

CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
July 26, 2023 @ 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, District 3 Councilmember
The Honorable Patricia Auch, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

SPECIAL CALLED

TRANSITIONAL CITY COUNCIL MEETING AGENDA

1. **CALL TO ORDER** Mayor Michael Owens
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA**
6. **CONSENT AGENDA:**
 - a. *Approval of May 25, 2023 Special Called Transitional City Council Meeting Minutes*
 - b. *Approval of June 21, 2023 Special Called Transitional City Council Meeting Minutes*
 - c. *Approval of June 29, 2023 Special Called Transitional City Council Meeting Minutes*
7. **PUBLIC COMMENTS**
8. **OLD BUSINESS:**
 - a. *SECOND READ: Ordinance Amending Chapter 7, Taxes, Fees and Assessments, of the City of Mableton Code of Ordinances Pertaining to Hotel Excise Taxes*

Public comments are limited to 2 minutes per speaker. 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.

July 26, 2023 Special Called Meeting Agenda

- b. Ordinance Granting Franchise to Georgia Power Company*
 - c. Ordinance Granting Franchise to Greystone*
 - d. Ordinance Granting Franchise to Atlanta Gas Light Company*
- 9. **DISCUSSION:**
 - a. Essential Administrative Needs (includes authorization for smart phones, cell and data service, along with computing devices and related cybersecurity and productivity software)*
- 10. **CITY ATTORNEY COMMENTS**
- 11. **CITY CLERK COMMENTS**
- 12. **CITY COUNCIL COMMENTS**
- 13. **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)*
 - Exemptions O.C.G.A. 50-14-3 (b)(4)&(5)*
- 14. **ADJOURNMENT**

Public comments are limited to 2 minutes per speaker. 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.

CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
May 25, 2023 @ 6:30PM

SPECIAL CALLED

TRANSITIONAL CITY COUNCIL MEETING MINUTES - DRAFT

1. **CALL TO ORDER** Mayor Michael Owens
2. **ROLL CALL** – Interim City Clerk Hiott conducted. There was a quorum.

The Honorable Michael Owens, Mayor – Present
The Honorable Ron Davis, District 1 Councilmember - Present
The Honorable Dami Oladapo, District 2 Councilmember - Present
The Honorable Keisha Jeffcoat, District 3 Councilmember - Present
The Honorable Patricia Auch, District 4 Councilmember - Present
The Honorable TJ Ferguson, District 5 Councilmember - Present
The Honorable Debora Herndon, District 6 Councilmember – Present
3. **INVOCATION** – Pastor Boyd conducted.
4. **PLEDGE OF ALLEGIANCE**

Following the Pledge of Allegiance, Cobb County Sherrif Craig Owens announced the appointment of the new Chief of Staff, David Jones. Mr. Jones was present in the audience.
5. **APPROVAL OF AGENDA** - Motion was made by Councilmember Jeffcoat to approve the agenda as presented and seconded by Councilmember Ron Davis. Motion was approved 7-0.
6. **PUBLIC COMMENTS** - Interim City Clerk Susan Hiott explained there was a two-minute time limit for comments. There was a sign-up sheet. She reminded everyone that the public comment session did not include a dialogue session with Mayor and Council because time was needed to handle the transitional city business. Those who spoke were:
 - Ben Mould of District 1 expressed appreciation for the Mayor and Council and spoke about how happy he was to see the improvement, growth, and development of the Mableton area.

- Angela Wynn of District 2 requested Mayor Owens to file an emergency moratorium on evictions for 90 days. She expressed concern for the children.
- Monique Lester of District 2 requested Mayor Owens to file an emergency moratorium for 90 days.
- Jasmine Lester of District 2 requested an emergency moratorium for 90 days to find solutions for the black families, especially with small children.
- Monica Delancey of District 2 expressed concern about the eviction of families with children. She asked for an emergency moratorium. She commented about the apartment complexes in District 2 where some of the landlords refused to fix the apartments and then filed retaliation evictions.
- Tre Hutchins of District 3 and Post 3 of the Cobb County Board of Education and Superintendent provided an update. He thanked Mayor and Council for recognizing the Valedictorians and Salutatorians. He thanked Mayor Pro Tem Ferguson (attended South Cobb) and Councilwoman Jeffcoat (attended Pebblebrook) for attending the baccalaureate high school services. There was a small roll-back of .2 millage rate. There were two new principals in the Mableton area.
- Lee Miller of District 4 spoke about the Tax Anticipation Note (TAN) resolution that was on the agenda. He commented that although TANs for new cities were considered legal and customary, he asked for Mayor and Council to think well on obligating the Mableton residents and enabling expenditures when funding mechanisms were unrealized.
- Joyce Steele of District 4 congratulated Mayor and Council on a great inauguration ceremony. She thanked Council for getting out the communication about the meeting. She appreciated being notified in enough time so she could attend the meeting. She asked how she and citizens could assist Mayor and Council.
- Jeff Padgett of District 4 spoke about being a homeowner and having a new adventure for the City of Mableton. There was a chance now to build the community. He spoke about caring about the community. He was excited about the new growth. He offered to help the Mayor and Council.

7. **PROCLAMATION(S):**

- a. *A Proclamation Proclaiming the Month of May as NATIONAL MILITARY APPRECIATION MONTH in the City of Mableton* – Mayor Owens read the proclamation. He recognized veterans in the audience.

8. **RECOGNITION(S):** Mayor Owens recognized and congratulated the students.

- a. *Congratulations to South Cobb High School Class of 2023 Valedictorian Miss Crystal Oleka! She'll be attending Emory University to major in Biology and Global Health!*

- b. *Congratulations to South Cobb High School Class of 2023 Salutatorian Mr. Chinakazi Anyachonkeya! He'll be attending Duke University to major in Neuroscience!*
- c. *Congratulations to Pebblebrook High School Class of 2023 Valedictorian Miss Maria de la Luz Barrios! She'll be attending Georgia Tech!*
- d. *Congratulations to Pebblebrook High School Class of 2023 Salutatorian Miss Yarazet Ramos Gonzalez! She will be attending Oglethorpe University.*

9. **OLD BUSINESS:**

- a. *Approval of May 11, 2023 Special Called Transitional City Council Meeting Minutes*

Motion was made by Councilmember Jeffcoat to approve the minutes as presented and seconded by Councilmember Oladopo. Motion was approved 7-0.

10. **NEW BUSINESS:**

- a. *FIRST READ: City of Mableton Ethics Ordinance*

Interim City Attorney Walker Ashby explained per the City's Charter, unless the ordinance was an emergency ordinance, all ordinances required two reads. This was the first read. The ordinance was part of a process to obtain the Certified City of Ethics Certification by the Georgia Municipal Association. She asked for direction from Council whether they adopted the default ethics position for appointing a Board of Ethics as stipulated in the Charter or one of the three alternatives noted in the sample Georgia Municipal Association (GMA) ordinance. She had heard comments from some of the Council and asked for direction from Council. She referenced the Sample Ethics Ordinance that was given to the Council. To receive the City of Ethics Certification, an ethics ordinance and a resolution must be adopted.

Questions and discussion followed about the different options for appointing the Board of Ethics. Per questions by Councilmember Ferguson, Attorney Walker-Ashby provided additional explanation. She opined that if go outside of GMA's recommendation and stick to the default position of the Charter, GMA would not give push back. Attorney Walker-Ashby read the Charter provision (Sec. 3.11 (b) "... except as otherwise provided by this charter, or by law, each board, commission, or authority shall consist of seven members with one member being appointed by each member of the city council and the mayor..." If Mayor and Council collectively agreed, she would remove the GMA provision and include the Charter provision. Councilmember Ferguson asked about the purpose of the

Ethics Ordinance. Attorney Walker-Ashby explained how it was making sure the Mayor and Council were made accountable. There was a list of conditions the Council should follow. She read some examples from the GMA Sample Ordinance. The Ethics Board would hear complaints filed with the City Clerk and would enforce and render recommendations to the Council.

