



CITY OF MABLETON, GEORGIA

Riverside EpiCenter

135 Riverside Pkwy, Austell, GA 30168

August 28, 2024 at 6:30 PM

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

CITY COUNCIL REGULAR MEETING AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF AGENDA**
- 6. PUBLIC HEARINGS**
- 7. PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS**
 - a. Proclamation - Recognizing Women's Equality Day in the City of Mableton**
- 8. APPOINTMENTS**
- 9. PUBLIC COMMENTS** - 2 minutes per speaker - no more than 30 minutes for all speakers.
Anyone wishing to make a public comment should complete and submit the public comment card to the City Clerk prior to the start of the meeting.
- 10. CONSENT AGENDA**
 - a. Approval of August 14, 2024 Regular Meeting Minutes**
 - b. Approval of August 14, 2024 Work Session Minutes**
 - c. Consideration and Approval to authorize to expend \$11,785 for a corporate recruiter's seat with LinkedIn - City Manager Bill Tanks**
 - d. Consideration and Approval of Financial Consultant Services Agreement with Chris Pike, Financial Consultant - Base rate of \$3000/month Retainer for approximately 20 hours/month - Additional services \$150/hour - City Manager Bill Tanks**
- 11. UNFINISHED BUSINESS**
- 12. NEW BUSINESS**

- a. **Consideration and Approval of an Ordinance Amending the Year 2024 Regular Meeting Schedule and Other Purposes - Second Read - City Manager Bill Tanks**
- b. **Consideration of Resolution Authorizing Adoption of the Purchasing Card (P-Card) Policy or the Purpose of Establishing a Purchasing Card Program - City Manager Bill Tanks**
- c.
 - 1. **Consideration and Approval to approve Resolution to resolve to authorize the Mayor to execute an agreement with JP Morgan Chase Bank for the provision of a purchasing card program - City Manager Bill Tanks**

13. OTHER BUSINESS/DISCUSSION

14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

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

16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

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

18. ADJOURNMENT

Persons with special needs relating to handicapped accessibility, disability, or foreign language may contact the City Clerk at (404) 927-9502 or susan.hiott@mableton.gov at least three days prior to the meeting. The clerk can be located at the City of Mableton Offices, Riverside EpiCenter, 135 Riverside Pkwy, Austell, Georgia 30168 during regular office hours.



AGENDA ITEM MEMORANDUM

MEETING OF: August 28, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Proclamation - Recognizing Women's Equality Day in the City of Mableton

BACKGROUND/SUMMARY:

Proclaiming August 26, 2024, as Women's Equality Day in the City of Mableton

Whereas, America is the only Nation in the world based on an idea — the idea that all people are created equal and deserve to be treated equally throughout their lives; and

Whereas, on August 26, 2024, we mark the 104th anniversary of the enactment of the 19th Amendment to the United States Constitution, which secured the right to vote for women, a monumental step toward gender equality in our nation; and

Whereas, it is important to acknowledge that Native American women did not gain the right to vote until 1924, Asian Pacific Islander American women in 1952, and Black and Latin American women faced ongoing voter suppression until the passage of the Voting Rights Acts of 1965 and 1975; and

Whereas, despite the significant achievements made, work remains to be done in many areas that directly impact equal pay for equal work, access to quality affordable childcare, affordable housing, and comprehensive healthcare for women, including reproductive and mental health care; and

Whereas, the mandate for Women's Equality Day in 2024 is to "invest in women and girls to accelerate the progress" of our city, recognizing that gender equality benefits everyone and is fundamental to building a just and equitable society; and

Whereas, today, women are active in local, state, and national government and are serving in unprecedented numbers, a testament to the resolute American suffragists who fought tirelessly over a century ago for the right to vote and for equal participation in our democracy.

Now, therefore, be it resolved, that I, Mayor Michael Owens, on behalf of the City Council of the City of Mableton, do hereby proclaim August 26, 2024, as **Women's Equality Day**, marking the 104th anniversary of the 19th Amendment, celebrating the achievements of women, and recommitting to advancing gender equality in the City of Mableton, including the pursuit of equal pay for equal work, and accelerating the progress of women and girls.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Mableton to be affixed this 26th day of August, 2024.

BUDGETED/FINANCIAL IMPACT – FUND:

MOTION:

ATTACHMENTS: None



AGENDA ITEM MEMORANDUM

MEETING OF: August 28, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Approval of August 14, 2024 Regular Meeting Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

MOTION: I move to

ATTACHMENTS:

1. August 14, 2024 V3 Regular Meeting Minutes



CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
August 14, 2024 at 6:30 PM

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

CITY COUNCIL REGULAR MEETING MINUTES

1. CALL TO ORDER

Mayor Owens called the meeting to order.

2. ROLL CALL

City Clerk Hiott conducted the roll call and a quorum was present.

3. INVOCATION

Led by Councilman Davis.

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Ferguson.

5. APPROVAL OF AGENDA

Motion was made by Jeffcoat and seconded by Councilmember Ferguson to approve the agenda as written. Discussion followed. City Manager Tanks recommended that Item 13b be tabled until the executive session. Councilmember Auch asked if there was a reason, and Mr. Tanks stated because of possible litigation. Councilmember Auch asked if the purpose of public discussion was for the public to be privy to witnessing the discussion. City Attorney Walker-Ashby explained the Executive Session was needed because of certain threats and certain executive session parameters that the law allows conversation be taken back privately. Councilmember Herndon explained the purpose of the item was so the public would have an understanding of the questions recently raised about the issue. She did not understand why was being removed. Mr. Tanks stressed his recommendation was to move item 13 b off of public discussion and bring it to an executive session and not publicly discussed. Mayor Owens confirmed the item was to be discussed in the executive session. There was no vote taken on the motion made by Councilmember Jeffcoat and Councilmember Ferguson. Another motion was made.

Motion was made by Councilmember Davis and seconded by Councilmember Jeffcoat to move Item 13b of the Regular Agenda to an Executive Session. The vote did not

pass. Yeas: Davis, Jeffcoat, and Owens Nays: Oladapo, Auch, Ferguson, and Herndon

A motion was made again by Councilmember Ferguson and seconded by Councilmember Oladapo to approve the agenda as written. The motion passed 7-0.

6. PUBLIC HEARINGS

a. City of Mableton Comprehensive Plan 2045 Public Hearing - John Funny and Allison Stewart-Harris of Grice Consulting Group

Mayor Owens announced the item and recognized Mr. John Funny of Grice Consulting LLC to present a PowerPoint kick off and overview presentation on the Comprehensive Plan 2045 . Mr. John Funny, President and CEO, thanked the Mayor and Council for selecting Grice Consulting team to develop the inaugural Comprehensive Plan. Mr. Funny was the project director, and he announced Allison Stewart-Harris as the assistant project director. He shared information about the Grice Consulting Group. The firm was established in 1995 and the corporate office is in Atlanta. Grice Consulting Group does projects throughout the world focusing on city and urban planning, transportation planning, transportation engineering, intelligence, transportation systems and program management. He spoke about his background. He has 37 years of experience in the planning and engineering area. He holds a Bachelor of Science Degree in Civil Engineering from South Carolina State University and a Masters in Public Policy and Urban Planning from the University of Southern California. Grice Consulting has worked on over 50 comprehensive plans collectively with Tunnell Spangler Walsh (TSW) and over 100 special area plans. Locally, Grice has worked for City of Atlanta, Cobb County, DeKalb County, Fulton County, Spalding County, Sandy Springs and the Atlanta Beltline. Nationally, Grice Consulting has worked with cities such as Washington DC, Prince George's County Maryland, Arlington County, Virginia, Columbia, South Carolina to name a few. Internationally, Grice has worked on planning in Saudi Arabia, Jamaica and Amsterdam, to name a few.

The presentation is available in the agenda packet. Highlights of the presentation included:

- The Comp Plan process brings the community together to give input into the vision that is being created for the city.
- Since Mableton is a new city, this is an opportunity to create the footprint of how the City would look, touch, and in feel twenty years.
- The Project Team was named.
- The Comprehensive Plan sets the long-term community goals related to all elements that a city is responsible such as land use, transportation, economic development and housing..
- The plan recommends future land use policies for the entire jurisdiction.
- The plan provides a work program for all city-led tasks within five years of the plan's completion.
- The plan is required by the State of Georgia.
- The Department of Community Affairs serves as the gatekeeper.
- The plan is an advisory document. It is not a regulatory document (Zoning Ordinance, Ordinance Map).
- The benefits to the City were addressed.
- The Comp Plan opens access to state and federal funding opportunities by obtaining

the Qualified Local Government (QLG) status.

- There are five special area studies that will be going to a lower level to provide more detailed specific plans. That will be the specialty of Noell Consulting Group to make sure there is a right fit for the specific area.
- The five special areas are: Veterans Memorial Highway Corridor, City Center, Historic Main Street, Riverside Parkway and the Six Flags District.

Mr. Funny recognized Allison-Stewart-Harris of TSW who provided the project schedule. Highlights of the schedule included:

- The process is a little over one year long. The adoption process would be from September to October 2025.
- August - October 2024 was background and goal setting, digging into existing conditions and talking about where the City wants to be.
- November - June will be looking at needs, opportunities, and strategic identification and making sure to create the foundation plan.
- In July - August 2025 there will be a work program, a requirement of the Comprehensive Plan, focused on the next five years.
- This will be the first step towards the 20-year program.
- The Community Engagement process was explained. There will be an interactive website, project banding, social media updates, emails, and newsletters
- There will be stakeholder interviews.
- There will be a steering committee. This is a requirement of the state.
- There will be a series of public meetings.
- Mr. Funny added there will also be pop-ups at city events.

Mr. Funny continued to explain the next steps:

- There are a lot of plans already made and Grice will collect data and extract meaningful and relevant pieces of those plans.
- Grice will begin initial existing conditions analysis.
- Community Engagement - every voice and input are important. Grice will submit a community engagement to the City for approval.
- Grice will be building and launching the Comp Plan website. There will be a lab field including definitions, so everyone will understand and be engaged.

Questions followed:

- Councilmember Herndon inquired if Grice Consulting had looked at areas that Cobb County had in place and if there were impediments. Mr. Funny stated there was a Cobb County plan, and some of their priorities may not have raised to the top. The Comp Plan will take a different look and be more granular than the Cobb's county-wide look.
- The Comp Plan will include land use plans.
- Councilmember Jeffcoat inquired about the website timeline. Mr. Funny stated he was looking at having a draft website in early September. The earlier the information was out, the better the process will go. Grice was working with staff to

get the meeting schedules.

- Councilmember Jeffcoat asked if the City would meet the deadline to submit to DCA. Mr. Funny stated the DCA needed to see progress and he would keep them informed and take guidance from DCA the dates are approached.
- Councilmember Oladapo inquired about the strategy for picking out the steering committee. Grice Consulting has asked for a list from the mayor and council. Mr. Owens stated everyone would have someone to add to the steering committee. We want to have those names in the next couple of weeks.
- Mr. Funny stated the mayor and council will also be interviewed, one on one.
- Mr. Owens stated people have signed up online and staff has been calling those who signed up. Every person on council should have an appointee.

Mr. Owens stressed the City has got to accelerate some of our CABS. The City needs somewhere between 16–19 people and includes representatives from some of the City's non-profits. Mr. Funny expressed appreciation that the City is making sure there is a good representation from businesses, residents, non-profits, religious organizations to represent the City. Grice Consulting was very careful to include all groups. He appreciated the City opening up to all to serve on the committee.

- Ms. Stewart Harris added the state requires that there should be one appointment from the Economic Development area and one elected official. There will be lots of opportunities for all to be involved, not just for those that are on steering committees.
- Councilmember Auch asked to see the slide with the five specific study areas and inquired if there could be others representing the other Council districts such as the East West Connector and the Historic Covered Bridge area. Mr. Funny replied, of course if the City desired to modify their contract to include additional areas, but they had responded to the five noted in the RFQ.
- Councilmember Ferguson asked about the testing process and Ms. Stewart-Harris explained how there was an informal type of process that Grice goes through to ask how policies apply to specific areas. Feedback was important.
- Councilmember Ferguson inquired about the plan adoption process. The plan would be presented and the public involved. Once Council says approved, it is sent to DCA who will review the plan and will send comments back within the 45 day period. It is sent back to Grice Consulting and the Mayor and Council will adopt.
- Councilmember Davis asked how he could help Grice Consulting. Mr. Funny answered Grice Consulting asks the Council to champion the project and engage the community. Grice Consulting works collectively with the policymakers as well as the community, businesses, and visitors. Grice Consulting will be sending mayor and council to push out to their constituents. It was important to hear from the input and have support from the mayor and council.
- Councilmember Herndon asked for additional information about what each of the team would do during the comp plan process.
 - Grice Consulting Group - urban and transportation mobility planning
 - TSW - leading land use element
 - Contente Consulting - public engagement and meeting logistics
 - Atlas - Transportation and back check - quality control
 - Noell Consulting - market and economy studies to understand the existing

- lay of the land - have detailed data
 - Shelia Edwards - supporting Contente Consulting with meeting logistics and communication matters
- Mayor Owens announced the Atlanta Regional Commission and they will have a representative on the Steering Committee.
- Mr. Funny added an engineer with Atlas lives in Mableton, Julie that runs the Department of Communications Comp program lives in Mableton, and Contente Terry used to live in Mableton.

Mayor Owens opened the public hearing for the Comprehensive Plan. Those who spoke:

- Tre Hutchins stated he was excited to see the City move forward with the Comp Plan. He appreciated the five different areas mentioned and recognized the areas mentioned by Councilmember Auch regarding the East West Connector and its big boxes. The East West Connector was 30 years old. He was satisfied with Grice Consulting and had heard great things about Grice Consulting.
- Derrick spoke about the City of Mableton "being the best place to live" list. He was looking for collaboration in the South Cobb area. There were other supporters within the County.

Mayor Owens asked for additional public comment. There was none. He closed the public hearing. Mr. Funny thanked Mayor and Council for their involvement on the Comprehensive Plan. He looked forward to working with everyone and the neighboring cities.

7. PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS

8. APPOINTMENTS

Mayor Owens explained the appointment for Greg Fuller to be a member of the Mableton Development Authority. The Mableton Development Authority was previously the South Cobb Redevelopment Authority. Legislation was passed by the house and senate of the General Assembly to rework the South Cobb Redevelopment Authority. State law changed how the appointments were to be made. 5 members will be appointed by governing body of City of Mableton and two are appointed by State delegation.

