City of Fairburn City Council
Agenda
May 22, 2023
7:00 PM

The Honorable Mayor Mario Avery

The Honorable Mayor Pro-Tem LInda J. Davis	The Honorable Pat Pallend
The Honorable Alex Heath	The Honorable Ulysses J. Smallwood
The Honorable Hattie Portis-Jones	The Honorable James Whitmore
Mr. Tony Phillips	City Administrator
Mr. Rory Starkey	City Attorney
Ms. Brenda B. James	City Clerk

I.	Meeting Called to Order:	The Honorable Mayor Avery
II.	Roll Call:	City Clerk
III.	Invocation:	Pastor Deris Coto, First Baptist Church of Fairburn
IV.	Pledge of Allegiance:	

V. Presentations and Proclamations:

1. Student Recognition Presentation to Global Impact Academy :

VI. Adoption of the City Council Agenda:

VII. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally reffered to City Aministration for review. Responses will be provided later.

VIII. Approval of the Minutes:

2. Approval of the Minutes: Council Meeting Minutes of May 8, 2023:

IX. Public Hearing:

X. Consent Agenda:

XI. Agenda Items:

3. 2023 - 2024 Cyber Liability Insurance

Recommendation: Request Mayor and Council approval to approve Tanner, Ballew and Maloof, Inc. to maintain cyber liability coverage for the City with Crum and Forster effective May 31, 2023 to May 1, 2024 with an annual premium of $25,382 and to execute all documents necessary to bind coverage for the 2023-2024 policy year. **(City Administrator's Office)**

4. Ordinance to Amend Personnel Policy to Authorize a Paid Parental Leave Policy

Recommendation: Request Mayor and Council approval of an Ordinance Authorizing the Amendment of Chapter 2, Administration Article III, Division I, Section 2-57. Personnel Policy to Authorize a Paid Parental Leave Policy; To Provide for Severability; to Repel Conflicting Ordinances; To Provide An Effective Date; and for Other Purposes. **(Human Resources)**

5. Approval of Task Order #7 with Atlas Technical Consultants for Right-of-Way Acquisition Services on the Duncan Park Secondary Access Road Project

Recommendation: Request Mayor and Council approval of Task Order #7 with Atlas Technical Consultants for Right-of-Way Acquisition Services on the Duncan Park Secondary Access Road Project in an amount not to exceed $79,200. **(Public Works)**

6. Approval of a COVID CDBG Agreement with Fulton County for Operation F.A.C.T.

Recommendation: Request Mayor and Council approval to execute the COVID Community Development Block Grant (CDBG) Agreement with Fulton County for Operation F.A.C.T. in an award amount of $215,004. **(Public Works)**

7. Request from GFL Solid Waste for a Consumer Price Index (CPI) Rate Increase of 10% effective May 1, 2023

Recommendation: Request Mayor and Council to consider and approve the request from GFL Solid Waste for a Consumer Price Index (CPI) Rate Increase of 10% effective May 1, 2023 for all sanitation services provided to City of Fairburn residents. **(Utilities)**

8. Request from Advanced Disposal dba Waste Management for a Consumer Price Index (CPI) Rate Increase of 10% effective June 1, 2023

Recommendation: Request Mayor and Council to consider and approve the request from Advanced Disposal dba Waste Management for a Consumer Price Index (CPI) Rate Increase of 10% effective June 1, 2023. **(Utilities)**

XII. Reports:

9. Finance Director Monthly Report

Recommendation: N/A **(Finance)**

10. **City Administrator's Monthly Report**

    Recommendation: N/A **(City Administrator's Office)**

XIII. Council Comments:

XIV. Adjournment:

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

CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: Student Recognition Presentation to Global Impact Academy

ITEM TYPE: Presentation

SUBMITTED: 05/15/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 05/22/2023

DEPARTMENT: Economic Development

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:
To showcase the City of Fairburn's governmental services, and promote civic action among youth.

HISTORY:
Twelve to fifteen high school students from Global Impact Academy's ninth grade were selected for an immersive learning exercise in civics and governmental processes. The activity was designed to engage student learning while demonstrating real-life scenarios associated with the City of Fairburn's governmental services during the 2023 Georgia Cities Week.

FACTS AND ISSUES:
Global Impact Academy selected Youth Empowerment Against Violence as the theme, with roles, responsibilities, and related action items provided by city staff. Students requested and accessed governmental budgets, program materials, and documents to review and develop policy. Global Impact Academy's leadership, faculty, and teachers prepared students and provided the platform for Students' Civic Immersion activity.

FUNDING SOURCE:
N/A

RECOMMENDED ACTION:
N/A

ATTACHMENTS:
1. ED-StudentParticipantList-4.26.23-PDF

ECONOMIC DEVELOPMENT
CIVIC NIGHT - GEORGIA CITIES WEEK
MOCK CITY COUNCIL MEETING
APRIL 26, 2023
5:30 PM – 7:30 PM

2023 PARTICIPANTS
"YOUTH EMPOWERMENT AGAINST VIOLENCE"

Dereck Reed

Kennadi Mosley

Preston McCrary

Gracelynn Carmon-Griffith

Olivia Powell

Noelle Walker

Emily Nguyen

Adunola Obisesan

Pilar Desir

Gabriella Rivera

Peiton Hylton

Ahmad Harris

Jonna Green

Mallory Davenport

Dameon Stanley

City of Fairburn
Council Meeting Minutes
May 8, 2023
7:00 pm

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

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

Members Absent: The Honorable Hattie Portis-Jones

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

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

III. The invocation was provided by Pastor William O'Neal of Living Word Church Ministries.

IV. Pledge of Allegiance was in Unison.

V. Presentations and Proclamations:

1. Proclamation Municipal Clerks Week

Mayor and Council acknowledged City Clerk, Brenda James and Deputy City Clerk, Deannia Ray for City Clerks week. Mayor Avery read the Proclamation recognizing the week of May 1 through May 6, 2023, as Municipal Clerk week.

VI. Adoption of the City Council Agenda:

Councilman Pallend made a motion to adopt the agenda as presented, with Councilman Heath providing the second. **The motion carried unanimously**.

VII. Public Comments: N/A

VIII. Approval of the Minutes:

2. Approval of the minutes Regular Council Meeting Minutes of April 24, 2023

Councilman Smallwood made a motion to approve the minutes as written, with

Mayor Pro Tem Davis providing the second. **The motion carried unanimously**.

IX. Public Hearing: N/A

X. Consent Agenda: N/A

XI. Agenda Items:

3. Approval of a Resolution Ratifying the Mayor's Execution of the CDBG Agreement for the Golightly Street Pedestrian Improvements Project

Community Development Director, Lester Thompson presented this item and said on April 12, 2023, the Fulton County Board of Commissioners approved an agreement providing the City of Fairburn Community Development Block Grant Award of $311,850.00 for the Golightly Street Pedestrian Improvement Project. It was necessary for the mayor to sign the Agreement upon receipt in order to meet the project timeline, for the funding agreement to be formalized, and for the Notice to Proceed (NTP) to be issued. Because of our diverse portfolio projects and our ability to deliver projects on time within budget and according to federal guidelines, the City of Fairburn has received more CDBG funding than any city in Fulton County. To date we have received $1.5 million in CDBG funding.

City Administrator Tony Phillips said that is due to Mr. Thompson's effective management of those projects. He is very diligent about applying for these CDBG funds and they look for cities that complete projects, kudos to Mr. Thompson.

Mayor Pro Tem Davis made a motion to approve the Resolution ratifying the mayor's execution of the Community Development Block Grant Agreement for the Golightly Street Pedestrian Improvements Project. The second was provided by Councilman Smallwood. **The motion was carried unanimously.**

4. Purchase of Viking Turnout Gear

Fire Chief, Cornelius Robinson presented this item and said the Fire Department is requesting to purchase updated turnout gear, to replace outdated gear and secure backup gear for fire personnel. We assign two sets of turnout gear for personnel, and with the old supply being outdated, there is an immediate need to update our equipment. The funding allocated for this expenditure will allow the department to purchase 34 new sets of turnout gear. Additional funding will be requested in FY24 for 15 additional sets of turnout gear to ensure we have a new set for all personnel. We will be utilizing the HGAC Emergency Medical & Rescue Equipment Contract #EE08-19 in an amount not to exceed $89,000.00.

Councilman Heath made a motion to approve the purchase of Viking Turnout Gear utilizing the HGAC Emergency Medical & Fire Rescue Equipment contract in an amount not to exceed $89,000. The second was provided by

Councilman Smallwood.

Mayor Avery asked about the life span of the turnout equipment. Chief Robinson said the turnout gear has a life span of ten years and usually can handle up to 1500 degrees while fighting a fire and some of the backup gear is getting near the end of life. Mayor Avery mentioned how important it was to have up to date equipment. After discussion, **the motion was carried unanimously.**

5. **Youth Center Parking Lot Rental Agreement**

Parks & Recreation Director, Chapin Scott presented this item and said this parking lot is adjacent to the Fairburn Youth Center and provides approximately twenty-four additional parking spaces and additional grass parking. It is located at 129 W. Broad Street.

Councilman Heath made a motion to approve the agreement between G. Pat Green and the City of Fairburn for use of the parking lot located at 129 W. Broad Street effective May 8, 2023, and shall terminate on April 31, 2024, at a cost of $500 per month. The second was provided by Mayor Pro Tem Davis. **The motion was carried unanimously.**

6. **Award RFP 23-006 Parks Master Plan to Lose Design**

Parks & Recreation Director, Chapin Scott presented this item and said the Request for Proposal was released in February 2023 and was due March 3, 2023. This plan will be a ten-year comprehensive plan for the City of Fairburn. The last plan we had has already gone to date which was the addition of the swimming pool back in 2016. It's time to update and expand the plan, this will not just include Duncan Park, it will look at other areas around the city to add additional greenspaces, parks, and trails. This company has made over 100+ comprehensive plans and this is their primary focus. They have experience in multipurpose centers, trails, park buildings, and land planning which is about an eight-month process. A major key component of this plan will be a lot of community engagement, it will start with a kickoff meeting with stakeholder meetings as well as elected official interviews and staff interviews.

Councilman Whitmore made a motion to award RFP 23-006 Parks Master Plant to Lose Design and execute a Professional Services contract in the amount of $101,000.00. The second was provided by Mayor Pro Tem Davis.

Councilman Heath asked if there were any plans to build a community center in this plan. He would love to see some art classes, canning classes, and a studio to cut a record.

Mrs. Scott said yes, this plan will look at the land in Duncan Park and will develop conceptual plans for our current parks and for additional parks in the future and for a multipurpose center. We do have a state-of-the-art recording studio that our youth are currently using every day. They are currently podcasting, they've had a few celebrities and movie developers stop by. Our senior programming is thriving and would love to have more space, so that's why this multipurpose center would be great. We just did a potting program this past Tuesday and will be doing knitting today with a lot of other projects.

Councilman Whitmore said we've had numerous discussions over the years. We know the community center would be at Duncan Park and asked we add additional features so our citizens will look at it and say we need that. He specially talked about the trail, and the natatorium. Mrs. Scott said that will be the great part with this Parks Master Plan process, it allows for everyone to give their feedback. We may have some constituents that want a pickle ball court, an indoor track, multiple basketball courts, an indoor swimming pool and a trail system. We will look at all leisure activities to add to the space, a weight room, a full commercial kitchen to host large events or for our residents to rent or for conferences to come to or sporting events with our state-of-the-art football field. Some of the facilities could be used for training, so the sky is the limit for this multipurpose center.

Mayor Pro Tem Davis said she was super excited about this opportunity, this will take the City of Fairburn to a whole different level and is something that is needed. She is glad that community engagement was considered, it is important to hear from our citizens, after all this is for everybody and it is totally comprehensive, reaching out to Hwy 74 residents.

Mayor Avery said there were a total of six proposals that came in and asked what made the selection committee choose this vendor. Mrs. Scott said it was two things, this vendor works with Parks Master Planning, they do this daily as well as the public engagements, that was important to every evaluator.

Mayor Avery asked what area they were looking at in Duncan Park. Mrs. Scott said the city owns a lot of land behind the football fields, we have to look at the topography and their recommendations and we have a new road coming through the park that will add an additional entrance. Mayor Avery stated that Mayor Pro Tem Davis wanted to see Interstate 85/Hwy 74 residents included and asked Mrs. Scott to let the public know some possible sites. Mrs. Scott stated the city has over 500 acres that the Parks Master Plan organization will survey for possible sites. They will look at how far we are from current city services, they will look at what would be the immediate need to place a recreation space. A recreation space can be a greenspace, a pocket park, playgrounds, or a fully functioning park. We are looking at all of those, and we want to identify multiple spaces on the other side of Hwy 74 to fully service that area. After discussion, **the motion was carried unanimously.**

7. Spatial Analysis of Classroom Building 2 at Fairburn Education Campus

Building Operations Manager, Dana Smith presented this item and said due to the growth of the city, and the future need to utilize this building for city purposes, there is an immediate need for a spatial assessment and analysis of the current layout in order to properly renovate the building for future use. Through the On-Call Architectural and Engineering Design Services that Mayor and Council awarded on February 23, 2023, Goodwyn Mills Cawood, LLC will provide a spatial analysis of Classroom Building 2.

Councilman Smallwood made a motion to approve the task order for a spatial analysis of Classroom Building 2 at the Fairburn Education Campus in an amount not to exceed $38,000.00. While utilizing the On-Call Architectural and Engineering Design Services RFP #23-001 with Goodwyn Mills Cawood, LLC (GMC). The second was provided by Councilman Whitmore. **The motion was carried unanimously.**

8. Carpet Replacement for Classroom Building 2 at Fairburn Education Campus

Building Operations Manager, Dana Smith presented this item and said the recent vacancy of Classroom Building 2 at the Fairburn Education Campus, and the future need to utilize this classroom for city purposes. There is a need to renovate some of the existing components of the building in order for the building to be properly used. In our procurement policy, purchases can be made utilizing inter-governmental and public cooperative agreements and contracts. Through the Omnia Partners Governmental Cooperative Purchasing Program, Shaw Industries Inc. will provide and install the replacement flooring materials for Classroom Building 2 at the Fairburn Education Campus for an amount not to exceed $55,528.52.

Councilman Whitmore made a motion to approve the purchase replacement flooring materials for Classroom Building 2 at the Fairburn Education Campus in an amount not to exceed $55,528.52 utilizing the Omnia Partners Governmental Cooperative Purchasing Program with Shaw Industries Inc. The second was provided by Mayor Pro Tem Davis. **The motion was carried unanimously.**

9. Resolution to Amend Fund Balance Policy

Finance Director, Bryan Stephens presented this item and said it was his recommendation that the Fund Balance Policy be amended. The original policy was adopted via Ordinance in 2011. The only change he recommended is the city maintain a minimum unassigned fund balance of no less than three months or 35% of operating expenditures in the general fund. The policy was created in consideration of unanticipated events that could adversely affect the financial condition of the city and jeopardize the continuation of necessary public services. This policy will ensure that the city maintains adequate fund balances and reserves to provide sufficient cash flow for daily financial needs, secure and maintain investment grade bond ratings, offset significant economic downturns or revenue shortfalls and provide funds for unforeseen expenditures related to emergencies.

Mayor Pro Tem Davis made a motion to approve a Resolution amending the Fund Balance policy; to repeal conflicting Resolutions; to provide an effective date; and for other related purposes. The second was provided by Councilman Heath.

City Administrator, Tony Phillips said they were very deliberative about considering what percentage would be appropriate given the city's current financial status. The norm in most cities our size is 25% and we wanted to be more proactive and moved it to 35% to put the city in sound financial footing in whatever may happen with the economic climate. That 35% will not preclude us from being able to move forward with some of our proactive projects for the city. After discussion, **the motion was carried unanimously.**

10. Ordinance to Amend Purchasing Policy

Finance Director, Bryan Stephens presented this item to update the existing Purchasing Policy for Fairburn. The last Purchasing Policy was updated in 2016 and based on current operational needs of the city, the current policy does not align with operations. The only change that's significant in this new policy is to raise the City Administrator's approval from $25,000 up to $50,000.

Councilman Pallend made a motion to approve the Ordinance to amend Chapter 2, Article V, Division 3 of the Code of Ordinances of Fairburn, Georgia so as to adopt a Purchasing Policy; to repeal conflicting Ordinances; to provide an effective date; and for other related purposes. The second was provided by Mayor Pro Tem Davis.

Mayor Avery stated this is a standard market practice for City Administrators, and County Managers. **The motion was carried unanimously.**

XII. Reports: N/A

XIII. Council Comments:

Councilman Whitmore was excited about a lot of things that was discussed today, especially the amended Fund Balance Policy. Knowing that this government is financially sound and we can go above the norm and keep us in operational good standing and be able to work on future projects that we have been discussing now for some time. He was very happy to hear about the GMC campus, knowing when organizations leave since the pandemic they are probably not coming back and preparing the building for future use, is imperative upon this government to take the steps that we're taking. He is very excited about the Parks Master Plan, this is going to be a big deal for the city.

Councilman Heath said for so many years, Duncan Park has been a place where he grew up, he learned how to swim there as a kid. When Fulton County closed the park, it was a tremendous disappointment to a lot of people. To be able to afford to do the things that we are about to do is just tremendous. He is very excited to see all the programs coming to Fairburn.

Mayor Pro Tem Davis said she is so proud to be a resident of the City of Fairburn.

Councilman Smallwood said he is proud to be a citizen of Fairburn. He wanted to take the time to salute the people that make this city work. It's hard to balance having a small town feel with being progressive but feels we are making it happen. He congratulated the department heads and staff for doing a great job on their presentations at the retreat. He said it is hard running a city and Fairburn is situated to succeed.

Councilman Pallend said they said it all, it's an interesting place, with good people.

Mayor Avery talked about the Master Plan and encouraged residents to keep a lookout on our social media, and utility bills, for the community meetings; we need input. When all the meetings, and the stakeholder meetings takes place, the item then comes back to council at the end of nine or ten months and the goal is to have a product that is truly inclusive of the people's voice. He encouraged all Fairburn residents to attend these meetings and voice what they would like to see. He discussed the Fund Balance Policy and said we are impacted like any other city on inflation, this will help minimize the impact.

Mayor Avery commended the fire and police departments, we took fifteen officers and placed Lieutenant Astree's name on the Fallen Wall of Honor down in Forsyth, Georgia. There were about 300 other police officers from the state of Georgia at this event.

XIV. Adjournment:

Mayor Pro Tem Davis made a motion to adjourn the meeting at 7:51pm, with Councilman Heath providing the second. **The motion carried unanimously.**

______________________________	______________________________
Brenda James, City Clerk	Mario Avery, Mayor

CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: **2023 - 2024 Cyber Liability Insurance**

ITEM TYPE: Other

SUBMITTED: 05/16/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 05/22/2023

DEPARTMENT: City Administrator's Office

BUDGET IMPACT: $25,382 - Cyber Liability; $615,363 Total Property & Liability Insurance Premium for 2023 -2024 Policy Year

PUBLIC HEARING: No

PURPOSE:
2023-2024 Cyber Liability Insurance

HISTORY:
On April 24, 2023, Mayor and Council approved property and liability coverage with Travelers for an annual premium amount of $589,981 which included a prorated amount of $1,478.00 for a 30-day extension for cyber liability insurance.

FACTS AND ISSUES:
The City of Fairburn uses Tanner, Ballew and Maloof, Inc. as the insurance broker. Crum & Forster provided this year's best quote for Cyber Liability Insurance with coverage dates of May 31, 2023 to May 1, 2024.

FUNDING SOURCE:
Liability Insurance: 100-1320-52-3100 (City Administrator's Office)
Liability Insurance: 505-0000-52-3100 (Water & Sewer)
Liability Insurance: 510-0000-52-3100 (Electric)

RECOMMENDED ACTION:
Request Mayor and Council approval to approve Tanner, Ballew and Maloof, Inc. to maintain cyber liability coverage for the City with Crum and Forster effective May 31, 2023 to May 1, 2024 with an annual premium of $25,382 and to execute all documents necessary to bind coverage for the 2023-2024 policy year.

