



City of Fairburn City Council Agenda

February 23, 2026
7:00 PM

The Honorable Mayor Hattie Portis-Jones

The Honorable Anatavia M. Benson
The Honorable Fannie Mae Houser
The Honorable Samuel Perry

The Honorable Linda J. Davis
The Honorable Shanita Nichols
The Honorable Ulysses J. Smallwood

Mr. Tony Phillips
Mr. Rory Starkey
Ms. Deannia Ray

City Administrator
City Attorney
City Clerk

- I. Meeting Called to Order: Hattie Portis-Jones, Mayor
- II. Roll Call: City Clerk
- III. Invocation: Pastor Evan Hill, First Baptist Church Fairburn
- IV. Pledge of Allegiance:
- V. Presentations and Proclamations:
 1. **Proclamation Honoring The Creekside High School Seminoles**
- 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:
 2. **Approval of the Minutes: Council Meeting Minutes of February 9, 2026**
- IX. Public Hearing:
 3. **Use Permit — Truck Terminal (7472 Graham Road)**

Recommendation: Request Mayor and Council approval of the Use Permit request subject to the stated conditions in the staff report. **(Planning & Zoning)**

X. Consent Agenda:

XI. Regular Agenda:

4. Award ITB #25-026 for On-Call Tree Removal Services

Recommendation: Request Mayor and Council approval to award ITB #25-026, On-Call Tree Removal Services for the City of Fairburn to M. Mitchell Group, Executive Realty Solutions, Inc, and One Two Tree, LLC, and to authorize the Mayor to execute the agreements in substantially the form attached to the agenda, with such changes as are recommended by the City Attorney. **(General Services)**

5. Benefits Renewal 2026

Recommendation: Request Mayor and Council approval to proceed with the recommended renewal offerings and implementation of the 2026 employee benefits plan. **(Human Resources)**

6. Award ITB #25-023 for Benefits Broker & Consultant Services

Recommendation: Request Mayor and Council approval to award ITB #25-023 for Benefits Broker & Consultant Services to NFP, an Aon Company, and to authorize the Mayor to execute the Professional Services Agreement. **(Human Resources)**

7. Appointments to the Ethics Board

Recommendation: For the Mayor and Council to appoint members to the Ethics Board.

Section 2.35 (i) 1a. The composition of the Ethics Board is seven residents who shall have been a resident of the city for at least one year immediately preceding the date of his/her appointment and shall remain a resident of the city. No person shall serve on the board if he or she has had, within the preceding one-year period, any interest in any contract, transaction, or official action of the city. **(City Clerk)**

XII. Reports:

8. Finance Director Monthly Report

9. City Administrator's Monthly Report

XIII. Council Comments:

XIV. Adjournment:

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



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Proclamation Honoring The Creekside High School Seminoles

ITEM TYPE: Presentation

SUBMITTED: 02/18/2026 **WORK SESSION:** MM/DD/YYYY **COUNCIL MEETING:** MM/DD/YYYY

DEPARTMENT: Mayor

BUDGET IMPACT:

PUBLIC HEARING: No

PURPOSE:

HISTORY:

FACTS AND ISSUES:

FUNDING SOURCE:

RECOMMENDED ACTION:

ATTACHMENTS:

None



City Council Meeting Minutes February 9, 2026 7:00 PM

- I. The meeting was called to order by Mayor Hattie Portis-Jones.

Also present was City Administrator Tony Phillips, Assistant City Administrator Jamila Criss, City Attorney Rory Starkey, Deputy City Attorney Serena Nowell, and City Clerk Deannia Ray.

- II. Roll Call by City Clerk, Deannia Ray found the following members present:

The Honorable Anatavia M. Benson
The Honorable Fannie Mae Houser
The Honorable Samuel Perry

The Honorable Linda J. Davis
The Honorable Shanita Nichols
The Honorable Ulysses J. Smallwood

- III. The invocation was provided by City Administrator Tony Phillips.

- IV. Pledge of Allegiance was in Unison.

- V. Presentations and Proclamations:

Mayor Portis-Jones presented a Proclamation on behalf of the City of Fairburn to Minister Danita Jones and her younger sister Sandra who lost their mother, Essie Lee Harden High. Mayor Portis-Jones had the honor and pleasure of knowing her for years, they commuted from Barnesville until she moved to Fairburn. Her unwavering dedication to her family, faith, and community has left an indelible mark on the hearts of all who knew and loved her.

- VI. Adoption of the City Council Agenda

Council Member Benson made a motion to approve the agenda. Council Member Davis provided the second. **The motion carried unanimously.**

- VII. Public Comments:

State Representative Lydia Glaize thanked the new council members for their willingness to take the time to serve and for their willingness to ensure that the city continues to thrive. She said the State House is in session, they are done with the amended budget and there are a lot of bills coming forth. She said she is here for Fairburn and other cities in District 67.

Jodi Gray, Executive Director for South Fulton Community Improvement District, said the CID is proud of the long-term partnership with the city. On behalf of the Board of Directors of the CID, she is here to express their concerns regarding the proposed formation of a new special services district and its special tax for citizens and businesses of Fairburn. The proposed special services district duplicates some of the same services already provided by the South Fulton CID. While imposing an additional tax burden on the same set of property owners who have already opted into a voluntary tax for the purpose of community improvement. The CID model was intentionally designed to ensure accountability through property owner consent, efficiency, and close coordination with local governments, including the City of Fairburn. South Fulton CID has served as the primary vehicle for delivering enhanced services and advancing strategic transportation and economic development initiatives that benefit both the city and the broader South Fulton region. The CID has spent millions of dollars within the city limits of Fairburn and has partnered directly with the city in planning, seeking grants for, and implementing projects together. She is currently working on an application for GDOT's infrastructure grant for \$2 million and a \$5 million loan for the extension of Oakley Industrial Blvd to Gullat Road.

Ernie Brooks talked about the World Cup and wanted to see how we could capture the overflow once the hotels are filled. He said former Mayor Avery suggested AirBnb, renting your house. A lot of people have campers, or RV's and asked if we could waiver the rules guiding that. Code enforcement could look at the RV's to make sure they comply. He suggested a command center on Cedar Grove and use Marta for transportation.

Elijah Thompson said he is a small business owner and has been here since 2011. He voiced his concerns of being double taxed with the formation of the new special services district. He said the tax burden would affect his business and his customers and asked for consideration of being double taxed.

Lee Walton thanked mayor and council for their vision and enthusiasm. He said the LCI plan was great. The City of South Fulton is completing their comprehensive plan and hopes the city will be on the lookout and ready to provide review comments on the adjacent properties to Fairburn. He is in support of the courthouse and understands there could be work done on that soon and he encouraged council to support that.

Jonathan Strack spoke on the special services district and said he grew up in Fairburn, and his business has been here since 1979. They gave land for the Howell Avenue extension, and they just built a three-story building off Hwy 74, and he believes in investing back in the community. They already pay taxes to the South Fulton CID and was surprised to find out they will create another district that will levy another tax. He works with a lot of businesses, he is a contractor and everything in the world has gone up 30%. He is not sure what kind of due diligence has gone into comparing millage rates, but they will eventually get passed on to renters and tenants and he encouraged council to look into that.

VIII. Approval of the Minutes:

1. Approval of the minutes: Council Meeting Minutes of January 12, 2026.

Mayor Pro Tem Smallwood made a motion to approve January 12, 2026, minutes as written. Council Member Perry provided the second. **The motion carried unanimously.**

IX. Consent Agenda:

Council Member Davis made a motion to bring the item to the floor. Council Member Houser provided the second.

Council Member Davis made a motion to pull item numbers 2 and 3 off the consent agenda and put them on the regular agenda. Council Member Benson provided the second. **The motion carried unanimously.**

Council Member Houser made a motion to approve the remaining items on the consent agenda. Council Member Davis provided the second. **The motion carried unanimously.**

4. Memorandum of Understanding – GRPA Summer Camp Grant Award

Recommendation: Request Mayor and Council approval of the Georgia Recreation and Park Association BOOST 2.0 Program 2025 reimbursable grant award in the amount of \$12,500.00 and execution of the Memorandum of Understanding & Assurances for Contractors Receiving State Funding in partnership with GSAN.

5. Memorandum of Agreement for the Development of the South Fulton Comprehensive Transportation Plan

Recommendation: Request Mayor and Council approval of the Memorandum of Agreement for the Development of the South Fulton Comprehensive Transportation Plan and the local match of \$18,536.00.

6. RFP 25-019 Energy Efficiency and Conservation Block Grant (EECBG) – Georgia Environmental Finance Authority (GEFA) – Commercial Energy Auditing Service for Efficiency

Recommendation: Request Mayor and Council approval to award the contract for RFP # 25-019 for the Energy Efficiency and Conservation Block Grant (EECBG) – Georgia Environmental Finance Authority (GEFA) Commercial Energy Auditing Services to Smith Seckman Reid, Inc. (SSR) in an amount not to exceed \$23,842.00.

X. Regular Agenda:

2. ITB 25-021 Fairburn Youth Center – Basketball Court Installation

Mayor Pro Tem Smallwood made a motion to bring the item to the floor. Council Member Perry provided the second.

Parks and Recreation Director Chapin Scott presented this item and said this is for the Fairburn Youth Center basketball court installation, ITB 25-021. This is a rehab of our current basketball court, we will completely remove the court we have and put down a new court. Our court is extremely old, some places are deteriorating and this was presented in the FY26 budget and went out for a formal bid. They had thirteen vendors to bid, and they selected the lowest bidder, Southeastern Surfaces and Equipment for \$40,995.00.

Council Member Davis asked why the cost sheet has labor listed at \$0. Ms. Scott said they put their cost all into one formal price. The \$40,995.00 includes removal of the court, labor, and installation of the new court.

Council Member Davis asked what the additional cost of \$1000.00 was for. Ms. Scott said during the ITB process, they extended the court a little to make sure it was ADA accessible and that is included in the \$40,995.00 cost.

Council Member Nichols asked when they would start and finish the project and if there are plans on how we could utilize the court for the community. Ms. Scott said our basketball season is slated to end at the end of February and this is the largest space they have to house any type of events and programming. We are working around our senior programming and our youth program that will be outdoors during that time. We are hoping for March but once the agreement is executed, she will have more information to share. Our goal is to have it completed prior to summer camp, giving them a two-to-three-month window to get it installed.

Council Member Nichols asked if she had a visual of what it would look like. Ms. Scott said she will send it to City Administration and said our facility does not allow ages over twelve, this will help with our youth basketball and senior programming request for an indoor pickle ball court. Our current court was assessed to see if we could do pickle ball on the current court, but with the surfacing we cannot. The new surface that we have is a multi-use surface and we will be able to utilize it for pickle ball.

Council Member Benson made a motion to award ITB 25-021 to Southeastern Surfaces & Equipment in the amount of \$40,995.00 for the installation of a basketball court at the Fairburn Youth Center. Council Member Davis provided the second. **The motion carried unanimously.**

3. Spring 2026 Kids with Goals Facility Usage Agreement

Council Member Davis made a motion to bring the item to the floor. Council Member Perry provided the second.

Council Member Davis asked about Kids with Goals agreeing to pay the City of Fairburn \$15 per participant and the usage fees for staffing at \$25 per hour for games and a security fee. Ms. Scott said the \$15 is a general participation fee, Kids with Goals have been with us for three years and they practice every Tuesday and Thursday for two hours at our youth field. When we host games, we do not charge for the rental of the facility, but we do have to have a staff member there. The staffing fee is \$25 per hour per staff member and because it is a youth sporting event, our Police Department requires an officer to be there.

Council Member Perry asked if this was the first year we will have games and how do you see Duncan Park growing with the World Cup coming. Ms. Scott said yes, this is an ongoing partnership with Nancy Sanchez. Right now, they have two to three games per month on Saturdays.

Council Member Nichols asked if the new basketball court could be repurposed for soccer, during bad weather. Ms. Scott said Ms. Sanchez has about 120 students in the soccer program and there is no way they can accommodate that for outdoor sports, they do not have the space or parking.

Nancy Sanchez spoke and said she is the founder of Kids with Goals, this is a soccer program that started in Fairburn. Our program has about 125 kids that are registered from ages five to seventeen. Our girl's high school soccer team which is primarily a minority of Hispanic and black has been undefeated for the last four seasons and were recognized by Atlanta United. Our boy's high school soccer team which is also predominantly Latino and black has won the Georgia Soccer State Cup, they are going nationally, and all of these kids are Fairburn residents.

Mayor Portis-Jones said she is happy about the collaboration we have and we have been talking about soccer in the community for some time. We do not have a lot of spaces and trying to coordinate the use of the fields between little league football and soccer has been challenging. The city is working together to create a series of events in honor of the World Cup, there will be more information to come.

Council Member Perry made a motion to approve the Facility Usage Agreement between the City of Fairburn and Kids with Goals to provide soccer programming. Council Member Davis provided the second. **The motion carried unanimously.**

7. Resolution Pledging to Practice and Promote Civility in the City of Fairburn

Mayor Portis-Jones said the mayor's office is bringing forth this Resolution asking for the City of Fairburn to commit to and pledge to be a City of Civility. This program has been

established by the Georgia Municipal Association. We have had some challenging times, some things went on that surprised many of us and a lot of residents said they did not like it. They did not like the behavior, and they did not like what was going on. They ask and expect that we remain professional at all times. We will disagree as we should and we all have been elected to bring forth our ideas, but at the end of the day our residents expect us to come to an amicable resolution. We live in a democracy where the majority rules and this is a commitment to say we will do so.

City Administrator Tony Phillips said this resolution is simple in form, very important in practice to promote civility in the City of Fairburn. This item aligns with the Georgia Municipal Association's Embrace Civility Initiative and comes at a time when civility in public discourse has become increasingly less common at all levels of government and public life. While debate and disagreement are essential to democracy, the way those disagreements are expressed too often has shifted away from respect and professionalism. Notably, a recent national survey found similar responses to what we hear from our citizens in Fairburn. 93% of Americans believe civility is a problem and 68% identify it as a major problem. While public discourse may be growing louder, Fairburn citizens still prefer civil, respectful, and professional engagement. This resolution does not discourage robust debate. In fact, it explicitly affirms free expression, diverse viewpoints, and open discussion. What it does call for is disagreement without disrespect, focusing on issues rather than individuals, and engaging in a way that strengthens rather than erodes public trust. As elected and appointed officials, our meetings are public. Our words are visible, and our conduct sets the tone not only for city staff, but for the community we are all committed to serve. This resolution reinforces the expectations for how we treat one another, how we engage staff, and how we interact with residents, whether in person, online, or in written communication. At its core, this is a pledge of leadership. It reflects a shared commitment to civility, mutual respect, thoughtful listening, and constructive dialogue even when perspectives differ. While this resolution carries no budget impact, it has meaningful value. Affirming the standards of conduct that help cities like Fairburn function effectively and maintain public confidence. The recommended action before council tonight is approval of the resolution pledging to practice and promote civility in the City of Fairburn.

Mayor Portis-Jones asked if you adopt this resolution, each of you along with myself will sign the resolution committing to that pledge.

Council Member Davis made a motion to approve a Resolution pledging to practice and promote civility in the City of Fairburn. Council Member Nichols provided the second.

Council Member Benson recommended if the resolution is accepted, we make sure it is put front and center for our residents to see so they can refer to it as well. If it is placed on the website, if it is placed somewhere within city hall so that residents coming in know we are pledging this and hold us accountable.

Mayor Portis-Jones agreed and said they went on a site visit at another city and said it reminds them of the pledge at every meeting. Our Communications Director is here, and she will put this out for the public to see. I want all of you to know what it is that we are pledging to do and if we fail to do so, I also ask you to hold us accountable.

Council Member Davis thanked the mayor for bringing this item to the floor, and said we appreciate this.

After discussion, **the motion carried unanimously.**

8. Contract Award to Piedmont Paving for the Duncan Park Road Project

Public Works Director Lester Thompson said the Duncan Park Road Project is a TSPLOST project and is a new location roadway project that extends from Park Road to Virlyn B. Smith Road. Currently, there is only one way in Duncan Park and one way out of Duncan Park, which creates all sorts of safety concerns. This project will address those concerns and allow new parcels to be developed for future use. It is envisioned that this new roadway will be the location of a new community center. This project will also extend water and sewer services to the newly created City of Fairburn parcels to accommodate this desired project. The Invitation to Bid for the Duncan Road project was advertised on November 12, 2025. The bid opening date was December 19, 2025. We received eighteen bids that were read aloud and it was determined that Piedmont Paving was the lowest responsive and responsible bidder, with a bid price of \$4,566,732.55. The first \$2.8 million will be funded by the Capital Projects, Public Works Administration account. The remaining expenditures of \$1,766,732.55 will come out of TSPLOST funds.

Council Member Davis made a motion to approve the contract award for the Duncan Park Road Project to Piedmont Paving, Inc. for a bid price of \$4,566,732.55. Mayor Pro Tem Smallwood provided the second.

Council Member Perry asked if the infrastructure they are laying down would support the rec center. Mr. Thompson said they are installing water and sewer on both sides and the newly developed city parcels will be created by the roadway that will be road frontage. Council Member Perry asked if they would prep for future enhancements to Duncan Park. Mr. Thompson said yes.

Mayor Portis-Jones is excited about this project is coming to fruition, she talked about this when she ran in 2013. We were limited in some of the things we wanted to do in Duncan Park because we only had one way in and one way out. For safety reasons, we could not do that. She thanked the citizens of Fairburn for helping us to see the vision and equally important to the previous leadership that helped establish the funding strategies that we have put in place.

After discussion, **the motion carried unanimously.**

9. American Towers License Agreement

Utilities Director Derek Hampton said this item is a lease agreement between the City of Fairburn and American Towers. They own the tower that is located on city property at Howell Avenue. Fairburn has been gradually making the transition from a manual utility reading system into an automated system. It has been going on for the last three to four years, where we have been replacing the meters and installing the hardware to start talking to those meters. The lease project will allow us to mount equipment on their tower so we can start remotely communicating with the meters. This will be one of three collectors they will install on the tower, two more will go up on this side of town. The first one will read 60% of our system from one location because of the elevation being high on the tower. The other ones will be located on normal utility height poles. The cost of the lease is \$750 a month with an annual escalation of 4%. Right now, 42% of our entire system of meters has been changed, the majority of them have been water. We will come back before you with an order for enough electric meters for the changeover.

Council Member Perry made a motion to execute the license agreement between American Towers LLC and the City of Fairburn for usage of the tower facility located at 106 Howell Avenue, Fairburn, Georgia. Mayor Pro Tem Smallwood provided the second.

Council Member Nichols asked if three collectors would be sustainable for everyone in Fairburn. Mr. Hampton said yes, we are locked in and cannot expand outward, the three will read our whole system. Council Member Nichols asked if we were leasing the collectors at \$750 a month and for how long. Mr. Hampton said no, this is to lease space on the tower to mount our equipment at \$750 per month for a year and then they built in a 4% annual escalation.

Council Member Benson said you mentioned the point of being landlocked, but we are still aiming to bring more housing into the city, but will this allow for more residents, therefore more usage. Mr. Hampton said yes, there is no limit on how many meters can sync within the system.

After discussion, **the motion carried unanimously.**

10. Software as a Service Agreement for AMI Equipment

Utilities Director Derek Hampton presented this item and said we talked about the tower and mounting the equipment, this is the second part. This agreement is the equipment that goes on the tower, it covers the collector installation, integration of our billing system, annual support, cloud storage, and provides training for our employees. The total cost is \$177,500.00. It will not be this much each time we buy a collector, which runs around \$100,000.00. This is important for us, as it allows us to manage water cut off requests in real time, we are allowed to get the read off the meter remotely and finalize and complete the request. It also monitors for water leaks, if you have a meter that has constant flow on it, that is a sign of a leak, and it can generate a

report for that. If we have meters that stop communicating, it will alert us. We have an option to enable prepaid power, pay as you go. The best part is there will be an accuracy improvement.

Council Member Benson made a motion to approve the Software as a Service Agreement between the City of Fairburn and Sensus USA, Inc. Council Member Perry provided the second.

Council Member Davis asked what we used to detect the leak before. Mr. Hampton said we go out and look for wet spots in the ground, this would be a pipe leak. We instruct people over the phone on how to look for toilet leaks. Council Member Davis asked how they determined a leak at a home, does the city determine that or does the owners determine that. Mr. Hampton said if it is visible and we identify it, we will show the homeowner the wet spot in their yard and we tell them to shut off the main valve in their house and if the meter is running outside, they have a leak in their house. Once it gets inside the home, it is outside our scope. We will not be able to find a leak until the end of the month, when they have a huge increase in the bill. This software will catch it in a matter of hours.

City Administrator Tony Phillip said it is especially important that there is a clear delineation between the areas that the city is responsible for maintaining versus homeowners. If it is inside a private home, it is the responsibility of the homeowner. However, once the new system is implemented, it will indicate that there is a leak so we can alert the homeowner. We will check on the city's side of the meter to see if there is a leak, and by process of elimination we can let them know earlier, opposed to waiting for the bill to come out. Council Member Davis said she wanted the citizens to understand the cost before and how this will make it a whole lot better. Mr. Phillips said this type of technology will give us better outcomes to accuracy and consistency.

Council Member Nichols said she loves utilities and likes the idea of being more accurate when we get the new system and we see things are working, how realistically will we be able to notify customers they have a leak. She asked if there is a communication plan in place, will someone contact that homeowner and will our citizens have access to see their daily usages. Utilities has been a big issue in Fairburn, so, the more we can communicate the new updates and these resources it will be beneficial. Mr. Hampton said once everything is implemented on the system and it is integrated, he will work with city administration on affordability to get more applications to enable that type of analytics. Mr. Phillips said what they are seeking to do is an enhanced level of customer service. A lot of those issues that are on the homeowner side are not in the system that the city controls. This system has the capability to provide the service that will notify you of something on your side of the meter. We have roughly 8,000 customers in the city and a portion of the city's responsibility is checking for leaks on our side and making sure our system is working well. Council Member Nichols said she understands technology is supposed to make everything accurate and efficient but does not want to lose touch of the human part of it. Mr. Hampton said we will still get the phone calls, we would still have staff here.

That is not going to change. Council Member Nichols asked if this was the best technology out there. Mr. Hampton said I think so, a lot of cities use it. Mr. Phillips said there are approximately 49 cities in the state that provide utilities, this is the most commonly used system.

Mayor Pro Tem Smallwood asked when we see a leak on our end, are we calling people. Mr. Hampton said yes, we get reports from our system and our customer service team reaches out manually, either by email or a phone call to explain what is going on.

Mr. Phillips said our Operations Manager Chelsea Logan runs a report at the end of the month. This is intended to identify billing anomalies, and they proactively reach out to residents. Our customer service is extremely busy, and we think this system will help us to do it quicker.

Council Member Perry said 42% of the city is on the new system and asked for a timeline for the rest of the city. Mr. Hampton said we have gotten it approved in this year's current budget to order 2,500 electric meters, we did not have enough to completely finish the water system in this budget, but they are farther along than power because they hired a contractor to install and they are already at 56% on the water side. We should be able to get the water finished next year. Council Member Perry said about a year, we have the collectors that should be phased in over the next year as well. Together, with the new software, we are looking to enhance the efficiencies and accuracies to our Fairburn residents. Mr. Hampton said the residents that are updated with the new meter now will instantly be on the system. Council Member Perry said he understands new technology, it does take time to implement, put in place, and training. He is looking for a realistic timeframe. Assistant City Administrator Jamila Criss said the vendor we use for the meters is used by a lot of municipalities that provide utilities in the state and some of our meters have been on delay because they have gotten orders from larger counties with over 6,000 meters. We are trying to get them as fast as they can come in. We will continue to collaborate with the vendor to get those meters in as soon as possible.

Council Member Nichols recommended using technology when we alert residents when they have a leak. Some type of an alert system through an app and she understands not everyone is technology friendly, but it could save staff time to automate calls or send out alerts.

Mayor Portis-Jones said we are on a schedule to bring technology before this body. Technology is not cheap, and we can only do so much at a time. We will be bringing before you a series of these as we upgrade our technology.

After discussion, **the motion carried unanimously.**

XI. Reports:

11. Finance Director Monthly Report

Finance Director Kenneth Abidde presented the General Fund October 2025 month to date revenues. The revenues exceeded expenditures by \$1 million. Year to Date the General Fund revenues received \$2.8 million, and disbursed expenditures for \$1.8 million. As of October 2025, the city collected 7.7% of budgeted revenues and expensed 5% of budgeted expenditures.

The Enterprise Fund for October 2025 exceeded expenditures by \$1.8 million. Year to date, the Enterprise Funds revenues received a total of \$2.57 million, and expenditures disbursed is \$758 thousand. As of October 2025, the city collected 9.3% of budgeted revenues and has disbursed 2.7% of budgeted expenditures.

The General Fund for November 2025 exceeded expenditures by \$186 thousand. Year to date the General Fund revenues received \$4.8 million, and expenditures disbursed \$3.6 million. As of November 2025, the city collected 13% of budgeted revenues and has expensed 10% of budgeted expenditures.

Council Member Perry asked about the graph displaying sanitation expenses during 2025 -2026. Mr. Abidde said the value is minimal. Mayor Portis-Jones said as a reminder that our fiscal year is October 1, we are only five months in, and a lot of expenses are yet to come in.

The Enterprise Fund for November 2025 exceeded expenditures by \$1 million. Year to Date the Enterprise Funds revenues received total \$5.75 million and expenditures disbursed \$2.9 million. As of November 2025, the city collected 20.8% of budgeted revenues and has disbursed 10.5% of budgeted expenditures.

The General Fund for December 2025 exceeded expenditures by \$2.7 million. Year to date the General Fund revenues received \$10.6 million and expenditures disbursed \$6.7 million. As of December 2025, the city collected 29% of budgeted revenues and has expensed 18% of budgeted expenditures.

The Enterprise Fund for December 2025 exceeded expenditures by \$1.9 million. Year to date the Enterprise Funds revenues received a total of \$8.15 million, and expenditures disbursed \$4.4 million. As of December 2025, the city collected 29.5% of budgeted revenues and has disbursed 16% of budgeted expenditures.

Council Member Nichols asked a question regarding electric on the two-year comparison and wanted to know where the almost \$2 million surplus came from and about the expenditures being low. Mr. Abidde said purchases increase toward the end of the fiscal year, this is just the beginning of the fiscal year. Tracking revenue over

expenses is where I put a lot of focus because I want to make sure, we are spending less than we are bringing in. The trends will fluctuate throughout the year, based on several factors.

Mayor Portis-Jones said the cost of electricity has gone up and it reflects that. Mr. Phillips said cost for electricity is not consistent throughout the year, it is also seasonal. When we have a hard cold snap and there is more demand on the system, the sources that provide us with electricity, their prices fluctuate. All those variables play into that month over month, and we are able to track it.

Council Member Nichols said it would be more helpful for her to see the trends and asked if they could prepare a yearly graph of the trends. Mr. Phillips said understood.

12. City Administrator's Monthly Report

City Administrator Tony Phillips said it is not typical to get three financial reports in one meeting. The meetings with the holidays get a little difficult. I am here to present the City Administrator's monthly report covering those same three months.

The full report is always provided in advance both for you and our residents posted in our public agenda. Overall, the final months of last year demonstrated steady operations. Strong service delivery and meaningful progress across multiple departments. We focus heavily on collaboration, execution, and shared commitment to public service and that is reflected in this report. A couple of operational highlights, from an infrastructure standpoint, we completed a huge important project on Rivertown Road with burying our overhead power lines underground.

Public Works secured a \$400,000 Federal Safe Streets and Roads grant, which will reinforce our long-term commitment to transportation safety and mobility planning. Economic Development and Growth, and Planning & Zoning remain strong. We currently have \$72 million in development projects under review. 91 building permits were issued over those three months and more than \$878,000 in fees was collected. These are clear indicators that private sector investment and responsible growth management is still moving in a positive direction.

Economic Development continued site selection tours and downtown activation discussions to support the revitalization efforts we discussed previously. Public Safety is always a priority to us in Fairburn.

The Fire Department responded to 328 calls for service while maintaining robust prevention and outreach efforts.

The Police Department continued its community policing focus and closed the year with a 4% reduction in part one crime trends, breaking the record set in 2024, and in doing so, setting a new record for the lowest level of part one crimes in the city's

recorded history. The men and women who serve our citizens and the police department have made that happen.

We saw a strong Community Engagement through Parks & Recreation. Youth sports, senior activities and signature events like the Tree Lighting and fireworks show we held in December. These efforts support quality of life and community connection.

December marked the successful launch of the city's new official website. Thanks to our Communications team, it was one of the most significant digital infrastructure upgrades in the city's history, improving transparency, access to services, and public communication during a peak engagement period. Taken together, this report reflects a city organization that closed 2025 with strength and momentum and one that is well positioned to support the mayor and council's priorities in the year ahead. He thanked the department directors, our hardworking and dedicated city staff, for their professionalism and dedication.