Mayor Owens nominated for appointment of Greg Fuller, who was the general manager of Six Flags Over Georgia. Mr. Fuller was not present. Mayor Owens acknowledged Jason Gaines, the MDA Chair, and Sam Culbert. This was the first appointment for the City of Mableton.

Motion was made by Councilmember Ferguson and seconded by Councilmember Davis to appoint Greg Fuller to the Mableton Development Authority . The motion carried 7-0.

a. Resolution to Appoint Greg Fuller to the Mableton Development Authority

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

Tre Hutchins spoke as an alumni of the Regional Leadership Institute, Class of 2023. He attended with James Hammond, who does a lot for the City. He congratulated Mayor Owens and City Manager Bill Tanks who are selected for the 2024 year. He spoke about how much they will learn, and how working with the Atlanta Regional Commission on the Comprehensive Plan and being on the Regional Leadership Institute will be beneficial to the City of Mableton moving forward.

Mayor Owens asked if Jason Gaines of the Mableton Development Authority had any comments. Mr. Gaines commented about how it was a long time coming for City of Mableton's start-up and how he was looking forward to the Comprehensive Plan and working with the City.

10. **CONSENT AGENDA**

Mayor Owens announced the Consent Agenda items and explained that Item (b) was for the architectural services for the administrative offices for the City of Mableton. The location is 1245 Veterans Memorial at Hawthorne Plaza. Currently, the administrative offices are at the EpiCenter. The City will have operational offices for Planning and Zoning at 6116 Mableton Parkway.

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

- a. **Consideration and Approval of Design Services Proposal, Scope of Work, and agreement between GTS Consulting and City of Mableton for Architectural Services for future city hall office space at 1245 Veterans Memorial Highway, Hawthorne Plaza - \$14,950**
- b. **Approval of July 24, 2024 Regular Meeting Minutes**

11. **UNFINISHED BUSINESS**

12. **NEW BUSINESS**

- a. **Consideration of an Ordinance Amending the Year 2024 Regular Meeting Schedule and Other Purposes - First Read - City Manager Bill Tanks**

Mayor Owens announced the item and recognized City Manager Bill Tanks. Mr. Tanks conducted the First Read of the ordinance. The ordinance amends the Council's meeting calendar to reflect added work session dates to give Mayor and Council more time to discuss upcoming transitional steps. A work session for August 26th at 6:30 p.m. was already posted. The additional work sessions will take place on September 9, October 7, and December 9th. The work sessions at 5:15 pm held at the first meeting of the month will still occur.

b. Consideration and Approval of Funding to the Mableton Development Authority for Economic Development Services - City Manager Bill Tanks

Mayor Owens announced the items (b) and (c) and recognized Mr. Tanks who stated there were some personnel matters to be discussed in executive session.

Motion was made by Councilmember Oladapo and seconded by Councilmember Davis to to move Items (b) and (c) to after the Executive Session . The motion passed 7-0.

c. Consideration and Approval of Intergovernmental Agreement between Mableton Development Authority and City of Mableton for Economic Development Services - City Manager Bill Tanks

To be considered after the Executive Session.

13. OTHER BUSINESS/DISCUSSION

a. Commissions, Authorities and Boards - Mayor Owens

Mayor Owens announced the item and provided an explanation of the roles and components of the commissions, authorities, and boards (CABS).

The City was moving toward selection of members to the Commissions, Authorities, and Boards (CABS) He asked citizens to go to the website and reach out to their councilmembers. If not selected for a CAB, there will also be opportunities for volunteering.

Mayor Owens and Councilmember Ferguson provided website address and location instructions: <https://mableton.gov/get-involved>

b. Mableton Day Anniversary - Financial Benefit to the Mayors Educational Impact Fund - Councilmember Herndon

Mayor Owens announced the item and provided background. He explained the Mayor's Educational Impact Fund was started a couple of months ago in conjunction with the City's One-Year Anniversary Celebration. It was one of the non-profits that participated during the event, primarily with the golf tournament. The reason for the Mayor's Education Impact Fund was that a city can be no stronger than its schools. There are gaps currently within the City's schools, and there are non-profits doing some work for the schools. Mayor Owens stated he hears every day from people asking what the City was going to do about the schools. There's not a lot that the City can do for the schools because the City does not over the schools. People choose not to live in Mableton or leave the City because of the state of the schools. He stated he loved the schools and had two kids in the schools.

Mayor Owens explained he started the Mayoral Educational Impact Fund to help make sure there are people committed to assisting the schools. There are questions about the financial benefit that went to the Impact Fund in consideration of the One-Year Anniversary Celebration. He reported there was \$7000 raised as part of the golf tournament. It was disclosed that the Educational Impact Fund would be the beneficiary. The golf tournament was well attended. Money did not go to the City's funds, Donations received at the golf tournament went directly to the Educational Impact Fund.

Councilmember Herndon explained that she asked for the issue to be placed on the agenda. Many people had a good time at the One-Year Anniversary. After the event, there were questions about the money raised regarding the Educational Impact Fund and there were questions about whether there was a conflict of interest and in line with Charter 2.14 c, d. She thought it was important in the interest of transparency to discuss. She asked the City Attorney if she could address and asked if any other councilmembers would like to discuss the issue.

Councilmember Auch thanked Mayor Owens for his explanation and Councilmember Herndon for placing the discussion on the agenda. She stated that the Charter has provisions to address conflicts of interests and the Charter states that if an elected official has a conflict of interest, whether directly or indirectly, the conflict must be disclosed on record and the official is to disqualify himself as the decision maker for that issue. The Mayor did not disclose his interest. This was the first time that she had learned about the Mayor's Educational Impact Fund. That was also when she saw the advertisements for it asking for \$100 per registrant. It was initially in the email from Mayor Owens to the Council that if any fundraising was to be done in the future it would be to offset the cost to the city. It wasn't mentioned that it would be a fundraiser at all, let alone a fundraiser that would go to a non-profit that the mayor set-up himself the day before collecting funds and advertising for the event. The question is, does a conflict of interest exist? Does the council want answers of what the council does going forward? Is any councilmember allowed to set up a nonprofit and collect monies from City sponsored events? She thought that would be a conflict and there was enough concern to be discussed. She added in the email the event would not exceed \$17,000 and the last numbers she saw was \$26,000. There was a resolution passed that the Mayor can authorize expenditures up to \$5,000, there were expenditures such as the event consultant that exceeded that amount. She would like to know why the amounts were not disclosed. Why didn't the provisions in the Charter stop this from being a question to begin with?

Mayor Owens explained the activities of the first year Anniversary Celebration. He felt the citizens deserved to have a celebration. It was a fantastic weekend. He named the activities of the weekend. He stated an email went out well before the event took place. The agenda and budget and non-profits involved were in the email. He pointed out there were several non-profits. All benefited and some wrote checks directly to help fund some of the events, especially the Fun Run. There was disclosure in the emails including line items in the City Budget. No money was exchanged from the City to any of the non-profits. There was disclosure sent to Council of who would benefit as well as expenditure. It was clearly spelled out in line items. If any overages, that was across the entire weekend. This was discussed in a previous meeting, regarding budget items. The City Managers made decision to add third line items. There was no personal benefit. The non-profit was started to help close a gap of needs for the schools. The reason was a non-profit. The effort was to help the schools.

Mayor Owens asked City Attorney Walker-Ashby to comment on whether there was a conflict of interest regarding the Charter. Attorney Walker-Ashby stated that based upon the information provided to her and the conversations she had, she saw no conflict of interest. The basis of her opinion was that the entity was a non-profit. A non-profit belongs legally to the general public. It is a body owned by the public. Based on other documentation reviewed, 100 percent of the proceeds went to the education fund for the

benefit of Mableton residents. She stated she had not seen any evidence of any funds being misappropriated. She inquired and asked if any taxpayer dollars had been allocated and donated to the fund. She was assured that no taxpayer funds or proceeds were given or donated. All sponsors who contributed to the fund were made aware that the funds were going to the Mayor's Educational Fund. She had not seen any evidence whatsoever in any capacity of any financial benefit to the mayor or councilmembers. Her opinion was she found no conflict of interest.

Councilmember Auch asked how she knew no money was misused, or it was based on the mayor's words. Ms. Walker-Ashby explained how she had looked at the evidence and of the evidence presented to her, she did not see any evidence whatsoever of misappropriation or financial benefit; she could not in fairness to mayor or any councilmember attribute or acclaim other than speculation or guess work. Councilmember Herndon asked if according to the charter, is it OK to have an event and the mayor could have a non-profit. Ms. Walker-Ashby explained the mayor is not the owner. The non-profit is owned by the public at large. The two sections brought to her attention related to having a financial interest. There was no evidence brought to her that there was any conflict of interest. There was no evidence that the mayor received a personal financial benefit. Ms. Walker-Ashby commented this is not a legal issue related to the Charter, but a policy issue. Ms. Walker-Ashby further commented It appears that some of the council may not be comfortable with the council having non-profits. She opined the way to cure this, is to have a policy.

Questions and discussion continued. Councilmember Auch expressed she would like to see a policy in place. Councilmember Ferguson discussed the importance of having better processes and a policy in place. Mayor Owens expressed he wanted the City to continue to partner with non-profits. Councilmember Auch stated it was important that Council have the discussion. She stated she would like to see a policy put in place. Councilmember Jeffcoat commented how important it was to make sure there was diplomatic discussions. There have been conjectures and suspicions and the City needs to make sure going forward that there is concrete evidence to support any claim. If there are discussions, the Council should be respectful, have guard rails in place, and checks and balances. The City was in transition and there were going to be some hiccups along the way. She addressed how the City was learning and could correct. She agreed with Councilmember Ferguson that the mayor had events with good intentions. The attorney has confirmed there was not any conflict of interest.

Councilmember Herndon, summarized the conversation already spoken, that if there is another fundraising for non-profit, to advertise, then report on what was accomplished. She stated the discussion came forward because of constituent's inquiries.

Councilmember Oladapo stated as an action item from this long conversation, she asked that a policy be solidified and adopted. Mayor Owens explained how not only policies, but a Special Events Commission could help with this also. Councilmember Ferguson stated there could be multiple policies for the Procurement Department that need to be worked out and implemented.

14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

City Manager Tanks asked the Council to have an Exeuctive Session for litigation, real estate, and personnel.

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

City Attorney Emilia Walker-Ashby asked Mayor and Council to consider for a vote for the mayor to have authority to extend and waive business license penalties, on a month by month basis, through the remainder of the year. Mayor Owens asked if the Business License Department was reaching out to businesses that have not renewed as of this year with the City of Mableton. Ms. Walker-Ashby replied yes and that she had spoken with Admin and the Business License service provider the following day, and those businesses that have not renewed them will be notified. Mayor Owens stated he had no problem waiving those fees through the rest of the year because he wanted those businesses to have the opportunity to renew them without any undue burden. It would be through December 31st.

Motion was made by Councilmember Ferguson and seconded by Councilmember Jeffcoat to give the mayor discretion to waive business license penalties through the remainder of the calendar year. The motion carried 7-0.

16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

Summary of comments by Mayor and Council:

- Mayor and Council expressed their gratitude for everyone that attended the meeting.
- Councilmember Davis spoke about the City being a new city, and the City wanted to always be transparent and accountable. However, he didn't want to see ordinances and policies created based on gossip, rumor, and innuendo. He commented that there was a lot of integrity in the Council and a great group of people. If there was anything questionable, he would be first to say something. He had not seen anything so far and he looked forward to making a great city.
- Councilmember Oladapo commented about the process group development practice, which included forming, storming, and norming. The City was experiencing storming, so it will take a while, and asked the City to be patient with the Council and give it some grace. She reported on the back-to-school-back pack event. It was really successful.
- Councilmember Jeffcoat hoped children would have a great start at school and encouraged everyone to support the local schools. She reported on the tour of girl scouts of Greater Atlanta. There was a corporate office and Camp Timberridge in Mableton. She thanked those who helped them for the warm welcome of the incredible organization. She reported details about the upcoming First Christian Church of Mableton and the Bartow Family Resources Medical Mobile Unit to bring essential free high quality care to women in South Cobb. Visit bfr.com.
- Councilmember Jeffcoat reported on the ribbon cutting event of Johnny's Pizza. Councilmember Jeffcoat and Councilmember Herndon attended.
- Councilmember Jeffcoat encouraged everyone to vote early and vote.
- Councilmember Jeffcoat spoke about not being accusatory and being investigative

and how the Council disagree at times. A planned retreat was coming up in the next couple of months.

- Council Auch announced details of the upcoming Adopt A Mile event on Hicks Road.
- Councilmember Ferguson commented about missing a true Mableton person who was a ray of sunshine at the meetings. She sat in her wheelchair at the meetings and her presence gave him a calming spirit. She had great thoughts. Ms. Teresa Bailey passed away. He asked others to please keep Ben in their prayers.
- Councilmember Ferguson commented about partnering with the Girl Scouts of Greater Atlanta and expressed his excitement about the new appointment of Jai Ferrell as CEO.
- Councilmember Ferguson commended and thanked City Clerk Susan Hlott for getting the new agenda management software in place and ditching the paper. He provided information about how to locate the link on the City's website - the Civic Plus Portal (<https://mableton.gov/city-clerk>).
- Councilmember Debora Herndon encouraged everyone to attend the new Johnny's Pizza local business at the shopping center where the Hobby Lobby is on East West Connector. She reminded everyone to sign up for CABS.
- Mayor Owens spoke about the fine person that Teresa Bailey was and asked everyone to pray for Ben.
- Mayor Owens spoke about how he looked forward to joining the Regional Leadership Institute (RLI). He and City Manager Tanks will be participating in the program. He announced how Senator Osoff was standing up and serving the City of Mableton. He was excited about of partnerships on local and federal levels.
- Mayor Owens announced he had a meeting with HUD the past week. HUD was going to do all they could to help Mableton. He spoke about the pathway of home ownership, FHA funding, down payment assistance. He spoke about partnering with the Trust for Public Land Organization which has donated a lot of money along the Chattahoochee. The proximity of Mableton is in a sweet spot, bordering the Chattahoochee River. The goal was to bring more access to the river.
- Mayor Owens spoke about he and the City Manager were participating in the ATL Link Committee and technical committee.
- City Manager Tanks spoke about plans for a bridge crossing over I-20, funding availability, the need for the Mableton citizens to have input.
- Councilmember Davis brought material for everyone. It was important to have input for the area.
- Mayor Owens commented about the other ways the City was involved and advocating for Mableton.
- The Mayor and Council make sure to be at the tables of agencies to represent Mableton.