ATTACHMENTS:
1. CitF 2023 Cyber Proposal

TBM
A BKS PARTNER

INSURANCE PROPOSAL

Prepared for City of Fairburn

May 12, 2023

Presented By:

Stephen M. Maloof, ARM

Effective Date:

May 31, 2023 to May 1, 2024

TABLE OF CONTENTS

COVERAGE	LIMIT	DEDUCTIBLE
Aggregate	$1,000,000	$50,000
Breach Response Limit	$1,000,000	$50,000
Network Security and Privacy	$1,000,000	$50,000
Regulatory Liability and Defense	$1,000,000	$50,000
PCI Fines and Assessments	$1,000,000	$50,000
Contingent BI and PD	$1,000,000	$50,000
Multimedia Liability	$1,000,000	$50,000
Cyber Extortion	$1,000,000	$50,000
Ransomware/Malware	$1,000,000	$50,000
Data Asset Loss	$1,000,000	$50,000
Loss of Income and Extra Expense	$1,000,000	18 Hours
Bricking	$1,000,000	$50,000
Reputational Loss	$1,000,000	$50,000
Cryptojacking	$1,000,000	$50,000
Dependent Business Sublimit	$100,000	$50,000
Cyber Crime	$250,000	$50,000
Claim-Made Basis	The wrongful act must occur after the retroactive date and before the expiration date of this policy. All claims must be made during the policy period. Defense Costs are included within the limit.	
Continuity Date	5/1/2023	
Retroactive Date	Full Prior Acts	

Description of Coverage

Breach Response

- Coverage for Breach Costs including attorney costs, computer security experts, notification costs, call center costs, credit monitoring expense and public relations costs.

Network Security and Privacy Liability

- Coverage for Damages and claim expenses that you are legally obligated to pay because of a Cyber Event which includes a theft, loss or unauthorized disclosure of protected information, unauthorized use of a computer system, or a virus event.

Multimedia Liability

- Coverage for claims of defamation, product disparagement, infliction of emotional distress, violation of the rights of privacy of an individual, plagiarism, infringement of copyright, etc. in the course of creating, displaying, broadcasting, publishing, dissemination or releasing Multimedia Material to the public.

Cyber Extortion

- Covers for the value of monies (including money in the form of a digital currency), marketable goods or services, paid or delivered under duress by or on behalf of the Insured Entity as a result of a Cyber Extortion Threat.

First Party Loss

- Coverage for First Party losses as a result of a Cyber Event including:
    - Cost to restore, replace or recreate software or electronic data
    - Necessary expenses incurred to maintain normal operations
    - The net profit of loss without interest and before tax that would have been earned including such amounts from a Reputational Loss
    - Cost to repair or replace computer hardware or equipment that is damaged as a direct result of a Cyber Event

Cyber Crime

- Covers the loss of money or securities that results directly from a wrongful transfer, payment or delivery of such money or securities by an insured as a sole result of fraudulent electronic or telephonic instructions provided by a third party including such loss resulting from business e-mail compromise, social engineering, spear-phishing and e-mail spoofing. Also covers loss of money and securities at a financial institution resulting from fraudulent electronic or telephonic instructions. Covers the act of a third-party gaining access to and using the insured entity's telephone system, and off of money owed to the insured entity that cannot be collected due to use of the insured entity's computer system by an unauthorized person or organization to release or distribute a fraudulent invoice or fraudulent payment instructions.

PREMIUM SUMMARY

LINE OF COVERAGE	AS IS	OPTIONS
Cyber Liability	$25,382	
Total	**$25,382**	**$0**

COVERAGE WOULD BE WRITTEN THROUGH THE FOLLOWING COMPANY(IES)		
COMPANY	COVERAGE	A.M.BEST RATING*
Crum and Forster	Cyber Liability	A XV

The rating shown is the financial rating as published by A.M. Best Company based on information filed with them in the latest calendar year. Tanner, Ballew and Maloof, Inc. (TBM) recommends that you carefully consider the financial rating of companies for which we have offered proposed coverage. *For more information regarding A.M. Best Company's ratings, please visit: http://www.ambest.com/ratings/guide.asp

PAYMENT INFORMATION

COVERAGE	DOWN PAYMENT	INSTALLMENTS
Cyber Liability	100%	None

Notes

Down payment is due and is to be collected on the date coverage is bound. Any changes in coverage or exposures and resulting premium revisions will be adjusted on the first installment billing.

All installment billings will be paid no later than their due date. Any premiums that are not paid within 30 days will prompt a 10-day notice of cancellation for non-payment of premiums to be mailed to you and all certificate holders.

All voluntary (payroll reporting form) and final audits will be questioned and returned to our agency or paid within 15 days.

- Completed Advanced Risk Control Affidavit confirming Administrative Audit and Mailbox Audit logging are fully enabled on all Microsoft Exchange servers (or equivalent)
- Confirm EDR Software
- Confirm November Loss Date and Details on Loss Runs
- Response to HIGH importance issues discovered on network scan by Crum & Forster

CARRIER	QUOTE	COMMENTS
Crum & Forster	$25,382	Presented
Lloyd's	$27,040	Will only provide $50K for Cyber Extortion
CFC	$30,472	Will only provide $100K for Cyber Crime
AIG	Declined	Loss History
Allied World	Declined	Class of Business
AtBay	Declined	Class of Business
AXA XL	Declined	Loss History
AXIS	Declined	Class of Business
Beazley	Declined	Loss History
Brit	Declined	Loss History
Chubb/Westchester	Declined	Loss History
Coalition	Declined	Loss History
Corvus	Declined	Loss History
Cowbell	Declined	Loss History
CNA	Declined	Class of Business
DUAL	Declined	Class of Business
Erisk	Declined	Nature of Service
Emergin	Declined	Size of Account
Great American	Declined	Unfavorable Scan
Hiscox	Declined	Loss History
Ironshore	Declined	Loss History
Markel	Declined	Class of Business
Miller Insurance	Declined	Size of Account
Node	Declined	Loss History
Paragon	Declined	Size of Account
TMHCC	Declined	Loss History
Travelers	Declined	Loss History
Safety National	Declined	Size of Account
Sompo	Declined	Class of Business
Starr	Declined	Loss History
RLI	Declined	Loss History

Commitment to Excellence

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INSURANCE DEFINITIONS

Actual Cash Value (ACV) – The value of the damaged or destroyed property less the depreciation of the damaged property.

Aggregate Limit – The maximum amount an insurer will pay under a policy in any one policy period.

Agreed Value – The Agreed Value Endorsement suspends the coinsurance clause.

Blanket Insurance - Insurance covering multiple items of property as a group. Covered property may be at one location or several.

Coinsurance - A policy provision requiring the insured to carry insurance equal to a specific percentage of the value of the property covered. It provides for the full payment, up to the amount of the policy, of all losses if the insured has insurance at least equal to the specified percentage of the value of the property covered. The loss payment, in the case of most partial losses, is reduced proportionately if the amount of insurance falls short of the named percentage.

The Coinsurance Formula:
((Amount of Insurance Purchased) / (Amount Required)) X (Amount of Loss) = (Amount Paid)

Deductible - Amount of a loss that the insured is held responsible for paying.

Occurrence - An event that results in an insured loss. In some lines of business, such as liability, an occurrence is distinguished from accident in that the loss doesn't have to be sudden and fortuitous and can result from continuous or repeated exposure which results in bodily injury or property damage neither expected nor intended by the insured.

Percentage Deductible - Often seen in Windstorm and Earthquake policies, the percentage shown in the declarations is multiplied by the total limits of insurance applicable to all covered property that suffered loss or damage.

Agreed Value - The Agreed Value Endorsement suspends the coinsurance clause.

Blanket Insurance - Insurance covering multiple items of property as a group. Covered property may be at one location or several.

Example:
$1,000,000 building with a 2% Percentage Deductible suffers a $100,000 loss.
2% X $1,000,000 = $20,000 Deductible
$100,000 - $20,000 = $80,000 paid by insurance

Replacement Cost – The dollar amount needed to replace damaged property without deducting for depreciation limited by the maximum dollar amount shown on the declarations page of the policy.

Retroactive Date - The date that defines the extent of coverage in time under claims-made liability policies. Claims resulting from occurrences prior to the policy's stated retroactive date are excluded.

Self Insured Retention (SIR) - A dollar amount specified in an insurance policy that must be paid by the insured before the insurance policy will respond to the loss. SIR's are often seen on Umbrella policies and only apply if a loss covered by the Umbrella policy is not covered by an underlying policy.

DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS	
Symbol 1	Any "Auto"
Symbol 2	Owned "Autos" Only
Symbol 3	Owned Private Passenger "Autos" Only
Symbol 4	Owned "Autos" Other Than Private Passenger "Autos" Only
Symbol 5	Owned "Autos" Subject to No-Fault
Symbol 6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law
Symbol 7	Specifically Described "Autos"
Symbol 8	Hired "Autos" Only
Symbol 9	Non-owned "Autos" Only
Symbol 10	Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only

CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: **Ordinance to Amend Personnel Policy to Authorize a Paid Parental Leave Policy**

ITEM TYPE: Ordinance

SUBMITTED: 05/16/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 05/22/2023

DEPARTMENT: Human Resources

BUDGET IMPACT: No budget impact.

PUBLIC HEARING: No

PURPOSE:
Authorize Establishment of the City's Paid Parental Leave Policy.

HISTORY:
Paid Parental Leave provides employees who are new or recurring parents with paid time off to care for newborn or recently adopted child, which contributes to the healthy development of children, improves employee maternal health, and enhances families' economic security. Providing family-friendly benefits is an essential part of the City's competitive benefit and retention strategy, which also increases employee productivity, boosts employee morale, attracts talent, and increases employee retention.

FACTS AND ISSUES:
The policy will establish a Paid Parental Leave benefit for employees who are expecting a child and/or require time to care for and bond with a newborn or a newly adopted or newly placed child. The City will provide up to six (6) weeks of paid Parental Leave to eligible employees of the City. The Paid Parental Leave Policy will run concurrently with Family and Medical Leave Act (FMLA) leave.

FUNDING SOURCE:
No additional funding is requested to establish the Paid Parental Leave policy. Leave will be paid in accordance with the employee's respective salary, which is currently budgeted annually. This leave has no accrual rate or monetary value upon an employee's separation of employment.

RECOMMENDED ACTION:
Request Mayor and Council approval of an Ordinance Authorizing the Amendment of Chapter 2, Administration Article III, Division I, Section 2-57. Personnel Policy to Authorize a Paid Parental Leave Policy; To Provide for Severability; to Repel Conflicting Ordinances; To Provide An Effective Date; and

for Other Purposes.

ATTACHMENTS:

1. Paid Parental Leave Policy_May 2023_Final
2. Ordinance Authorizing the Mayor and Council to Adopt Parental Leave Policy

2-53.14.1 PARENTAL LEAVE

Purpose

The City is committed to promoting family well-being and improving family economic security. The purpose of paid Parental Leave is to enable employees who are expecting a child and/or require time to care for and bond with a newborn or a newly adopted or newly placed child.

The City will provide up to six (6) weeks of paid Parental Leave to eligible employees of the City. The Paid Parental Leave Policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable (*refer to 2-53.14 FMLA policy*).

A. Eligibility

To be eligible for leave under this policy, employees must meet the following criteria:

1) Have been employed with the City for at least 12 months (the 12 months do not need to be consecutive).
2) Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
(The provisions established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1,250 hours eligibility test for an employee under FMLA).
3) Be a full-time regular employee (temporary, part-time, and seasonal employees, and independent contractors are not eligible for this benefit).
4) Work in a worksite where 50 or more employees are employed by the City of Fairburn within 75 miles of the office or worksite.
5) In addition, employees must be taking Parental Leave for one of the following purposes:
   a. Employee has given birth to a child; or
   b. Employee seeks to bond with a newborn; or
   c. To care for a minor child placed with the employee for adoption or foster care.

B. Duration of Paid Parental Leave

1) Eligible employees will receive a maximum of six (6) weeks of paid Parental Leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the six (6) week total amount of paid Parental Leave granted for that event.
2) In addition, in no case will an employee receive more than six (6) weeks of paid Parental Leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
3) Each week of paid Parental Leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Parental Leave will be paid on a bi-weekly basis on regularly scheduled pay dates.

4) Approved paid Parental Leave may be taken at any time during the 12-month period immediately following the birth, adoption or placement of a child with the employee. Paid Parental Leave may not be used or extended beyond this 12-month rolling calendar period.
5) Employees must take paid Parental Leave in one continuous period of leave and must use all paid Parental Leave during the 12-month rolling calendar period. Any unused paid Parental Leave will be forfeited at the end of the 12-month rolling calendar time period.
6) Upon termination of the employee's employment with the City, he or she will not be paid for any unused paid Parental Leave for which he or she was eligible.

C. Requests for Paid Parental Leave

1) The employee will provide his or her supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of the leave. If a 30-day notice is not foreseeable, the request should be made as soon as possible.
2) The employee must complete the necessary leave request forms and provide all documentation as required by the HR department to substantiate the request.
3) The employee will be notified within five (5) business days of the request whether he or she is eligible for paid Parental Leave.
4) Once the Human Resources Department has received sufficient information to determine whether the leave is for an FMLA-qualifying event, the employee will be notified within five (5) business days of the designated paid Parental Leave to run concurrently with FMLA.

D. Coordination of Leave

1) Paid Parental Leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a rolling 12-month period. All other requirements and provisions under the FMLA will apply.
2) In no case will the total amount of leave, whether paid or unpaid, granted to the employee under the FMLA exceed 12 weeks during the rolling 12-month FMLA period. Please refer to the Family and Medical Leave Policy (*Section 2-53.14*) for further guidance on the FMLA.
3) Spouses who are eligible for FMLA leave and are employed by the City are limited to a combined total of six (6) weeks of paid Parental Leave during the rolling 12-month calendar period.
4) After the paid Parental Leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through the employees' accrued sick and vacation leave. Upon exhaustion of accrued sick and vacation leave, remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy (*Section 2-53.14)* for further guidance on the FMLA.

5) The City will maintain all benefits for employees during the paid Parental Leave period just as if they were taking any other City paid leave such as paid vacation leave or paid sick leave.

6) An employee who takes paid Parental Leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid Parental Leave as if the employee was on FMLA-qualifying leave.

7) Upon termination of the individual's employment at the City, he or she will not be paid for any unused paid Parental Leave for which he or she was eligible.

E. Complaint Procedure

1) The Human Resources Director (with Supervision from the City Administrator) has the responsibility, obligation, and authority to administer, interpret, and apply the City’s Paid Parental Leave Policy.

2) If an employee believes that he or she have been denied the right of paid Parental Leave or designation rights under FMLA or otherwise discriminated against because of the employee’s usage of FMLA leave, the employee can utilize the City’s Complaint Procedure (*Section 2-50.6*).

STATE OF GEORGIA ORDINANCE NO:______________

COUNTY OF FULTON

AN ORDINANCE AUTHORIZING THE AMENDMENT OF CHAPTER 2, ADMINISTRATION ARTICLE III, DIVISION 1, SECTION 2-57. PERSONNEL POLICY TO AUTHORIZE A PAID PARENTAL LEAVE POLICY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Fairburn (the "City") has promulgated a Personnel Policy, which has been adopted by reference in Section 2-57 of the City Code of Ordinances; and

WHEREAS, the City is committed to promoting family well-being and improving family economic security for its employees; and

WHEREAS, the City Administrator and the Human Resources Director have determined that providing paid parental leave to employees who are expecting a child or who have a child placed with them for adoption or foster care will support the City's commitment to family well-being and improved family economic security for City employees; and

WHEREAS, the Mayor and City Council in the exercise of their sound judgment and discretion, and in consultation with staff, after giving thorough thought to all implications involved, have determined it to be in the best interest of the citizens of the City that the City of Fairburn adopt a Paid Parental Leave Policy as part of the Personnel Policy.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FAIRBURN, as follows:

Section 1. The Paid Parental Leave Policy in in substantially the form attached hereto as Exhibit "A", is hereby established.

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

Section 3. This Ordinance shall become effective immediately upon signature of the Mayor.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Adopted this ____ day of __________________, 2023.

	____________________________________
	Mario B. Avery, Mayor
ATTEST:	APPROVED AS TO FORM:
___________________________	____________________________________
Brenda B. James, City Clerk	Rory K. Starkey, City Attorney

CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: **Approval of Task Order #7 with Atlas Technical Consultants for Right-of-Way Acquisition Services on the Duncan Park Secondary Access Road Project**

ITEM TYPE: Other

SUBMITTED: 05/15/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 05/22/2023

DEPARTMENT: Public Works

BUDGET IMPACT: $79,200

PUBLIC HEARING: No

PURPOSE:
For Mayor and Council to approve Task Order #7 with Atlas Technical Consultants for Right-of-Way Acquisition Services on the Duncan Park Secondary Access Road Project.

HISTORY:
The City of Fairburn entered into a Master Services Agreement with Atlas Technical Consultants, LLC on October 10, 2022, for On-Call Construction & Project Management Services.

FACTS AND ISSUES:
The agreement with Atlas was approved with the understanding that task orders associated with Construction & Project Management Services would be issued on an as-needed basis. As such, Task Order #7 for said services has been submitted for review and approval.

FUNDING SOURCE:
The project expenditures will come out of account number (360-000-54-1410) T-SPLOST Infrastructure-Roadway.

RECOMMENDED ACTION:
Request Mayor and Council approval of Task Order #7 with Atlas Technical Consultants for Right-of-Way Acquisition Services on the Duncan Park Secondary Access Road Project in an amount not to exceed $79,200.

ATTACHMENTS:
1. Atlas - TO7 Duncan Park Secondary Access Road ROW Acquisition
2. Agreement Atlas Technical - Professional Services

To:	City of Fairburn P.O. Box 145 Fairburn, Georgia 30213	Date: From: Copy to:	5/11/2023 Chris Parypinski Hank Collins
Attn:	Mr. Lester Thompson		
Project:	Duncan Park Secondary Access Right of Way Acquisition		
TO No.:	7		

Provide right of way and easement acquisition for 8 Parcels on the Duncan Park Secondary Access project.

BACKGROUND INFORMATION

Atlas Technical Consultants has prepared this Task Order (TO) in accordance with our Master Services Agreement dated October 10, 2022. This task order has been prepared to assist the City of Fairburn with Construction Management Services. The services proposed will better enable the City to complete the project on time, within budget, and meet the project-specific objectives outlined in the scope of services described below. Accordingly, the City will be able to focus its efforts on more strategic goals.

Task 1 – Right of Way and Easement Acquisition Services for 8 Parcels

- Provide titles for 8 parcels with a subconsultant title attorney.
- Provide appraisal services.
- Prepare offer and donations packages, as applicable.
- Provide negotiation services.
- Prepare closing documents.
- Close parcels with a subconsultant closing attorney.

The total not to exceed budget of $79,200.00 as outlined in the attached fee proposal includes staff time and expenses necessary to perform the scope of work outlined above.

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

Authorization:

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

Authorized by: ______________________________________ Title: **Mayor**________________

Print Name: **Mario Avery**________________________ Date: _____________________

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 10th day of October 2022 by and between Atlas Technical Consultants, LLC, a Limited Liability Company ("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 24, 2022, and approved by City Council on October 10, 2022:

(a) Perform the Professional Services as indicated on the Request for Proposal dated June 24, 2022 (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 for an initial term beginning October 10, 2022 and shall terminate absolutely and without further obligation on the part of City at the close of the calendar year in which it is executed (the "Initial Term")

and at the close of each succeeding calendar year for which it may be renewed; provided, however, that this Agreement will automatically renew for three (3) additional one (1) year terms (each a “Renewal Term” and together with the “Initial Term”, the “Term”), unless either party provides at least thirty (30) days’ written notice of its intent not to renew to the other party prior to the start of any Renewal Term. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance notice to Contractor; provided, however, in the event that Contractor defaults with respect to any of its obligations hereunder, the City may terminate this Agreement immediately, with or without notice. 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, this Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this Agreement.

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:

ATLAS TECHNICAL CONSULTANTS, LLC, a Corporation, incorporated in Delaware.

By:______________________________

Ga Division Lead

Address:

Atlas Technical Consultants, LLC
2450 Commerce Avenue, Suite 100
Duluth, GA 30096-8910

Date signed by Contractor:

Oct 14, 2022

ATLAS TECHNICAL CONSULTANTS LLC Limited Liability Company SEAL 2017

CITY:

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

By:______________________________

Mario B. Avery, Mayor

Attest:______________________________

Brenda B. James, City Clerk

[SEAL]

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

Date signed by City:

10.10, 2022

Approved as to form:

____

Rory K. Starkey, City Attorney

CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: **Approval of a COVID CDBG Agreement with Fulton County for Operation F.A.C.T.**

ITEM TYPE: Agreement

SUBMITTED: 05/11/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 05/22/2023

DEPARTMENT: Public Works

BUDGET IMPACT: The budget impact will be the receipt of $215,004.00 in project funding. The projected income will be deposited into the CDBG Grant Revenue account (250-0000-33-6000).