Mayor thanked city administration for the revised presentation of the report, it is succinct and to the point and extremely easy for us to read and digest.

XII. Council Comments:

Mayor Pro Tem Smallwood thanked everyone for coming out. He put out a caution on a project going on at Exit 61 and said there are huge potholes developing. He had a neighbor approach him on the damages and he told him that is GDOT's jurisdiction. Mr. Phillips said that is a state road, if you could have them contact our office, we would be happy to help them.

Council Member Nichols thanked everyone and said she appreciates the tone and thoughtfulness of today's discussion. As someone still getting my feet wet with this role, this has been a welcoming experience and thanked her fellow council and mayor. She values how collaborative we are working together, and how transparent this council has been, and I am looking forward to continue to learn, ask good questions, and work together in service of our citizens.

Council Member Davis said she would like to bring some attention to the property tax relief. There are several bills going on in legislature that will affect some of the things we are used to. We should be concerned about a couple of bills HB 422, this bill will change our elections more on a federal level. Also, in reference to property tax, HB 1114 and 1116, which will take a constitutional amendment. We need to really look at this and see how it will affect us.

Council Member Houser said I am so glad to be a part of this council and as we come together and talk about the municipal affairs which entail the daily services and matters for this great city. She thanked the residents, the community, and the mayor and council, and said they care about what is going on in the city. I am still learning, you can always reach her, if you have any questions that I can communicate those questions or

concerns. She thanked the Police Department for the 4% crime rate. We are one of the safest cities in Georgia. I am happy to be here, and we will continue to do our best to provide the best services as we can.

Council Member Benson said she echoes the sentiments and thanked everyone for coming.

Council Member Perry said thanks all glory to God, without him none of this would be possible. He thanked everyone that came out tonight and he wants to build on what has already been spoken about regarding Fairburn Utilities, there is a Fairburn Utilities Department Amnesty, which is where you can try and clear your past dues without penalties, fees, or shutoff. That runs from the 23rd through the 27th from 10 a.m. to 4:30 p.m., right here in this building located at 56 Malone Street, Fairburn. On February 26th, you can come in from 2 p.m. to 7 p.m. for one-on-one conversations regarding your bills. Huge shout out to the Fire Department, Chief Robinson, and your team. 328 calls, which is amazing, that is a quarter of a calendar which includes the holidays for them responding to the needs here in our community. Chief Bazydlo and the Police Department, you continue to break records in our community, and all of our citizens feel that they can come up to a local police officer to ask a question, without a negative experience or remark. He thanked the mayor for continuing to have us here, we are always going to be professional, and we will take the matters that the citizens have to heart.

Mayor Portis-Jones thanked Council Member Perry for mentioning the customer service day coming up and the amnesty program. We will continue to remind the citizens of that and asked Communications Director, Jacqueline Howell, to talk about the Black History Month program that is coming up on February 28th. Ms. Howell said we are inviting our citizenry as well as mayor and council and anyone else that would like to participate in the Voices of Legacy, a black history experience which will be held on February 28th, beginning at 3 p.m. to 6 p.m. The program starts at 4 p.m. and we will have the Legacy Market which features over 20 vendors that will open at 3 p.m. This will be held at the Frankie Arnold Stage and Courtyard. It is featuring Orchestra Noir, Spirit and Truth Choir, Sky Dance Academy, Theresa Mingo, and the South Fulton Studios. It is going to be amazing experience.

Mayor Portis-Jones gave a special thank you to council for buying into the Resolution of Civility and that you were willing to sign on with that. We are all human, we all make mistakes sometimes, but the fact that we are wanting to sign on the dotted line to say we will be very intentional about being civil and professional with each other as we all are in the various workplaces. As suggested by Councilwoman Benson, we will make sure the public knows what it is to which we have committed. I want to say for the record I am asking, I am expecting and I am sure there will not be any problem with residents holding us accountable and telling us we violated the pledge. I look forward to seeing all of you at our Black History Month celebration.

Council Member Benson made a motion to go into Executive Session to discuss litigation at 8:52 p.m. Council Member Davis provided the second. **The motion carried unanimously.**

Council Member Davis made a motion to reconvene into regular session. Council Member Perry provided the second. **The motion carried unanimously.**

Council Member Benson asked about the retreat and the mayor said more information is forthcoming.

XIII. Adjournment:

Mayor Pro Tem Smallwood made a motion to adjourn the meeting at 9:20 p.m. Council Member Davis provided the second. **The motion carried unanimously.**

Deannia Ray, City Clerk

Hattie Portis-Jones, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Use Permit — Truck Terminal (7472 Graham Road)

ITEM TYPE: Other

SUBMITTED: 02/18/2026 **WORK SESSION:** N/A **COUNCIL MEETING:** 02/23/2026

DEPARTMENT: Planning & Zoning

BUDGET IMPACT: N/A

PUBLIC HEARING: Yes

PURPOSE:

For the Mayor and City Council to review the submitted Use Permit application and render a decision regarding authorization of a truck terminal facility at 7472 Graham Road, within the M-2 (Heavy Industrial) zoning district.

HISTORY:

The Planning and Zoning Commission considered the Truck Terminal Use Permit request for 7472 Graham Road at its regular meeting held on February 3, 2026, at 7:00 p.m. at City Hall (56 Malone Street, Fairburn, GA). Following discussion, Commissioner Smith made a motion to recommend approval of the Truck Terminal Use Permit. The motion was seconded by Commissioner Echols. The motion carried.

FACTS AND ISSUES:

Case Type: Use Permit — Truck Terminal
Location: 7472 Graham Road
Parcel ID: 09F110000440513
Zoning: M-2 (Heavy Industrial)
Applicant: Joseph Brickman
Property Owner: Graham Owner LLC

The applicant has submitted a complete Use Permit application that includes an operational description, supporting materials, and a site layout for the proposed truck terminal use.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval of the Use Permit request subject to the stated conditions in the staff report.

ATTACHMENTS:

1. Use Permit Staff Review_MCC
2. 7472 Graham Road Truck Terminal Use Permit Application_MCC_Package



USE PERMIT APPLICATION AGENDA ITEM

To: Mayor and City Council

From: Denise Brookins, Planning and Zoning Director

Date: February 17, 2026

Agenda Item: 7472 Graham Road [Parcel ID: 09F110000440513] – Request to review the allowance of a truck terminal.

Agent/Applicant/Petitioner Information

Applicant: Joseph Brickman

Property Owner: Graham Owner LLC

Background

The subject property is located at 7472 Graham Road, to the west of the intersection of Graham Road and Stalwart Drive and comprises approximately 9.55 acres. The property is currently zoned M-2 (Heavy Industrial), which is intended to provide suitable areas for major manufacturing and storage uses that require substantial amounts of land and access to major streets and utilities.

Within the M-2 district, any use permitted in the M-1 Light Industrial district is also allowed, and the code further lists “truck terminal truck stops” as a permitted use in M-2, subject to a use permit and specific standards. Truck terminals/truck stops are allowed only in the M-1 and M-2 districts and are regulated by use permit requirements and Section 80-239.

Request

The applicant is requesting approval to continue the operation of a truck terminal on the subject property. The application includes a boundary survey and site plan depicting the existing and proposed truck terminal layout. Under Section 80-239, truck terminals/truck stops are permitted in the M-1 and M-2 districts subject to the following key standards:

1. The lot, including all structures and parking spaces, must be at least five acres in size.
2. The use is not allowed within 5,000 feet in any direction of an existing similar use.
3. On-site security must be provided 24 hours a day, seven days a week.
4. No long-term storage of trailers or trucks is permitted on the lot.
5. No overnight or sleeping facilities may be provided on the lot.

The subject site, at approximately 9.55 acres, exceeds the minimum five-acre size requirement for a truck terminal in the M-2 district.

Public Participation

In accordance with the city's public participation expectations for legislative land-use decisions (including use permits), the applicant prepared and implemented a public participation plan. The applicant mailed written notice via the United States Postal Service to all property owners within 1,000 feet of the subject site, advising them of the intent to request approval for continued use of the site as a truck terminal and inviting them to a public participation meeting.

The applicant held a virtual public participation meeting on January 12, 2026, at 6:00 PM via Zoom. No members of the public attended the meeting, and therefore no comments or concerns were raised during the public participation process. The applicant has submitted a public participation report documenting the notification process and meeting outcome.

Section 80-172, Use Permit Considerations

In Chapter 80, Section 80-172 sets forth the permit use considerations that govern the City Council's review of this application. To protect the public health, safety, and welfare, the City Council evaluates sites that require a use permit in accordance with these standards. The outlined standards have been reviewed and analyzed by staff in relation to the proposed truck terminal use.

Use Permit Considerations

1. Whether the proposed use is consistent with the comprehensive land use plan adopted by the City Council.

Staff finds that the proposed use is consistent with the current Comprehensive Plan. The site is located within the Industrial Area, where an appropriate use is a truck terminal supporting industrial and logistics activities. The Industrial Area is designated for traditional and heavy industrial uses that drive economic development through manufacturing, processing, and logistics operations. The appropriate zoning districts in the Industrial Area include M-2 (Heavy Industrial), which is intended to provide suitable areas for major manufacturing and storage uses on large tracts of land. A truck terminal, where trucks and trailers are temporarily stored, maintained, or based, is therefore consistent with the planned character and function of this area.

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

Staff finds that the proposed use is compatible with the surrounding land uses and zoning districts. The surrounding land uses are industrial in nature, and truck terminals are an appropriate and expected land use within the Industrial Area. The surrounding zoning districts consist of M-1 (Light Industrial) and M-2 (Heavy Industrial), both of which accommodate industrial, warehousing, and distribution activities. Truck terminals are a permitted use in the M-2 Zoning District subject to approval of a use permit, and the proposed use is compatible with the existing industrial pattern in the vicinity.

Direction	Zoning District	Existing Use	Future Land Use (FLU)
North	M-2	Warehouse	Industrial
South	M-1	Vacant	Industrial
East	M-2	Warehouse	Industrial
West	M-1	Factory	Industrial

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

Operating a business without an occupational tax certificate is a violation of local requirements; however, to the best of staff's knowledge, the proposed use itself does not violate any other applicable local, state, or federal statutes, ordinances, or regulations governing land development. The applicant will be required to obtain and maintain all necessary approvals and to comply with all regulations of the City of Fairburn and any other applicable agencies.

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

Vehicular and pedestrian traffic flow along Graham Road should not be adversely affected by the proposed use. A formal Traffic Impact Study was not required because the proposed development did not exceed the 500,000-square-foot threshold for industrial projects that would trigger such analysis. Based on the scale and nature of the operation, staff does not anticipate unacceptable traffic impacts on adjoining streets.

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

Adequate off-street parking is provided on site. The development includes a total of 156 oversized parking spaces to accommodate truck and trailer parking associated with the terminal use. This supply is sufficient to serve the proposed operation without creating spillover parking demand on adjacent properties or public streets.

6. The amount and location of open space.

There will be no changes to the site's existing open space areas as part of this request. The current configuration of developed and undeveloped areas on the property will remain in place.

7. Protective screening.

The property is presently screened from adjoining properties and public streets. Existing screening measures are sufficient to mitigate visual and operational impacts associated with the truck terminal use, and no additional screening modifications are proposed at this time.

8. Hours and manner of operation.

The truck terminal will operate twenty-four (24) hours per day, providing truck and trailer parking on a day-by-day basis. The manner of operation is consistent with the functional needs of a regional truck terminal and is appropriate in the context of the surrounding industrial area.

9. Outdoor lighting.

Outdoor lighting currently exists on the site. The existing lighting is intended to support safe, secure operations during nighttime hours while remaining compatible with surrounding industrial uses.

10. Ingress and egress to the property.

Ingress and egress to the site are provided from Graham Road. The access configuration is designed to accommodate truck movements safely and efficiently, while controlling and monitoring entry to and exit from the property.

Staff Recommendations

Staff recommends **APPROVAL** of the use permit with the following conditions:

1. Compliance with Zoning Ordinance.

The applicant shall comply with all supplemental regulations applicable to truck terminals pursuant to Chapter 80 (Zoning), Article IV (Administrative Permits and Use Permits), Section 80-239 (Truck Terminals / Truck Stops), as amended.

2. Limitation on Truck Stop–Type Facilities.

No on-site shower facilities, truck stop–type restrooms accessible to the general trucking public, or sleeping/lodging accommodations (including bunks, sleeper pods, or similar facilities) shall be installed or operated on the property. Employee restroom facilities required by applicable building and health codes are permitted. Portable toilets or temporary restroom facilities shall only be permitted during periods when an active construction permit has been issued and shall be removed upon completion of the permitted construction activity.

3. Spill Prevention and Environmental Protection.

The operator shall prepare and maintain a spill-prevention and response plan for fuel, oil, and other automotive fluids. Documentation of the plan shall be provided to the City upon request, and staff shall be trained in its implementation.

4. Security.

On-site security shall be provided twenty-four (24) hours per day, seven (7) days per week, consistent with Section 80-239. A security plan shall be submitted prior to issuance of a Occupation Tax License and shall be subject to review by the Police Department and Fire Marshal. Security measures may include on-site personnel, controlled access gates, surveillance cameras, or a combination thereof.

5. Trash and Site Maintenance.

Trash and recycling receptacles shall be provided in sufficient quantity and serviced regularly to maintain the premises free of litter, debris, and refuse at all times.

6. Truck Queuing.

No stacking or queuing of trucks shall occur within the public right-of-way.

7. Paving Requirement.

All new truck maneuvering areas, parking areas, loading areas, and drive aisles shall be paved with asphalt or concrete. Gravel, crushed stone, dirt, or other unpaved surfaces shall not be permitted for truck circulation, staging, or parking areas.

8. Maintenance of Paved Surfaces.

All paved surfaces shall be maintained in good repair to prevent potholes, dust generation, and deterioration.

9. Inoperable Vehicles.

No inoperable vehicles shall be stored on-site.

10. Enforcement.

Failure to comply with these conditions shall constitute grounds for enforcement action, including revocation of the Use Permit.

Attachments:

- Site Pictures
- Letter of Intent
- Application
- Deed
- Legal Description
- Survey
- Concept Plan
- Public Participation Report
- Supplemental Regulations

December 11, 2025

via Electronic Mail to cfelton@fairburn.com

Planner Chancellor Felton
Department of Planning & Zoning
City of Fairburn, Georgia
314 NW Broad Street
Fairburn, Georgia 30213

**RE: APPLICATION FOR USE PERMIT AND LETTER OF INTENT
7472 Graham Road, Fairburn, Fulton County, Georgia 30213 (Tax Parcel Id
No. 09F110000440513)**

Dear Planner Felton:

I represent Graham Owner LLC (“Applicant”). Applicant recently acquired a 9.417-acre truck terminal at that certain real property located at and known as 7472 Graham Road, Fairburn, Fulton County, Georgia 30213 (Tax Parcel Id No. 09F110000440513) (the “Subject Property”). The Subject Property is zoned M-2 (Heavy Industrial Zoning District) with a classification of Industrial in both the 2040 City of Fairburn Comprehensive Plan and City of Fairburn Future Land Use Map.

The Subject Property, through prior ownership, has continuously and without lapse or interruption operated as a truck terminal since 1995. Recently, Applicant learned that the existing truck terminal lacked a valid business license, and as a prerequisite to obtaining the same, Applicant would need to obtain a use permit for the continued operation of the truck terminal. Accordingly, Applicant submits this Application, which requests a use permit for the continued operation of the existing truck terminal at the Subject Property without any changes to the layout, security, or overall management. The proposed use not only aligns with the goals and policies set forth in the City of Fairburn’s future development plans, but also would allow the existing truck terminal to apply for and obtain proper licensure, as required by the City of Fairburn.

SUMMARY OF PROPOSED USE PERMIT

As depicted in the enclosed *Truck Parking for Graham Road 156 Trailer Spaces*, prepared by M.D. Hodges Enterprises, Inc. and dated March 3, 1994 (the “Concept Plan”) and the *Alta/NSPS Land Title Survey* prepared by GRS Group and dated October 9, 2025 (the “Survey”), the Subject Property is a 9+ acre truck terminal with one hundred fifty-six (156) parking spaces available for trucks and trailers. The Subject Property is entirely surrounded by other, industrial uses, all of which are similarly classified as Industrial in both the 2040 City of Fairburn Comprehensive Plan and City of Fairburn Future Land Use Map.

Applicant does not intend to alter the layout, security, or overall management of the existing truck terminal at the Subject Property. Importantly, the existing truck terminal is consistent with and has always aligned with the standards set forth in Section 80-239 of the *Code of Ordinances of Fairburn, Georgia*, governing the use of truck terminals/truck stops by a property zoned M-2 (Heavy Industrial Zoning District).

USE PERMIT CONSIDERATIONS

1. Whether the proposed use is consistent with the comprehensive land use plan adopted by the City Council?

The Subject Property is zoned M-2 (Heavy Industrial Zoning District) with a classification of Industrial in both the 2040 City of Fairburn Comprehensive Plan and City of Fairburn Future Land Use Map. The proposed, industrial use is consistent with both current and future land use plans adopted by City Council, and helps facilitate the manufacturing, warehousing, fabrication, and processing uses identified by the City of Fairburn in its comprehensive plan.

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

The Subject Property is entirely surrounded by properties zoned M-1 (Light Industrial Zoning District) and M-2 (Heavy Industrial Zoning District), all of which share the same, Industrial land use classification in both the 2040 City of Fairburn Comprehensive Plan and City of Fairburn Future Land Use Map. Accordingly, the proposed use is consistent with surrounding land uses and zoning districts in the vicinity of the Subject Property.

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

The proposed use does not propose to alter or otherwise develop the Subject Property, and thus will not violate any local, state, and/or federal statutes, ordinances or regulations governing land development.

4. The effects of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets?

Applicant does not intend to alter the layout, security, or overall management of the existing truck terminal at the Subject Property, which has operated as a truck terminal for thirty (30) years under prior ownership and has never experienced or contributed to traffic congestion. Thus, the proposed use will have little to no effect on vehicular and pedestrian traffic flow.

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

As shown on the Concept Plan, the existing truck terminal has one hundred fifty-six (156) parking spaces for trucks and trailers. Applicant does not intend to increase or decrease the number of on-site parking spaces.

6. The amount and location of open spaces?

There are no designated open spaces on the Subject Property.

7. Protective screening?

The existing truck terminal utilizes protective fencing along its borders as a means of security and screening. Applicant does not intend to make any alterations to these security and screening controls.

8. Hours and manner of operation?

The existing truck terminal operates twenty-four (24) hours a day and offers truck and trailer parking on a day-by-day basis.

9. Outdoor lighting?

The existing truck terminal is equipped with sufficient outdoor lighting for driver safety and security purposes.

10. Ingress and egress to the property?

The Subject Property can be accessed from an entrance point at the intersection of Graham Road and Stalwart Drive. The Subject Property's entrance point is also equipped with a security gate.

STANDARDS GOVERNING THE OPERATION OF TRUCK TERMINALS/STOPS

1. The lot upon which the truck stop is located, including all structures and parking spaces, must be a minimum of five acres.

As shown on the Survey, the Subject Property is 9.417 acres.

2. No such use is allowed within 5,000 feet in any direction from an existing similar use.

There are no truck terminals operating as a primary use within 5,000 feet of the Subject Property in the City of Fairburn.

3. On-site security shall be provided by the owner or operator of the truck stop 24 hours a day, seven days a week.

On-site security is provided by the operator of the existing truck terminal twenty-four (24) hours a day, seven (7) days a week. Applicant does not intend to change the security operations of the existing truck terminal.

4. No long-term storage of trailers or trucks shall be allowed on the lot.

The existing truck terminal does not permit long-term storage of trailers or trucks on the Subject Property. Applicant does not intend to change the use or storage operations of the existing truck terminal.

5. No overnight or sleeping facilities shall be provided on the lot.

The existing truck terminal does not provide overnight or sleeping facilities on the Subject Property. Applicant does not intend to change the layout or operations of the existing truck terminal.

ADDITIONAL SUPPORTING DOCUMENTATION

Applicant includes as additional support for its Application the following:

1. Completed Application Form;
2. *Limited Warranty Deed*, including Legal Description of the Subject Property;
3. Completed Disclosure Form;
4. *Truck Parking for Graham Road 156 Trailer Spaces*, prepared by M.D. Hodges Enterprises, Inc. and dated March 3, 1994;
5. *Alta/NSPS Land Title Survey* prepared by GRS Group and dated October 9, 2025;
6. *Notarized Authorization by Property Owner for Representation*;
7. *City of Fairburn Official Zoning Map, Adopted October 28, 2019*;
8. *City of Fairburn Future Land Use Map*;
9. Aerial Photograph of the Subject Property; and,
10. Public Participation Plan and Report, to be completed upon submission.

I look forward to working with you and the City of Fairburn, and appreciate your time and consideration of this Application. Should you have any preliminary questions or concerns, please don't hesitate to reach out.

Sincerely,

A handwritten signature in black ink that reads "Joseph Brickman". The script is cursive and fluid, with the first letter of each word being capitalized and prominent.

Joseph Brickman

Encl.



USE PERMIT APPLICATION



APPLICANT'S CHECKLIST

DOCUMENTS AND QUANTITIES REQUIRED

**ALL PERTINENT ITEMS ARE DUE AT THE TIME OF FILING.
NO INCOMPLETE APPLICATION WILL BE ACCEPTED.**

Applications will not be accepted after 3:00 p.m.

ITEM #	REQUIRED ITEM	NUMBER OF COPIES	CHECK √
1.	Site Plan Checklist	1 copy	
2.	Application Form	1 original and 1 copy	
3.	Survey	2 copies	
4.	Legal Description (8½ "x 11")	2 copies	
5.	Deed	2 copies	
6.	Letter of Intent	5 copies; plus 1 additional copy if project includes a DRI or MARTA review	
7.	Site Plan	5 copies; plus 1 additional copy if project includes a DRI or MARTA review	
8.	Disclosure Form(s)	2 copies	
9.	Public Participation Program	2 copies of the Report and Plan	
THE FOLLOWING ITEMS MAY BE REQUIRED. SEE THE FOLLOWING INFORMATION FOR DETAILS.			
10.	Use Permit Considerations	5 copies	
11.	Traffic Impact Study	2 copies	
12.	Development of Regional Impact Review Form (DRI)	2 copies	
13.	Noise Study Report	2 copies	

PREAPPLICATION REVIEW MEETING: Prior to submitting an application, all are encouraged to meet with the Planning and Zoning Office who will review the applicant's proposal and site plan. No pre-application review meeting will be held on the day of the filing deadline. Applicants are required to bring the site plan and tax parcel identification number(s) to the meeting. Call 770-964-2244 to make an appointment.

REQUIRED ITEMS FOR USE PERMIT APPLICATIONS:

- ITEM 1. **SITE PLAN CHECKLIST:** The site plan checklist details the minimum requirements for site plans as specified by Chapter 62, Article V. The Building Process.
- ITEM 2. **APPLICATION FORM:** Original and notarized signatures of the property owner(s) and applicant(s) or a notarized statement by the applicant as to ownership are required. If a contract is used in lieu of the owner's signature, the signature on the contract must be an original and the contract must be valid for the duration of the rezoning process. See the application form for additional details.
- ITEM 3. **SURVEY:** An accurate, to scale, up-to-date certified survey of the property shown with metes and bounds must be submitted with the Use Permit Application. The survey should include existing thoroughfares;

existing drainage areas; existing buildings, structures and facilities; existing utilities on or adjacent to the property; and ownership, zoning and uses of all property adjacent to or within 200 feet of the property.

- ITEM 4. **LEGAL DESCRIPTION:** The legal description must be a *metes and bounds* description of the property that establishes a point of beginning and gives directions (bounds) and distances (metes) of property lines. If the property consists of more than one parcel, all parcels must be combined into one legal description.
- ITEM 5. **DEED:** A copy of the deed which matches the applicant's name or a copy of the letter indicating a closing and the recordation of a new deed.
- ITEM 6. **LETTER OF INTENT:** The Letter of Intent should state the requested use permit(s) and should include factual details about the proposed use(s), such as number and square footages of buildings, number of residential units, minimum heated floor area of residential units, number of fixed seats in places of worship, number of employees and beds in assisted living facilities, personal care homes and nursing homes, number of employees and students in day care facilities, number of classrooms and number of students in schools, hours of operation, and number and use of playing fields.
- ITEM 7. **SITE PLAN:** Site plans must meet the minimum requirements specified by Chapter 62, Article V. The Building Process of the City of Fairburn Ordinance. Refer to Site Plan Checklist.
- ITEM 8. **DISCLOSURE FORM:** If the owner, applicant and/or applicant's representative has made a campaign contribution to any member of City Council for \$250.00 or more within the past 2 years, Sections 1 through 4 of the Disclosure Form must be completed. If no contributions have been made, *No* should be circled and Section 4 of the form completed.
- ITEM 9: **PUBLIC PARTICIPATION PROGRAM:** Public Participation Program consists of a two-part process designed to enhance dialogue between applicants and communities which may be impacted by a proposed development, Part 1: The Public Participation Plan and Part 2: The Public Participation Report.

OTHER DOCUMENTS THAT MAY BE REQUIRED:

- ITEM 10. **IMPACT ANALYSIS:** The application must include an Impact Analysis.
- ITEM 11. **TRAFFIC IMPACT STUDY:** When a project equals or exceeds the thresholds listed below, a traffic impact study must be submitted. The traffic impact study shall be prepared by a qualified traffic engineer or transportation planner in accordance with professional practices and the guidelines available in the Department of Public Works.

Thresholds for Traffic Impact Study	
Use	Size
Single family residential	500 new lots
Multifamily residential	700 new units
Office	300,000 square feet
Hospital	375 beds
Commercial	175,000 square feet
Hotel/Motel	600 rooms
Industrial	500,000 square feet
Any planned developments that exceeds 500 peak hour trips as based on the standards of the Institute of Transportation Engineers (ITE) Handbook.	

- ITEM 12. **DEVELOPMENT OF REGIONAL IMPACT (DRI):** The Department of Community Affairs (DCA) has formulated development thresholds as listed below. When a development meets or exceeds the thresholds, the Atlanta Regional Commission (ARC) and the Georgia Regional Transportation Authority (GRTA) shall review the project concurrently. Applicants shall first file the rezoning/use permit request

with City of Fairburn. After the ARC/GRTA findings are complete, the rezoning/use permit will be placed on the next available agenda. It is the applicant's responsibility to contact and follow all ARC and GRTA review procedures. For details visit the ARC at www.atlantaregional.com and GRTA at www.grta.org/dri/home.htm or call ARC or GRTA at 404-463-3100.

- ITEM 13. **NOISE STUDY REPORT:** Any proposed use located within 1,000 feet of an expressway or within 3,000 feet of an active rail line.

Effective March 1, 2014 DEVELOPMENTS OF REGIONAL IMPACT Tiers and Development Thresholds	
Type of Development	Metropolitan Region
Office	Greater than 400,000 gross square feet
Commercial	Greater than 300,000 gross square feet
Wholesale & Distribution	Greater than gross 500,000 square feet
Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day
Housing	Greater than 400 new lots or units
Industrial	Greater than 500,000 gross square feet; or employing more than 1,600 workers; or covering more than 400 acres
Hotels	Greater than 400 rooms
Mixed Use	Gross square feet greater than 400,000 (with residential units calculated at either 1,800 square feet per unit or, if applicable, the minimum square footage allowed by local development regulations); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein
Airports	All new airports, runways and runway extensions
Attractions and Recreational Facilities	Greater than 1,500 parking spaces or a seating capacity of more than 6,000
Post Secondary Schools	New school with a capacity of more than 2,400 students; or expansion by at least 25 percent of capacity
Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more
Quarries, Asphalt and Cement Plants	New facility or expansion of existing facility by more than 50 percent
Wastewater Treatment Facilities	New major conventional treatment facility or expansion of existing facility by more than 50 percent; or community septic treatment facilities exceeding 150,000 gallons per day or serving a development project that meets or exceeds an applicable threshold as identified herein
Petroleum Storage Facilities	Storage greater than 50,000 barrels if within 1,000 feet of any water supply; otherwise, storage capacity greater than 200,000 barrels
Water Supply Intakes/Public Wells/Reservoirs/Treatment Facilities	New facilities
Intermodal Terminals	New facilities
Truck Stops	A new facility with more than three (3) diesel fuel pumps, or containing a half acre of truck parking or 10 truck parking spaces
Correctional/Detention Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day

Effective March 1, 2014 DEVELOPMENTS OF REGIONAL IMPACT Tiers and Development Thresholds	
Type of Development	Metropolitan Region
Any other development types not identified above (includes parking facilities)	1,000 parking spaces or, if available, more than 5,000 daily trips generated

MEETINGS AND PUBLIC HEARINGS:

- A) The Planning and Zoning Commission (PZC)** holds a meeting on the first Tuesday of each month at 7:00 PM at Fairburn City Hall, 56 Malone Street, Fairburn, GA 30291. The Planning and Zoning Commission makes recommendations that are forwarded to the Mayor and City Council.
- B) City Council** holds a public hearing on the second and fourth Monday of each month at 7:00 p.m. at Fairburn City Hall located at 56 Malone Street, Fairburn, GA 30213.