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

Motion was made by Councilmember Jeffcoat and seconded by Councilmember Ferguson to go into Executive Session for litigation, real estate, and personnel. The motion passed unanimously. Yeas: Davis, Oladapo, Jeffcoat, Auch, Ferguson, Herndon and Owens (9:12 pm)

Motion was made by Councilmember Auch and seconded by Councilmember Davis to close the Executive Session. The motion carried unanimously. Yeas: Davis, Oladapo, Jeffcoat, Auch, Ferguson, Herndon and Owens (11:05 pm)

Motion was made by Councilmember Oladapo and seconded by Councilmember Jeffcoat to authorize the mayor to negotiate funding and an IGA for the Mableton Development Authority up to the amount of \$100,000. The motion passed unanimously.

18. ADJOURNMENT

There being no further business, the Mayor adjourned the meeting at p.m.

Dr. Michael Owens, Mayor

Susan Hiott, City Clerk



AGENDA ITEM MEMORANDUM

MEETING OF: August 28, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Approval of August 14, 2024 Work Session Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

MOTION: I move to

ATTACHMENTS:

1. 2024-08-14 Work Session Minutes (2)



CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
August 14, 2024 at 5:15 PM

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

CITY COUNCIL WORK SESSION MINUTES

1. CALL TO ORDER

Mayor Owens called the meeting to order.

2. ROLL CALL

City Clerk Susan Hiott conducted the Roll Call. All of Mayor and Council were present.

3. AGENDA ITEMS AND DISCUSSION

a. YMCA Presentation on programs available to the citizens of Mableton - City Manager Bill Tanks

City Manager Tanks reported this item would be rescheduled.

4. PRE REGULAR MEETING AGENDA REVIEW

Mayor Owens led in the review of the Regular Meeting Agenda of August 14, 2024. Summary of items discussed:

- Greg Fuller is current General Manager of Six Flags and was recommended for the appointment Mayor Owens asked if there were any concerns and there was none.
- The GTS Consulting Architectural Services was contracted for the Mableton Administrative Offices. Mr. Spencer of GTS would be conducting the floor plans and drawings. Once this is conducted, the City will know what would be the portion of the cost for the build out of the Administrative Offices.
- City Manager explained the need for additional meetings and why they were added in the first read of the ordinance. The added work sessions are: September 9th, October 7th, and December 9th at 6:30 pm. He noted there was the August 26th work session already published for the work session for the planning and zoning transition update.
- The work session at 5:15 p.m. held before the first meeting of the month will remain.
- Mayor Owens explained the reason for the items of consideration for the funding to

the Mableton Development Authority and the Intergovernmental Agreement .

- Mr. Tanks will discuss the benefits and impact on city economic development in the regular meeting.
- Councilmember Auch asked if there were any documents to be referenced prior to the meeting. Mr. Tanks reported he sent an email about an hour ago, but there should have been more information, but he would have a document with more detail. Mayor Owens reminded everyone that there was more discussion needed in an Executive Session.
- Mayor Owens will address Commissions, Authorities, and Boards at the Regular Meeting.
- Mableton Day Anniversary - Councilmember Herndon - There will be some discussion.

Councilmember Auch asked about the focus areas included in the PowerPoint of the agenda packet for the upcoming public hearing for the Comprehensive Plan. She inquired about the RFQ process. Mayor Owen stated the special focus areas were in the initial RFQ, approved by the Council, and that was sent to the vendors. City Attorney Walker-Ashby explained the public hearing was the first state-mandated public hearing of the two required. The first public hearing was a preliminary public hearing about the process. The Council will have the opportunity to make modifications. The Comp Plan will include the entire City. There are areas that need special focus, but the plan will not exclude other areas of the City. The RFQs were sent out on the first of February and were due March 1st. Grice Consulting will be conducting the kick-off presentation and overview at the Regular Meeting.

5. ANNOUNCEMENTS

None.

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

Motion was made by Councilmember Jeffcoat and seconded by Councilmember Ferguson to go into Executive Session for litigation, real estate, and personnel. The motion carried 7-0.

Motion was made by Councilmember Oladapo and seconded by Councilmember Ferguson to close Executive Session. The motion carried 7-0.

7. ADJOURNMENT

Motion to adjourn was made by Councilmember Ferguson and seconded by Councilmember Davis. The motion passed 7-0.

Dr. Michael Owens, Mayor

Susan Hiott, City Clerk



AGENDA ITEM MEMORANDUM

MEETING OF: August 28, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Consideration and Approval to authorize to expend \$11,785 for a corporate recruiter's seat with LinkedIn - City Manager Bill Tanks

BACKGROUND/SUMMARY: As the city of Mableton moves to establish services both externally and internally, the recruitment of highly qualified and experienced talent will contribute greatly to a successful transition to active city status. With a very competitive job market, The City of Mableton would benefit greatly from investing reasonably in its recruitment process. LinkedIn is recognized as a respected platform for executive and director level talent. Utilizing LinkedIn allows the city to reach a broad audience of good talent without the relatively expensive costs associated with direct recruiting agencies which typically charge a percentage of salary or a flat rate in excess of \$12,000 per candidate. Mableton's approved classification and pay plan calls for 15 supervisor level hires over the next year. Utilizing headhunters would be expensive. The LinkedIn Recruiter's seat gives Mableton the opportunity to attract, recruit and hire top talent at a reasonable rate without compromising on the caliber of talent reflective of high city standards.

BUDGETED/FINANCIAL IMPACT – FUND: The cost for the recruiter's seat is \$12,000 per year. A candidate slot costs \$3000 and a minimum of 3 slots are required. The annual cost for this recruitment tool would not exceed \$18,000 per year. The seats are eligible for rotation. This would allow us to close an HR candidate seat and reopen that same slot for a communications director's seat.

Cost for remainder of FY25, \$18,000

MOTION: I move to authorize the city manager to expend \$11,785 for a corporate recruiter's seat with LinkedIn.

ATTACHMENTS:

1. LinkedIn Expenditure Agenda Item



AGENDA ITEM MEMORANDUM

MEETING OF: August 28th

DEPARTMENT: Human Resources

ISSUE/AGENDA ITEM TITLE: Authorization to expend \$11,785 for a corporate recruiter's seat with LinkedIn

BACKGROUND/SUMMARY:

As the city of Mableton moves to establish services both externally and internally, the recruitment of highly qualified and experienced talent will contribute greatly to a successful transition to active city status. With a very competitive job market, The City of Mableton would benefit greatly from investing reasonably in its recruitment process. LinkedIn is recognized as a respected platform for executive and director level talent. Utilizing LinkedIn allows the city to reach a broad audience of good talent without the relatively expensive costs associated with direct recruiting agencies which typically charge a percentage of salary or a flat rate in excess of \$12,000 per candidate. Mableton's approved classification and pay plan calls for 15 supervisor level hires over the next year. Utilizing headhunters would be expensive. The LinkedIn Recruiter's seat gives Mableton the opportunity to attract, recruit and hire top talent at a reasonable rate without compromising on the caliber of talent reflective of high city standards.

BUDGETED/FINANCIAL IMPACT – FUND:

The cost for the recruiter's seat is \$12,000 per year. A candidate slot costs \$3000 and a minimum of 3 slots are required. The annual cost for this recruitment tool would not exceed \$18,000 per year. The seats are eligible for rotation. This would allow us to close an HR candidate seat and reopen that same slot for a communications director's seat.

Cost for remainder of FY25, \$18,000

RECOMMENDATION: RECOMMENDATION: Recommend the council motion to authorize the city manager to expend \$11,785 for a corporate recruiter's seat with LinkedIn

Motion:

Motion to authorize the city manager to expend \$11,785 for a corporate recruiter's seat with LinkedIn.



AGENDA ITEM MEMORANDUM

MEETING OF: August 28, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Consideration and Approval of Financial Consultant Services Agreement with Chris Pike, Financial Consultant - Base rate of \$3000/month Retainer for approximately 20 hours/month - Additional services \$150/hour - City Manager Bill Tanks

BACKGROUND/SUMMARY: As the City of Mableton progresses towards active city status, the need for financial consulting services will become an integral part of the city's commitment to financial excellence and transparency. As a new city working through a transitional phase without an appointed transition team, it is vitally important to have an experienced and competent financial consultant to provide guidance on the financial matters that are pertinent to the success of a new city. Chris Pike is a subject matter expert in the field of local government finances and GASB standards. Chris Pike is a Certified Public Accountant with Finance Director Experience with a start up city, Brookhaven, Georgia. Chris's broad knowledge and experience will serve the city well as the city seeks excellence in local government finance.

BUDGETED/FINANCIAL IMPACT – FUND:

MOTION: I move to

ATTACHMENTS:

1. Chris Pike Agenda Item Revised
2. Chris Pike - Mableton Service Agreement
3. Financial Consultant Pay Agreement Rev. 8.28.24



AGENDA ITEM MEMORANDUM

MEETING OF: August 28th

DEPARTMENT: Finance

ISSUE/AGENDA ITEM TITLE: Financial Consultant Services Agreement

BACKGROUND/SUMMARY:

As the City of Mableton progresses towards active city status, the need for financial consulting services will become an integral part of the city's commitment to financial excellence and transparency. As a new city working through a transitional phase without an appointed transition team, it is vitally important to have an experienced and competent financial consultant to provide guidance on the financial matters that are pertinent to the success of a new city. Chris Pike is a subject matter expert in the field of local government finances and GASB standards. Chris Pike is a Certified Public Accountant with Finance Director Experience with a start up city, Brookhaven, Georgia. Chris's broad knowledge and experience will serve the city well as the city seeks excellence in local government finance.

BUDGETED/FINANCIAL IMPACT – FUND:

Base rate of \$3000/month retainer for approximately 20 hours/month. Additional Services at a rate of \$150/hour if required.

RECOMMENDATION: RECOMMENDATION: Recommend the council authorize the mayor to execute an agreement with Chris Pike, CPA for the provision of Financial Consultant Services

Motion:

Motion to authorize the mayor to execute an agreement with Chris Pike, CPA for the provision of Financial Consultant Services

ATTACHMENTS

1. Mableton Service Agreement, Chris Pike

CONSULTING AGREEMENT

between

City of Mableton

and

Christopher Pike, CPA

This consulting agreement ("Agreement") is made effective as of _____, 2024 by and between Christopher Pike, CPA and the City of Mableton, Georgia ("City").

SCOPE:

I will assist the City Manager and provide the following finance-related services in a manner that is considered at least normal and customary in the financial industry, including but not limited to:

- Guidance and suggestions, when noted, on development of accounting procedures and policies, and oversight of implementation;
- Policy development and ongoing training for various governmental accounting practices;
- Internal control recommendations, when noted, for protection of City assets;
- Assistance with various Finance matters as requested by the City Manager including, but not limited to RFP processes within the finance department, complicated accounting transactions, bonding activities, and insurance selection;
- Guidance and suggestions, when noted, of improved organization and workflow; and,
- Review of procurement card transactions and monthly financial statements.

This engagement is limited to the management services indicated above. I will not audit, review, or perform attestation of your financial statements or accounting records. Rather, I will rely on the accuracy and completeness of the documents and information you provide or make available. Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and I will inform the CITY of any material errors, fraud or other illegal acts that come to my attention, unless they are clearly inconsequential. In addition, I have no responsibility to identify significant deficiencies or material weaknesses in your internal controls as part of this engagement, and our engagement cannot, therefore be relied upon to make disclosure of such matters. I will inform the City of any deficiencies or weaknesses that come to my attention.

Except to the extent specifically described above, you are ultimately responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements, for management decisions and functions, for designating a competent employee to oversee any of the services we provide, and for evaluating the adequacy and results of those services.

Except to the extent specifically described above, you are ultimately responsible for the design and implementation of programs and controls to prevent and detect fraud, for informing about all known or suspected fraud affecting the CITY involving (a) management (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements, for informing the appropriate person(s) of your knowledge of any allegations of fraud or suspected fraud affecting the CITY received in communications from employees, former employees, regulators, or others, and for identifying and ensuring that the entity complies with applicable laws and regulations.

To complete this engagement, and to do so efficiently, I require reasonable access to the facilities, individuals, documents, and information concerning the City. Any failure to provide such documents and information, and to do so on a timely basis, will impede my services, and may require suspension of services or withdraw from the engagement. You agree to accept responsibility for any effect on your accounting records and financial statements of basic financial information or transaction documents not submitted, or losses that may result from their absence.

Services will be provided on an "as-needed and as-available" basis, recognizing the part-time nature of the work provided. This includes most work performed during non-business hours, though exceptions may be made, again, as-needed and as-available. When feasible, work and communication will be done remotely and electronically (email, VPN, Zoom/Teams, etc.).

Services will be billed monthly, in advance. The billing rate for the management services outlined will be \$3000/month, and invoices are payable upon receipt. This retainer fee is based on approximately 5 hours/week, on average. Though the actual time provided may vary and time sheets will not be maintained, this rate is subject to change should services provided consistently exceed this time estimate. Should I be unavailable to perform during the week due to my schedule, alternative arrangements will be made in advance or \$750 will be deducted from the invoice.

Additional services may be requested at \$150/hour when needed and available. Travel to and from the City offices, if/when required, will be billed at 50% plus mileage at published IRS standard rates. Invoices unpaid 30 days past the billing date may be deemed delinquent and are subject to an interest charge of 1.0% per month. In the absence of a written objection to any invoice within 30 days of the invoice date, you will be deemed to have accepted and acknowledged, as correct, the services rendered as described in the invoice and the value thereof.

I reserve the right to suspend our services or to withdraw from this engagement if any invoices are deemed delinquent. If any collection action is required to collect unpaid balances due, you agree to reimburse for costs of collection, including attorneys' fees. If I elect to terminate services for nonpayment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed any assignment. You will be obligated to compensate through the date of termination.

