

CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
June 5, 2024 @ 6:30PM

The Honorable Michael Owens, Mayor
The Honorable Ron Davis, District 1 Councilmember
The Honorable Dami Oladapo, District 2 Councilmember
The Honorable Keisha Jeffcoat, Mayor Pro Tem/District 3 Councilmember
The Honorable Patricia Auch, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

CITY COUNCIL REGULAR MEETING AGENDA

1. **CALL TO ORDER** Mayor Michael Owens
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA**
6. **PRESENTATIONS/ACKNOWLEDGEMENTS/ PROCLAMATIONS**
 - a. Proclamation Recognizing City of Mableton One Year Anniversary
 - b. Congratulations Letter from Mableton Improvement Coalition
7. **APPOINTMENTS**
8. **PUBLIC COMMENTS** - *2 minutes per speaker - no more than 30 minutes for all speakers.
Anyone wishing to make a public comment should complete and submit the public comment card to the City Clerk prior to the start of the meeting.*
9. **CONSENT AGENDA**
 - a. May 22, 2024 Regular Meeting Minutes
10. **UNFINISHED BUSINESS**
 - a. Consideration and Approval of RFQ 24-02 for Professional Planning Firm to Conduct services for City of Mableton Comprehensive Plan 2045 (Deferred from May 8 and May 22, 2024 meetings) - Mayor Owens

11. NEW BUSINESS

- a. **First Read:** Ordinance Updating Chapter 7, Article 5, Hotel-Motel Excise Taxes, of the City of Mableton Code of Ordinances Pertaining to Hotel Motel Excise Tax - City Attorney Emilia Walker-Ashby
- b. Consideration and Approval for Mayor to Negotiate and Execute Financial Services Contracts - City Manager Bill Tanks
- c. Consideration and Approval for City Manager to purchase furniture in accordance with the Spending Plan - City Manager Bill Tanks

12. OTHER BUSINESS/DISCUSSION

13. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

14. CITY ATTORNEY/CITY CLERK/STAFF ANNOUNCEMENTS/COMMENTS

15. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

16. EXECUTIVE SESSION (IF NEEDED) FOR LITIGATION(O.C.G.A. 50-14-3 (b)(1)(A); REAL ESTATE(O.C.G.A. 50-14-3 (b)(1)); PERSONNEL (O.C.G.A. 50-14-3 (b)(2)); AND MISC. EXEMPTIONS (O.C.G.A. 50-14-3 (b)(4)&(5))

- a. Consideration and Approval of Resolution, A Prerequisite Resolution Declaring the Need of a Mableton Urban Redevelopment Agency, Establishing an Urban Redevelopment Area and for Other Lawful Purposes - Attorney Emilia Walker-Ashby
- b. Consideration and Approval of Resolution Establishing Membership and Composition of the Mableton Urban Redevelopment Agency and For Other Lawful Purposes - Attorney Emilia-Walker-Ashby

17. ADJOURNMENT



May 29, 2024

Dear Honorable Mayor Michael Owens, City Council Members Davis, Oladapo, Jeffcoat, Auch, Ferguson and Herndon.

****Congratulations on Our First Year as the city of Mableton****

One year ago, you embarked on a remarkable journey to establish Mableton as a beacon of self-governance and local empowerment. Today, we celebrate the first anniversary of our new city – now the largest in Cobb County with a diverse population of over 79,000 residents.

The journey was not without its challenges. In the beginning, some were skeptical of the need for cityhood, happy to leave things as they are. Yet, through the tireless efforts of our Mayor and City Council, the benefits of local governance have been made clear. We have seen and heard firsthand the advantages of having a city tailored to our unique needs and aspirations.

The establishment of Mableton as a city was a bold declaration of our community's values and vision for the future. It was a commitment to invest our time, talent, and resources into building the mechanisms of a successful city. Our hope is that Mayor Owens, and our six council members will exemplify what it means to work collaboratively, setting a course for smart growth and sustainable development that will benefit generations to come.

As we reflect on this past year, we recognize the milestones that have been achieved and the obstacles that were overcome. We are hopeful that the groundwork is being laid for a city that is not only administratively efficient but also a place where every resident can thrive.

On behalf of the Mableton Improvement Coalition, I express our deepest gratitude to everyone who has played a part in this historic endeavor. Your dedication to the cause of Mableton's cityhood has been nothing short of inspiring.

Here is to many more years of progress, unity, and prosperity. Happy First Anniversary, Mableton!

With sincere appreciation,

Nate Smith
Chairman
Mableton Improvement Coalition

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CITY COUNCIL REGULAR MEETING MINUTES - DRAFT

1. **CALL TO ORDER** Mayor Michael Owens
2. **ROLL CALL** - City Clerk Hiott conducted the roll call and quorum was present.
3. **INVOCATION** - Led by Councilmember Davis.
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA**

Motion was made by Councilmember Jeffcoat and seconded by Councilmember Herndon to approve the agenda. The motion was carried unanimously.

6. **ACKNOWLEDGEMENTS/ PROCLAMATIONS**
7. **APPOINTMENTS** - No appointments at this time. Mayor Owens noted there were several preliminary persons present in the meeting and thanked them for attending. There will be a Planning and Zoning training session for preliminary appointees, Council, and staff the following day by the Carl Vinson Institute of Government to be held at the Georgia Municipal Association Office located downtown Atlanta. He provided additional information about the Carl Vinson Institute of Government.
8. **ANNOUNCEMENTS/PRESENTATIONS/REPORTS**
 - a. Presentation of Concept Plan for 6116 Mableton Parkway SW, Suite 144 - Chad Kastner of AEI Engineering

Mayor Owens announced the item and recognized Mr. Kastner. Mr. Kastner distributed the layout of the concept plan. The concept plan was distributed and is available in the record. Mr. Kastner described there will be a lobby intake area and reception area. There is a hallway to a joint conference room, six cubicles in a bullpen area, storage room, break room, adding a restroom, storage space, and utility

area. The total square feet was 1500. The building will meet the needs of the City. Mr. Tanks reported that Fire Marshall McDowell had seen the building and he was supportive of the layout and thought it would go through very well. Questions followed.

- Councilmember Ferguson asked about the storage area located at the rear of the building.
- Mayor Owens explained the building will be mainly for the City's Community Development Department including building inspectors and code enforcement officers.
- Councilmember Herndon asked about the cubicles. There will be six cubicles to be 6x6 feet each.

b. Overview of Urban Redevelopment Planning - Attorney Emilia Walker-Ashby
Attorney Walker-Ashby presented. The presentation was distributed to Mayor and Council and is available in the record. Highlights of presentation:

- Urban Redevelopment Authorities are governed by O.C.G.A. Section 36-61-1 et. seq.
- City of Mableton Charter Section 3.11 (b) stipulates all members of boards, commissions, and authorities of the city shall be appointed by a majority vote of the city council, except where otherwise prescribed by this charter or by law.
- The Urban Redevelopment Law permits public officers of the City to serve as commissioners of the URA (36-61-19 (b)).
- Other cities that have an URA are Brookhaven and Stockbridge.
- A resolution must be adopted by the City finding that (1) One or more pockets of blight exist and (2) The rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city.
- Attorney Walker-Ashby explained the meaning of "blight" and the steps to initiate the URA and process, activation of the City Urban Redevelopment Authority, preparing a Urban Redevelopment Plan and bond validation.

Mayor Owens asked if there were any questions and there were none. Mayor Owens thanked Attorney Walker-Ashby for the informative and insightful presentation.

9. **PUBLIC COMMENTS** - 2 minutes per speaker - no more than 30 minutes for all speakers.
Anyone wishing to make a public comment should complete and submit the public comment card to the City Clerk prior to the start of the meeting.

Jeff Padgett announced the Friends of Mableton recently was recognized by Keep Georgia Beautiful for the Auxiliary Award. The Lions Club and Friends of Mableton look forward to the future as Keep Mableton Beautiful.

Robin Meyer of District 3 spoke about the proposed Planning and Zoning Commission Ordinance. She referenced her letter sent to the Mayor and Council (available in the record). She recommended if the planning commission member appointed by the mayor moves outside the city, such move constitutes a resignation from the planning commission, effective upon the date of such move. If a planning commission member

appointed by a council member moves outside the district, such move constitutes a resignation from the planning commission, effective upon the date of such move. She addressed other recommendations.

10. CONSENT AGENDA

- a. May 8, , 2024 Regular Meeting Minutes
- b. May 8, 2024 Work Session Minutes

Motion was made by Councilmember Ferguson and seconded by Councilmember Oladapo to approve the Consent Agenda. The motion carried 7-0.

11. UNFINISHED BUSINESS

- a. **Second Read:** Consideration and Approval of an Ordinance Amending Chapter 2, Administration of City of Mableton Code of Ordinances to add Section Dealing with Oaths - (First Read was held May 8, 2024) - City Attorney Emilia Walker-Ashby

Motion was made by Councilmember Ferguson and seconded by Councilmember Davis to approve the Ordinance Amending Chapter 2 dealing with the section of Oaths. The motion passed unanimously.

- b. Consideration and Approval of RFQ 24-02 for Professional Planning Firm to Conduct services for City of Mableton Comprehensive Plan 2045 (Deferred from May 8, 2024 Meeting) - Mayor Owens

Mayor Owens provided the background about the item. City Manager Tanks added that the panel felt rushed and asked for more time to consider. City Manager Tanks asked that the item be deferred to the next council meeting.

Motion was made by Councilmember Ferguson to approve the Consideration of the RFQ 24-02 for the Mableton Comp Plan to the next Council meeting. Councilmember Herndon seconded the motion. The motion passed unanimously.

City Manager Tanks provided his second recommendation to change the Council Meeting Calendar to change the June 12th meeting to a June 5th meeting date. City Attorney Walker-Ashby stated it was appropriate to make a motion.

Motion was made by Councilmember Jeffcoat to amend the City Council Meeting Calendar to change the June 12th meeting date to June 5th and Councilmember Oladapo seconded the motion. The motion passed unanimously.

- c. Consideration and Approval of Resolution Updating the City of Mableton Preliminary Classification and Pay Plan and for Other Purposes - (Deferred from the May 8 2024 Meeting) - Mayor Owens

Mayor Owens provided background information. He asked that the item be deferred

again to provide time to include hiring of the upcoming new hires, consult further with the DCA pay schedule. He asked for the Preliminary Classification and Pay plan to be deferred for 30 days.

Motion was made by Councilmember Jeffcoat to defer the Resolution Updating the City of Mableton Preliminary Pay Plan for 30 days and seconded by Councilmember Davis seconded. The motion passed unanimously.

12. NEW BUSINESS

- a. **First Read:** An Ordinance Creating Appendix A, Zoning, of the City of Mableton Code of Ordinances - Attorney Emilia Walker-Ashby

Attorney Walker-Ashby explained the ordinance was one of the first pieces of moving the Planning and Zoning process forward. There will be a public hearing and notifications will go out into the legal organ. This may be adopted isolated from the overall Code. As soon as the Zoning consultant comes on board, their input will be considered. The Ordinance is about the composition of the Planning Commission and Board of Appeals. The proposed ordinance is regulated by state law. She referenced the Zoning Procedures Act and Conflict of Interest Statutes and Robin Myer's letter of recommendations. She stated Robin Meyer's recommendations were really good and she asked the council for their feedback on the recommendations. The Mableton Improvement Coalition was familiar with zoning. She has spoken with Ms. Meyer several times. She addressed the ordinance. The ordinance was modified off of the Brookhaven ordinance.

Councilmember Walker-Ashby asked for feedback from the Council and addressed the following items:

- Whether a commissioner moves outside the district, but still in the City, is the position limited to be just someone in the district.
- Requesting the chair or vice chair, with seven members, should expect to have multiple people to serve, and can not be successive. Right now it is successive.
- Limit the notice of Planning Commission meetings to 72 hours - The Planning Commission may meet in certain instances for items that are not pending zoning items. She was hesitant to change to 72 hours. The safeguard is that if voting on a pending zoning application, the meeting would have to be published in the legal organ. So if done legally, there would be more than 72 hours anyway.
- Requirements to deal with conflict of interest will be subject to liability by state statute. The statute says the commissioner must disclose a financial interest in writing. She would have to research if can make a local code when it is already a state code.
- Terms of the commissioner to be two years instead of four years with the caveat that when a councilmember is no longer in office, the term would expire.

Attorney Walker-Ashby stated she planned to make the first two recommendations by the Mableton Improvement Coalition and asked for additional guidance for the other recommendations.

Questions followed:

- Council Member Auch asked if the ordinance could make reference to the Charter Section regarding Conflict of Interest. Attorney Walker-Ashby agreed to add to the ordinance.
- Councilmember Herndon asked if it was standard to have terms without limitations and if could serve successively. She asked about the term limitations and what were the benefits of having no term limits. Attorney Walker-Ashby stated the benefit would be if the commissioner was a tremendous asset. The downside or risk would give more room for political play. Attorney Walker-Ashby recommended two years.
- Mayor Owens opined the terms should be two years. A person moving out of the district should disqualify them.

Attorney Walker-Ashby will make adjustments and the next proposed draft will have public engagement. The adjustments will be made available to the public.

Mayor Owens reiterated this was the first piece of the Planning and Zoning Ordinance and process. The Ordinance establishes the terms and meeting procedures. It is not the larger Planning and Zoning Ordinance.

- b. Consideration and Approval of Statement of Work, The Recruitment Alliance, with HR Knowledge Source (HRKS LLC) and Authorize Mayor to Negotiate and Execute Agreement - City Manager Bill Tanks

City Manager Tanks provided background. As the City gears up to establish City services, the City will need a HR firm to fine tune recruitment, hiring and onboarding new hires. He had looked at three different firms and found this one to be the best fit. He asked for Council's support. There was a line of talented people who want to work for Mableton. This firm will help us get those talented hires. Also, HR Knowledge LLC will assist with the City's pay plan.

Lauren Chetty provided an overview of the firm on behalf of CEO founding partner, Sheree Knowles who could not be present. HRKS LLC is a faith-based, woman - minority-owned firm founded in Cobb County. Ms. Chetty commented the firm provided business consultant solutions in human resources, talent acquisition and culture. All proposals are tailored to the company's needs and cultures. The firm will help with the hiring and staffing making sure to meet the needs of the City's cultures and needs.

Motion was made by Councilmember Auch for the Mayor to negotiate and execute an agreement with HR Knowledge Source (HRKS LLC) and seconded by Councilmember Herndon.

Councilmember Herndon asked if the Council would be receiving more information about the Scope of Work and more detail. City Manager Tanks stated he would send the Scope of Work to Council. In summary, the firm will help with screening, recruiting, and looking at the pay plan to make sure the City was attractive and competitive. Once they will look at system, make sure legal, and following HR practices, they will start interviewing and looking at current needs for policies and benefits. They will help lay a foundation for hiring a HR Director.

Councilmember Herndon confirmed the firm will start the HR processes and lay the foundation for hiring a HR Director. Mr. Tanks stated they will help with the hiring recruitment, and onboarding and mature a HR Department.

Ms. Chetty explained how the team was very hands on and has decades of experience for other cities including Norcross and Atlanta.

The motion passed unanimously.

13. OTHER BUSINESS/DISCUSSION - None.

14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

City Manager Tanks recommended having an executive session. He announced details of the One Year Anniversary Celebration:

- Thursday, May 30th - Inaugural Mableton Classic Golf Tournament
 - Friday, May 31st - Mableton Living Legends Senior's Brunch
 - Saturday, June 1st - Mableton Day Festival and Fun Run at Mableton Town Square
- Everyone was encouraged to check the website and come out to celebrate Mableton's One Year Anniversary.