PUBLIC HEARING: No

PURPOSE:
For Mayor and Council to approve a COVID Community Development Block Grant (CDBG) Agreement with Fulton County for Operation F.A.C.T (Fairburn Addressing COVID-19 Transmission).

HISTORY:
On April 12, 2023, the Fulton County Board of Commissioners approved an agreement providing the City of Fairburn a COVID Community Development Block Grant (CDBG) Award of $215,004.00 for Operation F.A.C.T (Fairburn Addressing COVID-19 Transmission).

FACTS AND ISSUES:
Through the Agreement, the City of Fairburn will receive $215,004.00 in construction funding for Operation F.A.C.T.The scope of the project is to renovate the Fairburn Annex for COVID testing, education, and advocacy. The scope is also to acquire the empty grassed lot directly across the street from the annex and convert it to a paved parking lot. The goal is to use the new parking lot for overflow parking for the new annex COVID testing location and for drive-thru testing.

FUNDING SOURCE:
A Fulton County Community Development Block Grant (CDBG) Award of $215,004.00. The projected income will be deposited into the CDBG Grant Revenue account (250-0000-33-6000).

RECOMMENDED ACTION:
Request Mayor and Council approval to execute the COVID Community Development Block Grant (CDBG) Agreement with Fulton County for Operation F.A.C.T. in an award amount of $215,004.

ATTACHMENTS:

1. Operation Fact-COVID Contract -Fairburn $215,004.00

FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303

AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of Fairburn
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number:	**B-20-UW-13-0003**
City of Fairburn DUNS Number:	**099631004**
Federal Award Date:	**09/11/2020**

Total Fulton County 2020 COVID CDBG Municipality Agreement: $215,004.00

THIS AGREEMENT entered this **12th** day of April (month)**, 2023** (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the City of Fairburn, Georgia** (hereinafter called the "Sub-recipient").

WITNESSETH THAT:

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and Grantee has received funds from the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act), making available supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants); and

WHEREAS, the Grantee wishes to engage the services of the Sub-recipient to assist the Grantee in utilizing such funds as approved by the Board of Commissioners on April 12 2023 Agenda Item 23-0223; and

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Activities

The Sub-recipient will be responsible for administering a CDBG-CV Agreement for Fiscal Year 2023 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant-CV Program which prevent, prepare for and respond to the coronavirus.

B. Description of Activities

Funds will be used to prevent, prepare for and or respond to the Coronavirus. Activities include the acquisition of a empty grassed lot directly across the street from the annex and convert it to a paved parking lot and the renovation of the Fairburn Annex for COVID testing, education, and advocacy.

A copy of the complete scope of work is attached in ATTACHMENT A.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) is for low/moderate income persons with area benefit.

D. Staffing

A list of staff and time commitments to be allocated, if applicable, and shall be maintained for each person that is engaged in CDBG funded activities. Only that portion of the salary commensurate with the proportion of work performed on CDBG activities may be charged to CDBG funding.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on April 12th 2023 and end on the 31st day of December 2024.

III. BUDGET

City of Fairburn shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG-CV funds under this Sub-recipient Agreement shall not exceed **$215,004.00. Expenses for eligible activities shall be retroactive to September 11, 2020.** Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance.

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Mario B. Avery, Mayor
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Fairburn 56 Malone Street S.W. Fairburn, Georgia 30213
Phone:	(404) 612-8077	(770) 964-2244
Email:	Kim.benjamin@fultoncountyga.gov	mayoravery@fairburn.com

VI. SPECIAL CONDITIONS

- Funds provided herein must address the Coronavirus pandemic – to protect, prevent and address the impacts of the pandemic.
- If it is found that there is a duplication of benefits (CDBG-CV funds were used to pay expenses covered by other federal COVID programs and the total funding of all sources exceeds the demonstrated and documented need), the sub-recipient must repay the CDBG-CV funds.

- Duplication of benefit does not include funding the same activity but should be the last in and the total costs must be documented to equal or exceed federal contributions from all sources.
- A complete description of the procurement process must be provided for any items purchased with these funds. Items under $20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to September 11, 2020, must be fully documented (separately from regular CDBG staff costs) and timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, “CENST” thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an “independent contractor” or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker’s Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Worker's Compensation

The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Sub-recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken
- Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- Records required determine the eligibility of activities
- Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

a. Sub-recipients must avoid purchasing unnecessary items

b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government

c. Solicitations for goods and services provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
4. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women’s business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned companies and women’s business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women’s business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women’s business enterprises.

4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
2. The procurement is expected to exceed $10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.

c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. <u>Relocation, Real Property Acquisition and One-for-One Housing Replacement</u>

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statues with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Fair Housing

The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County’s actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;

b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];

c. an alien who has qualified ... [as a refugee or asylee];

d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;

e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or

f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.SC. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the Sub-recipients sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service are or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.
The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications
The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

c. Subcontracts
The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Compliance with Fulton County Section 3 Plan
The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability
The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee

2. Subcontracts

a. Approvals
The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded of a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The sub-recipient aggress to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than $10,000 and not more than $100,000 for each such failure.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, of for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead Based Paint

The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead based paint. Such notifications shall point out the hazards of lead based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that a fifty years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF Fairburn, GEORGIA

Mario B. Avery, Mayor
City of Fairburn

ATTEST

Brenda James
City Clerk

DATE:

SEAL:

APPROVED AS TO FORM:

Rory K. Starkey, Attorney
City of Fairburn

DATE:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

Tonya Grier, Clerk to the Commission

DATE:

SEAL:

APPROVED AS TO CONTENT:

Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

David Lowman
Office of the County Attorney

DATE:

Fulton County Community Development Block Grant Program
EXHIBIT A- COVID Project Description
City of Fairburn – (Operation F.A.C.T. – Fairburn Addressing COVID-19 Transmission)

The scope of the project is to renovate the Fairburn Annex for COVID testing, education, and advocacy. The annex is located at 40 Washington St, Fairburn, GA 30213. There are currently only six (6) parking spaces located at the Fairburn Annex.

The scope is also to acquire the empty grassed lot directly across the street from the annex and convert it to a paved parking lot. The goal is to use the new parking lot for overflow parking for the new annex COVID testing location and for drive-thru testing. The empty lot is located at 43 Washington Street, Fairburn, GA 30213. Both sites are located along Washington Street in Fairburn, walking distance from the lightning Neighborhood.

The Lightning District is a low-income residential community in poor condition and faces several challenges such as deterioration, drugs, safety, visual blight, vacant lots, and poor maintenance. Over the last several years, with the assistance of the Fulton County CDBG Program, the City of Fairburn has been able to make several improvements with regard to infrastructure, connectivity, and public facilities in the Lightning Neighborhood. The proposed CDBG-COVID Project (Operation F.A.C.T.) will provide a primary location for health services to test, diagnose, enhance public awareness, ad other related medical activities; and serve as an educational and training location for low to moderate income residents within the Lightning Community, where COVID-19 impacts have been most prevalent.

The City of Fairburn's target population for Operation F.A.C.T. includes residents in the Lightning Community. This area has a population of approximately 1,038 residents, which are all categorized as being low to moderate income groups. The targeted population in this area falls under the city's median income of $43,886.

Further, this group consists of senior citizens, middle aged adults, and young adults in the COVID-19 high-risk category. Those in the high-risk category, according to CDC guidelines, are the older adults and people with underlying medical conditions (i.e., high blood pressure, heart disease, kidney disease, weakened immune systems). The CDC has even gone further with extending that high-risk group to include younger adults, those with high body mass indexes, asthma, sickle cell disease, and type 2 diabetes.

Additionally, the targeted population may include those who may be disabled, unemployed, laid-off, and even homeless. There will be no discrimination of any type by the City of Fairburn in administering of Operation F.A.C.T. based on race, color, creed, orientation, or national origin. People from all walks of life are being affected by COVID-19 as it does not discriminate on who gets affected. By having two different facilities/methods for administering testing, the city will account for those unable to use the drive-through facility and need special accommodations (i.e. ADA population or special-need individuals) via the community building facility.

The service area of the Fairburn program is approximately 500 homes with the quarter-mile radius of the project limits. Based on our occupancy records, we anticipate this project will positively impact over 1,000 residents in the area. Job creation is most likely negligible; however, the project will create work for approximately 20 employees, contractors, and suppliers. Because the intent of the project is to complete a construction project and create a fixed asset, no continuing employment will be affected by it.

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Fairburn – (Operation F.A.C.T. – Fairburn Addressing COVID-19 Transmission)

COVID ACTIVITY	TASKS	PROJECTED DATE
Request for Proposals from Architects/Engineer/Consultants	Pro Bono or Invitation for Bid- (Architect/Engineering Services)	May 19th 2023
Selection of A&E/Consultants by City	Selection Completed/Services Awarded	March 20th, 2023
Design Phase by Architect/Engineer	Design/Specifications in process	June 19th, 2023
Environmental Review		Complete
Construction Drawings & Request for Proposals by Architect/Engineer	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	July 19th, 2023
Solicitation for sealed bids by the City of Fairburn for Proposals Bids/Offers	Invitation for Bid- (Description of the requirements that the bidder/offeror must fulfill with other factors to be used in evaluating the bids for proposals submitted).	August 19th, 2023
City Award of Bid/Offer/Letter to proceed to Contractor	City of Fairburn will maintain all records	Sept 19th, 2023
Contract Administration	The City of Fairburn will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately ad timely follow up of all procurement activities and purchases.	Sept 19th, 2023
Contract Start Date of Project	Notice to Proceed	Sept 19th, 2023
Contract Provisions	Insurance requirements, bonding requirements, housing location & care of products, etc.	Sept 19th, 2023
Project Mid-Status	Construction Activities 50% complete.	Oct 19th, 2023
Project Completion	Close out documentation, final title documentation/retainage of funds/release of liens.	Nov 19th, 2023

Fulton County Community Development Block Grant Program
ATTACHMENT C: COVID Cost Reimbursement Budget
City of Fairburn – (Operation F.A.C.T. – Fairburn Addressing COVID-19 Transmission)

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	TARGET DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits) – $	**December 2023**	**$215,004**	**Fairburn**
Total for Year 2023 – 2024			

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	Projections	Target Submission Date	Total Operating Budget
Construction Cost • Labor • Equipment/Supplies	**$215,004**	**December 2023**	$215,004
TOTAL EXPENSES	**$215,004**		**$215,004**

ATTACMENT D: Quarterly Performance Report
City of Fairburn – (Operation F.A.C.T. – Fairburn Addressing COVID-19 Transmission)

Municipality: ***City of Fairburn*** CDBG Funding Year: ***2023***

Project Name: (**Operation F.A.C.T.-Fairburn Addressing COVID-19 Transmission)**

Administering Department***: City of Fairburn***

Reporting Period From: ______________________________ To: __________________________

I. *Project Status:*

CDBG allocation amount: **$215,004.00**

Number of Contracts Awarded: ______ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $______________________ CDBG Amount: $______________
Contract Amounts: $______________________ CDBG Amount: $______________
Contract Amounts: $______________________ CDBG Amount: $______________
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_______________
Agency's Local Match project fund balance: $______________
Date of Construction start-up: ___________________________
Date of Notice to Proceed (if different): ____________________
Number of days worked on project: _______________________
Percentage (%) of project complete: ________________________ %
Percentage (%) of CDBG funds spent: ________________ %
Number of employees/workers on the job site: __________
Number of subcontractors on site: __________
Number of subcontractor's employees on site: __________
Wage decision or modification in use: ________________
Number of submitted payrolls within reporting period: ________
Number of draw downs within reporting period: _____________
Total amount of draw downs to date: $______________
CDBG remaining balance: $______________________
Anticipated project completion date: ______________________

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

____

____

____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

____

____

1. BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1st – March 31st		April 1st – June 30th		July 1st – Sept 30th		Oct 1st – Dec 31st	
Race Categories	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								
Other Multi Racial								
White								
TOTAL								

2. INCOME

	FY 2022 INCOME LIMITS SUMMARY As of June 2022 Persons in Family							
	1	2	3	4	5	6	7	8
Extremely Low Income (0-30%)	$20,250	$23,150	$26,050	$28,900	$31,250	$33,550	$35,850	$38,150
Very Low Income (31%-50%)	$33,750	$38,600	$43,400	$48,200	$52,100	$55,950	$59,800	$63,650
Low Income (51%-80%)	$40,500	$46,320	$52,080	$57,840	$62,520	$67,140	$71,760	$76,380
Low -Moderate Income (81%-100%)	$54,000	$61,700	$69,400	$77,100	$83,300	$89,450	$95,650	$101,800

FY 2021 Income Limit Category	Jan 1st – March 31st	April 1st – June 30th	July 1st – Sept 30th	Oct 1st – Dec 31st
Extremely Low Income (0%-30% Median Income)				
Very Low Income (31%-50% Median Income)				
Low Income (51%- 60% Median Income)				
Low/Moderate Income (61%-80% Median Income))				
Total				

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a **NEW or Continued Access** to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received *IMPROVED ACCESS* to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	

Submitted by: ______________________________ **Date:** _________________

Name

__________________________ **Title:** _________________

Signature

Approved by: ______________________________ **Date:** _________________

Name

______________________________ **Title:** _________________

Signature

ATTACHMENT D2: Year End Performance Report

Municipality: ***City of Fairburn***______________ CDBG Funding Year: ***2023***

Project Name: (**Operation F.A.C.T. – Fairburn Addressing COVID-19 Transmission)**

Administering Department***: City of Fairburn***______________

Reporting Period From: ____________To: ___________________________

I. *Project Status:*

CDBG allocation amount: **$215,004.00**

Number of Contracts Awarded: ______ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $______________________ CDBG Amount: $_____________
Contract Amounts: $______________________ CDBG Amount: $_____________
Contract Amounts: $______________________ CDBG Amount: $_____________
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $______________
Agency's Local Match project fund balance: $______________
Date of Construction start-up: ___________________________
Date of Notice to Proceed (if different): ____________________
Number of days worked on project: _______________________
Percentage (%) of project complete: ___________________ %
Percentage (%) of CDBG funds spent: ________________ %
Number of employees/workers on the job site: __________
Number of subcontractors on site: __________
Number of subcontractor's employees on site: __________
Wage decision or modification in use: ________________
Number of submitted payrolls within reporting period: ________
Number of draw downs within reporting period: _____________
Total amount of draw downs to date: $_____________
CDBG remaining balance: $_____________________
Anticipated project completion date: ______________________

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

____

____

____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

____

____

____

____

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what produces or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that ______unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, ______ clients/participants had household income levels at the 0-30% area median income (AMI) level; ______ clients/participants had household income levels at the 31-50% area median income (AMI) level; ______, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: ______________
Actual Accomplishment: ______________
Total Number of Beneficiaries: ______________
Zip Code of Project Location: ______________

Census Tract(s) and Block Groups Impacted: ____________ ____________ ____________
____________ ____________ ____________
____________ ____________ ____________

Commission District(s) Impacted: ☐ District 1 ☐ District 2 ☐ District 3
☐ District 4 ☐ District 5 ☐ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	Outcome1: **Availability/Accessibility**	**Outcome 2:** **Affordability**	**Outcome 3:** **Sustainability**
Objective #1: **Suitable Living Environment**	☐ Accessibility for the purpose of creating Suitable Living Environments	☐ Affordability for the purpose of creating Suitable Living Environments	☐ Sustainability for the purpose of creating Suitable Living Environments
Objective #2: **Decent Housing**	☐ Accessibility for the purpose of providing Decent Housing	☐ Affordability for the purpose of providing Decent Housing	☐ Sustainability for the purpose of providing Decent Housing
Objective #3: **Economic Opportunity**	☐ Accessibility for the purpose of creating Economic Opportunities	☐ Affordability for the purpose of creating Economic Opportunities	☐ Sustainability for the purpose of creating Economic Opportunities

Submitted by: ______________________________ **Date:** __________________
Name

______________________________ **Title:** __________________
Signature

Approved by: ______________________________ **Date:** __________________
Name

______________________________ **Title:** __________________
Signature

ATTACHMENT E
COVID- Emergency Assistance Program
Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

ATTACHMENT F

SUB-RECIPIENT MONITORING PLAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG and CDBG-CV PROGRAM ANNUAL MONITORING PLAN
Fiscal Year 2023

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.
In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

General Policy For CDBG Monitoring

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

Process For Notifying Sub-recipients Of Scheduled Monitoring Reviews

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

Determining The Program Areas To Be Included In Annual Monitoring

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

Compliance Checklists

The County will utilize the CDBG monitoring checklist attached to this plan.

Site Visit Procedures

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:	
b.	Regulatory citation:	
c.	If this is a public service activity:	
		New activity
		Quantifiable increase in an existing public service (describe documentation)

3.	National Objective (check all that apply)		
	☐ Low/moderate-income benefit:		
	Area benefit (not applicable to Public Services)		
	Presumed benefit (check applicable boxes below)		
	Abused children	Battered spouses	
	Elderly persons	Severely disabled adults (use census population report definition)	
	Homeless persons	Illiterate adults	
	Persons living with AIDS	Migrant farm workers	
	Limited clientele		
	Family size and income (income surveys)		
	Nature and location of activity		
	☐ Prevention and elimination of slums and blight		
	a. National objective justification (describe):		
	b. National objective file documentation reviewed during monitoring visit (describe):		
	c. National objective regulatory citation:		
4.	How does the sub-recipient verify actual beneficiaries of the project?		
5.	Performance benchmarks as stated in written agreement:		
6.	Project accomplishments to date (describe):		
7.	Amount of CDBG funds financially obligated by sub-recipient:		$
8.	Amount of CDBG funds expended by sub-recipient:		$
9.	Amount of CDBG funds that remain unexpended for this activity:		$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)		

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? ☐ Yes ☐ No If no, explain.
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? ☐ Yes ☐ No If no, explain.
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? ☐ Yes ☐ No
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:
	a. Being submitted to the County in a timely manner? ☐ Yes ☐ No
	b. Adequate in terms of the level of detail? ☐ Yes ☐ No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? ☐ Yes ☐ No If yes, explain.
18.	Are the recordkeeping requirements of the CDBG regulations being followed:
	a. Eligibility documentation? ☐ Yes ☐ No
	b. National objective documentation ☐ Yes ☐ No
19.	Has program income been generated by sub-recipient activities? ☐ Yes ☐ No If so, what is the process for tracking, reporting, and using program income?
	Is the use of program income consistent with the terms of the written agreement? ☐ Yes ☐ No

20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? ☐ Yes ☐ No		
21.	What sub-recipient staff members have responsibility for administering the project?		
22.	Is there any evidence of conflict of interest? ☐ Yes ☐ No		
NOTE:	**MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.**		
23.	Are financial records kept in accordance with CDBG administrative requirements?		
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?	
		(1)	Retention Requirements (200.333) ☐ Yes ☐ No
		(2)	Requests for Transfer of Records (200.334) ☐ Yes ☐ No
		(3)	Methods for collection, transmission and storage of Information (200.335) ☐ Yes ☐ No
		(4)	Restrictions on public access to records (200.337) ☐ Yes ☐ No
		(5)	Reporting Requirements (200.327) ☐ Yes ☐ No
		(6)	Monitoring and Reporting Performance (200.328) ☐ Yes ☐ No
		(7)	Records on Source and application of funds ☐ Yes ☐ No
		(8)	Effective Control and accountability of funds, property and assets ☐ Yes ☐ No
		(9)	Comparison of expenditures with budget amounts for each Federal Grant ☐ Yes ☐ No
		(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred) ☐ Yes ☐ No
		(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles ☐ Yes ☐ No
	b.	Internal controls (200.303)	
		(1)	Effective internal controls (COSO)? ☐ Yes ☐ No
		(2)	Evaluates and monitors compliance with federal regulations? ☐ Yes ☐ No
		(3)	Prompt action for non-compliance? ☐ Yes ☐ No
		(4)	Safeguards to protect identifiable information designated Sensitive ☐ Yes ☐ No
	c.	(1)	Audit procedures in compliance 2 CFR Part 200 Subpart F? ☐ Yes ☐ No
		(2)	Written method for resolution of audit findings? ☐ Yes ☐ No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? ☐ Yes ☐ No		
25.	If yes, what types of professional services have been retained?		
	Type of Service	Name of Contractor	

26.	How were professional services procured?
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? ☐ Yes ☐ No
28.	If yes, what types of materials and supplies have been purchased?