In connection with this engagement, I may communicate with you or others via email transmission. We understand emails are not secure and are public record and can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, and we cannot guarantee or warrant emails will be properly delivered and read only by the addressee. Therefore, we mutually disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. Should the CITY wish to secure email exchanges, they will be responsible for the costs and maintenance of the exchanges.

It is my policy to retain engagement documentation for a period of five years, after which time I will commence the process of destroying the contents of our engagement files. To the unlikely extent I accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement.

Services are limited to those noted above and specifically exclude making any management decision.

Options and observations will be presented to management for consideration. Therefore, in the event I am required to respond to a subpoena, court order or other legal process to produce documents and/or testimony relative to information obtained and/or prepared during this engagement, you agree to compensate at the standard hourly rates then existing for the time expended in connection with such response, and to reimburse for all out-of-pocket costs incurred in that regard.

Also, if I may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction because of a claim, investigation, or other proceeding instituted by any third party, you agree to indemnify, defend, and hold harmless as against such obligation. Any litigation arising out of this engagement, except actions by to enforce payment of our professional invoices, must be asserted within one year from the date any such cause of action accrues, or within three years from the completion of the engagement, whichever is earlier, notwithstanding any statutory provision to the contrary. In the event of litigation brought against me, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the any outstanding fees charged, and unpaid by you, for the services set forth in this engagement letter. Lastly, any dispute (other than efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement performed for you, will, prior to resorting to litigation, be submitted to mediation, and the parties will engage in the mediation process in good faith. Any mediation initiated because of this engagement shall be administered within the county of DeKalb, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Georgia law. The results of any such mediation shall be binding only upon the agreement of each party to be bound. The costs of any mediation proceeding shall be paid by the City.

This engagement letter is contractual in nature and includes all the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all the parties. If you would like any other services not specifically outlined in this engagement letter, you must make that request in writing. If agreed, I will create a separate engagement letter specifically addressing the same, and that engagement letter, upon your signature, will govern our provision of those additional services.

If, after full consideration and consultation with counsel if so desired, you agree that the foregoing terms shall govern this engagement, please sign the copy of this letter in the space provided and return the original signed letter to me, keeping a fully executed copy for your records.

Thank you for your attention to this matter, and please contact me with any questions that you may have.

Sincerely,



Christopher Pike, CPA

Agreed and Accepted
City of Mableton, GA

By: _____

Title _____

Date: _____

EXHIBIT A -ASSUMPTIONS and LIMITING CONDITIONS

This Engagement is subject to the following assumptions and limiting conditions:

1. No Calculation of Valuation will be rendered
2. I will not audit or attempt to confirm information provided for authenticity or completeness.
3. Public, industry, statistical, and other information furnished by others, upon which all or portions of this analysis is based, is believed to be reliable. I make no representation as to the accuracy or completeness of such information and have performed no procedures to corroborate the information.
4. The CITY and its representatives warranted that the information they supply is to be complete and accurate to the best of their knowledge and that the financial statement information reflects the CITY's results of operations and financial and business condition in accordance with generally accepted accounting principles, unless otherwise noted. The financial statements and other related information supplied by the CITY and its representatives have been accepted as correct without further verification. I have not audited or reviewed the financial information provided, accordingly, we express no audit opinion or any other form of assurance on this information.
5. I will not be required to give further consultation, provide testimony, or appear in court or other legal proceedings unless specific arrangements have been made.
6. I do not provide assurance on the achievability of the results estimated by the CITY because events and circumstances frequently do not occur as expected; differences between actual and expected results may be material; and achievement of the forecasted results is dependent on actions, plans, and assumptions of management.
7. If prospective financial information approved by management is used, I will not examine or audit the prospective financial information and, therefore, do not express an audit opinion or any other form of assurance on the prospective financial information or the related assumptions.
8. Events and circumstances frequently do not occur as expected except as required by open records, reports and observations should not be disseminated to the public through advertising media, public relations, news media, sales media, mail, direct transmittal, or any other means of communication without our prior written consent and approval.

FINANCIAL CONSULTANT AGREEMENT

This Agreement (referred to herein as “Agreement”) is made by and between **Christopher Pike** (referred to herein as “Financial Consultant”) and the **City of Mableton, Georgia** (referred to herein as the “City”) (both parties collective referred to herein as the “Parties”).

WITNESSETH:

WHEREAS, the City desires to utilize Financial Consultant for financial consulting services for the City and Financial Consultant desires to perform the same;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the Parties agree for Financial Consultant hereby to perform financial consulting services for the City in the manner set forth herein:

1. **Services.** Financial Consultant hereby agrees to render services (“Services”) to the City as described in the Scope of Services attached hereto as Exhibit A, as requested by the Mayor and/or City Manager. Assumptions and limiting Conditions are also attached hereto as Exhibit B and incorporated herein by reference.
2. **Compensation.**
 - a. **Fee.** Financial Consultant will be paid for Services performed under this Agreement in the amount of Three Thousand Dollars (\$3000) per month. This amount is contingent upon Contractor performing at least five (5) hours of Services a week, and twenty-two (22) hours of Services a month, on average. Should Financial Consultant be unavailable to perform weekly Services, alternative dates for the provision of such Services may be approved by the City Manager, in writing, or Seven Hundred Fifty Dollars (\$750) will be deducted from the invoice for any week in which Financial Consultant is unable to perform the required weekly Services under this Agreement. This Agreement may be amended, in writing, by the City and Financial Consultant, should additional services from Financial Consultant become necessary. Financial Consultant may invoice the City for reimbursement of travel reasonably necessary to perform Services under this Agreement, at the standard Internal Revenue Service mileage rate per mile for every business mile driven.
 - b. **Manner of Payment.** Financial Consultant shall, on a monthly basis, prepare and submit to the City Finance Department an invoice indicating Services and hours performed. Compliant invoices shall be paid by the City within thirty (30) days after the City’s receipt. Compliant invoices unpaid (30) days past the billing date are subject to an interest charge of 1.0% per month.
3. **Independent Contractor.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Financial Consultant. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Financial Consultant. Financial Consultant shall not be eligible for any employee benefits including, but not limited to, workers’ compensation insurance, state disability insurance and/or unemployment insurance. Financial Consultant shall be solely and individually responsible for any and all federal and state

withholding taxes.

4. **Term.** This Agreement shall become effective as of the date that it has been executed by the Mayor and Financial Consultant. The Agreement shall continue in effect, until terminated by the City's Mayor, City Council or Financial Consultant.
5. **Return of Property.** Upon the termination of this Agreement, Financial Consultant shall immediately terminate the Services hereunder and shall deliver promptly to the City all City property and work product relating to the Services. Work product shall include, but not be limited to, all hardware and software, passwords, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.
6. **Standard of Performance and Compliance with Applicable Laws.** Financial Consultant shall perform in an efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement. Financial Consultant further warrants and agrees that he will at all times observe and comply with the Financial Consultant Resolution and all applicable federal, state and local ordinances, regulations and laws. With the exception of intention, willful and/or criminal acts, the City will indemnify Financial Consultant with respect to third party claims against Financial Consultant resulting from Financial Consultant's performance of services under this Agreement, to the extent authorized and covered under the City's insurance coverage.
7. **Confidential Information; Non-Solicitation.** Financial Consultant acknowledges that he may have access to and become acquainted with confidential City information as may be defined under industry standards or applicable federal, state or local laws. Financial Consultant agrees not to disclose, directly or indirectly, confidential City information acquired in the course of performing Services under this Agreement. The obligations of Financial Consultant under this section shall survive the termination of this Agreement.
8. **Notices.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or email, to the following:

If Contractor:

With email copy to:
octaneconference@gmail.com

If to the City:

City of Mableton
Attn: William Bill Tanks, City Manager
135 Riverside Parkway
Austell, GA 30168

With email copy to:

michael.owens@mableton.gov
william.tanks@mableton.gov

9. **Governing Law and Consent to Jurisdiction.** This Agreement shall be governed by and construed according to the laws of the State of Georgia.

10. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation.

11. Disputes. No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving thirty (30) calendar day's written notice to the City of the claim and the intent to initiate a civil action.

12. Severability. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

13. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

14. Heading. This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

15. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties below, have duly signed and executed this Agreement.

FOR CITY OF MABLETON:

FOR FINANCIAL CONSULTANT:

Michael Owens, Mayor

Christopher Pike

This _____ day of May, 2023.

This _____ day of _____, 2024.

ATTEST:

Susan D. Hiott, City Clerk

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney

EXHIBIT A

SCOPE OF SERVICES

Financial Consultant will assist the City Manager and provide the following finance-related services in a manner that is considered at least normal and customary in the financial industry, including but not limited to:

- Guidance and suggestions, when noted, on development of accounting procedures and policies, and oversight of implementation;
- Policy development and ongoing training for various governmental accounting practices;
- Internal control recommendations, when noted, for protection of City assets;
- Assistance with various Finance matters as requested by the City Manager including, but not limited to RFP processes within the finance department, complicated accounting transactions, bonding activities, and insurance selection;
- Guidance and suggestions, when noted, of improved organization and workflow; and,
- Review of procurement card transactions and monthly financial statements.

This engagement is limited to the management services indicated above. Financial Consultant will not audit, review, or perform attestation of your financial statements or accounting records. Rather, Financial Consultant will rely on the accuracy and completeness of the documents and information you provide or make available. Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and Financial Consultant will inform the City of any material errors, fraud or other illegal acts that come to Financial Consultant's attention, unless they are clearly inconsequential. In addition, Financial Consultant shall have no responsibility to identify significant deficiencies or material weaknesses in your internal controls as part of this engagement, and our engagement cannot, therefore be relied upon to make disclosure of such matters. Financial Consultant will inform the City of any deficiencies or weaknesses that come to Financial Consultant's attention.

Except to the extent specifically described above, you are ultimately responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements, for management decisions and functions, for designating a competent employee to oversee any of the services we provide, and for evaluating the adequacy and results of those services.

Except to the extent specifically described above, you are ultimately responsible for the design and implementation of programs and controls to prevent and detect fraud, for informing about all known or suspected fraud affecting the City involving (a) management (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements, for informing the appropriate person(s) of your knowledge of any

allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, regulators, or others, and for identifying and ensuring that the entity complies with applicable laws and regulations.

To complete this engagement, and to do so efficiently, Financial Consultant requires reasonable access to the facilities, individuals, documents, and information concerning the City. Any failure to provide such documents and information, and to do so on a timely basis, will impede Financial Consultant's services, and may require suspension of services or withdraw from the engagement. City agrees to accept responsibility for any effect on the City's accounting records and financial statements of basic financial information or transaction documents not submitted, or losses that may result from their absence.

Services will be provided on an "as-needed and as-available" basis, recognizing the part-time nature of the work provided. This includes most work performed during non-business hours, though exceptions may be made, again, as-needed and as-available. When feasible, work and communication will be done remotely and electronically (email, VPN, Zoom/Teams, etc.).

EXHIBIT B

ASSUMPTIONS and LIMITING CONDITIONS

This Engagement is subject to the following assumptions and limiting conditions:

1. No Calculation of Valuation will be rendered
2. Financial Consultant will not audit or attempt to confirm information provided for authenticity or completeness.
3. Public, industry, statistical, and other information furnished by others, upon which all or portions of this analysis is based, is believed to be reliable. I make no representation as to the accuracy or completeness of such information and have performed no procedures to corroborate the information.
4. The City and its representatives warranted that the information they supply is to be complete and accurate to the best of their knowledge and that the financial statement information reflects the City's results of operations and financial and business condition in accordance with generally accepted accounting principles, unless otherwise noted. The financial statements and other related information supplied by the City and its representatives have been accepted as correct without further verification. I have not audited or reviewed the financial information provided, accordingly, we express no audit opinion or any other form of assurance on this information.
5. Financial Consultant will not be required to give further consultation, provide testimony, or appear in court or other legal proceedings unless specific arrangements have been made.
6. Financial Consultant does not provide assurance on the achievability of the results estimated by the City because events and circumstances frequently do not occur as expected; differences between actual and expected results may be material; and achievement of the forecasted results is dependent on actions, plans, and assumptions of management.
7. If prospective financial information approved by management is used, Financial Consultant will not examine or audit the prospective financial information and, therefore, do not express an audit opinion or any other form of assurance on the prospective financial information or the related assumptions.
8. Events and circumstances frequently do not occur as expected except as required by open records, reports and observations should not be disseminated to the public through advertising media, public relations, news media, sales media, mail, direct transmittal, or any other means of communication without our prior written consent and approval.



AGENDA ITEM MEMORANDUM

MEETING OF: August 28, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Consideration and Approval of an Ordinance Amending the Year 2024 Regular Meeting Schedule and Other Purposes - Second Read - City Manager Bill Tanks

BACKGROUND/SUMMARY: On January 24, 2024, Mayor and Council approved the 2024 Regular Meeting Schedule per ORD 2024-01-01. The City has a lot of setup activities and decisions for the Mayor and Council's direction and more time is needed to present and discuss city business. Therefore, City Manager Bill Tanks will be asking the Council to add a regularly held work session to be held the Monday before the first council meeting of the month. For example, the first work session would be held on Monday, September 9th, before the Wednesday, September 11th, a regularly scheduled and already set meeting.

BUDGETED/FINANCIAL IMPACT – FUND: N/A

MOTION: I move to approve the Ordinance amending the Year 2024 Regular Meeting Schedule and for Other Purposes.

ATTACHMENTS:

1. Ordinance Amending Regular Meeting Schedule - SecondRead
2. 2024 Meeting Schedule Ord. Exhibit Rev. 08282024

**AN ORDINANCE AMENDING THE YEAR 2024 REGULAR MEETING SCHEDULE
AND OTHER 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, Sec. 2.19 of the City Charter provides that “[t]he city council shall hold regular meetings at such times and places as shall be prescribed by ordinance”;

WHEREAS, the City Council approved Ordinance 2024-01-01 Establishing the Year 2024 Regular Meeting Schedule; and

WHEREAS, the City Council desires to add a work session the remainder of the 2024 Regular Meeting Schedule to be held on the Monday prior to the first meeting of the month; 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. The City Council hereby amends the 2024 Regular City Council Meeting Schedule, as attached hereto.

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

- (a) All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.
- (b) 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.
- (c) 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.