15. CITY ATTORNEY/CITY CLERK/STAFF ANNOUNCEMENTS/COMMENTS

16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

- Councilmember Davis congratulated Friends of Mableton for their award and thanked everyone who attended the recent town hall held by District 1 and 2.
- Council thanked everyone who attended the council meetings.
- Councilmember Oladapo thanked everyone who attended the town hall, also.
- Councilmember Jeffcoat thanked candidates who ran in the election and congratulated those that won. She hoped those that did not win, would stay engaged. She wished Happy Birthday to Mr. Scottie. She invited everyone to attend District 3 and District 5 town hall meeting to be held at the Impact Worship Center on May 28th.
- Councilmember Auch stated she will be hosting a class on June 29th about backyard chicken keeping.
- Councilmember Ferguson spoke about why Mableton needs to be a city and that the FIFA World Cup was coming in June 2026. Cities are getting ready now for the FIFA. He asked for ideas because the event will be here quickly. He invited everyone to the town hall.

- Councilmember Herndon stated the City of Mableton needed residents to serve on boards and commissions and encouraged everyone to reach out to the council.
- Councilmember Ferguson provided direction on how to get involved information on the City's website. <https://mableton.gov/get-involved>
- Mayor Owens spoke additionally about the one year anniversary of Mableton. The City was still here and moving forward. There has been an incredible amount of work that has taken place. He referenced the City's website. <https://mableton.gov/events>
- Mayor Owens reported on the previous Tunnels to Towers ground breaking event. Mayor Owens spoke about attending and speaking to the Pebblebrook Steam Program. He stated 100% of the Steam students are attending four year universities. He has been in conversations with Senator Osoff and Warnock. They are supportive and are waiting on ways they can help Mableton move forward. On May 10th, he received an invite from the Vice President of the United States and attended a reception at her residence. He spoke about Mableton, and brought greetings on behalf of the Council and City. She was intrigued and excited. Wherever he goes and does, he is advocating for the City.

17. EXECUTIVE SESSION (IF NEEDED) FOR LITIGATION(O.C.G.A. 50-14-3 (b)(1)(A); REAL ESTATE(O.C.G.A. 50-14-3 (b)(1)); PERSONNEL (O.C.G.A. 50-14-3 (b)(2)); AND MISC. EXEMPTIONS (O.C.G.A. 50-14-3 (b)(4)&(5))

Motion was made to go into Executive Session by Councilmember Oladapo for real estate, personnel, and litigation and seconded by Councilmember Jeffcoat. The motion passed 7-0. Yeas: Davis, Oladapo, Jeffcoat, Auch, Ferguson, Herndon and Owens (8:16 p.m.)

Motion was made to close Executive Session by Councilmember Auch and seconded by Councilmember Davis. The motion carried 7-0. Yeas: Owens, Davis, Oladapo, Jeffcoat, Auch, Ferguson, and Herndon. (10:26 p.m.)

Motion was made by Councilmember Oladapo authorizing the mayor to finalize and execute the lease agreement for 6116 Mableton Parkway within the parameters of the Spending Plan. Councilmember Jeffcoat seconded the motion. The motion passed unanimously.

18. ADJOURNMENT - Motion was made by Councilmember Oladapo and seconded by Councilmember Jeffcoat to adjourn. (10:31 p.m.)

Mayor Owens reminded the next meeting will be June 5, 2024.

Dr. Michael Owens, Mayor

Susan Hiott, City Clerk



AGENDA ITEM MEMORANDUM

MEETING OF: June 5, 2024

DEPARTMENT: Mayor and Council

ISSUE/AGENDA ITEM TITLE: Consideration and Approval of Comp Plan RFQ

This item was deferred from May 8 and May 22, 2024 meetings for additional review.

BACKGROUND/SUMMARY: On February 1, 2024, fourteen (14) companies were sent the City of Mableton Comprehensive Plan Mableton 2045 Request for Qualifications.

RFQ respondents were asked to provide a Scope of Work as part of their qualification package. The Scope of Work should contain, at minimum, the items listed below. Consultants submitting packages may add additional items that are considered necessary to implementing a successful project.

The final document should meet all Georgia Department of Community Affairs (DCA) Minimum Standards and Procedures for Local Comprehensive Planning and the minimum local planning standards defined in O.C.G.A. 50-8-7.1(b). The process shall include a thorough review of the existing plans and policies. The following plan elements shall be included but not limited to:

1. Community Goals
2. Needs and Opportunities
3. Community Work Program
4. Broadband Services
5. Economic Development
6. Land Use
7. Housing (Including Needs Assessment)
8. Transportation- multimodal, including trails and pathways
9. Environmental and Sustainability
10. Historic Preservation and Restoration
11. Cultural Resources
12. Vision and Mission Statements
13. Character Areas with maps and narrative statements
14. Special Use Areas
15. Future Land Use Map

The plan shall include a detailed implementation plan with short-and long-term work programs with considerations for estimated cost and funding sources.

The City received six (6) RFQs from: Blue Cypress Consulting, Grice Team, JLL Qualifications, The Collaborative Team, Pond, and Jacobs. The Mayor and Council reviewed the RFQs. Three firms were selected to provide their presentations to Mayor Owens, Councilmembers Jeffcoat and Davis, City Manager Bill Tanks, City Clerk Susan Hiott, and Executive Assistant to the Mayor Lily Smith.

Council will select and approve the firm to conduct the Comprehensive Plan Mableton 2045.

AN ORDINANCE UPDATING CHAPTER 7, ARTICLE 5, HOTEL-MOTEL EXCISE TAXES, OF THE CITY CODE OF ORDINANCES AS AUTHORIZED BY HOUSE BILL 1337 AND OTHER APPLICABLE LAWS AND FOR OTHER LAWFUL PURPOSES

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

WHEREAS, the duly elected governing authority of the City is the Mayor and Council (“City Council”) thereof;

WHEREAS, the City Council is authorized by Sec. 1.13 of the City Charter “to levy and collect such other taxes as may be allowed now or in the future by law”;

WHEREAS, the City Council is further authorized by O.C.G.A. § 48-13-50, et seq., and specifically O.C.G.A. § 48-13-51(b) to establish a hotel excise tax as set forth herein;

WHEREAS, House Bill 1337 of the 2023-2024 Regular Session of the Georgia General Assembly (“HB1337”) authorizes imposition of an excise tax on rooms, lodging and accommodations of eight percent (8%) by the City, as authorized by O.C.G.A. §48-13-51(b) for the purposes stated in O.C.G.A. §48-13-51;

WHEREAS, the City Council desires herein to update the City Code consistent with House Bill 1337; and

WHEREAS, the City Council finds this Ordinance to be in the best interest of the health, safety and welfare of the City.

IT IS HEREBY ORDAINED, by the governing authority of the City of Mableton as follows:

Section 1. Article 5, Hotel-Motel Excise Taxes, of Chapter 7 of the City of Mableton Code of Ordinances is hereby deleted and replaced to read as follows:

CHAPTER 7 - TAXES, FEES AND ASSESSMENTS

ARTICLE 5 - HOTEL-MOTEL EXCISE TAXES

Sec. 7.5.1A – Authorization.

This article is enacted under the authorization of HB1337 of the 2023-2024 Regular Session of the Georgia General Assembly, pursuant to O.C.G.A. § 48-13-51(b).

Sec. 7.5.1 - Definitions.

The following words, terms and phrases shall, for the purposes of this article and except where the context clearly indicates a different meaning, be defined as follows:

City. The City of Mableton and, variously, the incorporated territory of Cobb County wherein the City of Mableton is empowered to impose this tax by O.C.G.A. § 48-13-50, et seq.

Hotel tax administrator. The duly appointed city clerk, city attorney, city manager's designee, and/or other person/entity designated by the governing authority to administer the tax.

Due date. The 20th day after the close of the monthly period for which the tax is to be computed.

Estimated tax liability. The lodging provider's prospective tax liability based upon the average monthly tax remittance in the prior fiscal year, as adjusted for change in tax rate or as otherwise allowed by applicable law.

Folio. Primary documentation produced by a hotel that demonstrates interaction between the lodging provider and the occupant, and which, at a minimum, reflects the name and address given by the occupant, the date(s) of occupancy, the amount of rent charged for each date together with the amounts of applicable excise tax, and the method(s) of payment.

Guest room. Accommodations occupied, or intended, arranged, or designed for transient occupancy, by one or more occupants for the purpose of temporary living quarters or use.

Hotel. Any facility or any portion of a facility, including any house, rooming house, dormitory, Turkish bath, bachelor hotel, studio hotel, motel, motor hotel, auto or trailer court, truck stop, tourist cabin, campground, lodge, inn, time-share or other condominium, apartment community, public club, or private club, containing guest accommodations and which is occupied, or is intended or designed for temporary occupancy, by paying guests, whether rent is paid in money, goods, labor, or otherwise. It does not include any school dorm, hospital, asylum, sanitarium, orphanage, jail, prison, or other facility in which human beings are housed and detained under legal restraint.

Lodging provider.

- (1) Any person operating a hotel in the city including, but not limited to, the owner or proprietor of such premises, lessee, sub-lessee, lender in possession, licensee or any other person operating such hotel; and who is subject to the taxation imposed for furnishing for value to the public any rooms, lodgings, or accommodations.
- (2) Any person as defined by O.C.G.A. § 48-8-2(8)(M.3) who is subject to the taxation imposed for facilitating and furnishing for value to the public any rooms, lodgings or accommodations on behalf of another person.

Occupancy. The use or possession, or the right to the use or possession of any guest room in a hotel or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the guest room.

Occupant. Any person who, for a consideration, uses, possesses, or has the right to use or possess any guest room in a hotel under any lease, concession, permit, right of access, license to use or other agreement, or otherwise.

Permanent resident. Any occupant who, as of a given date, has or shall have occupied or has or shall have the right of occupancy of any guest room in a hotel for not less than 30 continuous days next preceding such date.

Person. Any individual, firm, partnership, joint adventure, association, social club, fraternal organization, joint stock company, corporation, cooperative, estate, trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, the plural as well as the singular number; excepting a franchiser as defined by O.C.G.A. § 48-13-50.4(i); and the United States, the State of Georgia and any instrumentality of either thereof upon which the city is without power to impose the tax.

Rent. The consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, and also the amount for which credit is allowed by the lodging provider to the occupant, without any deduction therefrom whatsoever.

Tax. The eight percent (8%) tax imposed by this article, as authorized by O.C.G.A. § 48-13-51(b), HB1337 (Georgia General Assembly, Regular Session 2023-2024) and other applicable laws.

Sec. 7.5.2 - Tax rate.

There shall be paid for every occupancy of a guest room in a hotel in the city a tax at the rate of eight percent (8%) of the amount of rent, unless as exempted under section 7.5.4 of this article.

Sec. 7.5.3 - Collection of tax by lodging provider.

Every lodging provider furnishing guest rooms in a hotel in the city shall collect a tax of eight (8%) percent on the amount of rent from the occupant, unless an exception is provided under this article. The lodging provider shall provide a receipt to each occupant, which receipt shall reflect both the amount of rent and the amounts of this and other tax applicable. This tax shall be due from the occupant and shall be collected by the lodging provider at the same time that the rent is collected. The lodging provider shall be liable to the city for the full amount received or collected as tax, whether collected appropriately or inappropriately; and for any amount of tax that should have been collected but was not.

- (1) Any person who receives or collects the tax or any consideration represented to be the tax from another person holds the amount so collected in trust for the benefit of the city and is liable to the city for the full amount collected, plus penalty and interest.
- (2) Any person who controls or supervises the collection of the tax from another person, or any person who controls the accounting for or remittance of the tax, and who willfully fails to remit or cause to be remitted the tax is liable as a responsible person for an amount equal to the tax not remitted or caused to be remitted, plus penalty and interest. The dissolution of a corporation, partnership or other business or fraternal association

does not affect a responsible natural person's liability under this sub-section. Furthermore, the liability imposed by this sub-section shall be in addition to any other penalty provided by law.

Sec. 7.5.4 - Exemptions.

The tax authorized by this article shall not apply to:

- (a) Charges made for any rooms, lodgings, or accommodations provided to any persons who certify that they are staying in such room, lodging, or accommodation as a result of the destruction of their home or residence by fire or other casualty;
- (b) The use of meeting rooms and other such facilities or any rooms, lodgings, or accommodations provided without charge;
- (c) Any rooms, lodgings, or accommodations furnished for a period of one or more days for use by Georgia state or local governmental officials or employees when traveling on official business. Notwithstanding the availability of any other means of identifying the person as a state or local government official or employee, whenever a person pays for any rooms, lodgings, or accommodations with a state or local government credit or debit card, such rooms, lodgings, or accommodations shall be deemed to have been furnished for use by a Georgia state or local government official or employee traveling on official business for purposes of the exemption provided by this paragraph. For purpose of the exemption provided under this paragraph, a local government official or employee shall include officials or employees of counties, municipalities, consolidated governments, or county or independent school districts; or
- (d) Charges made for continuous use of any rooms, lodgings, or accommodations after the first 30 days of continuous uninterrupted occupancy.

Sec. 7.5.5 - Registration of lodging provider; form and contents; execution; certificate of authority.

Every person engaging or about to engage in business as a lodging provider in the city shall immediately register with the city hotel tax administrator on a form provided by said official. Persons engaged in such business must so register not later than 30 days after the date that this article becomes effective. Such registration shall set forth the name under which such person transacts business or intends to transact business, the location of his place(s) of business and such other information which would facilitate the administration of the tax as prescribed by the city clerk. The registration shall be signed by the owner if a natural person; in case of ownership by an association or partnership, by a member or partner; in case of ownership by a corporation, by an officer. The city hotel tax administrator shall, after such registration, issue without charge a certificate of authority to each lodging provider to collect the tax from the occupant. A separate registration shall be required for each place of business of a lodging provider. Each certificate shall state the name and location of the business to which it is applicable.

Sec. 7.5.6 - Determination generally; returns; payments.

- (a) *Due date of taxes.* All amounts of such tax shall be due and payable to the city hotel tax administrator monthly on or before the 20th day of the month next succeeding the

respective prescribed period. The tax shall become delinquent for any prescribed period after the 20 day of each succeeding month during which it remains unpaid.

- (b) *Penalty and interest for failure to pay tax by due date.* A lodging provider who fails to make any return or to pay the amount of tax as prescribed, shall be assessed a specific penalty to be added to the tax in the amount of five percent or \$5.00, whichever is greater, if the failure is for one month or less; and an additional five percent or \$5.00, whichever is greater, for each additional month or fraction thereof in which such failure shall continue; provided, however, that the aggregate penalty for any single violation shall not exceed twenty-five percent or \$25.00, whichever is greater. Delinquent amounts shall bear interest monthly, or fraction thereof, until paid at the rate set forth in O.C.G.A. § 48-2-40.
- (c) *Acceptance of delinquent return and remittance without imposing penalty and interest; authority; requirements.* If the failure to make any return or to pay the amount of tax by the due date results from providential cause shown to the satisfaction of the governing authority of the city by affidavit attached to the return, and remittance is made within ten days of the due date, such return may be accepted exclusive of penalty and interest.
- (d) *Waiving of penalty and interest; authority.* O.C.G.A. § 48-2-41, relating to the authority to waive interest, and O.C.G.A. § 48-2-43, relating to the authority to waive penalty, shall apply; provided, however, that the governing authority shall stand in lieu of the state commissioner of revenue, and the city shall stand in lieu of the state.
- (e) *Penalty for fraud.* In the case of a false or fraudulent return, or of failure to file a return where willful intent exists to defraud the city of any tax due, a penalty of 50 percent shall be assessed.
- (f) *Return; remittance; time of filing; lodging providers required to file; contents.* On or before the 20th day of the month succeeding the respective prescribed period, a return for such preceding period together with appropriate remittance shall be filed with the city clerk. The return shall report the gross rent, taxable rent, exempt rent, amount of tax collected or otherwise due for the period, and such other information as may be required by the city clerk.

