



City of Fairburn City Council Agenda

September 23, 2024
7:00 PM

The Honorable Mayor Mario Avery

The Honorable Mayor Pro-Tem James Whitmore
The Honorable Alex Heath
The Honorable Hattie Portis-Jones

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

The Honorable Linda J. Davis
The Honorable Samantha Hudson
The Honorable Ulysses J. Smallwood

City Administrator
City Attorney
City Clerk

- I. Meeting Called to Order: The Honorable Mayor Avery
- II. Roll Call: City Clerk
- III. Invocation: Pastor Greta Fowler, St. John AME Church
- IV. Pledge of Allegiance:
- V. Presentations and Proclamations:
 1. GRPA Track & Field State Champions / GRPA 8U Baseball State Runner-up
 2. Youth City Council Presentation
- 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 referred to the City Administrator for review. Responses will be provided later.
- VIII. Approval of the Minutes:
 3. Approval of the Minutes: Council Meeting Minutes of September 9, 2024
- IX. Public Hearings:
- X. Consent Agenda:

XI. Regular Agenda Items:

4. Blighted Property Ordinance

Recommendation: Request Mayor and Council approval of an Ordinance to amend Chapter 53 (Taxation) of the Code of Ordinances of Fairburn, Georgia, to add a new article to be numbered Article V and entitled "Community Redevelopment Tax Incentive Program"; to provide standards, procedures, and other provisions for identification of blighted property; to provide for a levy of increase on ad valorem taxes for blighted property; to provide for remediation; to provide for a decrease on ad valorem taxes on property after successful remediation; to provide for severability to repeal conflicting ordinances; to provide an effective date; and for other purposes. **(Planning & Zoning)**

5. Approval of a Task Order with ISE for Engineering Services on the Fayetteville Road Streetscapes Project

Recommendation: Request Mayor & Council approval of the Task Order with Integrated Science & Engineering, Inc. (ISE) for Engineering Services on the Fayetteville Road Streetscapes Project in the amount of \$70,210. **(Public Works)**

XII. Reports:

6. City Administrator's Monthly Report:

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 Council Meeting Minutes September 9, 2024 7:00 pm

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

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

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 Dwight Boone of Crossroads Church.

IV. Pledge of Allegiance was in Unison.

V. Presentations and Proclamations: None

VI. Adoption of the City Council Agenda

Council Member Heath made a motion to amend the agenda to add the Fund Balance Policy as # 2 and to remove # 10, Discussion of a Forensic Audit. Council Member Davis provided the second.

Council Member Hudson said Fairburn needs a forensic audit for transparency and she wants to know how the day-to-day operations of taxpayer money have been spent. Council Member Portis-Jones said Council Member Hudson requested that her name be removed from her request to add forensic audit to the agenda. If you do not want your name associated with what it is you are asking for, that raises questions as well and you have accused us of a lot of different things. This body has gone downhill as we have seen here tonight and that is not working on behalf of the citizens of Fairburn, and if we are to be unified then we need to decide to exhibit professional behavior. You can request and say whatever you want to but you do not have the right to accuse me of anything. Council Member Hudson said let's talk about professionalism, you sat on this dais on July 22nd and accused me in an open meeting of comingling funds. City Attorney Rory Starkey said as parliamentarian, he will read the procedural rules. "It says all council members are expected to conduct themselves in a courteous and respectful manner. Council members

seeking information from staff should do so within the confines of proper decorum. All council members shall not speak until recognized by the presiding officer and likewise shall not interrupt another council members remarks. Provided, however, a council member may ask another council member having the floor if that council member will yield for a question or clarification. All comments made by a council member shall directly address the motion or item before the body and all comments shall be directed to the presiding officer or to the body as a whole. The presiding officer shall enforce rules of decorum and if a council member believes that proper decorum is not being followed, he or she shall raise a point of order when recognized by the presiding officer. The presiding officer may then either rule on the question or allow the council to decide the issue by majority vote. Any council member shall have the right to express descent regarding an action by the body but is never appropriate to question another council members motive for voting.” Attorney Starkey said if you want to have a legal opinion from the city attorney, as a body you could meet, and vote and I will render that opinion. Otherwise, it comes from the mayor. If the mayor makes a request for a legal opinion, or if the council as a body makes a request, you are going to get it. There is no individuality here, you move as one body, and you get to express your individual concerns in the context of that body, but you move as one. So please let’s conduct ourselves accordingly.

Mayor Pro Tem Whitmore asked the City Attorney what is the breakdown of a forensic audit. He is not talking about funds being exploited, stolen, or whatever the case may be. But within a forensic audit, we can direct that scope and talk about high level positions, high level salaries and everything else within that forensic audit, is that correct. City Attorney Rory Starkey said as a body, if you want to have a forensic audit you can decide to have that, and that request will be filtered through the appropriate rules. When you start talking about personnel, that is executive session discussion. The administration of this government is seeded to the City Administrator, he gets to run the city, that’s his job, it’s not your job. The mayor is the executive officer, he’s a tiebreaker, he signs every contract and if he’s unavailable, the Mayor Pro Tem can sign. He said he wants to be clear that any opinion he gives, he promises it’s going to be laced and based on the charter, procedural rules, city ordinances, and the personnel policy. In the Personnel Policy, Section 2.54.21, employee interaction with city officials. “City employees shall take no action or engage in any course of conduct that interferes with the proper, efficient, effective operations of the city government. No city employee with the exception of the city administrator, and city department heads unless acting pursuant to a direction from the city administrator or the employees department head shall accept any directive from or initiate or continue any direct communications with the city official regarding any request for action or information involving the operations of the city government actions with respect to all requests shall be taken only with the advice and consent of the city administrator.” You have a strong mayor, city administration form of government, that’s what the charter and ordinances allow. You have to be careful because you have official immunity for anything related to your legislative function. Once you get outside meddling around in personnel matters, your official immunity is not going to be there and you’re subjecting yourself to dangerous territory. Mayor Pro Tem Whitmore said the question was, if a forensic audit is being requested can it also include things he’s been talking about for the past month, regarding pay not personnel. Mr. Starkey said I would submit that

subject to my review of the city charter, the city ordinance, procedural rules, to the extent to get this body to vote on the request for a forensic audit, you can define the scope of that.

Council Member Portis-Jones said the issue on the floor is regarding a forensic audit and asked the financial expert if she could talk about a forensic audit because that is a financial term and is being discussed in light of personnel. She asked what a forensic audit is, and if there is something else, we need to call it or look at relative to the personnel piece.

Rachel Bembry of JAT Consulting Services said a forensic audit is a specialized audit for financial crimes for investigating embezzlement, malfeasance, things of that nature. What would be most appropriate in this situation is to hire an external auditor to perform agreed upon procedures engagement. With that, you're hiring an external third party, so you have independence protection, but it allows you to identify the scope of work that you want covered in that engagement. Council Member Portis-Jones asked her to identify some of the indicators of why we would need a forensic audit. Ms. Bembry said if you had some sort of substantiation that there was some wrongdoing, if there were documents or allegations of wrongdoing, it would be appropriate to investigate that through a forensic audit. Council Member Portis-Jones said if a forensic audit financially based is what's being asked for then she asked that substantiation be provided to this body to make us aware of the specific issues and concerns that would indicate the need for a financial forensic audit versus agreed upon procedures.

Council Member Davis said we are going around and around in circles and getting nothing done and it is frustrating and the reason she made the second to take this off the agenda is because there has not been any type of substantiated reason to have a forensic audit, we need to get back on the agenda.

Council Member Smallwood said it seems like the agenda item was not up for a vote tonight, it was up for discussion. Some good things have come out about a forensic audit, and it is generated when there is substantiated claims for wrongdoing so he thinks we could discuss it and hammer out what people are asking for. He heard the things Mayor Pro Tem Whitmore is asking for as well as Council Member Hudson and feels it deserves further discussion.

Council Member Heath asked how much it would cost for a forensic audit. Ms. Bembry said that is a question that goes into the scope of it, that would drive the cost. She can't provide a cost without identifying a scope, however, they are very expensive. Council Member Heath said in 2010 we looked into a forensic audit, and it was cost prohibitive, and we are talking about taxpayer money. He hasn't seen where somebody is sticking money in their pockets that's on the council. Ms. Bembry said a forensic audit would be anywhere from \$75,000 to \$125,000 depending on the scope of work. Council Member Heath asked what the name of the company that audits our books every year and asked if they found anything, wouldn't they point those things out to us. Mr. Phillips said Maulden & Jenkins performs the audit and yes, and typically if there are findings associated with an audit, if they find anomalies, financial improprieties, anything not done

in accordance with accounting principles, those will particularly result in a finding in the audit. Ms. Bembry said it goes a little bit further than that, they will issue findings for anything that might cause a material misstatement to your financials. Council Member Heath said he's listened to the conversations and is usually laid back, but the talk is about the public's money, so why would you want to go out and spend up to \$125,000. We do the job that we feel is necessary and we take care of our citizens, and they need to know that. There are people that want to stir up strife and do things that are erroneous, but to keep something stirred up all the time to where council members are at each other's throats, it's ridiculous.

Mayor Avery said he has been through those types of audits with Fulton County, and they passed with flying colors. My department was particularly audited because of the compliance department, he's very cognizant of what's being requested and as it relates to the integrity of the government, himself, and the city administrator. After discussion, **the motion carried.** Council Member Hudson voted no.

VII. Public Comments:

Jedidiah Brown said based on his limited research, congratulations on getting back your seat as mayor. He is the proud leader of Investigate and Advocate and they have heard of things that are a little concerning to them so he's here to check out what's going on in the City of Fairburn. He's here to let the council people who are stating they are asking for very simple documents and not getting them, they are not unheard and is a little disheartened. He is here to say, we're going to come, we're watching and there are teams of his that are watching the live stream across the country, and we are going to try to figure out if we can help Fairburn. If you're doing the job and doing it right, the voters will speak and when they decide.

Marvin Nash said it's good to have people that stand up for the people that's not accustomed to coming before you and talking about their concerns. When we see the bickering going on, it's all over government. While running their HOA, one of the HOA members told him there's no I in team, he was doing everything, they were not doing anything. He wants to talk about transparency and sometimes we don't always put it in a professional elegant way or respectful way, but it doesn't mean a person is wrong or right because they get loud, it's facts. Audits stand for uncovered defects in the system, so if there is a defect we need to resolve it and do it as a group and not fight and bicker against each other.

Ernie Brooks said this seems like an executive session more than a city council and public engagement, but he appreciates it because what was revealed to him was dysfunction and inner workings and asked Mr. Whitmore was he running for Mayor. And 15 years, someone sitting on council and for 14 years, we've been running a deficit with the utility department. He likes this lady, she might be a little loud, but it seems she's got a genuine concern.

VIII. Approval of the Minutes:

1. Approval of the minutes Regular Council Meeting Minutes of August 26, 2024

Council Member Heath made a motion to approve the minutes as written.

Council Member Smallwood provided the second. **The motion carried unanimously.**

IX. Public Hearings: There were no public hearings.

X. Consent Agenda: N/A

XI. Regular Agenda Items:

2. Amendment to the Fund Balance Policy

Assistant City Attorney, Serena Nowell presented this item and said the Fund Balance Policy was amended in 2023 by Resolution 2023-05. The request to the body this evening is to amend the Fund Balance Policy to reduce the minimum amount of the unassigned fund balance to 28.4% from 35%.

Council Member Portis-Jones made a motion to amend the Fund Balance Policy by reducing the fund balance to 28.4% from 35%. Council Member Smallwood provided the second.

Mayor Pro Tem Whitmore made a substitute motion to reduce the Fund Balance Policy from 35% to 20%. The motion fails for a lack of a second.

Council Member Davis asked why the amendment to the fund balance came up. Council Member Portis-Jones said this is an alternative to raising the millage rate. Council Member Davis asked what adjustments this will make to the budget if we amend the fund balance. Assistant City Administrator Jamila Criss said you will see a reduction in property taxes by \$2.1 million that was anticipated with the millage rate. That reduction will yield \$23,021,124. The fund balance request on the current budget as it sits before you was 5.3. That will increase by the difference of 2.1 to be reduced from the fund balance. There will be a reduction in property taxes in the budget, but the fund balance request will go to offset that decrease.

Mayor Pro Tem Whitmore said that was one of the reasons in the last council meeting, he looked at the reserve balance of 35% and said if we reduce the reserve balance down to 25% or 20%, there would not be a need to increase the millage rate. Now, we are going to be forced to operate within our budget, not knowing if this is going to pass in November and we still have an opportunity to win-win without increasing that rate and giving our citizens a break since we just raised the utilities in January of this year. This is what we call government, this is what we call compromise, and this is how we can be a winner, both as a legislative body and as citizens of this great city.

Council Member Hudson said she did agree with Mayor Pro Tem Whitmore when he brought that up. She thought it was a brilliant idea and wasn't able to second the motion because of the amount. She asked are we amending it so it would be more than \$2 million or would it only be \$2 million and what would Administration do differently going forward. Understanding where we are financially and the information that our City Attorney gave us, maybe you can help me understand why this council is not receiving the financial information, this is how she makes decisions. I can't subvertingly say fraud is happening if she has not been given the information, so nowhere on anybody's record have I said its fraud, I said the behavior is a culture of corruption. She asked for the budget expense report for ARPA, she received the budget, but she had a question to Administration to help her understand why the 100% allocated plan in 2021 of the ARPA funds. On June 14, 2021, this council voted on that plan under the former Administration. Some of the numbers that were allocated were cut in half. \$500,000 was allocated for utility assistance but the new plan cut that in half to \$250,000 and then we came back a year later and raised utility rates. She is seeking to understand why. After discussion, **the motion was carried**, with Council Member Hudson voting no.

3. Adoption of the 2025 Millage Rate and Property Tax

Council Member Portis-Jones made a motion to approve a Resolution to adopt a General Obligation (G.O.) Bond Indebtedness Rate of 1.46 and a Millage Rate of 8.1 for the City of Fairburn for FY 2024-2025. Council Member Heath provided the second.

Council Member Davis asked if this would change the exemptions that we advocated for our seniors. Mr. Phillips said they will stay the same, no change. **The motion carried unanimously.**

4. Adoption of the 2024 – 2025 Fiscal Year Budget

Council Member Portis-Jones made a motion to approve an Ordinance to establish the budget for Fiscal Year 2024-2025 to commence on October 1, 2024, through September 30, 2025. Council Member Smallwood provided the second.

Mayor Pro Tem Whitmore said as stated previously, in many of our debates and here this evening, it is hard for him to approve any budget without all the information that he's been requesting. For whatever reason, it's being subverted and is not being given up. I cannot vote for the budget for 2024-2025.

Council Member Hudson said it's been very clear that she asked for the ARPA expense report, how much of the ARPA funds was used to renovate the Georgia Military structure, copies of the Third Friday performance contracts, and she did not get this information. How we make decisions about finances is very important is a liability for her to vote on a budget that staff presented very well. We have to use those performance measures to justify spending when we have HR who lacks implementing Performance Management of employees. She cannot vote on this budget. After discussion, **the motion was carried**, with Mayor Pro Tem Whitmore and Council Member Hudson voting no.

5. Kroger Co. National Opioid Settlement Agreement

Council Member Davis made a motion to approve a Resolution authorizing the City of Fairburn to accept the terms of a new settlement in “in re: National Prescription Opiate Litigation”; to authorize the Mayor to execute all documents necessary to effectuate the City of Fairburn’s participation in the settlement. Council Member Heath provided the second. **The motion carried unanimously.**

6. Revised City of Fairburn Travel Policy

Mayor Pro Tem Whitmore made a motion to approve the revised City of Fairburn Travel Policy. Council member Smallwood provided the second.

Council Member Hudson said the budget was just approved where one council member had \$22,000 for training and education and everybody else with \$15,000. We just had this whole scenario where we are one council, but yet we have inequities in the amounts each council member receives for training. She asked what the amount of training allocated for each council member is. Mr. Phillips said pursuant to the discussion we had during the budget presentations when we received feedback from council, the budgets remained as they were originally presented which is \$15,000 per council member, with the exception of council members serving on national boards. In this instance, Councilwoman Portis-Jones who serves on the National League of Cities Board and she gets \$22,000 for the additional travel associated with that service. That was the direction we understood, the consensus of the council.

Council Member Hudson said we’re not one council then, a National Board does not dictate a council member getting more. This is taxpayer money and where is the rule that says any council member sits on a National Board, they get more training allotted to them. You have a budget that you approved tonight and did not address community engagement, but you have \$150,000 that you’re about to throw in the street October 5th and the residents only benefit by being entertained. She’s all for a good time but you all keep talking about one council and fairness.