- (d) In the event any portion of this Ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this Ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part 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. The effective date of this Ordinance shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law. In the event that any effective date and/or tax commencement date herein is invalid and/or determined to be invalid, said effective date and/or tax commencement date shall instead be the earliest date allowed by law.

SO ORDAINED this 28th day of August, 2024.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney



2024 City Council Regular Meeting Schedule

Month	Meeting Date	Meeting Time	Location	Work Session Time	Status
January	2nd	6:30pm	Riverside Epi Center	-	-
January	24th	6:30pm	Riverside Epi Center	-	-
February	14th	6:30pm	Riverside Epi Center	5:15pm - 6:00pm	-
February	28th	-	-	-	Cancelled due to mandatory training.
March	13th	6:30pm	Riverside Epi Center	5:15pm - 6:00pm	-
March	27th	6:30pm	Riverside Epi Center	-	-
April	10th	6:30pm	Riverside Epi Center	5:15pm - 6:00pm	-
April	24th	6:30pm	Riverside Epi Center	-	-
May	8th	6:30pm	Riverside Epi Center	5:15pm - 6:00pm	-
May	22nd	6:30pm	Riverside Epi Center	-	-
June	12th	6:30pm	Riverside Epi Center	5:15pm - 6:00pm	-
June	26th	6:30pm	Riverside Epi Center	-	-
July	10th	-	-	-	Cancelled due to summer break.
July	24th	6:30pm	Riverside Epi Center	-	-
August	14th	6:30pm	Riverside Epi Center	5:15pm - 6:00pm	-



Month	Meeting Date	Meeting Time	Location	Work Session Time	Status
August	26th		Riverside Epi Center	6:30pm	Work Session Only
August	28th	6:30pm	Riverside Epi Center	-	-
Sept	9th		TBD	6:30pm	Work Session Only
Sept	11th	6:30pm	Riverside Epi Center	5:15pm - 6:00pm	-
Sept	25th	6:30pm	Riverside Epi Center	-	-
Oct	7th		TBD	6:30pm	Work Session Only
Oct	9th	6:30pm	Riverside Epi Center	5:15pm - 6:00pm	-
Oct	23rd	6:30pm	Riverside Epi Center	-	-
Nov	13th	6:30pm	Riverside Epi Center	5:15pm - 6:00pm	-
Nov	27th	-	-	-	Cancelled due to Thanksgiving.
Dec	9th	TBD		6:30pm	Work Session Only
Dec	11th	6:30pm	Riverside Epi Center	5:15pm - 6:00pm	-
Dec	25th	-	-	-	Cancelled due to Christmas.

Note: Meeting dates and times are subject to change. Please check the city's website at www.mableton.gov for the most up-to-date information.



AGENDA ITEM MEMORANDUM

MEETING OF: August 28, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Consideration of Resolution Authorizing Adoption of the Purchasing Card (P-Card) Policy or the Purpose of Establishing a Purchasing Card Program - City Manager Bill Tanks

BACKGROUND/SUMMARY: As the City of Mableton progresses towards active city status, the need for financial safeguards and internal controls increases due to the increase in financial transactions. A purchase card program through Chase Bank reduces the risk of exposure to fraud and scams through a program established to protect access to city funds by means of a commercial credit card and the associated benefits of a credit card.

BUDGETED/FINANCIAL IMPACT – FUND:

MOTION: I move to approve Resolution adopting a Purchasing Card Policy for the purpose of establishing a purchasing card program for the City of Mableton.

ATTACHMENTS:

1. Purchasing Card Policy Agenda Item (1)
2. Resolution - PCard Adoption.docx
3. Mableton Procurement Card Policy draft Dated 7-25-2024 (2)



AGENDA ITEM MEMORANDUM

MEETING OF: August 28th

DEPARTMENT: Finance

ISSUE/AGENDA ITEM TITLE: Adoption of the Purchasing Card(P-Card) Policy

BACKGROUND/SUMMARY:

As the City of Mableton progresses towards active city status, the need for financial safeguards and internal controls increases due to the increase in financial transactions. A purchase card program through Chase Bank reduces the risk of exposure to fraud and scams through a program established to protect access to city funds by means of a commercial credit card and the associated benefits of a credit card.

BUDGETED/FINANCIAL IMPACT – FUND:

The P-Card requires no additional city funding and will be managed by the program manager and accounted for through the city's finance function.

RECOMMENDATION: RECOMMENDATION: Recommend the council resolve to adopt a Purchasing Card Policy for the purpose of establishing a purchasing card program for the City of Mableton.

Motion:

Motion to adopt a Purchasing Card Policy for the purpose of establishing a purchasing card program for the City of Mableton.

RESOLUTION DRAFT (RES #)

RESOLUTION NO. [Insert Number]

A RESOLUTION FOR THE CITY OF MABLETON TO ADOPT A PURCHASING CARD POLICY FOR THE PURPOSE OF ESTABLISHING A PURCHASING CARD PROGRAM

WHEREAS, the City of Mableton seeks to improve the efficiency and effectiveness of its purchasing processes; and



AGENDA ITEM MEMORANDUM

WHEREAS, the adoption of a purchasing card policy will provide a streamlined method for purchasing and paying for goods and services, thereby reducing administrative costs and increasing operational efficiency; and

WHEREAS, the City Council recognizes the need for clear guidelines and procedures to ensure the responsible use of purchasing cards;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mableton as follows:

1. **Adoption of Policy:** The City of Mableton hereby adopts the attached Purchasing Card Policy, which outlines the procedures and guidelines for the issuance and use of purchasing cards by authorized personnel.
2. **Implementation:** The City Manager or their designee is authorized and directed to implement the Purchasing Card Policy and ensure compliance with its provisions.
3. **Training:** All city elected and staff who are issued a purchasing card shall receive training on the proper use and responsibilities associated with the card.
4. **Monitoring and Reporting:** The Finance Department and/or the Program Manager shall monitor the use of purchasing cards and provide regular reports to the City Council on the program's effectiveness and compliance.
5. **Effective Date:** This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Mableton on this 28th day of August 2024.

ATTACHMENTS

1. Purchasing Card Policy

A RESOLUTION FOR THE CITY OF MABLETON TO ADOPT A PURCHASING CARD POLICY FOR THE PURPOSE OF ESTABLISHING A PURCHASING CARD PROGRAM

WHEREAS, the City of Mableton seeks to improve the efficiency and effectiveness of its purchasing processes; and

WHEREAS, the adoption of a purchasing card policy will provide a streamlined method for purchasing and paying for goods and services, thereby reducing administrative costs and increasing operational efficiency; and

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2. Implementation: The City Manager or their designee is authorized and directed to implement the Purchasing Card Policy and ensure compliance with its provisions.
3. Training: All city elected and staff who are issued a purchasing card shall receive training on the proper use and responsibilities associated with the card.
4. Monitoring and Reporting: The Finance Department and/or the Program Manager shall monitor the use of purchasing cards and provide regular reports to the City Council on the program's effectiveness and compliance.

Effective Date: This resolution shall take effect immediately upon its adoption.

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

- (a) All sections, paragraphs, sentences and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- (b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.
- (c) In the event that any phrase, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law,

not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, sentences, paragraphs or sections of this Resolution.

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

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

BE IT SO RESOLVED, *PASSED AND ADOPTED* by the City Council of the City of Mableton on this 28th day of August 2024.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney



CITY OF MABLETON FINANCE AND ADMINISTRATION DEPARTMENT

PURCHASING CARD POLICY



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City of Mableton, GA

Policies



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PURCHASING CARD POLICIES

I. Purpose and Overview

This policy establishes appropriate and inappropriate uses of the Mableton Purchasing Card (P-Card). All purchases made with the P-Card must be for official City business.

The P-Card is a charge card designed to enable authorized, City employees to make small value, one time, and other purchases of supplies, materials, equipment, and services for City business use. The program streamlines payments by eliminating the administrative burdens and costs associated with traditional methods of payment. The P-Card Program (Program) utilizes a Visa® purchasing card issued by JP Morgan Chase (Bank). The P-Card can only be used for official City of Mableton business and must be surrendered upon termination of employment for any reason or upon demand by the City of Mableton or by the cardholder's employer. The P-Card is the only purchasing card authorized for use by employees referred to as "City Entity", "Entities", or "Program users" in this policy. All Entities are required to use the Bank Payment Manager system provided by the Bank, or other system approved by City Cards Program Manager, for card administration and monthly billing statement reconciliation. The City Cards Program Manager approves all participation in the program.

All card program official forms mentioned in this policy can be found on the City Cards Program Manager's shared drive. The versions on the web site will always be the latest versions.

II. Use of the Purchasing Card for Personal Purchases Prohibited

Under no circumstances is a cardholder permitted to use the P-Card for personal purchases. Using the P-Card for personal purchases may result in disciplinary action, up to and including termination from City employment and criminal or misdemeanor prosecution. Supervisors or other approving officials who knowingly, or through willful neglect, approve personal or fraudulent purchases are subject to the same disciplinary actions as cardholders.

III. Citywide Program Administration

A. City Purchasing Card Policy



The City Cards Program Manager administers the program on a citywide level. In this capacity, Finance (Purchasing) personnel serve as resources for all program users in the areas of policy development and implementation, day-to-day administration of the program, audit, staff development, and cardholder training.

Purchasing has developed this City Purchasing Card Policy (Policy) to establish minimum standards for use of the P-Card in order to ensure compliance with all applicable City laws. The version of the Policy posted on the shared drive will always be the official Policy governing the P-Card program, notwithstanding any conflict with the Policy as identified in this manual. The effective date of the Policy will be in the footer of the online version of the document. Purchasing will maintain an archive of previous versions of the Policy, which will be available upon request should the need arise.

B. *City Cards Program Manager*

The City Cards Program Manager will:

1. Develop the City Purchasing Card Policy;
2. Review the Policy at least bi-annually to ensure that it is in keeping with "best practices" in the purchasing card industry and that it allows participants in the Program to utilize the P-Card to its utmost advantage in the procurement process within sufficient controls guidelines;
3. Work with other Program users to determine new ways that the P-Card can be used within legal and Policy requirements;
4. Serve as a central point of contact on all issues of policy and procedure. This position is the official liaison between the Bank and all Program users;
5. Communicate all Program and Policy changes to Program users;
6. Review or assign a designee to review all requests for exceptions to this Policy and decide on the appropriateness of each request;
 - a) Approvals for the following policy exceptions are coordinated through the CFO;



- i. Increases in spending limits above City-mandated levels
 - ii. Approval to use the P-Card to pay for vehicle repairs and maintenance
 - iii. Permanent activation of a Merchant Category Code
 - b) All other types of policy exceptions must receive prior, written approval from the City Cards Program Manager or designee for each occurrence.
7. Develop and maintain Program forms;
8. Develop and maintain citywide training materials and manuals.

C. *Process Improvement and Audits*

- 1. The CFO shall require periodic reviews of the program users. Reviews take a risk-based approach and focus on the level of compliance with City Policy, adequacy of and compliance with internal policies and procedures, and evaluation of internal controls.
- 2. The CFO receives reports providing an assessment of the Program, makes recommendations for improvement when warranted, and works with the Program personnel to implement action plans to make corrections or other improvements to the Program.
- 3. In those cases where it is determined that internal controls are not adequate, the CFO has the authority to require policy improvements and/or place other restrictions on the local card program until such controls are developed, documented, and implemented.

D. *Professional Development*

- 1. The City Cards Program Manager assists in developing and delivering training on the P-Card Program on a citywide basis.
- 2. The Bank is responsible for the implementation and initial training on the Bank Payment Manager system. The City Cards Program Manager will provide additional training as needed.



IV. City Entity Program Roles and Responsibilities

The Purchasing Manager usually serves as the City Cards Program Manager, although any or all of the following administrative responsibilities may be delegated to one or more others by the City Manager, including to the CFO, depending on the size and complexity of the program.

A. City Cards Program Manager

1. Program Administration
 - a) Develop the internal procedures governing the use of the P-Card, to include, the following minimum requirements:
 - i. Ensure compliance with the City Purchasing Card Policy;
 - ii. Provide for unique needs based on mission;
 - iii. Define responsibilities of Program personnel;
 - iv. Define criteria for obtaining a P-Card;
 - v. Define acceptable use of the P-Card that cannot be less restrictive than City Purchasing Card Policy;
 - vi. Provide a method for reporting suspected misuse or fraudulent use;
 - vii. List in detail consequences of misuse or fraudulent use;
 - viii. Create a provision for review of the internal policy for adequacy at least bi-annually; and
 - ix. Create a provision for audit or other independent review of all areas of program administration and transactions at least annually.
 - b) Work with management throughout the organization to determine the appropriate spending limits for the Program as a whole and for individual cardholders based on budget constraints, cardholder job responsibilities, historical spending patterns, and overall procurement practices.



- i. Designate the following Program administrative positions as needed and ensure coordination among the positions:
 - ii. Card Program Coordinators;
 - iii. Electronic Contact to handle data transmission matters; and
 - iv. Settlement Contact to handle monthly payment matters.
 - c) Work with management to identify job titles/positions within the organization that require a P-Card or that would be good candidates for use of the P-Card.
 - d) Work with management to identify deadlines for monthly billing statement reconciliation and supervisor approval.
 - e) Develop written internal procedures for requesting P-Cards and approving cardholders.
2. Program Compliance
- a) Establish written procedures to ensure compliance with, or request exceptions to, City purchasing laws and regulations, the City Purchasing Card Policy, and the internal purchasing card procedures manual.
 - b) Coordinate any exceptions to the City Purchasing Card Policy with the CFO or designee.
 - i. Initiate all requests using the Special Approval Request.
 - ii. Document review of the status of all exceptions on an annual basis to determine if the exceptions should still be granted.
 - c) Ensure that the City has sufficiently documented internal controls and other measures (e.g. audits) to prevent and/or detect misuse or fraudulent use of the P-Card.