Mayor Owens commented how the Georgia Municipal Association guided cities all over Georgia. He reiterated the importance of the Ethics Ordinance to make sure the City started with ordinances to ensure doing the right things. The question was to have the Charter recommendation of 7 for the Board of Ethics vs the GMA recommendation of 3 members pulled from a pool of members. Attorney Walker-Ashby stated she could ask GMA why they recommended 3 members.

Questions and discussion continued about pay and term limits. Per questions, Attorney Walker-Ashby explained the board members were not paid. The two-year term limit was in the current ordinance.

Motion was made by Councilmember Herndon to adopt Alternative C from GMA guidelines for formation of the Ethics Board. Councilmember Auch seconded.

Mayor Owens read aloud Alternative C (page 6 of the GMA Sample Ordinance).

The Board of Ethics of the City shall be composed of three (3) residents of the City to be appointed as follows: the mayor and councilmembers shall each designate one (1) qualified citizen to provide a pool of 7 individuals who have consented to serve as a member of such Board of Ethics and who will be available for a period of two (2) years to be called upon to serve in the event a Board of Ethics is appointed. The City Clerk shall maintain a listing of these qualified citizens. Upon receipt of a properly verified complaint and timely forwarding of that complaint to the city official charged in the complaint, the Mayor and Council, at the next regularly scheduled public meeting or at a specially called public meeting, shall draw names randomly from the listing of qualified citizens until three (3) members of the Board of Ethics have been appointed. Such Board will elect one of its members to serve as chair.

Discussion followed about the qualifications to be a member and process of selecting from the pool. Mayor Owens recommended that at least one of the board members be an attorney.

A friendly amendment was made to adopt alternative C as stated with Mayor's appointment shall be an appointee with standing of the State Bar Association. Two would be pulled from the pool of the remaining 6 randoms. Councilmember Herndon accepted the friendly amendment and Councilmember Auch accepted. The motion passed unanimously.

Attorney Walker-Ashby affirmed the ordinance was the first read. She would make the changes for the second read and final vote at the next meeting.

b. Approval of Resolution Establishing Ethics Principles for City Official Conduct

Mayor Owens explained the resolution was required to receive the GMA City of Ethics Certification. Councilmember Ferguson addressed having a statement in the ordinance correlating with the resolution regarding the importance of the positive and constant transparency for current and future councils. He wanted to ensure that all Councilmembers and Mayor have knowledge of all meetings with the County and other external entities to make sure there were no issues to come up. Discussion followed about transparency and having procedures for ethics and all on board for decisions and/or actions. Mayor Owens pointed out that resolutions at meetings provided authorizations and transparency.

Motion was made by Councilmember Ferguson to approve RES 2023-05-09 a Resolution Establishing Ethics Principles for City Official Conduct as stated and seconded by Councilmember Herndon. Motion was approved 7-0

c. Approval of Resolution Formally Adopting a City Legal Organ – Interim City Clerk Susan Hiott explained per state law all government bodies must adopt and post meetings in a designated legal organ. The resolution adopts the Marietta Daily Journal as Mableton’s legal organ. Other media can be notified of meetings also, but the legal organ must be adopted and the City must notify/post meetings in the adopted legal organ.

Motion was made by Councilmember Auch to approve RES 2023-05-10 approving *Marietta Daily Journal* as the City’s legal organ. Councilmember Oladopo seconded. The motion carried unanimously.

d. Approval of Resolution Providing for Rules of Procedure and Decorum

Attorney Walker Ashby explained the resolution. She read aloud some of the rules.

Motion was made by Councilmember Jeffcoat to approve RES 2023-05- a resolution providing for rules of procedure and decorum. Councilmember Davis seconded the motion. The motion carried unanimously.

e. Approval of Resolution Authorizing Banking and Related Financial Activity

Attorney Walker-Ashby referenced a modified resolution. She read aloud the modifications.

The City Council hereby authorizes the Mayor and City appointed City Finance Consultant, to obtain any necessary tax identification numbers and to open such City bank accounts as may be needed by the City to conduct the business of the City. The

Mayor shall be designated as the authorized signatory for such accounts, and shall be additionally authorized to write checks and withdraw funds from the same to conduct the business of the City. All expenditures and withdrawals from City accounts shall require advance approval by the City Council, as may be authorized within adopted City resolutions, budgets, ordinances, motions and/or other formal authorizations by the City Council. In addition, the City Council authorized expenditures and withdrawals exceeding \$5,000 shall require the approval of the Mayor and City Financial Consultant for payment.

Questions and discussions followed about how approving a budget would give authorization on case-by-case basis. Attorney Walker-Ashby explained this was a temporary action as budget, policies, and procedures would be established in the future.

Motion was made by Councilmember Ferguson to approve the Resolution Authorizing Banking and Related Financial Activity by the Mayor and City appointed City Finance Consultant. Councilmember Oladopo seconded. Councilmember Jeffcoat asked if “interim” could be inserted. Councilmember Ferguson accepted the friendly amendment and motion as to approve ... by the appointed **Interim** City Finance Consultant. Councilmember Oladopo seconded. The motion carried unanimously.

f. Approval of Resolution Providing Notice to Cobb County of City’s Intent to Collect Certain Taxes

Attorney Walker Ashby provided background. She referenced a minor change in the document located behind the agenda packet. Pursuant to City’s Charter, there was a 30- day notice to Cobb County as to date to collect certain taxes. She referenced the feasibility study by Carl Vinson Institute. The taxes that would not require significant personnel were: Hotel/Motel Taxes, Insurance Premium Taxes, Franchise Fees, Motor Vehicle Taxes, and Financial Institution Taxes. The Mayor had requested a meeting with the County and they have responded positively that they could meet next week. If authorized tonight, the notice would be sent to the County. She pointed out in the resolution the following provisions:

Notice to Utility Providers and Financial Institutions. *Utility companies, including cable, electric, gas and telephone service providers, are hereby provided with notice that the City will commence collection of franchise fees and Financial Institution Taxes within the City’s territorial limits, effective as of July 1, 2023.*

Other assessments. *The City will provide Cobb County with notice of additional taxes, fees, assessments, fines and forfeitures, and/or other moneys within the City that the City will collect pursuant to Section 7.15 of the City Charter, as the transition period progresses.*

There are other fees such as parks and recreation and building permitting and inspection fees, but they were not realistic at this point because there were a lot of collaboration and personnel required. The City would be having discussions about these later.

Attorney Walker-Ashby referenced Section 2 of the resolution that the Mayor shall be authorized to approve and provide written notice to the County of an alternative date for commencement the City's tax collections, so long as such date does not extend beyond July 5, 2023. Mayor Owens provided additional explanation of the dates. Councilmember Ferguson asked for clarity of the footnote. Attorney Walker-Ashby explained legally they should meet the deadline date but in good faith the date could be earlier. The 30th date was June 26th. Discussion continued.

Motion was made by Councilmember Ferguson to approve RES 2023-05-13, a Resolution providing notice to Cobb County of the City's intent to collect certain taxes, fees, assessments, fines and forfeitures and/or other moneys and for other lawful purposes. Councilmember Jeffcoat seconded the motion. The motion carried unanimously.

g. Approval of Resolution Authorizing the Negotiation of Franchise Agreements

Attorney Walker-Ashby provided background. The resolution authorizes the Mayor and City Attorney to negotiate agreements for the remittance of franchise fees to the City, which shall include negotiation with cable, electric, gas and telephone service providers. All proposed franchise agreements shall be brought before the City Council for final approval.