PUBLIC NOTICE:

- A) Planning and Zoning Commission Meeting (PZC) and Mayor and City Council (MCC) Public Hearing Notice:** Signs posted along the frontages of properties subject to rezonings and/or use permits notify area residents of the Planning and Zoning Commission meeting and City Council public hearing. Applicants are required to post signs in conspicuous places along the property's public street frontage(s) no later than 15 days before the City Council public hearing. Failure to post the signs properly, in accordance with instructions given to applicants at the time of filing, will result in delaying action on the petition until the next available appropriate hearing date. **THERE ARE NO EXCEPTIONS TO PROPERLY POSTING THESE SIGNS.**

If an applicant, prior to advertising, defers a petition, it is the responsibility of the applicant to contact the Planning and Zoning Office at 770-964-2244 to pick up new signs and re-post the property.

When a petition is continued by City Council, posting an updated sign is not required. However, the date on the sign must be changed to reflect the continued hearing date.

Within 30 days of City Council final action the applicant shall remove and properly dispose of all public hearing/meeting signage.

- B) Adjacent Property Owner Notice:** By U. S. Mail, notices are sent to all property owners within a 500 feet of properties subject to the use permit(s). Said notices are mailed 15 days prior to the City Council public hearing to property owners of record as shown on the current tax records of Fulton County as retrieved by the Geographic Information System.

STAFF ANALYSIS:

A staff analysis for each petition is available on the Friday before each public hearing after 12 noon. Copies are available at the Planning and Zoning Office at 26 West Campbellton Street and on the City's website at www.fairburn.com.



APPLICATION FOR USE PERMIT

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Date Received: _____

USE PERMIT#: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name: Joseph M. Brickman
Address: 312 Sycamore Street, Decatur, Georgia 30030
Phone: 404-446-9069 Cell: _____ Fax: _____
Email Address: jbrickman@williamsteusink.com

OWNER INFORMATION (If different from Applicant)

Owner Name: GRAHAM OWNER LLC
Address: 30 Hudson Yards, Suite 7500, New York, NY 10001
Phone: 404-446-9069 Cell: _____ Fax: _____
Email Address: jbrickman@williamsteusink.com

PROPERTY INFORMATION

Address: 7472 Graham Road, Fairburn, Georgia 30213
Parcel ID#: 09F110000440513 Land Lot: 43 and 44 District: 9-F

SECTION 1

USE PERMIT REQUEST

Office use only:
USE PERMIT CASE # _____ ROAD FRONTAGE: _____

Under the provisions of Chapter 80, Article IV of the Zoning Ordinance, application is hereby made to obtain a Use Permit as follows:

CURRENT ZONING: M-2

USE PERMIT REQUEST: Truck Terminal, per Code Section 80-239

SECTION II**OWNER/PETITIONER**

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

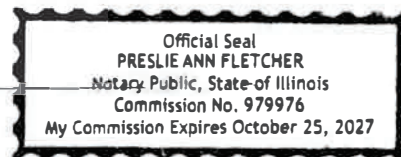
- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Graham Owner LLC
TYPE OR PRINT OWNER'S NAME
30 Hudson Yards, Suite 7500
ADDRESS
New York, NY 10001
CITY & STATE ZIP CODE
OWNER'S SIGNATURE
EMAIL ADDRESS

Sworn to and subscribed before me this the

9th Day of December 20 25
PRESLIE A. FLETCHER
NOTARY PUBLIC



PHONE NUMBER

PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

TYPE OR PRINT PETITIONER'S NAME
ADDRESS
CITY & STATE ZIP CODE
PETITIONER'S SIGNATURE
EMAIL ADDRESS

Sworn to and subscribed before me this the

Day of 20

NOTARY PUBLIC

PHONE NUMBER

SECTION V**ATTORNEY / AGENT**

Check One: ☐ Attorney ☐ Agent

TYPE OR PRINT ATTORNEY / AGENT NAME
CITY & STATE ZIP CODE

EMAIL ADDRESS

PHONE NUMBER

PETITIONER'S SIGNATURE



USE PERMIT CONSIDERATIONS

Applicant: Joseph M. Brickman

Analyze the impact of the proposed use permit with the following questions:

1. Whether the proposed use is consistent with the comprehensive land use plan adopted by the City Council? See attached.

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

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

4. The effects of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets? See attached.

5. The location and number of off-street parking spaces? See attached.

6. The amount and location of open spaces? See attached.

7. Protective screening? See attached.

8. Hours and manner of operation? See attached.

9. Outdoor lightning? See attached.
-
-
-
10. Ingress and egress to the property? See attached.
-
-
-
-

Attach additional sheets as needed.



DISCLOSURE REPORT

Office use only:

USE PERMIT PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the use permit petition, or an attorney or agent of the applicant or opponent for the use permit petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE:

YES

NO

If the answer is *YES*, proceed to sections 1 through 4.

If the answer is *NO*, complete only section 4.

1. CIRCLE ONE:

Party to Petition

In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.

If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this use permit petition: _____

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Joseph M. Brickman

Signature: Joseph M. Brickman Date: 12/10/25



PUBLIC PARTICIPATION PROGRAM

Public Participation Program consists of a two-part process designed to enhance dialogue between applicants and communities which may be impacted by a proposed development.

Part 1 of the process is the Public Participation Plan which is required with all rezoning and/or use permit applications. The plan must be filed simultaneously with the application and implemented before the first public hearing. The minimum standards for the plan are as follows:

- Identification of all property owners within 500 feet of the site and area homeowners' associations, environmentally stressed communities, political jurisdictions, and any other public agencies or organizations which may be affected by an application as determined by the applicant and the current planner at the time of the pre-application review
- Explanation of how interested parties will be informed of rezoning/use permit applications
- Methods for providing opportunities for discussion with interested parties before public hearings are held. Applicants are required to schedule at least one meeting at a convenient location and time and notify all interested parties, as identified above of the purpose, place and time of the meeting.
- Applicant's schedule for completion of the Public Participation Plan

Part 2 of the Public Participation Program is the Public Participation Report which is due per the attached schedule. The minimum standards for the Report are as follows:

- Provide a list of all parties that were contacted, the methods of notification that were used, and copies of all notification letters.
- Provide dates and locations of all community and/or other meetings that were attended by the applicant to discuss an application. (Attach meeting notices, letters, etc.)
- Provide the number of people who participated in meetings held to discuss an application. (Attach sign-in sheets)
- A summary of concerns and issues expressed by interested parties.
- A summary of the applicant's response to concerns and issues.

PUBLIC PARTICIPATION PLAN

Applicant: _____

1. The following individuals (property owners within 500 feet of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified:

2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

Attach additional sheets as needed.

PUBLIC PARTICIPATION PLAN REPORT

Applicant: _____ Petition No. _____

Date: _____

1. The following parties were notified of the requested rezoning/use permit:

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)

3. The following issues and concerns were expressed:

4. The applicant's response to issues and concerns was as follows:

5. Applicants are required to attach copies of sign-in sheets from meetings as well as meeting announcements, i.e., notices, flyers, letters, and any other documentation which supports the opportunity for public input.

Attach additional sheets as needed.

SITE PLAN CHECKLIST

Site plans for use permit petitions must be folded, drawn to scale, no larger than 30" x 42", and shall, at a minimum, include the following information:

ITEM #	DESCRIPTION	CHECK
1	An accurate, up-to-date and certified survey of the property	✓
2	Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan.	✓
3	Vicinity map with North arrow showing the property in relation to the general area	✓
4	Acreage of subject property	✓
5	Location of land lot lines and identification of land lots	✓
6	Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property; Proposed streets on the subject site	✓
7	Current zoning of the subject site with required and/or proposed setbacks and adjoining properties	✓
8	Total are of the site, and the areas of the proposed to be devoted to impervious surfaces	✓
9	Proposed off-site layout including buildings, drives, parking, walkways, landscaped-areas, tree save area, buffers, easements, utilities and any other features necessary to properly present the development	✓
10	Layout and minimum lot size of proposed single-family residential lots	N/A
11	Topography on subject site	✓
12	Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed	✓
13	Required and proposed parking spaces; Loading and unloading facilities	✓
14	Wetlands, lakes, streams and other waters on the site and associated buffers including the 100 year flood-plain, if appropriate.	N/A
15	Proposed stormwater management facilities	✓
16	Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used.	N/A

Office use only:

Application reviewed by:

Staff signature: _____ Date: _____
 Community Development/
 Planning and Zoning

Staff printed name: _____

The undersigned acknowledges that the site plan is submitted in accordance with Chapter 62, Article V - The Building Process of the City of Fairburn Code of Ordinance and failure to comply shall render my application incomplete which may result in delay in the process of this application.

Applicant signature: Joseph Brickman

Date: 12/11/25

Applicant printed name: Joseph Brickman

FEE SCHEDULE	
USE PERMIT	\$500 each
PUBLIC HEARING SIGN	\$31 each

Methods of payment: Cash, Money Order and Credit Cards (except American Express)

(MAKE CHECKS PAYABLE TO THE CITY OF FAIRBURN)

AFTER RECORDING, RETURN TO:

Vinson & Elkins L.L.P.
2001 Ross Avenue, Suite 3900
Dallas, Texas 75201
Attn: Julie Monier

Tax Parcel ID No(s): Parcel No. 09F-1100-
0044-051-3

Cross Reference: Affidavit of Title at Book
39224, Page 257

LIMITED WARRANTY DEED

STATE OF GEORGIA §
 §
COUNTY OF FULTON §

THIS DEED, made this 28th day of October, 2025, between **LIT/HODGES DEVELOPMENT HOLDCO, LLC**, a Delaware limited liability company, as successor by merger to Small/Jones Developments, LLC, a Georgia limited liability company, as party of the first part (hereinafter referred to as “**Grantor**”), and **GRAHAM OWNER LLC**, a Delaware limited liability company, as party of the second part (hereinafter referred to as “**Grantee**”) (the words “Grantor” and “Grantee” to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of this Deed, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed, transferred and confirmed and by this Deed does grant, bargain, sell, alien, convey, transfer and confirm unto Grantee all that specific land lying and being in Fulton County, Georgia, particularly described in Exhibit A attached hereto and by this reference made a part hereof, together with all buildings and other improvements, fixtures, rights, privileges, members, easements, hereditaments and appurtenances thereto belonging.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee and its heirs in FEE SIMPLE, ABSOLUTE forever.

AND, subject to title matters of record as more particularly described in Exhibit B attached hereto, Grantor shall warrant and forever defend the right, title and interests to the above-described property unto Grantee against the claims of Grantor and all others claiming by, through or under Grantor, but not otherwise.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this instrument under seal to be effective as of the Effective Date.

GRANTOR:

**LIT/HODGES DEVELOPMENT HOLDCO,
LLC, a Delaware limited liability company**

By:  (SEAL)
Name: Payson MacWilliam, Jr.
Title: Senior Vice President

Signed, sealed and delivered in the presence of:


Unofficial Witness
Print Name: Patti Baumgart


Notary Public
Print Name: Cheyenne Nicole Dendy
My Commission Expires: 12/15/25

[AFFIX NOTARY SEAL]

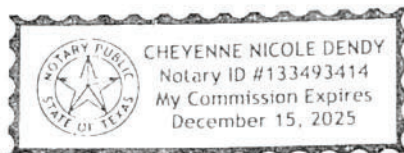


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

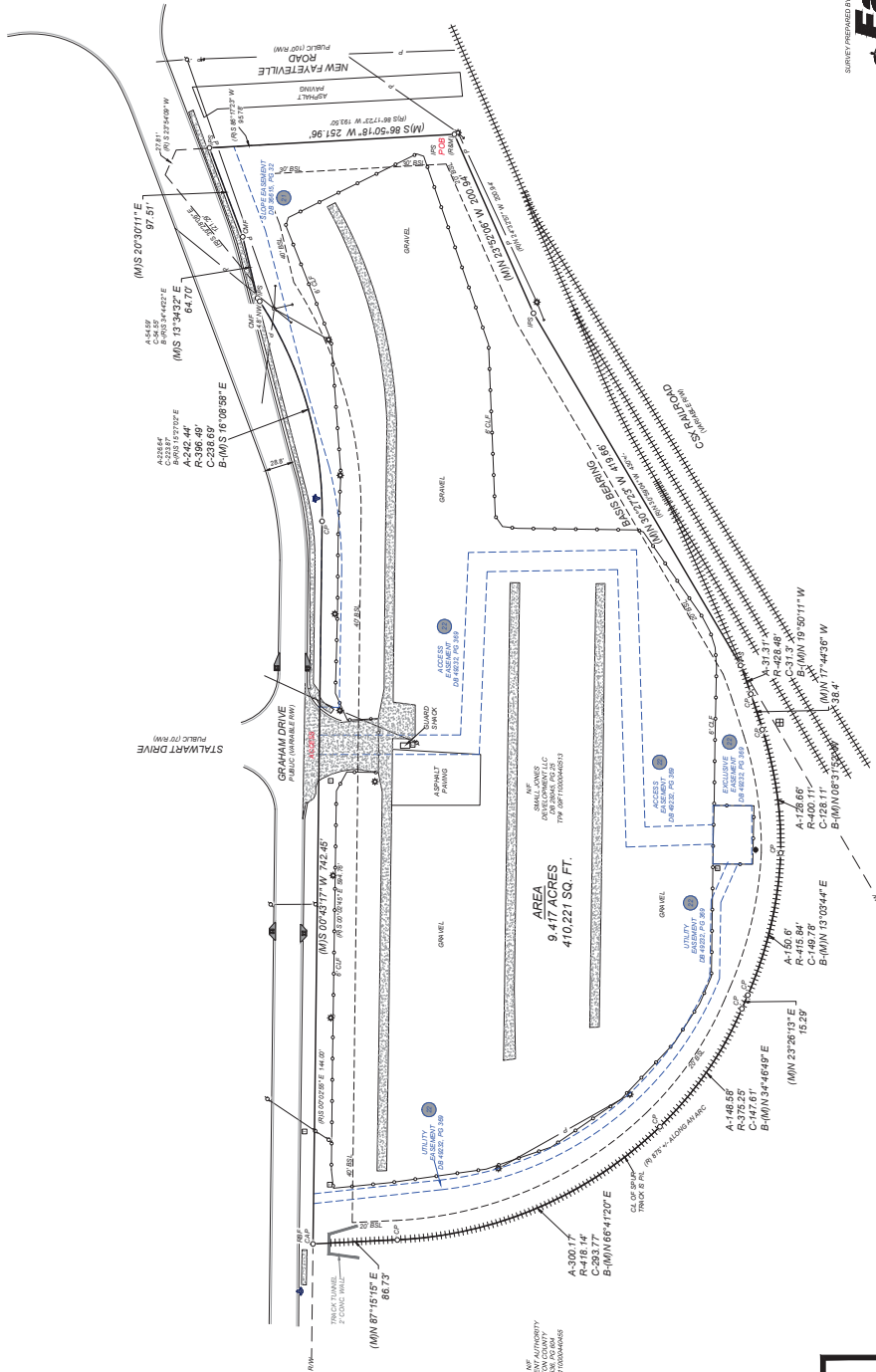
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 43 and 44 of the 9-F District, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point at the northerly right-of way line of New Fayetteville Road (a 100-foot wide right-of-way) and the easterly right-of-way line of the Seaboard Coastline Railroad (a 150-foot wide right-of-way); thence north 24 degrees 32 minutes 57 seconds west along said railroad right-of-way line, 200.94 feet to a point; thence north 30 degrees 59 minutes 04 seconds west continuing along said railroad right-of-way line a distance of approximately 430 feet to a point (said point being the intersection of said Seaboard Coastline Railroad right-of-way and the center line of a rail siding branching off from said Seaboard Coastline Railroad right-of-way in a northeasterly direction); thence continuing along the arc of said center line of said rail siding in a northeasterly direction approximately 875 feet to a point (said point being the intersection of said center line of the rail siding and the westerly right-of-way line of Graham Road (a 60 foot wide right-of-way)); thence south 00 degrees 02 minutes 55 seconds east along said right-of-way of Graham Road a distance of approximately 144 feet to a point; thence south 00 degrees 02 minutes 45 seconds east along said right-of-way of Graham Road a distance of 594.76 feet to a point; thence southeasterly along said right-of-way along the arc of a curve to the left (said curve being subtended by a chord having a bearing south 15 degrees 27 minutes 02 seconds east a distance of 223.87 feet) a distance of 226.64 feet to a point; thence southeasterly along the arc of Graham Road (said curve being subtended by a chord having a bearing south 34 degrees 44 minutes 22 seconds east a distance of 54.55 feet) a distance of 54.59 feet to a point; thence south 39 degrees 28 minutes 06 seconds east along said right-of-way line of Graham Road a distance of 121.29 feet to a point; thence south 23 degrees 54 minutes 09 seconds west along said right-of-way of New Fayetteville Road a distance of 27.81 feet to a point; thence south 86 degrees 17 minutes 23 seconds west along said right-of way line of New Fayetteville Road a distance of 95.78 feet to a point; thence south 86 degrees 17 minutes 23 seconds west a distance of 193.50 feet to the POINT OF BEGINNING. Said parcel of land contains approximately 9.55 acres.

EXHIBIT B

PERMITTED EXCEPTIONS

1. All taxes for 2025 and subsequent years.
2. Flood Plain Indemnification from M.D. Hodges Enterprises, Inc. to Fulton County, a political subdivision of the State of Georgia. dated August 20, 1986, filed for record January 23, 1990, recorded in Deed Book 13123, Page 41.
3. Road Agreement, dated May 15, 1972, and recorded September 8, 1972, in Deed Book 5649, Page 263.
4. Indemnification Flood Plain, made by M.D. Hodges Enterprises, Inc. and Fulton County, a political subdivision of the State of Georgia, dated November 6, 1987, and recorded October 27, 1989, in Deed Book 11166, Page 284.
5. Indemnification Flood Plain, made by M.D. Hodges Enterprises, Inc., a Georgia corporation and Fulton County, a political subdivision of the State of Georgia, dated November 6, 1987, and recorded October 27, 1989, in Deed Book 12908, Page 339.
6. Certificate of Compliance with Declaration of Protective Covenants for Southpark – Phases I, II and II, Fulton County, Georgia, made by M.D. Hodges Enterprises, Inc., a Georgia corporation and the Agricultural Review Committee, dated May 13, 1992, and recorded May 18, 1992, in Deed Book 15342, Page 239.
7. Right of Way Deed, made by M.D. Hodges Enterprises, Inc., a Georgia corporation and the Department of Transportation, dated November 12, 2003, and recorded December 4, 2003, in Deed Book 36615, Page 32.
8. Easement, made by LIT/Hodges Development Holdco, LLC, a Delaware limited liability company and American Tower, L.P., a Delaware limited partnership, dated June 28, 2010, and recorded August 2, 2010, in Deed Book 49232, Page 369.



SURVEY PREPARED BY
EarthPro
LAND SURVEYING
133 TECHNOLOGY DRIVE, SUITE 200, IRVINE, CA 92618
TEL: 949.267.4405 FAX: 949.267.4406
WWW.EARTHPROSURVEYING.COM
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF CALIFORNIA LICENSE NO. 10000
EXPIRATION DATE 12/31/2020
DEVELOPER: GRS GROUP AN NVIS COMPANY



GRS
GROUP
AN NVIS COMPANY

133 TECHNOLOGY DRIVE, SUITE 200, IRVINE, CA 92618
TEL: 949.267.4405 FAX: 949.267.4406
WWW.EARTHPROSURVEYING.COM

THIS BLOCK IS RESERVED FOR
THE CLERK OF SUPERIOR COURT



LEGEND

- AC - BACK OF CURB
- AL - ALIQUOT PARTS
- AN - ANGLE
- AP - AREA
- AR - AREA
- AS - AREA
- AT - AREA
- AV - AREA
- AW - AREA
- AX - AREA
- AY - AREA
- AZ - AREA
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- EM - AREA
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- EQ - AREA
- ER - AREA
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- IJ - AREA
- IK - AREA
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- IQ - AREA
- IR - AREA
- IS - AREA
- IT - AREA
- IU - AREA
- IV - AREA
- IW - AREA
- IX - AREA
- IY - AREA
- IZ - AREA
- JA - AREA
- JB - AREA
- JC - AREA
- JD - AREA
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- JS - AREA
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- JZ - AREA
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- ZZ - AREA

**NOTARIZED AUTHORIZATION BY PROPERTY OWNER
FOR REPRESENTATION**

7472 Graham Road, Fairburn, Fulton County, Georgia 30213
(Tax Parcel ID No. 09F110000440513)

I, Michael D. Caro, swear and affirm that I am the owner of that certain real property located at and known as 7472 Graham Road, Fairburn, Fulton County, Georgia 30213 (Tax Parcel ID No. 09F110000440513), as shown in the records of Fulton County, Georgia, which is the subject matter of the attached Application. I authorize the person and firm named below to act as the Applicant and my representative in pursuit of this Application.

Name of Applicant: Joseph M. Brickman

Name of Firm: Williams Teusink, LLC

Address: The Sycamore Building
312 Sycamore Street
Decatur, Georgia 30030

Telephone No.: (404) 373-9590

Email: jbrickman@williamsteusink.com

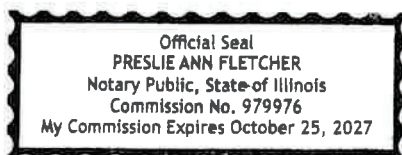
GRAHAM OWNER LLC

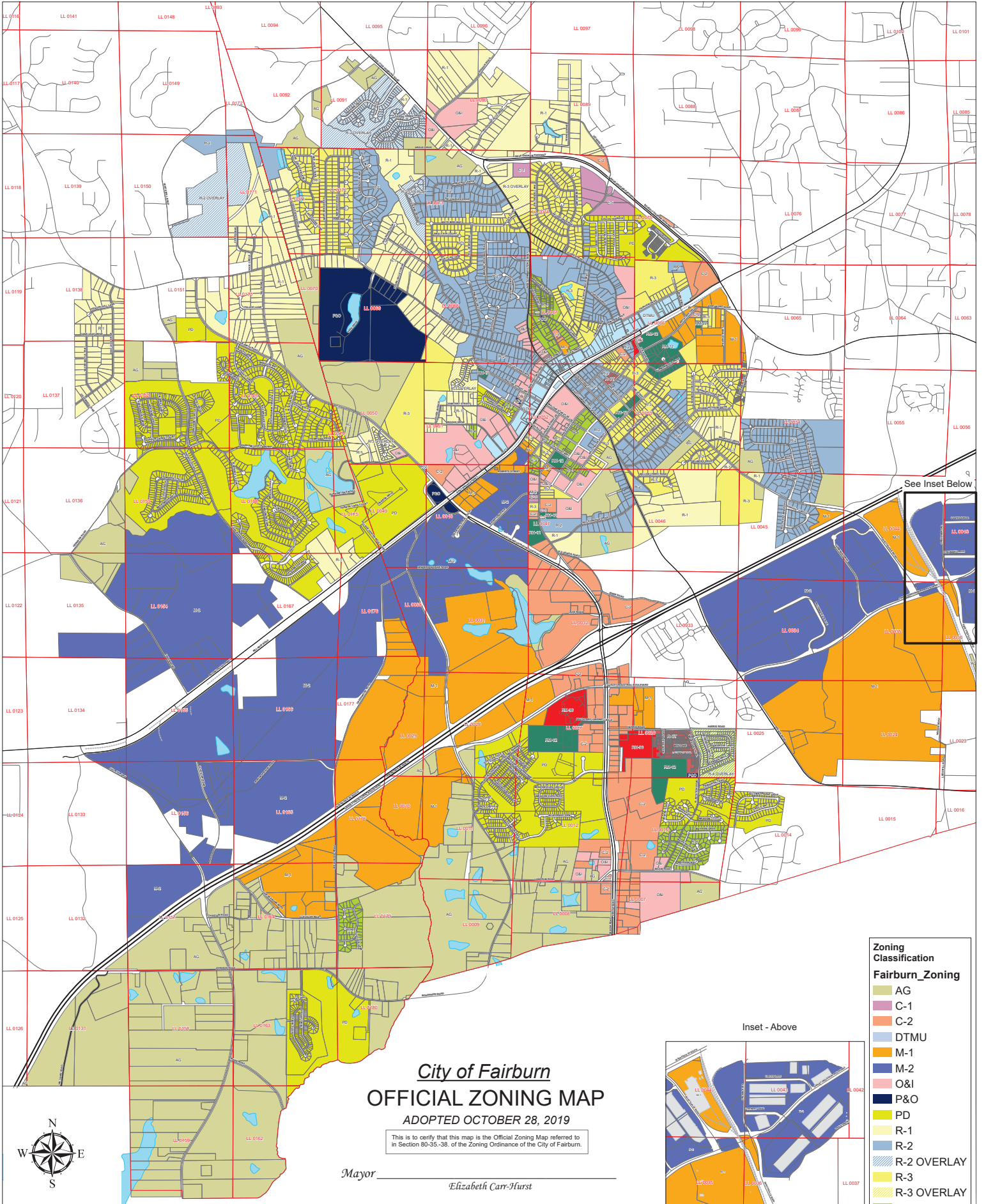

By: Michael D. Caro
Title: Vice President

Sworn and subscribed
Before me this 9th day of December, 2025


Notary Public

Commission Expiration Date: 10/25/27





City of Fairburn
OFFICIAL ZONING MAP
ADOPTED OCTOBER 28, 2019

This is to certify that this map is the Official Zoning Map referred to in Section 80-35-.38. of the Zoning Ordinance of the City of Fairburn.