- d) Establish written procedures to ensure security over P-Card account information to include:
 - i. Ordering and receiving new and replacement cards;
 - ii. Reporting lost or stolen cards to the Bank and to the CFO;
 - iii. Collecting and destroying cards when cardholders transfer to jobs not requiring a P-Card, resign, or are terminated; and
 - iv. Canceling cards in the Bank Payment Manager system immediately upon notification of theft/loss of the card or upon termination of cardholder's employment for any reason.
 - e) Establish written procedures to ensure that misuse or fraudulent use of the P-Card is documented. Minimum requirements include:
 - i. Documentation of the transaction (e.g. copies of receipts, invoices);
 - ii. Evidence of who conducted the transaction, who approved the transaction, and when and how the misuse or fraud was discovered;
 - iii. Documentation of personnel actions taken (e.g. cardholder was terminated); and
 - iv. Notifying the Bank immediately when fraud or card misuse occurs in order to properly meet the Bank's guidelines regarding Bank reimbursement of transactions related to fraud or card misuse.
1. Appropriate limits on the number of cardholders assigned to a supervisor or approving official in order to ensure adequate review of business need and documentation (e.g. transaction logs, receipts/invoices, and monthly billing statement) for each purchase.
 2. Training – Develop a City-specific training program for all cardholders and supervisors/approving officials to include:



- a) Mandatory Cardholder Agreement specifying terms and conditions for use of the card;
- b) City Purchasing Card Policy;
- c) Internal purchasing card procedures;
- d) User manual or training materials the provide the same resources; and
- e) Familiarity with all forms, including the Sales and Use Tax Exemption form and transaction log.

3. Using the P-Card

- a) Establish written internal procedures covering how to use the P-Card, including telephone, fax, and Internet orders, in order to maintain security over P-Card account information.
- b) Monitor cardholder accounts for inactivity and close accounts that are no longer needed.
- c) Establish written internal procedures for compliance with City Policy regarding documentation of transactions.

4. Accounting Requirements

- a) Designate the storage location for all original transaction documentation.
- b) Establish billing discrepancy procedures, including disputed transactions.
- c) Establish reconciliation procedures between cardholders, supervisors/approving officials, and Accounts Payable to ensure timely payment of the corporate monthly billing statement.
- d) Establish deadlines for monthly billing statement reconciliation and supervisor approval.



B. *Supervisors / Approving Officials*

Supervisors or other persons assigned the responsibility of reviewing cardholder transactions must have a thorough knowledge of the job responsibilities of the cardholders under his/her supervision in order to determine if purchases are reasonable in terms of types of purchases made. Before approving the purchasing card log and/or monthly billing statement, the supervisor must carefully review all documentation. Supervisor responsibilities include:

1. Maintain knowledge of City Purchasing Card Policy and internal policies and procedures on use of the P-Card.
2. Request P-Cards for employees under his/her supervision.
3. Notify the CFO when a cardholder resigns, transfers, or is terminated from employment.
4. Monitor transactions and card activity to ensure that all purchases are for legitimate City business use.
5. Review all documentation to ensure:
 - a) Invoices/receipts have the required information;
 - b) City Sales and Use Tax was not charged;
 - c) Purchases were for legitimate City business use;
 - d) Submit all documentation and monthly billing statements for payment according to internally established procedures to ensure timely payment of the corporate billing statement.

C. *Cardholders*

All cardholders are de facto purchasing agents for the City of Mableton. Accordingly, all cardholders must have a minimum understanding of City purchasing policies, Finance (Purchasing Division) rules and regulations as contained on the shared drive. Cardholders must also be familiar with the provisions of the employee handbook regarding City Employee Code of Ethics and Conflicts of Interest. Cardholder responsibilities include:



1. Maintain security of the account number, expiration date, and security code at all times.
2. Maintain knowledge of City Purchasing Card Policy and internal policies and procedures.
3. Ensure all purchases are allowable purchases according to City and internal purchasing card policies.
4. Ensure all purchases comply with purchasing requirements and Competitive Bidding.
5. Obtain "best value" for the City when making purchases with the P-Card.
6. Maintain all documentation required by City and internal purchasing card policies. Minimum documentation requirements are:
 - a) Monthly or weekly transaction log as determined by the CFO and purchasing volume (the stored logs on the bank platform is typically sufficient);
 - b) Itemized receipt of invoice;
 - i. If receipt has been lost and a duplicate cannot be obtained, the local PA can determine if internal policy will allow use of the Lost Receipt Affidavit. If allowed, a single cardholder can use the form no more than three times in one fiscal year.
 - ii. Use of the form more than three times in one fiscal year will result in suspension of card privileges.
 - c) Monthly billing statement sent to the cardholder from the Bank.
7. Review the monthly billing statement.
8. Submit all documentation to the supervisor or other approving official by internally established deadlines in order to ensure timely payment of the monthly billing statement.



V. Use of the Card

A. Allowable Purchases

The P-Card can be used for small value purchases of supplies, materials, equipment, or services, where not otherwise prohibited or restricted. All purchases must be within cardholder assigned spending limits unless prior, written approval is received to exceed these limits using the Special Approval Request. Allowable purchases are:

1. Equipment – Single units under \$10,000.
2. Supplies and materials up to the cardholder's approved Single Transaction Limit and/or approved cycle limit.
3. Single purchase of supplies and materials over \$10,000 provided one of the following requirements has been met:
 - a) Citywide Contract (CWC) or mandatory source:
 - i. No prior approval from the City Cards Program Manager is needed to exceed \$10,000. Changes to Single Transaction Limits and monthly cycle limits may be made to accommodate these purchases at the discretion of the CFO.
 - ii. Documentation must include reference to the CWC number.
 - b) Open-Market Purchases:
 - i. Purchase has been competitively bid through the Purchasing Agent;
 - ii. Cardholders have prior, written approval from his/her supervisor and the City Cards Program Manager using, Purchasing Card Special Approval Request, to exceed the City Single Transaction Limit (STL); and
 - iii. Documentation must include a reference to the solicitation number.



4. Airline tickets and vehicle rentals for City personnel traveling on official City business.
5. Special approval is not needed for the following types of purchases, within approved spending limits:
 - a) Food and lodging for economic development, special events, and training activities when on official City business. Documentation must follow guidelines for "meals" including:
 - i. Itemized receipt showing all meals purchased
 - ii. Roster of participants showing name and each participant
 - iii. Copy of meeting or training agenda or other documentation showing that the meal was an authorized City activity
 - b) Food for official and approved use on the City premises (e.g. council meeting meals, coffee, etc.)
6. Food provided for consumption at events or services provided to the general public and/or City program participants (other than City employees), or purchased for resale in gift shops, bookstores, etc., and other non-employee meal-related use.
7. Purchases of goods or services intended for official City work-related use which are not otherwise excluded in the Prohibited Purchases section.
8. Any purchase specifically authorized by the City Manager.

B. *Prohibited Purchases*

The following types of purchases are strictly prohibited by City policy. No exceptions will be granted unless otherwise indicated:

1. Personal purchases of any kind (Personal purchases are defined as purchases of goods or services intended for non-work related use or use other than official City business)



2. Cash advances, including use of the card or card number at Automated Teller Machines (ATMs), inside bank branches or at cash advance, quasi-cash, and money transfer locations such as Western Union, Telecheck, etc.
3. Gift cards, stored value cards, calling cards, pre-paid cards, or similar products except written approval in advance by the City Manager.
4. Entertainment, including in-room movies, except as specifically authorized, written in advance, by the City Manager.
5. Alcoholic beverages except when approved in advance by the City Manager such as for economic development or special event activities
6. Tobacco products
7. Professional services as defined in O.C.G.A. §14-7-2(2)

As indicated in Section V(A)(8) above, the City Manager may approve in advance the use of the procurement card for any of the prohibited purchases specifically mentioned in this section.

C. *Declared Emergencies and Natural Disasters*

The CFO grants authority to forego standard procurement requirements for needs arising from unforeseen causes. In cases involving declared emergency situations as defined in the Purchasing Policy, the cardholders are allowed to obtain after-the-fact approval for exceptions to this Policy.

1. The cardholder must submit the Special Approval Request to notify the City Cards Program Manager within 72 hours of any actions taken in response to these emergencies and the nature of the actions taken.
2. Documentation for transactions must follow guidelines for emergency purchases as contained in the Purchasing Policy, including use of an Emergency Justification Form.

D. *Sole Source Purchases*

The P-Card may be used for purchases resulting from Sole Source acquisitions provided those goods/services are not identified in the



prohibited subsection. Guidelines for Sole Source purchases are found in the Purchasing Policy.

VI. **Program Compliance**

A. ***Merchant Category Code Authorizations***

Merchant Category Codes (MCC's) are assigned by a merchant's or vendor's merchant bank based on the type of goods or services that merchant or vendor typically provides. Allowing or blocking certain MCC's, while not a fail-safe protection against unauthorized use of the card, does provide a measure of protection against unauthorized or prohibited purchases.

1. The City Cards Program Manager establishes the City-authorized MCC groups that will be available to cardholders. Only those MCC's associated with merchants which provide the goods and services specifically allowed by this Policy are eligible for inclusion in City-authorized groups. Transactions at non-authorized MCC's are denied at the point-of-sale.
2. The City Cards Program Manager will conduct periodic evaluations of authorized MCC's in order to maximize appropriate use of the P-Card. The Program Manager will consult with other procurement and card program personnel when establishing or modifying these groups.
3. Cardholders can request activation of additional MCC's for inclusion in a City-authorized group and/or approval to create an MCC group to meet specific needs. Cardholders can request prior, written approval for exceptions to this policy using a Special Approval Request.

B. ***Internal Controls***

The City Cards Program Manager must establish an internal control structure that ensures compliance with City purchasing policies, travel policies and the employee handbook. Internal controls must include:

1. Appropriate separation of duties between making transactions (cardholders), review and approval of transactions for payment (approving officials), and payment of the monthly billing statement (Accounts Payable).



2. Monthly independent review of all card maintenance activity if the City Cards Program Manager or CFO is also a cardholder.
3. Appropriate hierarchical review and approval of purchases by someone with supervisory authority over the cardholder and/or with the authority to question purchases if needed.
4. No cardholder can provide approval for payment for his/her transactions or of the corporate monthly billing statement. Review and approval responsibilities cannot be delegated to someone else.
5. Appropriate limits on the number of cardholders assigned to a supervisor or approving official in order to ensure adequate review of business need and documentation (e.g. transaction logs, receipts/invoices, and monthly billing statement) for each purchase.
6. Provision for an independent review of the purchasing card program. Reviews must address:
 - a) Adequacy of internal policies and procedures;
 - b) Appropriateness of cardholder spending limits;
7. Adequacy of review, reconciliation, and payment procedures; and
8. Adequacy of documentation for transactions.

C. *Cardholder Spending (Credit) Limits*

Spending limits enable management to provide cardholders with the purchasing power to accomplish the needs of the job without exposing the City or the organization to unnecessary risk. Spending limits should be based on job responsibilities of the cardholder and/or of the job title. Cardholder spending limits must be reviewed at least annually to determine that actual usage is consistent with spending limits. Spending limits that are available are:

1. Cycle (Credit) Limit – The cycle limit is a mandatory spending limit that restricts the amount of purchases a cardholder can make in one billing cycle.



- a) The cycle limit cannot be less than the cardholder's Single Transaction Limit.
 - b) A cardholder's cycle limit cannot be more than \$10,000 without prior, written approval from the City Cards Program Manager.
 - c) Please see Section IV.A.1.b for guidance establishing a cycle limit per cardholder.
2. Single Transaction Limit (STL) – The STL is a mandatory spending limit imposed on each cardholder account.
- a) A cardholder's initial STL must be less than \$5,000. The CFO can establish organization-wide and/or individual spending limits less than this, as determined by overall procurement and card program goals.
 - b) Cardholders can request prior, written approval for individual limits greater than or equal to \$10,000. The City Cards Program Manager must establish controls to ensure that cardholders:
 - i. Make purchases only from Citywide Contracts (CWC) or mandatory sources since the bid process has already been conducted or
 - c) Follow appropriate competitive bid procedures.
3. Number of Transactions per Day (optional) – Management can choose to impose a maximum number of transactions on a cardholder account in order to control use of the P-Card.

D. Card Issuance Requirements

- 1. Issuance is limited to one Purchasing Card per cardholder.
- 2. An employee's supervisor and the CFO must approve a cardholder's application for a P-Card.
- 3. All training requirements as described in this Policy must be met before an employee receives the P-Card.



VII. Legal Issues

A. ***Failure to Comply with Laws, Policies, and Procedures***

Cardholders or supervisors/approving officials who knowingly, or through willful neglect, fail to comply with the following may be subject to suspension or termination of card privileges or other disciplinary action, up to and including termination of employment and criminal prosecution to the fullest extent of the law.

1. Any Mableton ordinances sections related to governmental purchasing
2. Applicable requirements of the Purchasing Policy
3. City Purchasing Card Policy
4. Internal policies and procedures governing procurement and the Purchasing Card Program.

The City Manager, Program Manager and/or City CFO reserve the right to withdraw any authority or delegated approval due to non-compliance with applicable laws, rules, regulations, policies, and procedures, or the terms of any conditional approval. In addition to any disciplinary actions described above, non-compliance can result in monetary deductions through the user's payroll check.

B. ***Competitive Solicitation***

1. City Purchasing Policy requires competitive bidding for certain open-market purchases. Use of the P-Card as a method of payment does not relieve the cardholder or the Entity of these responsibilities.
 - a) Because of the legal bid limits, all cardholders must have a Single Transaction Limit (STL) may be limited, except as noted below in section C.2.
 - b) Cardholders are prohibited from splitting a transaction between two or more transactions on a single card or two or more transactions on multiple cards on the same day or on separate days in order to circumvent the bid process and/or any Single Transaction Limit, regardless of the level.



2. Where job responsibilities require cardholders to make single purchases of \$10,000 or more:
 - a) The CFO can approve Single Transaction Limits over \$10,000 with the approval of the cardholder's supervisor when the purchases will be from a citywide contract or a mandatory source. However, this approval does not apply to open-market purchases.
 - b) Special Approval Request forms or similar documentation must be used to obtain one-time approval from the City Cards Program Manager for any single open-market purchase of \$10,000 or more.

C. *Payment of City Sales and Use Tax*

1. O.C.G.A. exempts purchases made by City Entities from Sales and Use Tax when payment is made with appropriated funds.
2. Cardholders must present the Department of Revenue Sales and Use Tax Exemption, Form ST-5, to merchants upon request. This form is available on the Department of Revenue web site at etax.dor.ga.gov by searching for ST-5.
3. Cardholders are responsible for ensuring that merchants do not charge tax.
 - a) If taxes are charged, the cardholder must contact the merchant to obtain a credit to the card.
 - b) Credits cannot be obtained by any other method, including, but not limited to, cash, gift card, gift certificate, or store credit.
 - c) Documentation of attempts to obtain credit for any Sales and Use Tax charged in error must be maintained with the documentation for the transaction where the tax was charged.