Council Member Portis-Jones said during Mayor Avery’s first administration in 2015, that rule was brought to us by a council member who subsequently became mayor, and she brought it because of the additional responsibilities, not training. Serving on the National League of Cities which is the federal advocacy for municipalities all across the country, which is equivalent to our stage league, the Georgia Municipal Association. I am not being trained, I am participating on the board to set policy and direction for advocating to our federal government about the resources needed at the local level. The ARPA money we received, part of it was allocated to utilities, was the first time in history that federal dollars came directly to municipalities, regardless of size. The additional monies I receive are for me to attend the board meetings, go to Washington for special lobbying of our congress and the president for direct and more fundings to us and to help them understand how they impact small communities like ours.

Mayor Pro Tem Whitmore said for clarity, we have two things we're talking about in the travel policy. Ms. Criss said for the council members that had \$12,000, went to \$15,000 and the council member that had \$19,000 went to \$22,000. Mayor Pro Tem Whitmore said he understands the advocacy that goes on with NLC and understands Council Member Portis-Jones represents us well and appreciates everything she is doing and agrees. The second part of the travel policy was to remove the restriction of 50 miles travel so they can continue training at GMA in January of every year. They go through various training courses during the whole weekend process and with that they will not exceed the \$15,000. He feels going from \$12,000 to \$15,000 will serve us well.

City Attorney Rory Starkey said the travel budget was addressed in the approval of the budget. This is for removing the 50-mile radius restriction on elected officials. Mr. Phillips said the proposed change under Section 3.1 of the Travel Policy says provided, however the distance restriction does not apply to the mayor or members of city council traveling on city business.

Council Member Portis-Jones made a substitute motion to remove the 50-mile requirement for the Mayor, City Council members, and staff. Travelers on city business are allowed lodging expenses when they are away for more than 12 hours and will apply to the Mayor, City Council members, and staff. Council Member Smallwood provided the second.

Council member Hudson said she supports the amendment but feels we need to have a minimum mileage established.

Council Member Portis-Jones said Council Member Hudson is incorrect in stating the reason this came up was because of the retreat being held in Peachtree City. Those were two different issues and that is not the reason why Mayor Pro Tem Whitmore brought up the issue. She concurred with the discussion for the need for us to revise that policy. This past November the NLC was held here in the City of Atlanta, because of the 50-mile rule, she commuted every day. Serving on the board, with all the various obligations, that was grueling and very dangerous for her.

Council Member Hudson said you gave a reference point of November of 2023, and her point was when she received the travel policy from the city clerks office as it relates to the booking of rooms in Peachtree City. She supports amending the travel policy, she wants to set a standard and making sure the limitations are reasonable and that our staff are going to be safe. After discussion, **the motion carried unanimously.**

7. Approval of the Fulton County Arts Council Contract for Services Agreement between Fulton County and the City of Fairburn

Economic Development Director Sylvia Abernathy presented this item and said the City of Fairburn applied for a grant with the Fulton County Arts Council for services in

January 2024, to assist with costs associated with producing the 2024 Fairburn Third Friday Concert Series. The Fulton County Arts Council announced on July 10, 2024, at the Fulton County Board of Commissioners meeting, approval of the 2024 Contracts for Services awards. The award amount for the City of Fairburn is \$22,500 and covers the contract period beginning January 1, 2024, and ending December 31, 2024. This is a matching grant to promote cultural arts and music within the City of Fairburn.

Council Member Heath made a motion to approve the Contract For Services (CFS) agreement between Fulton County, Georgia and the City of Fairburn. Council Member Hudson provided the second. **The motion carried unanimously.**

8. Award of Construction Manager at Risk (CMAR) Contract for Public Safety Complex

Buildings Operation Manager Dana Smith presented this item and said subsequent to all our conversations about the public safety complex, we are ready to award the Construction Manager At Risk. After the interview process, the recommendation is to award it to Reeves Young, LLC to be our construction manager who will partner with our design firm.

Council Member Heath made a motion to award the contract for RFQ #24-011 for the Fairburn Public Safety Complex Construction Manager at Risk services to Reeves Young, LLC in the amount not to exceed \$998,694. Council Member Portis-Jones provided the second.

Council Member Hudson asked how many bids were received. Mr. Smith said they received eight bids, and the successful bidder is Reeves Young. They have done work for major municipalities and have several years of experience.

Council Member Davis thanked him for providing detailed information on this company and the score sheet on how all the companies rated. She really appreciated the information stating that this company does not expect change orders. Mr. Smith said he cannot guarantee there won't be change orders as this is an imperfect process.

Mayor Pro Tem Whitmore asked if there was any incentive for them to complete ahead of schedule. Mr. Smith said they have not built in any financial incentives to complete ahead of schedule, but they usually put in contracts the consequences for not finishing on schedule.

Mayor Avery asked him to explain why we are using CM at Risk. Mr. Smith said CM at Risk or Construction Manager at Risk is one method to execute or deliver a construction project. The three main types are the traditional design bid build, is what we did on Fire Station #23. The company designs it, completes the whole design, we bid that out, a Construction Manager provides a proposal, they construct it, and they build it. A design build is where you'll have a joint venture or maybe two companies come together, a constructor and an architectural firm and literally design and build as they go so there's a faster approach to getting to construction phase. All of the construction documents

aren't as finished because they're one team from the beginning working through the design. This project process is a composite of both, whereas we have a designer on board but then you engage the Construction Manager early on in the design process or the concept phase, bring them onto the team to allow them to see the design, add input, get better construction estimates, and then also be able to move into construction phase faster. The reason we call it At Risk for the Construction Manager is because they're taking more risk in this method; they're going to look at the design and then try to meet our budget but give a guaranteed maximum price for construction. After discussion, **the motion carried unanimously.**

9. Contract Award for Landscaping at the Temp Fire Station on Bohannon Road

General Services Director Gale Higgs presented this item and said they are seeking approval to enter into a contract with All South Lawnsapes to install landscaping at the temporary fire station located at 8563 Bohannon Road. The Invitation to Bid was issued on July 17, 2024, and bids were due on August 15, 2024. A total of 7 bids were received and upon evaluation All South Lawnsapes was deemed the most responsive bidder at a cost not to exceed \$67,788.40. If approved, the service will be funded through the Tree Bank Fund.

Mayor Pro Tem Whitmore made a motion to award the contract to All South Lawnsapes for landscaping services at the Temporary Fire Station (Station #24) on Bohannon Road in an amount not to exceed \$67,788.40. Council Member Hudson provided the second. Council Member Hudson thanked her and her staff for keeping our city looking pristine and the strategy you use for the Third Friday concerts.

Council Member Davis asked Dana Smith if they are still in the timeframe for completion. Mr. Smith said we are nearly complete with the infrastructure and have a few minor plumbing things to tie up. Once the landscaping is done, we should be in good shape.

Fire Chief Cornelius Robinson said he's very excited about this moment, the guys are ready, they have the truck and waiting for the green light to move in.

Mayor Pro Tem Whitmore said it looks like if everything else is completed, they could move in. Mr. Smith said they are finishing up this week to get them operational where Chief Robinson can function out of the building by the end of September. The beautifications may not be done, but it will be functional for the Chief. Assistant Administrator Jamila Criss said once Ms. Higgs is done with the contractor, we can schedule a ribbon cutting for that facility in October. Ms. Higgs said once the contract is signed, the contractor can start within a week and the process will be finished, weather provided, within 7 to 12 days. Mayor Pro Tem Whitmore said he is looking forward to the ribbon cutting because it is important to get this facility up and running to also help reduce the insurance for residents on that side of town. **The motion carried unanimously.**

XII. Reports: None

XIII. Council Comments:

Mayor Pro Tem Whitmore said there are some hot issues that we have in the City of Fairburn, and we have to talk about them and find common ground. Tonight, we found common ground with the millage rate, there's not going to be an increase this year.

Council Member Heath had no comments.

Council Member Hudson said we did do well with not raising the millage rate, but it doesn't mean that increase isn't coming. We need to govern in the interest of taxpayers and encouraged our citizens to educate yourselves on the form of government you have, how to access government and how you can participate in government. She does not support the status quo, there's no transparency in this government and she renewed her request for every document that she asked for.

Council Member Smallwood had no comments.

Council Member Portis-Jones said she's glad they came to a compromise agreement regarding the budget and the need for the millage rate increase. We found an alternative way to obtain the dollars they need for the increased budget without increasing the millage rate. She wanted to remind everyone of those dollars in the reserve fund, they were there because this body took the responsibility and established a policy to ensure we had dollars in our Reserve Fund. Numerous years ago, they were dinged by the auditors because we failed to have an adequate Reserve Fund. We are using the funds for this budget, but we can't make this a habit. We've got to find alternative strategies in how to generate revenue in this city.

Council Member Davis said she wants the families of Dr. Parks to know that you all are in my prayers and sends her condolences to you. Dr. Parks was a special person, and her heart is heavy for his family because whatever he did, he did it well with a smile on his face. Her prayers are going out to the Glaize family and wishing Lydia a speedy recovery. She does not like to see any property tax increases, even though we know we have a city we have to run, we have expectations, we have service delivery, we have outstanding employees, and we know to continue to do what we're doing it may require extra.

Mayor Avery said please don't lose sight of how we got here with the proposed millage rate increase because of HB581, we've had fiscal responsibility. As a result of us having a 35% fund balance, we were able to balance our money and save money to even consider that as an option for a policy. He thanked staff for all that was put into the proposed millage rate, but again hard decisions had to be made. Dr. Parks funeral will be on September 21st at Open Word Christian Ministries at 11:00 a.m. On September 11th, there will be a balloon release in honor of Dr. D'avante Parks at 6 pm at Duncan Park. The Fairburn Fall Festival is scheduled for October 5th.

Council Member Smallwood made a motion to go into Executive Session to discuss real estate and personnel. Council Member Portis-Jones provided the second. **The motion carried unanimously.**

Council Member Portis-Jones made a motion to exit the executive session and convene the regular meeting. Council Member Smallwood provided the second. **The motion carried unanimously.**

Council Member Portis-Jones made a motion to approve the maintenance agreement for a special decorative fence with GDOT. Council Member Davis provided the second. **The motion carried unanimously.**

Council Member Portis-Jones made a motion to approve the acquisition for parcel number five at Duncan Park and pay for two mailboxes for a total of \$22,800. Council Member Davis provided the second. **The motion carried unanimously.**

XIV. Adjournment:

Council Member Hudson made a motion to adjourn the meeting at 10:25 p.m. Council Member Davis provided the second. **The motion carried unanimously.**

Brenda James, City Clerk

Mario Avery, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Blighted Property Ordinance

ITEM TYPE: Ordinance

SUBMITTED: 09/16/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/23/2024

DEPARTMENT: Planning & Zoning

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

For the Mayor and City Council to review the proposed Blight Tax Ordinance.

HISTORY:

In 2002, Georgia voters approved a constitutional amendment allowing counties and municipalities to establish a tax incentive program to encourage property owners to remediate or redevelop blighted properties. The Community Redevelopment Tax Incentive Program, operates like a "blight tax." It increases property taxes on blighted properties and subsequently decreases them for a period of time once the property is remediated or redeveloped. Staff is seeking approval to implement an ordinance in which a millage rate of 7.0 mills is applied to properties that are maintained in a blighted condition.

FACTS AND ISSUES:

The detrimental effects of neighborhood blight and the presence of vacant and abandoned properties have a profound impact on the communities they afflict. These blighted properties not only lead to a decrease in surrounding property values but also contribute to the deterioration of the health of local housing markets. Moreover, they pose safety hazards and significantly reduce local tax revenue.

Georgia's Community Redevelopment Tax Incentive Program allows municipalities and counties to establish a redevelopment tax incentive program via an ordinance.

The proposed ordinance established the following:

1. Standards for determining whether a property is blighted
2. A procedure for identifying blighted properties that provides the property owner with notice and a hearing opportunity
3. An increased tax rate that applies to designated blighted properties
4. Standards for remediating or redeveloping properties in order to remove a blighted property

designation

5. A decreased tax rate and the period of time it applies for eligible remediated properties

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval of an Ordinance to amend Chapter 53 (Taxation) of the Code of Ordinances of Fairburn, Georgia, to add a new article to be numbered Article V and entitled "Community Redevelopment Tax Incentive Program"; to provide standards, procedures, and other provisions for identification of blighted property; to provide for a levy of increase on ad valorem taxes for blighted property; to provide for remediation; to provide for a decrease on ad valorem taxes on property after successful remediation; to provide for severability to repeal conflicting ordinances; to provide an effective date; and for other purposes.

ATTACHMENTS:

1. Blighted Property Tax Ordinance

AN ORDINANCE TO AMEND CHAPTER 53 (TAXATION) OF THE CODE OF ORDINANCES OF FAIRBURN, GEORGIA, TO ADD A NEW ARTICLE TO BE NUMBERED ARTICLE V AND ENTITLED “COMMUNITY REDEVELOPMENT TAX INCENTIVE PROGRAM”; TO PROVIDE STANDARDS, PROCEDURES, AND OTHER PROVISIONS FOR IDENTIFICATION OF BLIGHTED PROPERTY; TO PROVIDE FOR A LEVY OF INCREASE ON AD VALOREM TAXES FOR BLIGHTED PROPERTY; TO PROVIDE FOR REMEDIATION; TO PROVIDE FOR A DECREASE ON AD VALOREM TAXES ON PROPERTY AFTER SUCCESSFUL REMEDIATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Fairburn (the “City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council of the City of Fairburn ("City Council"); and

WHEREAS, the City Council finds that the existence within the City of real property that is being maintained in a blighted condition increases the burdens of state and local government by increasing the need for governmental services, including but not limited to social services, public safety services, and code enforcement services; and

WHEREAS, pursuant to Article IX, Section II, Paragraph VII(d) of the 1983 Constitution of the State of Georgia, the City Council is authorized to establish a community redevelopment tax incentive program; and

WHEREAS, the City Council desires to establish a community redevelopment tax incentive program in order to address and alleviate the burdens caused by properties that are being maintained in a blighted condition; and

WHEREAS, the City Council finds that this Ordinance is in the best interests of the health, safety and general welfare of the City and its residents.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, that the Code of Ordinances of Fairburn, Georgia, is amended as follows:

Section 1. Chapter 53 (Taxation) of the Code of Ordinances of Fairburn, Georgia, is hereby amended by adding a new Article, to be numbered Article V and entitled “Community Redevelopment Tax Incentive Program,” which shall read as follows:

ARTICLE V. COMMUNITY REDEVELOPMENT TAX INCENTIVE PROGRAM

Sec. 53-120. Purpose.

The existence of real property which is maintained in a blighted condition increases the burden of the state and local government by increasing the need for government services, including but not limited to social services, public safety services, and code enforcement services. Rehabilitation of blighted property decreases this need for such government services.

In furtherance of its objective to eradicate conditions of blight within the City, this Mayor and Council, in exercise of the powers granted to municipal corporations in Chapter 61, Urban Redevelopment, of Title 36 of the Official Code of Georgia Annotated, has designated those areas of the City where conditions of blight are found or are likely to spread.

In recognition of the need for enhanced governmental services and in order to encourage private property owners to maintain their real property and the buildings, structures and improvement thereon in good condition and repair, and as an incentive to encourage community redevelopment, a community redevelopment tax incentive program is hereby established as authorized by Article IX, Section II, Paragraph VII(d) of the 1983 Constitution of the State of Georgia.

Sec. 53-121. Definitions.

As used in this article, the following the following words, terms, and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Blighted property, blighted, or blight means any urbanized or developed property which:

- (1) Presents two or more of the following conditions:
 - a. Uninhabitable, unsafe, or abandoned structure;
 - b. Inadequate provisions for ventilation, light, air, or sanitation;

- c. An imminent harm to life or other property caused by fire, flood, hurricane, tornado, earthquake, storm, or other natural catastrophe respecting which the governor has declared a state of emergency under the state law or has certified the need for disaster assistance under federal law; provided, however, this division shall not apply to property unless the relevant public agency has given notice in writing to the property owner regarding specific harm caused by the property and the owner has failed to take reasonable measures to remedy the harm;
 - d. A site identified by the federal Environmental Protection Agency as a superfund site pursuant to 42 U.S.C. Section 9601, et seq., or having environmental contamination to an extent that requires remedial investigation or a feasibility study;
 - e. Repeated illegal activity on the individual property of which the property owner knew or should have known; or
 - f. The maintenance of the property is below state, county, or municipal codes for at least one year after written notice of the code violation to its owner; and
- (2) Is conducive to ill health, transmission of disease, infant mortality, or crime in the immediate proximity of the property.

Property shall not be deemed blighted solely because of esthetic conditions.

Building inspector means a certified inspector possessing the requisite qualifications to determine minimal code compliance.