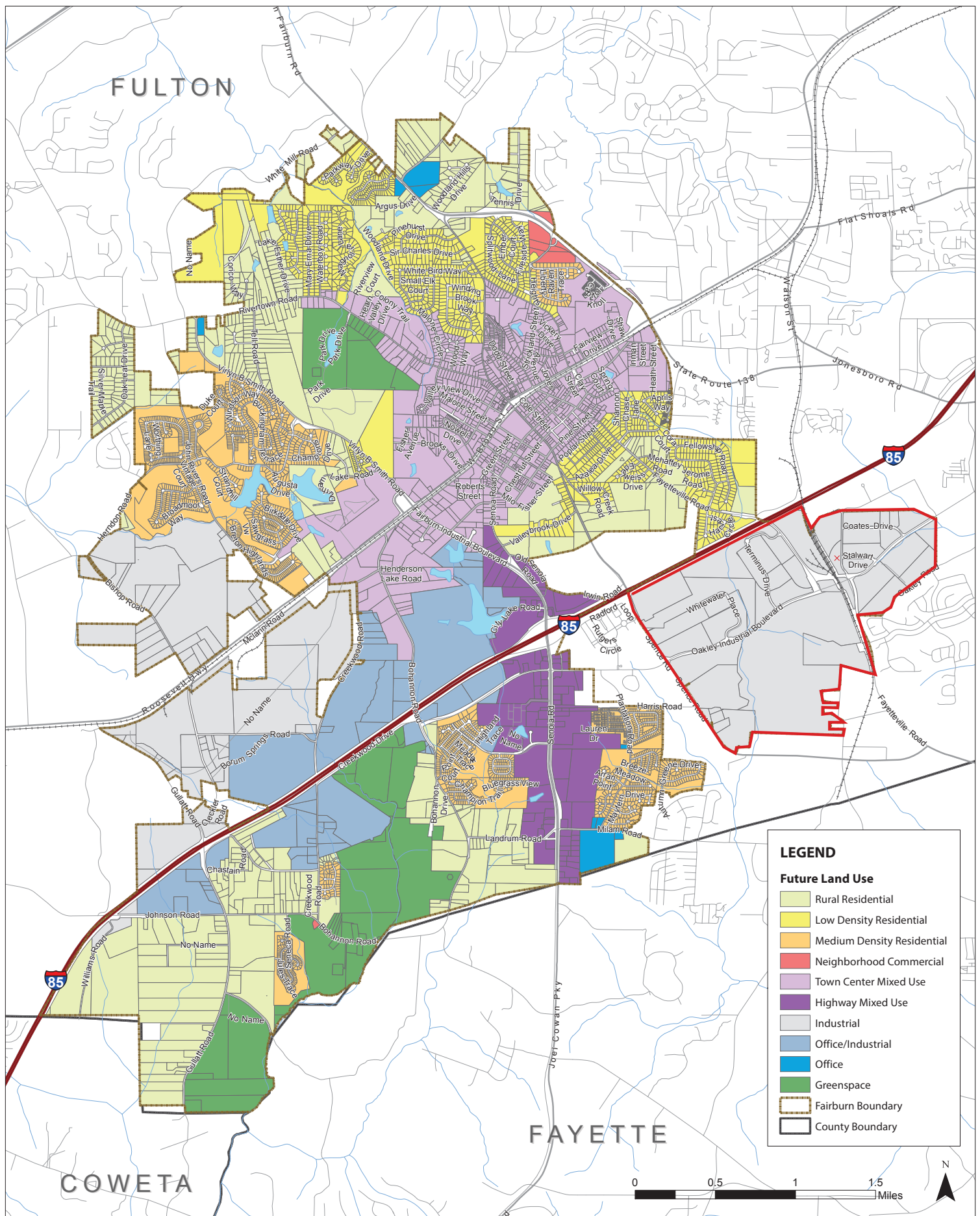
Mayor _____
Elizabeth Carr-Hurst

ATTEST:

City Clerk _____
Arika Birdsong-Miller

SEAL:

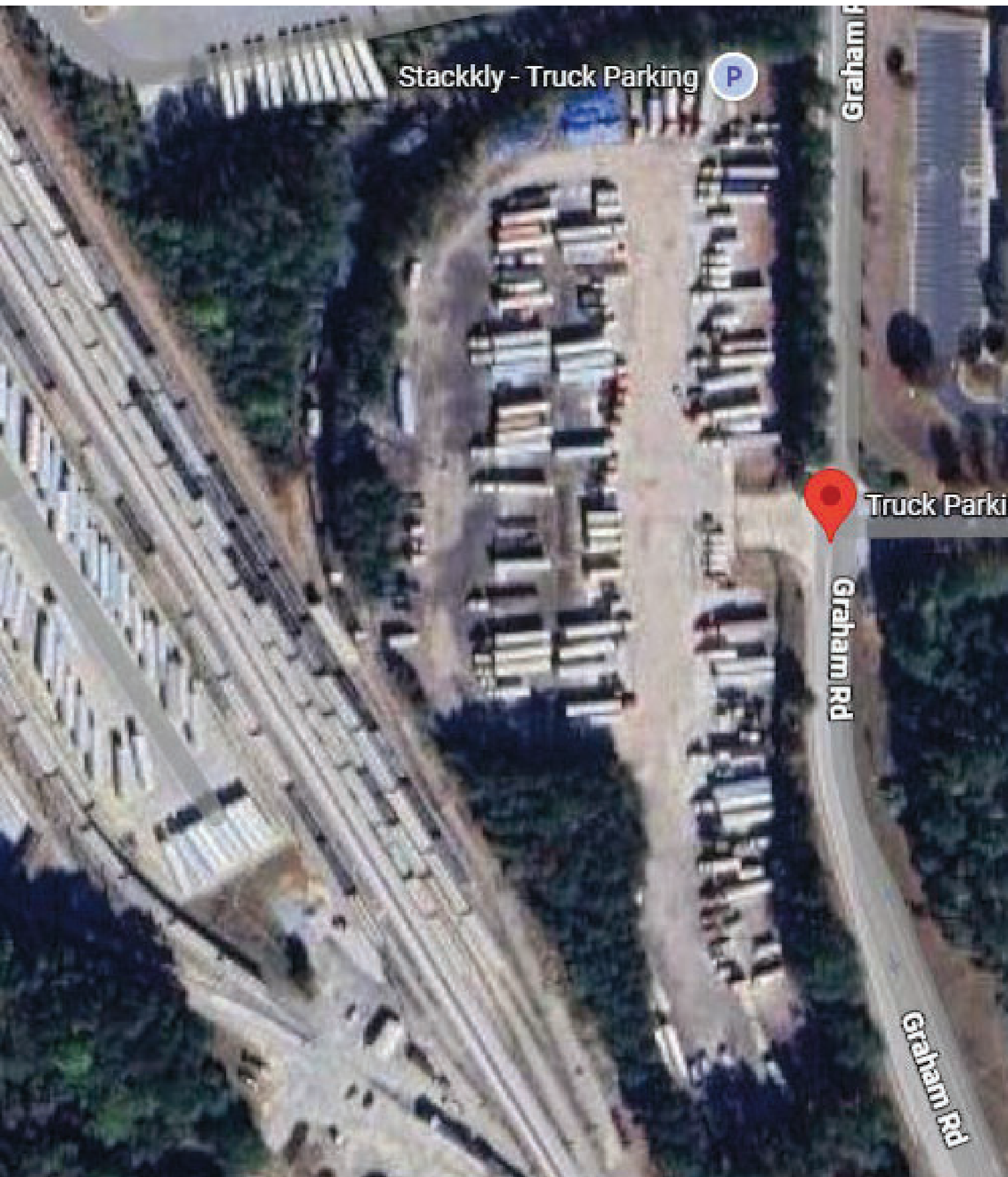
Zoning Classification	
Fairburn_Zoning	
AG	
C-1	
C-2	
DTMU	
M-1	
M-2	
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PD	
R-1	
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R-2 OVERLAY	
R-3	
R-3 OVERLAY	
R-4	
R-4 OVERLAY	
R-CT	
RM-12	
RM-36	
RR	



Adopted: May 11, 2015
 Amended: July 27, 2015

City of Fairburn Future Land Use





PUBLIC PARTICIPATION PLAN REPORT

Applicant: Joseph M. Brickman Petition No. _____

Date: January 13, 2026

1. The following parties were notified of the requested rezoning/use permit:

See attached.

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)

A virtual Public Participation meeting was held on January 12, 2026 at 6:00pm via Zoom.

3. The following issues and concerns were expressed:

No issues or concerns were expressed during the virtual Public Participation meeting.

4. The applicant's response to issues and concerns was as follows:

N/A

5. Applicants are required to attach copies of sign-in sheets from meetings as well as meeting announcements, i.e., notices, flyers, letters, and any other documentation which supports the opportunity for public input.

Attach additional sheets as needed.

December 29, 2025

via USPS Standard Mail

Williams Lake LLC
270 N Jeff Davis Drive
Fayetteville, Georgia 30214

Williams Lake LLC
0 Graham Road # Rear
Fairburn, Georgia 30213

**RE: Use Permit Application – Notice and Request for Public Participation
7472 Graham Road, Fairburn, Georgia 30213**

To whom it may concern:

Our firm represents Graham Owner LLC, owner of a 9.417-acre truck terminal at that certain real property located at and known as 7472 Graham Road, Fairburn, Fulton County, Georgia 30213 (Tax Parcel Id No. 09F110000440513) (the “Property”).

We recently filed the enclosed *Use Permit Application* for the continued operation of the existing truck terminal at the Property without any changes to its layout, security, or overall management. As a neighboring property owner, we welcome your thoughts and feedback, and will be hosting a virtual community meeting on **Monday, January 12, 2026, at 6:00pm** to discuss our application in further detail. Also enclosed herein is a *Notice and Request for Publication Participation*, which contains instructions for accessing the virtual community meeting.

In the interim, please don’t hesitate to reach out to me with any initial questions or concerns. My email address and direct telephone number are included in the header of this letter. Thank you in advance for your thoughts and consideration.

Sincerely,



Joseph M. Brickman

Encl.

**NOTICE AND REQUEST FOR PUBLIC PARTICIPATION
USE PERMIT APPLICATION**

FILED BY: Graham Owner LLC
Applicant Joseph M. Brickman / Williams Teusink, LLC

PROPERTY LOCATED: 7472 Graham Road, Fairburn, Georgia 30213

CURRENT ZONING: M-2 (Heavy Industrial Zoning District)

CURRENT LAND USE: Industrial

CURRENT USE: Truck Terminal

PROPOSED USE: Continued operation of existing truck terminal, without any changes to physical layout, security, or overall management.

VIRTUAL COMMUNITY MEETING TO TAKE PLACE AT VIA ZOOM:

Monday, January 12, 2025

6:00 p.m.

Join via Zoom at the following link:

<https://us02web.zoom.us/j/87206492237?pwd=PybKBzlJyv4CCkZnS6Nx3GpWgaAxsG.1>

Join Telephonically by calling:

(305) 224-1968

Meeting ID: 872 0649 2237

Passcode: 822184

For any questions regarding the upcoming meeting or the pending use permit application, please reach out to Joseph Brickman at either (404) 373-9590 or jbrickman@williamsteusink.com.



JOSEPH M. BRICKMAN
ATTORNEY AT LAW

404.446.9069 DIRECT DIAL
JBRICKMAN@WILLIAMSTEUSINK.COM

December 11, 2025

via Electronic Mail to cfelton@fairburn.com

Planner Chancellor Felton
Department of Planning & Zoning
City of Fairburn, Georgia
314 NW Broad Street
Fairburn, Georgia 30213

**RE: APPLICATION FOR USE PERMIT AND LETTER OF INTENT
7472 Graham Road, Fairburn, Fulton County, Georgia 30213 (Tax Parcel Id
No. 09F110000440513)**

Dear Planner Felton:

I represent Graham Owner LLC ("Applicant"). Applicant recently acquired a 9.417-acre truck terminal at that certain real property located at and known as 7472 Graham Road, Fairburn, Fulton County, Georgia 30213 (Tax Parcel Id No. 09F110000440513) (the "Subject Property"). The Subject Property is zoned M-2 (Heavy Industrial Zoning District) with a classification of Industrial in both the 2040 City of Fairburn Comprehensive Plan and City of Fairburn Future Land Use Map.

The Subject Property, through prior ownership, has continuously and without lapse or interruption operated as a truck terminal since 1995. Recently, Applicant learned that the existing truck terminal lacked a valid business license, and as a prerequisite to obtaining the same, Applicant would need to obtain a use permit for the continued operation of the truck terminal. Accordingly, Applicant submits this Application, which requests a use permit for the continued operation of the existing truck terminal at the Subject Property without any changes to the layout, security, or overall management. The proposed use not only aligns with the goals and policies set forth in the City of Fairburn's future development plans, but also would allow the existing truck terminal to apply for and obtain proper licensure, as required by the City of Fairburn.

SUMMARY OF PROPOSED USE PERMIT

As depicted in the enclosed *Truck Parking for Graham Road 156 Trailer Spaces*, prepared by M.D. Hodges Enterprises, Inc. and dated March 3, 1994 (the "Concept Plan") and the *Alta/NSPS Land Title Survey* prepared by GRS Group and dated October 9, 2025 (the "Survey"), the Subject Property is a 9+ acre truck terminal with one hundred fifty-six (156) parking spaces available for trucks and trailers. The Subject Property is entirely surrounded by other, industrial uses, all of which are similarly classified as Industrial in both the 2040 City of Fairburn Comprehensive Plan and City of Fairburn Future Land Use Map.

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

As shown on the Concept Plan, the existing truck terminal has one hundred fifty-six (156) parking spaces for trucks and trailers. Applicant does not intend to increase or decrease the number of on-site parking spaces.

6. The amount and location of open spaces?

There are no designated open spaces on the Subject Property.

7. Protective screening?

The existing truck terminal utilizes protective fencing along its borders as a means of security and screening. Applicant does not intend to make any alterations to these security and screening controls.

8. Hours and manner of operation?

The existing truck terminal operates twenty-four (24) hours a day and offers truck and trailer parking on a day-by-day basis.

9. Outdoor lighting?

The existing truck terminal is equipped with sufficient outdoor lighting for driver safety and security purposes.

10. Ingress and egress to the property?

The Subject Property can be accessed from an entrance point at the intersection of Graham Road and Stalwart Drive. The Subject Property's entrance point is also equipped with a security gate.

STANDARDS GOVERNING THE OPERATION OF TRUCK TERMINALS/STOPS

1. The lot upon which the truck stop is located, including all structures and parking spaces, must be a minimum of five acres.

As shown on the Survey, the Subject Property is 9.417 acres.

2. No such use is allowed within 5,000 feet in any direction from an existing similar use.

There are no truck terminals operating as a primary use within 5,000 feet of the Subject Property in the City of Fairburn.

I look forward to working with you and the City of Fairburn, and appreciate your time and consideration of this Application. Should you have any preliminary questions or concerns, please don't hesitate to reach out.

Sincerely,

A handwritten signature in cursive script that reads "Joseph Brickman".

Joseph Brickman

Encl.



APPLICANT'S CHECKLIST

DOCUMENTS AND QUANTITIES REQUIRED

**ALL PERTINENT ITEMS ARE DUE AT THE TIME OF FILING.
NO INCOMPLETE APPLICATION WILL BE ACCEPTED.**

Applications will not be accepted after 3:00 p.m.

ITEM #	REQUIRED ITEM	NUMBER OF COPIES	CHECK ✓
1.	Site Plan Checklist	1 copy	
2.	Application Form	1 original and 1 copy	
3.	Survey	2 copies	
4.	Legal Description (8½ "x 11")	2 copies	
5.	Deed	2 copies	
6.	Letter of Intent	5 copies; plus 1 additional copy if project includes a DRI or MARTA review	
7.	Site Plan	5 copies; plus 1 additional copy if project includes a DRI or MARTA review	
8.	Disclosure Form(s)	2 copies	
9.	Public Participation Program	2 copies of the Report and Plan	
THE FOLLOWING ITEMS MAY BE REQUIRED. SEE THE FOLLOWING INFORMATION FOR DETAILS.			
10.	Use Permit Considerations	5 copies	
11.	Traffic Impact Study	2 copies	
12.	Development of Regional Impact Review Form (DRI)	2 copies	
13.	Noise Study Report	2 copies	

PREAPPLICATION REVIEW MEETING: Prior to submitting an application, all are encouraged to meet with the Planning and Zoning Office who will review the applicant's proposal and site plan. No pre-application review meeting will be held on the day of the filing deadline. Applicants are required to bring the site plan and tax parcel identification number(s) to the meeting. Call 770-964-2244 to make an appointment.

REQUIRED ITEMS FOR USE PERMIT APPLICATIONS:

- ITEM 1. **SITE PLAN CHECKLIST:** The site plan checklist details the minimum requirements for site plans as specified by Chapter 62, Article V. The Building Process.
- ITEM 2. **APPLICATION FORM:** Original and notarized signatures of the property owner(s) and applicant(s) or a notarized statement by the applicant as to ownership are required. If a contract is used in lieu of the owner's signature, the signature on the contract must be an original and the contract must be valid for the duration of the rezoning process. See the application form for additional details.
- ITEM 3. **SURVEY:** An accurate, to scale, up-to-date certified survey of the property shown with metes and bounds must be submitted with the Use Permit Application. The survey should include existing thoroughfares;

with City of Fairburn. After the ARC/GRTA findings are complete, the rezoning/use permit will be placed on the next available agenda. It is the applicant's responsibility to contact and follow all ARC and GRTA review procedures. For details visit the ARC at www.atlantaregional.com and GRTA at www.grta.org/dri/home.htm or call ARC or GRTA at 404-463-3100.

- ITEM 13. **NOISE STUDY REPORT:** Any proposed use located within 1,000 feet of an expressway or within 3,000 feet of an active rail line.

Effective March 1, 2014 DEVELOPMENTS OF REGIONAL IMPACT Tiers and Development Thresholds	
Type of Development	Metropolitan Region
Office	Greater than 400,000 gross square feet
Commercial	Greater than 300,000 gross square feet
Wholesale & Distribution	Greater than gross 500,000 square feet
Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day
Housing	Greater than 400 new lots or units
Industrial	Greater than 500,000 gross square feet; or employing more than 1,600 workers; or covering more than 400 acres
Hotels	Greater than 400 rooms
Mixed Use	Gross square feet greater than 400,000 (with residential units calculated at either 1,800 square feet per unit or, if applicable, the minimum square footage allowed by local development regulations); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein
Airports	All new airports, runways and runway extensions
Attractions and Recreational Facilities	Greater than 1,500 parking spaces or a seating capacity of more than 6,000
Post Secondary Schools	New school with a capacity of more than 2,400 students; or expansion by at least 25 percent of capacity
Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more
Quarries, Asphalt and Cement Plants	New facility or expansion of existing facility by more than 50 percent
Wastewater Treatment Facilities	New major conventional treatment facility or expansion of existing facility by more than 50 percent; or community septic treatment facilities exceeding 150,000 gallons per day or serving a development project that meets or exceeds an applicable threshold as identified herein
Petroleum Storage Facilities	Storage greater than 50,000 barrels if within 1,000 feet of any water supply; otherwise, storage capacity greater than 200,000 barrels
Water Supply Intakes/Public Wells/Reservoirs/Treatment Facilities	New facilities
Intermodal Terminals	New facilities
Truck Stops	A new facility with more than three (3) diesel fuel pumps, or containing a half acre of truck parking or 10 truck parking spaces
Correctional/Detention Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day



APPLICATION FOR USE PERMIT

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Date Received: _____

USE PERMIT #: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name: Joseph M. Brickman
Address: 312 Sycamore Street, Decatur, Georgia 30030
Phone: 404-446-9069 Cell: _____ Fax: _____
Email Address: jbrickman@williamsteusink.com

OWNER INFORMATION (If different from Applicant)

Owner Name: GRAHAM OWNER LLC
Address: 30 Hudson Yards, Suite 7500, New York, NY 10001
Phone: 404-446-9069 Cell: _____ Fax: _____
Email Address: jbrickman@williamsteusink.com

PROPERTY INFORMATION

Address: 7472 Graham Road, Fairburn, Georgia 30213
Parcel ID#: 09F110000440513 Land Lot: 43 and 44 District: 9-F

SECTION I

USE PERMIT REQUEST

Office use only:

USE PERMIT CASE # _____ ROAD FRONTAGE: _____

Under the provisions of Chapter 80, Article IV of the Zoning Ordinance, application is hereby made to obtain a Use Permit as follows:

CURRENT ZONING: M-2

USE PERMIT REQUEST: Truck Terminal, per Code Section 80-239



USE PERMIT CONSIDERATIONS

Applicant: Joseph M. Brickman

Analyze the impact of the proposed use permit with the following questions:

1. Whether the proposed use is consistent with the comprehensive land use plan adopted by the City Council? See attached.

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

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

4. The effects of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets? See attached.

5. The location and number of off-street parking spaces? See attached.

6. The amount and location of open spaces? See attached.

7. Protective screening? See attached.

8. Hours and manner of operation? See attached.



DISCLOSURE REPORT

Office use only:

USE PERMIT PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the use permit petition, or an attorney or agent of the applicant or opponent for the use permit petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE:

YES

NO

If the answer is YES, proceed to sections 1 through 4.

If the answer is NO, complete only section 4.

1. **CIRCLE ONE:**

Party to Petition

In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.

If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this use permit petition: _____

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Joseph M. Brickman

Signature: Joseph M. Brickman Date: 12/10/25

PUBLIC PARTICIPATION PLAN

Applicant: Joseph M. Brickman

1. The following individuals (property owners within 500 feet of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified:

See attached.

2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

Letters and meeting notices.

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

Individuals and others listed in part (1), above, will be allowed to participate and provide comment and feedback on this application at a virtual meeting held on or prior to January 13, 2026.

Attach additional sheets as needed.

SITE PLAN CHECKLIST

Site plans for use permit petitions must be folded, drawn to scale, no larger than 30" x 42", and shall, at a minimum, include the following information:

ITEM #	DESCRIPTION	CHECK
1	An accurate, up-to-date and certified survey of the property	✓
2	Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan.	✓
3	Vicinity map with North arrow showing the property in relation to the general area	✓
4	Acreage of subject property	✓
5	Location of land lot lines and identification of land lots	✓
6	Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property; Proposed streets on the subject site	✓
7	Current zoning of the subject site with required and/or proposed setbacks and adjoining properties	✓
8	Total are of the site, and the areas of the proposed to be devoted to impervious surfaces	✓
9	Proposed off-site layout including buildings, drives, parking, walkways, landscaped-areas, tree save area, buffers, easements, utilities and any other features necessary to properly present the development	✓
10	Layout and minimum lot size of proposed single-family residential lots	N/A
11	Topography on subject site	✓
12	Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed	✓
13	Required and proposed parking spaces; Loading and unloading facilities	✓
14	Wetlands, lakes, streams and other waters on the site and associated buffers including the 100 year flood-plain, if appropriate.	N/A
15	Proposed stormwater management facilities	✓
16	Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used.	N/A

Office use only:

Application reviewed by:

Staff signature: _____ Date: _____
Community Development/
Planning and Zoning

Staff printed name: _____

FEE SCHEDULE	
USE PERMIT	\$500 each
PUBLIC HEARING SIGN	\$31 each

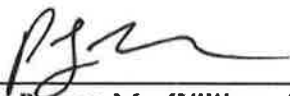
Methods of payment: Cash, Money Order and Credit Cards (except American Express)

(MAKE CHECKS PAYABLE TO THE CITY OF FAIRBURN)

IN WITNESS WHEREOF, the undersigned has executed this instrument under seal to be effective as of the Effective Date.

GRANTOR:

LIT/HODGES DEVELOPMENT HOLDCO,
LLC, a Delaware limited liability company

By:  (SEAL)
Name: Payson MacWilliam, Jr.
Title: Senior Vice President

Signed, sealed and delivered in the presence of:


Unofficial Witness
Print Name: Patti Baumgart


Notary Public
Print Name: Cheyenne Nicole Dendy
My Commission Expires: 12/15/25

[AFFIX NOTARY SEAL]

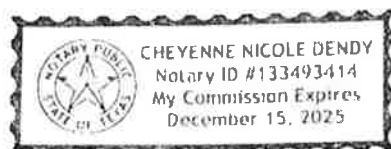


EXHIBIT B

PERMITTED EXCEPTIONS

1. All taxes for 2025 and subsequent years.
2. Flood Plain Indemnification from M.D. Hodges Enterprises, Inc. to Fulton County, a political subdivision of the State of Georgia, dated August 20, 1986, filed for record January 23, 1990, recorded in Deed Book 13123, Page 41.
3. Road Agreement, dated May 15, 1972, and recorded September 8, 1972, in Deed Book 5649, Page 263.
4. Indemnification Flood Plain, made by M.D. Hodges Enterprises, Inc. and Fulton County, a political subdivision of the State of Georgia, dated November 6, 1987, and recorded October 27, 1989, in Deed Book 11166, Page 284.
5. Indemnification Flood Plain, made by M.D. Hodges Enterprises, Inc., a Georgia corporation and Fulton County, a political subdivision of the State of Georgia, dated November 6, 1987, and recorded October 27, 1989, in Deed Book 12908, Page 339.
6. Certificate of Compliance with Declaration of Protective Covenants for Southpark – Phases I, II and II, Fulton County, Georgia, made by M.D. Hodges Enterprises, Inc., a Georgia corporation and the Agricultural Review Committee, dated May 13, 1992, and recorded May 18, 1992, in Deed Book 15342, Page 239.
7. Right of Way Deed, made by M.D. Hodges Enterprises, Inc., a Georgia corporation and the Department of Transportation, dated November 12, 2003, and recorded December 4, 2003, in Deed Book 36615, Page 32.
8. Easement, made by LIT/Hodges Development Holdco, LLC, a Delaware limited liability company and American Tower, L.P., a Delaware limited partnership, dated June 28, 2010, and recorded August 2, 2010, in Deed Book 49232, Page 369.

**NOTARIZED AUTHORIZATION BY PROPERTY OWNER
FOR REPRESENTATION**

7472 Graham Road, Fairburn, Fulton County, Georgia 30213
(Tax Parcel ID No. 09F110000440513)

I, Michael D. Caro, swear and affirm that I am the owner of that certain real property located at and known as 7472 Graham Road, Fairburn, Fulton County, Georgia 30213 (Tax Parcel ID No. 09F110000440513), as shown in the records of Fulton County, Georgia, which is the subject matter of the attached Application. I authorize the person and firm named below to act as the Applicant and my representative in pursuit of this Application.

Name of Applicant: Joseph M. Brickman

Name of Firm: Williams Teusink, LLC

Address: The Sycamore Building
312 Sycamore Street
Decatur, Georgia 30030

Telephone No.: (404) 373-9590

Email: jbrickman@williamsteusink.com

GRAHAM OWNER LLC

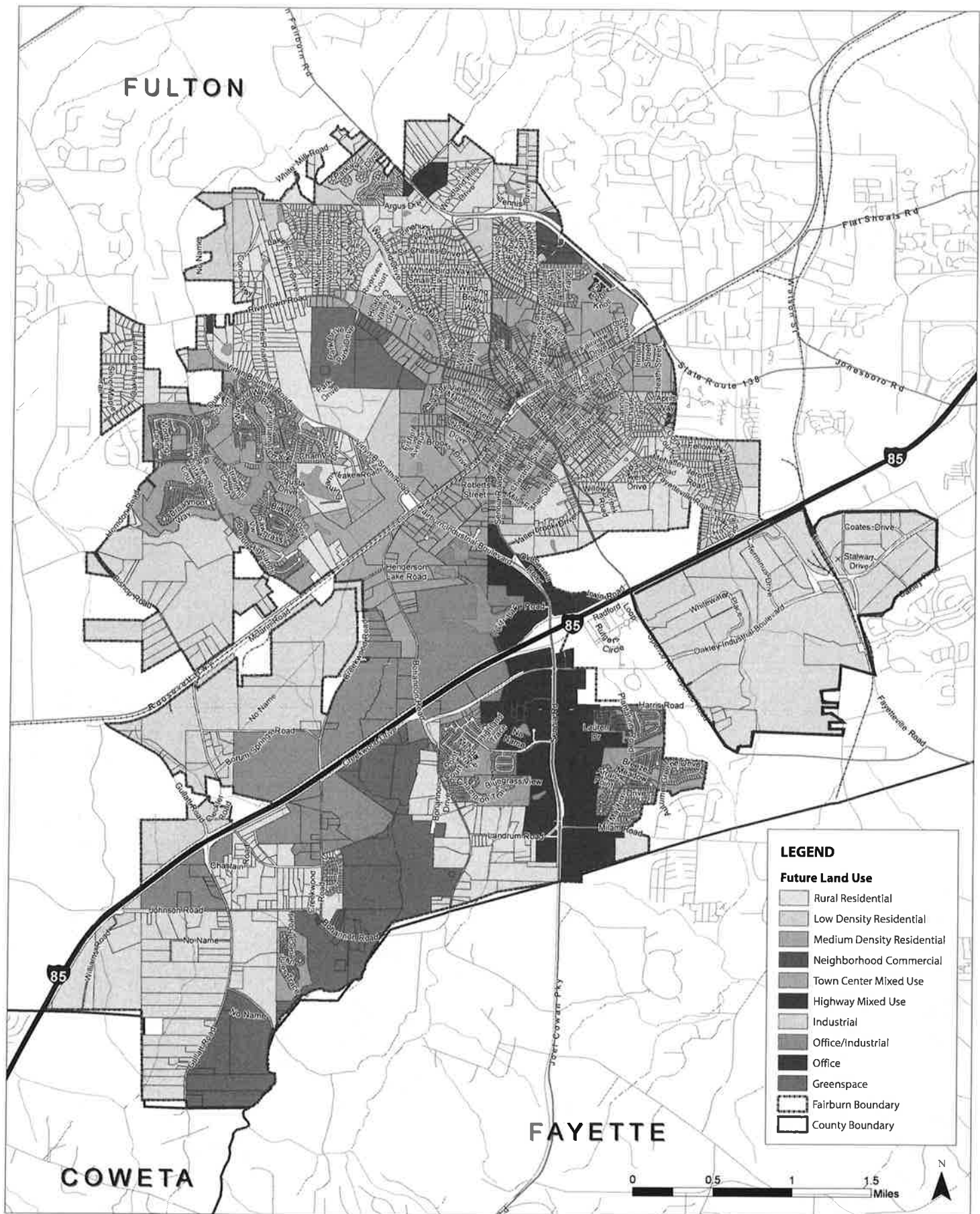

By: Michael D. Caro
Title: Vice President

Sworn and subscribed
Before me this 1st day of December, 2025


Notary Public

Commission Expiration Date: 10/25/27





Adopted: May 11, 2015
Amended: July 27, 2015

City of Fairburn Future Land Use



Sec. 80-239. - Truck terminals/truck stops.

(a) *Allowable districts:* M-1, M-2.

(b) *Standards:*

- (1) The lot upon which the truck stop is located, including all structures and parking spaces, must be a minimum of five acres.
- (2) No such use is allowed within 5,000 feet in any direction from an existing similar use.
- (3) On-site security shall be provided by the owner or operator of the truck stop 24 hours a day, seven days a week.
- (4) No long-term storage of trailers or trucks shall be allowed on the lot.
- (5) No overnight or sleeping facilities shall be provided on the lot.

(Ord. of 10-28-2019(1).)



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Award ITB #25-026 for On-Call Tree Removal Services

ITEM TYPE: Contract

SUBMITTED: 02/18/2026 **WORK SESSION:** N/A **COUNCIL MEETING:** 02/23/2026

DEPARTMENT: General Services

BUDGET IMPACT: \$55,000.00

PUBLIC HEARING: No

PURPOSE:

The purpose of the On-Call Tree Removal service is to assist the General Services department with multiple tree removals during and after storms, trees in excess of 20 feet, and removal of dead and/or damaged trees.