Motion was made by Councilmember Auch to approve RES 2023-05, a Resolution Authorizing the Negotiation of Franchise Agreements. Councilmember Oladopo seconded. The motion carried unanimously.

h. Approval of Resolution Authorizing City to Secure Bids for Tax Anticipation Note

Interim City Attorney Walker-Ashby provided background. She referenced a modification at the back of the agenda packet. The resolution authorizes the Mayor, City Finance Team, an underwriter, and City Attorney to go out and solicit bids regarding terms and conditions for a short-term (temporary) tax anticipation (TANs). The last three cities to incorporate did have TANs. There was not a money issue, but a cash flow issue. The City had money coming in, but at the time the City did not have access to the funds. Once the revenue came in, the loan would be paid off pursuant to the Charter by the end of the year.

Attorney Walker-Ashby pointed out there was a footnote added providing clarity.

Footnote added: This Resolution shall authorize the securing of bids, proposals terms and conditions, but shall not authorize the issuance and/or approval of any loan. All loans shall be subject to subsequent approval by the City Council. In addition, the

Mayor, as long as no cost is involved, may use additional outside finance experts to secure loan bids.

Attorney Walker-Ashby stressed the Mayor could use other assistance if there was no cost. Ed Wall was named, who had been the underwriter for the last three cities, but the Mayor could use others as long as no cost. The City must go out for bids with three banks. The City Council must approve all loans.

Motion was made by Councilmember Herndon to approve RES 2023-05- 15 a Resolution Authorizing the City to Secure Bids for Tax Anticipation Note. Councilmember Ferguson seconded the motion. The motion carried 6-1. Councilmember Auch opposed the motion.

11. **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)
Exemptions O.C.G.A. 50-14-3 (b)(4)&(5)

Motion was made by Mayor Owens to go into Executive Session to discuss litigation, and real estate and personnel. Councilmember Ferguson seconded the motion. The motion carried unanimously. Yeas: Owens, Davis, Oladopo, Jeffcoat, Herndon, Ferguson and Auch, The Mayor and Council went into executive session at 8:27 p.m.

Motion was made to close Executive Session by Councilmember Auch and seconded by Councilmember Oladopo. The motion carried unanimously.
Yeas: Owens, Davis, Oladopo, Jeffcoat, Ferguson, Herndon, and Auch

12. **DISCUSSION: N/A**

13. **CITY ATTORNEY COMMENTS – NONE**

14. **CITY CLERK COMMENTS - NONE**

15. **CITY COUNCIL COMMENTS –**

- Councilmember Jeffcoat expressed gratitude for those who attended the meeting and had also stayed. Councilmember expressed gratitude for the Military Month recognition.
- Mayor Owens commented about there were many items to be accomplished. The Cityhood was in its transition phase. What the citizens were seeing as they met were “raw” discussions and decisions conducted in front of

everyone. There had not been any work sessions or previous meetings to discuss items. Mayor and Council were taking time with Attorney and Clerk to make sure they were doing the best for Mableton. He explained there were certain things the City could do and there were certain things that the City could not do. The Mayor and Council serve the people of Mableton.

16. **ADJOURNMENT**

Motion was made by Councilmember Auch to adjourn the meeting and seconded by Councilmember Oladopo. The meeting was adjourned at 10:29 p.m.

CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
June 21, 2023 @ 6:30PM

SPECIAL CALLED

TRANSITIONAL CITY COUNCIL MEETING MINUTES - DRAFT

1. **CALL TO ORDER** Mayor Michael Owens
2. **ROLL CALL** – Interim City Clerk Hiott conducted. There was a quorum.

The Honorable Michael Owens, Mayor – Present
The Honorable Ron Davis, District 1 Councilmember - Present
The Honorable Dami Oladapo, District 2 Councilmember - Present
The Honorable Keisha Jeffcoat, District 3 Councilmember - Present
The Honorable Patricia Auch, District 4 Councilmember - Present
The Honorable TJ Ferguson, District 5 Councilmember - Present
The Honorable Debora Herndon, District 6 Councilmember – Present
3. **INVOCATION** – Dr. Williams conducted.
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA - Motion** was made by Councilmember Oladapo to move the Executive Session to the end of the agenda after the City Council Comment Section and move Item 8e (Resolution authorizing deferred costs for Council to participate in the Georgia Municipal Association training) to be Item 8a and approve the agenda as amended. Councilmember Ron Davis seconded the motion. The motion passed 7-0.
6. **PUBLIC COMMENTS** (2-minute time limit) - Mayor Owens recognized Mayor Khalid Kamau, Mayor of South Fulton. Interim City Clerk Susan Hiott asked those who submitted public comment cards to speak. Those who spoke were:
 - Tre Hutchins of District 3 and Post 3 of the Cobb County Board of Education and Superintendent provided an education update. The School District approved the annual operating budget of \$1.5 billion. Being sensitive to higher property assessments, the millage rate was rolled back by .2 for some relief. He provided a report on the E-SPLOST projects and other updates.
 - Mayor Owens recognized Cobb County Chief of Police Stuart VanHoozer. Chief VanHoozer commented about his ties to the community, including attending South Cobb High School and Floyd Middle School. He expressed his support and dedication for Mableton. He recognized Deputy Chief Ben Cohen and Commander of Precinct 2, Matt Hurst.

- Brenda Nash of District 3 thanked the Mayor and Council for all their work. She expressed how she was looking forward to Mableton having a website to keep citizens up to-date. She encouraged the Mayor and Council to get involved in the County's zoning matters.
- Ann Marie Winters of District 4 commended the Mayor and Council for all they were doing. She spoke about the importance of carefully reading the ordinances and recommended that someone pay special attention to definitions and limitations. She provided an example of the definition for *banking*.
- Mayor Owens recognized Mayor Khalid who approached the podium and commended and congratulated the Mayor and Council for being democratic and diplomatic. He encouraged the Mayor and Council to understand the will of their constituents.

7. **OLD BUSINESS: N/A**

8. **NEW BUSINESS:**

- a. *Approval of Resolution Authorizing Deferred Costs for Mableton City Councilmembers to Participate in Statewide Georgia Municipal Association Training*

Interim City Attorney Walker-Ashby explained the Georgia Municipal Association (GMA) Annual Convention was occurring in Savannah, Georgia. It was a local government retreat for cities all over Georgia. The convention (retreat) provided unrivaled training, networking, exhibitors, and tradeshow designed for municipalities, all benefiting the Mayor and Council. Although there would be basic training to be held by GMA for Council in a few weeks, the convention training provided extensive training and real time engagement with other elected officials. GMA was a non-profit and offers additional services such as local government insurance, counsel defense work, tax services, and assistance to municipalities. She reported GMA had agreed to give Mableton a voice in participation of officers of GMA. The convention costs were not unreasonable. GMA was willing to defer the cost. Mayor Owens added that GMA was not charging the city any membership fees for the first year. Attorney Walker-Ashby addressed the Charter's allowance for expenditures. She explained how expenses would be deferred until the City had a budget and obtained monies. Discussion followed about the amount of the deferred costs (approximately \$850 per council person, Questions and discussion followed.

Councilmember Ferguson asked about the timeline for paying GMA. Mayor Owens stated there was no specific time. Councilmember Herndon asked for additional explanation of the \$815 and the prices per course. Councilmember Herndon expressed concern that GMA had already offered one on one training for the council to occur three weeks after the conference. She was thinking about the bottom line

the City would be responsible for paying. She did not understand the goal for attending the Convention.

Councilmember Jeffcoat expressed her appreciation for Councilmember Herndon's perspective. She explained she had spoken with GMA. There was a distinct difference between the two training opportunities. The convention was more in depth and gave Mableton Council the opportunity to meet other experienced officials. It was paramount to get the necessary training to make tough decisions. Councilmember Jeffcoat read a statement by GMA representative that explained how the convention training was taught by experts of specific topics and goes far more in depth than the planned orientation training retreat. The conference offered a good number of topics, vendors, networking and other offerings that were mentioned by attorney Walker-Ashby. At the convention, the Mayor and Council have the opportunity to collaborate and meet with experienced officials. The orientation retreat would focus on team building, basic training, core areas and planning. She explained the two offers were completely different. She commented priorities were set by the council, training was invaluable, and training was good debt, and Council would get return in investment long term.