Community redevelopment means any activity, project, or service necessary or incidental to achieving the redevelopment or revitalization of a redevelopment area or portion thereof designated for redevelopment through an urban redevelopment plan or thorough local ordinances relating to the repair, closing, and demolition of buildings and structures unfit for human habitation.

Governing authority means the Mayor and Council of the City of Fairburn, a Georgia municipal corporation.

Millage or millage rate means the levy, in mills, which is established by the governing authority for purposes of financing, in whole or in part, the City's general fund expenses for the fiscal year.

Person means any natural person, corporation or other legal entity, or unincorporated association.

Public officer means the city administrator or such officer or employee of the city as designated by the city administrator to perform the duties and responsibilities hereafter set forth in this article.

Structure means anything constructed or erected which has, or the use of which requires, permanent or temporary location on or in the ground, or which is attached to something having a permanent location on the ground, including, but not limited to, the following: buildings, gazebos, signs, billboards, tennis courts, radio and television antennae and satellite dishes (including supporting towers), swimming pools, light fixtures, walls, fences and steps.

Sec. 53-122. Levy of increase ad valorem tax on blighted real property.

- (a) There is hereby levied on all real property within the city which has been officially identified as maintained in a blighted condition an increased ad valorem tax by applying a factor of seven (7) to the millage rate applied to the property, so that such property shall be taxed at a higher millage rate than generally applied in the City, or otherwise provided by general law; provided, however, real property on which there is situated a dwelling house which is being occupied as the primary residence of one or more persons shall not be subject to official identification as maintained in a blighted condition and shall not be subject to increased taxation.
- (b) Such increased ad valorem tax shall be applied and reflected in the first tax bill rendered following official designation of a real property as blighted.
- (c) Revenues arising from the increased rate of ad valorem taxation shall, upon receipt, be segregated by the finance director and used only for community redevelopment purposes, as identified in an approved urban redevelopment program, including defraying the cost of the City's program to close, repair, or demolish unfit buildings and structures.

Sec. 53-123. Official identification of property maintained in blighted condition.

- (a) In order for a parcel of real property to be officially designated as maintained in a blighted condition and subject to increased taxation, the following steps must be completed:
 - (1) An inspection must be performed on the parcel of property. In order for an inspection to be performed:
 - a. A request may be made by the public officer or by at least five residents of the city for inspection of a parcel of property, said inspection to be based on the criteria as delineated in this article; or
 - b. The public officer may cause a survey of existing housing conditions to be performed, or may refer to any such survey conducted or finalized within the previous five years, to locate or identify any parcels which may be in a blighted condition and for which a full inspection should be conducted to determine if that

parcel of property meets the criteria set out in this article for designation as being maintained in a blighted condition.

- (2) A written inspection report of the findings for any parcel of property inspected pursuant to subsection (1) above shall be prepared and submitted to the public officer. Where feasible, photographs of the conditions found to exist on the property on the date of inspection shall be made and supplement the inspection report. Where compliance with minimum construction, housing, occupancy, fire and life safety codes in effect within the city are in question, the inspection shall be conducted by a building inspector or other certified inspector possessing the requisite qualifications to determine minimal code compliance.
 - (3) Following completion of the inspection report, the public officer shall make a determination, in writing, that a property is maintained in a blighted condition, as defined by this article, and is subject to increased taxation.
 - (4) The public officer shall cause a written notice of his determination that the real property at issue is being maintained in a blighted condition to be served upon the person(s) shown on the most recent tax digest of Fulton County as responsible for payment of ad valorem taxes assessed thereon; provided, however, where through the existence of reasonable diligence it becomes known to the public officer that real property has been sold or conveyed since publication of the most recent tax digest, written notice shall be given to the person(s) known or reasonably believed to then own the property or be chargeable with the payment of ad valorem taxes thereon, at the best address available. Service in the manner set forth at O.C.G.A. § 41-2-12 shall constitute sufficient notice to the property's owner or person chargeable with the payment of ad valorem taxes for purpose of this section, except that posting of the notice on the property will not be required.
- (b) The written notice given to the person(s) chargeable with the payment of ad valorem taxes shall notify such person of the public officer's determination that the real property is being maintained in a blighted condition and shall advise such person of the hours and location at which the person may inspect and copy the public officer's determination and any supporting documentation. Further, such person(s) shall have thirty (30) days from the receipt of notice in which to request an appeal hearing before the Mayor and Council. Written request for a hearing shall be filed with the city clerk and shall be date stamped upon receipt. Upon receipt of a request for hearing, the city clerk shall notify the public officer and the building inspector or person who performed the inspection and prepared the inspection report.
 - (c) Within thirty (30) days of the receipt of a request for hearing, the city clerk shall set a date, time and location for the hearing and shall give at least ten (10) business days' notice to the person(s) requesting the hearing, the public officer, and the building inspector or person who performed the inspection and prepared the inspection report. A notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff's

advertisement appears in Fulton County at least five (5) days prior to the hearing. Hearings may be continued upon request of any party, for good cause.

- (d) At the hearing, the public officer shall have the burden of demonstrating by a preponderance of the evidence that the subject property is maintained in a blighted condition, as defined by this article. Upon hearing from the public officer and/or their witnesses and the person(s) requesting the hearing and/or their witnesses, the Mayor and Council shall make a determination either affirming or reversing the determination of the public officer. The determination shall be in writing and copies thereof shall be served on the parties by certified mail or statutory overnight delivery. The determination by the Mayor and Council shall be deemed final. If such determination affirms the determination of the public officer, a copy of the determination by the Mayor and Council shall also be served upon the Tax Commissioner of Fulton County, who shall include the increased tax on the next regular tax bill rendered on behalf of the city.
- (e) Persons aggrieved by the determination of the Mayor and Council affirming the determination of the public officer may appeal to the Superior Court of Fulton County in the manner provided by law under Chapter 3 of Title 5 of the Official Code of Georgia Annotated within 30 days of issuance of the Mayor and Council's written determination.

Sec. 53-124. Remediation or redevelopment to remove designation of blighted condition.

- (a) A property owner or person(s) who is chargeable with the payment of ad valorem taxes on real property which has been officially designated pursuant to this article as property maintained in a blighted condition may petition the public officer to lift the designation, upon proof of compliance with the following:
 - (1) Completion of work required under a plan of remedial action or redevelopment approved by the City's Building Official and Planning and Zoning Director which addresses the conditions of blight found to exist on or within the property, including compliance with all applicable minimum codes; and
 - (2) Completion of work required under any court order entered in a proceeding brought pursuant to Article IX, Dangerous, Unsafe or Unfit Buildings or Structures, of Chapter 62 of this Code; and
 - (3) Any outstanding ad valorem taxes (state, school, county and city, including the increased tax pursuant to this section) and governmental liens due and payable on the property must be satisfied in full.
- (b) Before action on a petition to lift the designation, the public officer shall cause the property to be thoroughly inspected by a building inspector who, by written inspection report, shall certify that all requisite work has been performed to applicable code in a workmanlike manner, in accordance with the specifications of the plan of remedial action or redevelopment, or applicable court order. Upon finding required work to be satisfactorily performed, the public officer shall issue a written determination that the real property is no

longer maintained in a blighted condition. Copies of this determination shall be served upon the person(s) chargeable with the payment of ad valorem taxes, and upon the Tax Commissioner of Fulton County.

- (c) All plans for remedial action or redevelopment shall be in writing, signed by the person(s) chargeable with the payment of ad valorem taxes on the real property and the director of the city's planning and development department, and contain the following:
 - (1) The plan shall be consistent with the City's Comprehensive Plan and all laws and ordinances governing the subject property, and shall conform to any urban redevelopment plan adopted for the area within which the property lies;
 - (2) The plan shall set forth in reasonable detail the requirements for repair, closure, demolition, or restoration of existing structures, in accordance with minimal statewide codes; where structures are demolished, the plan shall include provisions for debris removal, stabilization and landscaping of the property;
 - (3) On parcels of five (5) acres or greater, the plan shall address the relationship to local objectives respecting land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements;
 - (4) The plan shall contain verifiable funding sources that will be used to complete its requirements and show the feasibility thereof; and
 - (5) The plan shall contain a timetable for completion of required work; and

Sec. 53-125. Decreased rate of taxation to be applied after successful remedial action or redevelopment of blighted property.

- (a) Real property which has had its designation as maintained in a blighted condition removed by the public officer shall be eligible for a decrease in the rate of City ad valorem taxation by applying a factor of 0.5 to the city millage rate applied to the property, so that such property shall be taxed at a lower millage rate than the millage rate generally applied in the City or otherwise provided by general law; such decreased rate of taxation shall be applied beginning with the next tax bill rendered following removal of official designation of a real property as blighted. The decreased rate of taxation may be given in successive years, depending on the amount of cost expended by the person(s) chargeable with payment of ad valorem taxes on the property to satisfy its remediation or redevelopment, with every \$40,000.00 or portion thereof equaling one year of tax reduction; provided, however, that no property shall be entitled to reduction in City ad valorem taxes for more than three (3) successive years.
- (b) In order to claim entitlement for a decreased rate of taxation, the person(s) chargeable with payment of ad valorem taxes on the property shall submit a notarized affidavit to the public officer, supported by receipts or other evidence of payment, of the amount expended.

Sec. 53-126. Duty of public officer to provide notice to county tax commissioner.

It shall be the duty of the public officer to notify the Tax Commissioner of Fulton County in writing as to designation or removal of designation of a specific property as maintained in a blighted condition. Such notice shall identify the specific property by street address and tax map, land lot and parcel number, as assigned by the Fulton County Tax Assessor's Office. The public officer shall cooperate with the tax commissioner to assure accurate tax billing of those properties subject to increased or reduced ad valorem taxation under this article.

Section 2. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared 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 would be declared or adjudicated invalid or unconstitutional.

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

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

Adopted this ____ day of _____, 2024.

Mario B. Avery, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

(SEAL)



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Approval of a Task Order with ISE for Engineering Services on the Fayetteville Road Streetscapes Project

ITEM TYPE: Other

SUBMITTED: 09/13/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/23/2024

DEPARTMENT: Public Works

BUDGET IMPACT: \$70,210

PUBLIC HEARING: No

PURPOSE:

For Mayor and Council to approve a Task Order with Integrated Science & Engineering, Inc. (ISE) for Engineering Services on the Fayetteville Road Streetscapes Project for \$70,210.

HISTORY:

The Fayetteville Road Water Main Improvements Project was completed on October 19, 2021. ISE provided the design and construction management services for the project.

The original project was called the Fayetteville Road Waterline Relocation & Sidewalk Project, and the scope included pedestrian improvements on Fayetteville Road, from Bay Street to Edelweiss Drive. However, to reduce project costs and to address the more immediate concerns, the pedestrian improvements were removed from the project scope.

FACTS AND ISSUES:

ISE will utilize the survey previously performed along Fayetteville Road during the water line project. However, additional survey and engineering services will be required to accommodate the current expanded project scope, which is Streetscape Improvements along Fayetteville Road, from East Broad Street to Trotters Farm Road.

As such, a Task Order proposal was requested from ISE to provide the engineering services required to assist in the delivery of the Fayetteville Road Streetscapes Project.

FUNDING SOURCE:

360-000-52-1110: T-SPLOST Admin-Program Management

RECOMMENDED ACTION:

Request Mayor & Council approval of the Task Order with Integrated Science & Engineering, Inc. (ISE) for Engineering Services on the Fayetteville Road Streetscapes Project in the amount of \$70,210.

ATTACHMENTS:

1. TOF 139_Executed
2. Notice to Proceed
3. Pay App 6_Rec. Letter_20211019
4. TOF156_Fayetteville Road Streetscape_Rev1
5. Fairburn Master Services Agreement_08142017



INTEGRATED
Science &
Engineering

Atlanta / Savannah

Task Order Form

1039 Sullivan Road, Suite 200, Newnan, GA 30265

(p) 678.552.2106 (f) 678.552.2107

To: John Martin
Company: City of Fairburn
Address: P.O. Box 145
Fairburn, Georgia

Date: May 13, 2020
From: Jarred Jackson, P.E.
Copy to: Lester Thompson

Project: Fayetteville Road Water Main Improvements (2020) TOF #: 139

BACKGROUND

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

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

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

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

SCOPE OF SERVICES

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

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

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

Task Order Form

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

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

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

SCHEDULE

Task 1 – Project Management: Provided for the duration of the project.

Task 2 – Project Manual & Construction Drawings: To begin upon authorization to proceed and completed within 8 weeks.

Task 3 – Easement Preparation: Completed concurrently with Task 2, as necessary.

Task 4 – Bid Phase Assistance: Provided from conclusion of all tasks above and continuing for a period of approximately 60 days.

Task 5 – Construction Phase Assistance: Provided from conclusion of Task 4 and continuing for a period of approximately 90 days (estimated construction period).

FEE ESTIMATE

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

¹ Easement document preparation fee to be billed hourly, if required.

² Construction phase assistance only if requested. Fee to be billed hourly. Not to exceed Fee Estimate shown without authorization from the City of Fairburn.

AUTHORIZATION

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

Task Order Form

City of Fairburn

Integrated Science & Engineering, Inc.

Signature: Elizabeth Carr Hurst

Name: Elizabeth Carr Hurst

Title: Mayor

Date: 6-22-20

Signature: [Signature]

Name: Jarred M. Jackson, P.E.

Title: Project Manager

Date: JUNE 25, 2020

SECTION 00 55 00

NOTICE TO PROCEED

Project: Fayetteville Road Water Main Improvements

Owner: City of Fairburn

Owner's Contract No.: 20-009

Contractor: The Corbett Group, LLC

Engineer's Project No.: 1009.2001

Contractor's Address: 13201 Veterans Memorial Hwy, Douglasville, GA 30134

You are notified that the Contract Times under the above Contract will commence to run on March 3, 2021. On or before that date, you are to start performing your obligations under the Contract Documents. No field work to proceed prior to this date. In accordance with Article 4 of the Agreement, the date of Substantial Completion is August 23, 2021, and the date of readiness for final payment is September 22, 2021 [(or) the number of days to achieve Substantial Completion is 150, and the number of days to achieve readiness for final payment is 180].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

City of Fairburn

Owner

Given by:

Authorized Signature

Title

Date

Elizabeth Carr Hunt
Mayor

4-5-2021

Copy to Engineer

END OF SECTION

Fayetteville Road Water Main Improvements

1009.2001

00 55 00-1

NOTICE TO PROCEED



October 19, 2021

Mr. John D. Martin
Utilities Director
City of Fairburn
106 Howell Avenue
Fairburn, Georgia 30213

Re: Fayetteville Road Water Main Improvements
City of Fairburn Project Number 20-009
Recommendation Letter – Pay Application No. 6 – Final Payment

Dear John:

Transmitted herewith is a copy of Application and Certificate of Payment No. 6 for the above-referenced project. The application has been reviewed, and the payment recommended to the Corbett Group, LLC is **\$60,107.92**.

Note, included with this pay application, are the following closeout documentation:

1. As-Built Drawings
2. Affidavit of Payment of Debts and Claims
3. Affidavit of Payment of Release of Liens
4. Wavier and Release of Lien Upon Final Payment
5. Consent of Surety to Final Payment

This is the Final Pay Application and this job is now officially closed.

If you have any questions or comments, or require any additional information, please do not hesitate to contact the undersigned.

October 19, 2021
Mr. John D. Martin
Page 2

Sincerely,

INTEGRATED SCIENCE & ENGINEERING, INC.