The amount of tax so remitted shall be credited against the amount to be due with the regular return for the monthly period to be filed on the 20th day of the succeeding month.

- (g) *Extension of time of filing; authority; requirements; remittance; penalty and interest.* The governing authority of the city may, for good cause, extend the time for making returns for not longer than 30 days. No extension shall be valid unless granted in writing upon written application of the lodging provider. Such grant may not be applicable for longer period than 12 consecutive months. A lodging provider granted an extension shall remit tax equaling not less than 100 percent of the tax paid for the corresponding period of the prior fiscal year; such remittance to be made on or before the date the tax would otherwise come due without the grant of extension. No penalty or interest shall be charged during the first ten days of the extension period. Thereafter, interest shall be collected on the unpaid balance at the rate set forth in O.C.G.A. § 48-2-40.
- (h) *Collection fee allowed lodging providers.* Lodging providers collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting, and paying the amount due, if the amount is not

delinquent at the time of payment. The rate of the deduction shall be three percent of the amount due, but only if the amount due was not delinquent at the time of payment.

Sec. 7.5.7 - Deficiency determinations.

- (a) *Re-computation of tax; authority to make; basis of re-computation.* If the city hotel tax administrator is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the city by any lodging provider, they may compute and determine the amount required to be paid upon the basis of any information within their possession or that may come into their possession. One or more deficiency determinations may be made of the amount due for one or more monthly periods.
- (b) *Penalty and interest for failure to pay tax.* Penalty and interest shall be assessed upon the amount of any determination, as provided by this article.
- (c) *Notice of determination; service of.* The city hotel tax administrator shall give to the lodging provider written notice of their determination. The notice may be served personally or by mail; if by mail, such service shall be addressed to the lodging provider at his address as it appears in the records of the city. Service by mail is complete when delivered by certified mail with a receipt signed by the addressee, or when made by statutory overnight delivery.
- (d) *Time within which notice of deficiency determination to be mailed.* Except in cases of failure to make a return or of fraud, every notice of deficiency determination shall be mailed within three years after the 20th day of the calendar month following the respective prescribed period for which the amount is proposed to be determined, or within three years after the return is filed, whichever period should last expire.
- (e) *Appeal or protest of deficiency determination.* The procedure for contesting a deficiency determination shall be as provided by O.C.G.A. § 48-5-380.

Sec. 7.5.8 - Determination if no return made.

- (a) *Estimate of gross receipts.* If any lodging provider fails to make a return, the city hotel tax administrator shall make an estimate of the amount of the gross receipts of the lodging provider, or as the case may be, of the amount of total rentals in the city which are subject to the tax. The estimate shall be made for the period or periods in respect to which the lodging provider failed to make the return and shall be based upon any information which is or may come into the possession of the city clerk. Written notice shall be given in the manner prescribed by this article.
- (b) *Penalty and interest for failure to pay tax.* Penalty and interest shall be assessed upon the amount of any determination, as provided by this article and any other applicable laws.

Sec. 7.5.9 - Collection of tax by city.

- (a) *Action for delinquent tax; time for.* Within any time allowed by law, the city may bring an action in a court of competent jurisdiction in the name of the city to collect the amount delinquent together with penalty, interest, court fees, filing fees, attorney's fees, and other legal fees incident thereto.

- (b) *Lodging provider selling or quitting business.* If any lodging provider liable for any amount under this article sells out his business or quits his business, he shall make a final return and remittance within 15 days after the date of selling or quitting the business.
- (c) *Duty of successors or assigns of lodging provider to withhold tax from purchase money.* If any lodging provider liable for any amount of tax, interest or penalty under this article sells out his business or quits the business, his successors or assigns shall withhold sufficiently from the purchase price to cover such amount until the former owner produces from the city hotel tax administrator either a receipt reflecting full payment or a certificate stating that no amount is due.
- (d) *Liability for failure to withhold.* If the purchaser of a business fails to withhold from the purchase price as required, he shall be personally liable for the payment of the amount required to be withheld by him to the extent of the purchase price.
- (e) *Credit for tax, penalty or interest paid more than once or erroneously or illegally collected.* Whenever the amount of any tax, penalty or interest has been paid more than once, or has been erroneously or illegally collected or received by the city, it may be refunded by the governing authority. If the lodging provider or person determines that they have overpaid or paid more than once, which fact has not been determined by the city clerk, such person shall have three years from the date of payment to file a claim in writing stating the specific ground upon which the claim is founded. The claimant may request a hearing before the governing authority at which the claim and any other information available will be considered. The governing authority shall approve or disapprove the claim and notify the claimant of its action.

Sec. 7.5.10 - Administration of article; record keeping.

- (a) *Authority.* The city hotel tax administrator shall administer and enforce the provisions of this article for the collection of the tax.
- (b) *Records required from lodging providers, etc.; form.* Every lodging provider renting guest rooms in the city shall preserve, for a minimum of three years, all folios, receipts, certificates of exemption and such other documents as the city hotel tax administrator may prescribe, and in such form as he may require. Said records shall at all times be available for examination within the city.
- (c) *Examination of records; audits.* The city hotel tax administrator or any person authorized in writing by same may examine the books, papers, records, financial reports, equipment and other facilities of any lodging provider renting guest rooms and any lodging provider liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the lodging provider, to ascertain and determine the amount required to be paid. Such examination shall be conducted at the place of lodging provision unless the city hotel tax administrator shall stipulate another place within the city. However, such an examination respecting a person merely facilitating rental may be undertaken only upon the request of that person as provided for by O.C.G.A. § 48-13-50.4(h).
- (d) *Authority to require reports; contents.* In administration of the provisions of this article, the city hotel tax administrator may require the filing of reports by any person or class of persons having in their possession or custody information relating to the rental of guest rooms which are subject to the tax. The reports shall be filed with the city hotel tax

administrator when required by said official, and shall set forth the rental charged for each occupancy, the date(s) of occupancy, the basis for exemption, or such other information as the city hotel tax administrator may prescribe.

Sec. 7.5.11 - Violations.

Any lodging provider who fails, neglects or refuses to register for collecting the tax as provided by this article, or to collect the tax as provided by this article, shall, upon conviction thereof, may be punished by a fine and/or confinement, as allowed by law. Any lodging provider who fails or refuses to make any return as provided by this article, to keep adequate records or to open them for inspection by the city, or to furnish other data reasonably requested by the governing authority shall, upon conviction thereof, may be punished by a fine and/or confinement, as allowed by law. Any lodging provider who makes a false or fraudulent return with intent to evade the tax shall, upon conviction thereof, may be punished by a fine and/or confinement, as allowed by law. Each and every day during any portion of which any violation is committed, continued, or permitted, shall constitute a separate offense, and shall be punished accordingly.

Sec. 7.5.12 - Effective date.

The tax levied herein shall become effective on August 1, 2024, as authorized by O.C.G.A. § 48-13-51(g) and other applicable laws.

Section 2. It is hereby declared to be the intention of the City Council that:

- (a) All sections, paragraphs, sentences and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- (b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing and renumbering purposes.

Section 4. This Ordinance, and the tax authorized herein, shall become effective August 1, 2024. In the event that any effective date and/or tax commencement date herein is lawfully determined to be invalid by a court of law, said effective date and tax commence date shall instead be the earliest date allowed by law. The effective dates under this section 4 shall override and supersede all provisions and ordinances in conflict therewith.

SO ORDAINED this _____ day of June, 2024.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney



AGENDA ITEM MEMORANDUM

MEETING OF: June 5, 2024

DEPARTMENT: City Manager

ISSUE/AGENDA ITEM TITLE:

Financial Services to include:

1. Review and presentation of financial data related to expenditures in Year 1 of Cityhood.
2. Assistance to the Interim CFO related to the creation of a budget for financial planning for FY 2025 and assistance with policies and procedures for the FY 2026 budget process.
3. Operational assessment of the finance function of the City of Mableton.
4. Optional- Recitation of additional services Sumter LGC can provide related to recruitment, staffing, embedded services and general consulting (such as incorporating the proposed retirement plan from GMA into our financial profile).
5. Transitional accounting staff and support.
6. Establishment of Internal Controls.

BACKGROUND/SUMMARY:

The city of Mableton will undergo rapid and complex changes in the fiscal year 2025 which starts on July 1st of this year. The FY2025 budget will be the basis of our adopted FY 2026 budget which will have compliance and reporting requirements. The foundation established by the Council and Staff has positioned the city to take upon three to four external services and at least three internal services over the next year. The implications of adding personnel and contractors, accounting for intangibles like sick and paid time off, leases, assets and depreciation, to name a few are high profile and priority items that must meet GASB standards and comply with state reporting requirements. This undertaking is much more complex than keeping up with revenues and expenditures and requires an accounting system and finance function capable of producing financial documents, reports, and statements in an accurate and timely manner.

Financial excellence is the mark of outstanding local governments. Citizens place the highest mark of trust on a government based upon how they handle governmental funds and expenditures. Mableton has started strong with a solid financial base thanks in large part to our Financial Consultant, Mr. Frank Milazi. With the onboarding of an accounting software, multiple projects occurring simultaneously, the expansion and growth of the city, and the potential for required financial statements, the city needs to build upon that foundation with an Accounting and Finance function that can be handed to our finance and accounting department in good and accurate order.

BUDGETED/FINANCIAL IMPACT – FUND:

Not to exceed \$120,000 for both firms



AGENDA ITEM MEMORANDUM

Page 2

Funding Options:

100-5.7450.52.3850 CONTRACT LABOR \$100,000.00

100-5.7400.52.3855 CONTRACTS AND FEES \$203,000.00

100-5.1512.52.1220 AUDITS \$50,000.00

RECOMMENDATION:

Approval of contracted services for financial and accounting services needed for an end of the year Financial Report, a FY 2025 Proposed Spending Plan, and audit/assessment of the accounting and financial system and internal controls and a report of such by the firms on behalf of the City Manager and Financial Consultant to the Mayor and Council.

Motions:

Authorization for the Mayor to negotiate and execute an agreement with Sumter Consulting services for an amount not to exceed \$60k.

Authorization for the Mayor to negotiate and execute an agreement with Rausch Advisory services for an amount not to exceed \$60k.

ATTACHMENTS :

1. Professional Services Proposal Sumter Local Government Services
2. Professional Services Proposal Rausch Advisory Services, LLC

May 31, 2024

Mr. Bill Tanks
City Manager
City of Mableton, GA
1400 Veterans Memorial Highway SE, STE 134-200
Mableton, Georgia 30126

Dear Bill,

On behalf of Rausch Advisory Services LLC. ("Rausch"), We appreciate the opportunity to be a trusted partner of the City of Mableton ("City" or "Mableton") and assist your organization in establishing foundational accounting practices. We recognize that there are several service providers in the market, and we are pleased you are considering Rausch to assist with this important effort.

This proposal describes our approach to assisting Mableton as an external strategic partner providing Accounting consulting services and developing a transition plan to streamline accounting processes and controls as they transition to the BS&A Financial Management Platform. Additionally, the proposal describes our engagement team and the benefits Rausch brings to the engagement.

Rausch is strongly committed to earning your loyalty by delivering exceptional results, quality, and value. We have attempted to demonstrate this in the context of this proposal, along with the strength of our business model, which our clients have reinforced.

Thank you again for considering Rausch. Please do not hesitate to contact us with any questions or comments.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jesse Feller', with a stylized flourish at the end.

Jesse Feller
Senior Client Services Manager

Rausch Advisory Services LLC.
707 Whitlock Ave SW, STE F1
Marietta, GA 30064

Pursuant to the Master Services Agreement (Document# MSA-05312024) entered into between Rausch Advisory Services LLC and The City of Mableton, Georgia, Dated May 31, 2024, the parties to the MSA enter into this Statement of Work on this 31st day of May 2024.

I. Background and Scope

The City of Mableton is looking to partner with a firm with deep experience in performing financial transformation projects. The initial assessment should identify gaps and improvements as The City transitions to the BS&A Financial Management Platform. The City Manager has also indicated that they wish to engage Rausch to assist with the following tasks:

- Develop a projected annual budget,
- Develop end-of-year reporting,
- Provide an Internal Audit to set the foundational accounting on a sustainable path and ensure the City of Mableton's compliance with Governmental Accounting Standards Board (GASB) standards.

II. Approach & Deliverables

The engagement will be broken out into the following phases and objectives:

Phase I: Discovery

An initial assessment of Mableton's accounting processes and controls will be conducted to understand financial operations. This includes an analysis of Mableton's business activities, Chart of Accounts, transaction data, process documentation, and GASB regulatory requirements that affect accounting practices. Based on Mableton's ability to provide data and process documentation, Rausch will recommend a financial transformation approach that aligns with their objectives and regulatory requirements.

Rausch estimates Phase I will take approximately 80 hours to complete.

Phase II: Financial Transformation

Based on the discovery in Phase I, we will work with Mableton management to develop a roadmap to transition the City's financial operations to ensure accuracy, completeness, and regulatory compliance in accordance with the GASB. Additionally, Rausch will assist in creating Mableton's forecasted budget and year-end reporting processes.

Rausch will bill for actual hours incurred and provide a revised estimate for Phase II and III as a supplement after the discovery phase and agree with Mableton's management on the go-forward approach.

Phase III: Internal Audit

Rausch will perform an internal audit of the city's financial accounting practices to ensure they comply with GASB standards. This will help ensure the city is prepared for an external GASB audit, and this process will further set the foundational accounting on a sustainable path. As part of this effort, Rausch will perform but not limited to the following steps:

1. Pre-Audit Planning: Plan for the audit by identifying potential bottlenecks and inefficiencies. Rausch will Evaluate Mableton's current processes and documentation to ensure they are precise and up-to-date.
2. Organize Financial Statements: Ensure that the financial statements and management's discussion and analysis are prepared in accordance with GASB standards.

3. Documentation: Rausch will work with you to gather and organize all necessary documentation, including supporting evidence for transactions and balances.
4. Use Technology: We will leverage technology to prepare working papers and organize lead sheets. This can help streamline the audit process.
5. Internal Review: Rausch will conduct an internal review of the financial statements and schedules to identify any areas requiring additional attention or correction before an external audit.
6. Training and Education: Rausch will ensure that Mableton's staff is trained on the latest GASB standards and the audit process.
7. Compliance with Procedures: Rausch will verify that you have followed all the required procedures and provide stakeholders with the opportunity to give input throughout the financial reporting process.

Work Papers

All work papers will be documented and provided to the City. They serve as the connecting link between the plan, our fieldwork, and the executive summary report. We ensure that work papers are complete and comprehensive yet concise and can serve as standalone documents, clearly stating the work performed, results of testing procedures, and conclusions reached.

Final Report

Upon completing our assessment, we will provide management with a final report, including a presentation with an executive overview outlining a high-level summary of our observations, findings, recommendations, and a detailed technical roadmap, outlining current to future state changes and a list of actions that will be necessary to be in conformance with GASB. We will work with City Management to include management responses for any recommendations for improvement.