Councilmember Herndon referenced that Mr. Hanson of GMA stated attending the conference should not be a priority based on the City's financial situation. GMA offered a less expensive alternative in addition to offering their assistance. There would be mandatory training also in January. She explained how she was not sure focusing on the conference should be a priority. It was not that she did not see the value of a conference, but as a new city, she expressed she was not sure focusing on the conference should be a priority. Next year Mableton would have a budget, revenue, and numbers and all could attend.

Discussion followed. Councilmember Auch commented about going to the convention was expensive such as including hotels. She recognized there could be a benefit of networking, but she thought the City would get better bang for the buck to wait until next month's training. Councilmember Auch commented about the resolution not mentioning the training for next month. She thought there needed to be more forethought for training budget.

Councilmember Oladapo asked about the board and travel costs. Councilmember Jeffcoat distributed an estimate among the Council. Mayor Owens reviewed the conference fees. He commented about the allowed expenses for Mayor and Council were already stipulated in the Charter. He reviewed the specific costs. Councilmember Jeffcoat addressed the lodging costs that were gotten at a lesser rate. Councilmember Jeffcoat added she was staying with family. Councilmember Oladapo expressed that she could not justify the costs, there would be training by GMA at the orientation retreat. She asked if GMA could offer special training sessions. Councilmember Ferguson opined the need for the Mayor and Council to focus on every single opportunity to be trained by those who know what they are

doing. He pointed out the entire council were not going. There will be four attending. Councilmember Auch stated she was not attending because it was not pre-approved. She opined the item should have been on the agenda last month. Councilmember Ferguson acknowledged unfortunately it had been a hurried situation, but the entire election/race had been, and unfortunately the decision was being done on the fly. He spoke about and recommended training the trainer. Council should bring back information and share the knowledge that was key. Councilmember Auch stated it was an annual retreat and the City was starting up and Council could grow the education as the City grew.

Per Councilmember Auch's question, discussion followed about the type and number of classes offered. Mayor Owens clarified the training was optional, not mandatory. Attorney Walker-Ashby reported if four councilmembers go, the cost of deferral was \$3,300 and if seven go, the cost was \$5,775. The resolution did not include next month's training. The resolution did not include the Council's expense allowance.

Councilmember Herndon explained GMA was offering the courses they need at an orientation retreat next month. The courses offered at the convention included other items to focus on. She pointed out that the Council had two opportunities for training and GMA offered an open door to Council to accommodate what training the City needed. She opined at this juncture, considering so many things they needed to accomplish, it was an unnecessary expense. She did not think the conference/convention was a wise use of resources and funding. Councilmember Auch added that GMA partners with Carl Vinson Institute and there were online options that did not include hotel, food, and travel costs.

Councilmember Davis expressed how he understood both sides of the argument. He reported as a former banker he believed in cost savings and being fiscally responsible. He commented on how the talk about next month's class was and that it gave basics. He opined the Council was trying to start a city. As a soldier, one would not want to go on a dangerous mission with basic training. He wanted to be efficient, and the Council were at a critical junction starting the city. He spoke about how the Council needed to do as necessary so could do City business as efficiently as possible. He was a strong believer in training. He commented further about for a city and a business to be successful, training was needed. He pointed out that being efficient took more than learning the basics.

Councilmember Jeffcoat clarified that because the discussion was focusing on training, Council was cognitive of the other needs of the City. Councilmember Auch added she was not suggesting to not having training, but to have something in the future when the entire council could have training.

Motion made by Councilmember Ferguson to approve Resolution authorizing deferred costs for Mableton City Councilmembers to participate in statewide

Georgia Municipal Association Training. Councilmember Jeffcoat seconded. The motion passed 4-3. Nays: Oladapo Herndon, and Auch

b. *FIRST READ: Ordinance Creating Chapter 1, General Government, Article 1, General Provisions, of the City of Mableton Code of Ordinances*

Attorney Walker-Ashby clarified the first read was first time presented to Council. She explained the next four items were first reads, meaning first time to be presented. The Charter required two reads. She provided an overview. The ordinance was a basic component in all ordinances. The ordinance provided definitions and explanations. It was a basic ordinance. Questions and discussion followed.

c. *FIRST READ: Ordinance Creating Chapter 2, Administration, Article 1, In General, of the City of Mableton Code of Ordinances*

Attorney Walker-Ashby provided an overview of the ordinance. She addressed the reimbursements of expenditures process. Councilmember Auch asked that Section 2.1.5 have the reference of Charter Section 2.13 included. Mayor Owens asked if the \$5,000 for Mayor and \$3,000 was not limited to training or travel. Attorney Walker-Ashby stated it was not limited to travel and training. Additional explanation was provided.

d. *FIRST READ: Ordinance Creating Chapter 7, Taxes, Fees, and Assessments, of the City of Mableton Code of Ordinances*

Attorney Walker-Ashby reported the ordinance came after a lot of discussion and coordination with the County, Chairwoman, staff, collaboration with the tax commissioner. There were meetings with multiple utilities. She explained this was the seed for initial revenue. The finance director would quantify. A good amount of revenue will start coming in July. The ordinances put in place components for the initial revenue. The ordinance provides the basic franchise fee component for franchises, such as power, cable, and natural gas franchises. The City encourages and wants to have a franchise agreement. There had been a lot of feedback from the franchises. Georgia Power was one of the utilities to give money. Georgia Power had offered to give six months in advance. The representative from Graystone Power was present as well. If there was not an agreement, a franchise defaults to the ordinance. If one was in place, default to the agreement. Additional fees and taxes were noted. She suggested a second meeting to adopt these ordinances prior to July 1st. Mayor Owens reiterated the ordinance was a basic catch all, but the City was working with the franchises to have an agreement. Councilmember Ferguson noted Austell Gas was not included.

e. *FIRST READ: ORDINANCES GRANTING FRANCHISES:*

1. *Ordinance Granting Franchise to Georgia Power Company*

2. *Ordinance Granting Franchise to Cobb Electric Membership Corporation*
3. *Ordinance Granting Franchise to Greystone*
4. *Ordinance Granting Franchise to Comcast Cable*
5. *Ordinance Granting Franchise to AT&T*
6. *Ordinance Granting Franchise to Spectrum*
7. *Ordinance Granting Franchise to Scana Energy*
8. *Ordinance Granting Franchise to Atlanta Gas Light*
9. *Ordinance Granting Franchise to Georgia Natural Gas*
10. *Ordinance Granting Franchise to Gas South*

Attorney Walker-Ashby noted they had begun initial contact, but when do finalize and in a form that the Council was o.k. with, it would be available for adoption since have already had the first read. The hope was to solidify the agreements. There would be transitional council meetings to adopt the second read.

9. **DISCUSSION: N/A**

10. **CITY ATTORNEY COMMENTS**

- Councilmember Ferguson commented about how the council continued to grow and was pleased to be a member of the council.
- Mayor Owens thanked all that continued to attend the council meetings. The ability to be able to connect and have dialogue was important. He thanked Pastor Boyd for allowing the Council to meet at the EpiCenter. He thanked James Hammond with IKON Filmworks. The work was conducted free of charge as a commitment to the City and community. Mableton continues to make this work because of the gratitude of people and business owners of the community supporting the City of Mableton. He expressed thanks and appreciation.

11. **CITY CLERK COMMENTS**

12. **CITY COUNCIL COMMENTS**

13. **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)
Exemptions O.C.G.A. 50-14-3 (b)(4)&(5)

Motion was made by Councilmember Jeffcoat to go into executive session for personnel, litigation, and real estate. The motion carried unanimously. Yeas: Davis, Jeffcoat, Oladapo, Auch, Ferguson, Herndon, and Owens (8:03 p.m.)