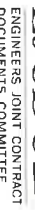


Cary R. Dial, P.E.
Principal

CRD/ms

Attachment Contractors Pay Application No. 6, All Closeout Documentation

CC: Siema Cox, Corbett Group, LLC



5

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application	Application Date:
Period:		08/26/2021 - 09/25/2021	9/29/2021
To (Owner):	City of Fairburn 56 Malone St Fairburn, GA 30213	From (Contractor): The Corbett Group, LLC 13201 Veterans Memorial Hwy Douglasville, GA 30134	Via (Engineer): Integrated Science & Engineering, Inc 1039 Sullivan Rd, Suite 200 Newman, GA 30265
Project:	Fayetteville Road Water Main Improvements	Contract Number: 20-009	ISE No. 1009 2001
Contact:	John Martin	Project Manager (Contractor) Michael Corbett	Project Manager (Engineer) Cary Dial

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$32,432.00	
TOTALS	\$32,432.00	
NET CHANGE BY CHANGE ORDERS		\$32,432.00

1. ORIGINAL CONTRACT PRICE.....	\$ \$672,600.00
2. Net change by Change Order.....	\$ \$32,432.00
3. Current Contract Price (Line 1 ± 2).....	\$ \$705,032.00
4. TOTAL COMPLETED AND STORED TO DATE (Column H total on Progress Estimates).....	\$ \$589,019.25
5. RETAINAGE:	
a. X \$589,019.25 Work Completed.....	\$ _____
b. X _____ Stored Material.....	\$ _____
c. Total Retainage (Line 5.a + Line 5.b).....	\$ _____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$589,019.25
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$528,911.33
8. AMOUNT DUE THIS APPLICATION.....	\$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ \$60,107.92

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 	Date: 9/29/2021
---	-----------------

Payment of: \$ 60,107.92

is recommended by: _____
(Line 8 or other - attach explanation of the other amount)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner)

Approved by: _____
(Date)

Funding or Financing Entity (if applicable) _____
(Date)

Contractor's Application

For (Contract): Fayetteville Road Water Main Improvements													Application Number: 6	
Application Period: 08/26/2021 - 09/25/2021													Application Date: 9/29/2021	
A						B	C	D	E	F	G	H	I	
Bid Item No.	Item Description	Contract Information				Estimated Quantity Previously Installed	Value of Work Previously Installed	Estimated Quantity Installed This Period	Value of Work Installed This Period	Materials Presently Stored (not in C thru F)	Total Completed and Stored to Date (D + F + G)	% (H / B)	Balance to Finish (B - F)	
		Scheduled Quantity	Units	Unit Price	Scheduled Value (\$)									
CONSTRUCTION ITEMS														
1	GENERAL CONDITIONS	1	LS	\$25,000.00	\$25,000.00	1.00	\$25,000.00					100.0%		
2	TRAFFIC CONTROL	1	LS	\$12,000.00	\$12,000.00	1.00	\$12,000.00					100.0%		
3	LANDSCAPE COMPLETE	1	LS	\$2,200.00	\$2,200.00	0.80	\$1,760.00	0.20	\$440.00			100.0%		
4	MAIL BOX REMOVAL AND REPLACEMENT	11	EA	\$100.00	\$1,100.00	11.00	\$1,100.00					100.0%		
5	TRENCH CAP (DEMO, BACKFILL, CONCRETE, ETC.)	4600	LF	\$18.00	\$82,800.00	2873.00	\$51,714.00					62.3%		
WATER MAIN														
6	8-INCH DUCTILE IRON PIPE	4600	LF	\$54.00	\$249,400.00	4614.00	\$249,156.00					100.3%	-\$756.00	
7	NEW FIRE HYDRANT ASSEMBLY	10	EA	\$4,500.00	\$45,000.00	9.00	\$40,500.00					90.0%	\$4,500.00	
8	REMOVE EXISTING FIRE HYDRANT ASSEMBLY AND CAP WATER	10	EA	\$500.00	\$5,000.00	9.00	\$4,500.00					90.0%		
9	WATER SERVICE RECONNECTION - SHORT SIDE	29	EA	\$550.00	\$15,950.00	34.00	\$18,700.00					117.2%	-\$2,750.00	
10	WATER SERVICE RECONNECTION - LONG SIDE	25	EA	\$900.00	\$22,500.00	33.00	\$29,700.00	1.00	\$900.00			136.0%	-\$8,100.00	
11	8-INCH CONNECTION TO PROPOSED 8-INCH DIP	1	EA	\$4,800.00	\$4,800.00	1.00	\$4,800.00					100.0%		
12	6-INCH CONNECTION TO PROPOSED 8-INCH DIP	12	EA	\$4,800.00	\$57,600.00	11.00	\$52,800.00					91.7%		
13	1.5-INCH CONNECTION TO PROPOSED 8-INCH DIP	2	EA	\$2,500.00	\$5,000.00	2.00	\$5,000.00					100.0%		
14	DEFLECTION UNDER STORM DRAIN	6	EA	\$500.00	\$3,000.00	6.00	\$3,000.00					100.0%		
15	8-INCH STANDARD TERMINATION	1	EA	\$1,000.00	\$1,000.00	1.00	\$1,000.00					100.0%		
16	6-INCH STANDARD TERMINATION	7	EA	\$500.00	\$3,500.00	7.00	\$3,500.00					100.0%		
17	1.5-INCH STANDARD TERMINATION	2	EA	\$350.00	\$700.00	2.00	\$700.00					100.0%		
18	8-INCH GATE VALVE	13	EA	\$1,450.00	\$18,850.00	13.00	\$18,850.00					100.0%		
19	UN-CASED BORE	360	LF	\$80.00	\$28,800.00	221.00	\$17,680.00					61.4%	\$11,120.00	
EROSION CONTROL ITEMS														
20	HAYBALE CHECK DAM (C&Hb)	32	EA	\$75.00	\$2,400.00	25.00	\$1,875.00					78.1%	\$525.00	
21	INLET SEDIMENT TRAPS (SD2-F)	4	EA	\$125.00	\$500.00	4.00	\$500.00					100.0%		
22	DISTURBED AREA STABILIZATION (Ds1, Ds2, Ds3)	500	SY	\$1.00	\$500.00	400.00	\$400.00					80.0%	\$100.00	
ALLOWANCE														
23	TRENCH ROCK EXCAVATION	500	CY	\$60.00	\$30,000.00								\$30,000.00	
24	TRENCH UNSUITABLE SOILS	500	CY	\$42.00	\$21,000.00	240.00	\$10,080.00					48.0%	\$10,920.00	
25	UTILITY RELOCATION ALLOWANCE	1	LS	\$20,000.00	\$20,000.00								\$20,000.00	
26	ENGINEER DIRECTED CHANGES	1	LS	\$10,000.00	\$10,000.00								\$10,000.00	
27	TESTING AND INSPECTION ALLOWANCE	1	LS	\$5,000.00	\$5,000.00	0.19	\$932.25					18.6%	\$4,067.75	
Totals					\$672,600.00		\$555,247.25		\$1,340.00		\$556,587.25	82.8%	\$116,012.75	

Contractor's Application

Application Number: 6

Application Date: 9/29/2021

A		B		C	D	E	F	G	H	I		
Bld Item No.	Item Description	Contract Information			Estimated Quantity Previously Installed	Value of Work Previously Installed	Estimated Quantity Installed This Period	Value of Work Installed This Period	Materials Presently Stored (not in C thru F)	Total Completed and Stored to Date (D + F + G)	% (H / I)	Balance to Finish (B - F)
		Scheduled Quantity	Units	Unit Price								
Change Orders												
1	Change Order# 1	1	LS	\$32,432.00	\$32,432.00	1.00	\$32,432.00		\$32,432.00	100.0%		
	</											

AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO OWNER:

City of Fairburn

PROJECT:

Fayetteville Road Water Main Improvements

ENGINEER'S PROJECT NO.:

1009.2001

CONTRACT DATED:

STATE OF: Georgia

COUNTY OF: Douglas

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all material and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.
2. Contractor's Affidavit of Release of Liens.

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Date: 9/29/2021

Notary Public: Siema Cox

My Commission expires: 11/17/2024



CONTRACTOR: *(name and address)*

The Corbett Group, LLC
13201 Veterans Memorial Hwy
Douglasville, GA 30134

By:


(Signature of authorized representative)

Michael Corbett, President

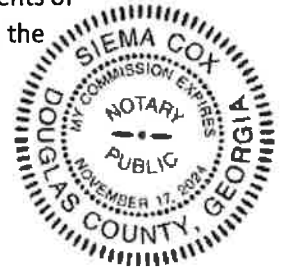
(Printed name and title)

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Date: 9/29/2021

Notary Public: Siema Cox

My Commission expires: 11/17/2024



END OF SECTION

AFFIDAVIT OF PAYMENT RELEASE OF LIENS

TO OWNER:

City of Fairburn

PROJECT:

Fayetteville Road Water Main Improvements

ENGINEER'S PROJECT NO.:

1009.2001

CONTRACT DATED:

STATE OF: Georgia

COUNTY OF: Douglas

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens form Subcontractors and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(name and address)*

The Corbett Group, LLC
13201 Veterans Memorial Hwy
Douglasville, GA 30134

By:


(Signature of authorized representative)

Michael Corbett, President
(Printed name and title)

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Date: 9/29/2021

Notary Public:



My Commission expires: 11/14/2024

END OF SECTION



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

STATE OF GEORGIA
COUNTY OF Douglas

The undersigned mechanic and/or materialman has been employed to furnish Water Main Improvements (describe materials and/or labor) for the construction of improvements known as Fayetteville Road Water Main Improvements (title of the project or building) which is located in the city of Fairburn, county of Fulton, and is owned by City of Fairburn (name of owner) and more particularly described as follows:

(describe the property upon which the improvements were made by using either a metes and bounds description, the land lot district, block and lot number, or street address of the project.)

Upon the receipt of the sum of \$ 60,107.92, the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property or any rights against any labor and/or material bond on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said property.

GIVEN UNDER HAND AND SEAL THIS 29 DAY OF September, 2021.

The Corbett Group, LLC (Company Name)

By: ITS AUTHORIZED REPRESENTATIVE

M.H. Corbett (SEAL)

NAME: Michael Corbett

TITLE: President

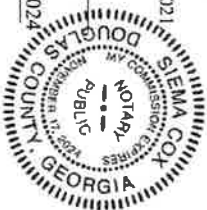


Sworn to and subscribed before me

this the 29 day of September 2021

Shana Cox

Notary Public for Georgia
My Commission Expires: 11/17/2024



NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT. 90 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. § 44-14-366.

1

Initials: _____

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. NGA 1672

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:

(Name and address)

City of Fairburn
56 Malone Street
Fairburn, GA 30213

PROJECT:

(Name and address)

Fayetteville Road Water Main Improvements
Contract Number 20-009

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306 - 3498

, SURETY,

on bond of

(Insert name and address of Contractor)

The Corbett Group, LLC
13201 Veterans Memorial Hwy
Douglasville, GA 30134

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

City of Fairburn
56 Malone Street
Fairburn, GA 30213

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 30, 2021

(Insert in writing the month followed by the numeric date and year.)

Merchants National Bonding, Inc.

(Surety)

By:

(Signature of authorized representative)

Brittany Triplett

Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):

(Signature of Tiffany Triplett)
Tiffany Triplett, Witness

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Bart Peppers; Brian E Madden; Brittany Triplett; Deborah B Sasser; Felisa H Vaughan; Megan S Bartman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of May, 2021



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of May, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of August, 2021



William Warner Jr.
Secretary

To: Lester Thompson
Company: City of Fairburn
Address: P.O. Box 145
Fairburn, GA

Date: August 28, 2024
From: Scott Thompson, P.E.
Copy to:

Project: Fayetteville Road Streetscapes

TOF #: 156

BACKGROUND

Integrated Science & Engineering, Inc. (ISE) has been asked by the City of Fairburn (City) to assist with the Fayetteville Road Streetscapes project. The project is part of a continued effort to grow community development and will be a benefit to the residents. This Task Order Form (TOF) outlines the Scope, Schedule, and Fee associated with performing the work outlined herein.

SCOPE OF SERVICES

Task 1 – Survey

ISE will utilize the survey previously performed along Fayetteville Road during the water line project. However, this survey did not include the full extent of this project and additional work will be necessary as outlined as below. Verify existing survey is still valid. Provide utility locates and surveying along Fayetteville Road from Edelweiss Drive to Trotters Farm Road. Perform utility locates along the route and mark utility locations for survey. Perform survey of marked utilities and of surface obstructions along the route including, but not limited to, side roads, driveways, mail boxes, signs, fences, tree lines, and other surface obstructions that could impact construction.

Task 2 – Easement Services

There are several areas along Fayetteville Road where the existing right-of-way limits will not allow for the installation of a sidewalk. The number of these instances is currently unknown until further survey investigation is performed. For the purposes of this proposal, we are estimating 10 parcels needing easement. ISE will prepare the necessary documents to acquire the needed easements for the project. This includes exhibit figures and descriptions.

Task 3 – Civil Design

ISE will provide design plans and technical specifications for the construction of the sidewalk along Fayetteville Road from East Broad Street to Trotters Farm Road. Design drawings will include the preparation of site plans that document overall site improvements, grading and drainage plans, lighting plan, erosion control plans, and construction details. This task will also include the necessary design related work and preparation of contract documents.

Task 4 – Bid Phase Services: Prepare bid documents and publish to plan rooms; prepare for and host a pre-bid conference with interested contractors; receive and answer contractor questions, prepare and execute

TASK ORDER FORM

addenda as may be needed; assist with the bid opening and publication; review contractor qualifications; and assist the City with contract award.

SCHEDULE

Task 1 – Survey: To begin upon receiving authorization from the City of Fairburn and continuing for 4 weeks.

Task 2 – Easement Services: To begin upon completion of Task 2.

Task 3 – Civil Design: Provided following completion of Task 2 and continuing for 6 weeks.

Task 4 – Bid Phase Services: Provided following Task 4 and continuing for 45 days.

FEE ESTIMATE

Task	Fee
Task 1 – Survey	\$19,300 (Lump Sum)
Task 2 – Easement Services	\$8,500 ¹ (Lump Sum)
Task 3 – Civil Design	\$34,210 (Lump Sum)
Task 4 – Bid Phase Services	\$8,200 (Lump Sum)
Total Contract Amount	\$70,210

¹Cost is \$850 per parcel. Estimating 10 parcels. Final cost will adjust with actual number of parcels needing Easement.

The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated directly with the Client prior to proceeding. Additional fees will be billed hourly and in accordance with the rate schedule herein.

AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement with City of Fairburn dated 8/14/2017. As our authorization, please sign in the space provided below.

City of Fairburn

Integrated Science & Engineering, Inc.

Signature: _____

Signature: _____

TASK ORDER FORM

Name:

Title:

Date:

Name:

Scott Thompson, P.E.

Title:

Principal

Date:

**MASTER SERVICES AGREEMENT
CITY OF FAIRBURN**

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

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

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

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

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

1.0 SECTION 1 – GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES

- 1.1 **Description.** ENGINEER shall provide professional services to the CLIENT in the form of project management and consulting engineering services, from time to time, as requested by CLIENT. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the CLIENT. Examples of General Project Management and Consulting Engineering Services would include, but not be limited to, the following:
- 1.1.1 Review of existing system data and providing of advice pertaining to CLIENT operations, planning, expansion, repair or other matters that may be of concern to CLIENT.
 - 1.1.2 Serve as consulting engineer on behalf of the CLIENT to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.
 - 1.1.3 Prepare engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by CLIENT.
 - 1.1.4 Serve as engineering liaison for the CLIENT to various local, state and federal agencies that may have jurisdiction over certain aspects of CLIENT's operations.
 - 1.1.5 Provide other engineering related services as may be requested and authorized by the CLIENT.

2.0 SECTION 2 – BASIC ENGINEERING SERVICES

- 2.1 **Basic Engineering Services.** Include those services normally associated with project management, engineering analysis and engineering design for civil engineering, water and wastewater engineering, and water resources engineering related projects, or other projects stipulated by the CLIENT. Engineering services will typically include, but not be limited, to the following.
- 2.2 **Preliminary Design and Planning Phase.** The ENGINEER shall:
- 2.2.1 In consultation with CLIENT, and on the basis of the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the CLIENT.
 - 2.2.2 Advise CLIENT if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services, subject to the approval of CLIENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.4.4 Consult with CLIENT concerning, and determine, the acceptability of substitute materials and equipment proposed by CONTRACTOR(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.
- 2.4.5 Attend pre-bid meeting with prospective contractors, attend the bid opening, prepare bid tabulation sheets and assist CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. ENGINEER will verify that the CONTRACTOR's insurance and bonding capabilities meet the CLIENT's requirements.
- 2.5 **Construction Phase Services.** The ENGINEER shall:
- 2.5.1 Arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.
- 2.5.2 Review the CONTRACTOR's work schedule to ensure general conformance with preliminary schedules developed by the CLIENT and ENGINEER. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. ENGINEER will notify the CLIENT if significant discrepancies exist in the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.
- 2.5.3 Serve as the CLIENT's representative with duties and limitations of responsibility and authority as stated in the construction Contract Documents.
- 2.5.4 Visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep CLIENT informed of same.
- 2.6 **Interpretations and Clarifications.** ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.
- 2.7 **Shop Drawings.** ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data that CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the CLIENT prior to CONTRACTOR notification.