	Type of Materials	Supplier

29.	How were materials and supplies procured?
30.	Has the sub-recipient entered into CDBG-funded construction contracts? ☐ Yes ☐ No

	Description of Project	Contractor	Contract Amount

31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? ☐ Yes ☐ No
32.	Does this activity involve a slower than expected rate of expenditure? ☐ Yes ☐ No If "yes", describe the reason for the delay:
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? ☐ Yes ☐ No
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:

	a.	Organizational chart? ☐ Yes ☐ No
	b.	Written definition of duties of key employees? ☐ Yes ☐ No
	c.	Formal system of authorization and supervision? ☐ Yes ☐ No
	d.	Separation of duties? ☐ Yes ☐ No
	e.	Staff qualifications for accounting functions? ☐ Yes ☐ No
	f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet) ☐ Yes ☐ No
	g.	Comparison of financial records to actual assets and liabilities performed? ☐ Yes ☐ No

35.	Does the sub-recipient's accounting system contain the following elements:		
	a.	Chart of accounts	☐ Yes ☐ No
	b.	Cash receipts journal	☐ Yes ☐ No
	c.	Cash disbursements journal	☐ Yes ☐ No
	d.	Payroll journal	☐ Yes ☐ No
	e.	General ledger	☐ Yes ☐ No
36.	Does the sub-recipient maintain good records? ☐ Yes ☐ No		
	a.	Are journal entries approved and explained / supported? ☐ Yes ☐ No	
	b.	Are posting and trial balances performed on a regular basis? ☐ Yes ☐ No	
	c.	Is there fidelity bond coverage for sub-recipient officials? ☐ Yes ☐ No	
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? ☐ Yes ☐ No		
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? ☐ Yes ☐ No		
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? ☐ Yes ☐ No If "yes", explain:		
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? ☐ Yes ☐ No		
	Describe areas of weakness:		
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:		
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.			
FINDINGS:			
1.			
2.			
3.			
4.			
5.			
6.			
(ATTACH ADDITIONAL SHEETS AS NECESSARY)			

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

FULTON COUNTY CDBG SUB-RECIPIENT MONITORING POLICY **Monitoring Finding / Concerns Clearance Process**	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

____
Stanley Wilson, Director
Fulton County Community Development Department

ATTACHMENT G

SAMPLE SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on: ***Effective Date:***

INSTRUCTIONS: This is a written statement from the beneficiary documenting the definition used to determine "Annual (Gross) Income", the number of beneficiary members in the family or household (as applicable based on the activity), and the relevant characteristics of each member for the purposes of income determination. To complete this statement, select the definition of income used, fill in the blank fields below, and check only the boxes that apply to each member. Adult beneficiary members must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Definition of Income

o **HUD 24 CFR Part 5**	o **IRS Form 1040**	o **American Community Survey**

Beneficiary Information

Last Name:	**Beneficiary ID (if applicable):**

Member Information

First Names:	Member IDs (if 18 and over)	HH	CH	DIS	62+	S≥18	<18	<15
	1							
	2							
	3							
	4							
	5							
	6							

HH = Head of Household; **CH** = Co-Head of Household; **DIS** = Person with disabilities; **62+** = Person 62 years of age or older; S≥18 = Fulltime student age 18 or over; <18 = Child under the age of 18 years; **<15** = Minor under the age of 15 years

Contact Information

Address Line 1:	City:	
Address Line 2:	State:	Zip Code:

Income Information

Annual gross income (total of all members) = $ ________________________________

Certification

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

COMPLETE SIGNATURES ON SECOND PAGE Page **1** of **2**

SAMPLE SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on: ***Effective Date:***

Beneficiary ID:

HEAD OF HOUSEHOLD		
Signature	**Printed Name**	**Date**

OTHER BENEFICIARY ADULTS*		
Signature	**Printed Name**	**Date**
Signature	**Printed Name**	**Date**
Signature	**Printed Name**	**Date**
Signature	**Printed Name**	**Date**
Signature	**Printed Name**	**Date**
Signature	**Printed Name**	**Date**
Signature	**Printed Name**	**Date**
Signature	**Printed Name**	**Date**

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.* Attach another copy of this page if additional signature lines are required.

Page **2** of **2**

Statement from 24 CFR 5.609 paragraph (b) (April 1, 1998)

1. **Income from wages, salaries, tips, etc.**
The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. **Business Income**
Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. **Interest & Dividend Income**
Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. **Retirement & Insurance Income**
The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).

5. **Unemployment & Disability**
Income Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).

6. **Welfare Assistance**
Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount welfare assistance income to be included as income shall consist of:
    a. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    b. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.

7. **Alimony, Child Support, & Gift**
Income Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. **Armed Forces Income**
All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

EXCLUSIONS
General Category
Statement from 24 CFR 5.609 paragraph (c) (April 1, 1998)

1. **Income of Children**
Income from employment of children (including foster children) under the age of 18 years.

2. **Foster Care Payments**
Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

3. **Inheritance and Insurance**

Income Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).

4. **Medical Expense Reimbursements**
   Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

5. **Income of Live-in Aides**
   Income of a live-in aide (as defined in 24 CFR5.403).

6. **Student Financial Aid**
   The full amount of student financial assistance paid directly to the student or to the educational institution.

7. **"Hostile Fire" Pay**
   The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8. **Self-Sufficiency Program**
   Income
   a. Amounts received under training programs funded by HUD.
   b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
   c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program.
   d. Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv).
   e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

9. **Gifts**
   Temporary, nonrecurring, or sporadic income (including gifts).

10. **Reparation Payments**
    Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.

11. **Income from Full-time Students**
    Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household or spouse).

12. **Adoption Assistance Payments**
    Adoption assistance payments in excess of $480 per adopted child.

13. **Family Support Act Income**
    For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period.

14. **Social Security & SSI Income**
    Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.

15. **Property Tax Refunds**
    Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

16. **Home Care Assistance**
    Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

17. **Other Federal Exclusions**
    Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24

CFR 5.609(c) apply, including:

a. The value of the allotment made under the Food Stamp Act of 1977;
b. Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
c. Payments received under the Alaskan Native Claims Settlement Act; Payments from the disposal of funds of the Grand River Band of Ottawa Indians;
d. Payments from certain sub-marginal U.S. land held in trust for certain Indian tribes;
e. Payments, rebates or credits received under Federal Low-Income Home Energy Assistance Programs (includes any winter differentials given to the elderly);
f. Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 9z Stat. 1785);
g. The first $2,000 of per capita shares received from judgments awarded by the Indian Claims Commission or the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe; Amounts of scholarships funded under Title IV of the Higher Education act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;
h. Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);
i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
j. Earned income tax credit;
k. The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and
l. Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veteran’s employment programs, State job training programs and career intern programs).

Fulton County Community Development Block Grant Program

ATTACHMENT H: 2 CFR Part 200

The CDBG Sub-recipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as outlined below as Attachment I, and as included in the 2019 CDBG contractual agreement.

	Uniform Guidance Item	Response
1	Sub-recipient Name	City of Fairburn
2	Sub-recipient DUNS Number	099631004
3	Federal Award Identification Number (FAIN)	B-20-UW-13-0003
4	Federal Award Date	09/11/2020
5	Subaward Period of Performance Start and End Date	9/11/2020 start date 9/1/2026 end date
6	Amount of Federal Funds Obligated by This Action	$215,004.00
7	Total Amount of Federal Funds Obligated to the Sub-recipient	$215,004.00
8	Total Amount of the CDBG Federal Award	$1,098,603.00
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDBG funds will be specifically used for City of Fairburn income eligible residents in need of emergency assistance program due to COVID.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Renee D. Ryles Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub-recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the sub-recipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the sub-recipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the sub-recipient and the Federal government or a negotiated rate between the pass-through entity and the sub-recipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states “Do not include indirect cost rates for sub-recipients.”

17	Requirement that the sub-recipient permit the pass-through entity and auditors to have access to the sub-recipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Fairburn is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Sub-recipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Sub-recipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for sub-recipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Sub-recipient's performance meets CDBG program requirements and assists to improve the Sub-recipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Sub-recipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

Signature of Authorized Certifying Official	**Applicant**
X	City of Fairburn
Title Mayor	**Date**

CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: **Request from GFL Solid Waste for a Consumer Price Index (CPI) Rate Increase of 10% effective May 1, 2023**

ITEM TYPE: Other

SUBMITTED: 05/15/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 05/22/2023

DEPARTMENT: Utilities

BUDGET IMPACT: Budget increase of $89,800; Current budget for Sanitation is $898,000 but will increase to $987,800

PUBLIC HEARING: No

PURPOSE:
For the Mayor and Council to consider and approve the request from GFL Solid Waste for a Consumer Price Index (CPI) Rate Increase of 10% effective May 01, 2023.

HISTORY:
The City of Fairburn has been a customer since February 2009 for residential solid waste collection, recycling, and bulk services.

FACTS AND ISSUES:
As per the agreement, "The Service Fee will be increased annually every May 1st beginning on May 1, 2023, to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services. The CPI increase of 10% will increase all services provided to City of Fairburn residents to the new rate of $14.00 per unit per month.

FUNDING SOURCE:
Sanitation Account (540-0000-52-3910)

RECOMMENDED ACTION:
Request Mayor and Council to consider and approve the request from GFL Solid Waste for a Consumer Price Index (CPI) Rate Increase of 10% effective May 1, 2023 for all sanitation services provided to City of Fairburn residents.

ATTACHMENTS:
1. Amended Agreement between GFL and City of Fairburn - 05222023

2. City of Fairburn Letter
3. Muni PP GA
4. Adjustment Clause of Agreement-GFL

Amended Solid Waste Collection Transportation and Disposal Agreement

THIS AMENDED SOLID WASTE COLLECTION TRANSPORTATION AND DISPOSAL AGREEMENT, is made and entered into this 22nd day of May 2023, by and between the City of Fairburn (the "City" or "Customer"), a municipal corporation of the State of Georgia, by and through its duly elected Mayor and City Council ("Governing Body"), and GFL Solid Waste Southeast, LLC d/b/a GFL Environmental (the "Contractor"), the City and the Contractor hereinafter sometimes referred to collectively as the "Parties".

WITNESSETH

WHEREAS, the Parties entered into that certain **Solid Waste Collection Transportation and Disposal Agreement** dated May 24, 2021, setting forth the terms and conditions for the provision of solid waste collection, transportation and disposal services to the residences in the City (the "Agreement"); and

WHEREAS, the Agreement provides for an annual rate increase every May 1st beginning May 1, 2022 based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U), by expenditure category and commodity and service group – Water and Sewer, and Trash Collection Services; and

WHEREAS, Contractor desires to increase the Unit Trash Rate to $14.00 per unit per month based on the increase in the CPI-U for expenditure category and commodity and service group – Water and Sewer, and Trash Collection Services; and

WHEREAS, the Parties desire to amend the Agreement to reflect the increase in the rate effective for the billing period commencing May 1, 2023.

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

> **Exhibit A.** Residential Curbside Collection Services - The charge for once per week residential curbside trash and recycling collection, and on-call bulk and yard waste to CUSTOMER from CONTRACTOR shall be $14.00 per month per cart. CONTRACTOR will provide one 95 (ninety-five) gallon cart for MSW to every active address. One 65 (sixty-five) gallon cart will be delivered as requested by the customer to the city for every other week service. All fees associated with the delivery and removal of carts is included in the monthly fee. CUSTOMER may request additional carts for the residence. Additional carts will be billed by the number of carts requested multiplied by the monthly rate.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

CITY OF FAIRBURN

By:__________________________________
Mario B. Avery, Mayor

ATTEST:

____
Brenda B. James, City Clerk

APPROVED AS TO FORM:

____
Rory K. Starkey, City Attorney

GFL SOLID WASTE SOUTHEAST LLC

By:________________________________

Name:______________________________

Title:_______________________________

April 25, 2023

City of Fairburn
Attn: Utilities Director
106 Howell Avenue
Fairburn, GA 30213

Mr. John Martin,

Thank you for allowing us the opportunity to provide solid waste collection, transportation and disposal services to your community. We sincerely enjoy providing this service and value our relationship with the City of Fairburn.

As per our agreement, "The Service Fee will be increased annually every May 1st beginning on May 1, 2023, to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2)." GFL values the open communication channel we have enjoyed throughout our history and specifically more recently regarding increasing rates for 2023 due to the cost pressures challenging GFL resulting ultimately with GFL no longer being able to absorb those increased costs.

We will implement the CPI Increase of 10% for the billing period of May 1, 2023, to all services we provide the City of Fairburn residents. This increases the new rate to $14.00.

Thank you again for the opportunity to support the solid waste program in your community. We thank you for your business and we look forward to continuing our relationship with the City of Fairburn. In the meantime, if you have any questions or concerns, please do not hesitate to call me.

Best Regards,

Luke Ewing

Luke Ewing
Government Contract Manager
678-725-3915

Solid Waste Division

Inflation and Rising Costs

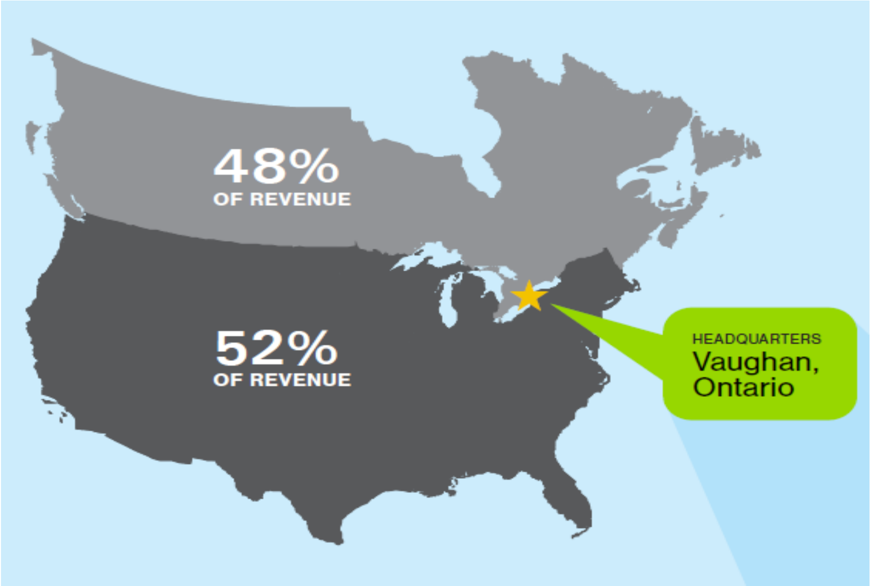
May 1, 2023

Who We Are

GFL Environmental Inc. is the 4th largest diversified environmental services company in North America.

With strategically located operations across Canada and the United States.

GFL is uniquely equipped to undertake practically any environmental challenge, with unparalleled commitment to safety and customer service.



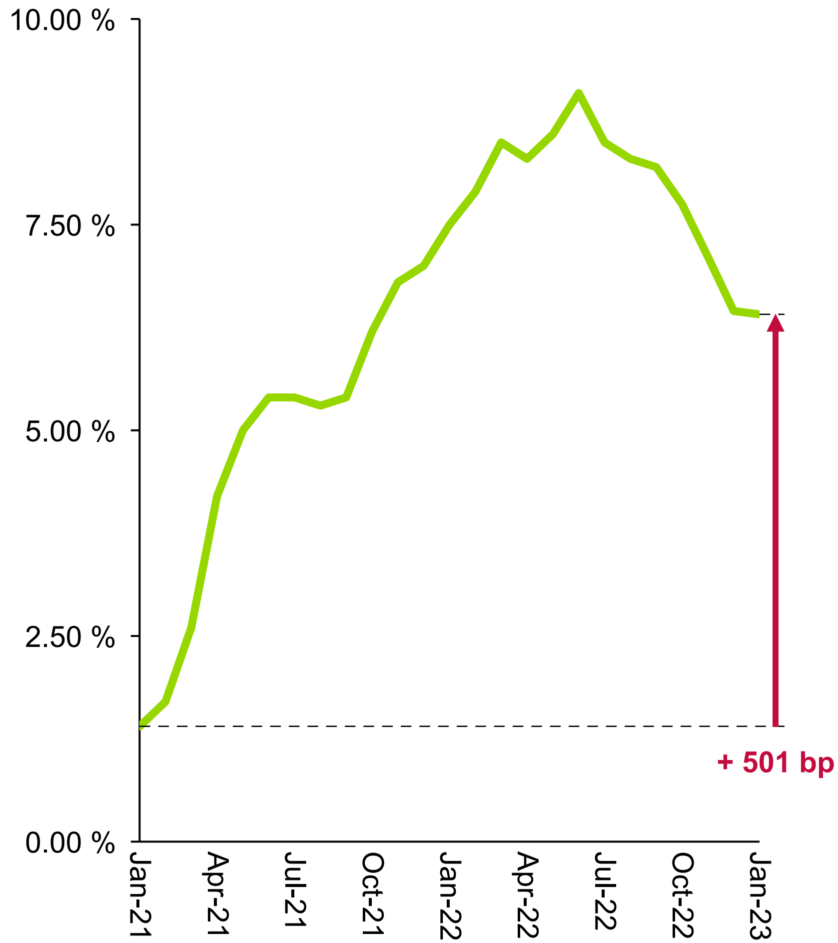
230+ Collection Operations

18,000+ Employees

30+ Material Recovery Facilities

Historic US Inflation and its Unprecedented Impact

US Inflation Rate – Jan 21 to Jan 23



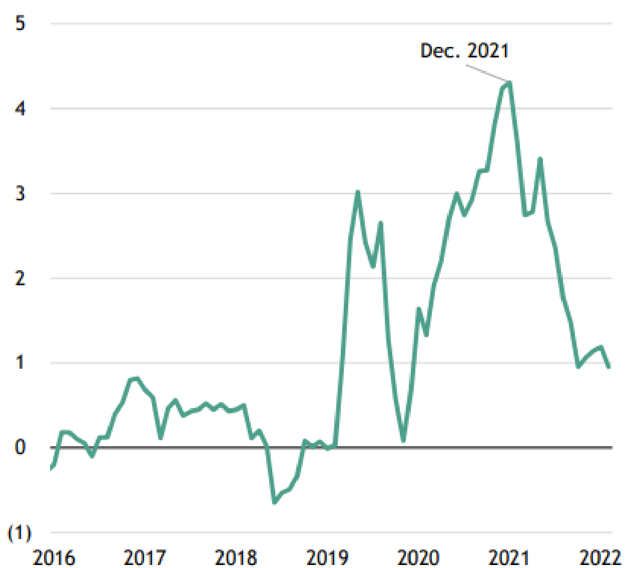
Commentary

- As of Sept '22 US Inflation rate is at 8.20%.
- 501 bp increase from Jan-21.
- In 2022, US Inflation peaked at 9.10%, a historic high.
- Inflation is starting to level off, but higher prices will likely stick around for a while longer.
- Rising inflation coupled with supply chain disruptions has caused significant margin compression across industries.
- Businesses are utilizing pricing to keep up with inflation and margin compression.