Motion was made by Councilmember Oladapo to close the Executive Session. Councilmember Herndon seconded the motion. The motion passed unanimously. Yeas: Davis, Oladapo, Jeffcoat, Ferguson, Herndon, and Owens

14. **ADJOURNMENT**

Motion was made to adjourn by Councilmember Jeffcoat. Councilmember Oladapo seconded. The motion carried unanimously.

The meeting adjourned at 10:33 p.m.

Attest:

Susan D. Hiott, Interim City Clerk

Michael Owens, Mayor

CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
June 29, 2023 @ 6:30PM

SPECIAL CALLED

TRANSITIONAL CITY COUNCIL MEETING MINUTES - DRAFT

1. **CALL TO ORDER** Mayor Michael Owens
2. **ROLL CALL**

The Honorable Michael Owens, Mayor - Present
The Honorable Ron Davis, District 1 Councilmember - Present
The Honorable Dami Oladapo, District 2 Councilmember - Present
The Honorable Keisha Jeffcoat, District 3 Councilmember - Present
The Honorable Patricia Auch, District 4 Councilmember - Present
The Honorable TJ Ferguson, District 5 Councilmember – Present
The Honorable Debora Herndon, District 6 Councilmember – Absent
3. **INVOCATION** - Councilmember Davis conducted.
4. **PLEDGE OF ALLEGIANCE – LED BY AN OFFICER OF COBB COUNTY POLICE DEPARTMENT**
5. **APPROVAL OF AGENDA - Motion** was made by Councilmember Jeffcoat to accept the agenda. Councilmember Ferguson seconded the motion. The motion passed 6-0.
6. **PUBLIC COMMENTS (2 MINUTE TIME LIMIT) – (This section was erroneously overlooked and occurs after Old and New Business Sections)**
7. **OLD BUSINESS:**

- a. *SECOND READ: Ordinance Creating Chapter 1, General Government, Article 1, General Provisions, of the City of Mableton Code of Ordinances*

Attorney Walker-Ashby congratulated the Mayor and Council because the ordinance would be officially the first codified legislation. She explained how the Mableton Code of Ordinances would evolve and change throughout the history of the City and was a living document. The Mayor and Council have authority to change the Code. The first read of the ordinance was held at the last meeting

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(June 21). Chapter 1, General Government ordinance was a basic administrative general code for municipalities.

Councilmember Auch asked for clarification of the definition of *days* (per agenda packet, page 4 of 8, around line 141) and Attorney Walker-Ashby suggested inserting the word *calendar*).

Councilmember Auch asked if in Section 1.1.6 – line 179 – if *directed by city*, should instead read *directed by Council*. Attorney Walker-Ashby clarified the word *city* constitutes Mayor and Council or an act by Mayor and Council, the word *city* would be used frequently in the code. Councilmember Jeffcoat referred to the Ordinance (line 8) and line 11-12). The City of Mableton (“City”) and the elected governing authority of the City is the Mayor and Council (“City Council”).

Motion made by Councilmember Jeffcoat to approve the second reading of the Ordinance creating Chapter 1, Article 1, General Provisions, of the City Code of Ordinances. Councilmember Davis seconded the motion. The motion passed 6-0.

Mayor Owens commented that the Council had officially passed the first ordinance.

b. SECOND READ: Ordinance Creating Chapter 2, Administration, Article 1, In General, of the City of Mableton Code of Ordinances

Attorney Walker-Ashby explained the ordinance was discussed at the prior meeting. If anyone looked at the Municode website showing codes of Georgia cities, the administration section was in ordinances throughout Georgia. As the City evolves, the City would adopt additional articles. Councilmember Ferguson asked about paragraph c – receipts over \$10. He asked where the \$10 came from. In the business world, it was normally \$40. Attorney Walker-Ashby stated she took from either Marietta or Johns Creek. The intent was to have a nominal amount, but it was at the discretion of Council. Councilmember Ferguson asked if could change the amount to \$40.

Motion made by Councilmember Ferguson to approve the ordinance creating Chapter 2, Administration, Article 1 with change to Section 2.1.5 (Reimbursement and travel) c (Expense reports) to be \$40 instead of \$10. Mayor Owens seconded the motion. The motion passed 6-0.

c. SECOND READ: Ordinance Creating Chapter 7, Taxes, Fees, and Assessments, of the City of Mableton Code of Ordinances

Attorney Walker-Ashby provided an explanation and summary of the ordinance. She explained how the Chapter would get longer as all assessments and fees were assessed. She named franchise fees, insurance, financial institution, and rental

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motor vehicle tax. These would be in place to be the initial seed money as the City moved forward.

Councilmember Auch asked about the change to \$100 in Section 7.2.3 – license fees instead of the first read amount of \$52.50. Attorney explained there were some cities that had fees higher. The \$52.50 was very low and she increased to a more reasonable amount.

Motion was made by Councilmember Auch to approve Ordinance creating Chapter 7, Taxes, Fees, and Assessments of the City of Mableton Code of Ordinances. Councilmember Jeffcoat seconded the motion. The motion passed 6-0.

8. **NEW BUSINESS:**

a. FIRST READ: Ordinance Granting Franchise to Austell Natural Gas System

Attorney Walker–Ashby explained that the franchise was included in the first reads of franchises at the last meeting. As the City goes along and audits are completed, and additional information is available, any utility located in the City’s right of way was subject to franchise fees and would be brought to Council. This will be brought back to Council when the City has an agreement. Mayor Owens added that Austell Natural Gas had covered quite a bit of the City of Mableton.

This was a first read, no action to be taken.

b. Approval of Resolution Authorizing Deferred Costs for Georgia Municipal Association Newly Elected Council Training

Mayor Owens explained GMA had offered to provide training that was different than the convention’s training. GMA has offered to provide limited, specific training for newly elected officials. GMA understands Mableton’s situation and has agreed to defer the costs of \$750 a day. That fee includes all the expertise of people being brought in for the training. The actual date has not been determined yet. The request was to defer the costs for two or three days. (Councilmember pointed out the resolution should be corrected to read \$750 per day.)

Motion was made by Councilmember Jeffcoat to approve the resolution authorizing deferred costs for Georgia Municipal Association Newly Elected Council Training. Councilmember Davis seconded the motion. The motion passed unanimously.

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PUBLIC COMMENTS (2 MINUTE TIME LIMIT) – ITEM 6 WAS OVERLOOKED

Angela Wynn of District 2 reported she attended Cobb County Eviction Court and witnessed seventy-five children evicted. She pleaded for Mayor Owens to do an Eviction Moratorium.

Jack Booker of District 4 commented that the meetings should be on a set schedule and have more advanced publication of the agenda. He was concerned about getting additional taxes.

Joyce Steel of District 4 referred to the discussions at the last meeting about the allotted funds and asked what would have happened if the Mayor and Council did not use all the allocations. She asked for the status of a Mableton website and asked that it be a priority. She asked if could have access to the agenda ahead of time before the meeting. She commended Council that their discussions were respectful. She commented on the information from those who attended the conference and asked that Council come back and share with those members of Council that did not attend.

9. **DISCUSSION: N/A**

10. **CITY ATTORNEY COMMENTS - NONE**

11. **CITY CLERK COMMENTS – NONE**

12. **CITY COUNCIL COMMENTS**

Councilmember Jeffcoat expressed appreciation for all comments. She spoke about being able to disagree and be respectful and how much she appreciated working with each one of the Council. She had the opportunity to attend the convention. She thanked GMA for accommodating and allowing them to attend. The entire staff of GMA went well and above. She thanked others who invited them to events. It was important to collaborate with other officials. It was her intent to share information received among all councilmembers. It was so important to have the training. Learning was continuous. The upcoming training will allow the Council to enhance their experience and knowledge. She thanked everyone for the opportunity to attend the conference.