- 2.8 **Schedule Monitoring.** ENGINEER will review and update CONTRACTOR(s) schedule(s) to monitor construction progress and to assist the CONTRACTOR in identifying potential “work arounds” to make up for work delays, change orders, etc. Updated schedules will be provided to the CLIENT as necessary unless agreed otherwise.
- 2.9 **Applications for Payment.** ENGINEER will review CONTRACTOR’s applications for periodic payment to verify that amounts requested by the CONTRACTOR agree with actual progress of the work. Approved applications will be submitted to the CLIENT for payment.
- 2.10 **Correspondence.** ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).
- 2.11 **Contract Closeout.** ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to CLIENT and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

3.0 SECTION 3 – SUPPLEMENTAL SERVICES

- 3.1 The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the CLIENT, ENGINEER will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.
- 3.2 Examples of Supplemental Services include, but are not necessarily limited to, the following:
- a) Geotechnical Engineering and Related Services.
 - b) Surveying (i.e. construction staking, property boundary, topographic surveys, easement plats, etc.).
 - c) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).
 - d) Hydrogeology and Geology.
 - e) Geographical Positioning Systems (GPS) Mapping and Geographical Information Systems (GIS).
 - f) Supplemental or Extended Services, made necessary by: (1) work damaged by fire or other cause during construction; (2) prolongation of the construction contract period; and (3) default by the CONTRACTOR.
 - g) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.

- h) Transportation Engineering (i.e. road design, easement and right-of-way acquisition, traffic analysis, etc.)
- i) Resident Inspection for Construction.
- j) Preparation of As-built Drawings, unless required by a specific project TOF.

4.0 SECTION 4 – FEES AND PAYMENTS TO ENGINEER

- 4.1 For general consulting engineering services as outlined in this AGREEMENT, CLIENT shall pay ENGINEER the fee documented in the project specific Task Order Forms (TOFs). It is anticipated that professional services will be performed and reimbursed on payment terms agreeable to both parties (i.e. lump sum, hourly, etc.). The proposed unit rates identified for this AGREEMENT are broken out by labor category and are included as ATTACHMENT “A”. Any unique unit rates or costs related to outside subconsultants contracted to the ENGINEER to provide specialized services for specific work tasks will be included in the project specific TOFs. It will be the responsibility of the ENGINEER to periodically update the CLIENT regarding incurred fees for the various projects executed under this AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed to by the CLIENT. ENGINEER and CLIENT will also periodically review project progress and schedules to ensure timely completion of work.
- 4.2 The labor category unit rates are included in ATTACHMENT “A” and apply to those employees of the ENGINEER who are engaged in providing professional services under this AGREEMENT. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles (mileage), in-house reproduction, photocopying, and routine expendable/office supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced at cost plus 15% to the CLIENT.
- 4.3 ENGINEER shall submit monthly invoices to CLIENT in a format acceptable by the CLIENT. CLIENT shall endeavor to make payment to ENGINEER within thirty days from receipt of invoice.
- 4.4 For the term of this AGREEMENT or any extension thereof, the ENGINEER may petition to revise labor category billing rates effective January 1 of each year (the “Rate Modification Date”) to account for salary adjustments. The CLIENT reserves the right to review the proposed annual billing rate adjustments for approval prior to implementation by the ENGINEER.

5.0 SECTION 5 – CLIENT’S RESPONSIBILITIES

5.1 CLIENT shall:

- 5.1.1 Provide all criteria and full information as to OWNER’s requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 5.1.2 Allow the ENGINEER to have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently the ENGINEER is denied or delayed in performing their services, the associated fees and costs may be viewed in their entirety as a reimbursable expense.
- 5.1.3 Promptly furnish to ENGINEER the information requested by ENGINEER needed for rendering of services hereunder. The CLIENT shall provide to the ENGINEER all such information as is available to the CLIENT and the CLIENT’s consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for the ENGINEER to assure the accuracy, completeness and sufficiency of information provided to ENGINEER by CLIENT or third parties. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER and the ENGINEER’s subconsultants harmless from any claim, liability or cost (including reasonable attorneys’ fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to the ENGINEER.
- 5.1.4 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 5.1.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 5.1.6 Designate a person (or persons) to act as CLIENT’s representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CLIENT’s policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER’s services.

6.0 SECTION 6 – ENGINEER’S RESPONSIBILITIES

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

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

- 6.2 **Standard Professional Services.** The ENGINEER by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the ENGINEER.
- 6.3 **Professional Liability Insurance.** Simultaneous with the execution of this AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of this AGREEMENT, including future renewals thereof, the ENGINEER shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of \$1,000,000 each claim, \$2,000,000/year aggregate, with \$100,000 per claim deductible, \$200,000/year aggregate deductible. The ENGINEER represents, warrants and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. If requested, the ENGINEER shall furnish evidence of said coverage to CLIENT in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to this AGREEMENT, notice of such fact shall be furnished to CLIENT in writing, which event shall furnish CLIENT the option to terminate this AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until ten (10) days after written notice is given by ENGINEER to CLIENT, via certified mail, return receipt requested. ENGINEER shall at all times during the terms of this AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT for any reason, maintain continuity of coverage described herein against any liability directly or indirectly resulting from ENGINEER or its employees or its subconsultant's duties in connection with this AGREEMENT, or other acts or omissions of ENGINEER or its respective employees or agents occurring in whole or in part during the term of this AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the effective date of this AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described herein.

- 6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the CLIENT is given, which event shall afford the CLIENT the option to terminate this AGREEMENT.
- 6.5 **Approval of Bonds by Bidders.** Inasmuch as the ENGINEER will provide assistance to the CLIENT in the bidding and negotiating of water and sewer, and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for CONTRACTOR's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and is licensed and in good standing with the Insurance Commission of the State of Georgia.
- 6.6 **Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act.** As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.

7.0 SECTION 7 – GENERAL CONSIDERATIONS

- 7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 7.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be 12 months from the date of execution by all parties. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year beginning on January 1 and ending on December 31 of each such year. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.
- 7.3 **Authorized Representative.** ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.

7.4 Successors and Assigns.

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

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

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

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

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

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

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

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

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

- 7.10 **Risk Allocation.** In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and ENGINEER, the risks have been allocated such that the ENGINEER and the CLIENT agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT from any cause or causes, shall not exceed \$50,000 or the total fee for services contemplated under this AGREEMENT, whichever is less. Such causes include, but are not limited to, ENGINEER's or CLIENT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 7.11 **Ownership of Documents.** All documents produced by ENGINEER under this agreement shall remain the property of ENGINEER and may not be used by the CLIENT for any other endeavor without the written consent of ENGINEER. Any unauthorized use or distribution shall be at CLIENT's and Recipient's sole risk and without liability to ENGINEER. CLIENT further agrees that documents produced by ENGINEER pursuant to this agreement will not be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's written approval.
- 7.12 **Discovery of Hazardous Materials.** Hazardous materials may exist on the site on which work will be performed by the ENGINEER under this agreement. The CLIENT acknowledges that the ENGINEER's scope of services for this project does not include any services related to the identification, removal or abatement of hazardous wastes. The ENGINEER and the CLIENT agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. The ENGINEER and the CLIENT also agree that the discovery of hazardous materials may make it necessary for the ENGINEER to take immediate measures to protect human health and safety, and/or the environment. The ENGINEER agrees to notify the CLIENT as soon as practically possible should hazardous materials or suspected hazardous materials be encountered. The CLIENT authorizes the ENGINEER to take any and all emergency measures that in the ENGINEER's professional opinion are justified to preserve and protect the health and safety of the ENGINEER's personnel and the public, and/or the environment, and the CLIENT agrees to compensate the ENGINEER for the additional cost of such work.
- 7.13 **Site Operations.** The ENGINEER's field personnel will avoid hazards or utilities that are visible to them at the site. If the ENGINEER is given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, the ENGINEER will give special instructions to their field personnel. The ENGINEER will conduct the research that in its professional opinion is necessary to

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

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

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

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

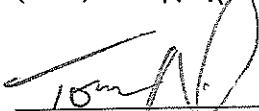
CLIENT:

City of Fairburn



(Name) MARIO B. AVERY

(Title) MAYOR



Attest: TOM RIDGWAY

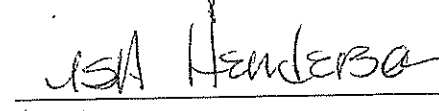
ENGINEER:

Integrated Science & Engineering, Inc.



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

President



Attest:

ATTACHMENT A

UNIT RATES

Integrated Science & Engineering, Inc.

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



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: City Administrator's Monthly Report

ITEM TYPE: Presentation

SUBMITTED: 09/18/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/23/2024

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 for August 2024 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 - AUGUST 2024_



CITY ADMINISTRATOR'S MONTHLY REPORT

AUGUST 2024

FAIRBURN, GA

AUTHORED BY: TONY M. PHILLIPS

Greetings Honorable Mayor & City Council Members,

On a monthly basis I have the privilege to present a summary of the City's monthly administrative activities. The following are the departmental monthly reports for August 2024. A fundamental principle for our staff is continuous improvement. We recognize that there is always an opportunity to improve city operations across all departments and functions. As public servants we work daily to progress and expand service delivery for our residents.

The most appreciated strength the city of Fairburn has is its staff. Team Fairburn is made up of dedicated women and men who are professional, experienced, and prioritize serving our residents. We have employed a highly qualified staff. Utilizing intentional, targeted recruitment and valuable training opportunities has led to success in identifying, hiring, and retaining staff members who have elevated our service to citizens.

The city continues to maintain a solid and growing financial footing. Which, in conjunction with reasonable and conservative fiscal management, authenticates the city's positive economic outlook. Fairburn is a great city to raise a family, retire, recreate, or build a business/career. We have a list of positive features as a city, including but not limited to, proximity to the world's busiest airport, access to major interstate and state highways, a notable status as one of the leading transportation and logistics centers in this region of the country, and a consistently low crime rate.

Transparency is at the foundation of our municipal services and operations. The city also values ongoing engagement with our neighborhoods, communities, and local businesses to better understand their needs. Our goal is to continue to build a safe, inclusive, innovative, and economically viable city.

This report summarizes activities for August 2024. Fairburn, 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 following highlights from August followed by the detailed departmental monthly reports.

- Safety Training Center Master Plan is in progress.
- Emergency generator for City Administration Building is in progress
- New Mass Notification system is configured, and public enrollment is ongoing
- Old Campbell Courthouse post fire Asbestos abatement and debris removal is completed. Preliminary engineering reports are complete, and final claim assessment has been received and being evaluated.
- Completed Final Report for the 2024 Economic Strategic Plan outlining a 5-year blueprint for local economic initiatives building upon qualitative and quantitative data, including needs assessment and market studies in conjunction with consultant teams KB Advisory Group and Urban Pulse.
- Fairburn Third Fridays—Music Under the Stars celebrates diverse music and culture, including performances by Angela Winbush, Keith Washington, Lil' Mo, Julius Williams, and Mike Jones & Friends.
- Ribbon Cutting Ceremony and Grand Opening for Enterprise Truck Rental, celebrating expansion and two years of excellence in customer service.
- Ribbon Cutting Ceremony and Grand Opening for Peach Cobbler Factory.
- Train Depot Project: Initiated solicitation for proposals for lease agreement and tenancy. Next steps will include evaluation and recommendation for tenant (October).
- Continued Cisco Meraki Network Refresh
- The City of Fairburn in partnership with Dashboard has finalized the activities and artist for the Hispanic Heritage month Alleyway event, Mr. José Ibarra Rizo completed the photos and conducted interviews with community members.
- The Housing Market Study and Grocery Store Matrix has been completed
- The Code Enforcement Division is preparing for community service event with the faith-based community.



CITY CLERK

CITY CLERK BRENDA JAMES

AUGUST 2024

Department Highlights/Accomplishments:

Received 177 open records request for August- Researched and processed Collected \$359.00 payments for Open Records

Processed Mayor and Council Credit Card Reconciliations

Processed GMA and other registrations for Mayor and Council

Prepared City Council Meeting Agenda Packets for August 2024

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

Administrator Prepared City Council Minutes

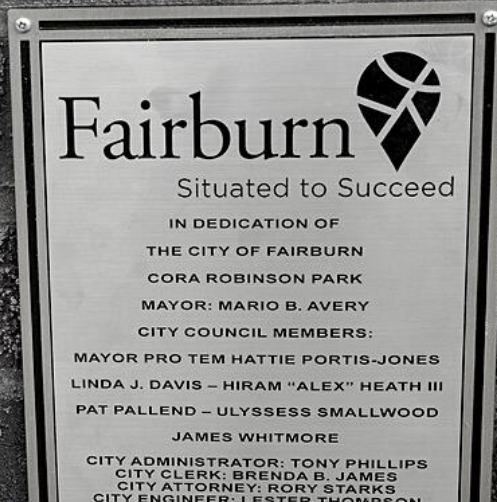
Signed all Business & Alcohol Licenses

Process Per Diem Checks for Council

Process Payment of

Invoices Attend

Leadership Meetings



Building Operations

DIRECTOR: Dana Smith

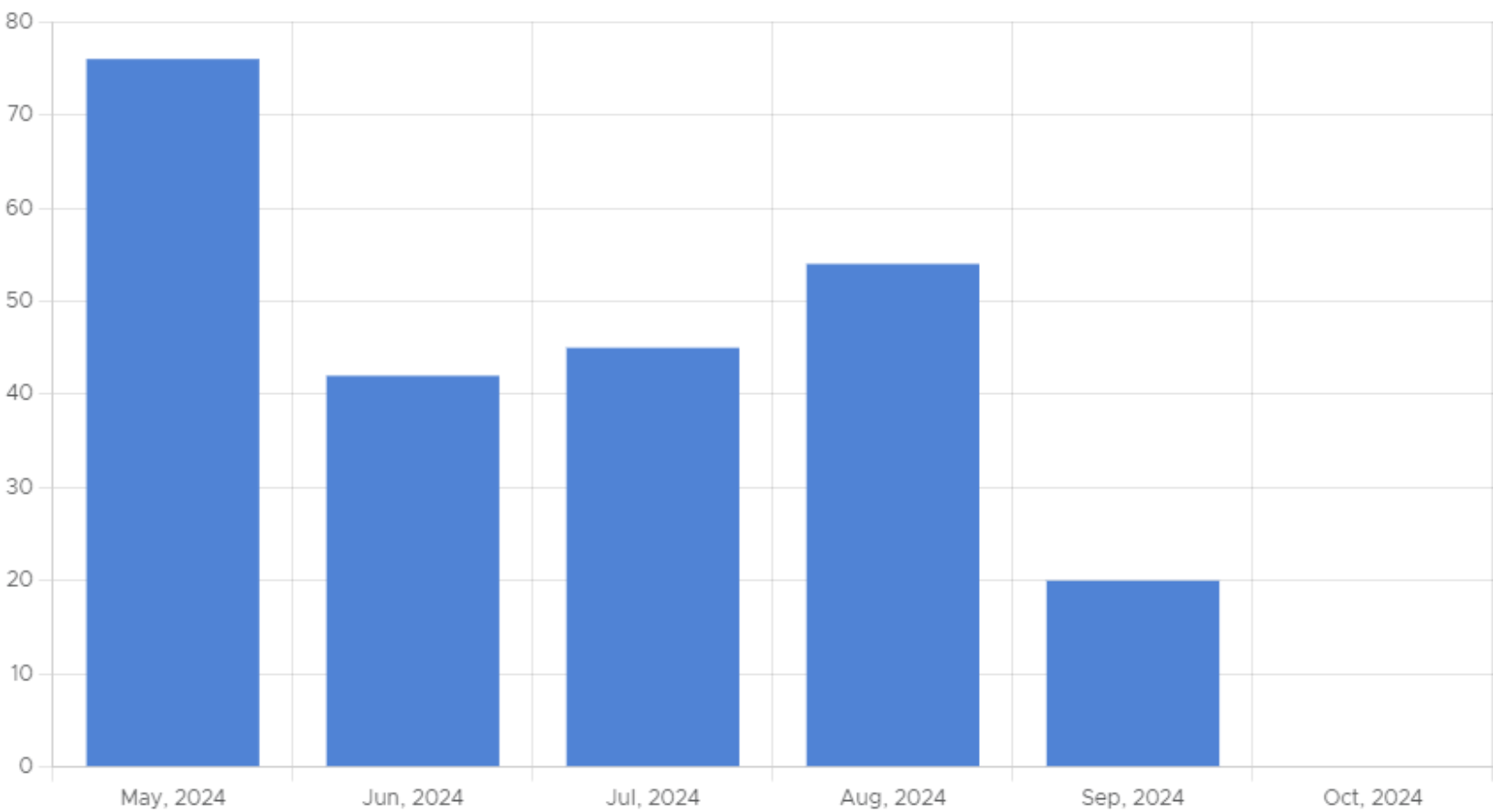
AUGUST 2024

Department Highlights/Accomplishments:

- Old Campbell Courthouse post fire Asbestos abatement and debris removal is completed. Preliminary engineering reports are complete, and final claim assessment has been received and being evaluated.
- Repaired Ice Machine in City Hall breakroom.
- Repaired Elevator at Georgia Military College Administration and Classroom building.
- Install window treatments at General Services building.
- Repaired leak at Police HQ and Municipal Courts Buildings.
- Repaired HVAC at City Hall, Police HQ and Georgia Military College Classroom building.
- Repaired Lighting at Faith Youth Center.
- Installed Furniture at City Hall and City Administration Building.