III. Our Team

Seasoned Team and Strong Project Management Infrastructure

The keys to an effective relationship are communication, collaboration, and teamwork. Mableton and Rausch must always be in sync regarding the objectives we are trying to achieve, how we will collectively achieve them, and the standards to which we will collectively adhere. To ensure communication, collaboration, and teamwork, Rausch will provide:

- Seasoned accounting, finance, and IT experts and risk management engagement team;
- Robust project management infrastructure;
- Rausch's collaboration technology and project management processes and
- A promise to adhere to a mutually agreed-upon set of performance measures.

Mike Lisenby, CRISC, CDPSE, is responsible for this engagement's quality control and assurance. Based on the resource needs and timing of each engagement, Rausch anticipates assigning Wylie Roberts, CPA, to lead the engagement. *Refer to Appendix II for Team Profiles.*

Every week, Rausch provides a status report which includes accomplishments, project issues, and next steps. We have assigned a dedicated client relationship professional as a central point of contact to expedite communication between Mableton and Rausch. The designated client relationship manager will also meet with Mableton management periodically to ensure that all deliverables, work products, and expectations are met. These meetings will also form the basis for performance evaluations of the assigned team and ensure proper resource needs are allocated on a timely basis. We will remain flexible in our deployment strategy and meet frequently with project sponsors to proactively anticipate the changing needs of experts throughout the engagement.

IV. Fees and Billing Information

Based on discussions with the City Manager, we are prepared to begin this work in June 2024. Rausch anticipates assigning Michael Lisenby, CEO, to oversee the engagement's quality control and assurance and Wylie Roberts, CPA, to execute the assessment. As an effort to establish a relationship with The City of Mableton, Rausch will not bill for Michael Lisenby's time providing QA oversight to this engagement. Wylie's rate will be billed as an A&F Advisory Professional III at \$172 per hour.

As discussed above, Rausch will bill for actual hours worked and anticipates requiring 80 hours to complete Phase I, resulting in fees of \$13,760. At the completion of Phase I, Rausch will provide detailed estimates for Phase II and Phase III.

This proposal will be non-binding with regard to total billable hours. However, Rausch agrees not to conduct work outside the scope of the mutually agreed upon phases without prior agreement from Mableton management and to inform Mableton promptly if it believes that total billable hours for any mutually agreed upon area will significantly exceed the estimates provided. All reasonable and customary pre-approved out-of-pocket expenses, including travel expenses, in conjunction with this engagement, are Mableton's financial responsibility.

Rausch will issue weekly invoices for the hours worked during the previous week. Payment of the undisputed invoices is due thirty (30) days from receipt.

V. Confirmation of Terms and Conditions

Once again, we would like to thank you and the City of Mableton for selecting Rausch as your provider of choice. We truly appreciate your business and look forward to contributing to your success.

If the terms and conditions of this Agreement are satisfactory to both parties, please sign this letter and return it to my attention.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its respective duly authorized representative on the dates entered below.

CITY OF MABLETON, GA

RAUSCH ADVISORY SERVICES LLC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



RAUSCH MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of this 31st day of May, 2024, ("Effective Date") between Rausch Advisory Services LLC, a Georgia corporation having a place of business at 707 Whitlock Ave SW, Suite F-1, Marietta GA 30064 ("Vendor") and The City of Mableton, a Municipality having a place of business at 1400 Veterans Memorial Highway SE, STE 134-200 Mableton, Georgia 30126 ("Client").

WHEREAS, Vendor provides services and deliverables as defined herein; and

WHEREAS, Client desires to purchase such services from Vendor.

NOW, THEREFORE, and for mutual consideration given and received, the parties agree that the following terms and conditions shall apply:

1. **Scope.** Vendor is in the business of providing business consulting, staffing and professional placement services in the areas of finance and accounting, internal auditing, and information security (collectively hereinafter "Services"). Client desires to retain the Services of Vendor as described in the applicable Statement of Work agreed upon in writing by the Client attached hereto, each attachment a separate "Statement of Work" (hereinafter "SOW") For the purposes of this Agreement, the definition of Vendor shall include Vendor Personnel. The definition of Personnel shall include employees, independent contractors, consultants or other persons or entities engaged to aid in performing the respective party's duties under this Agreement. Client shall be defined as the corporation, its subsidiaries and affiliates, and their directors, officers, and employees.

2. **Term.** This Agreement will be binding on the Effective Date and will continue for twelve (12) consecutive months and any and all renewal terms thereafter (hereinafter "Term"). This Agreement shall renew for twelve (12) consecutive months on the anniversary date of the Effective Date and on the date the immediately preceding renewal term expires, unless terminated, subject to the terms of this Agreement.

3. **Performance.** All Services performed under this Agreement shall be performed in a diligent, work person like and professional manner, in conformance with applicable professional industry standards, and in accordance with all specifications, drawings, instructions and or documentation as agreed upon by the parties under this Agreement and in the SOW. In addition, Vendor will assign to Client's projects Vendor Personnel with adequate education, training and experience to perform the Services assigned to them. In the event that any Vendor Personnel performing Services is found to be unacceptable to Client for cause or without cause, including, but not limited to, demonstration that he or she is not qualified to perform such Services, Client shall notify Vendor of such fact and Vendor shall immediately remove said Vendor Personnel from performing Services and, promptly provide a qualified replacement. In addition, Vendor shall not remove any Vendor Personnel providing Services under this Agreement without the prior written consent of Client. Upon request by Client, Vendor shall ensure that all Vendor Personnel execute a Non-Disclosure Agreement in a form acceptable to Client, and Vendor will be responsible for any violation of such agreement.

4. Timely Performance. If Vendor has knowledge that anything prevents or threatens to prevent the timely performance of the Services under this Agreement, Vendor shall immediately notify Client thereof and include all relevant information concerning the delay or potential delay and such notice and inability to timely perform shall not constitute a breach. Changes in conditions of law or delays or other events beyond Vendor's reasonable control, may require the contract price and/or date of performance revisions to be agreed upon by both parties.

Vendor's performance hereunder is contingent upon the cooperation of Client, including the supply to Vendor of adequate resources and information as mutually agreed upon pursuant to this Agreement. If any delays in Vendor's performance occur as a result of failure or untimely performance by Client and/or vendors, the Term of this Agreement shall be extended to the extent of any such delay and Vendor shall not incur any liability to Client as a result of such delay. If such delay lasts for thirty (30) days or more, Vendor shall be entitled to terminate this Agreement by giving written notice to Client and such termination shall be effective on the date indicated in said notice.

5. Deliverables. Items that are deemed deliverables shall be sent to the Client by the Vendor as per the deliverable schedule identified in the SOW.

6. Reports. Vendor shall provide written periodic reports relating to the Services provided by the Vendor, the frequency and form of which will be determined by Client.

7. Acceptance. During the Term of this Agreement, Client shall have the right to accept or reject any such staffing employee Vendor provides pursuant to an SOW, and reserves the right to require the Vendor to immediately replace the staffing employee performing the Services if rejected. Deliverables and reports provided to Client by Vendor will be reviewed and approved by the representatives appointed by Client. Client shall accept or reject each deliverable or report within fifteen (15) days of receipt. Each such deliverable and report shall be deemed accepted unless rejected in writing within fifteen (15) days following delivery thereof. Acceptance shall not be unreasonably withheld. Any rejection shall be in writing and specifically state the manner in which the deliverable or report is materially defective. For purposes of this Agreement, fifteen (15) days shall constitute a reasonable period for the Client to determine acceptance of Vendor's performance. Vendor shall use commercially reasonable efforts to make the modifications necessary to correct such material defects; upon completion, Vendor shall submit the modified deliverable or report to Client and Client must accept or reject the deliverable or report at issue within fifteen (15) days of receipt.

8. Invoicing For Services. Vendor's invoices shall be issued weekly based on the hours completed during the previous week or as set forth in the applicable SOW. All invoices shall provide a detailed itemization of charges contained therein. The Services shall be delivered free from all claims, liens, and charges whatsoever. In the event Vendor owes money to or is otherwise obligated to Client when the invoice is issued, Client may offset such invoices or the sums due or obligated, making payment to Vendor only for such balance due.

9. Limit of Expenditure. For fees not fixed in the SOW, expenditures for Services provided under this Agreement shall not exceed the limit set forth in the applicable SOW, unless otherwise expressly approved in writing by Client. Notwithstanding the aforementioned or any other provisions in this Agreement, the total amount payable by Client for the Services shall be determined by applying the stated rate of compensation, if any, to the Services actually performed. Vendor shall not render Services in excess of the amount stipulated in this

Agreement nor shall Client be required to pay for such excess Services, unless Vendor has first secured an amendment to this Agreement signed by an authorized representative of Client for the increase in expenditure.

10. Termination. In the event of the breach of this Agreement by either party, the non-breaching party may terminate this Agreement if said breach is not cured within thirty (30) days after written notice by non-breaching party has been provided. Either party may, at any time during the Term, upon thirty (30) days prior written notice, terminate this Agreement, in whole or in part, by written notice to the other. Upon termination by either party, Client's liability shall be limited to payment of the amount due for actual Services provided and, if applicable, deliverables provided through the date of termination.

11. Payment Terms. In full compensation for the Services provided under this Agreement, including any and all reasonable expenses Vendor may incur, Client shall pay Vendor a set rate for the Services actually rendered as set forth in each applicable SOW to this Agreement. Invoices shall be paid within thirty (30) days from Client's receipt of an invoice, subject to Client's acceptance of Services in accordance with the terms in this Agreement. Any applicable taxes incurred in connection with the Services or deliverables (except for taxes imposed on income) will be billed to, and paid by, Client, in addition to fees. All amounts payable by Client pursuant to the terms herein shall be inclusive of taxes and shall remain unchanged for the Term of this Agreement.

12. Independent Contractor. Vendor shall at all times be considered an independent contractor. Vendor Personnel are not employees, agents, consultants, representatives, assistants or independent contractors of Client, its subsidiaries, affiliates or related companies. Accordingly, Vendor shall be responsible for (1) supervision of Vendor Personnel including performance of Services as provided in this Agreement; (2) verification and maintenance of the U.S. employment authorization of Vendor Personnel performing Services under this Agreement and record keeping obligations evidencing thereof (collectively hereinafter "U.S. Employment Authorization Requirements"); and (3) payment of its own labor costs, unemployment, social security and other payroll taxes, including any contributions required by law and shall indemnify, defend and hold harmless Client from and against any claims arising from Vendor's failure to do so.

13. Changes. Client may at any time during the performance of Services require additions, alterations or deductions (hereinafter "Change") from the SOW. No Change shall be considered an addition, alteration or deduction from the SOW, nor shall Vendor be entitled to any compensation for Services completed pursuant to or in contemplation of a Change, unless made pursuant to a written Change Order issued by Client. Such Change Order shall include any and all additions, alterations or deductions so authorized and approved by Client and the manner in which such change will alter the SOW.

14. Confidentiality. Neither party shall disclose Confidential Information of the other party except as set forth below. For the purposes of this Agreement, "Confidential Information" shall be defined as any confidential or proprietary information of such party (or of any third party that is in the possession of such party), regardless of whether disclosed or provided orally, electronically, or in physical form, that should reasonably be understood to be confidential or proprietary given the nature of the information or the circumstances surrounding its disclosure. Additionally, each party shall only access and use the Confidential Information of the other party

as required to and for the limited purpose of performing its obligations under this Agreement; provided, that each party may disclose Confidential Information of the other party to its Personnel who need to know such information in order to perform their obligations related to this Agreement and who are contractually bound by confidentiality obligations that are at least as protective as those in this Agreement. The receiving party shall use the same degree of care as it uses to protect its own Confidential Information of like nature, but no less than a reasonable degree of care, to avoid any unauthorized disclosure, publication, or dissemination of the Confidential Information of the disclosing party. Vendor acknowledges and agrees that it has in place and maintains appropriate security measures and safeguards to prevent the disclosure of personal information, consistent with applicable law. The foregoing obligations shall not apply to any information that is (1) at the time of disclosure, or thereafter, becomes part of the public domain through a source other than the receiving party; (2) subsequently learned from a third party that did not violate an obligation of confidentiality when disclosing such information and such third party does not impose an obligation of confidentiality on the receiving party; (3) known to the receiving party at the time of disclosure; or (4) generated independently by the receiving party without use of or reference to the Confidential Information. Additionally, these confidentiality obligations shall not restrict the disclosure of Confidential Information if legally required to be disclosed by law, subpoena or other legal, governmental, or regulatory process or agency; provided that the receiving party gives prompt notice to the disclosing party of any such legally mandated disclosure requirement and reasonably cooperates with the disclosing party at the disclosing party's request and expense to resist such order or to obtain a protective order in which the receiving party only discloses the minimum amount of information necessary to satisfy such legally mandated disclosure. The receiving party shall be responsible for any failure to comply with this Agreement, including, for the avoidance of doubt, any act or omission of either party that would be considered a breach of this Agreement if such act or omission was performed or omitted by the receiving party, such as unauthorized disclosure or use of Confidential Information. Client agrees to allow Vendor to store and use Client's business contact information, including names, business phone numbers, and business e-mail addresses, anywhere Client does business. Such information shall be processed and used in connection with our business relationship with Client. Upon Client's request, Vendor shall, at no additional charge to Client, destroy or surrender to Client promptly any copy of such Confidential Information.

- a) Client Data. All Client Data, as defined below, whether in tangible or intangible form, is, or shall be, and shall remain the property of Client and shall be considered Confidential Information of Client. For the purposes of this Agreement, the definition of "Client Data" shall include (1) Personal Data; (2) all data and information submitted to Vendor either obtained, developed or produced in connection with the Service; and (3) all data and information to which Vendor has or may have access in connection with the Service, including any information on Client's, any of Client's direct or indirect affiliates', or any of the respective third party vendors' information technology environments. For the purposes of this Agreement, the definition of "Personal Data" shall include any information or data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with an individual, consumer, customer, or household. Upon termination or expiration of this Agreement (or at any time requested by Client), all Client Data received by Vendor will be deleted from the information technology environment of Vendor unless otherwise permitted in writing by Client.

- i) With respect to Client Data: (1) Client Data is considered Confidential Information; (2) Client Data is and will remain the property of Client; and (3) to the extent that Vendor has access to or receives Client Data, it will not collect or use any such data without the prior written approval of an authorized officer of Client. Vendor will maintain the confidentiality of such Client Data and will treat it in accordance with the requirements of this Agreement, Client's applicable privacy policies in place at the time of this Agreement, privacy statements and laws, rules, and regulations applicable to such Client Data. Vendor will only use Client Data as absolutely necessary to provide the services to Client.
- ii) Vendor has implemented and currently maintains an effective information security program to protect Client Data, which program includes administrative, technical and physical safeguards sufficient to (1) ensure the security and confidentiality of such Client Data; (2) protect against any threats or hazards to the security or integrity of such Client Data; and (3) protect against unauthorized access to or use of such Client Data.

15. Proprietary Rights. Vendor acknowledges and agrees that Client shall retain all ownership rights in any deliverables, including all work papers and work products, developed by Vendor under this Agreement and delivered to Client, excluding "Vendor Proprietary Materials", as defined below, and any third-party software that is incorporated into the deliverables. Client acknowledges that as part of performing Services, Vendor may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques, including any enhancements or modifications thereto, which have been originated or developed by Vendor, or which have been purchased by, or licensed to Vendor (collectively hereinafter "Vendor Proprietary Materials"). Client agrees that Vendor shall retain sole and exclusive title, rights and interest in and to Vendor Proprietary Materials.