Councilmember Auch asked Council to consider a public place to make the Mableton documents available to the public.

Councilmember Ferguson shared a writing to the people about attending the Georgia Municipal Association. He commented on how the conference was everything the City

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needed and more. He spoke about the divide and conquer strategy for the sessions. He would be glad to discuss with any citizen interested specific to what was learned. The State of Georgia was behind the City and was welcomed with open arms. Other cities approached them and offered their support. He was amazed at the sessions. He shared examples of conversations of those he spoke with at the conference. He spoke with many vendors, and learned about ethics, succession planning, workforce development, downtown destinations planning, public safety policy, and revenue and attended the finance policy committee. He realized he could not do the job without the help of those who had done city work before them. He received a fresh rolodex of those to rely on from the Mayor of Atlanta and City Council to the Brookhaven Mayor and City Council and others. He made allies at the convention. He thanked the Mayor and Council for having the ability to learn and grow together and move the City forward.

Mayor Owens referenced Councilmember Jeffcoat and Ferguson's comments about the divide and conquer strategy for learning and attending different classes and meeting different people. He had the honor of spending time with Mayor Vince Williams of Union City, previous past president of GMA and National League Cities. He spent time with Mayor Dickens and Mayor Owens of Brookhaven. The convention was well worth their time and dollars from the City.

Mayor Owens continued to comment about how the City was 30 days into the new City. The amount of work thus far in one month was notable among their peers. They have put three ordinances into city law, were having functional meetings, and were involved and engaged with the county officials. There was no milage rate. They have had conversations with County Chairwoman and others. He had been fortunate to sit in on meetings with GDOT, Department of Public Heath, and the city had established a bank account. With the work of the attorney and financial consultant, funds will be on their way. A multitude of other funds will be coming in now that the ordinances are in place. The franchise fees denoted by the Carl Vinson Institute Study was the cornerstone for operations of the City.

Mayor Owens further commented on how the City was still operating at the grace of those that helped make the meetings happen. The City was working diligently to get funds allocated so that at some time the Council would have regularly scheduled meetings. All that were present were not used to going to city meetings. The City was far ahead of where some cities were at this point and time, especially since Mableton did not have a transition committee or any support from the Governor in setting up the City. The reason for the special called meetings was so could have funds coming to the City. The City had to operate at this pace to get things done. Later, the City would be able to give a week's notice. The Georgia Sunshine Laws required 24 hours' notice, and he had been trying to give 48 hours. He would continue to work on communication. He had to work with the Federal government regarding the .gov and it could be a couple more weeks. He provided additional information about the steps to get the .gov address. The City had a F.E.I.N. number and a mailing address now. He thanked everyone for coming to the meeting. He stated he would continue to give as much notice as possible.

Public comments are limited to 2 minutes per speaker. 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.

13. **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)
Exemptions O.C.G.A. 50-14-3 (b)(4)&(5)

Motion was made by Councilmember Jeffcoat to go into Executive Session for the purpose of litigation and personnel. Councilmember Oladapo seconded the motion. The motion passed 6-0. Yeas: Davis, Oladapo, Jeffcoat, Owens, Ferguson, and Auch

Council went into Executive Session at 7:26 p.m.

Motion was made by Councilmember Jeffcoat to close the Executive Session. Councilmember Oladapo seconded the motion. The motion passed 6-0. Yeas: Davis, Oladapo Jeffcoat, Auch, and Ferguson

14. **ADJOURNMENT**

Motion was made by councilmember Auch to adjourn. Councilmember Oladapo seconded. The motion passed 6-0.

The meeting adjourned at 9:44 p.m.

Public comments are limited to 2 minutes per speaker. 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.

AN ORDINANCE CREATING CHAPTER 7, ARTICLE 5, HOTEL-MOTEL EXCISE TAXES, OF THE CITY CODE OF ORDINANCES 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(a)(3) to establish a hotel excise tax as set forth herein;

WHEREAS, the City Council desires through this Ordinance to adopt reasonable Code provisions relating to taxes, fees and assessments; 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. Chapter 7, Taxes, fees and assessments, of the City of Mableton Code of Ordinances, is hereby created to read as follows:

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

CHAPTER 7 - TAXES, FEES AND ASSESSMENTS

ARTICLE 5 - HOTEL-MOTEL EXCISE TAXES

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, public official, 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 tax on occupants imposed by this article, as provided for by O.C.G.A. § 48-13-50, et seq., and specifically O.C.G.A. § 48-13-51(a)(3).

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 five (5%) percent 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 five (5%) 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 25 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 September 1, 2023, in accordance with O.C.G.A. § 48-13-5(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 September 1, 2023 or the earliest date allowed under O.C.G.A. § 48-13-51, whichever date occurs sooner. In the event that any effective date and/or tax commencement date herein is determined to be invalid, said effective date and/or 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 26th day of July, 2023.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, Interim City Clerk

Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney

ORDINANCE GRANTING FRANCHISE

To

GEORGIA POWER COMPANY

By

CITY OF MABLETON

On

_____, 2023

The within franchise accepted on

_____, 2023.

GEORGIA POWER COMPANY

By: _____
Chairman, President and CEO

ORDINANCE GRANTING PERMISSION AND CONSENT to Georgia Power Company, a Georgia corporation, and its successors, lessees, and assigns (hereinafter referred to collectively as the "Company") to occupy the streets and public places of the City of Mableton, Georgia, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the "City"), in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes.

SECTION I. Be it ordained by the governing authority of the City that the authority, right, permission, and consent are hereby granted to the Company, for a period of thirty-five (35) years from the date of the Company's acceptance hereof, to occupy and use the streets, alleys, and public places of the City within the present and future corporate limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus (hereinafter referred to collectively as the "Company's Facilities") for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public places from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to insure safe and efficient service.

SECTION II. Be it further ordained that the rights, permission, and consents herein contained are granted for the following considerations and upon the following terms and conditions:

1. The Company shall pay into the treasury of the City (a) on or before the first day of March in each year following the granting of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential and commercial rate schedules (as prescribed by the Georgia Public Service Commission) within the corporate limits of the City during the preceding calendar year and four percent (4%) of the gross sales of electric energy to customers served under industrial rate schedules (as so prescribed) within the corporate limits of the City during the period beginning on the first day of the month following the granting of this franchise and ending on December 31 thereafter and (b) on or before the first day of March of each year thereafter during the term of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential, commercial, and industrial rate schedules (as so prescribed) within the corporate limits of the City during the preceding calendar year, on condition that in the event the City shall grant to any other entity the right to use and occupy the City's streets for like purposes, such use and occupancy shall be upon the same terms and conditions as those herein contained, including the payment provisions hereof.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Company shall fully protect, indemnify, and save harmless the City from all damages to persons or property caused by the construction, maintenance, operation, or extension of the Company's Facilities, or conditions of streets, alleys, or public places resulting therefrom, for which the City would otherwise be liable.

4. The Company shall, in constructing, maintaining, operating, and extending the Company's Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.

5. For purposes of paragraph 6 of this Section II, the term "Distribution Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of the Company (whether before or after the adoption of this ordinance) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Distribution Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) lines, wires, cables, or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

6. In the event that the City or any other entity acting on behalf of the City requests or demands that the Company relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. The Company's obligations under this paragraph 6 shall apply without regard to whether the Company has acquired, or claims to have acquired, an easement or other property right with respect to such Distribution Facilities and shall not affect the amounts paid or to be paid to the City under the provisions of paragraph 1 of this Section II. Notwithstanding the foregoing provisions of this paragraph 6, the Company shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time relocation is requested or demanded; (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

7. The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate projects included in the City's five-year capital improvement plan, the City's short-term work program, or the City's annual budget in an effort to minimize relocation of the Company's Facilities. Such communication may include, but is not limited to, (i) both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).