Department Highlights Cont'd: Building Operations

Building & Maintenance Work Orders by Month



Department Updates:

Project Status:

- Safety Training Center Master Plan is still in progress.
- General Services Breakroom renovations are still in progress.
- Temporary Fire Station water line and septic installation in progress and scheduled to be completed next month.
- Emergency generator for City Administration Building is in progress and scheduled to be completed next month.
- New Mass Notification system is configured, and public enrollment is ongoing.
- Solicitation for RFQ for CMAR for Public Safety Complex is closed and evaluations are in progress, scheduled to be awarded next month.

Upcoming Events/Actions/Meetings:

- Complete Schematic Design of Public Safety Complex.
- Award RFP for CMAR for Public Safety Complex.
- Publish RFPs for special construction services.
- Continue next Phase of Network renovations.
- Continue Public enrollment of new Mass Notifications System.

Safety & Risk Management

- Processed insurance claims
- Continued OSHA 10 Training
- Managed First Aid & AED services
- Continued Public Safety Complex meeting
- Attended Proposed Budget Workshop
- Attended Presentation of Supervisory Leadership Program Certificates
- Attended LGRMS 2024 Safety Coordinator Modules 1-4 Trainings



COURTS

DIRECTOR: LISA BROWNLEE-MACK

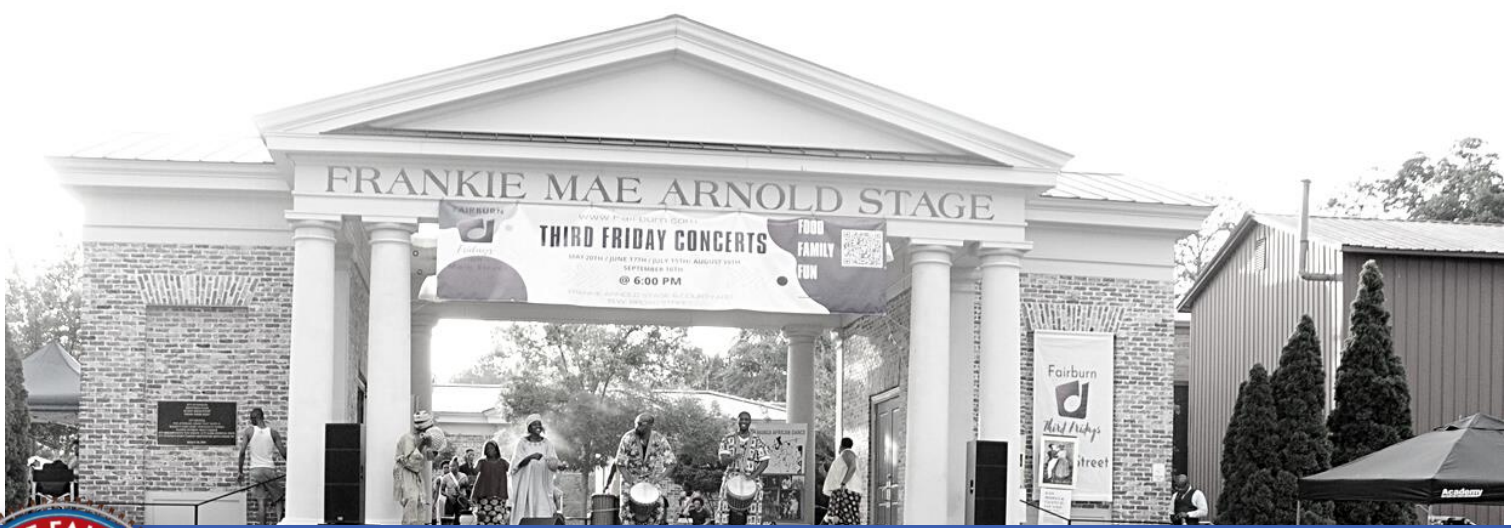
AUGUST 2024

Department Highlights/Accomplishments:

- Completed all scheduled court sessions
- Processed Monthly State Funds Report
- Process Record Restrictions Requests
- Responded to Open Records Requests
- Presented Court's FY24-25 Budget

Upcoming Events/Actions/Meetings:

- Municipal Court Clerk's Training
- Rescheduled GCIC Symposium
- NCSC Training
- Amnesty Month September
- Continue to review, revise Court forms, fines and SOP.



ECONOMIC DEVELOPMENT

DIRECTOR: SYLVIA ABERNATHY

AUGUST 2024

Department Highlights/Accomplishments:

- Completed Final Report for the 2024 Economic Strategic Plan outlining a 5-year blueprint for local economic initiatives building upon qualitative and quantitative data, including needs assessment and market studies in conjunction with consultant teams KB Advisory Group and Urban Pulse.
- Fairburn Third Fridays—Music Under the Stars celebrates diverse music and culture, including performances by Angela Winbush, Keith Washington, Lil' Mo, Julius Williams, and Mike Jones & Friends.
- Ribbon Cutting Ceremony and Grand Opening for Enterprise Truck Rental, celebrating expansion and two years of excellence in customer service.
- Ribbon Cutting Ceremony and Grand Opening for Peach Cobbler Factory.
- Completed budget presentations and projects for FY 2025.
- Awarded a \$22,500 grant from the Fulton County Arts Council for the Third Fridays on Main Street 2024 Concert series.

Department Updates:

- Freight Depot Project: Initiated solicitation for proposals for lease agreement and tenancy. Next steps will include evaluation and recommendation for tenant. September/October
- Weekly meeting with Booth Management Consulting regarding Small Business Development Grant recipients; administrative and budgetary review, eligibility issues, and status updates.
- Biweekly meetings conducted for the LCI Project Management Team, established project advisory group of business and community stakeholders.
- Blueprint 2.0 Fairburn Community Site Review -completion of preliminary site review and engineering report by Pond Consulting Team in conjunction with the Fairburn development team.

Project Status:

- **Hills Robotics**
 - Virtual meeting with CEO and team to discuss implementation of robotics technology locally. Working with county partners to implement program and take delivery of “Hey – Bot” or similar robotics product for pilot program.
- **Citizens Park**
 - DA/DDA awaiting verification of detention pond remediation.
 - Project team to provide update to Development Authority. -TBD

Project Status:

- **Hills Robotics**
 - Virtual meeting with CEO and team to discuss implementation of robotics technology locally. Working with county partners to implement program and take delivery of “Hey – Bot” or similar robotics product for pilot program.
- **Citizens Park**
 - DA/DDA awaiting verification of detention pond remediation.
 - Project team to provide update to Development Authority. -TBD
- **LCI Gateway Tactical Study Meeting**
 - Ongoing meetings with ARC, Sizemore, Fairburn’s development team, and administration to discuss project timeline, core team/Steering Committee, engagement sites, and engagement opportunities.
 - Presented to Mayor and City Council. - August 26
 - Conducted Community Meeting Scheduled on August 20th.
- **Economic Development Strategic Plan Update**
 - **Project Completed.**

Upcoming Events/Actions/Meetings:

- DA/DDA Meeting
 - September 27th at 6:00 pm
- Fairburn Third Friday Concert Series
 - September 20th – Hispanic Cultural Festival





FIRE

CHIEF CORNELIUS ROBINSON

AUGUST 2024

Department Highlights/Accomplishments:

- Heat Stroke & Heat Exhaustion class & fan giveaway with Sensational Seniors
- In house CPR class for Fairburn Fire with Union City attendees
- CPR Class with St. John AME
- Fire Marshall & Fire Inspector attended the Safety Symposium
- Fire Marshall & Fire Inspector attended the Georgia Inspector Association Meeting & Training
- Quint 22
- 3 New Hires
- 11 Plan Reviews
- 3 Fire Investigations
- 23 Inspections
- 373 Emergency Calls

Department Updates:

- Temp Station in progress
- Tiller Truck
- New Employees
- Delivery of Medic 21
- Station 23 in progress



General Services

DIRECTOR: GALE HIGGS

AUGUST 2024

Department Highlights/Accomplishments:

- Multiple Equipment Training Sessions

Department Updates:

- Parking Spaces Refreshed at Armando's
- Trees Removed on Golightly
- Park & Ride Landscape Refreshed
- Several Buckling Sidewalks Repaired in Park Village
- Sod Install on Virlyn B Smith
- Pothole Repairs in Multiple Areas
- Sewer / Gutter / Drain Cleanouts Throughout City
- Sign Replacements in Multiple Areas

Project Status: Pending

- Casablanca and Washington St Property Striping
- Landscaping at the Temp Fire Station
- Bollard Installation at All Fire Stations

Upcoming Events/Actions/Meetings:

- Third Friday Event / Hispanic Event
- Fall Festival
- Fall Cleanup / Shred Event



HUMAN RESOURCES



HUMAN RESOURCES

DIRECTOR: TALISHA CHAMPAGNE

August 2024

Department Updates:

- City's Hiring & Turnover stats for August 2024:
 - New Hires – Seven (7) employees
 - Separations – Four (4) employees
- Upcoming Hiring stats for September 2024:
 - New Hires – Six (6)

Upcoming HR Events/Actions/Meetings

- Human Resources will present the final Employee of the Quarter award for this fiscal year on September 6, 2024 at 10:30am.
- Human Resources, along with the Employee Engagement Team will host the 4th Quarter Employee Birthday Social from 12:30pm to 1:00pm on Friday, September 27, 2024.
- Human Resources will host “**We Are Family**” **Employee Appreciation Day** on Monday, September 30, 2024 at Duncan Park from 10:00am-2:00pm.
- Human Resources will host “**Ignite HR Professionals**” 1st annual retreat on Tuesday, October 1, 2024 in celebration of HR Professionals.



Information Technology

Manager: Charles Johnson - August 2024

Department Highlights:

- **IT Manager**
- Collaborated with TelcoWiz support
- Resolved NinjaOne IT tickets
- Implemented NinjaOne for RMM, IT ticketing, SentinelOne Endpoint protection, and Backups
- Operated Barracuda Email Protection Monitoring
- Performed COF IT equipment orders
- Provided SharePoint and OneDrive support
- Assisted with Ricoh printer support
- Assisted with PayCom time, attendance, and support issues
- Provided Verizon devices and support
- Continued work on Encompass separation duties
- Meeting with Dell for new servers and server software
- Performed Dell IT equipment and device orders
- Fulfilled Verizon device orders
- Continued NinjaOne Backups Implementation

Department Highlights Cont'd: IT Manager

NinjaOne Monthly Ticketing Report

Home > Reporting > Monthly Ticketing

Ticket Volume

Total

Status	Count
New	3
Open	6
Waiting	4
Paused	0
Resolved	2
Closed	82
Reopened	1 (1.03%)
Created	97

Department Highlights:

• Systems Administrator

- Continued Cisco Meraki Network Refresh
- Installing Communication equipment in secure racks
- Performed Server Maintenance
- Performed Baracuda Email protection scanning
- Maintained Meraki Network Dashboard monitoring
- Completed VPN installation on client machines
- Completed Testing Guest WiFi
- Ninja one software implemented (all in one)
- Assisted with Paycom issues,
- Improved IT excel spreadsheet
- Continued work on Dell Server build out for the COF
- Created New IP assignment for paymentus
- Continued Sentinel one onboarding in process (network security)
- Completed Network refresh for City Hall
- Added Chambers AV equipment to the New IP scheme
- Provided Meraki Network monitoring
- Oversaw Ninja Once ticket monitoring
- Provided Sentinel One security monitoring
- Provided (VM) Virtual machine monitoring



PARKS & RECREATION

DIRECTOR: CHAPIN SCOTT

AUGUST 2024

Department Highlights/Accomplishments:

- Final Master Plan Presentation – August 12th
- Back to School Jam at the Market
- 80 bookbags with supplies distributed
- Gently used uniform clothing and shoes distributed
- Fairburn Blood Drive – Thursday, August 1st partnership with American Red Cross
- Host 1st Annual Alan Dotson Pre-Season Football Jamboree – Saturday, August 17th
- Kick Off – Senior Citizens Police Academy – 12 participants
- Jewelry Making Class – 22 participants, August 16th
- Weekly Youth programs: Youth Football, Cheerleading and Fall Baseball
- Weekly Senior programs – Walking Club, Chair Aerobics, Line Dancing, Chair One, Chair Yoga, Bowling League, Bingo, Book Club

Department Updates:

- Back to School Pool Hours – Saturdays & Sundays 1PM – 6PM
- Youth Sports
- Youth Football – Full
- Youth Cheerleading – Full
- Fairburn Youth Council – Grades 8th – 11th
- Programming continuous
- Fairburn Fall Festival & Parade – October 5th
- Fairburn Market Friday's – concluded for the year
- Duncan Park Pool & Splash Pad – 10,334 patrons to date

Project Status:

- Park Master Plan – complete
- Duncan Park Pool & Splash Pad – Pool Pump Replacement (complete)
- Replacement needed for Splash Pad Pump (complete)
- 2025 Master Event Calendar – in process
- New basketball goals at the Youth Center – expected installation date TBD.
- Gymnasium lights repaired.
- Football lights repaired.
- Baseball lights – in process
- Installation of (2) additional cameras at Duncan Park – in process
- Baseball Field 5 – Panel replacement – under repair

Upcoming Events/Actions/Meetings:

- Fairburn Fall Festival & Parade - Saturday, October 5th
- Motown Live & Soul – October 11th
- Community Baby Shower – October 12th
- Trunk or Treat – October 31st





POLICE

CHIEF ANTHONY BAZYDLO

AUGUST 2024

Department Highlights/Accomplishments:

- As of today 9/11, the police department is fully staffed. This does not include the 4 new positions that were approved in the FY 2025 budget; however, we have interested applicants for the new positions.
- Senior Citizen Police Academy will complete 9/12. This was a 4-week course geared specifically for senior citizens.
- National Night Out was held on 8/06 and was successful

Department Updates:

- We have begun planning for Blue Light Christmas at the end of the year

Upcoming Events/Actions/Meetings:

- Organizing a 501c3 for donations to support PD initiatives like Blue Light Christmas, National Night Out

Community Policing Events & Activities:



Fairburn Police Department

Anthony Bazydlo

Chief of Police

191 SW BROAD STREET
Fairburn, Georgia 30213

Phone: 770-964-1441

September 1, 2024

To: Deputy Chief E. Eiswerth
From: Sgt. R. Harrell/Lt. B. Dyer

Re: August Community Policing Events and Activities

During the month of August, the support services division continued to educate members of our community and foster interactive relationships. Here's what we were able to accomplish last month.

August 6, 2024 - National Night Out

During this successful event, the COPS unit coordinated with all the departments within the city to host approximately 700-800 people and give out approximately 300 bookbags full of supplies to those in need.

August 13, 2024 – Status Meeting with “That’s In His Great Name Ministries.”

In coordination with Apostle Jones and Bishop Lackey we met to discuss several programs that the division could host alongside the organization to encourage further relationships with the community.

August 14, 2024- Donated School Supplies to Campbell Elementary.

After receiving additional supplies from vendors after the National Night Out event, we contacted the staff at Campbell Elementary School to ensure that the donations went to the most useful place.

August 19, 2024 - Citizen Assistance

Mr. Terry Wilson lost his home due to a house fire at 59 Bay St Fairburn, Ga 30213 approximately one month ago. After the loss, he slept in his vehicle on the property for several weeks. In a collaborative effort the COPS Unit along with staff from The Evolution Center we were able to transport Mr. Wilson to the Evolution Center and provide Mr. Wilson temporary lodging.



August 22, 2024- Senior Citizen Police Academy (Week 1)



Fairburn Police Department

Anthony Bazydlo

Chief of Police

191 SW BROAD STREET
Fairburn, Georgia 30213

Phone: 770-964-1441

The first classroom instructional period was held for twelve participants in this year's Senior Citizen Police Academy. The lesson plan consisted of the agency's vision to include the history, the present state, and the future of policing. Upon completion of the initial segment, the instructional period transitioned into the introduction of the C.O.P.S. Unit. This period included the history of Community policing and the role of the C.O.P.S. Unit. Additionally, The participants were also provided with tips on Home Safety and Vehicle Safety.



August 29, 2024- Senior Citizen Police Academy (Week 2)

The Second classroom instructional period was held for twelve participants in this year's Senior Citizen Police Academy. The lesson plan consisted of the functions of the Uniform Patrol Division, presented by Lt. E. Desantos. The Second part of the lesson plan consisted of the functions of the Special Operation Unit, presented by Sgt. Valentine. The lesson plan also consisted of drug awareness information and overall Fairburn Crime Trends.