Supply Chain Disruption and Commodity Prices

Supply Chain Pressure

FRBNY Global Supply Chain Pressure Index[1]
(higher=more pressure)



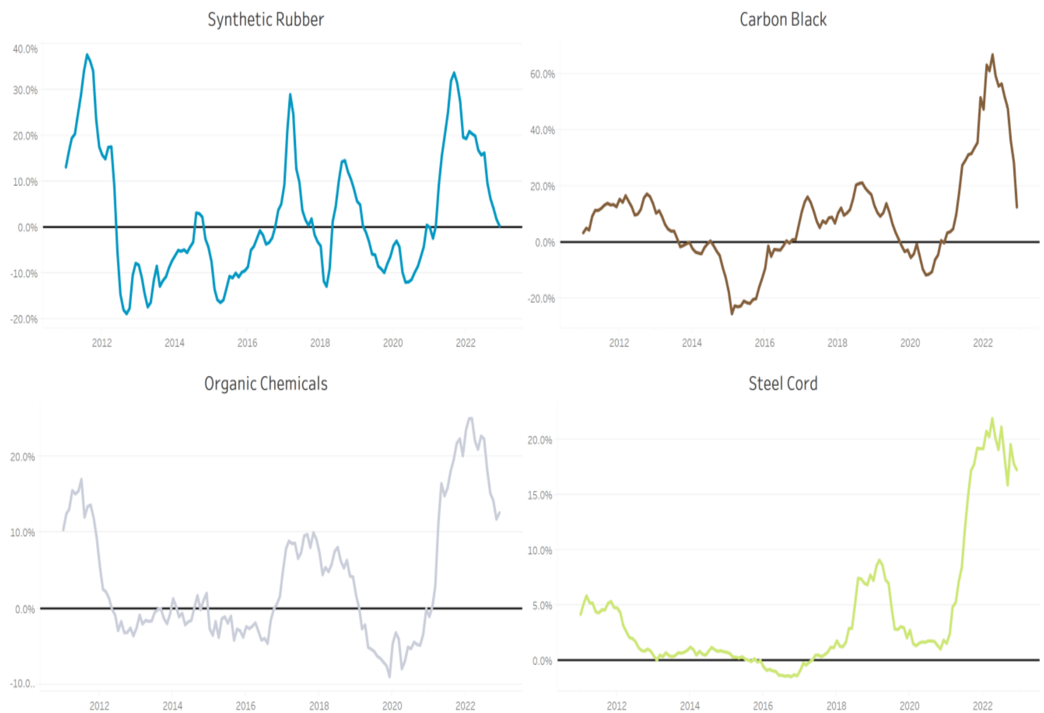
Commodity Prices - Producers

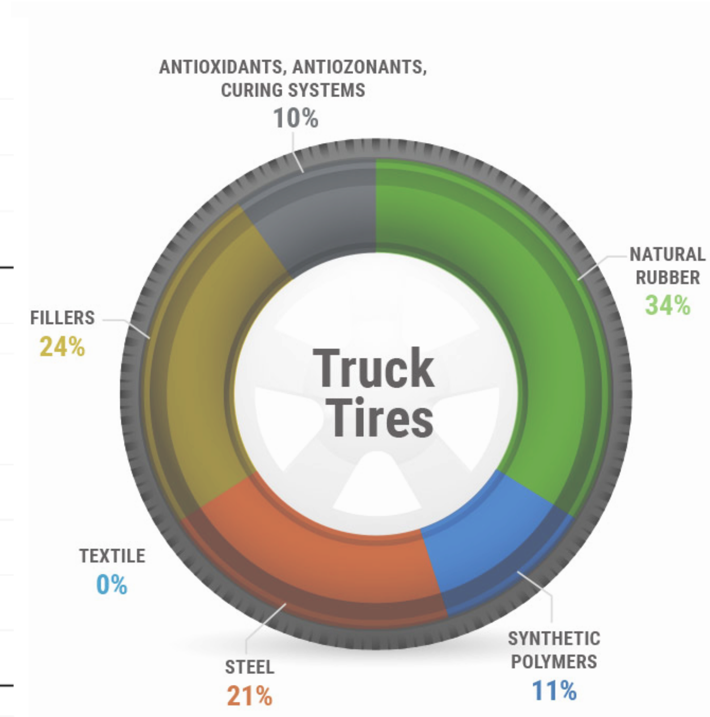
Category	Key Metrics & Financial Highlights	Most Recent Period	6 mo. Prior	Most Recent	Most Recent vs. LTM Med.
Producer Price Indices (1)	Iron and Steel	Jan	393	326	-15%
	Aluminum Sheet and Strip	Jan	161	148	-5%
	Lumber	Jan	319	265	-15%
	Wood Pulp	Jan	237	258	4%
	Corrugated Paperboard	Jan	363	358	-1%
	Plastics Material and Resins	Jan	374	327	-9%
	Asphalt Paving Mixture	Jan	283	272	-1%
	Plastic Resins (incl. Pellets)	Jan	211	200	-4%
	Gypsum Products	Jan	449	462	2%
	Raw Cotton	Jan	169	140	-21%
	Spun Cotton	Jan	190	150	-16%
	Semiconductors	Jan	57	57	1%
	Synthetic Rubber	Jan	291	253	-7%
	Carbon Black	Jan	684	587	-9%
	Organic Chemicals	Jan	432	416	-1%
	Steel Cord	Jan	342	338	-1%

Commentary

- Although supply chain pressures have improved significantly in recent months, they continue to be elevated.
- Persistent logistics disruptions, production delays, and increased fuel costs have caused commodity prices to increase, furthering margin compression for businesses.

Price Impact on Tires



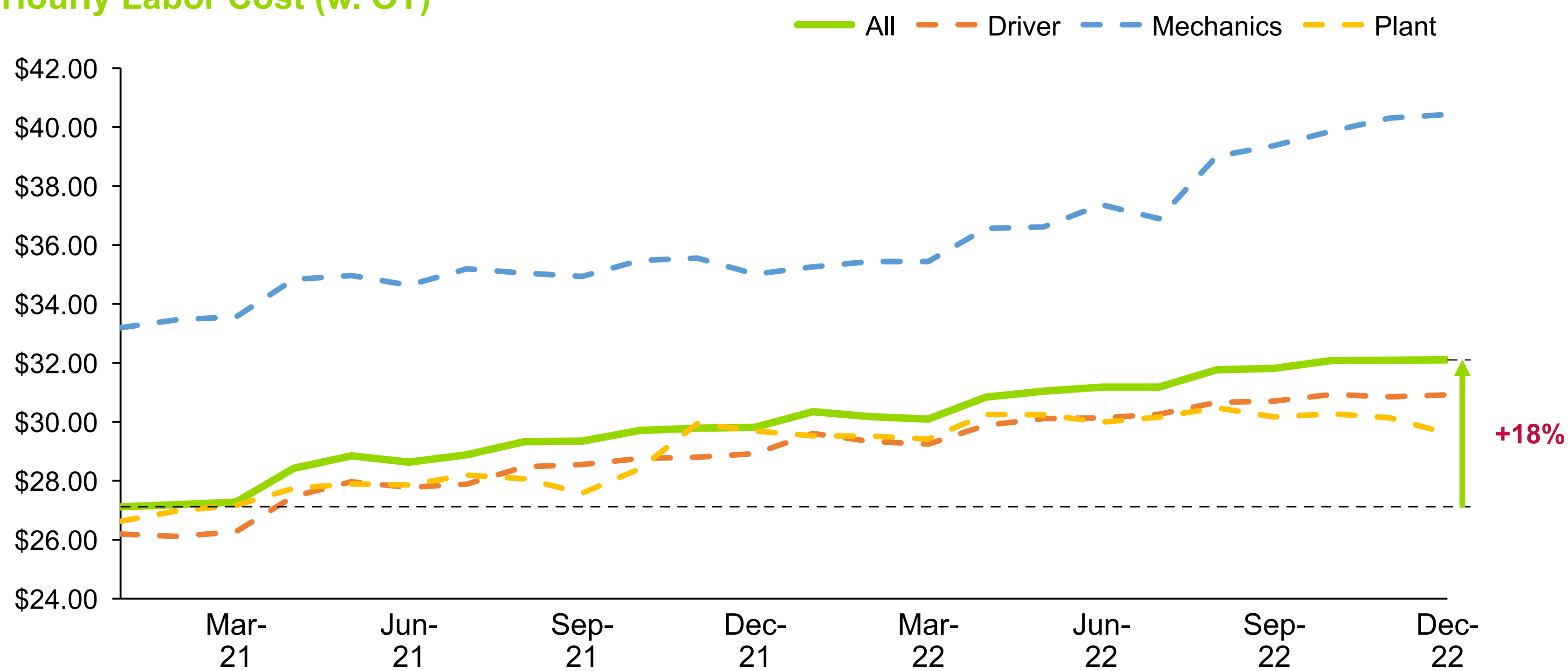


Commentary

- Due to supply chain constraints and a volatile commodity market, input costs for tire manufacturers have risen significantly.
- Key commodities have continued to see elevated price levels which are resulting in further margin compression and increased price push down to end customers.

Hourly Labor Cost - Georgia

Hourly Labor Cost (w. OT)

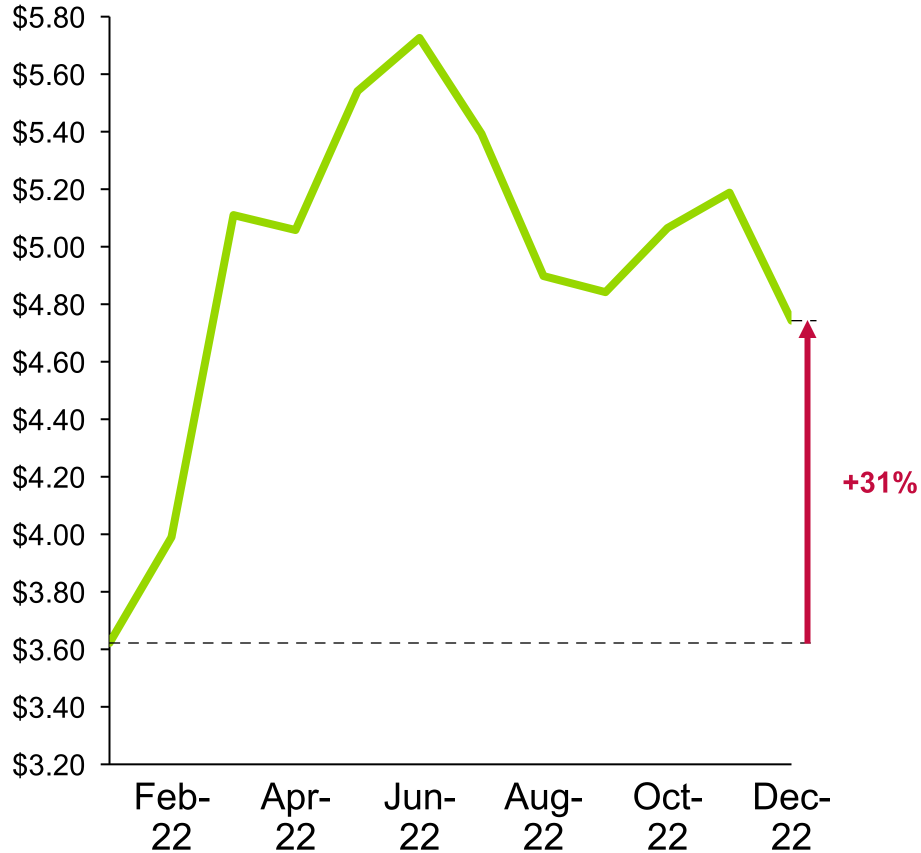


Commentary

- Bloomberg – "US employment costs rose at a firm pace in the third quarter (Q3 2022), underscoring persistent inflationary pressures."
- Since Jan-21 there has been a 18% increase in the hourly labor cost.

Diesel Retail Prices

$ Cost per Gallon



Commentary

- Retail fuel cost has increased 31% since Jan-22. Which has caused a significant headwind to transportation costs.
- On average, fuel costs are about 9% of a collection contract
- **World Bank** – "After surging by about 60 percent in 2022, energy prices are projected to decline 11 percent in 2023. Despite this moderation, *energy prices next year will still be 75 percent above their average over the past five years*"
- **World Bank** – " Energy markets face significant supply concerns as worries about the availability of energy during the upcoming winter will intensify"

Diesel Retail Prices (Dollars per Gallon)

Source: U.S. Energy Information Administration www.eia.gov

Diesel Retail Prices (Dollars per Gallon)									
2018	$ Per Gal	2019	$ Per Gal	2020	$ Per Gal	2021	$ Per Gal	2022	$ Per Gal
Jan-18	$2.910	Jan-19	$2.900	Jan-20	$2.962	Jan-21	$2.604	Jan-22	$3.622
Feb-18	$2.950	Feb-19	$2.907	Feb-20	$2.813	Feb-21	$2.784	Feb-22	$3.990
Mar-18	$2.880	Mar-19	$2.986	Mar-20	$2.634	Mar-21	$3.043	Mar-22	$5.110
Apr-18	$2.989	Apr-19	$3.019	Apr-20	$2.443	Apr-21	$2.998	Apr-22	$5.058
May-18	$3.133	May-19	$3.034	May-20	$2.353	May-21	$3.091	May-22	$5.541
Jun-18	$3.130	Jun-19	$2.978	Jun-20	$2.363	Jun-21	$3.178	Jun-22	$5.726
Jul-18	$3.101	Jul-19	$2.937	Jul-20	$2.382	Jul-21	$3.210	Jul-22	$5.393
Aug-18	$3.089	Aug-19	$2.898	Aug-20	$2.370	Aug-21	$3.213	Aug-22	$4.898
Sep-18	$3.129	Sep-19	$2.908	Sep-20	$2.348	Sep-21	$3.260	Sep-22	$4.842
Oct-18	$3.233	Oct-19	$2.921	Oct-20	$2.322	Oct-21	$3.512	Oct-22	$5.065
Nov-18	$3.176	Nov-19	$2.917	Nov-20	$2.336	Nov-21	$3.611	Nov-22	$5.188
Dec-18	$3.025	Dec-19	$2.930	Dec-20	$2.493	Dec-21	$3.515	Dec-22	$4.743

	2018	2019	2020	2021	2022
Calendar Year – Fuel Price Change	1.24%	5.20%	-14.63%	33.68%	31.13%

suffer damage if the Contractor fails to comply with the aforesaid provisions, that such damages would be difficult to ascertain, and that the aforesaid liquidated damages per compliant represent a reasonable and agreed estimate of the City's actual damages for each such failure of the Contractor.

d. For the Complaint process, the City will generate a service request email or submit a request through the CONTRACTORS online portal system, EZWaste, for every complaint call received by the City. The CONTRACTOR is responsible for retrieving the service complaints at least twice daily with one such collection of service request forms to occur before 9:00 am and the other to occur before 2:00pm so that the complaints will be addressed and corrected in a timely manner. Complaints received prior to 2:00pm, Monday through Friday, will be addressed by noon of the following workday. All missed service requests are to be resolved within twenty-four (24) hours.

8. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

9. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10th day of the following month in which the invoice is submitted. The number of units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be 4200 provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this Agreement by use of water meter or other utility records. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced.

10. Adjustments:

a) The Service Fee may be increased annually every May 1st beginning on May 1, 2022 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2).

b) The Service Fee may be adjusted more often than annually if such adjustments arise out of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as fuel cost, disposal fees and governmental regulations. CONTRACTOR may implement a fuel surcharge if the per-gallon fuel prices exceed $ 4.25__ by at least 10% when averaged over the prior 6-month period. The fuel surcharge will be implemented as a flat rate on a per unit basis. In addition, increases in material disposal tipping fees will result in an adjustment to the Service Fee by utilizing the following calculation: average tons generated multiplied by the amount of landfill increase divided by number of households serviced.

11. Education and Community Involvement: CONTRACTOR agrees to donate $2,500.00 annually during the term of this Agreement, or any extension thereof, to the City's Keep Fairburn Beautiful program for its use in the providing educations materials, lessons, and programs for instruction in protecting the environment within the City of Fairburn. CONTRACTOR agrees to donate $1,500.00 of bicycles annually to the Christmas Giveaway. CONTRACTOR agrees to donate $2,500.00 annually to St. Jude's Children's Research Hospital in the month of October in participation with the Fall Festival.

12. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits, and licenses required by law for the provision of the Services and will provide the Services in accordance with all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin, or physical disability.

13. Point of contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Administrator or Mayor. CUSTOMER will direct all interaction related to service to the Utilities Director at the City of Fairburn or his designee.

14. Local Presence: CONTRACTOR will provide a local and/or toll-free telephone number to its office in Fairburn, Georgia, for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m. After hour contact can be made via email to the CONTRACTOR or submitted at the online service request.

15. Notification of Customers: CONTRACTOR will notify the City about service inquiry procedures, regulations, and days of collection prior to the date Services begin under this Agreement.

16. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential, or punitive damages.

CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: **Request from Advanced Disposal dba Waste Management for a Consumer Price Index (CPI) Rate Increase of 10% effective June 1, 2023**

ITEM TYPE: Other

SUBMITTED: 05/15/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 05/22/2023

DEPARTMENT: Utilities

BUDGET IMPACT: There is no budget impact on the city.

PUBLIC HEARING: No

PURPOSE:

For Mayor and Council to consider and approve the request from Advanced Disposal dba Waste Management for a Consumer Price Index (CPI) Rate Increase of 10% effective June 01, 2023.

HISTORY:

The City of Fairburn has been a customer since February 2006 for commercial solid waste collection and recycling service. Throughout the term of the previous agreements, there were no major issues and customers were satisfied with their services.

FACTS AND ISSUES:

In accordance with Section 5.0 Compensation, specifically 5.3-Rate Adjustments Due to Significant Changes, Letter A (Consumer Price Index Adjustment) of the agreement, "Once each year, the Contractor may petition to adjust its rate upward or downward to reflect changes in the Consumer Price Index (CPI) that have occurred during the proceeding twelve months. However, the CPI increase may not exceed four percent (4%) in any one year" and Letter C, "Extraordinary fuel rate increases."

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council to consider and approve the request from Advanced Disposal dba Waste Management for a Consumer Price Index (CPI) Rate Increase of 10% effective June 1, 2023.

ATTACHMENTS:

1. City of Fairburn CPI 2023 v2
2. Inflationary Infographic 2023 Update

May 11, 2023

City of Fairburn
John Martin, Utilities Director
56 Malone Street
Fairburn, Georgia 30213

Dear Mr. Martin:

As you know, Advanced Disposal dba Georgia Waste Systems, LLC. agreement for solid waste service disposal with the City of Fairburn allows for an annual CPI adjustment, effective June 1, 2023. The change reflects the adjustment in the Consumer Price Index (CPI), as published by the US Department of Labor, Bureau of Labor Statistics for April was 6.0%.

Effective with the collection services provided June 1, 2023, through May 31, 2024, your invoice will increase this year by10% that will be passed through to the customer. This percentage factor is based on the Consumer Price Index for Urban Consumers (CPI-U), All Items, month of February. A copy of the documentation is enclosed. This extraordinary increase is necessary to try to keep up with the continue risen inflationary and other external factors that are included in the cost for waste disposal.

Of course, you can expect the same quality service you have come to expect from us. We look forward to continued business together in the future.

Please let me know if you have any questions or need more information. We do appreciate our business with the City of Fairburn and look forward to a continued partnership.

Thank you.

Sincerely,

Alan Owens

Alan Owens
Public Sector Manager

53 Rate Adjustments Due to Significant Changes

The rates set forth in Exhibit "A" shall be fixed for the first-year term of this Agreement. After the first year, Contractor shall only be able to adjust the rates to compensate Contractor for:

A. Consumer P1ice Index Adjustment. Once each year, the Contractor may petition to adjust its rate upward or downward to reflect changes in the Consumer Price Index (CPI) that have occurred during the preceding twelve months. However, the CPI increase may not exceed four percent (4%) in any one year. The CPI adjustments shall be base d on the consumer price index for the month of April published by the United States Department of Labor, Bureau of Labor Statistics, for all items in the wage earners and clerical workers category for the entire U.S

B. Any change in governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees clue to such Changes in Law.

C. Extraordinary fuel rate increases

Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs as a result of paragraphs A., B., or C. above and shall petition the City for approval of the rate adjustment, which approval shall not be unreasonably withheld. The petitioned rate adjustment shall be negotiated in good faith by City and Contractor.

CPI for All Urban Consumers (CPI-U)
12-Month Percent Change

Series Id:	CUUR0000SA0
Not Seasonally Adjusted	
Series Title:	All items in U.S. city average, all urban consumers,
Area:	U.S. city average
Item:	All items
Base Period:	1982-84=100
Years:	2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5	1.4
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.7	1.5
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	-0.1	0.3
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.1	1.5
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.2	2.0
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.5	2.4
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.7	1.9
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2	1.2
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	3.4	6.0
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.3	7.7
2023	6.4	6.0												

Inflation Impacts to Our Industry | Inflationary peaks in 2022 are still driving cost

MAINTENANCE COSTS:
Maintenance costs continue to rise, up +29% at 2022 peak

Tires: New & Retread
Rubber peaked at

44% OVER 2020

6 month lag in price decrease

Lubricants: Base Oils
90% Increase at peak

Containers & Compactors:
Hot rolled coil steel

+200% OVER 2020:

production throttled and labor shortages

Collection Vehicles:
Steel demand higher than supply, record high prices and labor shortages

Collection Parts:
Labor and raw material shortages, high transportation costs

FUEL COSTS:
Fuel costs peaked in 2022

At peak **CNG +332%** since Jan 2020

Increased demand, increase in LNG exports

Diesel:
Decreased refinery capacity, weather disruptions, low inventories – high demand.

WTI futures peaked **+99%** since 2020

Transport & Logistics
- Global supply chain disruptions continue to stress transport capacity
- Steep inflation across wages, tires, equipment, parts, insurance and fuel
- Extended lead-times and shortages on parts and equipment
- New contracts awards have seen 30% increase since 2020
- 400% increase in ocean freight rates at peak over last 3 years

FRONT-LINE LABOR:
Significant Wage Increases YOY

Labor Supply:
- 80K CDL drivers YOY
+ 70K CDL job openings YTD

Competition:
Amazon, Fed Ex, UPS last mile drivers do not require CDL

Shrinking driver pool = recruitment and retention challenges

CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: **Finance Director Monthly Report**

ITEM TYPE: Presentation

SUBMITTED: 05/16/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 05/22/2023

DEPARTMENT: Finance

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:
Financial Presentation to Mayor and Council.