HISTORY:

The ITB #25-026 for On-Call Tree Removal Services was open for bid on November 30, 2025. The bid was posted on multiple procurement portals and closed on December 18, 2025.

- 541 vendors were notified of the opportunity
- 60 vendors partially or completely downloaded the solicitation information
- 5 vendors responded to the solicitation

The three vendors deemed most responsible and responsive with the lowest cost proposals were M. Mitchell Group, Executive Realty Solutions, Inc, and One, Two, Tree, LLC.

FACTS AND ISSUES:

The City of Fairburn has damaged trees as well as trees that exceed 20 feet that require the assistance of licensed tree climbers.

FUNDING SOURCE:

Contract Services: 100-4200-52-3900

RECOMMENDED ACTION:

Request Mayor and Council approval to award ITB #25-026, On-Call Tree Removal Services for the City

of Fairburn to M. Mitchell Group, Executive Realty Solutions, Inc, and One Two Tree, LLC, and to authorize the Mayor to execute the agreements in substantially the form attached to the agenda, with such changes as are recommended by the City Attorney.

ATTACHMENTS:

1. The M Mitchell Group, LLC. Service Agreement
2. Executive Realty Solutions, Inc. Service Agreement
3. One Two Tree, LLC. Service Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ (the “Effective Date”) by and between the CITY OF FAIRBURN, GEORGIA, (hereinafter referred to as “City”), and The M Mitchell Group, LLC (the “Contractor”). City and Contractor are referred to each as a Party and, collectively, as the Parties.

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties; provided, however, to the extent the terms and conditions in any such document, contract, agreement or exhibit conflict with the terms and conditions of this Professional Services Agreement (“PSA”), the City's PSA and its terms and conditions shall govern and control and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate nonconflicting and overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.
2. Services to be Performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit “A”, attached hereto and incorporated by reference herein (the “Services”) in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.
3. Contractor’s Representations: The Contractor hereby represents and warrants the following to the City:
 - a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.
 - b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

- c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.
 - d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.
 - e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.
4. Compensation. The City agrees to pay Contractor in accordance with Exhibit “B” attached to this Agreement and incorporated by reference herein (the “Compensation Schedule”). Additional fees shall be discussed and agreed upon before Contractor can proceed. The City shall pay Contractor within 30 days of receipt of Contractor’s invoice in an approved form. No interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City, or for breach of any material term of this Agreement, which deficiency or material breach is not remedied within seven (7) business days after receipt of written notice of the same by the City. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.
5. Budget. Contractor acknowledges that the City’s financial obligations under the Agreement are subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.
6. Term. This Agreement shall be effective as of the Effective Date and shall terminate absolutely and without further obligation on the part of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement (unless otherwise terminated as provided herein) shall be automatically renewed for four (4) one (1) year terms (each a Renewal Term”), unless the City gives written notice of non-renewal not later than thirty (30) days prior to the expiration of the then current Renewal Term. Notwithstanding the foregoing, Contractor acknowledges that any potential expenditure for this Agreement outside the then current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the Agency. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this Agreement. To the maximum extent permitted under applicable law and, in that regard, the City and the Contractor expressly acknowledge and agree that this Agreement shall be

subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of this Agreement shall be interpreted and construed to be lawful and permissible under all circumstances under such statute.

7. Termination. Either Party may terminate this Agreement without cause, by giving the other Party thirty (30) days written notice of termination. Either Party may terminate this Agreement for cause by giving the other Party hereto thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination for cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.
9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.
10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the Parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement and will not be considered an agent or employee of the City for any purpose. Contractor shall have sole control over the manner and means of providing the services performed under this Agreement. As an independent contractor, Contractor is responsible for all taxes incident to payments received for services rendered hereunder, including without limitation, all state and federal income taxes, payroll and other taxes, and Worker's Compensation insurance. Contractor shall provide all materials necessary for fulfillment of this Agreement, excluding the site.
12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.
13. Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.
14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.
15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not

limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.
17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.
18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the City:

City Administrator
Attn: Tony M. Phillips, CPM®
City of Fairburn
314 NW Broad Street
Fairburn, GA 30213
770-964-2244
tphillips@fairburn.com

If to Contractor:

The M Mitchell Group, LLC
167 Watson Street
Carrollton, GA 30117
Attn: _____

With a copy to:

City Attorney
Rory K. Starkey, Esq.
The Starkey Law Group, LLC
561 Thornton Road, Suite G
Lithia Springs, GA 30122
(678) 909-2096
rkstarkeygovtlaw@starkeylawgroup.com

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as “E-Verify.” Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.
21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.
22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the “Drug-Free Workplace Act”.
23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.
24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.
25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).
26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF FAIRBURN, GA

The M Mitchell Group, LLC

Hattie Portis-Jones, Mayor

Authorized Signatory
Title: _____

ATTESTED BY:

Deannia Ray, City Clerk

(SEAL)

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney

EXHIBIT “A” – SCOPE OF SERVICES

Bid 25-026 On-Call Tree Removal Services

Scope of Work:

The City of Fairburn is seeking a Contractor(s) to perform tree removal services, or emergency services for various locations throughout the City of Fairburn. Typical services performed under this contract may include scheduled services, and emergency repairs. The contractor's scope of services is currently envisioned to include but not limited to the following:

- Assessment and planning: Evaluate the tree's condition, size, and location to determine the best removal method and necessary safety precautions.
- Tree removal: Safely fell the tree and cut it into manageable sections, using techniques like climbing with ropes and rigging, or using aerial lifts and boom trucks.
- Pruning: Remove dead, diseased, or hazardous branches to improve the tree's health and appearance, making cuts just outside the branch collar.
- Debris cleanup: Remove all logs, branches, vines, and other debris from the site, including chipping brush and loading trucks for off-site disposal.
- Stump grinding (if included): Grind the stump down to a specified depth and remove the resulting debris.

EXHIBIT “B” – COMPENSATION SCHEDULE

BID SCHEDULE**ITB 25-026, City of Fairburn On-Call Tree Removal Services**

*** Include completed bid schedule with your bid ***

Item No.	Item Description	Unit	Unit Rate
1	Foreman/Superintendent (Normal Hours)	HR	55.00
2	Foreman/Superintendent (Night Holiday, and Weekend Hours)	HR	85.00
3	Technician (Normal Hours)	HR	45.00
4	Technician (Night Holiday, and Weekend Hours)	HR	65.00
5	Helper/Laborer (Normal Hours)	HR	26.00
6	Helper/Laborer (Night Holiday, and Weekend Hours)	HR	36.00
7	Equipment Operator (Normal Hours)	HR	42.00
8	Equipment Operator (Night Holiday, and Weekend Hours)	HR	56.00
9	Bobcat/Trencher Rental (Normal Hours)	HR	18.00
10	Bobcat/Trencher Rental (Night Holiday, and Weekend Hours)	HR	35.00
11	Backhoe/Loader (Normal Hours)	HR	46.00
12	Backhoe/Loader (Night Holiday, and Weekend Hours)	HR	78.00
13	Dump Truck Rental (Normal Hours)	HR	95.00
14	Dump Truck Rental (Night Holiday, and Weekend Hours)	HR	125.00
15	Crane Rental (Normal Hours)	HR	185.00
16	Crane Rental (Night Holiday, and Weekend Hours)	HR	245.00



Authorized Signature12/16/25

DateMARCUS MITCHELL

Print NameTHE M MITCHELL GROUP, LLC

Business Namemarcus@themitchellgroup.com

Email404-886-4338

Phone

COST PROPOSAL

EMERGENCY RESPONSE

COMPLETE TREE REMOVAL (ALL INCLUSIVE)			
No.	Description	Quantity	Unit Price
1.	From 0" – 6" dbh per tree	1	\$ 750.00
2.	Over 6" to 12" dbh per tree	1	\$ 850.00
3.	Over 12" to 18" dbh per tree	1	\$ 1150.00
4.	Over 18" to 24" dbh per tree	1	\$ 1550.00
5.	Over 24" to 36" dbh per tree	1	\$ 1650.00
6.	Over 36" dbh per tree	1	\$ 1900.00
CLEARANCE TREE PRUNING (ALL INCLUSIVE)			
1.	1-50 tree per list per tree	1	\$ 600.00
2.	Over 50 trees per list per tree	1	\$ 500.00
TREE & STUMP REMOVALS (ALL INCLUSIVE)			
1.	From 0"-6" dbh per tree	1	\$ 1350.00
2.	Over 6" to 12" dbh per tree	1	\$ 1600.00
3.	Over 12" to 18" dbh per tree	1	\$ 1650.00
4.	Over 18" to 24" dbh per tree	1	\$ 1950.00
5.	Over 24" to 36" dbh per tree	1	\$ 1950.00
6.	Over 36" dbh per tree	1	\$ 2250.00
PRESTAGING EMERGENCY SERVICES (Separate from Other Emergency Services)			
No.	Description	Quantity	Rate
1.	Standard Emergency Crew	(3) Member Crew/ 4 Hour Minimum	\$ 600.00
2.	Crane with Operator (30 ton minimum for crane)	(3) Member Crew/ 4 Hour Minimum	\$ 900.0

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ (the “Effective Date”) by and between the CITY OF FAIRBURN, GEORGIA, (hereinafter referred to as “City”), and Executive Realty Solutions, Inc (the “Contractor”). City and Contractor are referred to each as a Party and, collectively, as the Parties.

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties; provided, however, to the extent the terms and conditions in any such document, contract, agreement or exhibit conflict with the terms and conditions of this Professional Services Agreement (“PSA”), the City's PSA and its terms and conditions shall govern and control and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate nonconflicting and overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.
2. Services to be Performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit “A”, attached hereto and incorporated by reference herein (the “Services”) in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.
3. Contractor’s Representations: The Contractor hereby represents and warrants the following to the City:
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 - b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

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 - e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.
4. Compensation. The City agrees to pay Contractor in accordance with Exhibit “B” attached to this Agreement and incorporated by reference herein (the “Compensation Schedule”). Additional fees shall be discussed and agreed upon before Contractor can proceed. The City shall pay Contractor within 30 days of receipt of Contractor’s invoice in an approved form. No interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City, or for breach of any material term of this Agreement, which deficiency or material breach is not remedied within seven (7) business days after receipt of written notice of the same by the City. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.
5. Budget. Contractor acknowledges that the City’s financial obligations under the Agreement are subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.
6. Term. This Agreement shall be effective as of the Effective Date and shall terminate absolutely and without further obligation on the part of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement (unless otherwise terminated as provided herein) shall be automatically renewed for four (4) one (1) year terms (each a Renewal Term”), unless the City gives written notice of non-renewal not later than thirty (30) days prior to the expiration of the then current Renewal Term. Notwithstanding the foregoing, Contractor acknowledges that any potential expenditure for this Agreement outside the then current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the Agency. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this Agreement. To the maximum extent permitted under applicable law and, in that regard, the City and the Contractor expressly acknowledge and agree that this Agreement shall be

subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of this Agreement shall be interpreted and construed to be lawful and permissible under all circumstances under such statute.

7. Termination. Either Party may terminate this Agreement without cause, by giving the other Party thirty (30) days written notice of termination. Either Party may terminate this Agreement for cause by giving the other Party hereto thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination for cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.
9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.
10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the Parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement and will not be considered an agent or employee of the City for any purpose. Contractor shall have sole control over the manner and means of providing the services performed under this Agreement. As an independent contractor, Contractor is responsible for all taxes incident to payments received for services rendered hereunder, including without limitation, all state and federal income taxes, payroll and other taxes, and Worker's Compensation insurance. Contractor shall provide all materials necessary for fulfillment of this Agreement, excluding the site.
12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.
13. Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.
14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.
15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not

limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.
17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.
18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the City:

City Administrator
Attn: Tony M. Phillips, CPM®
City of Fairburn
314 NW Broad Street
Fairburn, GA 30213
770-964-2244
tphillips@fairburn.com

If to Contractor:

Executive Realty Solutions, Inc
6686 Browns Mill Ferry Drive
Lithonia GA 30038

Attn: _____

With a copy to:

City Attorney
Rory K. Starkey, Esq.
The Starkey Law Group, LLC
561 Thornton Road, Suite G
Lithia Springs, GA 30122
(678) 909-2096
rkstarkeygovtlaw@starkeylawgroup.com

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as “E-Verify.” Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.
21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.
22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the “Drug-Free Workplace Act”.
23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.
24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.
25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).
26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF FAIRBURN, GA

Executive Realty Solutions, Inc

Hattie Portis-Jones, Mayor

Authorized Signatory
Title: _____

ATTESTED BY:

Deannia Ray, City Clerk

(SEAL)

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney

EXHIBIT “A” – SCOPE OF SERVICES

Bid 25-026 On-Call Tree Removal Services

Scope of Work:

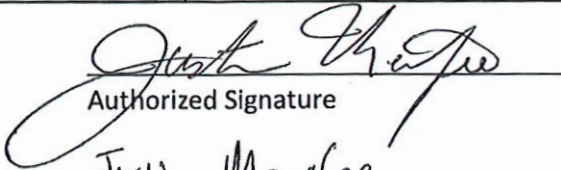
The City of Fairburn is seeking a Contractor(s) to perform tree removal services, or emergency services for various locations throughout the City of Fairburn. Typical services performed under this contract may include scheduled services, and emergency repairs. The contractor's scope of services is currently envisioned to include but not limited to the following:

- Assessment and planning: Evaluate the tree's condition, size, and location to determine the best removal method and necessary safety precautions.
- Tree removal: Safely fell the tree and cut it into manageable sections, using techniques like climbing with ropes and rigging, or using aerial lifts and boom trucks.
- Pruning: Remove dead, diseased, or hazardous branches to improve the tree's health and appearance, making cuts just outside the branch collar.
- Debris cleanup: Remove all logs, branches, vines, and other debris from the site, including chipping brush and loading trucks for off-site disposal.
- Stump grinding (if included): Grind the stump down to a specified depth and remove the resulting debris.

EXHIBIT “B” – COMPENSATION SCHEDULE

BID SCHEDULE
ITB 25-026, City of Fairburn On-Call Tree Removal Services
 *** Include completed bid schedule with your bid ***

Item No.	Item Description	Unit	Unit Rate
1	Foreman/Superintendent (Normal Hours)	HR	110. ⁰⁰
2	Foreman/Superintendent (Night Holiday, and Weekend Hours)	HR	125. ⁰⁰
3	Technician (Normal Hours)	HR	95. ⁰⁰
4	Technician (Night Holiday, and Weekend Hours)	HR	110. ⁰⁰
5	Helper/Laborer (Normal Hours)	HR	60. ⁰⁰
6	Helper/Laborer (Night Holiday, and Weekend Hours)	HR	95. ⁰⁰
7	Equipment Operator (Normal Hours)	HR	120. ⁰⁰
8	Equipment Operator (Night Holiday, and Weekend Hours)	HR	180. ⁰⁰
9	Bobcat/Trencher Rental (Normal Hours)	HR	150. ⁰⁰
10	Bobcat/Trencher Rental (Night Holiday, and Weekend Hours)	HR	200. ⁰⁰
11	Backhoe/Loader (Normal Hours)	HR	250. ⁰⁰
12	Backhoe/Loader (Night Holiday, and Weekend Hours)	HR	300. ⁰⁰
13	Dump Truck Rental (Normal Hours)	HR	200. ⁰⁰
14	Dump Truck Rental (Night Holiday, and Weekend Hours)	HR	350. ⁰⁰
15	Crane Rental (Normal Hours)	HR	500. ⁰⁰
16	Crane Rental (Night Holiday, and Weekend Hours)	HR	650. ⁰⁰


 Authorized Signature

12/17/2025
 Date

Justin Meniskee
 Print Name

Executive Realty Solutions, Inc.
 Business Name

JMeniskee@ersreo.com
 Email

678-702-1765
 Phone

NON-EMERGENCY

COMPLETE TREE REMOVAL			
No.	Description	Quantity	Unit Price
1.	From 0" - 6" dbh per tree	1	\$ 175. ⁰⁰
2.	Over 6" to 12" dbh per tree	1	\$ 280. ⁰⁰
3.	Over 12" to 18" dbh per tree	1	\$ 475. ⁰⁰
4.	Over 18" to 24" dbh per tree	1	\$ 875. ⁰⁰
5.	Over 24" to 36" dbh per tree	1	\$ 2,000. ⁰⁰
6.	Over 36" dbh per tree	1	\$ 2,300. ⁰⁰
CLEARANCE TREE PRUNING			
1.	1-50 tree per list per tree	1	\$ 140. ⁰⁰
2.	Over 50 trees per list per tree	1	\$ 110. ⁰⁰
TREE & STUMP REMOVALS			
1.	From 0"-6" dbh per tree	1	\$ 325. ⁰⁰
2.	Over 6" to 12" dbh per tree	1	\$ 485. ⁰⁰
3.	Over 12" to 18" dbh per tree	1	\$ 700. ⁰⁰
4.	Over 18" to 24" dbh per tree	1	\$ 1,400. ⁰⁰
5.	Over 24" to 36" dbh per tree	1	\$ 1,800. ⁰⁰
6.	Over 36" dbh per tree	1	\$ 2,800. ⁰⁰
GENERAL LABOR AND EQUIPMENT COST AS NEEDED BY CITY (Non-Emergency or scheduled work)			
No.	Description	Quantity	Rate
1.	(2) man crew with standard equipment/HR	(2) Member Crew/ 4 Hour Minimum	\$ 900. ⁰⁰
2.	(3) man crew with standard equipment/HR	(3) Member Crew/ 4 Hour Minimum	\$ 1,200. ⁰⁰
3.	(4) man crew with standard equipment/HR	(4) Member Crew/ 4 Hour Minimum	\$ 1,750. ⁰⁰
TRAFFIC CONTROL			
No.	Description	Quantity	Rate
1.	(2) man flagging crew /HR	Per Day	\$ 1,650. ⁰⁰
No.	Description	Quantity	Unit Price
2.	Full Detour Setup with Type III Barricades and signage	Per Day	\$ 3,000. ⁰⁰
STUMP ONLY REMOVALS			
Option#1 - Grind to specifications only			
No.	Description	Quantity	Unit Price
1.	From 0"-6" dbh per tree	1	\$ 200. ⁰⁰
2.	Over 6" to 12" dbh per tree	1	\$ 400. ⁰⁰
3.	Over 12" to 18" dbh per tree	1	\$ 500. ⁰⁰
4.	Over 18" to 24" dbh per tree	1	\$ 800. ⁰⁰
5.	Over 24" to 36" dbh per tree	1	\$ 1,200. ⁰⁰
6.	Over 36" dbh per tree	1	\$ 1,700. ⁰⁰
Option #2 - Grind to specifications with soil backfill			

COST PROPOSAL

EMERGENCY RESPONSE

COMPLETE TREE REMOVAL (ALL INCLUSIVE)			
No.	Description	Quantity	Unit Price
1.	From 0" – 6" dbh per tree	1	\$ 200.00
2.	Over 6" to 12" dbh per tree	1	\$ 300.00
3.	Over 12" to 18" dbh per tree	1	\$ 575.00
4.	Over 18" to 24" dbh per tree	1	\$ 1,000.00
5.	Over 24" to 36" dbh per tree	1	\$ 2,200.00
6.	Over 36" dbh per tree	1	\$ 2,750.00
CLEARANCE TREE PRUNING (ALL INCLUSIVE)			
1.	1-50 tree per list per tree	1	\$ 160.00
2.	Over 50 trees per list per tree	1	\$ 140.00
TREE & STUMP REMOVALS (ALL INCLUSIVE)			
1.	From 0"-6" dbh per tree	1	\$ 360.00
2.	Over 6" to 12" dbh per tree	1	\$ 525.00
3.	Over 12" to 18" dbh per tree	1	\$ 775.00
4.	Over 18" to 24" dbh per tree	1	\$ 1,500.00
5.	Over 24" to 36" dbh per tree	1	\$ 2,000.00
6.	Over 36" dbh per tree	1	\$ 2,800.00
PRESTAGING EMERGENCY SERVICES (Separate from Other Emergency Services)			
No.	Description	Quantity	Rate
1.	Standard Emergency Crew	(3) Member Crew/ 4 Hour Minimum	\$ 1,250.00
2.	Crane with Operator (30 ton minimum for crane)	(3) Member Crew/ 4 Hour Minimum	\$ 3,600.00

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ (the “Effective Date”) by and between the CITY OF FAIRBURN, GEORGIA, (hereinafter referred to as “City”), and One Two Tree, LLC (the “Contractor”). City and Contractor are referred to each as a Party and, collectively, as the Parties.

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties; provided, however, to the extent the terms and conditions in any such document, contract, agreement or exhibit conflict with the terms and conditions of this Professional Services Agreement (“PSA”), the City's PSA and its terms and conditions shall govern and control and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate nonconflicting and overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.
2. Services to be Performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit “A”, attached hereto and incorporated by reference herein (the “Services”) in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.
3. Contractor’s Representations: The Contractor hereby represents and warrants the following to the City:
 - a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.
 - b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

- c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.
 - d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.
 - e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.
- 4. Compensation. The City agrees to pay Contractor in accordance with Exhibit “B” attached to this Agreement and incorporated by reference herein (the “Compensation Schedule”). Additional fees shall be discussed and agreed upon before Contractor can proceed. The City shall pay Contractor within 30 days of receipt of Contractor’s invoice in an approved form. No interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City, or for breach of any material term of this Agreement, which deficiency or material breach is not remedied within seven (7) business days after receipt of written notice of the same by the City. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.
- 5. Budget. Contractor acknowledges that the City’s financial obligations under the Agreement are subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.
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subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of this Agreement shall be interpreted and construed to be lawful and permissible under all circumstances under such statute.

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8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.
9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.
10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the Parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement and will not be considered an agent or employee of the City for any purpose. Contractor shall have sole control over the manner and means of providing the services performed under this Agreement. As an independent contractor, Contractor is responsible for all taxes incident to payments received for services rendered hereunder, including without limitation, all state and federal income taxes, payroll and other taxes, and Worker's Compensation insurance. Contractor shall provide all materials necessary for fulfillment of this Agreement, excluding the site.
12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.
13. Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.
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limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.
17. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other Party.
18. Notices. Any notice shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the City:

City Administrator
Attn: Tony M. Phillips, CPM®
City of Fairburn
314 NW Broad Street
Fairburn, GA 30213
770-964-2244
tphillips@fairburn.com

If to Contractor:

One Two Tree, LLC
1199 Longwood Dr SW
Marietta, GA 30008
Attn: _____

With a copy to:

City Attorney
Rory K. Starkey, Esq.
The Starkey Law Group, LLC
561 Thornton Road, Suite G
Lithia Springs, GA 30122
(678) 909-2096
rkstarkeygovtlaw@starkeylawgroup.com

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as “E-Verify.” Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.
21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.
22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the “Drug-Free Workplace Act”.
23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.
24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.
25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).
26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF FAIRBURN, GA

One Two Tree, LLC

Hattie Portis-Jones, Mayor

Authorized Signatory
Title: _____

ATTESTED BY:

Deannia Ray, City Clerk

(SEAL)

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney

EXHIBIT “A” – SCOPE OF SERVICES

Bid 25-026 On-Call Tree Removal Services

Scope of Work:

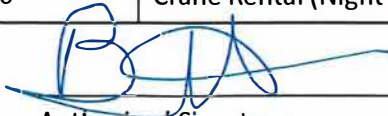
The City of Fairburn is seeking a Contractor(s) to perform tree removal services, or emergency services for various locations throughout the City of Fairburn. Typical services performed under this contract may include scheduled services, and emergency repairs. The contractor's scope of services is currently envisioned to include but not limited to the following:

- Assessment and planning: Evaluate the tree's condition, size, and location to determine the best removal method and necessary safety precautions.
- Tree removal: Safely fell the tree and cut it into manageable sections, using techniques like climbing with ropes and rigging, or using aerial lifts and boom trucks.
- Pruning: Remove dead, diseased, or hazardous branches to improve the tree's health and appearance, making cuts just outside the branch collar.
- Debris cleanup: Remove all logs, branches, vines, and other debris from the site, including chipping brush and loading trucks for off-site disposal.
- Stump grinding (if included): Grind the stump down to a specified depth and remove the resulting debris.

EXHIBIT “B” – COMPENSATION SCHEDULE

BID SCHEDULE
ITB 25-026, City of Fairburn On-Call Tree Removal Services
 *** Include completed bid schedule with your bid ***

Item No.	Item Description	Unit	Unit Rate
1	Foreman/Superintendent (Normal Hours)	HR	35
2	Foreman/Superintendent (Night Holiday, and Weekend Hours)	HR	47
3	Technician (Normal Hours)	HR	25
4	Technician (Night Holiday, and Weekend Hours)	HR	35
5	Helper/Laborer (Normal Hours)	HR	25
6	Helper/Laborer (Night Holiday, and Weekend Hours)	HR	35
7	Equipment Operator (Normal Hours)	HR	28
8	Equipment Operator (Night Holiday, and Weekend Hours)	HR	38
9	Bobcat/Trencher Rental (Normal Hours)	HR	65
10	Bobcat/Trencher Rental (Night Holiday, and Weekend Hours)	HR	80
11	Backhoe/Loader (Normal Hours)	HR	65
12	Backhoe/Loader (Night Holiday, and Weekend Hours)	HR	80
13	Dump Truck Rental (Normal Hours)	HR	75
14	Dump Truck Rental (Night Holiday, and Weekend Hours)	HR	95
15	Crane Rental (Normal Hours)	HR	250
16	Crane Rental (Night Holiday, and Weekend Hours)	HR	325



 Authorized Signature

12/17/2025

 Date

Brittany Hoke

 Print Name

One Two Tree, LLC

 Business Name

Bhoke@onetwotree.net

 Email

404-944-1086

 Phone

COST PROPOSAL

EMERGENCY RESPONSE

COMPLETE TREE REMOVAL (ALL INCLUSIVE)			
No.	Description	Quantity	Unit Price
1.	From 0" – 6" dbh per tree	1	\$ 150
2.	Over 6" to 12" dbh per tree	1	\$ 250
3.	Over 12" to 18" dbh per tree	1	\$ 1250
4.	Over 18" to 24" dbh per tree	1	\$ 1900
5.	Over 24" to 36" dbh per tree	1	\$ 2950
6.	Over 36" dbh per tree	1	\$ 3700
CLEARANCE TREE PRUNING (ALL INCLUSIVE)			
1.	1-50 tree per list per tree	1	\$ 265
2.	Over 50 trees per list per tree	1	\$ 225
TREE & STUMP REMOVALS (ALL INCLUSIVE)			
1.	From 0"-6" dbh per tree	1	\$ 250
2.	Over 6" to 12" dbh per tree	1	\$ 500
3.	Over 12" to 18" dbh per tree	1	\$ 1900
4.	Over 18" to 24" dbh per tree	1	\$ 2225
5.	Over 24" to 36" dbh per tree	1	\$ 3150
6.	Over 36" dbh per tree	1	\$ 4100
PRESTAGING EMERGENCY SERVICES (Separate from Other Emergency Services)			
No.	Description	Quantity	Rate
1.	Standard Emergency Crew	(3) Member Crew/ 4 Hour Minimum	\$ 250 per hr
2.	Crane with Operator (30 ton minimum for crane)	(3) Member Crew/ 4 Hour Minimum	\$ 650 per hr

NON-EMERGENCY

COMPLETE TREE REMOVAL			
No.	Description	Quantity	Unit Price
1.	From 0" – 6" dbh per tree	1	\$ 75
2.	Over 6" to 12" dbh per tree	1	\$150
3.	Over 12" to 18" dbh per tree	1	\$ 950
4.	Over 18" to 24" dbh per tree	1	\$1400
5.	Over 24" to 36" dbh per tree	1	\$2450
6.	Over 36" dbh per tree	1	\$3200
CLEARANCE TREE PRUNING			
1.	1-50 tree per list per tree	1	\$ 165
2.	Over 50 trees per list per tree	1	\$ 125
TREE & STUMP REMOVALS			
1.	From 0"-6" dbh per tree	1	\$ 150
2.	Over 6" to 12" dbh per tree	1	\$ 300
3.	Over 12" to 18" dbh per tree	1	\$1400
4.	Over 18" to 24" dbh per tree	1	\$ 1925
5.	Over 24" to 36" dbh per tree	1	\$ 2950
6.	Over 36" dbh per tree	1	\$ 3700
GENERAL LABOR AND EQUIPMENT COST AS NEEDED BY CITY (Non-Emergency or scheduled work)			
No.	Description	Quantity	Rate
1.	(2) man crew with standard equipment/HR	(2) Member Crew/ 4 Hour Minimum	\$ 70
2.	(3) man crew with standard equipment/HR	(3) Member Crew/ 4 Hour Minimum	\$ 105
3.	(4) man crew with standard equipment/HR	(4) Member Crew/ 4 Hour Minimum	\$ 140
TRAFFIC CONTROL			
No.	Description	Quantity	Rate
1.	(2) man flagging crew /HR	Per Day	\$560
No.	Description	Quantity	Unit Price
2.	Full Detour Setup with Type III Barricades and signage	Per Day	\$2000
STUMP ONLY REMOVALS			
Option#1 - Grind to specifications only			
No.	Description	Quantity	Unit Price
1.	From 0"-6" dbh per tree	1	\$ 75
2.	Over 6" to 12" dbh per tree	1	\$ 150
3.	Over 12" to 18" dbh per tree	1	\$ 225
4.	Over 18" to 24" dbh per tree	1	\$ 325
5.	Over 24" to 36" dbh per tree	1	\$ 425
6.	Over 36" dbh per tree	1	\$ 550
Option #2 - Grind to specifications with soil backfill			



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Benefits Renewal 2026

ITEM TYPE: Other

SUBMITTED: 02/18/2026 **WORK SESSION:** N/A **COUNCIL MEETING:** 02/23/2026

DEPARTMENT: Human Resources

BUDGET IMPACT: The cost associated with this renewal is an increase in the amount of \$146,212.32.