August 30, 2024- Books and Badges (Campbell Elementary)

Sgt. Harrell participated in Mr. Stewart's fourth grade art class. As part of the first installment of Books and Badges. In class Sgt. Harrell helped Mia create a digital photo that explains depth perception.



Fairburn Police Department

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Chief of Police

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Fairburn Police Department

Anthony Bazydlo

Chief of Police



Executive Summary August 2024

- **Uniform Patrol Division**

○ Total Calls Answered:	681
▪ Self-Initiated	2071
○ Misdemeanor Arrests	53
○ Felony Arrests	28
○ Arrest – Released	53
○ Wanted Persons	35
○ Citations	509
○ Parking Violations	56
○ Warnings	1,418
○ Incident Reports	281
○ Accident Reports	94

○ Ex-Cleared	1
○ Cleared by Arrest	4
○ Unfounded	5
○ Inactivated	30

- **Internal Affairs**

○ 0 vacancies	
○ 1 extended military leave	

- **Special Ops**

○ Total Calls Answered:	9
▪ Self-Initiated	167
○ Misdemeanor Arrests	3
○ Felony Arrests	3
○ Arrest – Released	7
○ Citations	46
○ Warnings	103
○ Incident Reports	19
○ Accident Reports	1

- **Traffic Unit**

○ Total Calls Answered:	10
▪ Self-Initiated	36
○ Misdemeanor Arrests	2
○ Felony Arrests	0
○ Arrest – Released	3
○ Citations	32
○ Warnings	16
○ Incident Reports	4
○ Accident Reports	5

- **Criminal Inv. Division – August**

○ Cases Assigned	38
○ Ex-Cleared	0
○ Cleared by Arrest	0
○ Unfounded	2
○ Inactivated	5

- **CID – Cases Prior to July**

○ Carry Over	42
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Police

August 2021

▪ Citations	676
▪ Warnings	1,393
▪ Arrests	28
▪ A/R	88

August 2022

▪ Citations	473
▪ Warnings	622
▪ Arrests	51
▪ A/R	43

August 2023

▪ Citations	382
▪ Warnings	920
▪ Arrests	55
▪ A/R	47

August 2024

▪ Citations	509
▪ Parking Violation	56
▪ Warnings	1,418
▪ Misd. Arrests	53
▪ Felony Arrests	28
▪ A/R	53



Fairburn Police Department

Anthony Bazydio

Chief of Police



August 2024 Crime Report Total Part 1 Crime Incidents

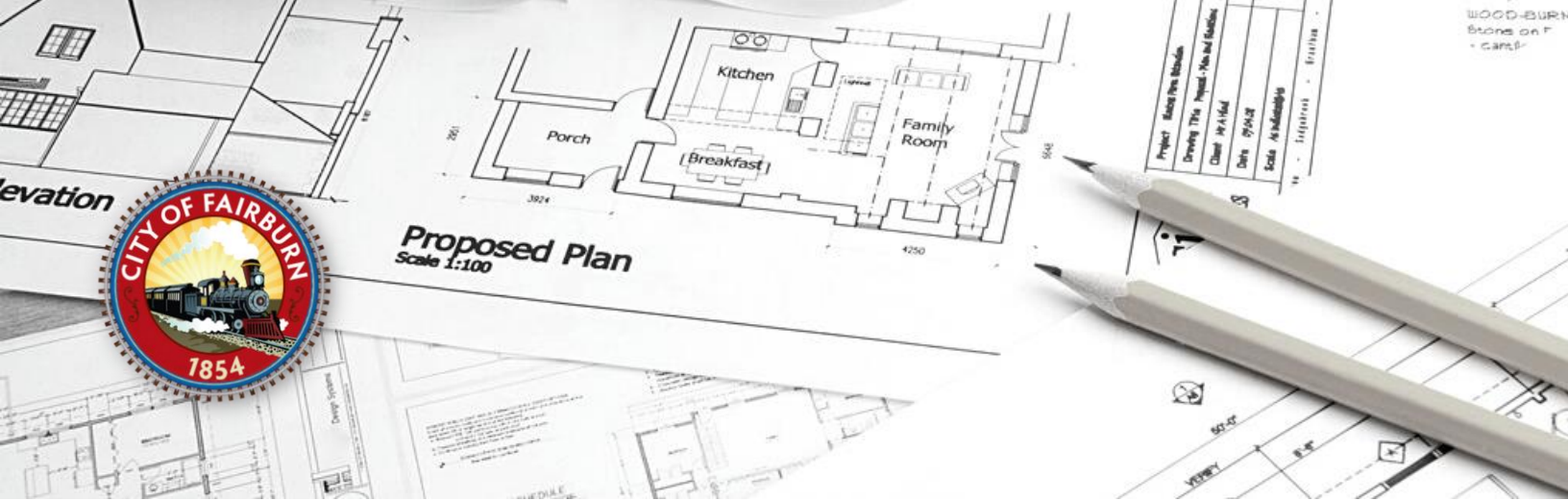
○ 2024 YTD	230
○ 2023	503
○ 2022	351
○ 2021	325
○ 2020	413
○ 2019	590
○ 2018	709
○ 2017	827

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

<u>Month / Year</u>	<u>Increase / Decrease</u>	<u>Total Part 1 Crimes</u>
January 2024	- 52%	21
February 2024	- 61%	14
March 2024	- 4%	40
April 2024	- 8%	31
May 2024	- 19%	33
June 2024	- 41%	37
July 2024	- 49%	26
August	- 37%	28
January 2023	57%	44
February 2023	80%	36
March 2023	55%	42
April 2023	54%	34
May 2023	20%	41
June 2023	85%	63
July 2023	155%	51
August 2023	32%	45
September 2023	20%	30
October 2023	5.7%	37
November 2023	17.6%	40
December 2023	5%	40
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	6.2%	34
December 2022	35%	38
January 2021	- 56.9%	26
February 2021	- 7.4%	25
March 2021	- 19.4%	31
April 2021	- 22.2%	21
May 2021	4%	26
June 2021	- 9.6%	29
July 2021	- 14.2%	32
August 2021	- 35.2%	24
September 2021	- 30.5%	26
October 2021	- 39%	25
November 2021	28%	32
December 2021	- 26.3%	28
January 2020	48%	58
February 2020	- 37%	27
March 2020	- 29%	36
April 2020	- 48%	27
May 2020	- 34%	25
June 2020	- 41%	31
July 2020	- 38%	35
August 2020	- 20%	34
September 2020	- 23%	36
October 2020	-19%	41
November 2020	- 39%	25
December 2020	- 11%	38
January 2019	- 54%	39
February 2019	16%	43
March 2019	- 30%	51
April 2019	- 20%	52
May 2019	7%	70
June 2019	- 5%	53
July 2019	- 16%	57
August 2019	0%	43
September 2019	- 22%	47
October 2019	21%	51
November 2019	- 12%	41
December 2019	- 33%	43

January 2018	36%	86
February 2018	- 27%	37
March 2018	73%	73
April 2018	10%	65
May 2018	- 16%	65
June 2018	- 3%	56
July 2018	15%	68
August 2018	- 32%	43
September 2018	- 15%	61
October 2018	- 61%	42
November 2018	- 50%	47
December 2018	- 13%	65
January 2017		63
February 2017		51
March 2017		42
April 2017		59
May 2017		78
June 2017		58
July 2017		59
August 2017		64
September 2017		72
October 2017		110
November 2017		95
December 2017		75



PLANNING & ZONING

DIRECTOR: DENISE BROOKINS

AUGUST 2024

Department Highlights/Accomplishments

- The City of Fairburn in partnership with Dashboard has finalized the activities and artist for the Hispanic Heritage month Alleyway event, Mr. José Ibarra Rizo completed the photos and conducted interviews with community members.
- The Housing Market Study and Grocery Store Matrix has been completed
- The Code Enforcement Division is preparing for community service event with the faith-based community.

Upcoming Meetings

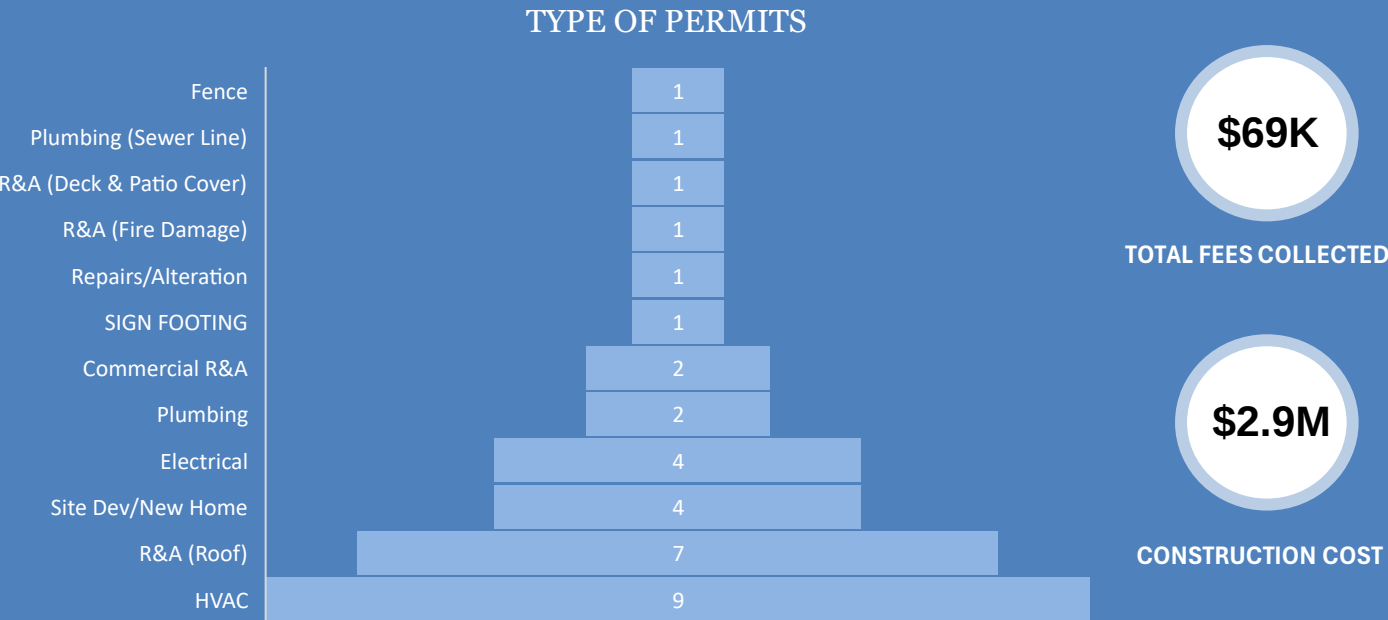
- There is a Planning and Zoning Commission meeting scheduled for September 1 and October 1.

Zoning Project List

Project Name	Proposed Use	Type of Request	Location	Next Step
Milo Fisher (Landmark/Poplar Commons)	Single Family Home Development	Rezoning and Variance	Milo Fisher	Public Hearing – 10/14/2024
Meadow Glenn Village	(Multifamily and Commercial)	Rezoning and Variance	Meadow Glen Parkway and Hwy 74	Public Hearing – 10/14/2024
GFL	Landfill	Text Amendment, Use Permit	Roosevelt Hwy	Applicant request to table the item
Herndon Road Truck	Truck Parking	Rezoning/Use Permit	Herndon Road	Tentative PZ Commission – 10/1/2024
Vida	(Multifamily and Commercial)	Concept Plan and Variance	O Senoia Rd (Near 8455 Senoia Rd)	Tentative PZ Commission – 10/1/2024
Data Center Bohannon	Data Center	Concept/Rezoning	Bohannon Rd	Tentative PZ Commission – 10/1/2024
Data Center T-5	Data Center	Use Permit	Gullatt Rd	Tentative PZ Commission – 10/1/2024
KBD Advisory Group	(Multifamily & Commercial)	Rezoning	Milam Rd	Tentative PZ Commission – 10/1/2024

Planning, Compliance, and Building Fast Facts

BUILDING AND PERMITS



PLANNING AND LAND USE

GENERAL INQUIRIES

90

SIGN PERMITS

3

BUSINESS LICENSES REVIEWED

4

The signage relocations due to the GDOT I-85/Senoia Road Project has come to a head with two applicants submitting variance requests. A text amendment may be needed to address this type of situation to prevent any unnecessary hardships for property owners.

COMPLIANCE AND ENFORCEMENT

TOTAL CLOSED CASES

305

OPEN CASES

35

TOTAL INSPECTIONS

879



POWER

MANAGER: TOM BANKS

AUGUST 2024

Department Highlights/Accomplishments:

- Prepared the budget with the Director/Reviewed applications/Repaired outage on FO862. (July 1st)
- Reviewed interview questions/Meeting with the Director/Budget review/ (July 3rd)
- July 4th holiday
- July 5th holiday
- Finalized budget for Clear Gov submittal/Meeting with D.O.T./Completed re-class forms for Human Resources/City Council meeting/ (July 8th)
- Circuit W-1222 circuit catastrophic cable failure repair/Meeting about Budget with staff/ (July 9th)
- Ferndale temporary installed/ Lineman leadership class/Oil changes performed on fleet vehicles/ (July 10th)
- Tree caused outage on Elder Street/Installed service at Ferndale/Inventoried shop, re-stocked/ (July 11th)
- Received transformers from TLS/Changed out three phase transformers at Landmark stadium/ (July 12th)
- Meeting with the Director/Meeting with staff/ Preparing for concert/Received transformers/(July 15th)
- Justification letter for Lineman to Human Resources/Meeting at 314 NW Broad for generator sizing/Contractor meeting for Circuit W-1222 repair at Oakley (July 15th)

- repair on Oakley/New Apprentice Lineman started today City Council budget presentation/(August 7th)
- Reviewed applications for Lineman and Superintendent/Fleet preventive maintenance/ Installed underground service at Ferndale project/ (August 8th)
- Major mass outage Circuit W-1222, came in and directed team until power restored/Meeting with the Director/Leadership meeting with Utility administration/ (August 9th)
- Council meeting/Repair continued Oakley Industrial/Installed overhead service on Azalea street/Repaired banner at 314 N.W. Broad street/Researched contractors for W-1222 repair (August 12th)
- Meeting with contractor to repair w-1222 circuit emergency/Meeting with 314 N.W. Broad Street generator contractor/Agreement for John Rivers Road Georgia Power poles completed/(August 13th)
- Continued repairs to W-1222 circuit/Meeting with Coweta Fayette about streetlights on Milam Road/Discussed generator delivery with Community Development/(August 14th)
- Repaired sign at college quad/Team continued work on W-1222 pole/System maintenance/ (August 14th)
- Meeting for third Friday event/Confirmed interviews for tomorrow/Ordered materials/(August 15th)
- Meeting with E.C.G. engineering for Park Road project/Completed pole at Highway 74 and Oakley W-1222 repair/ (August 16th)
- Prepared 314 N.W. Broad shutdown/Engineering meeting Duncan Park/System maintenance/Received public information materials/ (August 19th)
- Completed rubber goods testing for the trucks/GEFA zoom meeting/System maintenance/(August 20th)
- Installed underground services at Ferndale/Routine maintenance/(August 21st)
- Working to repair bad underground circuit W-1222 with contractor/(August 22nd)
- Contractor continues Evergreen installation /Contractor continues working on W-1222 underground repair/ (August 23rd)
- Repair completed with W-1222 underground circuit/Replacement of pole at Highway 92 and Oakley complete and awaiting primary wire transfer/(August 26th)
- Meeting with Power department team/ Reviewed and corrected time/Weekly work discussion/Disconnected power at 219 West Broad street/ Meeting with the Director/Reviewed tree trimming for Malon Street and Rivertown Road/ Monthly report updates/(August 27th)
- Trimmed trees on Malone for Circuit FO-872 trimmed on Rivertown Road/prepared SOP changes /Meeting
- with the Director and Human Resources/MEAG zoom with Administration and the Director/ August 28th
- Removed tree from Magnolia riser pole/Routine system maintenance/Interview with Human Resources, the Director and candidate for Electric Superintendents position/(August 29th)
- Team meeting Electric Division/Fleet Maintenance/Final walk through to release Evergreen Subdivision infrastructure/(August 30th)



PUBLIC WORKS

DIRECTOR: LESTER THOMPSON

AUGUST 2024

Department Highlights/Accomplishments:

The Notice to Proceed (NTP) with Construction for IFB # 24-012, Pedestrian Improvements on Various City Roads was issued on August 5th, 2024. The project began with Add Alternate #1, Shaw Drive (from Roosevelt Highway/West Broad Street/SR 14/US 29 to the Global Impact Academy STEM School. The Contractor will have forty (40) days to complete this portion of the project. The Contractor will then move to Add Alternate #3, Washington Street (from Smith Street/Valley View Drive to West Campbellton), in which they will have thirty (30) days to complete.