HISTORY:
The presentation is the monthly financial presentation to the Mayor and Council for FY2022 - FY2023.

FACTS AND ISSUES:
The presentation is a report on the financial standing of the City of Fairburn as of April 30, 2023.

FUNDING SOURCE:
N/A

RECOMMENDED ACTION:
N/A

ATTACHMENTS:
1. Monthly Financial Report to Council 4.30.23

CITY OF FAIRBURN

FINANCIALS FOR MONTH

ENDED April 30, 2023

AS OF May 15, 2023

PRESENTED BY

Bryan Stephens

DIRECTOR OF FINANCE

Fairburn
Situated to Succeed

CITY OF FAIRBURN GENERAL FUND

FINANCIAL HIGHLIGHT

YEAR TO DATE (YTD) APRIL 30, 2023

1. The City of Fairburn's General Fund (GF) concludes its 7^{th} month of 2023 operation with $3.6M in net cash flow.
2. To date the General Fund has generated $19.6M in Revenue with $9.2m in General Fund Expenditures.
3. As of April 30, 2023, the City has collected 80% of its YTD revenues.
4. To date the City has expensed 40% of its budget.
5. Property and Local Option Sales Tax Revenue represents the City's General Fund primary source of operating resources.
   - Real Property Tax represents 54% of GF Revenue
   - L.O.S.T represents 18% of GF Revenue

CITY OF FAIRBURN GENERAL FUND

Statement of Revenues & Expenditures

FOR MONTH ENDING APRIL 30, 2023

ACCOUNT DESCRIPTION	2023 BUDGET	YTD REVENUE
Real Property Tax	$8,122,794	$10,101,257
Motor Vehicle Tax	$600,000	$469,125
Franchise Tax	$1,400,000	$1,433,365
Local Option Sales Tax	$4,680,000	$3,194,603
Business & Occupation Tax	$850,000	$859,799
Other Taxes	$2,215,500	$1,994,324
Licenses & Permits	$589,000	$197,059
Charges for Services	$134,000	$170,717
Fines & Forfeitures	$800,000	$449,902
Other Revenues	$4,685,750	$674,242
TOTAL REVENUES	**$24,182,715**	**$19,544,393**

CITY OF FAIRBURN GENERAL FUND

Summary of Revenues

FOR MONTH ENDING
APRIL 30, 2023

ACCOUNT DESCRIPTION	2023 BUDGET	APRIL 2023	YTD REVENUE	% OF YTD REVENUE
Real Property Tax	$8,122,794	$80,210	$10,101,257	124%
Motor Vehicle Tax	$600,000	$71,367	$469,125	78%
Franchise Tax	$1,400,000	$790,441	$1,433,365	102%
Local Option Sales Tax	$4,680,000	$446,016	$3,194,603	68%
Business & Occupation Tax	$850,000	$87,981	$859,799	101%
Other Taxes	$2,215,500	$144,875	$1,994,324	90%
Licenses & Permits	$589,000	$52,893	$197,059	32%
Charges for Services	$134,000	$104,988	$170,717	127%
Fines & Forfeitures	$800,000	$65,412	$449,902	56%
Other Revenues	$4,685,750	$114,984	$674,242	14%
TOTAL REVENUES	**$24,182,715**	**$1,959,171**	**$19,544,393**	**81%**

CITY OF FAIRBURN GENERAL FUND

Statement of Revenues & Expenditures

FOR MONTH ENDING APRIL 30, 2023

ACCOUNT DESCRIPTION	2023 BUDGET	YTD EXPENDITURES	% OF BUDGET
Mayor & Council	$369,037	$142,302	38%
City Clerk	$443,191	$149,418	33%
City Administrator	$1,631,209	$871,996	54%
Finance	$1,170,913	$637,562	54%
Technology	$627,157	$257,236	41%
Human Resources	$538,594	$276,878	51%
Property Management	$1,017,471	$280,565	30%
Court Services	$883,617	$304,787	35%
Police	$5,082,183	$2,414,777	48%
Fire	$4,184,920	$2,017,338	49%
Public Works Administration	$537,531	$275,410	52%
Streets	$1,912,182	$572,283	41%
Maintenance & Shop	$242,939	$99,020	41%
Recreation Programs	$1,091,288	$327,453	29%
Inspection & Enforcement	$505,832	$200,974	41%
Planning & Zoning	$496,542	$231,571	48%
Economic Development	$374,208	$120,112	33%
Main Street	$171,772	$25,267	16%
Non-Departmental	$2,902,129	$3408	0%
TOTAL EXPENDITURES	**$24,182,715**	**$9,208,356**	**40%**

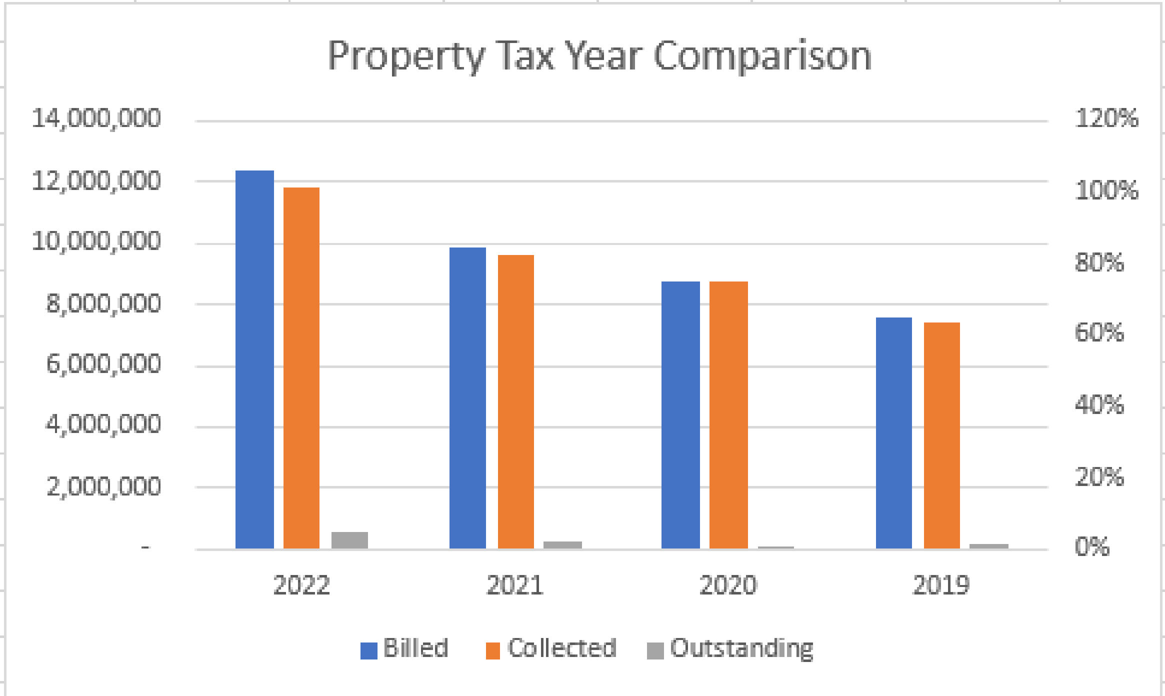
PROPERTY TAX REVENUE

Tax year billing amounts

- 2022 - $12,409,677
- 2021 - $9,821,364
- 2020 - $8,793,791
- 2019 - $7,581,072

Tax year collection amounts and rate %

- 2022 - $11,893,970 (96%)
- 2021 - $9,590,812 (97.65%)
- 2020 - $8,736,702 (99.35%)
- 2019 - $7,419,372 (97.87%)



CITY OF FAIRBURN ENTERPRISE FUND

FINANCIAL HIGHLIGHT

YEAR TO DATE (YTD) APRIL 30, 2023

1. The City of Fairburn's Enterprise Fund (EF) concludes its 7th month of 2023 operation with roughly $900,000 in net cash flow.
2. To date the Enterprise Fund has generated $11.9M in Revenue with $11M in Enterprise Fund Expenditures.
3. As of April 30, 2023, the City has collected 54% of its YTD budgeted revenues.
4. To date the City has expensed 50% of its budget.

CITY OF FAIRBURN ENTERPRISE FUND

Statement of Revenues & Expenditures

FOR MONTH ENDING APRIL 30, 2023

ACCOUNT DESCRIPTION	2023 BUDGET	YTD REVENUE
Charges for Services	$18,494,592	$11,538,621
Investment Income	$2,500	$24,092
Miscellaneous Revenue	$15,000	$2,367
Other Financing Sources	$2,862,040	$1,063
TOTAL REVENUES	**$21,374,132**	**$11,566,143**

CITY OF FAIRBURN ENTERPRISE FUND

Summary of Revenues

FOR MONTH ENDING
APRIL 30, 2023

ACCOUNT DESCRIPTION	2023 BUDGET	APRIL 2023	YTD REVENUE	% OF YTD REVENUE
Charges for Services	$18,494,592	$1,816,021	$11,538,621	62%
Investment Income	$2,500	$4,344	$24,092	746%
Miscellaneous Revenue	$15,000	$0	$2,367	3%
Other Financing Sources	$2,862,040	$1,063	$1,063	0%
TOTAL REVENUES	**$21,374,132**	**$1,821,428**	**$11,563,143**	**54%**

CITY OF FAIRBURN ENTERPRISE FUND

Statement of Revenues & Expenditures

FOR MONTH ENDING APRIL 30, 2023

ACCOUNT DESCRIPTION	2023 BUDGET	YTD EXPENDITURES	% OF BUDGET
Water & Sewer	$8,891,735	$3,752,831	56%
Stormwater	$723,592	$50,342	9%
Water & Sewer Bond	$330,610	$60,305	18%
Electric	$10,530,195	$6,804,439	64%
Sanitation	$898,000	$477,701	45%
TOTAL EXPENDITURES	**$21,374,132**	**$11,145,618**	**52%**

Fairburn

Situated to Succeed

QUESTIONS?

CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: **City Administrator's Monthly Report**

ITEM TYPE: Presentation

SUBMITTED: 05/17/2023 **WORK SESSION:** N/A **COUNCIL MEETING:** 05/22/2023

DEPARTMENT: City Administrator's Office

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:
City Administrator presentation to Mayor and Council.

HISTORY:
This presentation is the monthly administrative report to Mayor and Council.

FACTS AND ISSUES:
This presentation is a report on the administrative operations of the City of Fairburn.

FUNDING SOURCE:
N/A

RECOMMENDED ACTION:
N/A

ATTACHMENTS:
1. CA Monthly Report APRIL 2023

CITY ADMINISTRATOR'S MONTHLY REPORT

APRIL 2023

FAIRBURN, GA

AUTHORED BY: TONY M. PHILLIPS, CPM

CITY ADMINISTRATOR

MR. TONY M. PHILLIPS, CPM®

Greetings Honorable Mayor & City Council Members,

I am privileged to present a summary of the City's monthly administrative activities for April 2023. City Administration and staff maintains our persistent focus on the improvement of city operations and service delivery. Continuous improvement is a core principal of our management and operational methodology. We have been intentional in our efforts to build and support a professional and experienced city staff that continues to provide high quality daily services to our residents. Fairburn maintains a firm financial standing coupled with sound fiscal management. Our growing standing as one of the state's finest live, work, play communities is made possible by a foundation of multiple assets, including but not limited to, proximity to the world's busiest airport, access to major interstate and state highways, and a consistently low crime rate.

City administration and staff prioritizes operational transparency. Additionally, we focus on listening to our neighborhoods, communities, and local businesses. Our objective is to support a safe, inclusive, innovative, and economically vibrant city.

This report summarizes activities for April 2023. The City, under the leadership of the Honorable Mayor Mario Avery, continues its "Fairburn Forward" initiative highlighted by our three R's (Refresh, Rebrand, Renew). Please note the operational highlights listed below.

- The Notice to Proceed for the CDBG, Golightly Street Pedestrian Improvements Project ($311,850.00) was received from the Fulton County Community Development Department on April 24th, 2023.
- The I-85 @ SR 74/Senoia Road Interchange Project currently has fifty-seven (58) parcels; the preliminary parcel count was fifty (50) parcels. GDOT has closed on twenty-nine (29) parcels. Six (6) condemnations pending.
- Third Friday Concert: Taste of SoFu kickoff event with performances by Dileesa Archer, Gritz and Jelly Butter, and Sammie. More than 15 food, retail, and civic organizations participated, with record attendance, exceeding an estimated 800 attendees.
- Civic Night for Georgia Cities Week: Students from Global Impact Academy conducted a mock City Council Meeting identifying a key issue impacting the community, relying on information provided by the city, such as budgets, departmental roles, and responsibilities, to identify a community issue and initiative policy directives.

- Town Square Historic Clock
    - Project Approved
    - Working with development team regarding installation.
- Human Resources and the Wellness Team host “Managing Workplace Stress” lunch and learn on April 13, 2023, in partnership with EAP vendor CorpCare.
- Human Resources and the Employee Engagement Team recognized National Lineman Appreciation Day on April 18, 2023.
- During Georgia Cities Week, Human Resources and the Wellness Team host the City of Fairburn Education Fair on Thursday, April 27, 2023 highlighting the Intellectual wellness dimension. Fairburn Employees and members of the community had an opportunity to meet various University representatives to discuss continuing education opportunities.
- KnowBe4 Security Awareness training organization-wide
- Wi-Fi at Duncan Park pool area complete
- Berry Foundation C.O.S.T Football Camp (Free) – 44 youth participants
- Girls Guide – Girls Mentoring Program: 8 youth girl participants.
- GRPA District 4 Championships – 35 athletes advanced to the State Championship
- Weekly Youth programs: Music Education Group, Youth Track, Youth Soccer, and Tee Ball
- Healthy Eating Class – 25 senior participants (Sensational Seniors), Crochet Class – 15 senior participants (Sensational Seniors)
- Weekly Senior programs – Walking Club, Chair Aerobics, Line Dancing
- There is a significant increase in code enforcement cases related to high grass and trash bins in public view.
- Planning & Zoning staff is scheduling a meeting with Habitat for Humanity to tour recently constructed homes and discuss other services.
- Old Campbell Courthouse post fire Asbestos abatement and debris removal is completed. Post abatement and debris removal walkthrough with insurance company has taken place. Waiting for further evaluation information the insurance company.
- Temporary Fire Station apparatus bay installation is in progress.

CITY CLERK

CITY CLERK BRENDA JAMES APRIL 2023

<u>Department Highlights/Accomplishments:</u>

Received 100 open records request for April – Researched and processed

Collected $1186.36 payments for Open Records in February

Preparing Property and Liability Insurance Renewal

Processed incident reports to Travelers Insurance

Processed Mayor and Council Credit Card Request

Processed NLC and GMA Registration for Mayor and Council

Prepared City Council Meeting Agenda Packets for April 10th and April 24th, 2023

Emailed weekly open request reports to City Attorney, Mayor and City Administrator

Prepared City Council Minutes

Signed all Business Licenses

Signed All Alcohol Licenses

Process Per Diem Checks for Council

Process Payment of Invoices

COMMUNITY DEVELOPMENT

DIRECTOR: LESTER THOMPSON APRIL 2023

Department Highlights/Accomplishments:

Participated in the Fulton County TSPLOST Program Management Meeting with the Cities on April 14th, 2023.

The City of Fairburn's Local Issuing Authority (LIA) Monthly Reports for the months of February 2023 and March 2023, were submitted to the Georgia Soil & Water Conservation Commission (GSWCC) on April 18th, 2023.

Participated in the GDOT Monthly Progress Status Meeting for the I-85 @ SR 74/Senoia Road Interchange Project on April 18th, 2023.

Participated in the Fulton County Soil and Water Conservation District (SWCD) Meeting on April 18th, 2023.

The Atlanta Regional Commission (ARC) made a special administrative modification to the FY 2020-2025 Atlanta Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) for the I-85 @ SR 74/Senoia Road Interchange Project on April 21st, 2023.
The modification changed the match source of the STBG-Urban funded FY 2023 PE phase to state match (Previously $200,000 federal share matched by $50,000 local share for a total of $250,000 - now $200,000 Federal share matched by $50,000 state share for a total of $250,000).

Participated in the Council Retreat on April 22nd, 2023.

The Notice to Proceed (NTP) for the Southeast Broad Street Pedestrian Improvements Project (23-002) was issued to The Corbett Group, LLC on April 24th, 2023. The official Notice to Proceed (NTP) Date is May 1st, 2023, at which time, time charges will begin.

The Notice to Proceed (NTP) for the Virlyn B. Smith Pedestrian Improvements Project (23-003) was issued to Sol Construction, LLC on April 24th, 2023. The official Notice to Proceed (NTP) Date is May 1st, 2023, at which time, time charges will begin.

The Notice to Proceed for the CDBG, Golightly Street Pedestrian Improvements Project ($311,850.00) was received from the Fulton County Community Development Department on April 24th, 2023.
The Preconstruction Meeting for the Golightly Street Pedestrian Improvements Project (23-004) was conducted on April 25th, 2023.

The Notice to Proceed (NTP) for the Golightly Street Pedestrian Improvements Project (23-004) was issued to SD&C, Inc. on April 25th, 2023. The official NTP Date is May 8th, 2023, at which time, time charges will begin.

Addendum #1 for IFB# 23-012, Roadway Improvements on Various City Roads was posted on April 26th, 2023. It was posted on the City of Fairburn's website on the Bid and Proposals page, the Georgia Local Government Access (GLGA) Marketplace, and the Georgia Procurement Registry.
Participated in the South Fulton Community Improvement District (CID) Board Meeting on April 28th, 2023.

The City of Fairburn's Erosion, Sedimentation, and Pollution Control Activities 3rd Quarter Report for the months of January 1st – March 31st was submitted to the Georgia Soil & Water Conservation Commission (GSWCC) on April 28th, 2023.

Department Updates:

Permit Type	Number Issued
Right-of-Way Encroachment Permits	5
Timber Harvesting Permits	0
Clearing & Grading Permits	0
Land Disturbance Permits (LDPs)	0

Project Status:

Community Development Projects Plans Under Review			
Project Name	**Location**	**Plan Type**	
Renaissance at SouthPark Phase V, Water & Sewer	Oakley Industrial Boulevard @ Plantation Road	Site Development Plans	Revised plans received 03/31/2023. **Plans approved 04/11/2023.**
Bohannon Road Training Center	Bohannon Road (City-Owned Property) Land Lease Agreement dated 12/12/2022.	Clearing & Grading Plans	Revised plans received 03/30/2023. **Comments provided on 04/18/2023.**
Oakmont Bohannon	621 Bohannon Road	Site Development Plans	**Third revision received 04/12/2023.** **Comments on revision 3 provided 04/28/2023.**
South Park Building C	Whitewater Place; 7760 Spence Road	Site Development Plans	Plans approved 02/16/2023. Revised Landscape plans provided 03/08/2023. Landscape comments provided 03/14/2023. Tree Bank contribution required.
Mini Storage Depot at Fairburn	156 Jonesboro Road (near Heath Street & Beverly Engram Parkway)	Site Development Plans	Conditional approval provided 03/22/2023. GDOT approval required. Tree Bank contribution required.
Copart, Inc. – Fairburn	6737 Roosevelt Highway	Site Development Plans	**Conditional approval provided 04/11/2023. The City of Atlanta Permit and Fulton County Permit required.**
Nestle Purina Petcare, Roadway and Drainage Improvements	5001 Fayetteville Road	Site Development Plans	Comments provided 02/21/2023. **Revised plans received 04/24/2023.**
Evergreen Subdivision	Elder Street (near Vickers Road & Strickland Street)	Site Development Plans	**Revision 2 received 04/12/2023.** **Plans approved on 04/25/2023.**
Legend Creek Subdivision	White Mill Road (near Rivertown Road)	Site Development Plans	Revised plans received 03/03/2023. Plans approved 03/16/2023.
Vickers Point Subdivision	Vickers Road (at the intersection of Beverly Ingram Parkway/ SR 138)	Site Development Plans	**Revision 2 received on 04/13/2023.** **Comments on revised 2 provided on 04/28/2023.**

Community Development Projects Under Construction		
Project Name	**Permit Type**	**Permit Issuance Date**
Renaissance Parkway Phase II ~ Sanitary & Stormwater Construction	Land Disturbance Permit	February 22nd, 2023
Milam Village, Phase 2 ~ Popeye's	Land Disturbance Permit	February 6th, 2023
Ren Park Apartments	Land Disturbance Permit	November 10th, 2022
South Park, Building B	Land Disturbance Permit	November 8th, 2022
SIXTY-NINE ZERO FIVE DEV CO. - 6905 Virlyn B. Smith (Renaissance Festival)	Timber Harvesting Permit	October 26th, 2022
96 Howell Avenue, Lot 3, Water and Sewer Project	Land Disturbance Permit	September 28th, 2022
1162 Hwy 54 East, LLC	Land Disturbance Permit	September 28th, 2022
South Park, Building A	Land Disturbance Permit	July 20th, 2022
Package Depot Plaza	Land Disturbance Permit	April 12th, 2022
Fairburn DC, Howell Avenue	Land Disturbance Permit	February 8th, 2022
Trillium Reserve Subdivision	Land Disturbance Permit	September 29th, 2021
Fern Dale Subdivision	Land Disturbance Permit	March 31st, 2021
Legend Creek Subdivision	Land Disturbance Permit	October 15th, 2020

Public Works/Capital Improvement Projects Under Design			
Project Name	**Design Firm**	**Current Phase**	**Let Date**
Roadway Improvements on Various City Roads	In-House	Bid/Letting	March 29th, 2023
Southeast Broad Street/McLarin Road Pedestrian Improvements Project	Pond & Company	Contract Award	November 9th, 2022
CDBG, Golightly Street Pedestrian Improvements Project	Pond & Company	Contract Award	November 9th, 2022
Virlyn B. Smith Pedestrian Improvements Project	Pond & Company	Contract Award	November 9th, 2022
Park Road Extension/Duncan Park Secondary Access Road	Southeastern Engineering, Inc.	Preliminary Design	May 31st, 2023 (anticipated)
Oakley Industrial Boulevard Roadway Extension	Southeastern Engineering, Inc.	Preliminary Design	August 23rd, 2023 (anticipated)
CDBG, Lightning Community Rain Garden & Greenspace Project	Pond & Company	Preliminary Design	October 18th, 2023 (anticipated)
I-85 @ SR 74/Senoia Road Interchange Project (PI# 0007841)	TranSystems Corporation	Right-of-Way Acquisition/Final Design	Management Let Date: June 15th, 2024

The I-85 @ SR 74/Senoia Road Interchange Project currently has fifty-seven (58) parcels; the preliminary parcel count was fifty (50) parcels. GDOT has closed on twenty-nine (29) parcels. Six (6) condemnations pending.