PUBLIC HEARING: No

PURPOSE:

Review City employee benefit renewal recommendations facilitated by the Baldwin Group for the 2026 plan year.

HISTORY:

Each year the City Administration, assigned broker, the Baldwin Group, the Human Resources and Finance departments review the City's employee benefit offerings and costs, and develop a benefits package designed to improve the health and well-being of the employees and families while at the same time being affordable to the employee and to the City.

FACTS AND ISSUES:

The City's benefits program has been designed for the 2026 plan year that offers a full scope of insurance products at the greatest value to the City and employee. The cost and rate changes associated with each carrier for the 2026 plan year include the following:

- Cigna Medical – 4% increase
- Cigna Dental – 5% increase
- Cigna Vision – No change in rates
- UNUM Life and Disability Plans – No change and renewal rates are at 3 year guarantee.
- Health Reimbursement Account (HRA) – Continue with current plan option
- Flexible Spending Account (FSA) – Continue with current plan

FUNDING SOURCE:

The cost is adequately funded within the adopted FY26 Budget.

RECOMMENDED ACTION:

Request Mayor and Council approval to proceed with the recommended renewal offerings and implementation of the 2026 employee benefits plan.

ATTACHMENTS:

1. 2026 Open Enrollment_Pay Deduction Rates_Feb 2026

City of Fairburn
2026 Premium Rate Sheet with HRA
April 1, 2026 - March 31, 2027

Coverage Type	Total Monthly Premium	City Monthly Contribution	Employee Monthly Contribution	Employee 24-Pay Period Deduction
MEDICAL (CIGNA)				
Employee Only	\$1,125.49	\$1,025.49	\$100.00	\$50.00
Employee & Spouse	\$2,239.72	\$1,789.72	\$450.00	\$225.00
Employee & Children	\$2,127.18	\$1,777.18	\$350.00	\$175.00
Family	\$3,353.96	\$2,603.96	\$750.00	\$375.00
DENTAL (CIGNA)				
Employee Only	\$46.26	\$14.85	\$31.41	\$15.71
Employee & Spouse	\$94.89	\$19.46	\$75.43	\$37.72
Employee & Children	\$83.30	\$18.37	\$64.93	\$32.47
Family	\$142.75	\$24.00	\$118.75	\$59.38
VISION (CIGNA)				
Employee Only	\$6.86	\$0.00	\$6.86	\$3.43
Employee & Spouse	\$12.03	\$0.00	\$12.03	\$6.02
Employee & Children	\$13.06	\$0.00	\$13.06	\$6.53
Family	\$19.93	\$0.00	\$19.93	\$9.97

HEALTH REIMBURSEMENT ACCOUNT (HRA)

The **HRA** plan pays up to \$2,500.00 towards individual deductible costs and up to \$5,000.00 towards family deductible costs for members on the Medical benefits.

FLEXIBLE SPENDING ACCOUNT (FSA)

The **Medical FSA** allows employees to set aside pre-tax dollars for qualifying medical, dental, and vision expenses throughout the year.

- IRS limit increased from \$3,300.00 to \$3,400.00
- IRS limit for rollover increased from \$660.00 to \$680.00

The **Dependent Care FSA** allows employees to set aside pre-tax dollars for qualifying dependent care expenses.

- The Dependent Care FSA contribution amount increased for 2026 from \$5,000 to \$7,500.





CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Award ITB #25-023 for Benefits Broker & Consultant Services

ITEM TYPE: Agreement

SUBMITTED: 02/18/2026 **WORK SESSION:** N/A **COUNCIL MEETING:** 02/23/2026

DEPARTMENT: Human Resources

BUDGET IMPACT: This action will have no direct financial impact on the City, as the insurance broker will be compensated through commissions paid directly by the insurance companies. These commissions are built into the City's insurance premiums that are already accounted for in the budget and no additional costs will be incurred.

PUBLIC HEARING: No

PURPOSE:

The City recently conducted an Invitation to Bid (ITB) process to solicit qualified benefit brokerage consultants to manage the City's medical, dental, vision, life, disability, and supplemental insurance programs.

HISTORY:

The City has historically utilized the Baldwin Group, formerly known as BKS Partners, for benefits and brokerage consulting services. To align with the City's commitment to fiscal transparency, it was determined that it was in the City's best interest to conduct its first formal Invitation to Bid (ITB) for these services. On October 30, 2025, the City issued ITB #25-023 for Benefits Broker & Consultant Services. The solicitation process consisted of the following:

- The bid was posted for three (3) weeks on multiple procurement portals
- 471 vendors were notified of the opportunity
- 49 vendors partially or completely downloaded the solicitation information
- 11 vendors responded to the solicitation

NFP, an Aon Company, was deemed as the most responsible, responsive vendor with the highest technical score.

FACTS AND ISSUES:

The selected broker, NFP, an Aon Company, was selected as the most responsive, responsible vendor submitting the highest scoring proposal. The selected broker will provide key services to include, but

not limited to, access to competitive markets, negotiation services for the City's benefit programs, strategic benefit plan development, compliance monitoring, and benchmarking.

FUNDING SOURCE:

Award of the service agreement as commissioned-based is built in the city's insurance premium which is already accounted for in the City's current appropriated fiscal year budget.

RECOMMENDED ACTION:

Request Mayor and Council approval to award ITB #25-023 for Benefits Broker & Consultant Services to NFP, an Aon Company, and to authorize the Mayor to execute the Professional Services Agreement.

ATTACHMENTS:

1. Professional Service Agreement - NFP Corporate Services - Final

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ (the “Effective Date”) by and between the CITY OF FAIRBURN, GEORGIA, (hereinafter referred to as “City”), and NFP (the “Contractor”). City and Contractor are referred to each as a Party and, collectively, as the Parties.

WHEREAS, the City desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor possesses the skills and experience to provide such services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Acceptance. This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties; provided, however, to the extent the terms and conditions in any such document, contract, agreement or exhibit conflict with the terms and conditions of this Professional Services Agreement (“PSA”), the City's PSA and its terms and conditions shall govern and control and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, unless a separate nonconflicting and overriding written contract has been entered into and signed by the Parties. The rights and duties of the Parties shall be subject to and governed by these Terms.
2. Services to be Performed. The Contractor agrees to perform fully and faithfully the services described in Exhibit “A”, attached hereto and incorporated by reference herein (the “Services”) in accordance with applicable standards. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the Parties in the manner provided for herein.
3. Contractor’s Representations: The Contractor hereby represents and warrants the following to the City:
 - a. Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.
 - b. Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

- c. Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.
 - d. Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.
 - e. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.
4. Compensation. The City agrees to pay Contractor in accordance with Exhibit “B” attached to this Agreement and incorporated by reference herein (the “Compensation Schedule”). Additional fees shall be discussed and agreed upon before Contractor can proceed. The City shall pay Contractor within 30 days of receipt of Contractor’s invoice in an approved form. No interest shall accrue on past-due amounts. In addition, payments otherwise due the Contractor may be withheld by the City on account of the Services being deemed deficient by the City, or for breach of any material term of this Agreement, which deficiency or material breach is not remedied within seven (7) business days after receipt of written notice of the same by the City. If the foregoing causes are remedied, then withheld payments shall be made promptly, and if not remedied within a reasonable time, the City may terminate this Agreement in the manner provided for herein.
5. Budget. Contractor acknowledges that the City’s financial obligations under the Agreement are subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the budget allocations for the current fiscal year. In the event that the source of any payment by the City as provided for herein is insufficient, in the sole discretion of the City, then this Agreement shall terminate without further obligation of the City.
6. Term. This Agreement shall be effective as of the Effective Date and shall terminate absolutely and without further obligation on the part of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement (unless otherwise terminated as provided herein) shall be automatically renewed for three (3) one (1) year terms (each a Renewal Term”), unless the City gives written notice of non-renewal not later than thirty (30) days prior to the expiration of any Renewal Term. Notwithstanding the foregoing, Contractor acknowledges that any potential expenditure for this Agreement outside the then current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the Agency. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this Agreement. To the maximum extent permitted under applicable law and, in that regard, the City and the Contractor expressly acknowledge and agree that this Agreement shall be

subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of this Agreement shall be interpreted and construed to be lawful and permissible under all circumstances under such statute.

7. Termination. Either Party may terminate this Agreement without cause, by giving the other Party thirty (30) days written notice of termination. Either Party may terminate this Agreement for cause by giving the other Party hereto thirty (30) days written notice of termination. The City shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder, or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the Agreement by providing a written notice of termination to the Contractor. Termination for cause shall include, but not be limited to, the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

In the event of termination of the Agreement for any reason by the City, the City shall pay those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Agreement and for which the City is obligated to pay pursuant to this Agreement.

8. Confidentiality. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.
9. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.
10. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

11. Independent Contractor. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the Parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement and will not be considered an agent or employee of the City for any purpose. Contractor shall have sole control over the manner and means of providing the services performed under this Agreement. As an independent contractor, Contractor is responsible for all taxes incident to payments received for services rendered hereunder, including without limitation, all state and federal income taxes, payroll and other taxes, and Worker's Compensation insurance. Contractor shall provide all materials necessary for fulfillment of this Agreement, excluding the site.
12. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the City or who come into contact with any employee of the City shall comply with the City's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by City personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the City in investigating the charge or accusation. If the charge is established, the Contractor will take appropriate action to sanction the violation and to ensure that there were no further violations. The City may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.
13. Limitation of Liability. IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.
14. Insurance. The Contractor shall maintain at all times at least the minimum levels of insurance required by law and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth by law. The Contractor shall provide the City original Certificates of Insurance satisfactory to the City to evidence such coverage before any work commences.
15. Indemnification. The Contractor shall indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the services being performed under this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, its delegates, agents or employees, including but not

limited to costs and a reasonable attorney's fee. The City may, at its sole discretion, defend itself or allow the Contractor to provide the defense.

16. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.
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- a. If to the City:

City Administrator
Attn: Tony M. Phillips, CPM
City of Fairburn
314 NW Broad Street
Fairburn, GA 30213
770-964-2244
tphillips@fairburn.com

- b. With a copy to:

City Attorney
Rory K. Starkey, Esq.
The Starkey Law Group (SLG)
561 Thornton Road, Suite G
Lithia Springs, GA 30122
(678) 909-2096
rkstarkeygovtlaw@starkeylawgroup.com

- c. If to Contractor:

NFP, an Aon Company
3445 Peachtree Road, Suite 200
Atlanta, GA 30326
Attn: Mr. Bart Shaw
(678) 535-6399
bart.shaw@nfp.com

19. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.
20. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Contractor warrants that it has registered with and uses the federal work authorization program commonly known as “E-Verify.” Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Agreement only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this Agreement.
21. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken.
22. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, this Agreement terminated, or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the “Drug-Free Workplace Act”.
23. Governing Law. The laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Venue shall lie in the Superior Court of Fulton County, Georgia.
24. Force Majeure. If either party is delayed in its performance of any obligation under this Agreement due to causes or effects beyond its control, that Party will give timely notice to the other Party and will act in good faith to resume performance as soon as practicable.
25. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

26. Waiver. The failure of either Party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.
27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
28. Electronic Signature. Pursuant to O.C.G.A. §10-12-7, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each Party to execute this Agreement on the day and year first above written.

CITY OF FAIRBURN, GA

NFP, an Aon Company

By: _____
Hattie Portis-Jones, Mayor

By: _____

Name: _____

Title: _____

ATTESTED BY:

Deannia Ray, City Clerk

(SEAL)

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney

EXHIBIT “A” – SCOPE OF SERVICES

Scope of Services

City of Fairburn
November 2025



Scope of Services

Strategic Planning	Fee Structure
Annual review of client goals and objectives	Included
Review of market trends and updates	Included
Development of short- and long-term strategic plan	Included
Benchmarking analysis to assess competitiveness of benefit programs	Included

Financial Management	Fee Structure
Monthly claim report summaries to outline plan performance and review significant costs including high-cost claimants	Included
Review of alternative funding arrangements including self-insurance, minimum premium, level funding and captive arrangements	Included
Plan design modeling	Included
Employee contribution modeling	Included
Budgeting and cost projections, including working and COBRA rate development	Included
Stop loss analysis, large claim reviews and assistance with large claim reimbursement (NFP Stop Loss Center of Excellence)	Included if COF considers Self-Funding
Pharmacy reviews, if carved out from health plan	Included if COF considers alternative funding

Plan Administration	Fee Structure
Development of an annual project plan to include key dates and deadlines	Included
Management of client-specific projects, including carrier/vendor implementations	Included
Status log, as appropriate, to keep parties up to date on long term projects and issues	Included
Carrier/vendor management including problem-solving and issue resolution	Included



For informational purposes only. This document does not amend, extend, or alter coverage. Please refer to any actual policy(s) for specific terms, conditions, limitations, and exclusions. Insurance services provided by NFP Property & Casualty Services, Inc. (NFP P&C), a subsidiary of NFP Corp. (NFP) and related NFP subsidiary companies. In California, NFP P&C does business as NFP Property & Casualty Insurance Services, Inc. License #0F15715. Neither NFP nor its subsidiaries provide tax or legal advice. NFP does not provide any of the herein services in a fiduciary capacity.

Client Advocacy	Fee Structure
Dedicated hot line for claims question, review explanation of benefits, investigate claims denials, billing questions, prescription issues, prior authorization assistance and appeals	Included
Assist with claims resolution	Included

Marketing Services (New & Renewal)	Fee Structure
Planning, collection, and coordination of renewal activity with carriers and vendors	Included
Annual marketing of all plans and services to include strategy, RFP development, proposal compilation, analysis, and finalist meetings	Included
Marketing of stop loss through NFP's Center of Excellence	Included if applicable
Renewal/marketing recommendations, cost projections and executive summary of findings	Included
Negotiation with carriers and vendors to secure competitive pricing and contract provisions	Included
Implementation support with new plans, carriers, and vendors	Included
Policy and SPD reviews	Included

Vitality and Wellbeing	Fee Structure
Dedicated wellbeing consultant and strategic plan	Included
Access to NFP's Wise and Well Training Center including monthly employee communications, employee webinars and trending topic toolkits	Included
Annual wellbeing calendar	Included
Annual wellbeing trends training and workshop collection	Included
Client wellbeing resources including wellness fund suggestions, wellbeing committee guide, and health fair planning toolkit	Included
Coordinate and implement on-site clinics	Included



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Employee Communications	Fee Structure
Assistance with annual open enrollment planning and coordination	Included
Face to face enrollment and onboarding support	Included
Development of benefit guide to support annual enrollment	Included
Virtual presentation to highlight benefit changes and coverage options	Included
Full access to library of educational videos and content in both English and Spanish	Included
Develop Customized Landing Page and online enrollment portal	Included

Compliance & Legislative Support	Fee Structure
Compliance Corner, distributed on a bi-weekly basis, highlighting key legal topics	Included
Compliance checklist to review requirements and review processes	Included
Dedicated compliance attorney and annual compliance calendar	Included
Preparation of required compliance notices	Included
Access to NFP's team of compliance attorneys for questions and client-specific needs (via Client Service Teams)	Included
Timely compliance bulletins, white papers, podcasts, and seminars	Included
Access to NFP Preferred Partner for HR and Benefits Compliance resources, HR Hotline and Learning Management system.	Included
PCORI Fee Analysis and Calculation	Included if applicable
COBRA Administration Services	Included
Benefits Administration Services	Included

Optional Services & Resources	Fee Structure
Global Benefits Consulting Services	Addtl. Fees May Apply
Executive Benefits	Addtl. Fees May Apply
Retirement Consulting & Services	Addtl. Fees May Apply
Property & Casualty Products & Services	Addtl. Fees May Apply
ACA Tracking & Reporting	Addtl. Fees May Apply, NFP offers at discounted rates

Note: The above services relate to support on health and welfare benefit plan issues (does not extend to HR/employment law issues).



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Fees and Payment Schedule

NFP takes pride in our transparent pricing model. Many brokers and consultants propose no fees or commissions within the medical and pharmacy plans and receive payment through carrier overrides. It is our intent to assume the current compensation model or lower, assuming there are commissions included within the products, including the medical plan.

However, a requirement of the bid submission was to list a specific number, but we are unsure of what is included today within all products including the medical plan and do not expect to make more than the current compensation. Therefore, to complete the bid submission, we entered \$0 (no fee) as we do not expect to bill COF a direct fee. Instead, we would assume the current compensation included within the products and are open to reducing the current compensation if it is above benchmarks.

Our belief as it relates to compensation is that it must be transparent and in the interest of all parties, i.e. The City of Fairburn, the employees there of, and NFP. We are proposing the scope above, which is designed to be all inclusive. If you have an area not addressed, we welcome a discussion on the topic.

The above fee does not include potential carrier bonuses or overrides which are at no cost to COF and vary from year to year.



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EXHIBIT “B” – COMPENSATION SCHEDULE

Scope of Services

City of Fairburn
November 2025



Fees and Payment Schedule

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CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Appointments to the Ethics Board

ITEM TYPE: Board Appointment

SUBMITTED: 02/18/2026 **WORK SESSION:** N/A **COUNCIL MEETING:** 02/23/2026

DEPARTMENT: City Clerk

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

The mayor and each member of council should appoint a citizen to the Ethics Board. Each member's term is concurrent with the mayor or council member making the appointment.

HISTORY:

On August 12, 2024, each member of the City Council appointed members to the Ethics Board. Four of those terms ended in 2025. Three of those terms end in 2027. Because the terms run concurrently with the Mayor & Council Member who makes the appointment, some appointments and/or re-appointments must occur.

FACTS AND ISSUES:

N/A

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

For the Mayor and Council to appoint members to the Ethics Board.

Section 2.35 (i) 1a. The composition of the Ethics Board is seven residents who shall have been a resident of the city for at least one year immediately preceding the date of his/her appointment and shall remain a resident of the city. No person shall serve on the board if he or she has had, within the preceding one-year period, any interest in any contract, transaction, or official action of the city.

ATTACHMENTS:

1. Ethics Board Members
2. August 12, 2024 Council Minutes

3. Code of Ethics

2025 City of Fairburn Ethics Board

<u>NAME</u>	<u>APPOINTED BY</u>	<u>Date Appointed</u>	<u>EXPIRATION DATE</u>
Kenneth Williams willikenn@gmail.com	Mayor Mario Avery	June 9, 2025	December 31, 2025
Mr. Rodney Anderson Rmanderson_99@hotmail.com	Council Member James Whitmore	August 12, 2024	December 31, 2027
Vera Raglin veraraglin@gmail.com	Council Member Linda J. Davis	August 12, 2024	December 31, 2027
Thomas Cochran Twc007@comcast.net	Council Member Alex Heath	August 12, 2024	December 31, 2025
Maya Osun mayamicou@gmail.com	Council Member Samantha Hudson	August 12, 2024	December 31, 2027
Anthony Tony Smith Footrowe2003@yahoo.com	Council Member Hattie Portis Jones	August 12, 2024	December 31, 2025
Rev. Danita Jones lhgnm3@inthisgreatname.org	Council Member Ulysses Smallwood	August 12, 2024	December 31, 2025



City Council Meeting Minutes

August 12, 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 Samantha Hudson
The Honorable Ulysses J. Smallwood

The Honorable Linda J. Davis
The Honorable Hattie Portis-Jones

Absent: The Honorable Alex Heath

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 Dr. LaReese Howell of New Horizon in Faith Church.

IV. Pledge of Allegiance was in Unison.

V. Presentations and Proclamations:

1. Presentation from Georgia Association of Chiefs of Police (GACP) – Fairburn Police Department Earns State Recertification

Ed Densmore, State Certification Coordinator with Georgia Association of Chiefs of Police said the City of Fairburn's Police Department received State Certification from GACP, placing them among the elite law enforcement agencies in Georgia. According to GACP, this certification is a blueprint for law enforcement success and serves as a model for other agencies to follow. This is a three-year cycle and at the end of those three years, there's a team of two Command Staff or Chiefs from other agencies that come and spend two days at the host agency reviewing 140 standards to make sure they are in compliance. After that period, they submit a written report that he reviews and once approved he sends to two different committees for their review. He is here to formally present the plaque and certification to Chief Bazydlo, Takara Burgess, and the City of Fairburn for their accomplishment in meeting the standards for State Certification for the next three years.

2. Presentation of Supervisory Leadership Development Program Certificates

Assistant City Administrator Jamila Criss presented this item and said they are super excited to acknowledge all the directors and managers that participated in the Georgia Municipal Association Supervisory Leadership Development Program. They fast-tracked this program that started in January and completed it in June. She introduced Terrell Jacobs with Georgia Municipal Association. Mr. Jacobs said they put this program together five years ago. It is a grueling program that takes them through several months of intense lecturing and projects. He said about 25% of our workforce, our institutional knowledge can retire by 2029. They are challenged with developing talent and the next leaders for our municipal workforce across the State of Georgia. He commended the City of Fairburn for taking this initiative.

Tony Phillips and Jamila Criss, along with the Mayor and Council presented the following employees with a plaque for completing the certification program:

Jada Berry
Anthony Bazydlo
Krishna Craig
Tom Banks
Nekisha Baker
TaLisha Champagne
Cornellius Robinson
Edgar Desantos
Miguel Ribot
Amber Graham

John Martin
Felicia Jones
Bryan Stephens
Gale Higgs
Sylvia Abernathy
Takara Burgess
Denise Brookins
Charles Johnson
John Gilbert
Jenny Montoya

Chapin Scott
Willie Smith
Christopher Campbell
Tyra Little
Lester Thompson
Dana Smith
Deannia Ray
Graylin Sapp
Eddie Eiswerth

VI. Public Comments:

State Senator Elect Rashaun Kemp thanked the Mayor and Council for the opportunity to speak. He said he is the State Senator Elect for Senate District 38, and the District goes from Sandy Springs to Palmetto, and he will be replacing retiring State Senator Horacena Tate, who has been in the seat for 25 years. He is excited to make sure the resources and opportunities exist for the City of Fairburn. He will be an advocate for things such as health care, education, and ensuring that we have our right to vote. Our Secretary of State has put forth a website where people can challenge somebody's voter registrations. Please go to the Secretary of State's website to check your voter registration status. The website is mvp.sos.ga.gov. He does not get sworn in until January, but the work begins now. You may reach him by email rashaunforgeorgia@gmail.com or (614) 778-9160.

VII. Adoption of the City Council Agenda:

Mayor Pro Tem Whitmore made a motion to approve the agenda as presented with Council Member Hudson providing the second. **The motion carried unanimously.**

VIII. Approval of the Minutes:

3. Approval of the minutes Regular Council Meeting Minutes of July 22, 2024

Council Member Davis made a motion to approve the minutes as written, Council Member Portis-Jones provided the second. **The motion carried unanimously.**

IX. Public Hearings:

4. Text Amendment – Automobile Rental and Sales

Planning and Zoning Director Denise Brookins presented this item and said they have an application for a text amendment. Since the initial application, our Zoning Attorney has received additional information that's under review, so we are requesting the public hearing be open and continued to allow staff sufficient time to review the data provided by the property owner.

Mayor Pro Tem Whitmore made a motion to open the public hearing. Council Member Davis provided the second. **The motion carried unanimously.**

In Favor:

Jamie Palmer said she is representing Speed Enterprises located at 337 Bay Street and they are working to get their business license. They are trying to have a rental car and U-Haul business at this location. There were some complications, which have been taken care of. They are requesting amending the zoning regulations to allow automotive sales/rentals in the M-1 zoning district.

In Opposition:

No one spoke in opposition.

Mayor Pro Tem Whitmore made a motion to continue the Public Hearing to the next regularly scheduled meeting. Council Member Smallwood provided the second. **The motion carried unanimously.**

X. Consent Agenda: N/A

XI. Regular Agenda Items:

5. Facility Usage Agreement – Kids with Goals Futbol Club

Parks and Recreation Director Chapin Scott presented this item and said the Facility Usage Agreement between the City of Fairburn and Kids with Goals Futbol Club is to provide youth soccer programming for ages 4 through 17. The location has changed to the multi-purpose baseball field and wanted to make sure that is noted.

Council Member Smallwood made a motion to approve the Facility Usage Agreement between the City of Fairburn and Kids with Goals Futbol Club to provide youth soccer programming. The second was provided by Council Member Portis-Jones. **The motion carried unanimously.**

Council Member Hudson said now that we are self-insured, should we be looking for any foreseeable issues that may arise and protecting ourselves from that. Ms. Scott said built in this contract, you'll see a portion that mentions liability insurance. The organization is required to hold a million dollars' worth of liability insurance with Duncan Park listed as the certificate holder.

6. Senior Homestead Exemption

Finance Director Bryan Stephens presented this item and said they are bringing an ordinance to increase our senior homestead exemption. This proposal is to increase the current exemption from \$25,000 to \$30,000 for seniors who are 70 years old and older. Last year Council approved the assessments be frozen when you turn the age of 70.

Council Member Davis made a motion to approve an Ordinance to amend Chapter 53, Article II, Division 2 of the Code of Ordinances of Fairburn to increase the Homestead Exemption for Citizens 70 years of age to \$30,000. Mayor Pro Tem Whitmore provided the second. **The motion carried unanimously.**

7. Appointments to the Ethics Board

City Clerk Brenda James presented this item and said this item is for the Mayor and Council to appoint members to the Ethics Board. The last appointments to the Ethics Board terms ended in 2023.

Section 2.35 (i) 1a. The composition of the Ethics Board is seven residents who shall have been a resident of the city for a least one year immediately preceding the date of his/her appointment and shall remain a resident of the city. No person shall serve on the board if he or she has had, within the preceding one-year period, any interest in any contract, transaction or official action of the city.

Council Member Hudson made a motion to approve the following appointed members to the Ethics Board. Council Member Davis provided the second.

- Jaworski Horne, Appointed by Mayor Mario Avery (Term to expire December 31, 2025)
- Rodney Anderson, Appointed by Mayor Pro Tem James Whitmore (Term to expire December 31, 2027)
- Vera Raglin, Appointed by Council Member Linda J. Davis (Term to expire December 31, 2027)
- Thomas Cochran, Appointed by Council Member Alex Heath (Term to expire December 31, 2025)

- Tony Smith, Appointed by Council Member Hattie Portis-Jones (Term to expire December 31, 2025)
- Reverend Danita Jones, Appointed by Council Member Ulysses Smallwood (Term to expire December 31, 2025)
- Myla Osum, Appointed by Council Member Samantha Hudson (Term to expire December 31, 2027)

The motion carried unanimously.

XII. Reports: N/A

City Administrator Tony Phillips said the Georgia Association of Chiefs of Police recertification that you saw this evening was inclusive of a comprehensive assessment of our standard operating procedures for the police department to ensure they were legally aligned with state law and that they were aligned with best practice. He said he sent all Council Members an email with the entirety of 23 chapters of the standard operating procedures of the Fairburn Police Department and they have been added to the city's website, and now accessible to all of our citizens and anyone else that wants to look at it.

XIII. Council Comments:

Council Member Smallwood thanked everyone for coming.

Council Member Davis said she appreciates us investing in our employees. You can't expect someone to be a leader if you have not invested in them, to train them. That makes her heart so full to see the number of employees that completed that training, and she noticed the difference with employees who had to present their budget. They did not hesitate, and she is so excited about what we do here in the city not only for our employees but also our citizens because without either one of them, we would not be here.

Council Member Hudson said thank you to Mayor Avery for pushing forward the Ethics Board. This wasn't a win for Ms. Hudson, this was a win for us all in Fairburn. She thanked the Finance Manager, Bryan Stephens, Tony Phillips, and Jamila Criss for working closely with her in the one-on-one meetings as well as to Councilman Smallwood for helping her on the training side. She thanked the citizens of Fairburn and everyone who came out to the Back-to-School event and our partnering restaurant, The Dining Experience. They had over 110 attendees and distributed 200 backpacks. She said join her for Civic in the City, which is a public engagement tool to garner your feedback as it relates to items that you may see on the agenda. She will host this once a month to get some feedback and help them navigate through how to send in a public comment, and the things you need to do in terms of open records. She is now a member of the cohort for ARC Regional Leadership Institute and is excited to bring regional support to our city.