Received the Local Administered Project (LAP) Certification from the Georgia Department of Transportation (GDOT) to administer federal aid projects under Certification Acceptance (CA) on August 7, 2024. The CA status provides the City of Fairburn with full administration of all project work types from August 7, 2024, to September 11, 2027.

Participated in the FY24-25 Proposed Budget Workshop Presentations on August 8th, 2024.

Received the Supervisory Leadership Development Program Certificate of Professional Development at the August 12th, 2024, City Council Meeting.

Participated in the Fairburn Connectivity LCI Bi-weekly PMT Meeting on August 13th and August 27th, 2024.

The bid opening date for the I-85 @ SR 74/Senoia Road Interchange Project was August 16th, 2024.

Participated in the I-85 at Gullatt Rd IJR Monthly Status Update Meeting on August 19th, 2024.

The City of Fairburn's Local Issuing Authority (LIA) Monthly Reports for the months of June 2024 and July 2024, respectively, were submitted to the Georgia Soil & Water Conservation Commission (GSWCC) and the Fulton County Soil and Water Conservation District on August 19th, 2024.

Change Order #1 with Construction 57, Incorporated on the Pedestrian Improvements on Various City Roads Project for an amount of \$351,559.00 was approved at the August 26th City Council Meeting. This change order added Add Alternate #2, Fairview Drive (from Campbell Elementary School to Shaw Drive) and Add Alternate #4, Grant Street (from west of Milo Fisher Street to Bay Street) to the Contractor's scope of work.

A Resolution Authorizing the City of Fairburn to exercise its authority to convey the recently acquired right-of-way associated with the Oakley Industrial Boulevard Left-Turn Lane Project to the Georgia Department of Transportation was approved at the August 26th City Council Meeting.

The Contract Award for the I-85 @ SR 74/Senoia Road Interchange Project for an amount of \$81,170,185.47 was issued to E.R. Snell Contractor Inc. by the Georgia Department of Transportation (GDOT) on August 30th, 2024.

Department Updates:

Permit Type	Number Issued
Right-of-Way Encroachment Permits	7
Timber Harvesting Permits	0
Clearing & Grading Permits	0
Land Disturbance Permits (LDPs)	1

Project Status:

Community Development Projects Plans Under Review			
Fairburn Texaco Addition	425 Senoia Road	Clearing & Grading Plans	Comments provided 08/22/2024
Tree of Life Christian Academy	7965 Spence Road (across the street from U.S. Foods)	Site Development Plans	Comments provided 08/22/2024 (Water Review only)
Santa Maria Tapas and Seafood Restaurant	Renaissance Parkway and Senoia Road (between Sherwin-Williams and T-Mobile/IHOP)	Site Development Plans	Comments on Revision 1 provided on 07/12/2024.
GMC Fairburn Campus Parking Lot	320 NW Broad Street	Site Development Plans	Comments on Revision 1 provided on 07/18/2024.

Project Status:

Strack Shop	105 Laser Industrial Court	Site Development Plans	Comments provided on 05/13/2024.
Meribel Townhomes 108 Units	John River Road	Site Development Plans	Revision 2 comments provided on 04/15/2024.
Meribel Townhomes	John River Road	Clearing & Grading Plans	Conditional Approval provided on 07/31/2024.
Chick-fil-A	Renaissance Parkway	Site Development Plans	Comments on Revision 2 provided 05/28/2024.
Cury Bend Development 114 Single-Family Detached Residential 126 Townhomes	Johnson Road/Seneca Road	Site Development Plans	Comments on Revision 2 provided 04/12/2024.
Shugart Farm 2A – Collinsworth Connector; Roadway Project	Johnson Road, near 7190 Johnson Road	Site Development Plans	Revision 1 plans approved on 04/16/2024.
Vickers Point Subdivision 50-Single Family Residential Detached Lots 112 Townhouse Units	Vickers Road (at the intersection of Beverly Ingram Parkway/ SR 138)	Site Development Plans	Comments on Revision 3 provided on 08/09/2023.
South Park Building C	Whitewater Place; 7760 Spence Road	Site Development Plans	Revised plans approved 05/11/2023.

Community Development Projects Under Construction		
Project Name	Permit Type	Permit Issuance Date
Strack Office Rebuild, Lot 1, 3 Story Building 105 Laser Industrial Court	Land Disturbance Permit	08/28/2024
Strack Dev. 54" Pipe Ext.	Land Disturbance Permit	04/24/2024
Living Word Church 0 Senoia Road	Land Disturbance Permit	04/12/2024
Buckingham Fairburn Warehouse (Google) 1000 Logistics Center Drive	Land Disturbance Permit	04/02/2024
Fire Station #23 5650 Milam Road	Land Disturbance Permit	01/05/2024
Nestle Purina Petcare, Roadway and Drainage Improvements 5001 Fayetteville Road	Land Disturbance Permit	12/05/2023

Trillium Reserve Subdivision Fayetteville Road (between Edelweiss Drive and Trotters Farm Road)	Land Disturbance Permit	10/31/2023
Bohannon Road Training Center 8563 Bohannon Road; City-Owned Property. Land Lease Agreement dated 12/12/2022.	Land Disturbance Permit	10/19/2023.
Evergreen Subdivision Elder Street (near Vickers Road & Strickland Street)	Land Disturbance Permit	06/13/2023 Comments on the As-Builts provided on 08/20/2024.
Copart, Inc. – Fairburn 6737 Roosevelt Highway	Land Disturbance Permit	06/12/ 2023
Mini Storage Depot at Fairburn 156 Jonesboro Road (near Heath Street & Beverly Engram Parkway)	Land Disturbance Permit	05/31/2023 Plan revision R-4 approved on 02/05/2024.
Oakmont Bohannon 621 Bohannon Road	Land Disturbance Permit	05/24/2023
Renaissance Parkway Phase II ~ Sanitary & Stormwater Construction Renaissance Pkwy (between the proposed Popeye's & the Fairburn Park & Ride Lot)	Land Disturbance Permit	02/22/2023
Ren Park Apartments 7000 Renaissance Parkway	Land Disturbance Permit	11/10/2022 As-Builts (R-2) approved 08/16/2024.
Package Depot Plaza 7895 Senoia Road	Land Disturbance Permit	04/12/2022 Comments on the revised as-builts provided on 04/16/2024.
Fern Dale Subdivision Virlyn B. Smith Road (east of the Georgia Renaissance Festival,	Land Disturbance Permit	03/31/2021 Phase 1 (69 Lots): Home construction initiated 03/04/2024. Phase 2 Preconstruction Meeting conducted 04/23/2024.

across from Victoria Estates) 171 Lots		
Legend Creek Subdivision Off White Mill Road, near Rivertown Road	Land Disturbance Permit	The original LDP was issued on 10/15/2020. The revised Site Development Plans (R-9) were approved 03/16/2023. The permit has expired due to more than six months of inactivity.

Public Works/Capital Improvement Projects Under Design

Project Name	Design Firm	Current Phase	Let Date
Oakley Industrial Boulevard Left-Turn Lane Project	Atlas Technical Consultants	Final Design/ GDOT Permitting	January 8 th , 2025 (anticipated)
Park Road Extension/Duncan Park Secondary Access Road	Southeastern Engineering, Inc.	Preliminary Engineering /ROW Acquisition	January 8 th , 2025 (anticipated)
I-85 @ SR 74/Senoia Road Interchange Project (PI#0007841)	TranSystems Corporation	Right-of-Way Acquisition/ Final Design	Management Let Date: August 16th, 2024
Oakley Industrial Boulevard Roadway Extension	Southeastern Engineering, Inc.	Preliminary Engineering	March 19 th , 2025 (anticipated)

Public Works/Capital Improvement Projects Under Construction

Project Name	Design Firm	Contractor	Notice to Proceed Date (NTP)/Completion Date

Roadway Improvements on Various City Roads	In-House	Magnum Paving	The NTP date was June 12 th , 2024. The project shall be fully complete within One Hundred and Twenty (120) days.
CDBG, Golightly Rain Garden & Greenspace Project	Pond & Company	Complete Site, LLC	The NTP date was June 10 th , 2024. The project shall be fully complete within One Hundred and Twenty (120) days.
Gullatt Road, Cleckler Road, and McLarin Road Full-Depth Reclamation Project	Southeastern Engineering, Inc.	Blount Construction Company, Inc.	The NTP date was July 8 th , 2024. The project shall be fully complete within One Hundred and Eighty (180) days.
Pedestrian Improvements on Various City Roads	Pond & Company	Construction 57, Incorporated	NTP issued August 5th, 2024. The project shall be fully complete within One Hundred and Ninety-five (195) days.



REVENUE ADMINISTRATION

DIRECTOR: ALVIN COLBERT

AUGUST 2024

Department Highlights/Accomplishments:

Meetings and Other Activities:

- Attended interdepartmental budget review meetings.
- Attended multiple meetings with Utilities Department Managers to revise FY2025 budget requests.
- Met with Utility Manager for Water/Sewer to organize proposed water and sewer upgrade projects into phases.
- Attended Department Leadership Meeting
- Attended Department Leadership meeting.
- Attended follow-up meetings with the Utility Department Managers to review FY2024 year end purchasing guidelines.
- Microsoft Teams Meeting Fairburn Utilities Monthly Progress Meeting
- Utilities Department Meeting.
- Interviews for Senior Utility Revenue Clerk
- Continued in-office operations discussions, including review of the importance of the division's collective (and staff individually), to the success of the Utility and more broadly the City of Fairburn and its citizens..
- Participated in multiple consultations with Human Resources to discuss current and future staffing needs for Revenue Administration.

Training:

- Informal, on the job training Customer Service training , specific to Municipal Utility Service, continues.

Revenue Transactions:

- New customer utilities accounts - 155
- There were 6,532 total monetary transactions (Dollar Value - \$2,251,335.11)
 - 2,558 in-office transactions
 - 399 in-office credit card transactions
 - 2,100 in-office check transactions
 - 372 in-office cash transactions
 - \$14,203.00 in credit card fees collected (City savings)
 - 39 % of all monetary transactions were in-person transactions
 - 46 % of all monetary transactions made in the top five transaction days
 - 58 % of all dollars were collected in the top five transaction days

Utilization Breakdown for Self-Service Payment Options:

- | | |
|---|-------|
| - Customer Portal (active online account) | 1,606 |
| - Interactive Voice Response (IVR) | 301 |
| - Customer Scheduled Pay | 519 |
| - Web Payment (no active online account) | 1,235 |

Special Accomplishments and Recognition:

- The Revenue Management staff continues to perform well, although still understaffed.
- In August 2024 (including New Service Applications)
 - Amikhael May posted 1,909 total transactions
 - Erica Allen Posted 798 total transactions
 - Ms. Chante Gilliam-Drew posted 292 transactions, while continuing to perform all required duties as the temporary replacement for the Utility Coordinator.
- Revenue Administration continues to operate with short staff but remains committed to providing the very best service possible to the City of Fairburn and its citizens.



UTILITIES CUSTOMER SERVICE

MANAGER: CHELSEA LOGAN

AUGUST 2024

Department Highlights/Accomplishments:

Meetings:

- Leadership Meeting- August 9th and August 22nd
- Weekly Customer Service Meetings- Mondays @ 8:30am
- Tyler Technologies Introduction – August 13th
- One-on-One meetings with staff- Various dates
- Servline Proposal Finalization- August 20th – Will send all accounts September 15th for active customers. On October 1st, mail will go out advising customers of new service and allow 30 days to opt out of service. If not opted out by November 1st, it will be on their bill. (\$2.88 Residential, \$8 Single Commercial, \$16 Multi Commercial).
- Introductory Meeting with AMWaste- August 22nd
- Introductory Meetings for Collection and Deposit process- multiple dates
- Servline Accounting Finalization- August 26th
- Fulton/Fairburn Sewer Billing- August 26th
- Customer Service Accountability- August 28th

Customer Service/ Billing

- All bills were processed on August 30th and there were no estimated bills.
- Continuance of revamping Billing Process and assuring accuracy.
- Advised of future plans to enforce City of Fairburn Utilities bill policy and to begin having conversations with customers regarding paying current and past due balances in full.

Collections:

- Disconnected all accounts over \$5,000. Received immediate payments and all accounts are now at a \$0 balance.
- Continuing to access accounts on an individual basis and determining next course of action, based on history.

Training/Events:

- Received Training on Basic Customer Service Skills, Follow Up, Tools, Resources and Services offered by City of Fairburn Utilities.
- Received Training on how to update meter information to increase electronic handheld readings and less manual process, which eliminates errors.
- Will receive adequate training for Servline Service that will be offered in November.

Tasks:

- Continuing to work with Water leadership to create a seamless billing process and updating SOPs to align.
- Creating SOPs for all functions within Customer Service and Billing.
- Auditing for accuracy.
- Assigned task for accountability

Upcoming Events/Actions/Meetings:

- Deposit Process, Disconnects and Reconnects
- Schedule Servline Training
- Work with Incode to add Servline Protection



WATER & SEWAGE

MANAGER: JOHN MARTIN

AUGUST 2024

Department Highlights/Accomplishments:

- Department Leadership Meeting-Conference Room #115-City Administration Building (August 8 & 22)
- Microsoft TEAMS Meeting: Fairburn Utilities Monthly Progress Meeting (August 9)
- Development Review Meeting-Conference Room #1-City Administration Building (August 15)
- Microsoft TEAMS Meeting: City of Fairburn & COA-Data for Modeling (August 19)
- In-Person-Fairburn Blue Box Training-102 Howell Avenue (August 20)
- Utility Maintenance Worker I Interviews-Fishbowl (August 8)
- Microsoft TEAMS Meeting: Fulton County/Fairburn Sewer Billing (August 26)
- Microsoft TEAMS Meeting: Pond-Meeting #2 (August 28)
- Microsoft TEAMS Meeting: GRTA SRM for DRI (August 9)
- Leadership Meeting-Fishbowl Conference (August 9)
- National Night Out: On-site Meeting-Fairburn Park & Ride (August 2)
- Utilities Department Meeting-Asst. City Administrator (August 6)
- FY24-25 Proposed Budget Workshop Presentations-City Hall Council Chambers (August 7)
- Senior Utility Revenue Clerk Interviews-Fishbowl (August 12)
- Presentation of Supervisory Leadership Development Program -City Council Chambers (August 12)
- Microsoft TEAMS Meeting: Strack Office Rebuild-Preconstruction Meeting (August 29)

WATER, SEWER, & STORMWATER

- GAWP Membership renewed
- WaterSense Webinar completed

FOG (Fats, Oils, & Grease):

- Identifying all commercial & EXEMPT FOG customers- (On going)
- (7) FOG permits issued (August 2024)
- August 2024 FOG collections amount: \$1,000.00

Department Updates:

- Backflow/Cross Connection Program-Software training (*On going progress*)
- Meter Readers-Phase I (Focusing on estimation & unread list)

Project Status:

- Lift Station Project-(*SCADA system training*) (*Completed*)
- Installation of water meters and ERTs for Automated Metering Instructure (AMI)-*On Going*

Upcoming Events/Actions/Meetings:

- Review meter details for new developments and renovations- (*Completed*)

WATER & SEWER STATS					
MONTH OF AUGUST				TOTAL	
FIX LEAK	4	4		8	
METER MAINTENANCE					
PUMP STATION					
VERIFY INFO	10	48	34	92	
HYDRANT FLUSH	1	3	2	6	
METER INSTALL		1		1	
INSTALL ERT		5	1	6	
SEWER BACK UP		1		1	
CHECK FOR LEAKS	8	20		28	
TURN WATER OFF					
LOCATE METER	1	3	2	6	
CHANGE BOX		2		2	
REPAIR MAIN					
ACTIVATE METER		9	1	10	
VALVE MAINTENANCE					
PUMP OUT WATER BOX					
CHANGE METER	4	6		10	
SEWER JET	1	1		2	
STORM DRAIN	1				
RE READ METER	6	28	2	36	
LOW PRESSURE		1		1	
LANDSCAPE	6	5	1	12	
REPLACE LID	1	6	1	8	
(LEAD & COPPER)		16		16	
WATER SAMPLES					
SINKHOLE					
TOTAL	42	150	44		
CONTRACTOR PROJECTS					
Contractors installed a new 2" meter at village green apartments 50 clay street	Contractor repaired sinkhole at 1015 Winding Brook Way related to storm drain				

AUGUST 2024 METER READING STATS

CHECK FOR LEAKS					
VERIFY INFO					
ELECTRIC METER INSTALL					
DISCONNECTIONS		1			1
TURN WATER OFF		1			1
RE READ METER	298	250	163	140	851
INSTALL ERT					
LOCATE METER					
TURN WATER ON					
REINSTATE		1		1	2
TOTAL	298	253	163	141	855