8. With regard to each streetscape project undertaken by or on behalf of the City, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) in

connection with such project. For each streetscape project, the Company shall estimate in good faith the amount of incremental base revenue, if any, that the Company will realize as a result of new customer load or expansion of existing customer load attributable to such project; and such estimate shall be based on tariffs in effect at the time that construction of such project begins and shall not include fuel recovery charges, non-electric service billings, or taxes. If such estimate indicates that the Company will realize incremental base revenue, the Company shall do one of the following, whichever results in greater cost savings to the City: (i) reduce the City's advance payment to the Company for relocation costs by ten percent (10%); or (ii) where the City has developed a bona fide marketing plan within twelve (12) months after construction of such project begins, either refund the amount of the Company's incremental base revenue during such twelve-month period to the City or credit such amount against any future payment due from the City to the Company. The City and the Company acknowledge and agree that the amount of any refund or credit calculated pursuant to clause (ii) of the foregoing sentence of this paragraph 8 shall not exceed the amount of the City's advance payment to the Company for relocation costs associated with such project.

SECTION III. Be it further ordained that nothing contained in this ordinance shall limit or restrict the right of customers within the corporate limits of the City to select an electric supplier as may hereafter be provided by law.

SECTION IV. Be it further ordained that from time to time after the approval of this ordinance, the Company and the City may enter into such additional agreements as the Company and the City deem reasonable and appropriate; provided, however, that such agreements shall not be inconsistent with the terms and conditions of the franchise granted in this ordinance, shall not extend beyond the term of the franchise, and shall be enforceable separate and apart from the franchise.

SECTION V. Be it further ordained that the Company shall, within ninety (90) days from the approval of this ordinance, file the Company's written acceptance of the franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City.

SECTION VI. Be it further ordained that upon such acceptance all laws and ordinances, and all agreements between the Company and the City with respect to the Company's use of the City's streets, alleys, and public places, in actual conflict herewith be and the same shall thereupon stand repealed and terminated, respectively.

Adopted by the City Council of the City of Mableton, Georgia, at a meeting held on _____, 2023.

Approved: _____, 2023.

Mayor

I, _____, Clerk of the City of Mableton, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mableton, Georgia, held on _____, 2023, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mableton, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mableton, County of Cobb, State of Georgia, this _____ day of _____, 2023.

Clerk

ORDINANCE GRANTING FRANCHISE

To

GREYSTONE POWER CORPORATION

By

CITY OF MABLETON

On

_____, 2023

The within Ordinance Granting Franchise

accepted on _____, 2023, by

GREYSTONE POWER CORPORATION:

By: _____,
President and CEO

AN ORDINANCE GRANTING FRANCHISE, PERMISSION AND CONSENT to **GreyStone Power Corporation**, a Georgia corporation, and its successors, lessees, and assigns (hereinafter referred to collectively as the "Company") to occupy the streets and public places of the **City of Mableton, Georgia**, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the "City"), in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes, as follows:

SECTION I. Be it ordained by the governing authority of the City that the authority, right, permission, and consent are hereby granted to the Company, its affiliates, successors, lessees and assigns, for a period of thirty-five (35) years from the date of the Company's acceptance hereof, to occupy and use the streets, alleys, and public places of the City within the present and future corporate limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus (hereinafter referred to collectively as the "Company's Facilities") for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public places from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to ensure safe and efficient service. Be it further ordained that, notwithstanding anything herein to the contrary, Company shall not be obligated to pay to the City the fee provided for herein, or any portion thereof, on the gross sales of electric energy to customers living within areas that, after the effective date of this franchise, are (i) removed from the corporate limits of the City, or (ii) that are annexed to the corporate limits of the City before ninety (90) days after Company receives written notice from the City that the City intends to annex the territory in which said customers are located.

SECTION II. Be it further ordained that the rights, permission, and consents herein contained are granted for the following considerations and upon the following terms and conditions:

1. Starting July 1, 2023, the Company shall collect a sum of money equal to four percent (4%) of the gross sales of electric energy to all of the Company's customers served within the corporate limits of the City during the previous month.¹ Amounts estimated or collected by the Company for such gross sales shall be remitted to the City not later than March 1 of each year, provided, however, during the first year only, the Company agrees to: (i) pre-pay on July 31, 2023, its reasonable, good faith estimate of the amount due hereunder based on sales to City residents from June 26, 2023, through December 31, 2023, and (ii) pre-pay on February 28, 2024, its reasonable, good faith estimate of the amount due hereunder based on sales to City residents from January 1, 2024, through June 30, 2024. In the event either pre-payment exceeds the amount actually due hereunder, the Company shall deduct the difference from Company's next payment; in the event either pre-payment is less than the amount actually due hereunder, the Company shall pay the difference to the City with Company's next payment.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Company shall fully protect, indemnify, and save harmless the City from all

¹ (which shall include estimated amounts starting on June 26, 2023, due to the City by July 30, 2023.)

damages to persons or property caused by the construction, maintenance, operation, or extension of the Company's Facilities, or conditions of streets, alleys, or public places resulting therefrom, for which the City would otherwise be liable.

4. The Company shall, in constructing, maintaining, operating, and extending the Company's Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.

5. The term "Distribution Facilities" as used within this ordinance means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of the Company (whether before or after the adoption of this ordinance) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Distribution Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) lines, wires, cables, or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

6. In the event that the City or any other entity acting on behalf of the City requests or demands that the Company relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. The Company's obligations under this paragraph 6 shall apply without regard to whether the Company has acquired, or claims to have acquired, an easement or other property right with respect to such Distribution Facilities and shall not affect the amounts paid or to be paid to the City under the provisions of paragraph 1 of this Section II. Notwithstanding the foregoing provisions of this paragraph 6, the Company shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time relocation is requested or demanded; (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

7. The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate projects included in the City's five-year capital improvement plan, the City's short-term work program, or the City's annual budget in an effort to minimize relocation of the Company's Facilities. Such communication may include, but is not limited to, (i) both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint

Utility Notification System (or any successor to such system mutually acceptable to both parties).

8. With regard to each streetscape project undertaken by or on behalf of the City, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) which City asks Company to relocate in connection with such project.

SECTION III. Be it further ordained that nothing contained in this ordinance shall limit the City's ability to grant additional franchises, nor restrict the right of customers within the corporate limits of the City to select an electric supplier as may hereafter be provided by law.

SECTION IV. Be it further ordained that from time to time after the approval and acceptance of this ordinance, the Company and the City may enter into such written additional agreements with one another as the Company and the City deem reasonable and appropriate.

SECTION V. Within 60 days of any request by the City, Company shall submit a report to City showing the volume of gross sales for all service classifications (residential, commercial, industrial, etc.) for the period requested by the City. Such requests shall not be made more often than once a year.

SECTION VI. Upon request by the City, which request shall not be made more often than once every three years, Company shall permit the City, at City's expense, to engage an independent auditor to perform an audit of Company's franchise fee payments for any period previous un-audited.

SECTION VII. Be it further ordained that the Company shall, within fifteen (15) days from the approval of this ordinance, file the Company's written acceptance of the non-exclusive franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City. City agrees that such contract, once formed by Company's acceptance of this ordinance, shall be binding on City during the term stated herein and City shall not thereafter change the terms of Company's franchise absent mutual agreement of the Company.

SECTION VIII. Be it further ordained that upon such acceptance all laws and ordinances, and all agreements between the Company and the City with respect to the Company's use of the City's streets, alleys, and public places, in actual conflict herewith be and the same shall thereupon stand repealed and terminated, respectively.

Adopted by the City Council of the City of Mableton, Georgia, at a meeting held on

_____, 2023.

Approved: _____, 2023.

Michael Owens, Mayor

I, _____, Clerk of the City of Mableton, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mableton, Georgia, held on _____, 2023, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mableton, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mableton, County of Cobb, State of Georgia, this _____ day of _____, 2023.