Council Member Portis-Jones congratulated Council Member Hudson and said this is yet another avenue for training for you to share with the Council as well as the city. Training has always been very important to the City of Fairburn, and it was exhibited tonight with the Supervisory Certificates and at the end of the day, it helps us all be better leaders and helps us to learn from our colleagues. Congratulations to all the staff who participated in that program, it was quite impressive. She thanked staff for the additional \$5,000 for the homestead exemption and Mr. Stephens for the initiative and leadership he brought to the city, in his 18 months and said he's elevated us to another level and set a standard for the next person to come in and wished him luck.

Mayor Pro Tem Whitmore told Finance Director Bryan Stephens, he will be missed but you have set the bar high and he's sure whoever comes in will be just fine with the examples you left behind and thank you for your service here to the City of Fairburn. The National Night Out was held last week and we had close to 300 backpacks that were given to the community and challenged Chief Bazydlo publicly to get 500 backpacks next year. He also congratulated Chief Bazydlo on the GACP Certification. He reminded all our citizens to go check their voter registration status that our future State Senator, Rashaun Kemp discussed earlier. We do not want to be caught left behind and not exercising our right to vote.

Mayor Avery echoed what several members have mentioned. He thanked Mr. Bryan Stephens for his service and said he's been a blessing to the city. He thanked Tyra Little, our Procurement Manager who got a great opportunity in the City of Roswell. He told Mr. Phillips when he came on board that we would lose half our staff because the competition is going to recognize the efficiency, and the level of professionalism, and that's exactly what's happening. He thanked Mr. Phillips and Ms. Criss for what we witnessed today for our managers going through a certified program.

XIV. Adjournment:

Council Member Hudson made a motion to adjourn the meeting at 8:00 p.m. Council Member Davis provided the second. **The motion carried unanimously.**


Brenda James, City Clerk


Mario Avery, Mayor

(a) *Intent.* It is essential to the proper administration and operations of the City of Fairburn ("city") that the members of its governing authority, as well as members of city boards, authorities and commissions (collectively "city officials"), be, and give the appearance of being, independent and impartial; that public office not be used for private gain; that there be public confidence in the integrity of such city officials; that such city officials at all times adhere to the highest standards of professionalism; and that conduct unbecoming of a member of the governing authority or other city board, authority, or commission and conduct by such a member that tends to damage the reputation of the city or its governing authority and/or conduct which otherwise interferes with and negatively impacts city operations and/or which places the city in a poor public light not be tolerated. The governing authority finds that the public interest and welfare requires that it protect city operations from the influence of actual and apparent conflicts of interest and acts of unprofessional and unbecoming conduct by city officials by establishing appropriate ethical standards regarding the conduct of such city officials.

(b) *Definitions.*

City official means a member of the city governing authority, including the mayor, as well as persons appointed to serve by the city governing authority on any city board, authority, or commission.

Censure means a written resolution of the governing authority condemning the actions of a city official found by the board of ethics to have violated the terms of this code section.

Complaint means a written statement, sworn to by the complainant in the presence of a notary public, and delivered to the city clerk, containing specific allegations of fact, which, if established through the procedures set forth in this section, would show that a city official has violated one or more provisions of this section. Such complaints must be filed within 90 days following the alleged violation or not later than 30 days following the date on which the person filing the complaint knew or should have known of the occurrence of the alleged violation. No complaint shall be accepted against any city official unless same is, at the time of the filing of the complaint, a sitting member of the governing authority or other city board, authority, or commission.

Governing authority means the mayor and city council.

Immediate family means the city official's spouse, children, parents, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

Interest means any direct pecuniary or financial benefit held by or accruing to a city official as a result of a contract or transaction that is or may be the subject of an official act or action by the city. A city official shall be deemed to have an interest in contracts and transactions involving:

(1) Any person in the city official's immediate family;

- (2) Any person with whom a contractual relationship exists whereby the city official may receive any payment or other benefits unless the city official is receiving a benefit for goods or services in the normal course of business for which the city official has paid a commercially reasonable rate;
- (3) Any business in which the city official is a director, officer, employee, agent, or shareholder, except as otherwise provided herein; or
- (4) Any person of whom the city official is a creditor, whether secured or unsecured.

Investigating committee means the committee of governing authority members and the city attorney organized and appointed pursuant to section (h) of this code section.

Reprimand means an oral condemnation by the governing authority condemning the actions of a city official found by the board of ethics to have violated the terms of this code section.

(c) *Prohibited conduct.* No city official shall:

- (1) By conduct give reasonable basis for the impression that any person can improperly influence his/her official conduct or unduly enjoy his/her favor in the performance of official acts;
- (2) Directly or indirectly request, exact, receive, or agree to receive a gift, loan, favor, promise, or thing of value for himself/herself or another person if it could reasonably be presumed to influence the city official in the discharge of official duties; provided, however, this prohibition shall not apply in the case of:
 - a. An occasional non-pecuniary gift of insignificant value;
 - b. An award publicly presented in recognition of public service;
 - c. A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such a loan or financial transaction;
 - d. Campaign contributions made and reported in accordance with Georgia law.
- (3) Disclose or otherwise use confidential information acquired by virtue of his/her official position for his/her or another person's private gain;
- (4) Use his/her official position to attempt to secure privileges that are not available to the general public;
- (5) Engage in, accept employment with, or render services for any private business or other commercial or non-profit entity when such employment or rendering of services is adverse to and incompatible with the proper discharge of official duties; provided, however, this prohibition shall not apply to a city official who is a licensed professional and appears on behalf of another in such professional capacity so long as the disclosures required by

subsection (d) are provided prior to any action being taken, and the city official was associated with the matter being considered at the time the initial need for or request for action was initiated by the city.

- (6) Engage in any activity or transaction that is prohibited by law now existing or hereafter enacted which is applicable to him/her by virtue of being a city official;
 - (7) Use his/her position to request or require a city employee to:
 - a. Work on behalf of the city official's personal, family, business, social, church or fraternal interest while at the same time being compensated by the city;
 - b. Purchase goods or services with city funds or to otherwise use city resources for the city official's personal, business, or political purposes; and/or;
 - c. Work for the city official personally without paying the employee just compensation.
 - (8) Use government property of any kind for other than officially approved activities, nor shall he/she direct employees to use government property for purposes other than those officially approved;
 - (9) Use his/her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to himself/herself, or another person;
 - (10) Take any action or engage in any course of conduct that interferes with the proper, efficient and effective operations of the city government; no member of the governing authority or other such city official shall give directives to any city employee who is subject to the direction and supervision of the city administrator and/or a city department head. Actions with respect to any requests from a city official shall be taken only with the advice and consent of the city administrator or the employee's department head;
 - (11) Make any disclosure of confidential information without the approval of the body on which the city official serves; provided, confidential information means information obtained by the city official in the course of the performance of his/her duties, which is either:
 - a. Not subject to public disclosure under the laws of the State of Georgia; or
 - b. Obtained in a closed meeting of the body, duly closed for any of the purposes for which meetings of the body can be closed under the laws of the State of Georgia;
 - (12) Engage in any ex parte communication with any member of the board of ethics regarding a pending complaint;
 - (13) Engage in rude, verbally or physically abusive conduct, or criminal behavior, which interferes with the operations of city government and/or which places the city government in a negative public light.
- (d) *Disclosure of conflicts of interest.* A city official who has an interest that he/she has reason to believe may be affected by his/her official acts or actions or by the official acts or actions of the involved body shall disclose the precise nature of such interest in writing to the involved body

prior to any action being taken. Such written disclosures shall be made as soon as the involved city official knows or should know that such action by the involved body is to be taken and the city official shall, upon making such a disclosure, refrain from all *ex parte* communications with other members of the body regarding the matter in which he/she has an interest and the city official shall thereafter disclose the interest at the time of such action by the involved body and abstain from any discussions thereof or vote. Such written and verbal disclosures shall be recorded in the minutes of the involved body's meeting and become part of the public record.

- (e) *Disqualification.* A city official shall disqualify himself/herself from participating in any official act or action of the city which results in a pecuniary benefit to him/her or a business or activity in which he/she has an interest directly or indirectly when such benefit is not available to the public at large.
- (f) *Prohibited contracts.* The city governing body, boards, authorities and commissions shall not enter into any contract involving services or property with a member or with a business in which a member has an interest. This section shall not apply in the case of:
 - (1) The designation of a bank or trust company as a depository for city funds;
 - (2) The borrowing of funds from any bank or lending institution which offers the lowest available rate of interest in the community for such loan;
 - (3) Contracts otherwise entered into in accordance with state law;
 - (4) Contracts entered into under circumstances that constitute an emergency situation, provided that the mayor authorizes and signs a written record explaining the emergency;
 - (5) Contracts entered into with a city official, or with a business in which a city official has an interest, provided that such contracts are the result of a competitive bid process, disclosure of the nature of the city official's interest is made prior to any action being taken and in accordance with subsection (d), and a waiver of the prohibition contemplated by this section is approved by the city governing authority.
- (g) *Restrictions on contracts with former members of the council.* The city shall not enter into any contract with any person or business represented by such person, who has been within the preceding 12-month period the mayor or a member of the city council, unless the contract is awarded by a competitive bid process.
- (h) *Initial review.* Whenever a complaint as defined in this section is delivered to the city clerk, the following procedures shall apply:
 - (1) The clerk shall forward the complaint to the city attorney and the city official against whom the complaint has been submitted;
 - (2) The mayor, or the mayor pro-tem in the event the complaint is against the mayor, or the city attorney in the event the complaint is against both the mayor and the mayor pro-tem, shall within ten business days appoint the remaining members of the governing authority, along

with the city attorney, and not including any member of the governing authority who is either the complainant or the city official alleged in the complaint to have violated this section, as an investigating committee who shall be charged with determining whether the complaint sets forth sufficient allegations of fact such that the complaint should be forwarded to the city board of ethics for a hearing to determine whether there was, in fact, a violation of this section;

- (3) In making this determination, the investigating committee may request or subpoena such documents as it deems necessary to its inquiry, and the committee may request or subpoena such sworn testimony as it deems necessary to its inquiry;
- (4) Committee members may rely on their personal knowledge when considering such complaints and shall not be prohibited from doing so merely because they have been identified in the complaint as having such personal knowledge;
- (5) Meetings of the committee shall be open to the public;
- (6) Meetings of the investigating committee shall be presided over by the mayor unless the complaint is against the mayor, in which case the mayor pro-tem shall preside, or by the city attorney if the complaint is against both the mayor and mayor-pro tem;
- (7) The presiding officer shall be entitled to vote and no action shall be taken by the committee except by a majority vote;
- (8) If, on a motion to either dismiss the complaint or forward to the board of ethics for a final determination, there is no majority vote of the committee, then the complaint shall be deemed to have been dismissed and the parties to the complaint shall be notified;
- (9) If the committee determines by majority vote that there are not sufficient facts to forward the complaint to the board of ethics for a final determination, or that the complaint is frivolous or patently unfounded, the complaint shall be dismissed and the parties shall be notified;
- (10) In any case where the committee determines by majority vote that the complaint is frivolous or patently unfounded, the committee may also, by separate motion and majority vote, publicly reprimand the complainant or, in the case of a complaint submitted by a city employee or city official, refer the matter, in the case of a city employee, to the city administrator, or in the case of a city official, to the appropriate body or appointing authority, for further action;
- (11) In the event the committee forwards a complaint to the city board of ethics for a hearing and final determination, there shall be no presumption that a violation of this section has, in fact, occurred;
- (12) Once the committee has been appointed after the submission of a complaint, the committee shall endeavor to reach a decision as soon as reasonably possible, and if the committee does not act or fails to act on the complaint within 60 days thereafter, the complaint shall by these

procedures be submitted to the board of ethics for a final determination; and

- (13) Once the committee has been appointed following the submission of a complaint, the committee shall retain jurisdiction over the complaint notwithstanding any attempt to withdraw the complaint.

(i) *Board of ethics.*

(1) Composition of the board of ethics.

- a. The board of ethics shall be composed of seven residents of the city to be appointed as provided herein. Each member of the board of ethics shall have been a resident of the city for at least one year immediately preceding the date of his/her appointment and shall remain a resident of the city while serving as a member of the board of ethics. No person shall serve as a member of the board of ethics if the person has, or has had within the preceding one year period, any interest in any contract, transaction, or official action of the city.
- b. The mayor and council members shall each appoint one qualified citizen to serve as a member of the board of ethics. These appointments shall be made within 60 days of the taking of office and shall be spread upon the minutes of the governing authority. The city clerk shall maintain a record of these appointments. Each member of the board of ethics shall serve a term concurrent with the term of the member of the governing body making the appointment. Members of the board of ethics serve at the pleasure of the member of the governing authority making the appointment; provided, however, except for cause, as determined by a majority vote of the governing authority, no member of the board of ethics may be removed during the pendency of any complaint.
- c. The members of the board of ethics shall serve without compensation. The governing authority of the city shall provide meeting space for the board of ethics. Subject to budgetary procedures and requirements of the city, the city shall provide the board of ethics with such supplies and equipment as may be reasonably necessary for it to perform its duties and responsibilities. In all proceedings of the board of ethics, the city attorney shall provide advice to the board on matters of procedure and evidence; provided, however, in cases where a member of the governing authority is the subject of the complaint, the governing authority, without the participation of any party to the complaint, shall appoint special counsel for the board of ethics.

(2) The board of ethics shall have the following duties and powers:

- a. To establish procedures, rules, and regulations governing its internal organization and the conduct of its affairs;
- b.

To hold an evidentiary hearing and render a final written decision within 60 days after a complaint has been forwarded to the board for a final determination; provided, however, that the timeframe may be enlarged by the board for good cause and with the approval of the parties to the complaint. In the event that the board fails or refuses to act on a complaint that has been forwarded to it for final determination, the matter shall be referred back to the full governing body for appropriate action. The 60-day period provided for in this section shall begin to run from the time an action has been taken by the governing body's investigating committee to forward the complaint to the board of ethics or, in such cases where it is required, the date on which the governing authority has appointed special legal counsel for the board, whichever event occurs last.

- c. To prescribe forms, approved by the city attorney, or special counsel appointed for the board, as necessary and appropriate for carrying out the board's responsibilities;
 - d. To make such investigation and conduct such meetings as it deems appropriate to render a final determination as to whether, in fact, the party against whom a complaint is submitted has violated this section; request or subpoena such documents as it deems necessary to its inquiry, and request or subpoena such sworn testimony as it deems necessary to its inquiry; and
 - e. To report its written findings and recommendations for action to the governing authority for such action as the governing authority deems appropriate pursuant to this section; provided, however, that no party to the complaint who also serves on the governing authority may participate in the taking of such action.
- (j) *Service of complaint; hearings and disposition of complaints.* Once a complaint has been forwarded to the board for a final determination, the city clerk shall ensure that the parties to the complaint are notified by any means by which the parties confirm the receipt of such notification. The city clerk shall be responsible for recording the meetings of the board of ethics and the keeping of summary minutes of such meetings—verbatim minutes and the transcribing of such recordings shall not be required. At least ten days in advance, parties shall be notified by legal counsel representing the board of all meetings at which the board intends to receive sworn testimony. At such hearings, the parties may be represented by legal counsel at their sole expense and they may provide, also at their sole expense, a court reporter to record or transcribe the proceedings. Witnesses may be examined and cross-examined by the parties and may be questioned by board members and the board's legal counsel. Meetings of the board of ethics shall be open to the public; provided, however, after the taking of testimony; the board may meet in closed session to deliberate the evidence; provided, further, that all votes of the board shall be taken in open session. No evidence may be received by the board while in closed session. The final determination and any recommendations of the board of ethics shall be submitted in writing

to the governing authority within seven business days following its decision. Once a complaint has been forwarded to the board for a final determination, the board shall retain jurisdiction over the complaint notwithstanding any attempt to withdraw the complaint.

(k) *Penalties and additional rights of parties.*

- (1) Any city official who knowingly violates any provision of the code of ethics shall be subject to public reprimand, censure, or removal from office by the city governing authority; provided, however, that no member of the governing authority shall be removed from office except upon impeachment and trial pursuant to section 2-60 of this Code.
- (2) Before any evidentiary hearing held by the board of ethics, the city official who is the subject of inquiry shall have the right to written notice of the allegations at least ten business days before the hearing.
- (3) Whenever a city official has been charged in a complaint with a violation of this section while acting in their official capacity and the final determination of the board of ethics is that no such violation occurred, such city official may, in accordance with Georgia law, petition the governing authority for reimbursement of reasonable attorney's fees incurred by the city official in defense of the allegations.
- (4) In any case where, in addition to finding that no violation of this section occurred, the board, by an additional special finding, determines, after an evidentiary hearing, that the complaint was based on patently false assertions or was otherwise filed for malicious reasons, the governing authority may take such action against the complainant as within its authority to do so; including, public reprimand, censure, removal from office, or the referral of the matter to other authorities.

- (l) *Appeals.* Any city official adversely affected by the findings of the board of ethics and who is disciplined in accordance with this section by the city governing authority may obtain judicial review by filing an application for a writ of certiorari in the Superior Court of Fulton County within 30 days after the board's decision. The filing of such application shall act as supersedes.

(Ord. No. 2008-12, § 1, 11-27-2008; Ord. No. 2013-36; Ord. No. 2016-06, § 1, 5-23-2016; Ord. of 1-13-2020(1), §

1)



FISCAL AFFAIRS

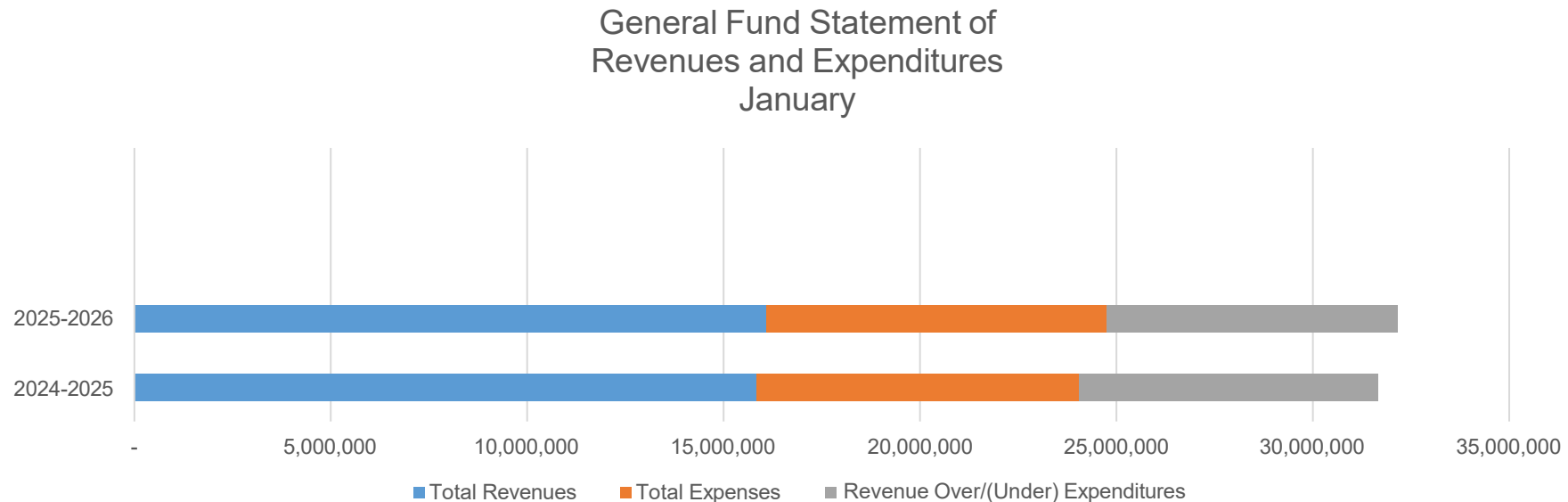
City of Fairburn Monthly Report
January 2026, Period 04
Fiscal Year 2026 Finance Department

Financial Highlights General Fund January 2026

- Revenues exceeded expenditures by \$7.4 million
- Year to Date the General Fund revenues received \$16.1 million, and expenditures disbursed \$8.6 million
- As of January 2026, the City has collected 43.8% of budgeted revenues
- As of January 2026, the City has expensed 23.6% of budgeted expenditures

General Fund Statement of Revenues and Expenditures Year Comparison

January-26		
	2024-2025	2025-2026
Total Revenues	15,833,083	16,079,320
Total Expenses	8,219,487	8,673,848
Revenue Over/(Under) Expenditures	7,613,595	7,405,471
Unaudited Fund Balance		22,862,636
January 31, 2026 Fund Balance		30,268,107



General Fund Revenues January 2026

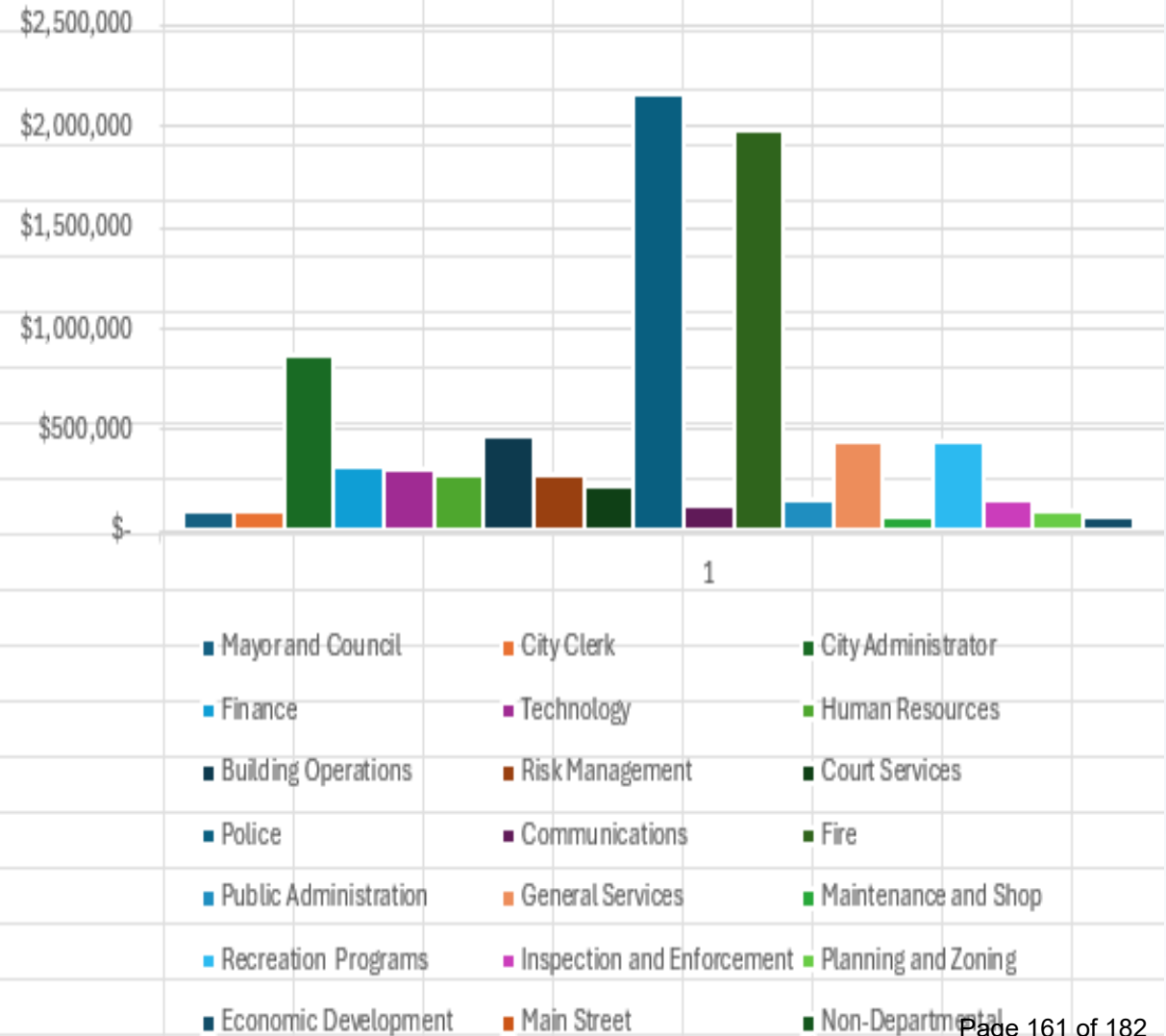
	January 2026 Revenues			
	Budget CB	MTD CP	YTD YD	% YTD
Real Property Tax	\$ 13,652,919	\$ 4,494,290	\$ 10,471,939	76.70%
Motor Vehicle Tax	\$ 720,460	\$ 44,631	\$ 177,733	24.67%
Franchise Tax	\$ 1,744,660	\$ 289,186	\$ 442,589	25.37%
Local Option Sales Tax	\$ 5,305,928	\$ 79,715	\$ 1,596,964	30.10%
Business & Occupation Tax	\$ 1,354,270	\$ 237,678	\$ 295,194	21.80%
Insurance Premium Tax	\$ 1,986,040	\$ -	\$ 1,792,774	90.27%
Other Taxes	\$ 878,445	\$ 72,046	\$ 412,406	46.95%
License & Permits	\$ 536,780	\$ 105,225	\$ 262,648	48.93%
Charges for Services	\$ 254,850	\$ 22,155	\$ 94,328	37.01%
Fines & Forfeitures	\$ 665,712	\$ 64,201	\$ 283,358	42.56%
Investment Income	\$ 530,400	\$ 38,304	\$ 186,395	35.14%
Contributions/Misc	\$ 192,883	\$ 2,593	\$ 62,230	32.26%
Other Revenue	\$ 499,170	\$ 762	\$ 762	0.15%
Fund Balance	\$ 8,389,365	\$ -	\$ -	0.00%
Totals	\$ 36,711,882	\$ 5,450,786	\$ 16,079,320	43.80%

General Fund Expenditures By Department MTD And YTD

General Fund YTD Expenditures

	Budget	MTD	YTD	% YTD
Mayor and Council	369,948.00	22,980.26	98,878.11	26.73%
City Clerk	392,193.00	13,936.08	97,310.94	24.81%
City Administrator	2,872,640.00	164,754.29	873,070.37	30.39%
Finance	1,244,715.00	64,186.07	319,147.90	25.64%
Technology	1,153,214.00	114,678.44	307,050.77	26.63%
Human Resources	703,730.00	51,724.98	279,603.77	39.73%
Building Operations	1,647,166.00	110,746.20	477,054.07	28.96%
Risk Management	802,990.00	118,810.59	279,635.39	34.82%
Court Services	686,935.00	48,706.94	225,206.07	32.78%
Police	7,321,938.00	450,900.07	2,156,389.45	29.45%
Communications	596,383.00	51,298.14	127,130.92	21.32%
Fire	7,055,876.00	490,220.01	1,979,673.67	28.06%
Public Administration	676,851.00	42,926.07	155,802.24	23.02%
General Services	2,044,941.00	73,414.90	447,202.06	21.87%
Maintenance and Shop	294,897.00	12,744.38	71,633.39	24.29%
Recreation Programs	1,730,633.00	81,927.20	438,025.40	25.31%
Inspection and Enforcement	931,243.00	31,690.56	150,851.63	16.20%
Planning and Zoning	790,155.00	19,620.71	106,686.67	13.50%
Economic Development	364,550.00	82,050.33	71,261.05	19.55%
Main Street	141,819.00	4,856.84	12,234.56	8.63%
Non-Departmental	4,889,065.00	-	-	0.00%
Totals	\$ 36,711,882	\$ 2,052,173	\$ 8,673,848	23.63%

Expenditures YTD By Department



Financial Highlights Enterprise Fund January 2026

- The City of Fairburn Enterprise funds for January 2026, YTD revenues exceeded expenditures by \$2.3 million.
- Year to Date the Enterprise Funds revenues received total \$9.3 million, and expenditures disbursed \$7 million.
- As of January 2026, the City has collected 34% of budgeted revenues.
- As of January 2026, the City has disbursed 25% of budgeted expenditures.