D. *Records Retention Requirements*

The City Clerk maintains the official Records Retention Schedule for the City of Georgia.



1. Documents related to transactions are accounting records and must be maintained according to the requirements of Accounts Payable Files.
2. Documents related to the issuance of cards to employees are accounting records and must be maintained according to the requirements of Credit Card Administration Records.

E. *Internal Revenue Service 1099 Reporting*

1. Sections 6041 and Section 6041A of Internal Revenue Service (IRS) rules require any organization, including governments, to report "reportable transactions" in excess of \$600 per year using the Form 1099-MISC.
2. The Bank provides the City Cards Program Manager with access to the Bank Payment Manager System. This system reports purchases at the MCC's that the IRS has designated as "reportable" for purposes of issuing the Form 1099.
3. In most cases, a 1099 is not required for P-card purchases. The Program Manager will determine annually what will be required each year.



AGENDA ITEM MEMORANDUM

MEETING OF: August 28, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE:

1. Consideration and Approval to approve Resolution to resolve to authorize the Mayor to execute an agreement with JP Morgan Chase Bank for the provision of a purchasing card program - City Manager Bill Tanks

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

MOTION: I move to

ATTACHMENTS:

1. Purchasing Card Agreement Agenda Item (1)
2. MABLETON P Card Agreement 8.13.24 (1)



AGENDA ITEM MEMORANDUM

MEETING OF: August 28th

DEPARTMENT: Finance

ISSUE/AGENDA ITEM TITLE: Purchasing Card(P-Card) Agreement

BACKGROUND/SUMMARY:

As the City of Mableton progresses towards active city status, the need for financial safeguards and internal controls increases due to the increase in financial transactions. A purchase card program through Chase Bank reduces the risk of exposure to fraud and scams through a program established to protect access to city funds by means of a commercial credit card and the associated benefits of a credit card. This agenda item provides the means to implement the PCard program by way of the Purchase Card Agreement.

BUDGETED/FINANCIAL IMPACT – FUND:

N/A

RECOMMENDATION: RECOMMENDATION: Recommend the council approve Resolution to resolve to authorize the mayor to execute an agreement with Chase Bank for the provision of a purchasing card program

Motion:

Motion to authorize the mayor to approve resolution to execute an agreement with Chase Bank for the provision of a purchasing card program.

RESOLUTION DRAFT

Resolution No. [Insert Resolution Number]

A Resolution Authorizing the City of Mableton to Enter into an Agreement with JPMorgan Chase Bank, NA for a Purchasing Card Program

WHEREAS, the City of Mableton, Georgia, is committed to efficient financial management and streamlined procurement processes; and

WHEREAS, JPMorgan Chase Bank, NA (hereinafter referred to as “Chase Bank”) offers a comprehensive purchasing card program that can enhance the City’s procurement efficiency; and



AGENDA ITEM MEMORANDUM

WHEREAS, the City Council recognizes the benefits of utilizing purchasing cards for authorized City expenditures;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Mableton, Georgia, as follows:

1. The City Mayor or their designee is authorized to negotiate and execute an agreement with JPMorgan Chase Bank, NA, for the implementation of a purchasing card program.
2. The agreement shall include provisions related to card issuance, usage guidelines, reporting, and security measures.
3. The City Manager or their designee shall ensure that appropriate training is provided to City staff and elected officials regarding the proper use of purchasing cards.
4. The City Manager or their designee is directed to maintain a record of all purchasing cards issued and monitor their usage.
5. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Mableton on this 28th day of August 2024.

ATTACHMENTS

1. Purchasing Card Agreement

Commercial Card Application & Agreement | JPMORGAN CHASE BANK, N.A.

V1.7

Client	CITY OF MABLETON		
Address Line 1	1400 Veterans Memorial Highway		
Address Line 2			
City	Mableton		
State	GA		
Zip Code	30126		
Phone			
REBATE PAYMENT INSTRUCTIONS:			
Please identify a Business Account to which rebates associated with Client's Commercial Card rebate program should be deposited. Rebates will be made via wire transfer only. Bank account must be owned by the Client.			
Bank Name (Financial Institution):			
ABA/Routing Number (all 9 digits):			
Account Number:			
Account Name (as listed on Business Account):			
Please enter the Financial Institution and Business Account Name exactly as it appears on Client's account. <u>Black text only.</u>			
*Requests to modify the account information set forth above must be provided to J.P. Morgan in writing and sent to the following address: CCS.Rebate@jpmchase.com . A form will be provided to Client upon receipt of Client's request to modify the business account information. Client will be instructed to complete the form and return it to J.P. Morgan at the address specified. Changes to the business account information will be effective when J.P. Morgan has a reasonable opportunity to act upon such request.			
SIGNATURE			
This Application must be signed by an acting officer, partner, or owner of the Client with the authority to bind the Client to the terms and conditions of the following Commercial Card Agreement. I hereby certify that I am a duly authorized and acting officer, partner or owner of this Client with the authority to bind the Client to enter into and perform the obligations of this Commercial Card Agreement. I have read and agree to the terms and conditions of this Commercial Card Agreement. <u>Black text only.</u>			
Signature of Authorized Officer		Date	
Name			
Job Title			
CLIENT ATTESTATION			
The undersigned, a duly authorized officer or representative of this Client, does hereby certify that the person signing above on behalf of the Client has been duly authorized to bind the Client and to enter into and perform the obligations of the Commercial Card Agreement and that the person signing above on behalf of this Client, whose execution of this Commercial Card Agreement was witnessed by the undersigned, is an officer, partner, owner, or other representative of Client possessing authority to execute this Commercial Card Agreement.* <u>Black text only.</u>			
Signature		Date	
Name			
Job Title			
*Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.			

V1.7

Commercial Card Application & Agreement | JPMORGAN CHASE BANK, N.A.

This Commercial Card Agreement (the "Agreement") sets forth the terms and conditions under which JPMorgan Chase Bank, N.A. ("Bank") shall provide commercial card services to Client who executes this Agreement and/or one or more of such Client's Affiliates. This Agreement is effective as of the date of the first signature below ("Effective Date"). By signing this Agreement, Client hereby agrees to be bound by the terms and conditions referenced herein.

1. Definitions

Each capitalized term used in this Agreement shall have the following defined meanings set forth below or as otherwise set forth herein.

Account means each account established in the name of Client pursuant to the Agreement.

Affiliate means an entity controlling, controlled by, or under common control with, directly or indirectly, a party to this Agreement. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

Agreement means the Commercial Card Agreement in each case as amended, supplemented or replaced from time to time.

Applicable Law means for any country, all federal, state, provincial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, decrees, interpretive letters, guidance or other official releases of or by any government, any authority, department or agency thereof, or any regulatory or self-regulatory organization, that apply to a party's obligations under the Agreement.

Business Day means a day on which Bank is open for business.

Card means a Network-branded card that is issued to Cardholders by the Bank upon the request of the Client and approval by the Bank, and includes any plastic card bearing a card number and Accounts with no associated plastic card, which includes Virtual Card Accounts.

Cardholder means: (A) an individual in whose name a Card is issued, and (B) any person or entity authorized by Client or named Cardholder to use a Card.

Cardholder Agreement means documentation provided by Bank to Client or Cardholder governing use of a Card by such Cardholder.

Cardholder Credit Limit means the maximum spending limit established in relation to a Cardholder.

Corporate Liability means Client is solely liable for the Transactions, subject to the Agreement and any Cardholder Agreement.

Credit Limit means the maximum spending limit established for Client in connection with the Program.

Cycle means the monthly period ending on the same day each month or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require, or such other period as Bank may specify.

Fraudulent Transactions means transactions made on a Card by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and for which neither Cardholder nor Client receives direct or indirect benefit.

Joint and Several Liability means Client and Cardholder are jointly and severally liable for the Transactions, subject to the Agreement, and the Cardholder Agreement.

MCC means merchant category code.

Network means either MasterCard International, Inc. or Visa U.S.A., Inc.

Program means the commercial card system composed of Accounts, Card-use controls, reports to facilitate purchases of and payments for business goods and services, and related services, all as established in connection with the Agreement.

System means the system through which Client can access Account and Transaction data and reports.

Transaction means a purchase, a cash advance, fees, charges or any other activity charged to an Account with respect to a Card.

Virtual Card or **Single-Use Account** means a one-time virtual card number generated for a single transaction.

2. Conditions Precedent

Prior to the commencement of the Program rendered by Bank pursuant to this Agreement, Client will provide the information listed on the Application, included with this Agreement, and additional documents as required by the Bank, and will certify to the accuracy of such information.

3. Certain Bank Services

- A. Subject to prior financial, risk management and compliance approvals by Bank, Bank shall: (i) establish Accounts in the name of Client; (ii) issue Cards to Cardholders designated by a person authorized to bind the Client to these terms and conditions (an "Authorized Person"); (iii) implement the Credit Limits specified by an Authorized Person from time to time and accepted by Bank; and (iv) deliver Cards and billing statements only to a U.S. address. Notwithstanding anything contained in this Agreement to the contrary, Bank shall not be obligated to extend credit to Client in violation of any limitation or prohibition imposed by Applicable Law or Bank policies and procedures.
- B. Extension of Program. Upon Client's submission of a request from time to time in the form required by Bank and following Bank's agreement to do so, Bank will extend Program to Client's Affiliates. Client is responsible as principal obligor for all obligations under the Agreement (including, without limitation, as principal obligor with respect to all payment and other obligations as the same relate to its Affiliates and their respective Cardholders and waives any defenses or offsets available to such Affiliates). Client shall cause each of its Affiliates and their respective Cardholders to comply with the Agreement.
- C. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client or any Client Affiliate or any Card to an employee or authorized representative of Client or any Client Affiliate or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC").
- D. Receipt Image Services. For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order for Bank to make Receipt Images available through the System, Client shall first fax and/or upload to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Image will be made available online through the System for a maximum of thirty-six (36) months ("**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

4. Obligations of Client

In connection with the Program, Client shall:

- A. Notify each Cardholder at the earliest opportunity: (i) that Cards are to be used only for business purposes; (ii) of the Cardholder Credit Limit and any other applicable limit; (iii) of the extent, if any, to which Bank will provide Transaction and Account information to third parties at Client's request; and (iv) to collect and destroy any Cards which are no longer required.
- B. Client represents that the Cards to be issued under this Agreement are substitutes for an accepted credit card or will be issued in response only to a written request or application for such Card, by a prospective Cardholder, which Client has obtained in accordance with the requirements of Section 226.12(a) of Regulation Z of the Federal Truth in Lending Act. Client further represents that Client will retain the applications (paper or electronic) for any Card, when such application is not provided to Bank, for a period of two (2) years after the application has been received and acted upon.
- C. Client will immediately notify Bank by telephone of any lost, stolen, misappropriated, improperly used, or compromised Cards.
 - i. **Liability for Fraudulent Transactions Following Notification.** Notwithstanding anything to the contrary contained herein, Client shall not be liable for any Fraudulent Transactions occurring on a Card after the effective time of such notification to Bank of such Fraudulent Transaction.
 - ii. **Liability for Fraudulent Transactions Prior to Notification.** Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions occurring on a Card prior to the effective time of such notification to Bank of such Fraudulent Transactions.
 - iii. Bank reserves the right, in its sole and absolute discretion, to claim that Client is liable for Fraudulent Transactions should Bank determine that subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate Client's Program in accordance with Bank's fraud reduction requirements as set forth below:
 - a. Client must block high risk MCC's identified by Bank and presented to Client;
 - b. Client must maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data; and
 - c. Client must comply with all other requirements as Bank may reasonably require from time to time.

If Client fails to comply with Client's obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank may deduct the amount of such Fraudulent Transaction from Client's rebate.

- D. Notify Bank of any Transaction that Client disputes as soon as practicable after the last day of the Cycle during which such Transaction is charged to Client and, in any event, within sixty (60) days of such day. Client shall use commercially reasonable efforts to assist in obtaining reimbursement from a merchant. Client or, subject to any Cardholder Agreement and in the case of Cards under any Joint and Several Liability Accounts, the Cardholder, shall not be relieved of liability for any disputed Transaction if the charge-back is rejected in accordance with the applicable Network's charge-back policy. Client shall not make a claim against Bank or refuse to pay any amount because Client or the person using the Card may have a dispute with any merchant.
- E. Unless previously provided to Bank, obtain and provide to Bank such information as Bank may reasonably request for the purposes of investigating the identity of an actual or prospective Cardholder or Client, evidencing authority for Card issuance requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- F. Make payments for all Transactions posted to Accounts no later than the payment date (the "Payment Date"), as specified in the periodic statement. In the event that Client makes payments other than as contemplated by the periodic statement, Bank may require, and Client shall provide, such documentation as reasonably required by Bank to reconcile such payments to the amounts stated as due in the periodic statement by the Payment Date. Any amount due which is not received by the Payment Date shall be subject to the late fees and delinquency fees as set forth in the fees schedule of Exhibit A attached hereto. If collection is initiated by Bank, Client shall be liable for payment of Bank's reasonable attorneys' fees and other costs and expenses of collection.
- G. In the case of any Joint and Several Liability Account, Client shall pay Bank within ten (10) days of written notice, for any Transactions not paid by a Cardholder within one hundred and twenty (120) days of the first billing with respect to the relevant Transaction.
- H. Unless otherwise provided to Bank, provide Bank with such financial statements and other related information requested by Bank in form and in such detail as Bank may reasonably request, from time to time.
- I. Client represents and warrants that it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank issue Cards and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client.

5. Credit Limits and Certain Bank Rights

- A. Bank may establish a Credit Limit and Cardholder Credit Limit and may establish other limits from time-to-time. Client will not exceed the Credit Limit; provided however, that if Client exceeds the Credit Limit, Client shall pay all amounts exceeding the Credit Limits.
- B. Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Card or any Account or the Program; (ii) refuse to authorize Transactions; (iii) vary the payment terms, or require the provision of security or additional security; (iv) suspend or terminate any Card or any Account; (v) decline to open any Account or issue any Card; or (vi) require MCC authorization restrictions in connection with a Program.