Public Works/Capital Improvement Projects Under Construction		
Project Name	**Notice to Proceed Date (NTP)**	**Completion Date(s)**
Downtown LCI Streetscape Project [SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET-LCI] (19-005/ PI #0012636)	July 6th, 2020	Substantial: April 13th, 2022 Final: May 22nd, 2022 (outstanding)

Upcoming Events/Actions/Meetings:

•The bid opening date for the 2023 LMIG/TSPLOST Resurfacing Project, Roadway Improvements on Various City Roads (IFB# 23-012), is May 3rd, 2023.
•The Agreement between Fulton County and the City of Fairburn for $311,850.00 for the CDBG, Golightly Street Pedestrian Improvements Project was executed on April 24th, 2023. It is anticipated it will be ratified by the Mayor & Council at the May 8th, 2023, City Council Meeting.

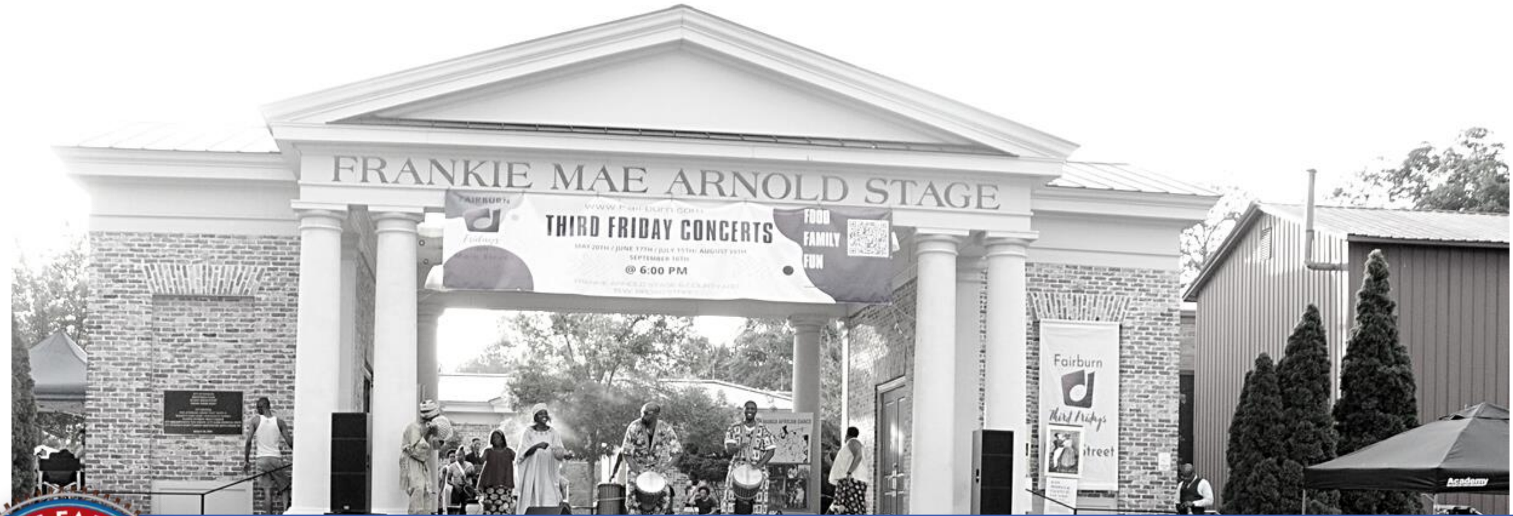
COURTS

DIRECTOR: LISA BROWNLEE-MACK   APRIL 2023

<u>Department Highlights/Accomplishments:</u>

· Completed all scheduled court sessions.
· Responded to Open Records Requests
· Processed Monthly State Funds Report
· Processed Record Restrictions Requests
· Scheduled Annual Municipal Court Judge Training

<u>Upcoming Events/Actions/Meetings:</u>
· Continue review and revise Court forms, fines and SOP



ECONOMIC DEVELOPMENT

DIRECTOR: SYLVIA ABERNATHY APRIL 2023

- Participated in City Council Retreat with Mayor and Executive Leadership Team, giving presentation regarding downtown expansion projects and Main Street Program updates.

- Produced Third Friday Concert – Taste of SoFu kickoff event with performances by Dileesa Archer, Gritz and Jelly Butter, and Sammie. Downtown family friendly event within the Historic Commercial District, promoting local businesses, vendors, and bringing visitors to the area. More than 15 food, retail, and civic organizations participated, with record attendance, exceeding an estimated 800 attendees.

- Civic Night for Georgia Cities Week, a collaboration between economic development and educational stakeholders to engage local businesses, students, and families in governmental operations. Students from Global Impact Academy conducted a mock City Council Meeting identifying a key issue impacting the community, relying on information provided by the city, such as budgets, departmental roles, and responsibilities, to identify a community issue and initiative policy directives.

- Prepared and wrote April City Connect Newsletter, highlighting Alleywave: Canopy of Colors, art installation, Human Resources honoring National Police Week, and other events around Fairburn.

Department Updates:

- Small Business Grant Program
  - Meeting with Procurement Manager to establish timeline, RFP announcement, and review schedule.
  - RFP scheduled for announcement and release. – May 19th
- Vacant Spaces Project with Dash Team – In Process
  - Artists' selection completed. Working with property owner regarding installation.
- Economic Development Citywide Business Summit – **In Process**
- **2023 Third Fridays on Main Street Concert Series**
  - May 19th – *Jazz & Soul Festival*
  - June 16th – *Juneteenth Celebration*
  - July 21st – *Summer Music Festival*
  - August 18th- *Evening with the Stars*
  - September 15th- Hispanic Heritage Festival
  - October 20th- *Harvest Festival*

- Livable Cities Initiative (LCI) Community Development Assistance Program (CDAP)- Interdepartmental application for $250,000 grant for Comprehensive Education Campus Development Plan, downtown catalytic site development, and small business incubator program. – **Submitted February 27th** (extended to March 7th)
- Town Square Historic Clock
  - Project Approved
  - Working with development team regarding installation.
- Downtown Development Authority – Tax Abatement for South City Partners, Ren Park Development, Bond for Title Lease. **In Process**
  - **Presented**
- Downtown Development Authority- 25 SW Broad Street Project.
  - Ongoing meetings with Developer, Economic Development team, and Buildings Director to approve site development. **Ongoing**
  - Letter of Support from Development Authority **In Process**
- Completed the February Monthly Community Activities Report Georgia Main Street/ Department of Community Affairs (DCA), which includes data on job creation, real estate sales, housing, new construction, rehab, and public improvement projects for Main Street reporting.

Project Status:

- Economic Development Strategic Plan
  - Interdepartmental meeting to discuss preparation of RFP. -
- Utility Box Murals – Submitted Draft Call to Arts Advisory Council. – November 17th
  - Vote approving solicitation of artists.
  - Approval by Art Advisory Council of mural locations.
  - Call for Artists. – February 2023
- Adopt-A-Planter Program – submitted a proposal for the implementation of the program. **In Process**
- Façade Grant Program – **In Process**
  - Receiving Applications.
  - Reviewing with consultants, options to establish technical design support options and a downtown look-book guide beautification process.
- Downtown Catalytic Site Development:
  - Review of potential Catalytic Site in downtown Fairburn, Off Broad. -**Ongoing**
  - Redevelopment of downtown parcels. Business Development and Activation: Ongoing discussions with business and property-owner stakeholders.

Upcoming Events/Actions/Meetings:

- Business Alliance Meeting – Southwest Atlanta Airport Mixer – May 24th @ 6:00 pm
- Development Authority (DA) Meeting – May 23rd @ 6:00 pm
- Main Street Board Meeting -TBD
- Ren Thursdays – May11th, May 25th, and June 1st

FINANCE

DIRECTOR: BRYAN STEPHANS APRIL 2023

Department Updates: Month of April 2023
Daily Operations

- Business Licenses
  - New Licenses: 4
  - Renewals: 58
  - Outstanding/Pending Unpaid: 114 (effective 1/2021 to current)
- New services
  - Electric: 33
  - Water: 29
  - Garbage: 33

Personal Property Tax
- Collected: $3,953,876
- Outstanding: $102,493

Real Property Tax
- Collected: $7,792,216
- Outstanding: $222,242

Public Utility Tax
- Collected: $147,777
- Outstanding: $186,679

Project Status:

Purchasing Policy – Adopted 5/8/23

Credit Card Fee Surcharge- P&Z- Go-live implemented on May 1, 2023

Fund Balance Policy- Adopted 5/8/23

Upcoming Events/Actions/Meetings:

a. FY24 Budget Calendar – Completed on May 8, 2023
b. Working with vendor on adding a convenience fee for utility bill credit card payments to offset credit fees being absorbed by the city
c. Accounts payable direct payables process trainings for city employees 5/9-5/11

FIRE

CHIEF CORNELIUS ROBINSON APRIL 2023

Department Highlights/Accomplishments:

• Ladder and fire operations training in Walthourville Georgia
• Meeting with South Fulton, Palmetto, Chattahoochee Hill Chiefs concerning automatic aid response
• Met with building manager and contractors to conduct a final inspection for the temporary station on Bohannon Rd.
• Met with building manager and architects reviewing construction of station 23 on Milam rd.
• Completed "Learn not to burn" at Campbell Elementary for the month of April-May

Department Updates:
• In the process with the building manager of getting furniture for the temp station

Project Status: ▪ N/A

Upcoming Events/Actions/Meetings:
▪ Recruit class in 6th week of recruit school
▪ Chief Robinson & Chief Sapp will be in training from June 5th-9th at EDI training in New Orleans at Dillard University
▪ Fairburn Fire will be hosting the leadership training with COSF on July 20th, 2023.

HUMAN RESOURCES

DIRECTOR: TALISHA CHAMPAGNE March 2023

Department Highlights/Accomplishments:

- **Stress Awareness Month** recognized city-wide for **April 2023** to raise awareness of the impact of stress and how managing stress is an essential component of a healthy lifestyle.

- Human Resources and the Wellness Team host "**Managing Workplace Stress**" lunch and learn on **April 13, 2023**, in partnership with EAP vendor CorpCare.

- Human Resources and the Employee Engagement Team recognized **National Lineman Appreciation Day** on **April 18, 2023.**

- During **Georgia Cities Week,** Human Resources and the Wellness Team host the **City of Fairburn Education Fair** on **Thursday, April 27, 2023** highlighting the **Intellectual** wellness dimension**.** Fairburn Employees and members of the community will have an opportunity to meet various University representatives to discuss continuing education opportunities.

Department Updates:

- City's Hiring & Turnover stats for April 2023:
  - New Hires – Four (4) employees
  - Separations – Three (3) employees

Project Status:

- Retiree benefit plan options are being reviewed and vetted by the assigned Broker Team and Administration.

- Paycom Applicant Tracking module manager training to be held week of May 22, 2023.

Upcoming Events/Actions/Meetings:

- Mental Health Awareness Month recognized city-wide May 2023. City will host, ***Mental Health Awareness "Together We Are More Than Enough"*** livestream panel event on **May 23, 2023,** at 11:00am.

- Human Resources and the Wellness Team introduces May 2023 Wellness Initiative, **Walk@Work.** Citywide walk, in partnership with BKS Broker, will be held **on May 19, 2023.**

- On behalf of City Administration, Human Resources, and the Employee Engagement Team, the following national events will be recognized city-wide:
  - National Professional Municipal Clerk Week – May 1, 2023 to May 6, 2023
  - International Firefighter Day – May 4, 2023
  - National Receptionist Day – May 10, 2023
  - National Police Week – May 15, 2023 to May 19, 2023
  - National EMS Week – May 22, 2023 to May 26, 2023
  - National Public Works Week - May 22, 2023 to May 26, 2023

- Human Resources and the Wellness Team to host lunch and learn on **May 30, 2023,** in recognition of **Women's Health Month**.

- Human Resources and the Safety Team to recognize **Building Safety Month** for May 2023.

- Employee Appreciation/Field Day to be held July 14, 2023, at Duncan Park.

Information Technology

Manager: Charles Johnson April 2023

Department Highlights:

- Completed and submitted the City Administrator March 2023 status report
- Began working on City Administrator April 2023 status report
- Incode update communications to Finance and Utilities
- Systems Network Admin started April 12th
- SNA shadowing
- iWorQ training and implementation
- Continued working with Lt. Dyer on desk support issues
- Working with VC3 to get an account of all devices on the network and the valuation of that equipment
- iWorq IT support tickets
- IT equipment orders
- Phishing and spamming checks with end users
- WiFi project for Duncan Park
- KnowBe4 Security Awareness training organization-wide
- KB4 implementation bugs/glitches/issues
- KnowBe4 Security Awareness reporting
- KnowBe4 Security Awareness reporting inaccuracies
- Ordering IT equipment for COF depts.
- Stack social CompTIA training
- Working with vendors to resolve various incidents, network, internet, and Wi-Fi issues
- Netwrix renewal complete
- Wi-Fi at Duncan Park pool area complete
- Cyber liability insurance renewal
- IT Support Technician position posted
- Adobe licenses renewal
- TelcoWiz user updates
- City email address request from Ms. Frazier
- MaaS360 issues
- Tyler Tech support case 10068527 – File locks up when in us

Department Highlights - continued:

- TelcoWiz user licenses
- TelcoWiz Security Login/COF
- COF SNA VC3 Portal Accesses
- NS Billing system for utilities
- iPhone username corrections
- Verizon Wireless Account Rep Return From Leave meeting
- City cell phone upgrade
- Request for Snagit
- Internet Access to Temporary Fire Station request to Comcast
- CD Director New Desktop
- Youth Center Phone Line
- Cognito Forms Intro
- VC3 Check-in meetings
- Site visit with Ricoh rep
- Verizon zero usage report
- VMWare renewals
- Cellco March 2023 Bill
- COF-Network Documentation Follow-Up
- MaaS360 Limit Exceeded
- Paycom IP address issues with staff clocking in and out
- Tyler Content Manager module discussions/meetings
- MS Office workflow
- Chancellor Felton domain network/NS defender Firewall issue
- COF Wi-Fi issues around city hall and municipal courts
- Wi-Fi restoration/implementation initial discussions
- Instant On access
- Aruba Access
- Sophos and Unifi access points access
- Ubiquiti account access
- IT Support Technician resume reviews.
- Started creating documentation to encourage employees across COF to use Microsoft Teams in their daily routine/aide IT with remote assistance.
- Work on/resolve general IT support tickets/requests as they come into iWorq & via email
- Will begin going through IT equipment in the main server room to see if anything can be reused for timeclock/IT stock purposes.
- Waiting to hear back from Comcast regarding finding out available options with the Ciena as part of the plan to redesign the COF network and make it more stable.
- Waiting to hear back from the Chief of Police & Fire Chief on when the best time would be to work with VC3 to install pending firewall updates for the Sophos.
- Researching possible methods that can be used to migrate data from the company phones per Maas360 being discontinued.
- Will begin working on creating documentation to assist Department heads & HR with Onboarding new hires/offboarding employees.

PARKS & RECREATION

DIRECTOR: CHAPIN SCOTT APRIL 2023

Department Highlights/Accomplishments:

- Bridge Spring Break Camp – 24 youth participants
- Berry Foundation C.O.S.T Football Camp (Free) – 44 youth participants
- Georgia Cities Week
- Blood Drive – 48 participants
- Third Friday Concert – Sammie performance
- Girls Guide – Girls Mentoring Program: 8 youth girl participants.
- GRPA District 4 Championships – 35 athletes advanced to the State Championship
- Healthy Eating Class – 25 senior participants (Sensational Seniors)
- Crochet Class – 15 senior participants (Sensational Seniors)
- Stress Awareness Walk – 10 senior participants
- Spring Wreath Making Class – 18 Senior Participants (Sensational Seniors)
- Weekly Youth programs: Music Education Group, Youth Track, Youth Soccer, and Tee Ball
- Weekly Senior programs – Walking Club, Chair Aerobics, Line Dancing

Department Updates:

- Duncan Park Pool & Splash Pad – Lifeguard recruitment on going.
- Youth Baseball – Season on going
- Youth Football 2023 – Registration opens March 6th.
- Summer Camp gran application – Submitted – Requested funding - $59,000. – grant received
- Fairburn Farmers Market – Starts June 4th / Every 1st & 4th Friday.
- New Program: Bridge Summer Camp – Registration Full
- Music Education Program – 2nd session – Registration Open

Project Status:

- Parks Master Plan – RFP complete – selection made.
- Duncan Park Pool & Splash Pad repairs – ongoing. / repairs started.
- Master Event Calendar – Complete
- Youth Center HVAC installation –Complete
- Duncan Park entrance gate repair – Complete
- Outdoor basketball court fence repair – on going.
- Duncan Park field maintenance – on going.
- Youth Center landscape – Complete
- Youth Center access control – Complete
- Dedication Signs – Duncan Park Pool – Installed
- Installation of (2) additional cameras at Duncan Park – in process
- Tennis Court net replacement – complete
- Hiring: Parks Maintenance Team Member (1)

Upcoming Events/Actions/Meetings:

· May 4th – Flower Pot project
· May 18th – Coffee & Canvas
· May 25th – Abstract Art Project
· May 27th – Youth Fishing Derby
· May 27th – Duncan Park Pool & Splash Pad Opening
· June 2nd – Farmers Market Kick-off
· June 5th – Summer Camp 1st Day