16. Non-Solicitation. Client shall not solicit for employment any Vendor Personnel who is involved in the performance of Services for this Agreement during the Term of this Agreement and for a period of twelve (12) months following its termination except as may be agreed to in writing by both parties. If Client hires through direct solicitation any Vendor Personnel who is involved in the performance of Services for this Agreement during this Term, a hiring fee of twenty five percent (25%) of the Vendor Personnel's annual compensation will be immediately due and payable. Vendor agrees to waive the fee in the event that the Vendor Personnel has worked on a Client project consecutively for six months.

17. Client Accounting. Any consultation or recommendation either written or verbal provided by Vendor with respect technical accounting or regulatory compliance should not be construed by Client as opinions rendered in accordance with the standards of the Public Company Accounting Oversight Board (PCAOB). All decisions regarding the application of generally accepted accounting standards or compliance with applicable laws or regulations, including compliance with SEC reporting requirements are the responsibility of Client management and should be made subject to audit within the scope of attestation procedures performed by the Client's independent accountant in the normal course of business. Vendor Personnel shall not render an opinion on financial statements, nor sign on behalf of Vendor to any financial statement or tax return while on assignment for Client.

18. Compliance with Laws. Vendor shall comply at its own expense with all applicable laws, ordinances, regulations and codes, including, but not limited to (1) all U.S. Employment Authorization Requirements; and (2) the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance under this Agreement; and shall provide Client with evidence of such compliance as may be requested by Client from time to time during the Term.

19. Indemnity. Vendor agrees to indemnify, defend and hold harmless Client, its direct and indirect affiliates, and their officers, directors, stockholders, shareholders, managers, members, partners, employees, customers, agents, vendors, suppliers, successors and assigns (collectively hereinafter "Client Indemnified Party") from and against any and all claims, suits, proceedings, judgments, penalties, taxes, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and attorney fees) which relate to or arise from: (1) injuries or death to persons or damage to property, including theft, in any way arising out of or caused by the Services performed by, any persons furnished by Vendor; (2) assertions under Workers' Compensation or similar acts made by persons furnished by Vendor; (3) any breach by Vendor pursuant to the Confidentiality provision herein; or (4) Vendor's gross negligence or willful misconduct; provided, however, that Vendor shall not be liable for such indemnification resulting from (1) or (2) of this provision, if and to the extent such damages are determined by a court of competent jurisdiction to have been caused by negligence of Client. For purposes of this provision, "similar acts" includes any claim brought by Vendor's employee(s) that would be considered a Workers' Compensation claim if brought against Client by one of Client's own employees. Client shall have the right to participate in the defense of a claim at Client's expense. Vendor may not settle any claim, suit, proceeding, etc. for which a Client Indemnified Party is entitled to indemnification without Client's prior written consent.

20. Infringement. Vendor shall indemnify, defend and hold harmless Client Indemnified Party from and against any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest; and (2) related to the existence of this Agreement or performance under or in contemplation of it (hereinafter "Infringement Claim"). At Client's request, Vendor shall defend or settle, at its own expense any demand, action or suit on any Infringement Claim for which it is indemnitor hereunder. Client shall timely notify Vendor of any assertion against it of any Infringement Claim and shall cooperate in good faith with Vendor in the defense of any such Claim.

21. Insurance. Vendor and Vendor's subcontractors, if any, shall maintain during the Term of this Agreement (1) Workers' Compensation insurance as prescribed by the law of the state in which the Services are performed; (2) employer's liability insurance with limits of at least \$1,000,000 for each occurrence; (3) automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; (4) Commercial General Liability (hereinafter "CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence; and (5) Professional Liability insurance in the amount of \$2,000,000.

All Vendor CGL and automobile liability insurance shall designate Client as additional insured. All such insurance except Workers' Compensation and employer's liability must be primary and



non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any other coverage available to Client shall apply on an excess basis.

Vendor and Vendor's subcontractors shall furnish prior to performance, certificates or adequate proof of the foregoing insurance, including, if specifically requested by Client, endorsements and policies. Client shall be notified in writing at least thirty (30) days prior to cancellation of or any change in the policy. Insurance companies providing coverage under this Agreement must be rated by A.M. Best with at least an "A" rating.

22. Notices. Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by Vendor or Client shall be in writing sent via hand delivery, confirmed facsimile, certified or registered mail, overnight carrier with confirmed delivery notification or electronic mail with delivery confirmation. All notices shall be addressed to the respective parties as follows:

To Vendor:
Rausch Advisory Services LLC.
707 Whitlock Ave SW, STE F-1,
Marietta GA 30064
Attn: _____

To The City of Mableton, Georgia:

Attn: _____

With a copy to:
Rausch Advisory Services LLC.
707 Whitlock Ave SW, STE F-1,
Marietta GA 30064
Attn: Michael Lisenby, CEO

With a copy to:

Attn: _____

The above addresses may be changed at any time by giving prior written notice to the respective address above.

23. Assignment. Vendor shall not assign any right or interest under this Agreement without the prior written consent of Client. Vendor shall be responsible to Client for all Services performed by any subcontractor(s).

24. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or nonperforming party or its subcontractors. The period of performance and Term of this Agreement shall be extended to the extent of any such delay.

25. Survival of Obligations. The obligations of the parties under this Agreement shall survive termination, cancellation or expiration of this Agreement to the extent required to provide full force and effect to the parties' obligations and remedies with respect thereto.

26. Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.



27. Choice of Law. This Agreement and all transactions under it shall be governed by the laws of the State of Georgia.

28. Alternate Dispute Resolution. If a dispute arises related to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of a party, to mediation by the American Arbitration Association ("AAA"). Any such mediation will be held in Cobb County, Georgia. Each party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of the AAA. All defenses based on passage of time shall be suspended pending the termination of the mediation. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation. Notwithstanding the aforementioned or any other provision in this Agreement, neither party waives their right to trial by jury.

29. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Agreement, but rather this entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

30. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no understandings relative to the contents of this Agreement exist between the parties other than as expressed herein. This Agreement may be amended or modified only in writing and shall have no legal effect until it is signed in ink by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of the day and year first written above.

Rausch Advisory Services LLC.

The City of Mableton, Georgia

By _____

By _____

Print Name: Michael Lisenby

Print Name: _____

Title: President & CEO

Title: _____

STAFFING CONVERSION

Vendor agrees to provide Services as described herein, in accordance with the terms and conditions of the Agreement to which this is attached. This Statement of Work shall not be deemed an amendment to the Agreement but is merely a supplement thereto.

1. **Description of Services:** Staffing Services for Contractor/Consultant to Permanent Employee (Full-Time).
2. **Deliverable, Delivery Date and Acceptance Criteria:** Vendor shall provide Client with contractors or consultants to meet the qualifications requested by Client upon whom Vendor has performed a successful background check and any other assignment eligibility screening of staffing as required by Client, on or by the date required and requested by Client (hereinafter "Vendor Staffing Candidate"). Client may reject a Vendor Staffing Candidate at any time, and Vendor shall promptly replace such Vendor Staffing Candidate with another equally qualified Vendor Staffing Candidate acceptable to Client.

Vendor's background check will be conducted as follows: To the extent permitted by applicable law, Vendor will have a third party vendor (1) conduct a social security trace; (2) complete a statewide seven (7) year criminal background investigation for all state felony convictions and pending charges and state misdemeanor convictions; (3) if our professional has achieved a degree from a U.S. college or university as indicated on his or her resume, request confirmation of that degree; and (4) verify prior employment information contained on the candidate's application for the candidate's past seven (7) years of employment to the extent such information may be verified. In the event Vendor provides a copy of the results of the foregoing checks (hereinafter the "Report") upon a written request by an authorized representative of Client, Client agrees to keep the Report strictly confidential and to use the Report for employment purposes only.

3. **Invoice and Payment Schedule:** Bill rates will be determined on a case by case basis and as mutually agreed to by the parties in writing (hereinafter "Rates"). Client shall pay Vendor in accordance with the Payment Terms of the Agreement. All invoices submitted for payment shall be forwarded to the Client representative who initiated the search with Vendor.
4. **Conversion Fee:** For a Vendor Staffing Candidate assigned by Vendor to Client, which Client seeks to directly hire during the assignment, Client agrees to compensate Vendor based on the annual base salary (exclusive of bonuses) to be paid to the individual as an employee of Client during the first twelve(12) months of hire by Client, plus all applicable taxes (collectively hereinafter "Salary"). Client shall pay Vendor a percentage of such individual's Salary as set forth in the following table:

Applicable Hours Worked by Individual as a Vendor Staffing Candidate	Percentage of Salary
0 – 320 Hours	25 %
321 – 480 Hours	20 %
481 – 640 Hours	15 %
Over 640 Hours	5 %



5. Additional Expenses, Costs or Fees. Client and Vendor understand and agree that Client will only pay additional expenses, costs, or fees upon the prior written approval by Client.

IN WITNESS WHEREOF, the parties have caused this Attachment A-1 to be executed by their undersigned duly authorized representatives as of the Effective Date:

Rausch Advisory Services LLC.

The City of Mableton , Georgia

By _____

By _____

Print Name: Michael Lisenby

Print Name: _____

Title: President & CEO

Title: _____



PROFESSIONAL PLACEMENT SERVICES

Vendor agrees to provide Services as described herein, in accordance with the terms and conditions of the Agreement to which this is attached. This Statement of Work shall not be deemed an amendment to the Agreement, but is merely a supplement thereto.

- 1. Description of Services:** Professional Search Firm Services (Contingency) for Direct Placement (Full-time Hires).
- 2. Deliverable, Delivery Date and Acceptance Criteria:** Vendor shall provide Client with quality candidates which meet the qualifications requested by Client upon whom Vendor has performed a successful background check on or by the date required and requested by Client (hereinafter "Candidate"). Client may reject a Candidate at any time, and Vendor shall promptly replace such Candidate with an equally qualified individual acceptable to Client.

Vendor's background check will be conducted as follows: To the extent permitted by applicable law, Vendor will have a third party vendor (1) conduct a social security trace; (2) complete a statewide seven (7) year criminal background investigation for all state felony convictions and pending charges and state misdemeanor convictions; (3) if our professional has achieved a degree from a U.S. college or university as indicated on his or her resume, request confirmation of that degree; and (4) verify prior employment information contained on the candidate's application for the candidate's past seven (7) years of employment to the extent such information may be verified. In the event Vendor provides a copy of the results of the foregoing checks (hereinafter the "Report") upon a written request by an authorized representative of Client, Client agrees to keep the Report strictly confidential and to use the Report for employment purposes only. Vendor does not engage in any verification process other than the checks provided in this paragraph (e.g., Vendor does not administer a medical exam or drug screen).

- 3. Invoice and Payment Schedule:** Client shall pay Vendor in accordance with the following payment schedule:

a. Fixed Fee. In accordance with the Payment Terms of the Agreement, upon presentation of an invoice by Vendor, the fee will be equal to 25% of the Candidate's first year base salary, exclusive of bonuses (inclusive of any and all taxes, expenses, or other charges).

b. Refund/Replacement of fee, and/or candidate schedule: If Client rejects a Candidate, the refund of a fee will be as follows unless a replacement Candidate is submitted for a rejected Candidate and such replacement Candidate is hired from Vendor by Client within thirty (30) days:

Amount of time Candidate employed by Client prior to being let go	Fixed Fee refund for such Candidate
1 – 30 Days	100%
31 – 60 Days	75%
61 – 90 Days	25%

91 Days or more	0%
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c. **Representation of Candidate by Vendor to Client:** Vendor will be the Candidate's representative and will receive a fee for the full-time employee placement of such Candidate with Client for a period of twelve (12) months from the date such Candidate is first presented to Client. Vendor will not be considered the Candidate's representative if the Candidate is hired as a Vendor Staffing Contractor or on a consultant basis presented through a third party for any position.

d. **Additional Expenses, Costs or Fees.** Client and Vendor understand and agree that Client will only pay additional expenses, costs, or fees upon the prior written approval of Client.

4. **Additional Terms and Conditions:** All invoices submitted for payment should be forwarded to the Client Talent Acquisition representative who initiated the search with Vendor, and not the hiring manager.

IN WITNESS WHEREOF, the parties have caused this Attachment A-2 to be executed by their undersigned duly authorized representatives as of the Effective Date:

Rausch Advisory Services LLC.

By _____

Print Name: Michael Lisenby

Title: President & CEO

By _____

Print Name: _____

Title: _____



STATEMENT OF WORK

Pursuant to the Master Services Agreement (Document# MSA-) entered into between Rausch Advisory Services LLC and CLIENT effective as of DATE MSA SIGNED, the parties to the MSA enter into this Statement of Work agreement on this DD/MM/YYYY.

1. **Background & Scope:**
2. **Engagement Approach:**
3. **Engagement Deliverables:**
4. **Resources Assigned:**
5. **Term of Engagement:**
6. **Start Date:** _____
7. **End Date:** _____

The End Date may be extended by a written amendment to this Work Order signed by both parties.

8. **Engagement Location:** _____
9. **Fees & Expenses:** \$ _____ per hour

7. **Entire Agreement:** This SOW together with the Rausch Advisory Services LLC Master Services Agreement, identified above, constitutes the entire agreement of the parties with respect to the subject matter of this SOW and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter, all of which are merged into this SOW. In the event of a conflict in terms the following priority shall control: (1) Rausch Advisory Services LLC Master Services Agreement, (2) SOW, and (3) time sheets. This SOW may not be amended or modified except by a further written agreement by the parties specifically referencing this SOW.

RAUSCH ADVISORY SERVICES LLC.:

CLIENT: _____

By: _____

By: _____

Name: Michael Lisenby _____

Name: _____

Title: President & CEO _____

Title: _____

Date: _____

Date: _____

CITY OF MABLETON



PROFESSIONAL SERVICES PROPOSAL: FINANCE DEPARTMENT ASSESSMENT AND GENERAL CONSULTING



404-535-0525

3480 Preston Ridge Rd. S. 500

Alpharetta, GA 30005



warren@sumterconsulting.com



www.sumterlocalgovconsulting.com

4/30/2024

City of Mableton
1400 Veterans Memorial Highway, Suites 134-200
Mableton, GA 30126
Attention: William Tanks, City Manager

Dear Bill,

Sumter Local Government Consulting (Sumter LGC) is pleased to provide a proposal to perform professional services for the City of Mableton.

Sumter LGC will be partnering with Chris Pike, CPA to fulfill the scope of services in the proposal. We have broken the proposal into four tasks:

Task 1 – Operational assessment of the finance function of the City of Mableton.

Task 2 – Review and presentation of financial data related to expenditures in Year 1 of Cityhood.

Task 3 – Assistance to the Interim CFO related to the creation of a budget for financial planning for FY 2025 and assistance with policies and procedures for the FY 2026 budget process.

Task 4 – Recitation of additional services Sumter LGC can provide related to recruitment, staffing, embedded services and general consulting.

Our firm, in partnership with Chris Pike, is well-qualified to assist the City of Mableton in this formative stage of developing the building blocks for a professional and modern local government. Dr. Gillen and I have over 40 years of combined leadership experience as City Managers in similarly sized communities and Chris Pike is an experienced and sought after public finance consultant for local governments in Georgia. Additionally, Chris and I have a long history of working as an effective team to drive results for our employers and clients.

Sumter LGC looks at this engagement as the beginning of a relationship with you and the City of Mableton and we will perform on this contract as your partner in building the internal business infrastructure for the City of Mableton. We will assist you in developing a professional organizational culture that will set the City apart from other local governments.

We are available to start immediately and look forward to working with you.