Enterprise Fund MTD & YTD January 2026

	Budget	MTD	YTD	% YTD
Revenues				
Water Sewer	10,398,945.00	1,408,636.44	4,129,920.83	39.73
Water Sewer Bond	332,860.00	490.18	7,467.76	2.24
Storm Water	935,000.00	77,112.86	308,280.30	33
Electric	14,446,409.00	80,784.56	4,335,583.90	30
Sanitation	1,850,000.00	148,611.38	591,313.74	32
Totals	27,963,214.00	1,715,635.42	9,372,566.53	34%
Expenditures				
Water Sewer	10,398,945.00	1,257,596.75	2,939,617.24	22.93
Water Sewer Bond	332,860.00	-	280,150.00	84.16
Storm Water	935,000.00	937.84	14,891.01	3.76
Electric	14,446,409.00	1,030,926.81	3,430,391.14	24
Sanitation	1,850,000.00	6,240.68	318,688.48	25
Totals	27,963,214.00	2,295,702.08	6,983,737.87	25%
Revenue Over/(Under) Expenditures				
Water Sewer	\$ -	\$ 151,039.69	\$ 1,191,830.55	
Water Sewer Bond	\$ -	\$ 490.18	\$ (272,682.24)	
Storm Water	\$ -	\$ 76,175.02	\$ 293,389.29	
Electric	\$ -	\$ 1,111,711.00	\$ 905,192.76	
Sanitation	\$ -	\$ 142,370.70	\$ 272,625.26	
Totals	\$ -	\$ 1,481,787	\$ 2,390,356	

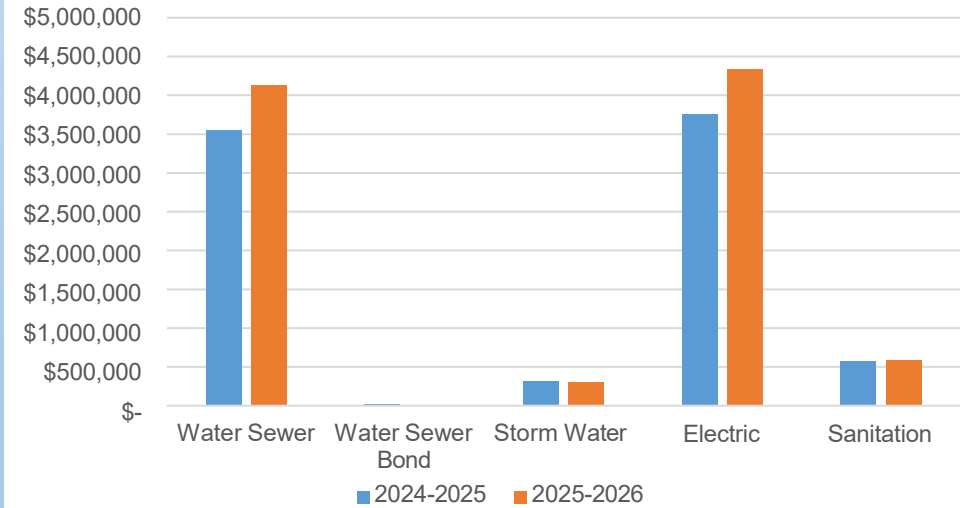
Enterprise Funds 2 Year Comparison

Revenues	2024-2025	2025-2026
Water Sewer	\$ 3,551,308	\$ 4,129,921
Water Sewer Bond	\$ 12,802	\$ 7,468
Storm Water	\$ 316,249	\$ 308,280
Electric	\$ 3,752,569	\$ 4,335,584
Sanitation	\$ 574,349	\$ 591,314
Totals	\$ 8,207,278	\$ 9,372,567

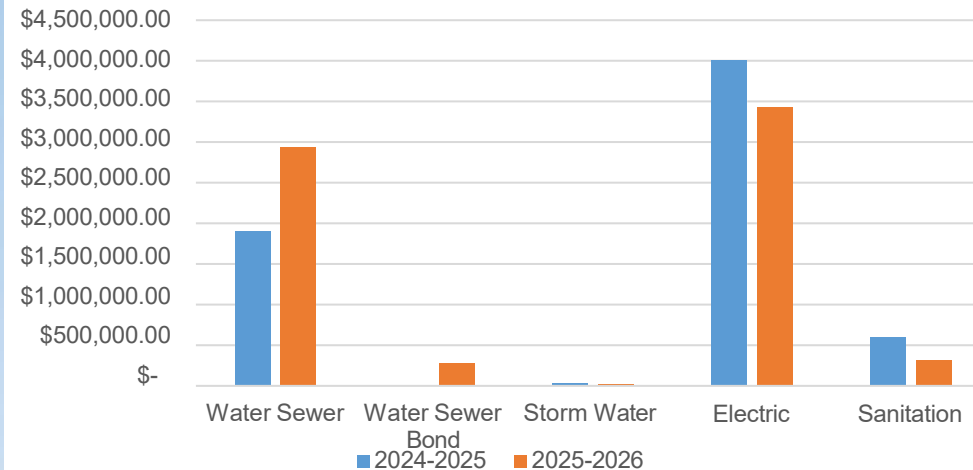
Expenses	2024-2025	2025-2026
Water Sewer	\$ 1,900,805.48	\$ 2,939,617
Water Sewer Bond	\$ 30.10	\$ 280,150
Storm Water	\$ 33,823.00	\$ 14,891
Electric	\$ 4,007,616.11	\$ 3,430,391
Sanitation	\$ 598,238.53	\$ 318,688
Totals	\$ 6,540,513	\$ 6,983,738

	2024-2025	2025-2026
Total Revenues	8,207,278	9,372,567
Total Expenses	6,540,513	6,983,738
Revenue Over/(Under) Expenditures	1,666,765	2,388,829

Enterprise Revenues



Enterprise Expenditures



Questions

CITY ADMINISTRATOR'S MONTHLY REPORT 2026

January

REFLECTING ON
ACHIEVEMENTS, INSPIRING
FUTURE POSSIBILITIES

Submitted By:
Tony M. Phillips



Leading with Vision, Inspiring Success

Greetings Honorable Mayor and City Council Members,

As we begin 2026, the City of Fairburn enters the new year with strong momentum, disciplined execution, and a shared commitment to service excellence. January marked a period of purposeful transition, strategic progress, and continued advancement of initiatives that strengthen our organization and our community.

This month's report highlights the successful leadership transition and inauguration, major milestones in our downtown redevelopment strategy, continued investment in infrastructure and public safety readiness, and enhancements to transparency, communications, and community engagement. Key areas of progress include:

Infrastructure & Capital Investment

City facilities improvements and technology upgrades continued, while Public Works and Utilities teams maintained reliable infrastructure operations and advanced capital improvement planning.

Economic Development & Downtown Activation

The city achieved significant redevelopment milestones, including completion of intergovernmental agreements, acquisition of the Historic Bank Building, establishment of the Special Services District, and advancement of bond financing—positioning Fairburn for transformative downtown investment.

Communications & Public Engagement

The Communications team successfully executed the January inauguration and leadership transition while strengthening transparency, public information delivery, and emergency preparedness communications.

Public Safety & Community Trust

Fire and Police personnel continued proactive training, regional collaboration, and community outreach initiatives that strengthen preparedness, responsiveness, and public confidence.

Planning, Growth & Development

Development review activity, impact fee administration, and code enforcement efforts continue to support responsible growth, compliance, and neighborhood stabilization.

Parks, Recreation & Quality of Life

Youth programming, facility improvements, and community partnerships reflect our continued investment in quality of life and opportunities for residents of all ages.

Together, these accomplishments reflect a city organization that is focused, collaborative, and forward-looking. With the leadership of our Mayor and Council, the dedication of our staff, and the trust of our residents, Fairburn remains well positioned to build a resilient, vibrant, and inclusive future. Fairburn is truly Situated to Succeed — because we remain Stronger Together.

Respectfully submitted,



Tony M. Phillips
City Administrator



Key Accomplishments & Initiatives

- Fire Station 22 Door repair completed
- Completed 2026 Liability Insurance renewal process.
- Fire Alarm repairs completed

PROJECTS

- Watch dog camera installation Ongoing, phase 1 complete
- New server implementation Ongoing
- HVAC repairs at City Hall and City administration building
- Generator Installation at 102 Howell Ave Ongoing
- Public Safety Complex permitting Ongoing

STAFFING & TRAINING

- Attended GA Prima 1st Quarter Conference
- Attended ISC2 Cyber Security

UPCOMING 30-60 DAYS

- Host CPR Training
- AGL improvements to gas line at 102 Howell Ave
- Fencing installation at 102 Howell Ave
- Next phase of Watchdog Camera installation at City facilities
- Public Safety Complex scheduled to commence 1st quarter of 2026



270

Open Records Requests
Received for December



\$1,256

Open Records Requests
Payments Received

Key Accomplishments & Initiatives

- Processed Mayor and Council RAMP Cards
- Processed Request for Checks for training classes and per diem for all council members
- Emailed weekly open record reports to City Attorney, Mayor, and City Administrator
- Processed 270 open records requests; received online payment and released documentation
- Processed City Council Minutes, Ordinances, and Resolutions
- Signed business licenses and alcohol licenses
- Processed all invoices for payment
- Prepared Work Session & Council Agenda Packets
- Completed and filed all Contracts
- Prepared Fulton County Election paperwork for May 2026; polling places
- Attended leadership meetings
- Prepared Ethics Board agenda/agenda packet for January 15th
- Attended Ethics Board meeting, transcribed minutes
- Advertised Council Member training for January 22nd
- Sent Mayor and Council email; CCDR forms due to Ethics Commission on 1/31/26 and uploaded forms when received
- Attended two GMA Webinars; onboarding new council members
- Sent Audrey Hadley, Receptionist for notary stamp application process and ordered her notary stamp

Communications Department

DIRECTOR: JACQUELINE HOWELL

Key Accomplishments & Initiatives

In January 2026, the Communications Department led end-to-end execution of the City's Inauguration, advanced public information and transparency efforts, and formally strengthened departmental capacity with the addition of an events Division to support the City's growing portfolio of civic events.

Key Outcomes

Inauguration & Leadership Transition (End-to-End Management)

- Planned, coordinated, and executed all aspects of the January 12 Inauguration and Organizational Meeting, including:
 - Event planning, logistics, and run-of-show
 - Internal and external messaging
 - Website and digital platform updates
 - Post-event public communications
- Ensured accurate and timely updates reflecting the newly sworn-in Mayor and Council across all City channels.

Result: Seamless execution of a high-visibility civic event and a professional, stable leadership transition.

Events Division Establishment

- Added Mechiss Freeman to the Communications Department as Events Coordinator, formalizing the Events Division within Communications.
- Began alignment of event planning, branding, logistics, and communications under a centralized structure.

Result: Increased organizational capacity, clearer accountability, and improved consistency for City-led events.

Public Information & Transparency

- Developed January City newsletter content highlighting leadership updates, city services, and key initiatives.
- Produced plain-language communications to improve accessibility and resident understanding.
- Continued advancement of transparency-focused content aligned with City accountability priorities.

Result: Improved clarity, accessibility, and public trust.

Emergency & Public Safety Communications

- Issued proactive weather preparedness alerts related to winter conditions.
- Coordinated messaging with Utilities and Public Works to provide actionable resident guidance.

Result: Proactive risk mitigation and increased community readiness.

Interdepartmental & External Coordination

- Drafted official responses to media inquiries regarding downtown revitalization and Special Service District planning, clearly communicating funding structure and resident impact.

Result: Stronger internal alignment and protection of City credibility.

February 2026 Priorities

- Launch Fairburn In Focus e-zine
- Expand CivicPoints and Parks & Recreation communications
- Continue formalizing Events Division workflows and performance reporting



Key Accomplishments & Initiatives

- Processed monthly state funds report
- Processed Record Restrictions Requests
- Responded to Open Records Requests
- Completed all scheduled Court Sessions

Upcoming Events/Actions

- Amnesty Month
- Aurora Training Advantage
- Municipal Court Clerk Training
- Continue to Review, revise Court forms, fines, and SOP



Key Accomplishments & Initiatives

January marked a milestone period for Fairburn's downtown redevelopment and capital strategy, including completion of intergovernmental agreements, bond structuring, and establishment of the Special Services District. Main Street activities maintained full state compliance while advancing community programming and leadership initiatives.

- Completed Phase I IGA and acquisition of the Historic Bank Building in the downtown district.
- Completed Phase II IGA enabling issuance of \$7.5M bond financing.
- Finalized and established Special Services Tax District with cross-department coordination.
- Conducted DDA/DA meetings including Leadership Fairburn updates and South Fulton Chamber presentation.
- NEA Recreational Underpass Project completed SHPO final assessment with DCA.
- Advanced Annual Report development.

Status: GREEN — Major capital and redevelopment milestones achieved. MAIN STREET PROGRAM • Completed Main Street Annual Assessment and monthly reporting. • Completed DCA training requirements. • Attended Georgia Main Street Conference in Griffin, Georgia. • Initiated Homeowner Open House planning. Status: GREEN — Full compliance and program advancement.

February 2026 Initiatives

- Bond issuance closing and downtown redevelopment implementation.
- Underpass project procurement and SSD rollout.
- Main Street Annual Report completion and downtown programming



Department of Finance

DIRECTOR: KENNETH ABIDDE

BUSINESS LICENSES

NEW LICENSES:

0

RENEWALS:

42

OUTSTANDING/
PENDING UNPAID:

342

NEW SERVICES

ELECTRIC:

79

WATER:

75

GARBAGE:

73

PROPERTY TAX COLLECTIONS OF FY 2026 THROUGH JANUARY 2026

PERSONAL PROPERTY: \$2,440,980.77

PUBLIC UTILITY: \$0

REAL ESTATE PROPERTY: \$10,055,485.19



Fire Department

DIRECTOR: CHIEF CORNELIUS ROBINSON

Key Accomplishments & Initiatives

LEADERSHIP & REGIONAL ENGAGEMENT

Chief Robinson attended the monthly South Fulton Fire Chiefs Meeting, held at an office of the Atlanta-Fulton County Emergency Management Agency, located at 5600 Campbellton-Fairburn Road.

Key discussion topics included:

- Ongoing evaluation and operational updates related to Fulton County's 911 Dispatch Services
- Strategic conversations focused on strengthening Mutual Aid coordination among South Fulton Fire Departments to enhance regional emergency response capabilities

These discussions support continued collaboration and operations efficiency across partnering jurisdictions.

TRAINING & PROFESSIONAL DEVELOPMENT

- Department personnel participated in the Fayetteville Fire Department Promotional Assessment, supporting professional advancement and leadership development within the regional fire service.
- The Department's 2026 Annual Training Schedule was completed, and implemented to guide structured training, certification maintenance, and skill development for the year.
- The Department participated in 1st Quarter Automatic Aid Training with neighboring jurisdictions in the City of Palmetto, strengthening interagency coordination, response integration, and operational readiness.

COMMUNITY ENGAGEMENT & PUBLIC EDUCATION

- The Department's Honor Guard proudly represented the agency during the City's Mayoral Inauguration Ceremony, providing ceremonial support and honoring civic leadership.
- A CPR Training Class was conducted for the "Sensational Seniors" at Fairburn Parks and Recreation, equipping participants with life-saving skills and promoting community preparedness.
- The Training Division conducted a Fire Safety Education visit at Evoline V. West Elementary School. ➤ Approximately, 110 First Graders participated ➤ 10-12 adult staff members were also in attendance ➤ Instruction focused on fire prevention, safety awareness, and emergency response actions appropriate for young learners.

SUMMARY

Overall, January was marked by strong regional collaboration, proactive training initiatives, and meaningful community engagement. The Fire Department remains committed to operational excellence, professional development and public safety education.



Key Accomplishments & Initiatives

General Services Monthly Workorder Completion

- Work Orders Completed: 156
- Pothole Repairs: 9
- Furniture Cleanup: 8
- Sign Replacements/Repair: 31
- Tree Limb Removal: 12
- Sidewalk Repairs: 4
- Retention Pond Cleanup: 6



Human Resources

DIRECTOR: TALISHA CHAMPAGNE

Key Accomplishments & Initiatives

Department Highlights/Accomplishments:

The Human Resources team held the City's third annual New Hire Breakfast to appreciate 55 new employees hired from January 2025 – December 2025. Mr. Chancellor Felton, Planner, was the keynote speaker.

Upcoming HR Events/Actions/Meetings:

Human Resources will host the 2026 Benefits Open Enrollment and Wellness Week beginning March 16, 2026.

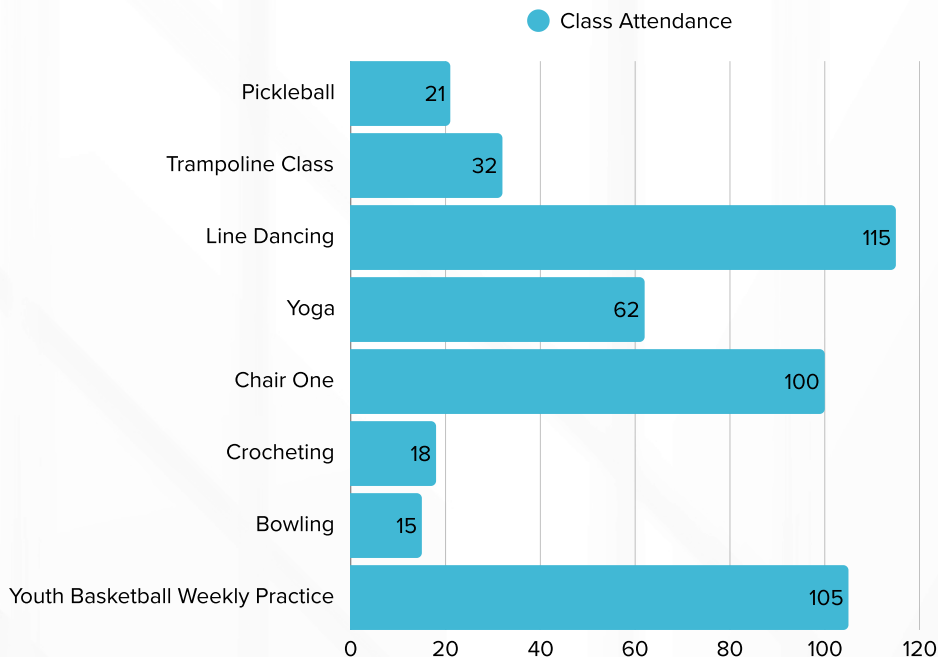
- The benefit education sessions will be held March 16th – March 17th. The 2026 benefit election enrollment will be in the Paycom benefits module.
- The enrollment period will be March 18th – March 20th. Wellness Week will feature vendors aligned with the City's 8 Dimensions of Wellness, biometric screenings, a Farmer's Market, and more.



Parks & Recreation

DIRECTOR: CHAPIN SCOTT

Monthly Activities – 2026



Key Accomplishments & Initiatives

FTop 3-5 Wins & Outcomes

- January 23, 2026 – First Aid & CPR Training partnership with Fairburn Fire Department – 16 senior participants & 3 staff members
- January 20, 2026 - Youth Track & Field Kickoff – 83 youth participants (weekly practice)
- Participation of the Fairburn Youth Council at Inauguration – 14 teen council members
- Completion of baseball dugout and field renovations
- Vendor selection for indoor basketball court renovation
- Father-Daughter/ Mother-Son Dance – February 7th – Sold Out (60)
- Youth Soccer MOU – Kids w. Goals Football

Project Status:

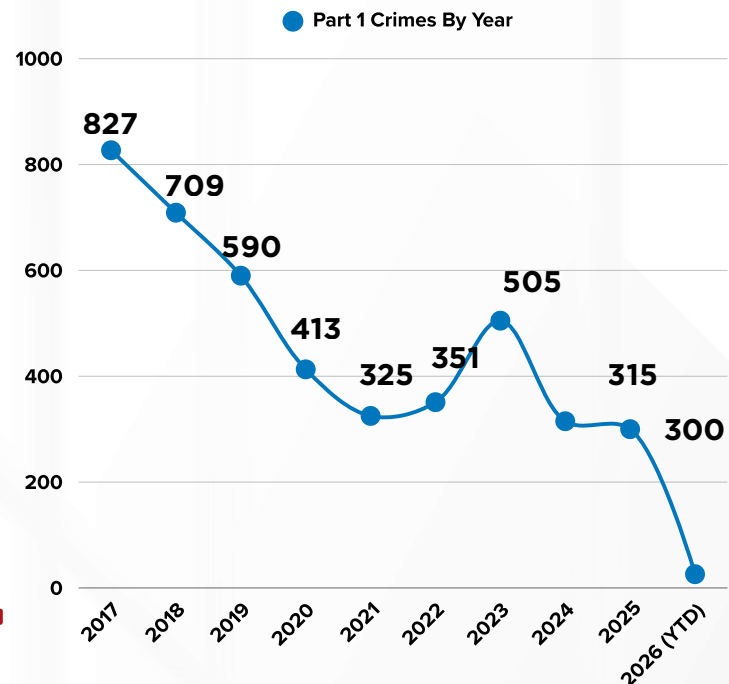
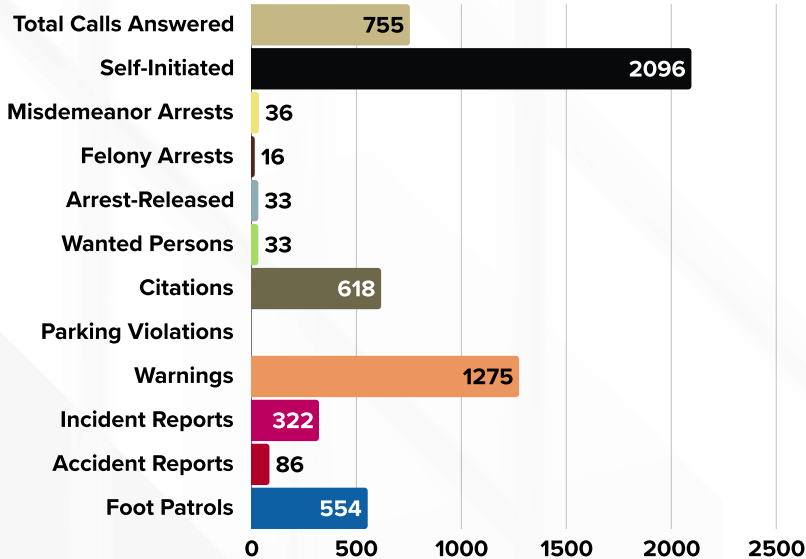
- Tennis Court Fence Repair – complete
- Pool House Repairs – complete / winterized
- Duncan Park Playground swing preplacement – complete
- Youth Center Rehab-
- Phase 1 interior painting – complete
- Phase 2 – replacement basketball court – agreement executed / start date tbd
- Phase 3 – light installation – no started
- Baseball Field Rehab – 90% complete / awaiting bleachers
- Mario B. Avery Park – Grant awarded / developing RFP



Police Department

DIRECTOR: CHIEF ANTHONY BAZYDLO

DECEMBER STATISTICS



PART 1 CRIMES ARE MURDER, MANSLAUGHTER, SEX OFFENSES, ROBBERY, AGGRAVATED ASSAULT, BURGLARY, MOTOR VEHICLE THEFT, THEFT, AND ARSON

January 2026

Murder	Rape	Robbery	Agg. Assault	Arson	Auto Theft	Theft	Burglary
0	0	1	4	0	2	18	4

December Accomplishments

Internal Affairs

- 1 officer vacancies, 3 military service, 3 medical / light duty

Community Policing

- PD participated in meeting with Congresswoman Lucy McBath
- Fulton County Point in Time Count

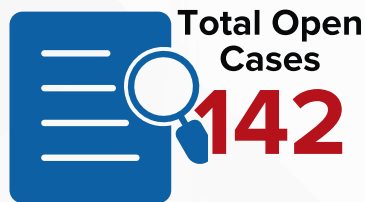


Planning & Zoning

DIRECTOR: DENISE BROOKINS

Key Accomplishments & Initiatives

- The Impact Fee Program remains active and fully operational during the reporting period. Program administration continues in compliance with adopted policies and applicable regulations.
- Progress was also made on blight remediation efforts with the successful demolition of one identified blighted property.
- Code Enforcement capacity was strengthened through the onboarding of a new officer.



Total Fees Collected
\$23,333.02

Total Project Costs
\$4,938,206
Million

Project Name	Proposed Use	Type of Request	Location	Next Step
Durham Lakes (Gas Station)	Gas Station	Concept Plan	101 Durham Lake Pkwy	On Hold - Awaiting an update from the applicant
NexMetro	Mixed Use (Multifamily, Conservation, and Park)	Rezoning	Milam Rd	On Hold - Under Review
7472 Graham Road Use	Truck Terminal	Use Permit	7472 Graham Road Use	Mayor and City Council - Public Hearing -02/23/2026



Key Accomplishments & Initiatives

- The Power Department team continues to accelerate with their enrollment in safety and training monthly, with classes at ECG. The team also passed their ECG safety audit and this makes them eligible for nomination of the esteemed Jeff Cook Diamond safety award again this year

KPI/Metrics

- Our Power Department team reported numerous power outages and blinks from high winds and freezing temperatures in January.

Project Status

- Currently still have approximately (6) new poles to complete make-ready work for a new AT&T installation. Cost paid for by AT&T • Contractor has started the electrical infrastructure work in Vickers Point. Expected to take approximately 3 months for completion.

Staffing and Operations

- The Power Department would like to welcome Connor Morgan as our newest Apprentice Lineman. This fills the last remaining vacancy for Apprentice Lineman. • Will be reviewing applications for the Lineman and Senior Lineman vacancies soon.

Upcoming Projects

- Tentatively starting the Fayetteville Road pole line rebuild in March or April.



Key Accomplishments & Initiatives



Permits Issued

2

1. Right-of-Way Encroachment Permits (2)
2. Timber Harvesting Permits (0)
3. Land Disturbance Permits (0)
4. Cleaning & Grading Permits (0)



Capital Improvement Projects Under Construction

4

1. Oakley Industrial Boulevard Left -Turn Lane
2. Roadway Improvements on Various City Roads Project
3. Mullis Street Pedestrian Improvements
4. I-85 @SR 74/Senoia Road Interchange Project

Community Development Project Plans Under Review

15



1. Landmark Athletic Facility
2. Senioa Road Apartments (Vida Fairburn)
3. 5645 Milam Rd (PVI New Office/Warehouse)
4. 5650 Milam Road (Mosby Fairburn)
5. Durham Lakes Amenity Center
6. @ Home Hotel
7. Public Safety Complex
8. 101 Durham Lakes Parkway
9. Shugart Farm 2A – Collinsworth Connector; Roadway Project
10. Georgia Renaissance Festival Horse Pasture
11. GMC Fairburn Campus Parking Lot
12. Santa Maria Tapas and Seafood Restaurant
13. Tree of Life Christian Academy
14. Strack Shop
15. South Park Building C



Capital Improvement Projects Under Design

11

1. Strickland Street
2. Plantation Road/JHarris Road
3. John Rivers Road Pedestrian - Phase 1
4. Orchard Street- Strickland Street
5. Fayetteville Road Streetscape Project
6. Brooks Drive Extension Roadway Project
7. W. Broad Street Streetscapes II, Phase 1 (Strickland St. to Beverly Engram Pkwy
8. W. Broad Street Streetscapes II, Phase II (Malone St. to SR 74 Loop Bridge approach slab)
9. Duncan Park Rd
10. Oakley Industrial Boulevard Roadway Extension
11. Gullatt Road Interchange Justification Report (IJR)



Projects Under Construction

19

1. Take 5 Oil/Coffee Shop
2. Fairburn Rd Booster Station
3. Cury Bend Development
4. Oakmont Bohannon 2
5. Meribel Townhomes
6. Meadow Glen Village
7. @ Home Hotel
8. Whataburger
9. 7980 Spence Road Pond Repair
10. T5 ATL IV Data Center
11. Vickers Point Subdivision
12. Living Word Church
13. Buckingham Fairburn Warehouse (Google)
14. Nestle Purina Petcare, Roadway and Drainage Improvements
15. Trillium Reserve Subdivision
16. Copart, Inc. – Fairburn
17. Fern Dale Subdivision
18. Renaissance Parkway Phase II
19. Legend Creek Subdivision

Key Accomplishments & Initiatives

City of Fairburn's Local Issuing Authority (LIA) 2nd Quarter Report for October 1, 2025 through December 31, 2025 and LIA Semi- Annual Report for July 1, 2025 through December 31, 2025 were submitted to the Fulton County Soil & Water Conservation District and the GA Soil & Water Conservation Commission (GSWCC) on January 30th, 2026.



Water, Sewer & Stormwater

DIRECTOR: DEREK HAMPTON

Key Accomplishments & Initiatives

- Assisted with Customer Service Day

KPIs/Metrics

- Work Orders Completed: 770

Project Status

- Water main repair @ 102 Rivertown Road-COMPLETED
- Water Main Repair @ Splitwood Lane and Hearth Way-COMPLETED
- Catch Basin Repair @ 117 Shannon Chase Drive
- Water Service Line Repair @ 110 Hearth Way •
Catch Basin Repair @ 110 Foster Circle
- Cctv Storm Drains (180 Hearth Way & 430 Palm Springs Circle)
- Flushed Sewer Main (Lincoln Drive & Mary Erna Drive)
- Installed (2) Meter Registers (5500 Oakley Industrial & 7915 Senoia Road)

Staffing & Operations

- 2 employee vacancies: Backflow Prevention Technician, Utilities Maintenance Worker I

Upcoming Projects

- Completing Contractor List for emergency work and small jobs via Procurement processes