Clerk

ORDINANCE GRANTING FRANCHISE

To

ATLANTA GAS LIGHT COMPANY

By

CITY OF MABLETON

On

_____, 2023

The within Ordinance Granting Franchise

accepted on _____, 2023, by

ATLANTA GAS LIGHT COMPANY:

By: _____,
[Insert Name and Title]

THIS ORDINANCE GRANTING FRANCHISE agreement is made by and between **Atlanta Gas Light Company** (referred to herein as “Company”) and the **City of Mableton, Georgia** (referred to herein as the “City”) in consideration of the consideration and the mutual terms and conditions below and herein:

Section 1. Grant of franchise.

In exchange for making the franchise fee payments as provided in this agreement, the City grants to the Company, its successors and assigns a non-exclusive right to lay, construct, extend, maintain, renew, replace, and repair gas pipes, valves, manholes, service boxes, posts, lamps, structures, appliances, and all appurtenances and appendages under, along, through and across any streets, avenues, roads, public highways, alleys, lanes, ways, parks, rights-of-way, and other public places in the City (hereinafter collectively referred to as the "City's property") and to use and occupy the City's property for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing and repairing mains, pipes, valves, manholes, service boxes, posts, lamps, structures, appliances, and all appurtenances and appendages thereto, used and useful for the manufacture, transmission, distribution, and sale of gas within and through the present or future territorial limits of the City, such right, when exercised as herein provided, to commence as of June 1, 2023 and to continue for a term of 30 years through May 31, 2053.

Section 2. Definitions.

- a. *Franchise Fee Factor ("FFF")* means \$14.62, as periodically adjusted pursuant to section 4 of this franchise agreement.
- b. *Dedicated design day capacity* or "*DDDC*" means the sum of the individual capacity in Dekatherms attributable to all firm customers, as defined below, located within the city limits of the City.
- c. *Firm customers* means all residential and business customers who purchase gas service that ordinarily is not subject to interruption or curtailment.
- d. *Fiscal year* means the 12-month period ending September 30th of each year.
- e. *GPSC* means the Georgia Public Service Commission or such successor regulatory body, having general regulatory authority over the Company.
- f. *Franchise Fee Factor Adjustment ("FFFA")* means the percent change in the cost of service as explicitly or implicitly determined by the GPSC as a result of a ratemaking proceeding.

Section 3. Rates.

Company shall be entitled to charge for gas distribution services furnished by it such rates as are prescribed by the GPSC or other lawful regulatory bodies of the State of Georgia.

Section 4. Franchise fee.

The total dollar amount of franchise fees paid by the Company to the City shall be calculated as follows:

The following formula quantifies this payment: $FF = FFF \times DDDC \times FFFA$

Where,

FF = total franchise fees due to the City for the current fiscal year

FFF = the Franchise Fee Factor

DDDC = the Dedicated Design Day Capacity in the City as of the last day of the previous fiscal year

The Company shall adjust the franchise fee factor by franchise fee factor adjustment only when the Company changes its rates as a result of a ratemaking proceeding with the GPSC.

As the holder of the franchise privilege hereunder, the Company is responsible for the payment of all franchise fees payable hereunder, and shall file such reports and returns as required by this franchise ordinance. Company shall make the franchise fee payments to City on the same schedule and with such supporting documentation as Company provides to other municipalities in Georgia. As of June 1, 2023, Company shall make franchise payments as set forth herein to the City on a quarterly basis, and shall be remitted not later than 30 days after the last day of March, June, September, and December throughout the term of this Agreement. The initial payment shall be due on or by July 30, 2023.

The franchise fee payments required hereunder shall be in lieu of any franchise fee, license fee, permit fee, administrative fee, occupation tax or other payment for the use of the rights-of-way by the Company for the provision of gas service, but shall not prohibit imposition of a license fee or an occupation tax on gas marketers. The Company shall comply with the City's utility right-of-way permitting process, as enacted, so long as such process does not conflict with O.C.G.A. § 32-4-92 and is not more restrictive than rules and regulations as promulgated by the Georgia Department of Transportation. The City will not charge the Company any other franchise fee, occupation tax, or regulatory fee as prohibited by O.C.G.A. § 48-13-16, or any other fee prohibited by state law. Company reserves the right to reduce the annual franchise fee payable to the City for any and all fees, taxes or charges assessed by the City in contravention of this section in connection with the granting of permits to perform Company's work on City's property during such fiscal year.

Section 5. Powers retained by City.

All rights herein granted and authorized by the City shall be subject to and governed only by this ordinance; provided, however, that the City expressly reserves unto itself all of its police power to adopt general ordinances necessary to protect the safety and welfare of the general public in relation to the rights hereby granted not inconsistent with the provisions of this franchise agreement.

Section 6. Excavation.

Company, upon making an opening in the City's property, for the purpose of laying, repairing, or maintaining gas facilities, shall use due care and caution to prevent injury to persons, shall replace and restore the City's property to its former condition as nearly as practicable within a reasonable time, and shall not unnecessarily obstruct or impede traffic upon the streets, avenues, roads, public highways, alleys, lanes, ways, parks, and other places of the City.

Section 7. Liability of grantee.

Company shall save and keep harmless the City from any and all liability by reason of damage or injury to any person or persons whomsoever, on account of negligence or intentional act or omission of the Company in the installation, maintenance, and repair of its mains and pipe lines located in the City's property, provided the Company shall have been notified in writing of any claim against the City on account thereof and shall have been given ample opportunity to defend the same.

Section 8. When effective.

This Franchise Agreement shall become effective upon its execution by the City and the Company.

Section 9. Insurance requirements.

Throughout the term of this franchise agreement, the Company shall, at its own cost and expense, maintain comprehensive general liability insurance and shall, upon request, provide the City certificates of insurance designating the City as additional insured and demonstrating that the Company has obtained the insurance required in this section. Such policy or policies shall be in the minimum amount of \$1,000,000.00 for bodily injury or death to any one person, and \$1,000,000.00 for bodily injury or death to any two or more persons resulting from one occurrence, and \$1,000,000.00 for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon 30 days' prior written notice to the City. The Company shall provide workers' compensation coverage in accordance with applicable law. The Company shall indemnify and hold harmless the City from any workers' compensation claims to which the Company may become subject during the term of this franchise agreement. Alternatively, and in lieu of the foregoing insurance requirements, the Company may elect to self-insure or insure through its captive insurance carrier, provided that Company or its parent company have sufficient net worth to do so, as determined by customary practice in the natural gas utility industry.

Section 10. Renewal, term.

Unless 90 days written notice is given by one party to the other prior to the expiration of this agreement, this franchise shall be considered as renewed and binding in all its provisions for twenty-nine consecutive one-year renewal terms, unless notice is given by either party prior to the expiration of any renewal term that the agreement shall not further renew after the end of the then current renewal term.

Section 11. Severability.

In the event that any provision of this ordinance should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, the remaining provisions of this ordinance shall survive and be applied, and together with the invalid or unenforceable portion shall

be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

Section 12. Notices.

Any and all notices required to be given under this agreement shall be in writing and shall be delivered by U.S. Mail, return receipt requested, commercial overnight courier or hand delivery and shall be deemed delivered when received or rejected for receipt by the recipient. The parties' addresses are set forth below and can be changed upon 30 days' notice to the other:

City of Mableton, Georgia
Attn: Michael Owens, Mayor
[insert address]

Atlanta Gas Light Company
P.O. Box 4569
Atlanta, GA 30302-4569
Attn: Rates and Regulatory

Adopted by the City Council of the City of Mableton, Georgia, at a meeting held on _____, 2023.

Approved: _____, 2023.

Michael Owens, Mayor

I, _____, Clerk of the City of Mableton, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mableton, Georgia, held on _____, 2023, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mableton, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mableton, County of Cobb, State of Georgia, this _____ day of _____, 2023.

City Clerk