Sincerely,

Warren Hutmacher

Warren Hutmacher, President
Sumter Local Government Consulting



COMPANY BACKGROUND

CONTACT INFORMATION:

Primary Contact: Warren Hutmacher, President

Email: warren@sumterconsulting.com

Phone: 404.535.0525

Website: www.sumterlocalgovconsulting.com

HISTORY OF SUMTER LOCAL GOVERNMENT CONSULTING (Sumter LGC)

Sumter LGC was founded in 2021 by local government industry veteran Warren Hutmacher. Sumter LGC provides a wide array of customized management consulting services to local governments and organizations that operate within the local government sphere of influence.

PRIDE IN OUR EXPERTISE

Firm is dedicated to providing clients executive level assistance to solve complex problems and carefully handle important projects utilizing years of experience and accomplishments for the benefit of the client.

PRIDE IN THE PERSONAL ATTENTION WE PROVIDE TO CLIENTS

Sumter LGC is able to provide the personal attention to clients necessary to take on tough projects, meet deadlines and provide top-level expertise. Sumter LGC believes that local government consulting is a relationship business and that our reputation depends on how we treat our partners.

PRIDE IN PUBLIC SERVICE

Sumter LGC was founded by a career public servant who is the son of public-school teachers and has dedicated his career to working for the public good. Sumter LGC believes that our work for local government clients is an extension of their mission. We strive in everything we do to earn the trust of our clients and the communities we serve.

WARREN HUTMACHER

President, Sumter LGC



Warren has over 25 years of leadership experience and is familiar with all aspects of municipal government. As former City Manager for the cities of Johns Creek, Dunwoody, Norcross, Avondale Estates and Hutto, Warren was involved in key community issues including traffic congestion, planning, neighborhood preservation, economic development, revenue expansion, and park development.

Serving various municipalities throughout his career, Warren maintains a keen understanding of community issues, including how to work with a wide variety of stakeholders to establish priorities that will provide the best and most meaningful results for clients.

SHAWN GILLEN, PhD

Senior Vice President, Sumter LGC



MONMOUTH
ILLINOIS



THE CITY OF
Doraville
Diversity, Vitality, Community



UK University of
Kentucky



With a long track record in local government, Dr. Shawn Gillen has served as a Mayor, City Administrator, and City Manager in Illinois, Minnesota, and Georgia. He recently served as the City Manager in Doraville, GA, and Tybee Island, GA.

In addition to his leadership experience, Shawn brings a PhD and years of teaching at the university level to the table. His academic research centers around public finance and budgeting. Shawn is also a published author on the topic of City/County Consolidation. His unique skills and experiences will allow him to be a valued problem solver for local governments.

CHRISTOPHER PIKE, CPA

CONSULTANT



Chris is a certified public accountant with over three decades of experience working on both sides of the governmental accounting and auditing industry as an auditor, consultant, and governmental finance officer. Chris assisted with establishing (Year 1) the finance departments for both Dunwoody (2009) and Brookhaven (2013). He currently assists the cities of Roswell, Sandy Springs, Douglasville, Powder Springs, Gainesville, and Hiram.

He has spoken for numerous organizations including the Government Finance Officers Association (GFOA) International City/County Management Association (ICMA), Georgia Government Finance Officers Association (GGFOA), Georgia Municipal Association (GMA), and many others.

Finance Department Assessment Project Team



WARREN HUTMACHER
PROJECT MANAGER



DR. SHAWN GILLEN
CONSULTANT

CHRISTOPHER PIKE, CPA
CONSULTANT

Please find full resumes for Dr. Shawn Gillen, Christopher Pike and Warren Hutmacher in Exhibit "A"

RELEVANT EXPERIENCE



<u>Client</u>	<u>Assignment</u>	<u>Year</u>
City of Stone Mountain, GA	Budget Preparation	2022
City of South Fulton, GA	Fire Fee Analysis	2023
City of Powder Springs, GA	Fractional Deputy Finance Director	2023
City of Duluth, GA	Purchasing Manual Revision	2023
City of Palmetto, GA	Budget Preparation	2023
City of Sylvester, GA	Fractional Chief Financial Officer	2024
City of Atlanta, GA	Fleet Department Analysis	2024

RELEVANT EXPERIENCE



Christopher Pike, CPA (Consultant)

<u>Client</u>	<u>Assignment</u>
City of Brookhaven, GA	Interim CFO Services
City of Sandy Springs, GA	Audit Prep/GASB Standards Implementation
City of Powder Springs, GA	Fractional CFO Services
City of Douglasville, GA	Audit Prep/GASB Standards Implementation
City of Hiram, GA	Financial Policies Review and Internal Audit
City of Hiram, GA	GASB Standards Implementation

STATEMENT OF UNDERSTANDING

Sumter Local Government Consulting (LGC) is pleased to present a proposal to the City of Mableton to perform a Finance Department Assessment, prepare a report and presentation for a detailed recap of initial expenditures and assistance with budget preparation for the Fiscal Year starting July 1, 2024.

This proposal outlines a comprehensive assessment and evaluation plan for the City of Mableton Finance Department. The purpose is to conduct an objective and practical assessment of the Finance Department with a singular aim to help the City build a modern and efficient finance operation ensuring compliance with regulatory requirements, transparency and the utilization of best practices in public finance management.

The proposal also contains a plan for preparing a report and presentation for a detailed recap of initial expenditures and we will deliver a draft and final report of expenditures and a presentation for the elected officials.

Lastly, we will assist the Finance Director with the preparation of a FY 2025 budget document (we understand it is not required by law). This will include analysis and presentation of revenue and expenditures for each governmental fund. A final budget document will be prepared for the staff, elected officials and citizens that tells the story for the City's upcoming fiscal year, details spending priorities and is easy to read and comprehend.

PROPOSED SERVICES

TASK #1

OVERALL ASSESSMENT OF THE FINANCE FUNCTION:

- Assesses key major areas of Finance Department – budgeting, debt management, accounting, revenue and purchasing
- Examine current operations for key finance areas and inquire of processes and procedures for key functions. Review of key internal controls (both used and missing). Review current policies and suggest new policies. Provide a report that identifies areas for potential improvements.
- Review additional issues such as transparency, reporting, and use of technology
- Examine any reports currently being generated both for internal staff and Council. The assessment will be used to obtain an understanding of what information is provided to internal departments to assist in their operations, as well as to ensure Council is receiving timely and relevant information to make key decisions. Attention will be given to potential technology improvements than can be added to key communications to improve their benefits.

PROPOSED SERVICES

TASK #1 (Continued)

OVERALL ASSESSMENT OF THE FINANCE FUNCTION (Continued):

- Summarize staff levels and identify overall competencies and areas that need attention
- Examine headcount and the experience levels of key finance personnel, including those providing financial services outside the finance department. Provide a recommendation for current and eventual staffing levels and projected costs for major areas of finance.
- Identify key start-up goals for department including establishment of key financial policies and upcoming audit process
- Identify key financial policies that are needed both immediately and long-term. Identify key questions for Council at the policy level to provide a meaningful draft of each policy for Council's consideration. Examine the existing accounting structure and if necessary, recommend a structure that reflects Georgia's required Uniform Chart of Accounts. We will, if needed, assist in the development of a RFP for Auditing Services.

PROPOSED SERVICES

TASK #1 (Continued)

OVERALL ASSESSMENT OF THE FINANCE FUNCTION (Continued):

- Support the entire organization to strengthen financial management capacity by identifying other departments' needs.
- The Finance Department does not operate in a vacuum and the needs of all departments are important. We will interview other departments and identify needs each has. Report back to the City Manager on a recommendation to best meet the needs of each department.

PROPOSED SERVICES

TASK #2

REPORT ON INITIAL EXPENDITURES - SINCE INCEPTION OF CITY

Review existing reports and identify if any significant areas are missing

- Propose a recommended format for financial reports presented to the City Council
- Migrate the current format to the new recommended format
- Distribute to City Manager along with analysis narrative

We will examine any reports provided to us that have been prepared and/or presented. The assessment will be used to determine if they are meeting the immediate needs of the City Manager and City Council to have timely and relevant information to make important financial decisions.

Recommend changes to improve on the reporting. Draft an existing report over to the new format to illustrate the improved structure.

PROPOSED SERVICES

TASK #3

ASSIST WITH BUDGET PREPARATION FOR FISCAL YEAR 2025

- Develop a budget plan for Fiscal Year 2025 to include revenue and expenditure projections as the basis for the development of the required budget process for Fiscal Year 2025/2026
- Sumter LGC will engage the City Manager, key staff and Elected Officials to assist with development of current and future budgetary needs to develop an Operating and Capital Budget
- Sumter LGC will assist with the development of a five-year Capital Improvement Plan
- Using Best Practices for local governments Sumter LGC will design a capital budget policy that fits the unique needs of the City of Mableton

PROPOSED SERVICES

TASK #3 (Continued)

ASSIST WITH BUDGET PREPARATION FOR FISCAL YEAR 2025

- For Fiscal Year 2026 Budget preparations - Assist with the development of a formalized budgetary policy and associated calendar to meet statutory and City Charter requirements of the City and allow for community input in the future.
- A final budget document will be generated that will present the budget plan in an easy to understand format.
- Assist with the presentation of the FY 2025 Budget to the Elected Officials

PROPOSED SERVICES

TASK #4

ADDITIONAL CONSULTING SERVICES:

- **Executive Search Services:** Sumter Consulting will provide executive search recruitment services for any full-time positions the City employs directly.

Pricing: \$18,000 per search (Department Head) and \$15,000 per search (Other employees)

- **Interim Services:** Sumter Consulting will provide interim services to provide for the hiring and management of short term staffing resources (less than one year in duration) to serve in a full-time capacity for the City. Interim Services resources will be Sumter Consulting employees or contractors and will not be directly employed by the City.

Pricing: Monthly fee: To be negotiated depending on the resource needed

PROPOSED SERVICES

TASK #4 (Continued)

ADDITIONAL CONSULTING SERVICES :

- **Embedded Services:** Sumter Consulting will provide embedded services to provide long term (more than one year in duration) staffing resources to work as contractors to the City but function as a full-time long term resource to the City. Embedded Services resources will be Sumter Consulting employees or contractors and will not be directly employed by the City.

Pricing: Annual renewal contract: To be negotiated depending on the resources needed

- **General Consulting:** Sumter Consulting will provide general consulting for any local government related work not covered in the scope of services in this proposal.

Pricing: Hourly basis (\$225 per hour for Project Manager and \$175 per hour for Consultant)

- **Other Services:** To be negotiated

PROPOSED FEE

Sumter LGC proposes a flat fee of **\$60,000** for professional services related to the scope of services. Services can be discontinued by either party at any time without financial penalty with payment due for work completed up to the date of termination.

The City of Mableton will reimburse Sumter LGC for travel expenses, printing costs for draft and final reports, and any materials used for meetings with staff and elected officials. Reimbursed expenses will be billed at 105% of actual cost.

Exhibit "A"

Warren A. Hutmacher

(404) 535-0525
whutmacher@comcast.net

EDUCATION

University of Delaware, Newark, DE
Bachelor Arts (B.A); major in Political Science, minor in History
Graduated May 1995

The Ohio State University, Columbus, OH
Masters Public Administration (M.P.A)
Graduated June 1997

PROFESSIONAL EXPERIENCE

PRIVATE SECTOR EXPERIENCE:

Sumter Local Government Consulting, Johns Creek, GA December 2021 – Present
President

Duties: Boutique consulting firm working with local government and private sector clients. Work includes strategic planning, leadership development, executive search, interim services, fractional consulting, and special projects.

CPL, Suwanee, GA July 2019 – September 2020
Principal, Municipal Services

Duties: Responsible for business development and consulting for a large municipal client base in Georgia. CPL is a full service architectural, engineering and planning firm. I am responsible for business development, consulting, and municipal services, which includes embedded services contracts for planning, permitting, code enforcement and inspections.

GOVERNMENT (City Manager – Recent positions):

City of Hutto, Hutto, TX September 2020 – November 2021
City Manager

Form of Government: Council - Manager (At large Mayor, 6-member Council)
Population: 37,000
Budget: \$35,000,000 (All funds)
Employees: 125 full time

Key community issues: Rapid growth, organizational culture, financial management, infrastructure, economic development and park development.

Duties: Chief Executive Officer. Oversight of operating departments, including Finance, Human Resources, Economic Development, Communications, Police, Public Works, Parks, Water and Sewer, Municipal Court and Development Services. Responsible for policy recommendations to the elected officials, implementation of city initiatives.

Accomplishments in this position include:

- Helped shape a new organizational culture
- Successfully managing unprecedented residential and commercial growth.
- Development of a Comprehensive Land Use and Downtown Development Plan.
- Management of key capital projects related to roads, water and sewer and park development.
- Complete reorganization and hiring of a new leadership team.
- Work on private public partnerships and extensive collaboration with third parties for service delivery
- Revamping of the personnel management and compensation system.

Exhibit "A"

City of Johns Creek, Johns Creek, GA
City Manager

April 2014 – July 2019

Form of Government: Council - Manager (At large Mayor, 6-member Council)

Population: 83,000

Budget: \$60,000,000 (All funds)

Employees: 325 full time (200 City Employees and 125 Contract Employees)

Key community issues: Traffic congestion, neighborhood preservation, economic development, outsourced contract management, revenue expansion, park development and regional leadership.

Duties: Chief Executive Officer. Oversight of operating departments, including Finance, Human Resources, Communications, Police, Fire, Public Works, Parks, Municipal Court and Community Development. Responsible for policy recommendations to the elected officials, implementation of elected officials' initiatives, preparation of meeting agendas.

Accomplishments in this position include:

- Rebuilt positive culture for the municipal government
- Successfully managing tremendous residential growth.
- Development of a Parks and Open Space Master Plan, an Economic Development Strategy and Redevelopment Planning.
- Purchase of 164 acres of new parkland
- Public Safety radio system upgrade
- Management of key traffic congestion relief capital projects
- Oversight of innovative public private service delivery model

City of Dunwoody, Dunwoody, GA
City Manager

November 2008 – April 2014

Form of Government: Council - Manager (At large Mayor, 6-member Council)

Population: 47,000

Budget: \$30,650,000 (All funds)

Employees: 130 full time (60 City Employees – 70 Contract Employees)

Key community issues: Newly incorporated city, neighborhood preservation, crime, outsourced contract management, financial stability, technology, and infrastructure.

Duties: Chief Executive Officer. Oversight of five operating departments, including Finance and Administration, Police, Public Works, Municipal Court and Community Development. Responsible for policy recommendations to the elected officials, implementation of elected officials' initiatives, preparation of meeting agendas.