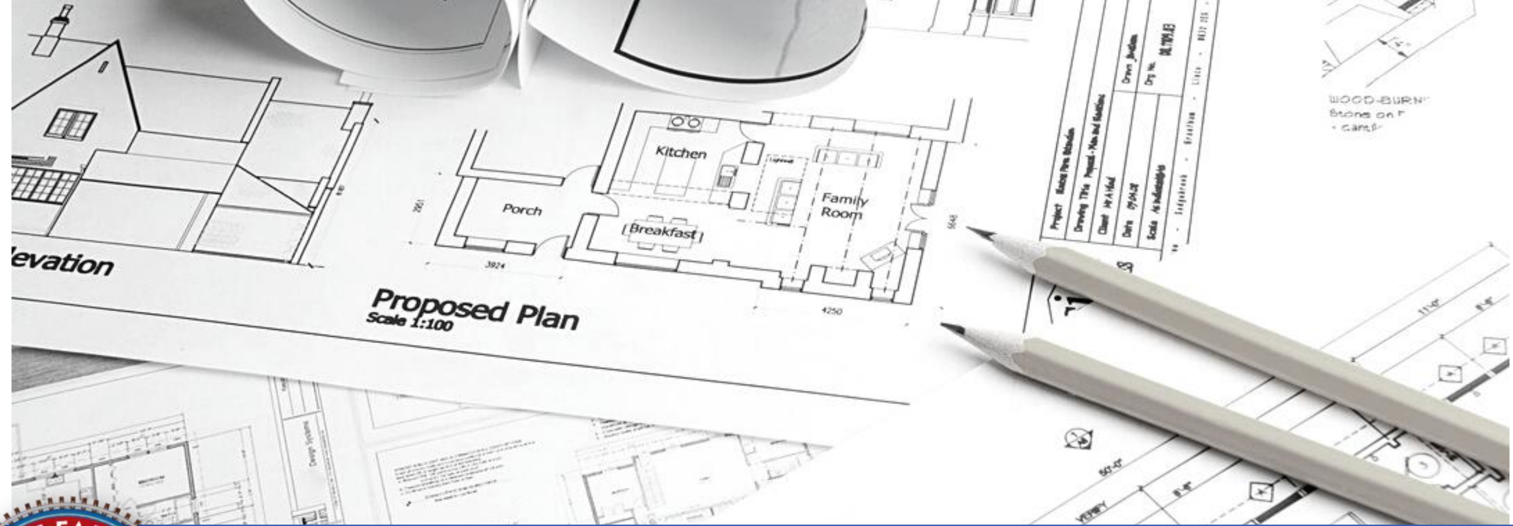
Marketing Materials:


Fairburn
BRIDGE
SUMMER
CAMP
8-WEEK CAMP
JUNE 5TH – JULY 28TH
7:30 AM – 5:30 PM
FAIRBURN YOUTH CENTER
149 S.W. BROAD STREET
FAIRBURN, GA 30213
REGISTRATION
$85.00 PER WEEK – INCLUDES SNACK
HOW TO REGISTER
VISIT WWW.FAIRBURN.COM
LOCATED ON THE MAIN PAGE
"REGISTER FOR AN ACTIVITY"
ACTIVITIES
Literacy and Reading Skills
STEAM
Music Education
Art
Swimming
Leadership
Field Trips
Outdoor Exploration
Healthy Lifestyle
For More Information: Contact Jada Berry at jaberry@fairburn.com


Fairburn Flames
Football
REGISTRATION OPENS
MARCH 6, 2023
FLAG- AGES 3&4
5U TACKLE- COACH FAIRCHILD
6U TACKLE- COACH TYRELL
7U TACKLE- COACH SINKFIELD
8U TACKLE- COACH RICO
9U TACKLE- COACH JAMES
10U TACKLE- COACH SWANSON
11U TACKLE- COACH FRANK
12U TACKLE-COACH B
EARLY REGISTERATION WILL INCLUDE A FREE FOOTBALL SKILLS CAMP FOR 7U AND UP. CAMP WILL BE HOSTED BY COLLEGE FOOTBALL HALL OF FAMER
ERIC BERRY AND OTHER SPECIAL GUESTS.
EARLY REGISTRATION ENDS MARCH 31, 2023.
FLAG FOOTBALL- $85
TACKLE FOOTBALL- $150
REGISTER ONLINE AT WWW.FAIRBURN.COM
SELECT "REGISTER FOR A ACTIVITY"
CALL 770-964-2244 EXT 134 FOR MORE INFORMATION


FAIRBURN
MARKET
FRIDAY'S
VENDORS NEEDED
LOCAL FARMERS, FOOD VENDORS, HOMEMADE CRAFTS AND JEWELRY
MARKETS ARE EVERY 1ST AND 4TH FRIDAY IN JUNE AND JULY.
FOR MORE INFORMATION CONTACT:
JABERRY@FAIRBURN.COM


Duncan Park Pool
& Splash Pad
Fairburn
WE'RE
HIRING!
SUMMER 2023
AQUATIC FACILITY SUPERVISOR
($17.49/hr.)
LIFEGUARDS
($15.50/hr.)
POOL ATTENDANTS
($10.04/hr.)
Get lifeguard certified at no expense
Lifeguards must pass a swim test
APPLY ONLINE AT
WWW.FAIRBURN.COM
INTERVIEWS START MARCH 2023
FAIRBURN PARKS AND RECREATION DEPARTMENT
770-964-2244 EXT. 134



PLANNING & ZONING

DIRECTOR: DENISE BROOKINS

APRIL 2023

Department Highlights/Accomplishments:

- The first phase of the online portal will launch next month for building permit applications
- There is a significant increase in code enforcement cases related to high grass and trash bins in public view.
- Staff is scheduling a meeting with Habitat for Humanity to tour recently constructed homes and discuss other services.
- The draft zoning ordinance related to House Bill 1405 is under review.

Boards & Commissions Planning Meetings

- The April Planning and Zoning Commission was canceled due to a lack of agenda items.

Approved Plans and Plats:

- 92 Howell Ave –Final Plat Update and Right-of-Way Dedication – April 10, 2023
- Package Depot Retrofit - Concept and Elevations Review – May 02, 2023

Upcoming Meetings :

There is a Planning and Zoning commission meeting schedule for June 6, 2023

Upcoming Plans/Rezoning/Use Permit/Variance Petitions:

- Durham Lakes – Rezoning Request: PD Commercial to PD Residential/Townhomes
  - Planning and Zoning Commission Meeting is tentatively scheduled for July 11, 2023
  - Mayor and City Council Public Hearing is tentatively scheduled for August 14, 2023
- Azalea Dr – Primary variance request to reduce the required setbacks (submittal under review)
- PVI Fairburn Office - Concept and Elevations Review (submittal under review)

Proposed Text Amendments:

- Zoning Procedures Law amendments
- Add liquor stores to the list of prohibited uses within the Highway 74 Overlay District
- Revise the text for prohibited tire treading and recapping uses to add tire repair shops and add a separation distance requirement for automobile repair shops (to include oil change, body repair, and tire repair shops)
- Conceptual Plat expiration period
- Electric Vehicle Requirements
- Updates to the regulations for Modular Buildings
- Add regulations for patios and uncovered decks to encroach in the required setbacks.
- Film Permit Policy requires additional updates to cover any request to rent public facilities.

Planning, Compliance, and Building Fast Facts

Building Permits Summary

TOTAL PERMITS	COMMERCIAL	RESIDENTIAL
53	7	46

New Permits:
Staff received an increase in roof replacement and solar panel permit request this month

Planning and Zoning Summary

Permit Type & Other	Number Issued
Sign Permit	2
Film Permit	-
Short Term Rental Permit	-
Tree Permit	4
Special Event Permit	3
Occupational Tax License Review	3
Zoning Verification Letter	3

Code Enforcement Summary

OPEN CASES	NOTICE OF VIOLATION ISSUED	CIATIONS ISSUED
85	161	4

Top Issues

- HIGH GRASS, WEEDS, TREE BRANCHES
- WORKING WITHOUT A BUILDING PERMIT
- ABANDONED VEHICLE
- PARKING ON GRASS
- SIGNS IN THE RIGHT-OF-WAY
- TRASH & DEBRIS

POLICE

CHIEF ANTHONY BAZYDLO April 2023

Department Highlights/Accomplishments:

- **FPD delegation to attend Police Week in Washington D.C. next week**
- **LT Harkins, SGT Smith, OFC McClellan will attend**
- **Meeting with grant contractor about obtaining grant funding for body armor reimbursement, K9 program**
- **Entire PD underwent TASER training first week of May**
- **Recruit Edmondson graduates from the police academy on May 26th**
- **Deputy Chief Eiswerth out June 5 – 9**
- **Chief Bazydlo out June 14 – 19**
- **Yolanda Mack, who gave sexual assault presentation to Mayor and Council, will be attending PD command staff meeting on June 21 for training**

Fairburn Police Department

Anthony Bazydlo   Chief of Police

Executive Summary
April 2023

- Uniform Patrol Division
  - Total Calls Answered: 642
    - Self-Initiated 1,562
  - Arrests 36
  - Arrest – Released 44
  - Citations 517
  - Warnings 932
  - Incident Reports 299
  - Accident Reports 104

- Special Ops
  - Total Calls Answered: 7
    - Self-Initiated 150
  - Arrests 7
  - Arrest – Released 2
  - Citations 52
  - Warnings 111
  - Incident Reports 25
  - Accident Reports 1

- Criminal Inv. Division – April
  - Cases Assigned 70
  - Ex-Cleared 4
  - Cleared by Arrest 1
  - Unfounded 5
  - Inactivated 38

- CID – Cases Prior to April
  - Carry Over 191
  - Ex-Cleared 7
  - Cleared by Arrest 5
  - Unfounded 7
  - Inactivated 55

- Internal Affairs
  - Vacancies
    - 4 officers
  - 1 recruit in academy
  - 1 military leave
  - 1 medical

Police

April 2021
- Citations 598
- Warnings 1,441
- Arrests 30
- A/R 90

April 2022
- Citations 548
- Warnings 611
- Arrests 41
- A/R 40

April 2023
- Citations 517
- Warnings 932
- Arrests 36
- A/R 44

Fairburn Police Department

Anthony Bazydlo Chief of Police

April 2023 Crime Report
Total Part 1 Crime Incidents

- 2023 YTD 156
- 2022 353
- 2021 325
- 2020 413
- 2019 591
- 2018 709
- 2017 827

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

Month / Year	Increase / Decrease	Total Part 1 Crimes
January 2023	57.1%	44
February 2023	80%	36
March 2023	55.5%	42
April 2023	54.5%	34
January 2022	7.6%	28
February 2022	- 20%	20
March 2022	- 12.9%	27
April 2022	4.7%	22
May 2022	30.7%	34
June 2022	17.2%	34
July 2022	- 37.5%	20
August 2022	41.6%	34
September 2022	- 3.8%	25
October 2022	40%	35
November 2022	9.3%	35
December 2022	39%	39
January 2021	- 56.9%	26
February 2021	- 7.4%	25
March 2021	- 19.4%	31
April 2021	- 22.2%	21
May 2021	4%	26
June 2021	- 9.6%	29
July 2021	- 14.2%	32
August 2021	- 35.2%	24
September 2021	- 30.5%	26
October 2021	- 39%	25

PROPERTY MANAGEMENT

DIRECTOR: Dana Smith **April 2023**

Department Highlights/Accomplishments:

- Performed HVAC and Elevator repairs at GMC campus buildings.
- Old Campbell Courthouse post fire Asbestos abatement and debris removal is completed. Post abatement and debris removal walkthrough with insurance company has taken place. Waiting for further evaluation information the insurance company.
- Temporary Fire Station apparatus bay installation is in progress.
- Replaced water heater at Fire Station #22.
- City of Fairburn Wi-Fi at Duncan Park Pool House has been established.
- Performed refrigerator repairs at Human Resources building.
- Installed blinds for Streets and Police Department.
- Janitorial services RFP was published.

Department Updates:

- **Project Status:**
  - Fire Station # 23 design by POH is in progress, the floor plan is completed. Design Development is nearly complete. An update was provided to the Bedford School.
  - Network expansion at Classroom bldg. #2 and Duncan Park are in progress.
  - Temporary Fire Station Apparatus bay is nearly complete.
  - Pricing for carpet replacement of Classroom bldg. #2 is completed.
  - Roof Repair of GMC and Classroom bldg. #2 scheduled for next month.
  - iWorQ Asset/Work Order module training is nearly completed and scheduled to go live next month.
  - Elevator repairs at Fairburn Educational Campus have been performed.
  - Pricing for Spatial planning for Classroom Bldg #2 has been completed.

- Brick dumpster enclosures at Armando's and Casablanca are scheduled for this summer.
- Follow up on Scheduled elevator inspections for Educational Campus Administration building with Georgia Department of Insurance and Safety Fire.
- Several leaks developed at Duncan Park Pool House because of December 2022 winters storm/water outage; repairs are in progress.

Upcoming Events/Actions/Meetings:

- Publish RFPs for on Call/Preferred Maintenance Contractor services.
- Publish RFP for Preventive Maintenance contracts.
- Soliciting vendors for backup generator Utilities and Fire HQ/FS#22/Youth Center buildings.
- Assess emergency power and generator connections at Police HQ.

STREETS

DIRECTOR: GALE HIGGS April 2023

Department Highlights/Accomplishments:
- 1 New Employee Hired

Department Updates:
- Castleway Sinkhole Repaired
- Lassie Lane Drain / Sidewalk Repair
- Equipment Shed Installed
- Annex Re-Striping Completed
- Pothole Repairs on Multiple City Streets
- Sewer / Gutter / Drain Cleanouts Throughout City
- Continuous Sign Replacements
- Tree Canopy Cutbacks Throughout the City

Project Status: Pending
- Sidewalk Repair on Shadow Glen
- Spring Plantings
- Salt Canopy Shed Installed

Upcoming Events/Actions/Meetings:
- 3rd Fridays Concert
- Defensive Driving Class

UTILITIES

DIRECTOR: JOHN MARTIN APRIL 2023

Department Highlights/Accomplishments:

- Webinar: Are you Prepared for a future that includes Electric Vehicles? (April 4th)
- Utilities Department Weekly Leadership Meeting (Every Monday)
- Water Meter Replacement Program Kick-off Meeting-(Utilities Conference Room)- (April 5th)
- Google Meet: InfraMappa (April 6th)
- Council Meeting (April 10th)
- Middle Chattahoochee Meeting-Palmetto, GA (April 11th)
- Microsoft Teams Meeting: Virlyn B. Smith Road Pedestrian Improvements Preconstruction Conference (April 12th)
- Attended Third Friday Concert Logistics Walk Through Meeting-Frankie Arnold Stage & Courtyard (April 17th)
- Attended Council Retreat (GMA Building) (April 21st)
- Aqua Meter Consultants-WMRP start date (April 24th)
- Purchase Orders and Balance Meeting (Finance Team)-Fishbowl Conference Room (April 25th)

- Attended ECG April Board Meeting (Georgia International Convention Center) (April 26th)
- National Lineman Appreciation Day (April 18th)
- Enrolled in KnowBe4 Cybersecurity Training (April 7th)
- MEAG Approval of new Feeder additional at 6 months from Engineering & Construction Team (April 10th)
- Southeast Stormwater Association affiliation application completed (April 11th)
- Backflow/Cross Connection Ordinance Approved by City Council (April 11th)
- Fairburn Utilities New Logo approved and displayed (April 11th)
- Power Pole Tagging Project Approved by City Council (April 11th)

Customer Service/Meter Reading:

Meetings:

- Meeting held with Assistant City Administrator & Utilities Director regarding personnel matters (*Customer Service Representative position*).
- Meeting held Kendall Supply, Aqua Meters (Contractor) & Utilities Team to discuss water meter project details/kickoff.

Training:

- Completed mandatory Cyber Security web-based courses.

Tasks:

- Approved daily time sheets for Utilities Administrative Staff (Customer Service, Billing & Meter Reading Teams).
- Created "Master Count List" for meter reader manual sheets for March 2023.
- Tallied up the "Master Count List" for March 2023.
- Created updated outline of water meter details.
- Drafted and finalized letters for "special bill" customers regarding newly created route and account numbers.
- Submitted "Employee of the Quarter" nominee for January – March 2023.
- Assisted the Billing Team with meter read inputs, edits, and billing process for March 2023.
- Submitted monthly report for March 2023.
- Worked closely with Steve Garber to provide statistical information for audit purposes.
- Reinstalled/Repurposed over 50 ERT numbers on Neptune water meters to retrieve electronic reads.
- Worked closely and collaborated with "The SAUCE Team", regarding local government policies and practices related to utilities.
- Worked closely with ECG to provide electric statistics for Electric Questionnaire.
- Worked closely with GFL Leadership Team to rectify escalated service issues.
- Worked closely with FACAA (Ms. Teresa Pearsall) to provide information on customers that are eligible for utility assistance through the agency.
- Sent out emails to seriously delinquent customers, to settle past due balances.

Billing Information:

Utility Bill Count: **7,472** (TOTAL), **6,583** (MAILED)

- **3,698** Penalties were posted this month: totaling **$114,629.45**.
- **334 work order requests** ***(226**– Meter Readers**, 83**– Water Team**, 23** – Electric**, 5**– Unassigned, **7**– Billing,**)*** were completed for the month of April 2023.
- **28** service disconnections were issued and completed on seriously delinquent account.
- Meter Reading & Water Staff collected over **1,309** visual electric/water reads for billing.

Electric:

- Provided permanent service wire to Enterprise cars on Senoia Road/ Met with contractor at Ferndale subdivision (April 3rd)
- Mounted new CT's and 3 phase meters at Enterprise on Senoia, built 3 phase overhead bank/ Attended webinar on EV stations (April 4th)
- Meeting at Duracell for finalization of planned shutdown of plant/ installed fault locators on FO872/ Emergency tree removal on Spring Street (April 5th)
- Set 2 poles on Cemetery Drive/ Received order from Gresco/ Conference with Director on cost of goods/ Meeting with contractor at Ferndale Subdivision (April 6th)
- Truck maintenance/ Repaired line to storage trailer at 106 Howell yard (April 7th)
- Mandatory shutdown at Duracell (April 8th)
- Moved primary wire and set transformer on East Campbellton Road/ Met with Ferndale Subdivision contractor (April 10th)
- Main line primary transfer at Azalea Drive/ Set 2 new poles (April 11th)

- Installed transformer on Spence Road/Replaced all service wire/Met with contractor at Ferndale Subdivision (April 12th)
- De-energized Azalea Drive/ Re-routed primary line to Willow Creek Subdivision (April 13th)
- Changed fuse coordination at Duncan Park to impede load outages at Renaissance Festival (April 14th)
- Repaired/ Replaced broken 3 phase 4-way junction pole at Washington Street (April 17th)
- Bucket truck rescue class/ Dug 4 pole holes on Spence Road/Framed 4 poles and staged, coordinated Spence Road/ Closure with Police Department and Streets Department (April 18th)
- Installed (6) 45 ft. poles on Spence Road (April 19th)
- Continued pole construction on Spence Road (April 20th)
- Friday concert prep/Installed temporary service for Economic Development Department/ Stocked and cleaned trucks (April 21st)
- Met with Greystone Power for pole movement due to de-acceleration lane addition at Ferndale Subdivision (April 24th)
- Greystone continues pole transfer at Ferndale Subdivision/ Received Gresco truck/ Stocked inventory (April 25th)
- Continued storm prep on trucks/ Rode circuits for pole change out (April 26th)
- Met with Economic Development Department about sign/ Applied security locks to all primary wire cabinets and transformers at Ferndale, Subdivision/ Pull pole list prepared for transferred poles (April 27th)
- Removed sign for Economic Development Department/ Framed poles for Edelweiss Road/Cybersecurity training completed by Power Department team (April 28th)

Water/Sewer:

- Hydrant Flushing: 16
- Meter Maintenance: 96
- Water Meter Change Out: 2
- Leak Repair: 4
- Check for Leaks: 5
- Sewer Back-up: 5
- Low Water Pressure: 2
- Pump Station Maintenance Check: 66
- Replaced Meter Lid: 4
- ERT Installs: 28
- Water Turn On: 3
- Meter Locates: 1
- Verify Meter Readings: 3
- Contractor Meter Installs: 258

Contractor Repairs:

- Broad Street-Emergency Sewer Repair
- 280 Fireside Way-Emergency Service Line Repair
- 320 Fireside Way-Emergency Service Line Repair
- Shaw Drive-Stormwater Drain Repair

STORMWATER:

- Identifying and inspecting of damaged storm drains

FOG (Fats, Oils, & Grease):

- Identifying all commercial & EXEMPT FOG customers- (In progress)
- (2) FOG permits issued
- FOG collections amount: $5,962.00

Department Updates:

- Backflow/ Cross Connection Program implemented

Project Status:

- Lift Station Project-Pumps ready. Planning kick-off meeting.
- Fire Hydrant Replacement Project (*completed*)
- Upgrade Power Grid (Elder & Poplar)- *(In Procurement)*
- Water Meter Exchange-258 accounts changed out *(In progress)*
- 2021 Storm Drain Lining Project *(In Progress-awaiting contractor approval)*

Upcoming Events/Actions/Meetings:

- Upgrade Power Grid (Elder & Poplar) FY23
- Overhead to Underground Power Installation (Rivertown Road) FY24
- Implementation of the FOG software (*On-going*)
- Review meter details for new developments and renovations- *(In progress)*
- Electric Ordinance revised