6. System Access

- A. Client shall adhere to all applicable license agreements, security procedures, and terms and conditions regarding the System.
- B. Client agrees that any access, Transaction, or business conducted on the System is presumed by Bank to have been in Client's name for Client's benefit.
- C. Except for unauthorized use by a Bank employee, Client is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Bank via the System. Bank may rely and act upon all Client instructions and messages issued with valid credentials.
- D. From time to time, Bank may suspend the System when Bank considers it necessary to do so (including, without limitation, for maintenance or security purposes). Bank will use reasonable efforts to provide Client with notice prior to the suspension.

- 7. Notices.** All notices and other communications required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, through internet sites, or by such other means as the Client and the Bank may agree upon from time to time, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Client and the Bank agree upon from time to time.

- 8. Representations and Warranties.** Client represents and warrants that this Agreement constitutes a legal, valid, and binding obligation, enforceable against Client, in accordance with its terms, and that execution and performance of this Agreement: (i) does not breach any agreement with any third party; (ii) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it; (iii) is within Client's organizational powers; and (iv) has been authorized by all necessary organizational action.

- 9. Fees.** Client agrees to pay the fees and charges incurred by Client as specified by Bank, from time to time, on a periodic invoice. The fees initially applicable are specified in Exhibit A attached hereto. Bank may change the fees and charges payable by Client at any time, provided Bank notifies Client at least thirty (30) days prior to the effective date of the change.

10. Term and Termination. This Agreement shall have an initial term of five (5) years from the Effective Date unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement shall be successively renewed for one-year terms upon the anniversary of the Effective Date. This Agreement may be terminated by either party at any time for any reason. In the event this Agreement is terminated, Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. After this Agreement is terminated or expires, the terms of this Agreement that expressly or by their nature contemplate performance after termination or expiration will survive and continue in full force and effect.

11. Limitation of Liability.

- A. Subject to Section 11.B below, Bank shall be liable only for Client's actual damages which Client suffers or incurs as a direct result of Bank's negligence or willful misconduct and shall not be liable for any other loss or damage of any nature. Subject to Section 11.B below, Client shall be liable only for Bank's actual damages which Bank suffers or incurs as a direct result of Client's negligence or willful misconduct and shall not be liable for any other loss or damage of any nature.
- B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR THE LIKE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EACH OF WHICH ARE EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES HEREIN REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Confidentiality. Except as expressly provided in the Agreement, all information furnished by either party in connection with the Agreement shall be kept confidential. The foregoing obligation shall not apply to information that: (A) is already lawfully known when received without an obligation of confidentiality other than under this Agreement; (B) is or becomes lawfully obtainable from other sources; (C) is in the public domain when received or thereafter enters the public domain through no breach of this Section; (D) is required to be disclosed to, or in any document filed with, the U.S. Securities and Exchange Commission (or any analogous body or any registrar of companies or other organizations in any relevant jurisdiction), banking regulator, or any other governmental agencies; (E) is required by law to be disclosed and notice of such disclosure is given (when legally permissible) by the disclosing party; or (F) may be disclosed as provided in the Cardholder Agreement or other Cardholder-related documentation. Notice under (E), when practicable, shall be given sufficiently in advance of the disclosure to permit the other party to take legal action to prevent disclosure. Bank may exchange (and the Client insofar as necessary hereby consents to such exchange) Client and (to the extent authorized) Cardholder confidential information with Affiliates. Bank may also disclose confidential information to service providers, the Networks, and any other authorized third parties in connection with Bank's provision of Program services; provided that these authorized third parties are under obligations of confidentiality at least as restrictive as those set forth in this **Section 12**. Bank may exchange information concerning the Client or Cardholders with merchants and, in the case of Cardholder information, with the Client.

13. Miscellaneous

- A. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement. The failure of either party hereto to enforce any right or pursue any remedy hereunder shall not be construed to be a waiver thereof.
- B. In the regular course of business, Bank may monitor, record, and retain telephone conversations made or initiated to or by Bank from or to Client or Cardholders.
- C. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Client and Bank and their respective successors and assigns. This Agreement, or any of the rights or obligations hereunder, may not be assigned by Client without the prior written consent of Bank.
- D. This Agreement embodies the entire agreement and understanding between Client and Bank and supersedes all prior agreements and understandings between Client and Bank relating to the subject matter thereof.
- E. This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same document. Facsimile signatures shall have the same force and effect as the original.
- F. If applicable, to the extent that Client would have been able to claim sovereign immunity in any action, claim, suit, or proceeding brought by Bank, Client irrevocably waives and agrees not to claim such immunity.
- G. Neither Bank nor Client shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligations under this Agreement, if such non-performance or delay is caused directly or indirectly by an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or other natural disaster or any cause beyond its reasonable control.
- H. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF GEORGIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING OUT OF, BY REASON OF, OR RELATING TO THIS AGREEMENT, THE INTERPRETATION THEREOF OR TO ANY TRANSACTIONS HEREUNDER. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY THE PARTIES.
- I. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or

the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).

- J. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.
- K. International Transactions and Fees. International Transactions include any transaction made in a foreign currency or that is made outside the United States of America even if it is made in U.S. Dollars. If an international transaction is made in a currency other than U.S. Dollars, the Network will convert the transaction into U.S. Dollars using its respective currency conversion procedures. The exchange rate the Network uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the international transaction occurred or when the Account was used. Bank reserves the right to charge an international transaction fee, as specified in Exhibit A. Bank may charge a commission on the relevant currency amount at the rate provided to it by the Network as set forth in the fee schedules attached hereto. The international transaction fee will be calculated on the U.S. Dollar amount provided to Bank by the Network. The same process and charges may apply if any international transaction is reversed.
- L. Bank may at any time offset any obligation of Client to Bank under this Agreement or otherwise against any obligation Bank owes to Client.
- M. This Agreement and Cards are non-transferable, non-assignable, and shall remain the property of Bank.
- N. USA PATRIOT Act Disclosure. Section 326 of the USA PATRIOT Act mandates that Bank obtain, verify and record information that identifies each business or person that opens a new account. By signing this Agreement Client agrees to provide and consent to us obtaining, if necessary from third parties, any and all information reasonably necessary to verify Client's identity.
- O. This Agreement may be amended or waived by the parties by mutual written consent.

EXHIBIT A to the Commercial Card Application & Agreement FEES & INCENTIVES

1. **DEFINITIONS.** For the purpose of this Exhibit, the following terms will have the meaning given below. Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

"Contract Year" means a twelve (12) month period beginning on the Effective Date of the Agreement or any anniversary of such date.

"Credit Losses" means all amounts due to Bank in connection with any Card that Bank has written off as uncollectible excluding amounts due with respect to Fraudulent Transactions.

"Discount Interchange Rate Transactions" means Transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or a Supplier Fee below 2.00%. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, Network Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions.

"Discount Interchange Rate Transaction Volume" means total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience checks and Fraudulent Transactions. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on the interchange rate or Supplier Fee of each transaction:

- **"Discount Interchange Transaction Volume Category 1"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee at or above 1.00% (interchange rates or Supplier Fees from 1.00% - 1.99%).
- **"Discount Interchange Transaction Volume Category 2"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee below 1.00% (interchange rates or Supplier Fees from 0.00% - 0.99%).

"J.P. Morgan Virtual Connect Network" means Bank's proprietary payments technology platform to which merchants may register to receive payment from Client in connection with Client's Program(s).

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

"Supplier Fee" or **"Merchant Transaction Fee Rate"** means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Client for Transactions made through the J.P. Morgan Virtual Connect Network.

"U.S. Net Charge Volume" means total charges made on any and all U.S. Dollar issued Cards or Accounts, net of returns, cash advances, convenience check and Fraudulent Transactions. U.S. Net Charge Volume does not include Discount Interchange Rate Transaction Volume.

"U.S. Total Charge Volume" means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume.

2. REBATES

A. Volume Rebate

Bank will pay Client a rebate based on the annual U.S. Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual U.S. Net Charge Volume, subject to the rebate adjustments below.

U.S. One Card Program(s)	
Annual U.S. Total Charge Volume at or above	Rebate Rate (%) @ 30 & 25 Settlement Terms
\$250,000	0.15%
\$500,000	0.30%
\$1,000,000	1.00%
\$2,000,000	1.05%
\$3,000,000	1.08%
\$4,000,000	1.11%
\$5,000,000	1.14%
\$6,000,000	1.16%
\$7,000,000	1.17%
\$8,000,000	1.18%
\$9,000,000	1.19%
\$10,000,000	1.20%

B. Discount Interchange Rate Transaction Rebate

Should Client achieve the minimum annual U.S. Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on annual Discount Interchange Rate Transaction Volume. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category, subject to the rebate adjustments below.

Discount Interchange Rebate Rate for the U.S. One Card Program(s) Volume by Program Settlement Terms	
Discount Interchange Rate Transaction Volume Category	@ 30 & 25 Settlement Terms
Category 1	0.55%
Category 2	0.15%

3. REBATE ADJUSTMENTS

A. Interchange Rate or Supplier Fee Adjustment

In the event of a reduction in either interchange rates by the Network or Supplier Fees, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. GENERAL REBATE TERMS

A. Annual Rebates

- Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "**Rebate Calculation Period**") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.
- Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Client a rebate for the year in which the Agreement is terminated.

B. To qualify for any rebate payment, all of the following conditions must be met.

- Client is not in default under the Agreement at the time of rebate calculation and payment.
- Account(s) must be current at the time of rebate calculation and payment.
- Settlement of any centrally billed Account(s) must be by automatic debit.

- iv. Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 25 for the U.S. One Card Program.

5. FEES

A. The following are the fees associated with the U.S. One Card Program.

STANDARD SERVICES AND FEES

Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Standard Card	\$0.00

ADDITIONAL SERVICES AND FEES

Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Executive card	\$75 annual fee per card

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

EXHIBIT B to the Commercial Card Application & Agreement

SUPPLIER RECRUITMENT AUTHORIZATION EXHIBIT

1. **DEFINITIONS.** For the purposes of this Exhibit, the following terms will have the meaning given below. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

“**Claim(s)**” means any and all past, present and future claim(s), loss(es), liability(ies), obligation(s), expense(s), attorney or other fee(s), suit(s), debt(s), lien(s), contract(s), agreement(s), promise(s), demand(s) or damage(s), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including legal fees to the full extent permitted by law.

“**Client Information**” means information provided by Client to Bank for purposes of Supplier Recruitment (as defined below), including, but not limited to: (i) contact information for Client and/or Supplier(s); (ii) accounts payables details (e.g., payment summaries, amounts/counts, invoice numbers, billing account numbers and current and future payment terms); and (iii) payment preferences for Client and/or Supplier(s).

“**Supplier Data Enrichment**” means a recruitment service utilizing internal and external data sources to obtain supplier contact information for the purpose of Supplier Recruitment (as defined below). Bank will: (i) use commercially reasonable efforts to enrich supplier data provided by Client via the Supplier Data Enrichment process, and (ii) provide on a weekly basis a report of supplier data that is captured during the acceptance process for further verification from Client.

“**Supplier(s)**” means Clients’ supplier(s) and/or vendor(s) identified in accounts payable documentation, or other documentation provided to Bank by Client.

“**Third Party**” or “**Third Parties**” means a payment solution partner of Bank.

2. SUPPLIER RECRUITMENT

Client asks and authorizes Bank and/or Third Party to communicate with Suppliers through various methods on behalf of and in the voice of Client for the purpose of requesting that Suppliers accept payment using wholesale payments products offered by Bank, including but not limited to commercial card and automated clearing house (the, “**Supplier Recruitment**”). For the sole purposes of Supplier Recruitment, Client consents to Bank’s disclosure of such Client Information to Third Parties and Suppliers. Bank reserves the right to refuse or discontinue Supplier Recruitment and/or Supplier Data Enrichment services at any time.

3. CLIENT ENGAGEMENT

Client shall be deemed to have accepted and agreed to the following:

- i. Client will commit to having internal resources available to address recruitment needs;
- ii. Client will provide, to the extent commercially reasonable, complete and accurate Client Information including, but not limited to, Supplier name, remittance address, contact name, phone number, and email addresses in a format consistent with Bank instruction;
- iii. Should Client not have complete and accurate Supplier contact information, the Bank will offer Supplier Data Enrichment;
- iv. Client is solely responsible for validating Bank obtained Client Information, including but not limited to Supplier contact information during Supplier Data Enrichment and prior to issuing payment to that Supplier. Client acknowledges that Supplier contact information is deemed to be accurate once payment has been requested.

4. TERMS AND CONDITIONS

A. Obligations and Liabilities

- i. Despite anything to the contrary in the Agreement, Client, on its behalf and on behalf of each of its Affiliates:
 - (a) will indemnify and hold Bank and each of its Affiliates harmless against Claims, except in the event of Bank’s gross negligence, that may arise related to: (1) Supplier Recruitment; (2) Supplier Data Enrichment; or (3) a third-party Claim related to the disclosure of Client Information for the purpose of Supplier Recruitment.
 - (b) agrees to reimburse Bank and each of its Affiliates for any direct damages Bank incurs related to Claims arising from third parties under clause 4.A.i.(3).
 - (c) releases and forever discharges Bank and each of its Affiliates from any and all liability for indirect, special, punitive, or consequential damages in any form or under any circumstances, even if Bank has been advised of the possibility of such damages, except to the extent that such Claims arise from the gross negligence of the Bank or its Affiliates.

- B. **Use of Client Logo.** Client grants Bank a non-exclusive, limited, non-transferable, and revocable license to use Client’s marks (whether registered or not) for the sole purpose of Supplier Recruitment.

- C. **Authorizing Transfers.** Client represents and warrants that Client has obtained the consent required to authorize Bank to disclose Client Information, including information about and Supplier(s), for purposes of Supplier Recruitment.

- D. **Giving Bank Notice.** Despite anything to the contrary in the Agreement, Client agrees that it will provide Bank with notice to revoke this Exhibit, which shall have the effect of terminating Supplier Recruitment. Bank will have a reasonable period of time to act on Client’s notice after Bank receives it. The Agreement shall remain in full force and effect unless otherwise terminated as set forth in Agreement.