Accomplishments in this position include:

- Successful initial startup of a newly incorporated City.
- Development of a Comprehensive Land Use Plan, a Transportation Plan, a Parks and Open Space Master Plan, an Economic Development Strategy and two Redevelopment Plans.
- Operating surplus each of first five years to include an unobligated 4-month reserve fund.
- Management of key redevelopment and capital projects
- Oversight of innovative public private service delivery model

Exhibit "A"

GOVERNMENT (City Manager – Less recent positions):

City of Norcross, Norcross, GA
City Manager

July 2006 – November 2008

Form of Government: Strong Council – Weak Mayor (At large Mayor, 5 at large Councilmen)
Population: 11,000
Budget: \$31,526,482 (All funds)
Employees: 104 full time

City of Avondale Estates, Avondale Estates, GA
City Manager

February, 2003 – July, 2006

Form of Government: Council-Manager (5 member Board of Mayor and Commissioners)
Population: 3,000
Budget: \$2,700,000 (All funds)
Employees: 36 full time

GOVERNMENT (Non-City Manager positions)

City of Marietta, Marietta, GA April 1999 - February 2003
Assistant to the City Manager

Governor's Office of Planning and Budget, Atlanta, GA
Policy and Budget Analyst

July 1998 - April 1999

City of Marietta, Marietta, GA
Deputy City Clerk

July 1997 - July 1998

TEACHING POSITIONS:

Georgia Perimeter College, Dunwoody, GA August 2009 – August, 2011
Part Time Instructor – American Government, Intro to Public Administration

PROFESSIONAL AND CIVIC AFFILIATIONS, HONORS

- Named one of "40 under 40 - Georgia's Rising Stars" by Georgia Trend Magazine
- Georgia Planning Association – "2013 Best Project Implementation – Project Renaissance"
- International City Managers Association (I.C.M.A), Member
- North Fulton/Johns Creek Rotary Club, Member
- Hutto Rotary Club, Member
- Georgia City/County Managers Association, Member
- Chattahoochee River 911 Authority, Board of Directors, Vice Chair
- Johns Creek Chamber of Commerce, Board of Directors
- Johns Creek Advantage (Economic Development Agency), Board of Directors
- Johns Creek Public Safety Foundation, Board of Directors

Exhibit "A"

SHAWN JOSEPH GILLEN

605 2nd Ave. Tybee Island, GA

Home: (404) 309-1788

E-Mail: shawn.gillen66@gmail.com

SUMMARY

More than 20 years of local government experience with expertise in the following areas:

- Operations and Project Management
- Strategic Planning and Operations Analysis
- Systems Design and Implementation
- Organizational Change and Development
- Coastal Resiliency
- Financial Operations / Budget
- Labor Relations
- Customer Service
- Economic Development
- Emergency Management

An innovative leader with demonstrated organizational, analytical and communications skills. Experienced in managing change and specializing in turnarounds. Achievement-oriented with foresight; a dedicated team player who is able to work independently within the organizational framework.

RELEVANT LOCAL GOVERNMENT EXPERIENCE

Sumter Local Government Consulting
Senior Vice President

2023-Present

Worked as the interim fleet director for the City of Atlanta.
Local government financial analysis including tax base analysis and fee structure analysis.

City Manager, City of Tybee Island, Georgia

2017-2023

Chief Executive Officer of City with over 100 employees. Tybee Island's year round population is 3100 but the population during tourist season will reach as high as 60,000 on a daily basis.

Responsible for the acquisition in over \$20,000,000 in State and Federal grants.

Response commander for hurricane evacuation during Hurricanes Irma and Dorian. Responsible for the coordination of all departments and with Chatham Emergency Management, Georgia Emergency Management and FEMA.

City Manager, City of Doraville, Georgia

2013-2017

Doraville is a city with a population of 11,000. Due to a recent annexation and the redevelopment of a former General Motors manufacturing plant site, the population will be growing to over 15,000. It is located in the Atlanta-metro region in northern DeKalb County at the junction of Interstate

Exhibit "A"

Highways 285 and 85.

Duties and Responsibilities as City Administrator:

- Chief executive officer of a municipal government with over 100 employees and a \$15 million operating budget--oversight responsibility for the following functions: police, roads, storm water drainage, parks, recreation, planning, zoning, finance, general services and personnel.
- Leader of the City efforts in the redevelopment of the former General Motors site which is one of the largest economic development projects in the southeast and the largest in the Atlanta metro region-- Managed the zone change process and the process for the creation of the city's first tax increment financing district and worked directly with the private developer, the school district and the county throughout the process.
- Implementation of Council directed policy and administration of the city's day-to-day operations as well as identification and resolution of long range issues
- Preparation and administration of the City's operating and capital budgets
- Negotiation with public and private sector entities on a variety of issues ranging from economic development and growth to service contracts
- Media representation of the City including appearances on television and radio, interviews with the print media and preparation of press releases
- Responsible for the City's compliance with County, State and Federal regulations such as health, environmental and EEOC

Achievements:

- Developed the City's first capital improvement plan
- Implemented a Downtown Development Authority and an Urban Redevelopment Agency
- Consolidated several departments reducing the number of department heads
- Increased the general fund balance each year
- Instituted numerous financial policies to professionalize the financial management of the city
- Re-wrote the City personnel policy and developed a compensation system

City Administrator, City of Grand Rapids, MN

2007-2013

Grand Rapids is a city with a population of 11,000 covering approximately 25 square miles. It is located in north central Minnesota and is the county seat of Itasca County (population 45,000).

Duties and Responsibilities as City Administrator:

- Chief executive officer of a municipal government with 75 employees and a \$13 million budget- - oversight responsibility for the following functions: police, roads, storm water drainage, parks, recreation, planning, zoning, finance, general services and personnel
- Implementation of Council directed policy and administration of the city's day-to-day operations as well as identification and resolution of long range issues.
- Preparation and administration of the City's operating and capital budgets.
- Negotiation with public and private sector entities on a variety of issues ranging from economic development and growth to service contracts

Exhibit "A"

- Media representation of the City including appearances on television and radio, interviews with the print media and preparation of press releases
- Responsible for the City's compliance with County, State, and Federal regulations such as health, environmental, and EEOC

Achievements:

- Reduced operating expenditures by 20% without reducing service levels

SHAWN GILLEN

Page 3

- Negotiated five collective bargaining agreements while improving relations with bargaining units
- Implemented revenue stabilization plan
- Shifted health insurance to a high deductible HSA plan reducing premiums by 40%. Implemented employee wellness program
- Implemented performance based budgeting
- Enhanced the capital improvement plan process
- Oversaw the City's economic development--The most recent success is the attraction D.C. Manufacturing to the City's industrial park. The firm will be expanding and the new facility will allow its secondary business to expand in its former location.
- Oversaw the issuance of over \$40,000,000 of municipal bonds
- Help secure \$10 million in state and federal grant dollars
- Increased community visibility of city government through speaking to service organizations, television, radio, and the internet.
- Increased intergovernmental cooperation between city and other local jurisdictions

**Council Administrator, Lexington-Fayette Urban County Government, Lexington, Kentucky
2001-2003**

- Fayette County, Kentucky has a population of approximately 300,000. The county seat is the city of Lexington. The city of Lexington and Fayette County merged their governments in the early 1970's and operates under a unified government structure called the Lexington/Fayette Urban County Government. The general fund operating budget for the Lexington/Fayette Urban County Government is just over \$300,000,000.

Duties and Responsibilities:

- Supervising and participating in analysis regarding budgetary impact policies and procedures, capital improvements, general services to citizens
- Analysis of major issues before the Council (Some examples are listed below.)
 - Farm Preservation Program
 - Collective Bargaining
 - Purchase of Kentucky American Water Company
 - Smoking Ban Ordinance
 - Revenue Stabilization
 - Employee Health Benefits
 - Disaster Recovery and Homeland Security

Exhibit "A"

- Directing the activities of support personnel assigned to the Council Office
- Monitoring and directed workflow
- Establishing and enforcing office procedures
- Resolving employee conflicts

SHAWN GILLEN

Page 4

- Administering constituency services
- Preparing special projects
- Developing effective working relationships with administrative staff

Strong Mayor (City Manager Responsibilities), City of Monmouth, Illinois 1997-2001

Monmouth is a community with a population of just under 10,000. It is the county seat of Warren County which is located in west-central Illinois. The city government includes a full time fire department, police department, public works, and water and sewer utilities.

Duties and Responsibilities:

- Serving the fulltime manager providing management and oversight to the following city operations: police, roads, storm water drainage, parks, recreation, planning, zoning, finance, general services and personnel.
- Implementation of Council directed policy. Administration of the city's day-to-day operations as well as identification and resolution of long range issues.
- Preparation and administration of the City's operating and capital budgets.
- Negotiation with public and private sector entities on a variety of issues ranging from economic development and growth to service contracts.
- Media representation of the City including appearances on television and radio, interviews with the print media and preparation of press releases.
- Responsible for the City's compliance with County, State and Federal regulations such as health, environmental and EEOC.
- Developing and implementing 7.1 million dollar budget
- Appointing of department heads
- Implementing city code of ordinances
- Chairing City Council meetings
- Serving as chief labor negotiator representing the City of Monmouth in contract negotiations with three labor unions \$representing city employees
- Serving as Private Industry Council Chief Elected Officials' Board 1997-2000, Chairman 1999-2000: Planning and developing of policies for use of federal block grant money of the Job Training Partnership Act in its transition to the Workforce Investment Act
- Performed as City of Monmouth Liquor Commissioner: Enforcing state and local liquor codes within the city limits and presiding over administrative hearings

Exhibit "A"

- Holding a position on the Warren/Henderson Counties Partnership for Economic Development, Board Member. Recruiting new businesses and retaining existing businesses

Accomplishments:

- Sale of municipally owned hospital to a not-for-profit organization
- The hospital was on the brink of closure; it is now thriving.

SHAWN GILLEN

Page 5

- Monmouth, Illinois, became the largest city in Illinois to contract the entire public works department under a single contractor on 10/1/98. This innovative public/private partnership saved the city \$300,000 annually, had local union approval, and gained national recognition as an example of government working well. This contract was the subject of a presentation given at the Illinois Municipal League Annual Conference in Chicago in September 1999. In October of 2000 the City of Monmouth/EMC contract was awarded a national Innovation Award from the National Council for Public Private Partnerships.
- Presented to the public the issue of changing the city from "non-Home Rule" status to "Home Rule" status. It was passed by 84% of the voters. This allowed the city to implement a 1% local sales tax to maintain level of service and to pay off an operating deficit created during the previous administration. This referendum was the subject of an Associated Press article that was printed nation-wide.
- Acquired over one million dollars in grant money from the State of Illinois for use on various projects in the City of Monmouth
- Completed and implemented Comprehensive Infrastructure Replacement Program
- Developed and implemented of a centralized purchasing department
- Recruited and hired the first City Administrator
- Designed and implemented the "Monmouth First" Home Buyer down payment program
- Developed of web site for the City of Monmouth
- Won the Wal-Mart Foundation Home Town Leadership Award for developing a downtown façade improvement program
- Was an American Marshall Fellowship Nominee
- Won the Monmouth Masons "Community Builder Award"
- Served on the Illinois Municipal League Conference Credentials Committee

ACADEMIC EXPERIENCE

Contributing Faculty , Walden University	2010-Present
Faculty , Ashford University	2010-2018
Adjunct Faculty , College of Saint Scholastica	2009 -2012

Exhibit "A"

Assistant Professor of Public Administration, Eastern Kentucky University **2006-2007**

Student and Research Assistant, University of Kentucky, Martin School of Public Policy and Administration
2003-2006

SHAWN GILLEN

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While obtaining my Ph.D., I focused on:

- State and Local Government Budgeting/Finance
- Evaluating State New Economy Economic Development Policies
- Developing a Return on Investment Model for State New Economy Initiatives
- State and Local Government Budgeting/ Decision Making Processes
- Local Government Tax Policy
- Streamlining of Local Government
- Consultation with local governments on tax and budget policy

EDUCATION

Ph.D. in Public Administration, University of Kentucky,
Master of Public Administration, University of Kentucky
Academy for Municipal Excellence, Illinois Municipal League/University of Illinois
Teaching Certificate 09 (grades 6-12), Monmouth College
Bachelor of Arts in English Literature, University of Iowa

PROFESSIONAL AFFILIATIONS

- Georgia Municipal Association
- DeKalb Municipal Association
- League of Minnesota Cities, Board of Directors 2010 to 2013
- League of Minnesota Cities, Fiscal Futures Committee Chair 2012
- American Society for Public Administration
- Association of Budgeting and Financial Management
- Blandin Community Leadership Class of 2008
- International City/County Management Association
- Minnesota City/County Management Association
- Georgia City/County Managers Association

Presentations

8/24/2018 - Georgia Environmental Conference, Athens, GA - Adaptation to Rising Sea Levels: How a Coastal Community is Responding

8/26/2019 - NOAA Evaluation Team as Example City for GA DNR

Exhibit "A"

3/25/2021 - Acceptance of ASBPA Best Restored Beach at ASBPA Conference - The Story of Tybee Island

4/15/2021 – Testimony before the U.S. House Select Committee on the Climate Crisis

May 2021 - Georgia Climate Conference - Tybee Island's Resilience Initiatives: Taking and Integrative Approach

SHAWN GILLEN

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11/16/2021 - UGA College of Environment + Design, UGA - Environmental Ethics Seminar - Local and Regional Policy Efforts for Equitable Sea Level Rise Adaptation

3/3/2022 - UGA College of Environment + Design, UGA - Introduction to Marine Policy - City of Tybee Island: A Case Study

Coauthor of book on city/county consolidation. Leland, Suzanne M., and Kurt Thurmaier, eds. City-County Consolidation: Promises Made, Promises Kept? Washington, DC: Georgetown University Press, 2010.

References

John King
Georgia Insurance and Safety Fire Commissioner
State of Georgia
770-318-3206

Alan Robertson
Project Management Consultant
City of Tybee Island
847-525-5040

Donna Pittman
Former Mayor
City of Doraville, GA
678-677-6629

Robin Johnson
Former Councilmember
Professor of Political Science, Monmouth College
City of Monmouth, IL
309-734-7458

Todd Bryant
Ascension Health
678-740-0220

Rich Edinger
Clark Patterson Lee
678-318-1062

Jason Buelterman
Former Mayor, City of Tybee Island

Exhibit "A"



PROFILE

A professional administrator with a proactive, team-orientated approach. Extensive background and experience in local government management. A strong leader and highly effective manager with strong analytical, communication and organizational skills. **Set up two new cities' Finance Departments upon incorporation (2009,2013).**

CONTACT

PHONE: 470-533-1139
EMAIL: abacuses@aol.com

4220 Idlewood Drive
Cumming, GA 30040 (Forsyth Co.)

EDUCATION

MPA - 2006
BBA - 1993

SKILLS

- Leadership/communication skills
- Public policy background
- Strategic and financial planning expert
- Inter-governmental and legislative relations
- Staff leadership and development
- Policy development
- Time management
- Public-Private Partnership development and relations
- Reinventing/Reorganizing to meet evolving best practices

Christopher Pike, CPA MPA

CURRENT WORK EXPERIENCE

CERTIFIED PUBLIC ACCOUNTANT, ACTIVE LICENSE SINCE 1998

CITY OF ROSWELL – DEPUTY CFO

June 2024 – Present (Full-time)

Manage the operations, staff, and resources of the Accounting Division within the City's Department of Finance, including financial reporting, forecasting, auditing, accounting system management, accounts payable, accounts receivable, account reconciliations, journal entries, budget entries, general accounting entries, record-keeping and all other accounting-related functions. Responsible for fixed asset, cash drawers, and internal control auditing and reporting under the direct supervision of the CFO.

FINANCIAL CONSULTING

July 2019 – Present (Part-time)

Working as both employee and contractor roles for a variety of governmental entities at city, county, and state level. Staff augmentation services in providing financial assistance and consulting, bond financing needs, software implementation, GASB implementation, general accounting, and audit preparation. Client references for each project/job available.

UGA CARL VINSON INSTITUTE OF GOVERNMENT, GOVERNMENT TRAINER

January 2013 – Present (Part-time)

Development of training material for local government elected officials and staff
Presenter/Instructor for local government officials, including sole provider of Georgia newly elected city officials for governments over 5000 in population for the past 5 years.

EDUCATION

Columbus State University
Masters, Public Administration, 2006
Bachelors, Business Administration, 1993 *cum laude*

Exhibit "A"

CORE ACCOMPLISHMENTS

- Over thirty years' experience in governmental management and professional consulting
- Appointed and served as a senior department head for two newly created local governments
- Regularly sought out for advice by both peers and elected officials throughout the state
- Exceptional service and superior communication skills providing sound advice for elected officials in their roles of government leadership
- Managed a billion-dollar Capital Improvement Program
- Collected previously unidentified multi-million dollar revenue sources
- Established and maintained a best-in-class department with multiple awards

PRIOR WORK EXPERIENCE

CITY OF ROSWELL – ACCOUNTING MANAGER

June 2022 – January 2024 (Full-time)

Manage the operations, staff, and resources of the Accounting Division within the City's Department of Finance, including financial reporting, forecasting, auditing, accounting system management, accounts payable, accounts receivable, account reconciliations, journal entries, budget entries, general accounting entries, record-keeping and all other accounting-related functions. Responsible for fixed asset, cash drawers, and internal control auditing and reporting under the direct supervision of the Finance Director.

CITY OF DUNWOODY, GA – DEPARTMENT DIRECTOR (FINANCE)

June 2009 - July 2019

- Oversaw municipal operations for finance in the city
- Devised short and long-range action plans to address a wide variety of municipal needs
- Developed departmental budget and goals, and monitored expenditures and performance compared to the goals
- Worked with Perimeter Community Improvement Districts to main strong economic hub of metro Atlanta
- Provided information, financial analysis, and advice to City Manager and department heads
- Led efforts related to legislative issues at the State level
- Served on team to address legislative hurdles to complete a public-private development

ORLANDO INTERNATIONAL AIRPORT – DEPARTMENT DIVISION DIRECTOR (FINANCIAL REPORTING)

July 2007 – May 2009

- Oversaw a department of over 24 CPA's and financial professionals for the nation's 9th largest airport
- Maintained all financial records of the Authority and directed the preparation of quarterly and annual financial reports
- Oversaw the management of over \$1 billion in investments
- Managed \$1.2 billion debt portfolio and completed multiple refinancing deals; even during the financial crash in 2008
- Conducted continuous appraisal and analysis of information and trends affecting the Authority's overall financial status

CITY OF GRIFFIN, GA – FINANCE AND ADMINISTRATION DIVISION DIRECTOR

May 2004 – July 2007

CITY OF MORROW, GA – FINANCE AND ADMINISTRATION DIVISION DIRECTOR

August 2003 – April 2004

HARDWICK AND HARDWICK, CPA'S – AUDIT AND TAX MANAGER

August 1993 – March 2004



AGENDA ITEM MEMORANDUM

MEETING OF: June 5, 2024

DEPARTMENT: City Manager

ISSUE/AGENDA ITEM TITLE:

Purchase of Furniture and fixtures for the Epi Center leased space to include working desks, chairs, office material storage, conference table, chairs, and a credenza not to exceed \$25,000.

BACKGROUND/SUMMARY:

The City of Mableton has entered into a 6-month lease with the Epi Center for working space for staff. Furniture is needed to accommodate the working needs of the space for staff.

BUDGETED/FINANCIAL IMPACT – FUND:

Not to exceed \$25,000 per the Spending Plan

Funding Options:

100-5.1300.54.2300 FURNITURE AND FIXTURES 25,000.00

RECOMMENDATION:

Approval of Purchase of furniture and fixtures for the leased office space at the Epi Center through Contract Business Interiors

Motions:

Authorization for the City Manager to purchase furniture through Contract Business Interiors for an amount not to exceed \$25,000 in accordance with the FY2024 Spending Plan

**A PREREQUISITE RESOLUTION DECLARING THE NEED OF A MABLETON
URBAN REDEVELOPMENT AGENCY, ESTABLISHING AN URBAN
REDEVELOPMENT AREA FOR OTHER LAWFUL PURPOSES**

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

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof (“City Council”);

WHEREAS, it has been determined that there exists within the City areas in which there is inadequate transportation, connectivity and infrastructure, unoccupied and deteriorated buildings, tax delinquency and other adverse economic and social conditions;

WHEREAS, the Urban Redevelopment Law requires, as a condition to the exercise of any of the powers conferred by the Urban Redevelopment Law, the adoption of a resolution finding that one or more pockets of blight exist in the City and that the rehabilitation, conservation or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals or welfare of its residents;

WHEREAS, the Urban Redevelopment Law defines an urban redevelopment area to include an area which: (1) the governing body of the municipality designates as appropriate for an urban redevelopment project and (2) by reason of the presence of a substantial number of deteriorated or deteriorating structures; predominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; tax or special assessment delinquency exceeding the fair value of the land; the existence of conditions which endanger life or property by fire and other causes; having development impaired by airport or transportation noise or other environmental hazards; or any combination of such factors substantially impairs or arrests the sound growth of the municipality, retards the provisions of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use;

WHEREAS, City Council hereby finds that one or more areas exist within the City, including the parcels of land in the City within the yellow and blue highlighted areas identified in Exhibit A (attached hereto and made a part hereof), meeting the Urban Redevelopment Law’s definition of a “pocket of blight” and that it is in the public interest of the City that the Urban Redevelopment Law be exercised in order to remediate conditions within the City which constitute an economic and social liability, impairs or arrests the sound growth of the City and for which the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of City residents;

WHEREAS, the City Council desires to designate the parcels of land within the City within the yellow and blue highlighted areas identified in Exhibit A as **Mableton Urban Redevelopment Area No. 1**, as such area may be amended from time to time;

WHEREAS, in order to facilitate the financing of certain “urban redevelopment projects” within Urban Redevelopment Area No. 1, the City Council desires that an urban redevelopment plan be prepared in accordance with § 36-61-7(b) of the Urban Redevelopment Law; and

WHEREAS, this Resolution will benefit the health and general welfare of the City, its citizens and general public.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL as follows:

Section 1.

- a. **Declaration of Necessity.** The City Council hereby finds, determines, and declares that one or more pockets of blight exist in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.
- b. **Establishment of Mableton Urban Redevelopment Areas.** The City Council hereby declares that the yellow and blue highlighted parcels identified in Exhibit A, **Mableton Urban Redevelopment Area No. 1**, qualify as an Urban Redevelopment Area (i) in which there is a predominance of buildings or improvements which by reason of dilapidation, deterioration, age or obsolescence and inadequate provision for ventilation, light, air, sanitation, or open spaces of buildings or improvements is conducive to ill health, delinquency and is detrimental to the public health, safety, morals or welfare, (ii) which by reason of a predominance of defective or inadequate street layout substantially impairs the sound growth of the City and (iii) which by reason of the presence of a substantial number of deteriorated or deteriorating structures constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use. The City Council furthermore declares that by reason of these conditions such area is designated as appropriate for an urban redevelopment project.
- c. **Rehabilitation and Redevelopment of Urban Redevelopment Area.** The City Council finds, determines, and declares that the rehabilitation and redevelopment of City urban redevelopment areas, including **Mableton Urban Redevelopment Area No. 1**, is likely to improve the economic and social conditions of such urban redevelopment areas and abate or eliminate deleterious effects of its current depressed and underutilized state.
- d. **Urban Redevelopment Plan; Notice Publication.** The City Manager is hereby directed, by and through City Staff, and in conjunction with the City Attorney to cause for a proposed “Urban Redevelopment Plan” to be prepared for the **Mableton Urban Redevelopment Area No. 1** and to cause notice of a public hearing to be published for

the purpose of considering such Urban Redevelopment Plan in accordance with §36-61-7(c) of the Urban Redevelopment Law and other applicable laws.

Section 2. It is hereby declared to be the intention of the City Council that:

- (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- (b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 3. The City Attorney and the City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing and renumbering purposes.

Section 4. The effective date of this Resolution shall be the date of adoption, unless required otherwise by the City Charter, state and/or federal law.

BE IT SO RESOLVED, this _____ day of _____, 2024.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

Michael Owens, Mayor

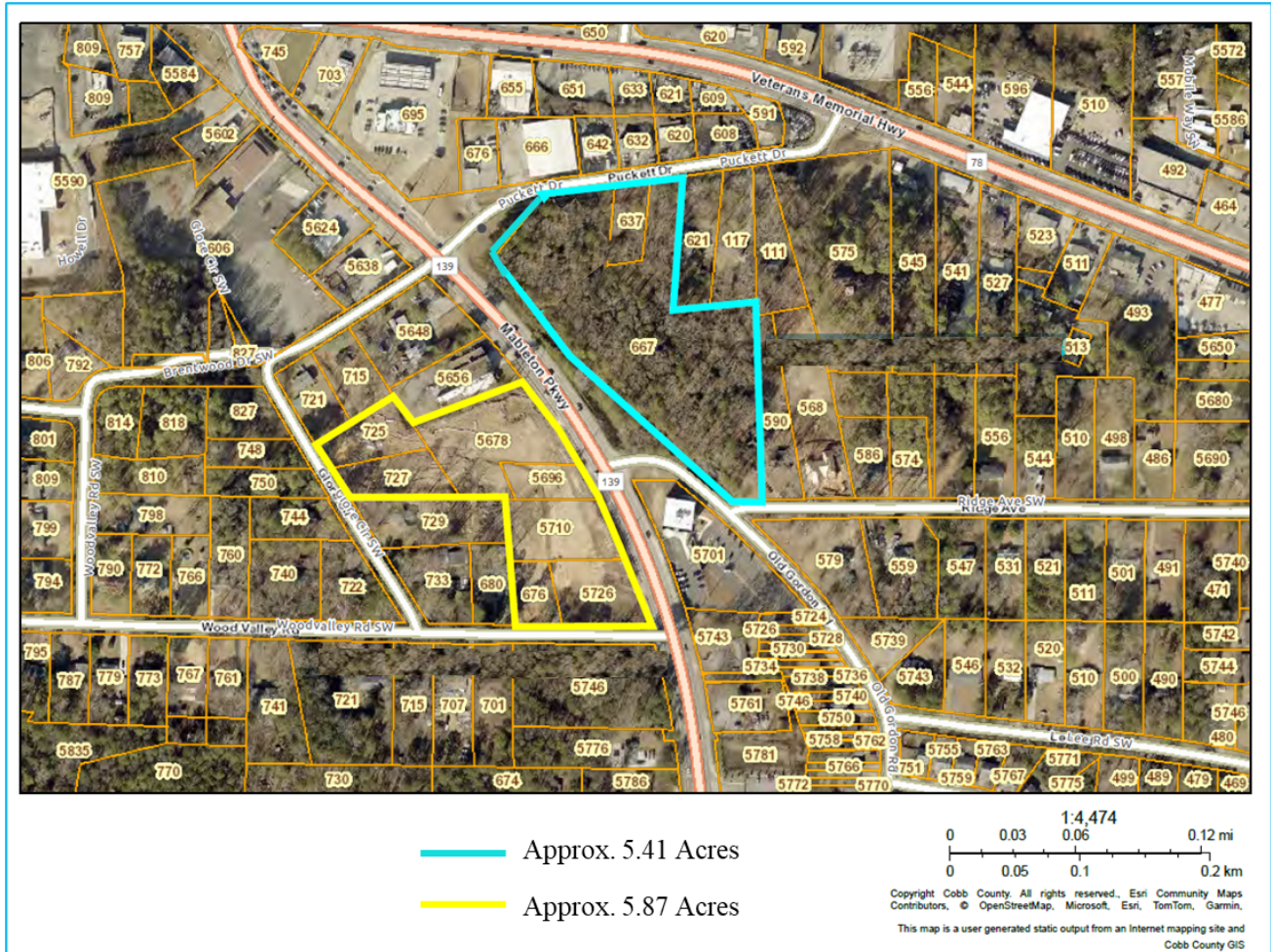
APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney

Exhibit A

Mableton Urban Redevelopment Area No. 1

(Outlined in yellow and blue below)



**A RESOLUTION ESTABLISHING MEMBERSHIP AND COMPOSITION OF THE
MABLETON URBAN REDEVELOPMENT AGENCY AND
FOR OTHER LAWFUL PURPOSES**

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

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof (“City Council”);

WHEREAS, by Resolution (the “**Prerequisite Resolution**”), the City Council has determined that one or more pockets of blight exist in the City and that the rehabilitation, conservation or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City;

WHEREAS, the Urban Redevelopment Law of Georgia, O.C.G.A. § 36-61-1, *et seq.*, as amended (the “**Urban Redevelopment Law**”) creates in each municipality in the State of Georgia a public body corporate and politic to be known as the “urban redevelopment agency” of the municipality, for the purpose of exercising the “urban redevelopment project powers” defined in § 36-61-17(b) of the Act;

WHEREAS, it has been determined by the City Council that it is in the public interest of the citizens of the City that an urban redevelopment agency be created for the City pursuant to O.C.G.A. § 36-61-18(a) (the “**Mableton Urban Redevelopment Agency**”) to exercise the “urban redevelopment project powers” of the City as authorized by §36-61-17 of the Urban Redevelopment Law;

WHEREAS, the City Council, after thorough investigation, has determined that it is desirable and necessary that the Mableton Urban Redevelopment Agency be activated immediately, as authorized by § 36-61-18 of the Urban Redevelopment Law, in order to fulfill the needs expressed herein;

WHEREAS, the City Council desires to appoint a board of commissioners of the Mableton Urban Redevelopment Agency pursuant to §36-61-18(b) of the Urban Redevelopment Law;

WHEREAS, pursuant to the Prerequisite Resolution, the City Council designated a certain geographic territory within its boundaries as the City of Mableton Urban Redevelopment Area No. 1;

WHEREAS, this Resolution will benefit the health and general welfare of the City, its citizens and general public.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL, as follows:

Section 1.

- a. **Exercise of Power.** The City Council hereby determines that it is in the public interest for the Mableton Urban Redevelopment Agency (“MURA”) to exercise the City’s “urban redevelopment project powers” and hereby elects to have the MURA exercise all of the City’s “urban redevelopment project powers” which are not retained by the City pursuant to O.C.G.A. § 36-61-17(b). MURA is thus hereby authorized to conduct its organizational meetings, make any and all required filings, and transact business as permitted by the Urban Redevelopment Law.
- b. **Composition and Term.** The Board of Commissioners of the MURA shall consist of the members of the City Council who shall serve as Commissioners of the MURA for the length of their term as a City Council member and until their successor takes office. A City Council member shall stand automatically appointed to the MURA upon the commencement of their City Council term. A certificate of appointment of any Commissioner shall be filed with the City Clerk and shall be conclusive evidence of the due and proper appointment of such Commissioner.
- c. **Transaction of Business.** A majority of the Board of Commissioners shall constitute a quorum for the purpose of conducting business and exercising the powers of MURA and for all other purposes allowed by law. Action may be taken by MURA upon a vote of a majority of the Commissioners present. The Mayor shall serve as the MURA Chairperson and shall designate a member from among the remaining Board of Commissioners to serve as the MURA Vice Chairperson.
- d. **Meetings.** The MURA shall be governed by Roberts Rules of Order, as amended, establish its own meeting dates and may adopt further rules and procedures consistent with this Resolution, applicable City regulations and State law. A special meeting may be called by the Chairperson or four MURA Commissioners, subject to 72-hour advance notice to all Commissioners, although a Commissioner may waive such notice.

Section 2. It is hereby declared to be the intention of the City Council that:

- (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- (b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

- (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 3. The City Attorney and the City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing and renumbering purposes.

Section 4. The effective date of this Resolution shall be the date of adoption, unless required otherwise by the City Charter, state and/or federal law.

BE IT SO RESOLVED, this _____ day of _____, 2024.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney