

**CITY OF MABLETON, GEORGIA**  
Riverside EpiCenter  
135 Riverside Pkwy, Austell, GA 30168  
June 26, 2024 @ 6:30PM

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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

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**CITY COUNCIL REGULAR MEETING AGENDA - PRELIMINARY**

1. **CALL TO ORDER** Mayor Michael Owens
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA**
6. **PRESENTATIONS/ACKNOWLEDGEMENTS/ PROCLAMATIONS**
  - a. Letter from Senator Jon Ossoff - First Anniversary of Cityhood
  - b. Proclamation - Mableton First Year Anniversary - Representative Terry Cummings
  - c. Presentation to City Manager Bill Tanks Certificate of Diversity, Equity and Inclusion by Freddie Broome of Georgia Municipal Association
7. **APPOINTMENTS**
8. **PUBLIC HEARINGS**
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. June 5, 2024 Regular Meeting Minutes
  - b. June 5, 2024 Work Session Minutes
11. **UNFINISHED BUSINESS**
12. **NEW BUSINESS**

- a. **Second Read:** Ordinance Updating Chapter 7, Article 5, Hotel-Motel Excise Taxes of the City of Mableton Code of Ordinances Pertaining to Hotel Motel Excise Tax - City Attorney Emilia Walker-Ashby
- b. Financial Report and Authorization of an Interim FY25 Spending Plan not to exceed 90 days. - Finance Consultant Frank Milazi and City Manager Bill Tanks
- c. Consideration and Approval of Agreement with Grice Consulting Group to conduct services for the City of Mableton Comprehensive Plan 2045 and Mayor to negotiate and execute agreement in substantial form- City Manager Bill Tanks
- d. Consideration and Approval of Resolution Authorizing the Georgia Municipal Employees Benefit System to move forward with an Ordinance and other official documents to establish City of Mableton's Defined Benefit Plan and a 457 Plan - City Clerk Susan Hiott
- e. Consideration and Approval of American Engineers Agreement for Design and Construction of 6116 Mableton Parkway and Mayor to negotiate and execute agreement - City Manager Bill Tanks
- f. Consideration and Approval of Agreement with ChitChat Communications and for Mayor to negotiate and execute agreement - City Manager Bill Tanks
- g. Consideration and Approval of Amending the Council Meeting Calendar to reflect a Work Session meeting for July 22<sup>nd</sup> at 5:30 p.m. - 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**

**CITY OF MABLETON, GEORGIA**  
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The Honorable Michael Owens, Mayor  
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The Honorable Debora Herndon, District 6 Councilmember

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**CITY COUNCIL REGULAR MEETING DRAFT**

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

2. **ROLL CALL**

3. **INVOCATION** - led by Councilmember Davis.

4. **PLEDGE OF ALLEGIANCE** - led by Mayor Pro Tem Keisha Jeffcoat.

5. **APPROVAL OF AGENDA**

**Motion** was made by Councilmember Auch and seconded by Councilmember Ferguson to approve the agenda. The motion passed unanimously.

6. **PRESENTATIONS/ACKNOWLEDGEMENTS/ PROCLAMATIONS**

- a. Proclamation Recognizing City of Mableton One Year Anniversary - Presented by Commissioner Monique Sheffield
- b. Congratulations Letter from Mableton Improvement Coalition - Presented by Cassandra Brown of Mableton Improvement Coalition

7. **APPOINTMENTS - NONE**

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

Those who spoke included:

**Jeff Padgett** stated he wanted to bring positive actions happening in Mableton, including the Anniversary Celebration, Adopt a Mile by Boy Scout Troop 22, Lion's Club volunteering, and the Lion's Club need for collecting glass cases.

**Sonya Wheatley** of District 3 expressed concerns and opposition of the proposed Urban Redevelopment Authority and property considered “blighted”.

**Pat Burns** of Friends of Concord Historic Bridge District spoke about the upcoming installation of the “Bench by the Road” at Silver Comet Trail by the Toni Morrison society. The bench was in honor of African American author Toni Morrison, in remembrance of formerly enslaved and free persons of Cobb County.

**Lee Miller** of District 4 announced details of the Art of the Springs 5K and Art Festival on September 14, 2024. Walkers are welcome. [raceroster.com](http://raceroster.com). There is a link on the South Cobb Arts Alliance page. The Art Avenue Art Show will take place July 13th.

**Monica Delancy** expressed congratulations for the First Year Anniversary to Mableton. She spoke about business license renewals for multi-family units and asked if the City of Mableton had accepted the code requiring inspection. She continued to ask questions and comment about the many complaints not being taken care of by the property owners.

**Denny Wilson** commented about the many town homes going up in Mableton and the effect the townhomes have on economic development. Mableton was in an unique place and can set the tone for what Cobb County can become. She spoke about the many gifts that Mableton can develop and mold. It can not be done if the City did not allow townhomes to be built on every corner.

Mayor Owens announced the council, staff, and potential Planning Commission members attended a six hour Planning and Zoning Class. He thanked all that attended. It was a necessary step for the City to take over the Planning and Zoning for the City.

## 9. CONSENT AGENDA

- a. May 22, 2024 Regular Meeting Minutes

**Motion** was made by Councilmember Jeffcoat and seconded by Councilmember Ferguson to approve the Consent Agenda. The motion passed unanimously.

## 10. UNFINISHED BUSINESS

- a. Consideration and Approval of RFQ 24-02 for Professional Planning Firm to Conduct services for City of Mableton Comprehensive Plan 2045 (Deferred from May 8 and May 22, 2024 meetings) - Mayor Owens

Mayor Owens announced the item and recognized City Manager Tanks who provided background. (The item was discussed in the prior work session.)

**Motion** was made by Councilmember Davis and seconded by Councilmember Jeffcoat to approve RFQ 24-02 for Professional Planning Firm, Grice Consulting, to conduct services for City of Mableton Comprehensive Plan 2045. The vote carried

4-3. **Yeas:** Davis, Oladapo, Jeffcoat and Owens **Nays:** Auch, Ferguson, and Herndon

City Attorney Walker-Ashby affirmed this was an award of selection and there will be a contract at the next meeting.

## 11. NEW BUSINESS

- a. **First Read:** Ordinance Updating Chapter 7, Article 5, Hotel-Motel Excise Taxes, of the City of Mableton Code of Ordinances Pertaining to Hotel Motel Excise Tax - City Attorney Emilia Walker-Ashby

Mayor Owens provided background information. The First Read was conducted.

- b. Consideration and Approval for Mayor to Negotiate and Execute Financial Services Contracts - City Manager Bill Tanks

Mayor Owens announced the item and recognized City Manager Bill Tanks who provided background information. He explained how the City needed to have a strong foundation in place before also starting to use the new BS&A software. Mr. Tanks noted he would be asking the Mayor and Council to extend the current spending plan for 60 days allowing Financial Consultant Frank Milazi and the Financial Firms to get controls and foundation in place prior to the new spending plan ultimately having the groundwork for the FY 2026 Budget Year.

**Motion** was made by Councilmember Oladapo for the Mayor to negotiate and execute Financial Services Contracts with Sumter Local Government Services and Rausch Advisory Services and Councilmember Davis seconded the motion.

Questions and discussion followed. Councilmember Ferguson expressed concern to use the correct terms; whether spending plan or budget. Mr. Tanks stated it would be called a spending plan since the City was still in the transition phase. Mayor Owens stated it would be similar to the adoption of the previous spending plan. The 2026 Budget would be called the budget.

Councilmember Herndon asked about the Scope of the Work and why the City was using the firms instead of hiring employees. Mr. Tanks explained the importance of the City having ready-to-go HR processes and financial system in place before hiring the highly talented staff. He was looking for an end of year financial report, a projected spending plan, audit/assessment of the accounting and financial system, internal controls, and onboarding processes to the BS&A financial software. Councilmember Ferguson asked if Sumter will be conducting the hiring services. Mr. Tanks stated the HR firm will conduct recruiting and hiring processes.

Councilmember Auch asked about the costs. Mr. Tanks stated it would not exceed \$120,000. Mayor Owens stated the boundaries were set in the current Spending Plan.

Mr. Michael Lisenby, President & CEO of Rausch Advisory Services, introduced himself and spoke about the firm's services.

Mr. Warren Hutmacher, President of Sumter Local Government Consulting introduced himself and spoke about his firm's services.

The vote passed 7-0.

- c. Consideration and Approval for City Manager to purchase furniture in accordance with the Spending Plan - City Manager Bill Tanks

**Motion** was made by Councilmember Jeffcoat to approve the City Manager to purchase furniture in accordance with the Spending Plan not to exceed \$25,000. Councilmember Ferguson seconded the motion. The motion passed 7-0.

**12. OTHER BUSINESS/DISCUSSION**

**13. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS**

Mr. Tanks welcomed Executive Assistant to Council, employee #5, Alison Benson. He thanked everyone who assisted with the Mableton One Year Anniversary.

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

**15. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS**

- o Council wished Mableton Congratulations and Happy One Year Anniversary and thanked everyone who were involved with the City and helped with the Anniversary Celebration. Councilmember Oladapo provided details about the upcoming first annual District 2 Yard Sale on July 20th at Pure Hope Church on Mableton Parkway and the Back to School event on July 28th at Pure Hope Church with Representative Cummings for distributing book bags and school supplies to children.
- o Councilmember Jeffcoat welcomed Alison Benson to the City of Mableton. She thanked all that attended the District 3 and 5 town hall meeting. She announced she was honored that she received an award from Atlanta Neighborhood Development Partnership, Inc. (ANDP). She spoke about June being Alzheimer's and Brain Awareness Month. Her grandfather succumbed to Alzheimer's.
- o Councilmember Auch announced upcoming events in the Mableton area. On June 29th at 11:00 a.m. she will have an event about backyard chicken keeping.
- o Councilmember Ferguson commented about the amazing facility of the Impact Worship Center. He stated there were a lot of things the City was trying to accomplish with a lot of moving parts. The City was working toward the vision as a city. He asked everyone if they have a question, continue to reach out and voice their opinions.

- Councilmember Herndon wished Mableton a Happy Anniversary. She expressed her excitement about the amazing people who have volunteered for the Planning and Zoning Commission. She encouraged everyone to reach out to their council person if interested in participating for the City.

**16. PUBLIC COMMENT FOR OVERLOOKED PUBLIC COMMENT CARD:**

**Jo Lohman** expressed congratulations and Happy Anniversary to the City. She reported that Vision to Learn began the past Monday at South Cobb Library. There were 13 eye exams, and five children will get glasses. Yesterday, there were 33 eye exams, and 23 children needed glasses. There are four more days of exams. On June 26, Windy from Stone Mountain Treasure Hunters will be in South Cobb at South Cobb Library at 5:00 p.m.

**MAYOR’S COMMENTS**

Mayor Owens spoke about the first year commemoration as it was important to commemorate the City’s first year anniversary and get people together and communicate. It was successful. He thanked the partners noting they were important to the celebration: Senior Citizens Council of Cobb County, Inspire EDU. The churches that took part that he knew of were: World of Faith, Faith Christian Church of Mableton, Faith Christian Center. He thanked vendors and sponsors. He acknowledged a new organization, Mayors Educational Impact Fund about how to do something in the schools of the City. Mayor and Council do not have control over schools, but a City can be no stronger than their schools. People take a critical look at the City’s schools when deciding to move to the city. He provided additional information about how the non-profit organization can help the schools.

Mayor Owens expressed excitement about the Mableton 2045 Comprehensive Plan. He spoke about a grant to the City by the U.S. Conference of Mayors and Comcast, called Closing the Divisional Divide and Tomorrow’s Future. He called Sonya Grant, CEO of Cobb Works to ask her to be a partner. He worked with Ms. Grant, and submitted the grant, and Mableton was one of ten finalists that could be eligible to receive the grant. He called it the Mableton Digital Equity Initiative to provide training in the digital technical fields. He was hopeful the City would be chosen.

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

**Motion** was made by Councilmember Ferguson and seconded by Councilmember Oladapo to go into Executive Session for litigation, real estate, and personnel matters. The motion passed unanimously. **Yeas:** Davis, Oladapo, Jeffcoat, Owens, Auch, Ferguson and Herndon (8:20 p.m.)

**Motion** was made by Councilmember Auch and seconded by Councilmember Jeffcoat to exit Executive Session. The motion passed unanimously. **Yeas:** Davis, Oladapo, Jeffcoat, Owens, Auch, Ferguson, and Herndon (10:02 p.m.)

**Motion** was made by Councilmember Oladapo to authorize the Mayor to approve agreements for due diligence services for potential acquisition of land within the city designated Urban Redevelopment Area, within the parameters of the spending plan. Councilmember Jeffcoat seconded the motion. The motion passed 6-1. **Yeas:** Davis, Oladapo, Jeffcoat, Owens, Ferguson, and Herndon **Nays:** Auch

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

**Motion** was made by Councilmember Ferguson and seconded by Councilmember Davis to approve Prerequisite Resolution Declaring the Need of Mableton Urban Redevelopment Agency, Establishing an Urban Redevelopment Area and for Other Purposes. The motion carried 6-1. **Yeas:** Davis, Oladapo, Jeffcoat, Owens, Ferguson, and Herndon **Nays:** Auch

- b. Consideration and Approval of Resolution Establishing Membership and Composition of the Mableton Urban Redevelopment Agency and For Other Lawful Purposes - Attorney Emilia-Walker-Ashby

**Motion** was made by Councilmember Ferguson and seconded by Councilmember Davis to approve Resolution Establishing Membership and Composition of the Mableton Urban Redevelopment Agency and for Other Lawful Purposes. The motion carried 7-0. **Yeas:** Davis, Oladapo, Jeffcoat, Owens, Ferguson, and Herndon and Auch

**Motion** was made by Councilmember Oladapo to reconsider her previous motion and seconded by Councilmember Ferguson. The motion passed unanimously. The motion passed 7-0.

**Motion** was made by Councilmember Oladapo to authorize the Mayor to approve agreements for due diligence services for potential acquisition of land within the city designated Urban Redevelopment Area, within the parameters of the spending plan. Councilmember Davis seconded the motion. The motion passed 6-1. **Yeas:** Davis, Oladapo, Jeffcoat, Owens, Ferguson, and Herndon **Nays:** Auch

17. **ADJOURNMENT - Motion** was made by Councilmember Oladapo and seconded by Councilmember Jeffcoat to adjourn. The motion passed 7-0.

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Dr. Michael Owens Mayor

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Susan Hiott, City Clerk



# CITY OF MABLETON, GEORGIA

Riverside EpiCenter  
135 Riverside Pkwy, Austell, GA 30168  
June 5, 2024 @ 5:15PM

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

## CITY COUNCIL WORK SESSION MINUTES

1. **CALL TO ORDER** Mayor Michael Owens
2. **ROLL CALL**
3. **AGENDA ITEMS AND DISCUSSION**
4. **PRE REVIEW OF UPCOMING REGULAR AGENDA MEETING ITEMS**

Mayor Owens led in the review of the upcoming regular agenda meeting agenda items.

Mayor Owens addressed the **Regular Agenda Item - 10 a. of Unfinished Business - RFQ 24-02 for Statement of Qualifications for the City of Mableton Comprehensive Plan 2045**. The selection of a firm had been deferred from May 8 and May 22, 2024 meetings. The selection panel consisting of Mayor Pro Tem Keisha Jeffcoat, Councilmember Ron Davis, City Manager Bill Tanks, City Clerk Susan Hiott, and Executive Assistant to the Mayor, Lily Smith met again that day to speak with the top three firms. He recognized City Manager Bill Tanks who provided additional background and recommendations. The additional interviewing session happened so the panel could dig deeper into what the firms could do. The individual panel votes were not discussed until they showed their cards. The individual ranking was given prior to any discussion. The decision was made. It was not an easy decision.

Questions and discussion followed. Comments included:

- The Comp Plan was a statement required by law.
- The completed Comp Plan must be reviewed and accepted by the Atlanta Regional Commission and Department of Community Affairs.
- The firm selected would compose and produce the Comp Plan.
- A summary of the process was given. There will be a lot of meetings and public engagement, and the process must begin immediately.
- There will be a contract to deliver the Comp Plan. The mandate to be completed would be June 2025. The contract will be negotiated following the approval of the firm.
- There will be opportunities for implementation, updates, etc. at later time, but the first step was getting the Plan completed and accepted.
- The panel is making a recommendation, but the Mayor and Council will vote on the

June 5, 2024 City Council Work Session Minutes

- recommendation.
- The recommendation was for the Grice Consulting Company.
- There was discussion about the scoring process and Councilmember Herndon and Auch expressed concern about the selection.

Mr. Tanks asked for a short recess to speak with Councilmembers Herndon and Auch.

**Motion** was made by Councilmember Ferguson and seconded by Councilmember Jeffcoat to have a ten minute recess for City Manager Tanks to speak with Councilmembers Herndon and Auch.

Following the recess, Mr. Tanks reported the recommendation did not change.

Mayor Owens addressed the Regular Agenda Item under **New Business, the First Read of Chapter 7, Article 5, Hotel-Motel Excise Taxes**. He recognized Attorney Walker-Ashby who explained: Prior to cityhood, the hotel motel tax was 8%. When the City was established, the City approved the the maximum amount of the hotel motel tax at 5%, which was the maximum the City could approve. Mayor and Council approved the resolution to ask the General Assembly to review the ordinance and give the City capability to have 8% tax consistent to all of the other cities in Cobb County. The authorization was given, and the Department of Community Affairs gave its blessing to move forward. The ordinance was a first read and recommended adoption of the ordinance at the second meeting of June. The tax was a hotel motel tax only, and not a tax on the residents. Discussion continued about the process and being the final piece to implement the 8% hotel-motel tax. Attorney Walker-Ashby, stated that assuming Council adopted the ordinance this month, the tax would be implemented the second month following adoption, which would be in August.

Mayor Owens addressed **New Business, Item 11 b Financial Services Contracts**. Mayor Owens recognized City Manager Tanks who provided background information about his recommendation to contract with two firms, Sumter Local Government Consulting and Rausch Advisory Services. There was a lot of financial demands going on for the end of Spending Plan FY 2024 Year and the start of the FY 2025 Spending Plan Year. It was important to make the transition correctly and have a strong foundation in place before also starting to use the new BS&A software. He was asking to allow the Mayor to authorize the negotiation with the two firms. Mr. Tanks will be asking Mayor and Council to extend the current spending plan for 60 days allowing to get controls and foundation in place prior to the new spending plan and system in place.

Councilmember Ferguson inquired if the City was continuing to have consultants on board rather than hiring staff. Mr. Tanks referenced the contract with the recent HR firm, and with the financial firms. These contractual services would get the City from FY 2024 to Fy 2025. It is only during the transition period. There will be hiring of staff following the firms getting the foundation and controls in place. The City Manager will be working with Mr. Milazi to oversee the firms, negotiate the services and cap the expenses. He was doing the oversight and Mr. Milazi would be his lead. Councilmember Ferguson commented that although there was a current need for consultants, there were also Mableton residents in the City who were willing to help the City.

Mayor Owens recognized City Manager Tanks who addressed **New Business 11 c - City Manager to purchase furniture**. Funds were allocated in the spending plan. The City now has a lease at 6116 Mableton Parkway and will need some furniture when start-up Code Enforcement and Planning and Zoning. The City also has offices at the EpiCenter and will need some furniture.

Councilmember Ferguson asked about the spending threshold for the city manager and if items had to

be brought before the council for every expenditure. Attorney Walker-Ashby explained there was a \$5,000 threshold for the mayor, as acting CEO, to approve at this time, but council would have to set up and determine the City Manager's threshold. The previous spending resolution would have to be revisited. Mr. Tanks provided additional explanation. For transparency, he is bringing this before the council as the City was beginning to ramp up.

**5. 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))**

**6. ADJOURNMENT**

**Motion** was made to adjourn by Councilmember Jeffcoat and seconded by Councilmember Oladapo. The motion passed 7-0. The meeting adjourned at 6:30 p.m.

Mayor Owens announced there would be a break until 6:45 p.m. and the regular meeting would begin.

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**Dr. Michael Owens, Mayor**

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**Susan Hiott, City Clerk**

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

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

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

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

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

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

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

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

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

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

**CHAPTER 7 - TAXES, FEES AND ASSESSMENTS**

**ARTICLE 5 - HOTEL-MOTEL EXCISE TAXES**

**Sec. 7.5.1A – Authorization.**

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

### **Sec. 7.5.1 - Definitions.**

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

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

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

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

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

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

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

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

*Lodging provider.*

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

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

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

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

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

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

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

### **Sec. 7.5.2 - Tax rate.**

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

### **Sec. 7.5.3 - Collection of tax by lodging provider.**

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

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

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

**Sec. 7.5.4 - Exemptions.**

The tax authorized by this article shall not apply to:

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

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

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

**Sec. 7.5.6 - Determination generally; returns; payments.**

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

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

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

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

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



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

**Sec. 7.5.7 - Deficiency determinations.**

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

**Sec. 7.5.8 - Determination if no return made.**

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

**Sec. 7.5.9 - Collection of tax by city.**

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

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

**Sec. 7.5.10 - Administration of article; record keeping.**

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

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

**Sec. 7.5.11 - Violations.**

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

**Sec. 7.5.12 - Effective date.**

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

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

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

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

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

SO ORDAINED this \_\_\_\_ day of June, 2024.

ATTEST:

CITY OF MABLETON, GEORGIA:

\_\_\_\_\_  
Susan D. Hiott, City Clerk

\_\_\_\_\_  
Michael Owens, Mayor

APPROVAL AS TO FORM:

\_\_\_\_\_  
Emilia Walker-Ashby, Interim City Attorney

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**MEETING OF:** June 26

**DEPARTMENT:** City Manager/Finance

**ISSUE/AGENDA ITEM TITLE:**

Authorization of an Interim FY25 Spending Plan not to exceed 90 days.

**BACKGROUND/SUMMARY:**

The City of Mableton is under a transitional plan and although they are not required to adopt a formal budget, the city has committed to transparency by producing a fiscal spending plan. The current spending plan expires on June 30<sup>th</sup> and either an interim spending plan or an FY2025 spending plan needs to be submitted for public review. To allow hearings and public comments, it is recommended that an interim Spending Plan, not to exceed 90 days, be authorized and a full FY 2025 Spending Plan be submitted to council for authorization before the expiration of the 90-day period.

**BUDGETED/FINANCIAL IMPACT – FUND:**

Ceasing the FY24 Spending Plan and implementation of a 90 day Interim Spending Plan for FY2025.

**RECOMMENDATION:**

Recommending the council to authorize the city manager to implement an Interim Spending Plan not to exceed 90 days. The Interim Spending Plan essentially closes out the FY2024 Spending Plan. This recommendation allows the city to maintain the spending plan schedule and gives space for a future amendment as more details of city operations and administration become available.

**Motion:**

Resolution authorizing the city manager to implement an Interim Spending Plan for FY2025 not to exceed 90 days.

**ATTACHMENTS**

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**MEETING OF:** June 26

**DEPARTMENT:** City Manager

**ISSUE/AGENDA ITEM TITLE:**

Contract for Comprehensive Services for Grice Consulting Group

**BACKGROUND/SUMMARY:**

In February of 2024 the City of Mableton issued a Request for Proposals for Comprehensive Planning Services, also known as the Mableton 2045 plan. In March of 2024 six of the submittals were selected as “responsive” proposals out of thirteen submittals.

Throughout the months of April and May, Mayor Owens encouraged input from council members and devised a shared rating system through google docs. Although not required, the mayor solicited participation in the numerical rating of the 6 responsive firms. Upon calculation of the ratings submitted to the shared document the 6 firms were reduced to three finalist firms.

Understanding the gravity of this decision the council authorized a panel of three staff and three elected, chaired by the city manager, to make a final recommendation for the Comprehensive Planning Services Firm. The panel took nearly 4 weeks to conduct two panel reviews, one presentation panel and one interview panel that yielded a top selection for recommendation to the council as the Comprehensive Planning Services firm for the City of Mableton.

At the June 5th council meeting the Panel recommended The Grice Consulting Group as their top selection; subsequently council voted with 4 in support and 3 opposed to select The Grice Consulting Group as the City’s Comprehensive Planning Service.

Today’s agenda item is for the council to authorize the mayor to execute a contract with the Grice Consulting Group to provide Comprehensive Planning Services

**BUDGETED/FINANCIAL IMPACT – FUND:**

**\$498,000**

**RECOMMENDATION:**

Recommend council members make a motion to authorize the mayor to execute a contract for Comprehensive Planning Services for the City of Mableton with the Grice Consulting Firm.

**Motion:** I move to approve the Agreement with Grice Consulting Group to conduct services for the City of Mableton Comprehensive Plan 2045 and Mayor to negotiate and execute agreement in substantial form.

**ATTACHMENTS**

Contract from Grice Consulting



## COMPREHENSIVE PLAN SERVICES CONTRACT

This contract (herein called the “Contract”) is hereby made and entered into by and between the City of Mableton, a Georgia municipal incorporation (herein called the “City”), and Grice Consulting Group, LLC (herein called the “Service Provider” or “Contractor”) (both parties collectively referred to herein as the “Parties”).

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

### **1. ATTACHMENTS:**

The parties shall be bound by the attached documents (collectively referred to herein as the “Contract Documents”), which Contract Documents are specifically incorporated herein by reference and attached hereto as Exhibits A through H, as follows:

- Exhibit A: Additional Conditions
- Exhibit B: Request for Statement of Qualifications for Professional Comprehensive Planning Services, RFQ 24-02, Revised (referred to herein as “RFQ”)
- Exhibit C: RFQ Certification
- Exhibit D: Georgia Security and Immigration Compliance Affidavit
- Exhibit E: Drug-Free Workplace
- Exhibit F: Non-Collusion Affidavit
- Exhibit G: Scope of Services
- Exhibit H: Cost Proposal

### **2. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and perform the services as requested by the City in accordance with the Contract Documents (the “work”).

### **3. PRICE:**

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for materials, labor and expenses, shall be the amount reflected in Cost Proposal.



**4. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider further agrees to indemnify, and hold harmless the City and the City's council members, agents, officers, and employees from liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

**5. TERMINATION FOR CAUSE:**

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

**6. TERMINATION FOR CONVENIENCE:**

This Contract shall become effective as of the date that it has been approved by the City Council and executed by both Contractor and the City's Mayor. The City may terminate this Contract for its convenience at any time upon (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**7. TERMINATION FOR FUND APPROPRIATION:**

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

**8. CONTRACT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice providers for standard commercial supplies of raw materials.

**9. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

**10. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**11. SEVERABILITY:**

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

**12. GOVERNING LAW:**

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia, with venue in Cobb County, Georgia.

**13. INDEPENDENT CONTRACTOR:**

Contractor shall at all times be considered an independent contractor. Contractor's employees, agents, consultants, representatives, contractors, sub-contractors and/or assistants ("Contractor's Personnel") are not employees of the City. Accordingly, Contractor shall be responsible for supervision of Contractor's Personnel, including payment of Contractor's own unemployment, social security, payroll taxes and other labor costs, including any contributions required by law. Contractor shall indemnify, defend and hold harmless the City from and against any claims arising from Contractor's failure to abide by this Contract.

**14. MERGER CLAUSE:**

The parties agree that the terms of this Contract, and any items specifically incorporated herein by reference, include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

*Signatures on following page.*

**CITY OF MABLETON, GEORGIA:**

By: \_\_\_\_\_  
Michael Owens, Mayor

So signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST: \_\_\_\_\_  
Susan Hiott, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Emilia Walker-Ashby, City Attorney

**BY SERVICE PROVIDER:**

\_\_\_\_\_  
John Funny, President & Chief Executive Officer

So signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_



**EXHIBIT A:**  
**ADDITIONAL CONDITIONS**

The parties shall be bound by the following additional conditions:

**1. SCOPE OF WORK**

The Contract will be to provide services to the City in accordance with the Contract Documents. All work will be performed under approved Scope of Services.

**2. REGULATIONS**

- 2.1 The Service Provider shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Service Provider shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Service Provider will comply with the City of Mableton's Financial Management and Purchasing Policies.
- 2.5 Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

**3. SERVICE PROVIDER'S PERSONNEL**

- 3.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 3.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens

**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.

- 3.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all time who can communicate instructions to said employees.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.
- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 3.9 Designation of Project Manager-the Service Provider shall designate an experienced Project Manager ("Project Manager") acceptable to the City for all purpose related to the work. The initial Project Manager shall be Mr. John J. Funny.

## EXHIBIT A:

### ADDITIONAL CONDITIONS

- 3.9.1 The Project Manager shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project.
- 3.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be the City's discretion.
- 3.9.3 In the event that the designated Project Manager terminates employment with the Service Provider or is requested by the City to be removed from the role of Project Manager (as provided in Section 3.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 3.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

#### **4. TOOLS AND EQUIPMENT**

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

#### **5. PERFORMANCE REQUIREMENTS**

- 5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care"). The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 5.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Mableton regulations.
- 5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

## EXHIBIT A:

### ADDITIONAL CONDITIONS

- 5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

#### **6. CONFIDENTIAL INFORMATION**

- 6.1 In the course of performing the Contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.
- 6.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.
- 6.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 6.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.
- 6.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

#### **7. USE OF PREMISES**

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

#### **8. SAFETY AND PROTECTION**

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the



**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby. Service Provider shall not be responsible for initiating, maintaining and supervising any safety precautions for the City's other consultants or contractors.

**9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES**

- 9.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 9.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment indicating all subcontractors have paid, with each invoice.
- 9.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.
- 9.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 9.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.
- 9.6 The Service Provider shall submit all invoices with purchase order number by email to: [william.tanks@mableton.gov](mailto:william.tanks@mableton.gov) with copy to [michael.owens@mableton.gov](mailto:michael.owens@mableton.gov).
- 9.7 The Service Provider will agree to comply with the City of Mableton's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Mableton for work done, materials furnished,

**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.

- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act shall control.

**10. COMPLIANCE WITH LAWS AND REGULATIONS**

- 10.1 The Service Provider shall perform its obligations and functions here under consistent with the Standard of Care to the applicable laws of the United States, the State of Georgia, Cobb County, the City of Mableton, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.
- 10.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 10.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of an employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

**11. SERVICE PROVIDER'S LIABILITY**

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by

**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

**12. INDEMNIFICATION AND INSURANCE**

- 12.1 The Service Provider shall indemnify and hold harmless the City and the City's council members, agents, officers and/or employees (collectively referred to herein as "City Personnel"), from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by

**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

12.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 12 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

12.6 No provisions of Section 12 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

12.7 Insurance

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, City Council, officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

12.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding

**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

\$250,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$250,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

12.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City, City Council, officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

12.7.1.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

12.7.1.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

12.7.4 Health Insurance. Not applicable.

12.7.5 Garage Liability Insurance. Not applicable.

12.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

12.7.7 Crime Coverage. Not applicable.

12.7.8 Pollution Liability Insurance. Not applicable.

12.7.9 Other Insurance Requirements. All insurance policies required by this Section

12.7.10 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall

## EXHIBIT A:

### ADDITIONAL CONDITIONS

be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 13.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 12.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

### **13. LIABILITY INSURANCE**

- 13.1 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

### **14. CONTRACT ADJUSTMENTS**

- 14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it

**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.

- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

**15. SUBCONTRACTORS**

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Request for Qualifications.
- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the

**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

**16. DEFAULT AND TERMINATION**

- 16.1 In the event that:

- 16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or
- 16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or
- 16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or



**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization,

**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

**EXHIBIT A:**  
**ADDITIONAL CONDITIONS**

**17. CITY'S AUTHORIZED REPRESENTATIVE**

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

**18. ASSIGNMENT**

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

**19. NOTICES**

19.1 Unless otherwise stated herein, all notices or other writings which either party is required or permitted to give to each other shall be deemed delivered upon being hand-delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery, as set forth below:

If Contractor:

Grice Consulting Group, LLC  
ATTN: Mr. John J. Funny, President / CEO  
3480 Peachtree Road, NE  
2<sup>nd</sup> Floor – Suite 128  
Atlanta, Georgia 30326

With email copy to:

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

19.2 Either party may change its notice address by written notice to the other given as provided in this section.

**20. NONDISCRIMINATION**

20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and

**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Contract.

20.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

20.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider’s obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

20.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions, the Service Provider shall so certify to the City , as appropriate, and shall set forth what efforts it has made to obtain the information.

**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

20.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

20.1.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or

20.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

20.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

**21. COPYING DOCUMENTS**

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for

**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Cod. This provision shall survive the expiration or termination of the Contract.

**22. GENERAL PROVISIONS**

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract (excluding Exhibits), (iii) the Additional Conditions, (iv) the Scope of Services (v) the RFQ, and (vii) the remaining Contract Exhibits.
- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or City Personnel, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provide or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and const, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the

**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiate for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.
- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement ( including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.

**EXHIBIT A:**

**ADDITIONAL CONDITIONS**

**23. GRATUITIES, REBATES, OR KICKBACKS.**

23.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

23.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

*End of Additional Conditions.*



**EXHIBIT B**

**RFQ CERTIFICATION**

**Exhibit C**

**RFQ**

**EXHIBIT D**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: \_\_\_\_\_

Address: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Mableton within five (5) business days after any subcontractor(s) is/are retained to perform such service.

\_\_\_\_\_  
E Verify™ Company Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

\* **or any subsequent replacement** operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-60.

**EXHIBIT E**

**DRUG FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider’s employees during the performance of the Contract; and
  
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:  
“As part of the subcontracting agreement with \_\_\_\_\_ (Service Provider), \_\_\_\_\_ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03.”

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
BY: Authorized Officer or Agent      Date  
(Service Provider Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Service Provider

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**EXHIBIT F**

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Bid Number)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

**EXHIBIT G**  
**SCOPE OF SERVICES**

**EXHIBIT H**

**COST PROPOSAL**

**(Planning Services for Five (5) Special Focus Areas)**

**PROJECT FEES**

**COMPREHENSIVE PLAN**

PHASE I: Existing Conditions / Inventory \$ 80,500

- Project Management Plan (PMP)
- Existing / Completed Plans
- Land Use
- Housing
- Demographics / Population
- Transportation
- Infrastructure and Facilities

PHASE II: Community Vision and Goals Setting \$ 57,000

- Steering Committee
- Stakeholders
- Review/Summarize Existing Plans
- Survey
- Community Engagement Plan

PHASE III: Needs, Opportunities \$ 83,000  
+ Strategies Identifications

- Land Use
- Economic Development
- Housing
- Transportation
- Community Facilities and Resources
- Population (Community Building)

PHASE IV: Work Program Development \$ 67,500

PHASE V: Draft / Final Plan + Adoption \$ 62,000

**SUBTOTAL: \$ 350,000**

**PLANNING SERVICES FOR  
FIVE (5) SPECIAL FOCUS AREAS**

PHASE I – Special Area Kick-Off  
Stakeholders’ Meetings \$ 12,000

PHASE II – Special Area Focus Group

Meetings and Workshops \$ 18,000

PHASE III – Existing Conditions Scan and  
Development/Redevelopment Analysis \$ 75,000

PHASE IV – Development/Redevelopment Concepts \$ 25,000

PHASE V – Area-Specific Development /  
Redevelopment Strategies \$ 18,000

**SUBTOTAL: \$ 148,000**

**TOTAL FEES: \$ 498,000**





**REQUEST FOR STATEMENT OF  
QUALIFICATIONS FOR PROFESSIONAL  
COMPREHENSIVE PLANNING SERVICES**

**RFQ 24-02  
REVISED**

**Qualifications Submittal Deadline: March 1, 2024@ 2:00 p.m. (Revised)**

# TABLE OF CONTENTS

## **1 General Information & Requirements**

- 1.1 General Information
- 1.2 Public Information
- 1.3 Type of Contract
- 1.4 Clarifications and Interpretations
- 1.5 Submission of Qualifications
- 1.6 Point-Of-Contact
- 1.7 No Lobbying
- 1.8 Evaluation of Qualifications
- 1.9 City's Reservation of Rights
- 1.10 Acceptance of Evaluation Methodology
- 1.11 No Reimbursement for Costs
- 1.12 Eligible Respondents
- 1.13 Rules, Regulations, and Licensing Requirements

## **2 Executive Summary**

- 2.1 Background and Project Description
- 2.2 Supporting Data
- 2.3 Mandatory Requirements and Expected Project Completion

## **3 Requirements for Statement of Qualifications**

- 3.1 General Instructions
- 3.2 Respondent's Statement of Qualifications and Availability to Undertake the Project
- 3.3 Firm's Ability to Provide Services
- 3.4 Project Team's Ability to Provide Administrative Services
- 3.5 Respondent's Performance on Past Representative Projects
- 3.6 Execution of Offer

**1. GENERAL INFORMATION & REQUIREMENTS**

1.1. GENERAL INFORMATION: The City of Mableton, Georgia is soliciting statements of qualifications (“Qualifications”) for selection of a professional planning firm for the evaluation and potential development of a (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Statement of Qualifications.

This Request for Qualifications (“RFQ”) is a one-step process for selecting a professional firm. The RFQ provides the information necessary to prepare and submit qualifications for consideration and initial ranking by the City. Based on the initial ranking, the City may select up to three (3) of the top-ranked qualified respondents to attend interviews in the final step of the process.

If needed, interviews with the “most” qualified respondents will be requested to attend an interview with the City to confirm the Qualification submittal and answer additional questions. The City will then rank the remaining respondents in order to determine the “most” qualified respondent.

1.2. PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this RFQ are considered non-confidential and/or non-proprietary and are subject to public disclosure.

1.3. CONTRACT TYPE: Any contract resulting from this RFQ will be in a form as agreed by both parties.

1.4. CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be provided by the City as an addendum. All such addenda issued by the City before the proposals are due as part of the RFQ, and respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications.

Respondents shall consider only those clarifications and interpretations that the City issues by addenda seven (7) days prior to the submittal deadline (February 9, 2024 at 2 p.m.). Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied on in preparing Qualifications.

1.5. ANTICIPATED RFQ SCHEDULE:

RFQ Available for Distribution		January 31, 2024
<b>Deadline for RFQ Responses</b>	<b>2:00 PM</b>	<b>March 1, 2024</b>
Interview Selections, if needed	10:00 AM	TBD
Final Firm Selected and Notified	6:00 PM	TBD

The City reserves the right to adjust and/or extend these times and dates, at its discretion.

1.6. SUBMISSION OF RFQ RESPONSES: Qualification responses should be submitted to the City by **March 1, 2024 @ 2:00 p.m.** by email to the City Clerk at: [susan.hiott@mableton.gov](mailto:susan.hiott@mableton.gov), with copies to: [michael.owens@mableton.gov](mailto:michael.owens@mableton.gov) and [ewalkerashby@denmarkashby.com](mailto:ewalkerashby@denmarkashby.com).

1.7. POINT-OF-CONTACT: The City designates the following person as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the City and direct all questions regarding this RFQ, including questions regarding terms and conditions and technical specifications, to the Point-of-Contact person noted below:

1.8.

**City of Mableton**  
**City Attorney Emilia Walker-Ashby**  
**Denmark-Ashby, LLC**  
**100 Hartsfield Centre Pkwy, Suite 400**  
**Atlanta, GA 30354**  
**Main: 770.478.9950**  
**Direct: 770.692.2034**  
**Email: [ewalkerashby@denmarkashby.com](mailto:ewalkerashby@denmarkashby.com)**

1.9. **NO LOBBYING:** Respondent acknowledges and accepts that they will not take any action, make any effort or support, or engage others on their behalf to take actions or efforts with the attempt to influence the decision-making process in the favor of the respondent. This includes direct contact with the Mayor, City Council, City Manager, and City staff of the City of Mableton, or any board members of the City. Additionally, the respondent acknowledges and accepts that they will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the evaluation or decision-making process. Any respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

1.10. **EVALUATION OF QUALIFICATIONS:** The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the City. The top three or fewer ranked respondents may be selected by the City to participate in step two of the selection process.

Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation. Such information will be solicited from firms qualified by the City to participate in step two of the selection process.

1.11. **CITY'S RESERVATION OF RIGHTS:** The City may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The City reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

1.12. **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications in response to this RFQ, the respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm(s) will require subjective judgments by the City.

1.13. **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

1.14. **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The City will contract only with the individual firm or formal organization that submits a Qualification.

1.15. **RULES, REGULATIONS, LICENSING REQUIREMENTS:** The firm shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Firms are presumed to be familiar with all Federal, State and local

laws, ordinances, codes, and regulations that may in any way affect the services offered.

## **2. EXECUTIVE SUMMARY**

### **2.1. BACKGROUND AND PROJECT DESCRIPTION**

In November 2022, the City of Mableton was officially incorporated as Georgia’s newest municipality. The City provides municipal services to its citizens and businesses in a unique manner.

The City, having relied upon Cobb County’s Comprehensive Plan since incorporation, is soliciting a Statement of Qualifications for the development of the City of Mableton Comprehensive Plan – (Mableton 2045), “Plan”, the long-range planning document which will serve to guide growth and development over the next 20 years. In addition, the Veterans Memorial Highway Corridor, City Center, Historic Main Street, Riverside Parkway, and Six Flags Entertainment District will be designated Special Focus Areas in which additional development strategies should be incorporated into the planning process.

A Short-Term Work Program and Capital Improvement Element (CIE) will be needed as key parts of the comprehensive plan.

The Georgia Planning Act requires that cities and counties maintain comprehensive plans that help shape future growth. These plans generally recognize the physical, economic, social, political, and aesthetic factors of a community and are developed in a process that includes intensive analysis and robust public engagement.

City leaders have an interest in forming a vision and goals for the effective delivery of services to the community. Adopted plans will serve as a blueprint for the future growth, development, and management of the City of Mableton.

It is expected that a steering committee will be created, consisting of but not limited to, community members, elected officials, non-profit organizations, Regional Commissions, Development Authorities, and Cobb County representatives

The final document should meet all Georgia Department of Community Affairs (DCA) Minimum Standards and Procedures for Local Comprehensive Planning and the minimum local planning standards defined in O.C.G.A. 50-8-7.1(b).

The total budget for this project is not to exceed \$500,0000.00 which is inclusive of everything including but not limited to, time, labor, materials, travel expenses, etc. to be paid to the selected Respondent.

### **2.2. SUPPORTING DATA**

Considerable additional information about the City of Mableton is available on the website: <https://www.mableton.gov>.

### 2.3. MANDATORY REQUIREMENTS

The City of Mableton is seeking a firm that will provide a project team with demonstrated experience and expertise in the following areas in undertaking a planning project:

1. Economic Development
2. Funding Sources to stimulate Economic Development and Economic Growth
3. Business expansion
4. Corporate Recruitment
5. Job Creation and Retention
6. Housing Initiatives - including, Affordable, Senior and Workforce Housing
7. Environment and Sustainable Practices
8. Community Engagement
9. Arts and Culture
10. Streetscape and Beautification
11. Land Use and Zoning
12. Transportation Planning
13. Capital Improvement Planning
14. Historic Preservation and Restoration
15. Program and Project Management

The above experience will be critical elements in the final selection of the firms to be interviewed, if needed, as well as final selection of the projects.

**EXPECTED PROJECT COMPLETION: March 31, 2025**

### 3. REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Qualifications to all questions in Section 3 formatted as directed in Section 4. Incomplete Qualifications will be considered non-responsive and subject to rejection.

#### 3.1. GENERAL INSTRUCTIONS

Qualifications shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.

Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the City.

The City will not compensate respondents for any expenses incurred in any Qualifications preparation or for any presentations. Respondents submit Qualifications at their own risk and expense.

The City makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP. The City reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in the City's best interest.

#### 3.2.

3.3. RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT (Maximum of two (2) printed pages per question)

Provide a statement of interest for the project including a narrative describing the Firm's and Project Team's unique qualifications as they pertain to this particular project.

Provide a statement on the availability and commitment of the Firm and its principal(s) and assigned professionals to undertake the project.

Provide a brief history of the Firm and each consultant proposed for the project.

Provide a graphic representation of the project team, identifying the Firm and each consultant proposed for the project.

3.4. FIRM'S ABILITY TO PROVIDE SERVICES

Provide the following information for the Firm:

- Legal name of the company as registered with the Secretary State of Georgia
- Address of the office that will be providing services
- Number of years in business
- Type of Operation (Individual, Partnership, Corporation, Joint Venture, etc...)
- Number of Employees by skill group

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the City.

Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any City employee, officer or investor? If so, please explain.

Provide a claims history under professional malpractice insurance for the past ten (10) years for the Firm and any team members proposed to provide professional planning services.

3.5. PROJECT TEAM'S ABILITY TO PROVIDE ADMINISTRATIVE SERVICES

Describe, in graphic and written form, the proposed project assignments and lines of authority and communication for principals and key professional members of each consultant who will be involved in the project. Indicate the estimated percent of time these individuals will be involved in the project.

Provide resumes giving the experience and expertise of the professional members for each consultant who will be involved in the project, including their experience with similar projects, the number of years with the firm, and their city and state of residence.

Clearly identify the members of the proposed team who worked on the listed projects in the below

Criteria 3.4, and describe their roles in those projects.

Describe the basis for the selection of the proposed sub-consultants included in the design team and the role each will play in this project.

Describe the Firm's process in working with consultants and integrating them into the project.

### 3.6. RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

List a maximum of three (3) projects for which you have provided services that are most related to this project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Final project size in land area and description
- Type of Project (Redevelopment, Brownfield, Greyfield, Transportation Plans, Parks and Recreation Plans...)
- Description of professional services Firm provided for the project
- Name of Project Manager (individual responsible for the overall success of the project)
- Name of Project Planner (individual responsible for coordinating the day-to-day work)
- Consultants

Describe your project team's demonstrated technical competence and management qualifications in the development of programs and initiatives outlined in 2.4 (Mandatory Requirements).

Describe the project team's approach to assuring timely completion of this project, including methods you will use for schedule recovery if necessary.

### 3.7. RFQ RESPONSES

By responding to this RFQ, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; (2) the submission of Qualifications by Respondent in response to this RFQ will not create a contract between the City and Respondent; (3) the City has made no representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.

By responding to this RFQ, Respondent offers and agrees to furnish to the City the products and/or services more particularly described in its Qualifications, and to comply with all terms, conditions, and requirements set forth in the RFQ documents and contained herein.

By responding to this RFQ, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Qualifications.

By responding to this RFQ, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or City represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person



engaged in such line of business.

By responding to this RFQ, Respondent represents and warrants that:  
Respondent is a reputable company regularly engaged in providing planning services necessary to meet the terms, conditions, and requirements of the RFQ;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions, and requirements of the RFQ;

Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations and ordinances;

By responding to this RFQ, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ;

By responding to this RFQ, Respondent agrees to comply with all applicable regulations and laws, including Davis-Bacon and MBE Federal requirements, with respect to this RFQ and any future engagements with the City; and

By responding to this RFQ, Respondent agrees to defend, indemnify, and hold harmless the City, all of its officers, agents, and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications.



## Comprehensive Plan MABLETON 2045 - Scope of Services

The City of Mableton is in Cobb County, Georgia, a suburb of Atlanta. The City of Mableton is bordered by Fulton County, Douglas County, the City of Austell, the City of Smyrna, and unincorporated Cobb County. Mableton has a population of approximately 79,000 and is approximately 36 square miles. The City of Mableton was established by a referendum passed by voters in November 2022. The City began operations in June 2023 to become Cobb County's seventh city and its largest by population and land mass.

As a new city, Mableton does not have a current Comprehensive Plan and is currently utilizing the plan from Cobb County. There have been various studies, plans, and assessments conducted in Mableton and "South Cobb" over the past 10 years that may provide some valuable information and a basis for some of the needs and challenges that exist. With that in mind, the City desires, where reasonable and when not in conflict with current vision and plans, to leverage existing studies and plans along with the Mayor, Council, and residents to start envisioning the next 20 years. This includes providing a description, vision and mission statement, work program, and general implementation strategies. To that end, the Department of Community Development has prepared the following scope of work.

### **SCOPE OF WORK**

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

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

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

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



**Please note that the tasks below are considered the minimum elements required to successfully deliver this project.**

## **Task 1 – PROJECT ADMINISTRATION**

The consultant will be expected to perform general administrative duties associated with the project, including progress monitoring, scheduling, and general correspondence. The consultant will work collaboratively with the City to manage the project, with the consultant managing and coordinating all activities of its team members. The consultant should create clearly defined roles and responsibilities; communicate early and often; streamline communications through the use of clear protocols, templates, and online platforms; and, ensure there are clear checkpoints for the management team to assess the project holistically.

### **1.1 Progress Reports**

Submit progress reports to the City Manager or the City’s designated project manager monthly. Progress reports will briefly summarize work accomplished to date, the progress of specific work tasks, key decisions that will require input or discussion with City staff and a list of any significant challenges or unresolved issues.

### **1.2 Project Schedule**

Prepare, submit, and monitor the project schedule. The project schedule shall be updated monthly and submitted with the monthly progress report.

### **1.3 Project Kick-off and Regular Project Management Meetings**

Key consultant team members and City staff will participate in a project kick-off meeting. The goal of the meeting will be to introduce City and consulting team members and agree on team member roles, expectations, project risks, and timelines. Consultant will work with City staff to prepare an agenda and identify materials needed for the meeting. Consultant will summarize the outcomes of the meeting, including any needed refinements to the project scope and schedule. Conduct project meetings and presentations that will include an initial project meeting with City staff, monthly progress meetings to discuss progress reports, community involvement meetings, and other meetings as necessary throughout the preparation and adoption, where applicable, of Key Deliverables. Consultant will organize, participate, co-lead (with the City), and summarize project management team meetings or conference calls. These in-person meetings or conference calls will be conducted approximately every 4 weeks for the duration of the planning process.

### **1.4. Obtain and Review Background Materials**

Consultant will obtain, review and assess all relevant background materials from the City, Cobb County, Atlanta Regional Commission, redevelopment authorities and sources to gain better knowledge and understanding of the economic, cultural, social and financial past and current environment..

## **Task 2 - COMMUNITY ENGAGEMENT**

Community involvement is a critical component of all City of Mableton planning efforts. Community engagement should be provided both in-person and virtual. Community engagement materials should be available at a minimum in both English and Spanish. In-person meetings should provide a Spanish translator. Community engagement should be consistent with the City Community Engagement Plan (Appendix A) and include the following components:



## **2.1 Community Engagement Plan (CEP)**

The consultant will prepare a draft and final Community Engagement Plan which will guide engagement activities throughout the Comprehensive Plan process. The Engagement Plan will be based on the information needs (the information to share, the information the City is aiming to collect) and the audiences the City is trying to reach. Consultant will prepare an underserved Populations Report as a section of the Engagement Plan to identify the locations and concentrations of underserved populations in the project area to ensure full and fair participation by all potentially affected community members in the decision-making process, including disabled, low-income, limited English proficiency, minority or other underserved groups. The Engagement Plan also will address other project accessibility needs including (but not limited to) language translation services, vision and hearing impairment accommodations, and access to technology. An initial draft of this document will be reviewed at the project kickoff meeting proposing an initial schedule for the major activities, lines of communication, and lead times. The Engagement Plan will include some combination of the activities described under this task, as well as other strategies agreed upon by the City and consultant.

## **2.2 Project Branding**

Consultant will develop a project brand package that includes a project logo, color scheme, font, and heading hierarchy based on any existing City standards and aiming for quick identification of this project's communications, accessibility, and flexibility of use.

## **2.3 Stakeholder Interviews**

As part of the initial, information gathering stage, consultants should gather a sense of the prevailing sentiment among property owners, business owners, City staff, elected officials, and other key stakeholders the City will help the consultant identify. The initial, and any necessary follow-up interviews, should facilitate the understanding of the existing environment and development pattern expected in the region over the next 20 years.

## **2.4 Steering Committee (minimum 4)**

The Mayor and Council shall appoint a Steering Committee of community residents and business owners to assist with this project. The Steering Committee members will not necessarily have any technical knowledge or specific financial stake in the outcome of the project but are generally interested in the City's well-being. The Steering Committee is an important method of gathering input, akin to a standing focus group, but will not be steering the process or directing the consulting team's efforts. From consistent engagement with the City's Steering Committees, we anticipate gaining input and preliminary feedback for different Key Deliverables prior to each community meeting and presentation to the City Council.

The selected consultant will meet with the Steering Committee at least every four weeks throughout the project to solicit feedback and ensure that the best interests of the community are being acknowledged and addressed.

## **2.5 Community Meetings (minimum 5)**

Initial community meetings will need to help educate the public at large about what the Comprehensive Plan does, how it is arranged, and why it is relevant to them. Later meetings will need to gather input on defining issues and alternatives, build community consensus, and provide meaningful avenues for input from the community.

The City does not have a predetermined maximum number of community meetings for this project but acknowledges that several community meetings will be necessary prior to the adoption process. Proposers should include relevant information regarding the scheduling and



frequency of community meetings. Any information related to cost, including a breakdown of the cost per community meeting, should be contained within the sealed cost proposal.

The City envisions a series of meetings, workshops, and charrettes that the consultant will be expected to facilitate. Each meeting should provide an educational component to the public on the City's comprehensive planning process to date and the visioning needed for the City. The City's goal is to ensure maximum involvement from the public through a facilitator-guided process.

#### Meeting Series #1 (minimum of 2)

During this meeting series, the consultant will provide an overview of the City's comprehensive planning process to date and goals of the planning project including what items will be addressed and those that will not. Furthermore, the consultant shall be responsible for educating the residents on the purpose and intent of comprehensive/long-range planning.

A map of the city will be hung in the chosen meeting space and a sign-up sheet will be provided so that residents can sign up to receive notifications and participate in future events.

#### Meeting Series #2 (minimum of 2)

The number of interested residents who sign up during the first meeting series will determine the number of meetings held during the second meeting series. During this meeting series, the consultant will again provide an overview of the City's comprehensive planning process to date and the goals of the character area planning project including what items will be addressed and those that will not, and also educate the attendees on the purpose and intent of comprehensive/long-range planning. The consultant will then be responsible for guiding and facilitating a discussion reviewing the future land use map and visioning exercises to develop the goals and recommendations for the area.

#### Special Focus Area Meetings (minimum of 2 per area)

During these meetings, the consultant will provide an overview of the Special Focus Area as part of the comprehensive planning process. Progress to date and goals of the Special Focus Area including what items will be addressed and those that will not. Furthermore, the consultant shall be responsible for educating the residents on the purpose and intent of comprehensive/long-range planning.

A map of the Special Focus Area will be hung in the chosen meeting space and a sign-up sheet will be provided so that residents can sign up to participate in future city events.

#### Planning Commission Hearing (minimum of 2)

Presentation of findings and recommendations to the City Planning Commission.

#### Final Meeting/City Council Hearing (minimum of 2)

Presentation of findings and recommendations to the Mayor and City Council for adoption.

## **2.6 Electronic Communications**

### **Interactive Website**

Consultant will develop and host a joint Comprehensive Plan and TSP project website ([www.mableton2045.org](http://www.mableton2045.org)) to be linked from the City website ([www.mableton.gov](http://www.mableton.gov)). The project website will serve as the primary information source, including at a minimum project



background, current/upcoming events, a process schedule, a document library, and an ongoing method for providing comments or input. The website should be used to communicate with the general public about why the Comprehensive Plan and TSP Update matters and how they can contribute to it. Consultants will create a project overview video to introduce the Comprehensive Plan and TSP Update process in a readily understandable way. Consultant will work with City staff to regularly update the website to include access to draft work products, announcements about upcoming engagement events, results of previous engagement events and other project information as it is available. Consultant will develop a plan for transitioning web assets back to the City at the conclusion of the project. The URL, mableton2045.org .net and .com is owned by the City of Mableton.

For use as a communication tool and participation mechanism for the duration of the project, the consultant should create and host an interactive website. The website should include, at a minimum, project news and updates, participation information and opportunities, and project documents. The website should be updated both periodically throughout the project, in advance of each meeting, and within 48 hours of any major meeting or project milestone with photos, documents, and other relevant information.

### **Newsletter Articles**

The City will periodically produce an electronic newsletter. Throughout the duration of the project, the consultant shall provide information to the City’s designated project manager for use in the newsletter.

### **“Mableton 2045” Email Project Updates**

The consultant should coordinate with the City’s designated project manager to send out project updates via email to attendees of community meetings and other interested stakeholders that have either “opted-in” or participated in the process. “Mableton 2045” emails should be sent within 48 hours of any community meeting.

### **Social Media**

The City and the Office of the Mayor maintains an official social media presence including, but not limited to Facebook, X (formally known as Twitter) and Instagram page. In advance of community meetings and other key project milestones, the consultant should provide information to the City’s designated project manager for use in the City’s social media outlets.

### **Public Hearings and Adoption Process**

A “final draft” of all key deliverables, as listed in the following section, will be prepared prior to the consideration and adoption process, where appropriate, by all appropriate boards including the City’s Planning Commission and the City Council.

The consultant will be responsible for incorporating any changes that are made as a part of the formal adoption process.

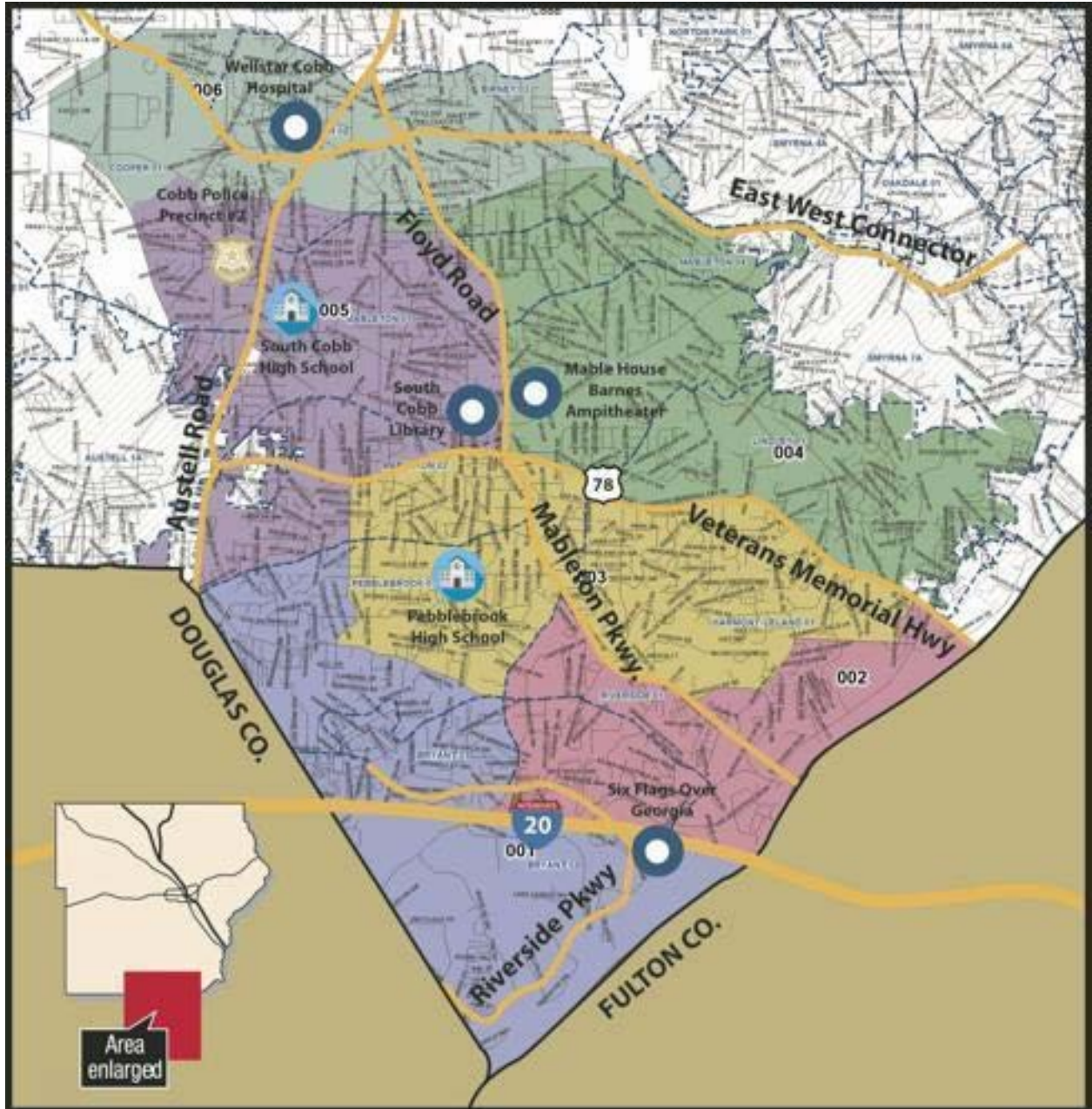
## **KEY DELIVERABLES**



1. Meeting strategy and schedule memo detailing recommended dates and times over a 12-month project period.
2. A summary of public hearings, stakeholder interviews, Steering Committee meetings, Technical Advisory Committee meetings, surveys and other forms of input for use in developing the final recommendations.
3. Draft and Final versions of the Comprehensive Plan with dedicated sections for the designated Special Focus Areas.
4. All graphics and other materials required to conduct workshops/charrettes.

## **FINAL PRODUCTS**

The final versions of all Key Deliverables, as listed in the preceding section, shall be provided to the City of Mableton in both digital (email) and paper format (mail). One (1) digital copy of the completed, and adopted (if applicable), documents in Word (or some other editable format) and PDF. Any prepared graphics or illustrations will also be provided in both digital and paper format. A minimum of nine (9) bound copies of the final products shall be provided. Final document shall be provided in both English and Spanish.







## AGENDA ITEM MEMORANDUM

Pension Plan Recommendation

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**MEETING OF: June 26**

**DEPARTMENT: City Clerk/City Manager**

**ISSUE/AGENDA ITEM TITLE: A RESOLUTION OF THE CITY OF MABLETON GEORGIA AUTHORIZING THAT THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM TO MOVE FORWARD WITH OFFICIAL DOCUMENTS TO ESTABLISH CITY OF MABLETON'S DEFINED BENEFIT PLAN AND 457 PLAN**

### **BACKGROUND/SUMMARY:**

Information submitted by City Clerk Susan Hiott. The Council authorized GMA to assess the feasibility of a pension plan for the City of Mableton's council members and staff. GMA and Segal Actuarial Studies reveal two options for a Defined Pension benefit with either a multiplier of 1.5 or 2.0. Council will need to decide which option to choose for the city's plan.

The options of either the 2% Multiplier, Normal Retirement Age of employees 62.5 and 62 for officials; Early Retirement 55+10; Vesting 100% after 5 years and officials immediate, Cost of Living Variable 50% and a 457 Plan.

### **BUDGETED/FINANCIAL IMPACT – FUND:**

Details attached in the Segal Actuarial Study

### **RECOMMENDATION:**

Recommend moving forward with the process of adoption of the 2% multiplier. *Further Suggest this item be included in a full future work session to allow for questions to GMA and perhaps Segal by the council and city clerk, manager, attorney, and HR services firm to be clear on how the pension is to be presented to future employees and/or council members.*

### **Motion:**

**I MOVE TO APPROVE RESOLUTION OF THE CITY OF MABLETON GEORGIA AUTHORIZING THAT THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM TO MOVE FORWARD WITH OFFICIAL DOCUMENTS TO ESTABLISH CITY OF MABLETON'S DEFINED BENEFIT PLAN AND 457 PLAN**

**ATTACHMENTS - Resolution and Segal Actuarial Study**

**A RESOLUTION OF THE CITY OF MABLETON GEORGIA AUTHORIZING THAT  
THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM TO MOVE  
FORWARD WITH OFFICIAL DOCUMENTS TO ESTABLISH CITY OF  
MABLETON'S DEFINED BENEFIT PLAN AND 457 PLAN**

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

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

**WHEREAS**, the City of Mableton is a member of the Georgia Municipal Association; and

**WHEREAS**, GMA provides local governments with the opportunity to offer their employees access to life, health, and vision insurance and post-employment retirement options; and

**WHEREAS**, on January 24, 2024, following review of proposed retirement plans, Mayor and Council authorized the Mayor to approve a cost study for a retirement benefit package offered by the Georgia Municipal Association; and

**WHEREAS**, the Georgia Municipal Association asked their actuaries of the Segal Firm to calculate the cost of establishing a new retirement plan for Employees and Elected Officials of the City of Mableton.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing authority of the City of Mableton, Georgia, as follows:

**Section 1.** Per GMA and Segal Cost Study Documents as shown in Exhibit A that Mayor and Council Authorize GMA's Georgia Municipal Employees Benefit System draw up an ordinance that serves as the adoption agreement with all of the plan details for further adoption at a regularly held meeting.

**Section 2.** That plans include the Defined Benefit Plan with a 2% Multiplier, Normal Retirement Age of employees 62.5 and 62 for officials; Early Retirement 55+10; Vesting 100% after 5 years and officials immediate, Cost of Living Variable 50% and a 457 Plan.

**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**, this 26th day of June, 2024.

ATTEST:

CITY OF MABLETON, GEORGIA:

\_\_\_\_\_  
Susan D. Hiott, City Clerk

\_\_\_\_\_  
Michael Owens, Mayor

APPROVAL AS TO FORM:

\_\_\_\_\_  
Emilia Walker-Ashby

May 24, 2024

Michelle Warner  
Director of Retirement Field Services and Defined Contribution Programs  
Georgia Municipal Association  
201 Pryor Street, SW  
Atlanta, Georgia 30303

**Re: New Plan Study for the City of Mableton**

As requested, we have calculated the cost of establishing a new retirement plan for Employees and Elected Officials of the City of Mableton. The City provided participant census data for 20 positions and earnings for Regular Employees and 7 Elected Officials. For the Regular Employees, Segal assumed dates of birth of October 5, 1979 to match the average date of birth for participants in the GMEBS plans, as of January 1, 2024.

As requested, the study covers two scenarios with the following differences:

- 1) 1.50% Employee benefit multiplier
- 2) 2.00% Employee benefit multiplier

The full proposed plan provisions are provided in Exhibit 1.

The assumptions and methods used to develop these results are summarized in Exhibit 2. These are consistent with the funding policy approved by the GMEBS Board of Trustees.

The assumptions and methods used to develop these results are summarized in Exhibit 2. These are consistent with the funding policy approved by the GMEBS Board of Trustees.

Exhibit 3 shows the development of the recommended contribution for the proposed plans for the fiscal year beginning July 1, 2024, using a January 1, 2024 valuation date, with participant data and asset information assumed to be as of January 1, 2024.

The results in Exhibits 3 assume that participants will not be given an opportunity to purchase service and that employee contributions will not be required. Therefore, as directed by GMA, we have assumed Tier 4 administrative expenses of \$9,000 plus \$66 per active and terminated vested participant, plus \$78 per retiree and beneficiary, plus 0.06% of the market value of assets.

This study was prepared in accordance with generally accepted actuarial principles as prescribed by the Actuarial Standards Board and the American Academy of Actuaries at the request of GMA to assist the City of Mableton.

The actuarial calculations included in this study were performed under our direction. We are members of the American Academy of Actuaries and we meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of our knowledge, the information supplied in this study is complete and accurate.

This document has been prepared for the exclusive use and benefit of GMA and the City of Mableton, based upon information provided by the GMA that was made available to Segal at the time this document was created. Segal makes no representation or warranty as to the accuracy of any forward-looking statements and does not guarantee any particular outcome or result. Except as may be required by law, this document should not be shared, copied or quoted, in whole or in part, without the consent of Segal. This document does not constitute legal, tax or investment advice or create or imply a fiduciary relationship. You are encouraged to discuss any issues raised with your legal, tax and other advisors before taking, or refraining from taking, any action.

If you have any questions or need additional information, please let us know.

Sincerely,



Jeanette R. Cooper, FSA, FCA, MAAA, EA  
Vice President and Consulting Actuary



Malichi S. Waterman, FCA, MAAA, EA  
Vice President and Consulting Actuary

**City of Mableton**

**Summary of Plan Provisions**

<b>Effective Date</b>	1-1-2024*
<b>Eligibility Requirement</b>	Employees: no waiting period Officials: no waiting period
<b>Employee Contributions</b>	none
<b>Normal Retirement Age</b>	Employees: 62.5 Officials: 62
<b>Early Retirement</b>	55+10
<b>Benefit Formula</b>	Employees: 1.50% or 2.00% Officials: \$50
<b>Final Average Salary</b>	60 months
<b>Vesting</b>	Employees: 100% after 5 years Officials: Immediate
<b>Death Benefits</b>	Auto A Terminated vested Auto A
<b>Disability Minimum</b>	20%
<b>Cost-of-Living</b>	Variable not to exceed 5.00%
<b>Other</b>	Prior service does not apply for benefit computation, vesting, or eligibility.

\*New Plan as of 1-1-2024

**City of Mableton**

**Valuation Actuarial Assumptions and Actuarial Cost Method**

The methods and assumptions used were approved by the Board in December 2019 based on the results of an actuarial experience study for the period January 1, 2015 through June 30, 2019 conducted by Segal in November and December of 2019.

**Mortality Rates:**

*Healthy retirees and beneficiaries:*

Sex-distinct Pri-2012 head-count weighted Healthy Retiree Mortality Table with rates multiplied by 1.25

*Disabled participants:*

Sex-distinct Pri-2012 head-count weighted Disabled Retiree Mortality Table with rates multiplied by 1.25

*Active participants, terminated  
vested participants, and  
deferred beneficiaries:*

Sex-distinct Pri-2012 head-count weighted Employee Mortality Table

*Plan termination basis (all lives):*

1994 Group Annuity Reserving Unisex Table

The mortality tables (other than the one used for the plan termination basis) are projected generationally from 2012 to future years using 60% of the sex-distinct improvement rates under the 2019 OASDI Trustees Report used for the intermediate alternative.

**Annuitant Mortality Rates:**

<b>Age</b>	<b>Rate (%)</b>			
	<b>Healthy Male</b>	<b>Healthy Female</b>	<b>Disabled Male</b>	<b>Disabled Female</b>
55	1.00	0.62	3.01	2.09
60	1.32	0.82	3.28	2.45
65	1.64	1.15	3.97	3.02
70	2.54	1.75	5.39	3.95
75	4.20	2.96	7.74	5.47
80	7.11	5.17	11.50	7.99
85	12.11	8.98	17.33	12.33
90	20.41	15.57	25.65	20.14

**Mortality and Disability Rates before Retirement:**

<b>Age</b>	<b>Rate (%)</b>			
	<b>Male Mortality</b>	<b>Female Mortality</b>	<b>Male Disability</b>	<b>Female Disability</b>
20	0.06	0.02	0.03	0.02
25	0.06	0.03	0.03	0.03
30	0.06	0.03	0.03	0.03
35	0.08	0.04	0.03	0.03
40	0.09	0.06	0.07	0.04
45	0.12	0.08	0.11	0.06
50	0.18	0.12	0.17	0.09
55	0.29	0.18	0.25	0.18
60	0.44	0.27	0.33	0.28



**Turnover Rates:**

Years of Service	Rate (%)	Years of Service	Rate (%)	Years of Service	Rate (%)
0 but less than 1	26.5	6 but less than 7	10.5	12 but less than 13	5.7
1 but less than 2	20.5	7 but less than 8	9.5	13 but less than 14	5.3
2 but less than 3	18.5	8 but less than 9	8.5	14 but less than 15	4.9
3 but less than 4	16.5	9 but less than 10	7.5	15 or more years	4.5
4 but less than 5	14.5	10 but less than 11	6.5		
5 but less than 6	12.5	11 but less than 12	6.1		

*Rates end upon eligibility for retirement.*

**Retirement Rates:**

*The table below is based on a given participant's age when they first become eligible for regular or alternative normal retirement. Rates do not apply if the participant is not eligible for either early or normal retirement.*

Age	NRA attained before 60	NRA attained between 60 and 64	NRA attained after 64
Under 55	3%/10% <sup>1</sup>	3%	0%
55-59	3%/10% <sup>1</sup>	3%	5%
60	20%	3%/10% <sup>2</sup>	7%
61	25%	10%	7%
62	35%	10%	20%
63	40%	10%	10%
64	45%	10%	10%
65	50%	35%	35%
66-71	25%	25%	25%
72 & over	100%	100%	100%

*The rates above are adjusted in the year the participant achieves NRA. If the NRA is under 60, the adjustment is +10%, if the NRA is 60 or 61, the adjustment is +20%, if the NRA is 62, 63, or 64, the adjustment is +30%, and if the NRA is 65 or over, there is no adjustment.*

<sup>1</sup> 3% prior to normal retirement eligibility, but 10% plus adjustment after normal retirement eligibility

<sup>2</sup> 3% if NRA is between 62 and 64, but 10% plus adjustment if NRA is 60 or 61

**Retirement Age for Inactive**

**Vested Participants:** 65

**Form of Payment** Life Annuity

**Unknown Data for Participants:**

Same as those exhibited by Participants with similar known characteristics. If not specified, Participants are assumed to be male.

**Percent Married:** 100%

**Age of Spouse:** Females three years younger than males

**Benefit Election:** All participants are assumed to elect the life annuity form of payment and the valuation includes the 36 months of guaranteed benefits. On a system-wide basis, the optional forms of payment are essentially actuarially equivalent.

**Net Investment Return:**

On-going basis: 7.375%- On-going basis, based on long-term expected rate of return on pension plan investments

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The difference between the resulting rate and the rate on the ongoing basis is a margin for adverse deviation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of March 31, 2022 (see the discussion of the pension plan's investment policy) are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Domestic equity	45%	6.91%
International equity	20%	7.21%
Domestic fixed income	20%	1.61%
Real estate	10%	3.61%
Global fixed income	5%	1.67%
Cash	<u>0%</u>	
Total	100%	

---

**Inflation:** 2.25%

**Salary Increases:**

<u>Years of Service</u>	<u>Annual Rate (%)</u>
0-1	8.50
2	5.50
3	5.25
4	5.00
5	4.75
6	4.50
7	4.25
8	4.00
9	3.75
10-11	3.50
12-14	3.25
15 or more	3.00

Note the above rates include inflation of 2.25%.

**Social Security Wage Base Increase:** 2.25%

**Cost of Living Adjustment:** 2.25%

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**Administrative Expenses:**

Base fee - \$9,000  
Per active and terminated vested participant - \$99  
Per retiree and beneficiary - \$78  
Percentage of the market value of assets – 0.06%

**Actuarial Value of Assets:**

Sum of the actuarial value at the beginning of year and the cash flow during year plus the assumed investment return, adjusted by 10 percent of the amount that the value exceeds or is less than the market value at end of year. The actuarial value is adjusted, if necessary, to be within 20% of market value. The actuarial value was set to the market value for the initial valuations.

**Actuarial Cost Method:**

Projected Unit Credit Cost Method. Normal Cost and Actuarial Accrued Liability are calculated on an individual basis and are allocated by service.

**Models**

Segal valuation results are based on proprietary actuarial modeling software. The actuarial valuation models generate a comprehensive set of liability and cost calculations that are presented to meet regulatory, legislative and client requirements. Our Actuarial Technology and Systems unit, comprised of both actuaries and programmers, is responsible for the initial development and maintenance of these models. The models have a modular structure that allows for a high degree of accuracy, flexibility and user control. The client team programs the assumptions and the plan provisions, validates the models, and reviews test lives and results, under the supervision of the responsible actuary.

**Amortization:**

The amortization of the unfunded actuarial accrued liability is level dollar over 30 years for the initial unfunded accrued liability, 15 years for actuarial gains and losses, 10 years for temporary retirement incentive programs, and 30 years for actuarial assumptions and cost methods. Generally, other plan changes are amortized over 20 years. However, if the funded percentage, measured using the actuarial value of assets and the actuarial accrued liability, is below 80%, the amortization period is shortened. Specifically, if the funded percentage is at least 70% but less than 80%, the amortization period is 15 years and if the funded percentage is less than 70%, the amortization period is 10 years. The total amortization must be within a corridor of the 10-year and the 30-year amortization of the unfunded/(surplus) actuarial accrued liability. In a year when the 10-year or 30-year corridor applies, the following year, the prior year bases are combined into one 10-year or 30-year base.

**Asset Data:**

Assets as of January 1, 2024 were assumed to be \$0.

**Participant Data:**

The primary source of participant data for the current valuation is a list of eligible positions and salaries for employees and census data for all elected officials which were prepared by the employer as of January 1, 2024.

**Exhibit 3**

**City of Mableton  
New Plan Study**

<b>Description</b>	<b>Proposed Defined Benefit Plan as of January 1, 2024<sup>1</sup></b>	<b>Proposed Defined Benefit Plan as of January 1, 2024<sup>1</sup></b>
<b>Benefit Multiplier</b>	<b>1.50%</b>	<b>2.00%</b>
Active Employees	13	13
Elected Officials	7	7
Deferred Vested Participants	0	0
Participants in Payment Status	0	0
Assumed Payroll	\$1,286,043	\$1,286,043
Average Valuation Payroll	\$98,926	\$98,926
Average Age	45.7	45.7
Average Eligibility Service	0.0	0.0
Average Benefit Service	0.0	0.0
Actuarial Accrued Liability (AAL)	\$16,186	\$16,186
Actuarial Value of Assets	<u>0</u>	<u>0</u>
Unfunded AAL	\$16,186	\$16,186
Percent Funded	0.00%	0.00%
Total Mid-year Benefit Normal Cost	\$47,351	\$57,698
Mid-year Administrative Expenses	10,320	10,320
Expected Employee Contributions	<u>0</u>	<u>0</u>
Mid-year Employer Normal Cost	\$57,671	\$68,018
Mid-year 30-Year Amortization of the Unfunded AAL	<u>\$1,307</u>	<u>\$1,307</u>
Recommended Mid-Year Contribution	\$58,978	\$69,325
Adjustment to Fiscal Year	<u>\$2,136</u>	<u>\$2,511</u>
<b>Annual Recommended Contribution beginning July 1, 2024<sup>2</sup></b>	<b>\$61,114</b>	<b>\$71,836</b>
Recommended Contribution as a % of Expected Payroll	4.70%	5.52%

<sup>1</sup> All results are estimated from census data provided to Segal. Results are based on a January 1, 2024 valuation date.

<sup>2</sup> Payment assumed as of middle of the year. Fiscal year is assumed to begin July 1, 2024.

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

April 23, 2024

RE: 6116 Mableton Parkway SE, Suite 144

Dear Mr. Tanks:

American Engineers, Inc. (AEI) appreciates the opportunity to submit a proposal to the City of Mableton for the Interior Concept Design and Project Management for 6116 Mableton Parkway SE, Suite 144 Project. We conducted a field visit on April 19, 2024 to gain an understanding of the site conditions. Below is our scope based upon the provided concept and meeting the project goals.

**Scope of Services**

- Project Management and Advanced Concept – AEI along with our teaming partners at Turner & Townsend Heery will conduct project management to take the project through the concept phase. This will include the cost of the Architect as-building the existing Suite 144. Based on Client/Designer site meeting the intent is to provide field documentation and conceptual floor plan designs for a proposed tenant build-out for the City of Mableton code enforcement department. This design will go through the Schematic Design Phase and will be checking ADA requirements and building code requirements. Approximate suite size is 1,600sf and proposed program is as follows:
  - i. Entry lobby with plan intake desk
  - ii. Conference room (6-8 people) with TV
  - iii. Bullpen – min 4 cubicles
  - iv. Secure storage room
  - v. Break room (single bowl sink, microwave, refrigerator, small table and chairs)
  - vi. Two (2) single user restrooms
  - vii. Possible use of exterior “patio” for staff break area

**Total = \$6,900.00**

If you have questions or need additional information regarding this letter, please do not hesitate to contact me.

Sincerely,

**AMERICAN ENGINEERS, INC.**



Chad R. Kastner  
Director of Program Management

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**MEETING OF:** June 26th

**DEPARTMENT:** Communications/City Manager

**ISSUE/AGENDA ITEM TITLE:** Communications Interim services

**BACKGROUND/SUMMARY:**

Council members have expressed an interest in establishing a communications profile with their constituents and the community at large. The City Manager has investigated the communication services of other cities and communications contractors to get a solid assessment of the market value of professional communication services. Chit Chat Communications has presented the most reasonable and responsive proposal to date and has the experience and ability to establish the appropriate communications profile in an interim manner until a communications director is hired.

**BUDGETED/FINANCIAL IMPACT – FUND:**

The monthly fee for services would be \$5500. The salary for a communications director has a base (low end of the approved salary) of 86k/year which equals \$7166/month

**100-5.1300.51.1100** REGULAR EMPLOYEES (PLUS COMM DIRECTOR) 132,981.33

**RECOMMENDATION:** Recommend hiring Chit Chat Communications for interim communications services to include:

- Create a monthly online newsletter to keep the City of Mableton, GA., constituents and stakeholders informed about the development of the city and its leadership
- Create and maintain social media platform(s), posting two - three times a week, for the City of Mableton, GA., constituents and stakeholders to be kept abreast of activities and happenings (including festivals, roadblocks, detours, etc.) throughout the City of Mableton in doing so, Chit Chat Communications, will:
  - Create an editorial calendar for both the newsletter and social media account(s)
  - Gather content (including information, photos & video), from various City departments, City Council members, Mayor, County and community at-large

- Write / transcribe information to include in the newsletter and social media posts
- Take photos and video footage for both newsletter and social media
- Design newsletter
- Distribute online newsletter to coordinate, develop, implement and maintain a plan of action for both an online newsletter and social media campaign(s), in addition to the monthly fee for online newsletter application to distribute to up to 40,000 constituents & stakeholders in the City of Mableton, GA., will be a monthly fee of \$5,000-\$5,500.

**Motion:**

Authorization for the Mayor to execute an agreement with Chit Chat Communications for Professional Communication Services for an amount not to exceed \$6000/month.

**ATTACHMENTS**

1. Original Proposal from Chit Chat Comms
2. Promotional Flyer from Chit Chat Comms



**Bridging the gap between you and your public...**

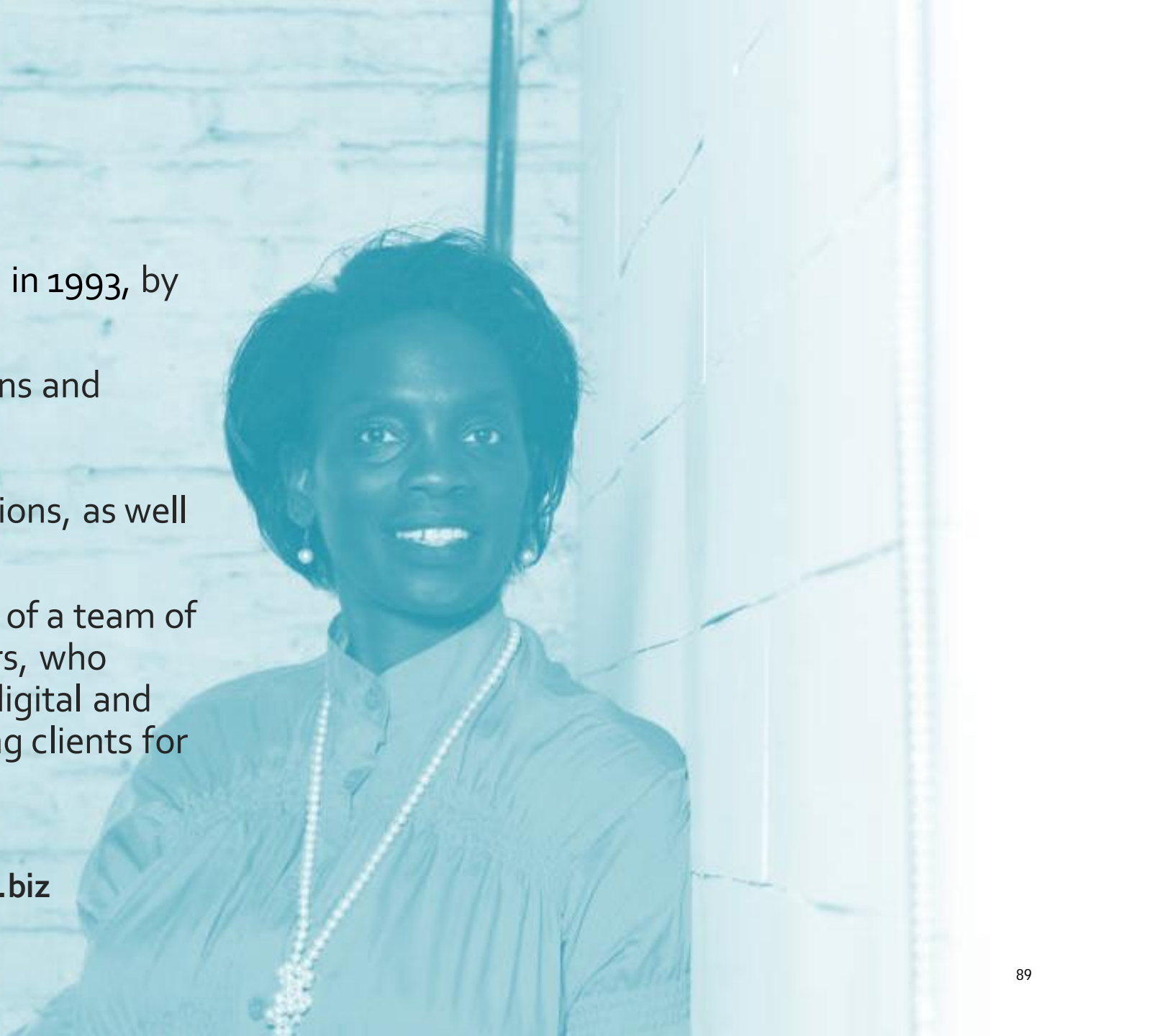
**[www.chitchatcommunications.biz](http://www.chitchatcommunications.biz)**

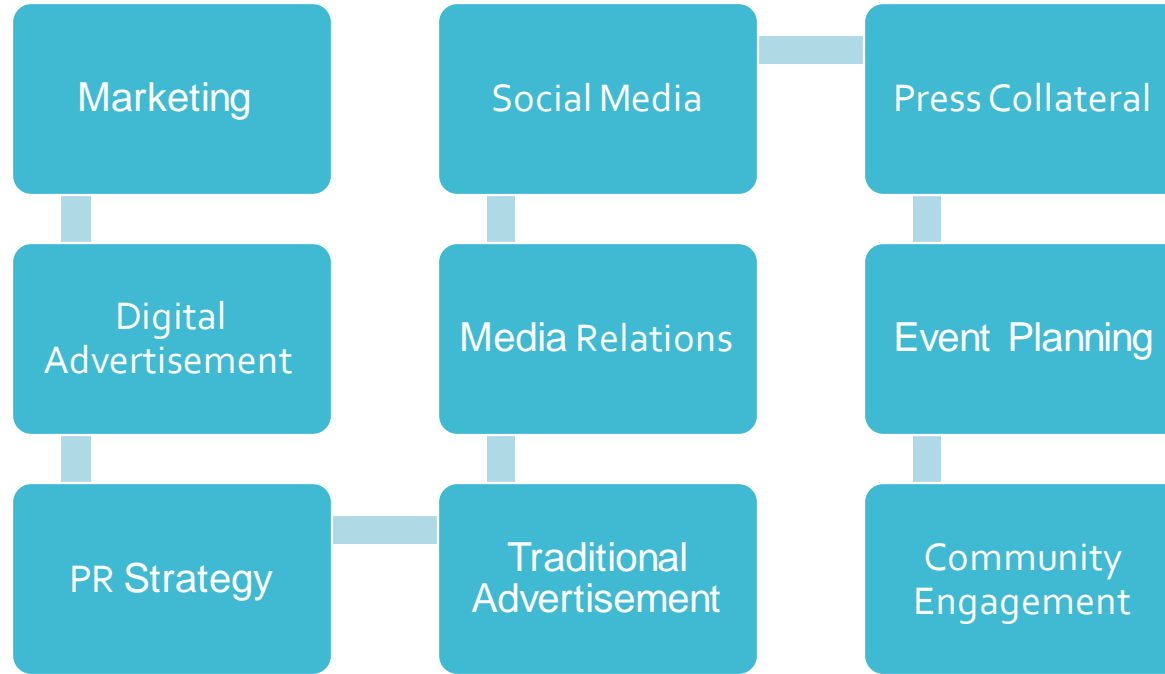
**(404) 319-2130**



- Chit Chat Communications was founded in 1993, by Carla Morrison.
- The company has handled public relations and marketing for formidable clients in government, entertainment, sports, publishing, cultural & educational institutions, as well as the nonprofit sector.
- Chit Chat Communications is comprised of a team of professionals, from gen Z to baby boomers, who specialize in strategic branding, through digital and traditional marketing methods; positioning clients for maximum exposure to engage with their targeted audience.

- [www.chitchatcommunications.biz](http://www.chitchatcommunications.biz)





# Services

# Specialized Services

Strategic Branding

Media Relations (Television, Radio & Print)

Crisis Communications

Social Media

Writing

Community Engagement (in-person and online)



Chit Chat Communications  
www.chitchatcommunications.biz

- Clientele:
- Attorneys
  - Authors
  - Cultural institutions
  - Entertainment
  - Festivals
  - Government
  - HBCU Symposium
  - Healthcare
  - Higher educational institutions
  - Nonprofit organizations
  - Restaurants
  - Sport figure(s)



Friends of Auburn Avenue Research Library (FOAARL)  
22<sup>nd</sup> Annual Book Fair & Literary Festival  
October 2<sup>nd</sup> 2022  
10am - 4pm  
Free and open to the public  
4327 Family Street  
Auburn Avenue Research Library, Auburn Avenue  
Literature, Education, Community  
Culture and History

**Featured Authors**

David Alonzo, Jillean Bradford, K. Dwanette Butler, Aaron Dural, Vanessa Fortberry, David Marshall, Marvella, Francis Minter, Jonathan James, Faith to Law, Justin Maple

**THE BALTIMORE TIMES**

CSAA  
BSUNAA Bulldogs in Baltimore... Home Again  
By Submitted by the Baltimore Times - February 10, 2022

**The Atlanta Journal-Constitution**

Pan African Festival

Share News & Events

RECENT

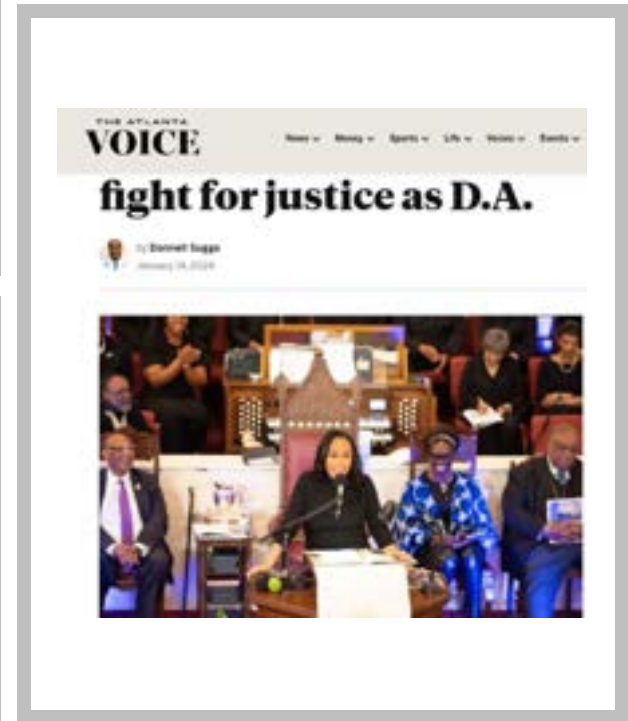
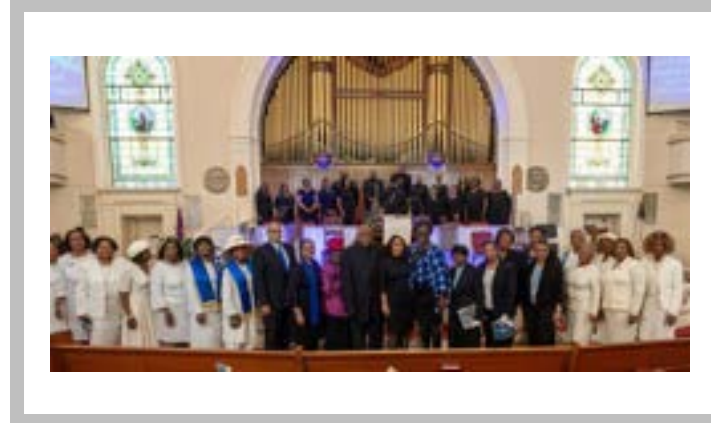
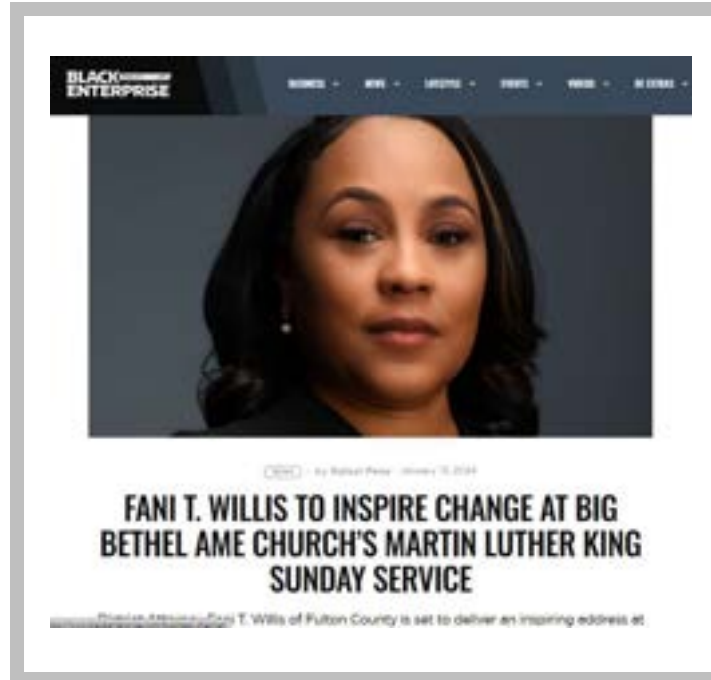
Share News & Events

RECENT

# Big Bethel African Methodist Episcopal Church Martin Luther King Sunday Service

Collaborated and facilitated the historic speaking engagement of **Fulton County District Attorney Fani Willis** at the **Historic Big Bethel AME Church**.

Garnered nationally and international media coverage of the historic speaking engagement of **Fulton County District Attorney Fani Willis** at the **Historic Big Bethel AME Church**.



# Associated Press



# The Final Call



# Social Justice

# Mr. Everything Cafe

The Atlanta Journal-Constitution

Food & Dining Food & Drink Dining Dining Guides Openings & Closings

RESTAURANT NEWS

## Mr. Everything Cafe in Atlanta celebrates 30 years and its grand reopening

Atlanta staple moves across the street and adds a full bar.



Mr. Everything Cafe will celebrate relocating to its newest location at 1807 Martin Luther King Jr. Drive and 30 years of business on Wednesday, Dec. 30, 2023.



FOX 5 MONICA SMITH MRS. EVERYTHING  
foxatlanta.com 5:40 4,746.75 FOX MAN KILL

Burgers with Buck: Mr. Everything

The "Mr. Everything Café" Grand Re-Opening and 30th Anniversary Celebration is Welcomed by th



staple serves customers homemade 30 years




ATLANTA STAPLE SERVES CUSTOMERS FOR 30 YEARS

WJLA at 5:07 PM EST | Updated On: 12/30/23 at 5:07 PM EST

Atlanta staple serves customers homemade meals for last 30 years



ATLANTA STAPLE SERVES CUSTOMERS FOR 30 YEARS RST

A portrait of Stacey Abrams, a Black woman with short, curly dark hair, smiling warmly. She is wearing a teal-colored top, a gold necklace, and gold hoop earrings. The background is a soft, out-of-focus blue.

Stacey Abrams  
Gubernatorial Candidate speaks at Big Bethel AME  
**Social media marketing – Results: 5.5K views**



## AJC placement

— Media results

Mayor Keisha Lance-Bottoms with  
FAMU President Robinson and  
alumni during Inauguration



# Morehouse another Atlanta link to new Smithsonian black museum



← Caption

Media Results:

Media partnership – Radio One (Baltimore, MD)

Publicity – AJC Placement

Social media

Direct Email

Publicity fee

\$250 hourly (Minimum of 10 hours)

A la carte

Biography: \$500

Press Release: \$350

Fact sheet: \$250

Electronic Press Kit: \$1,750 (starting)

Comprehensive plan: \$3,500 - \$7,500

Monthly retainer: \$4,500 - \$10,500  
(Minimum of three months)

Contact: Carla Morrison

(404) 319-2130

[www.chitchatcommunications.biz](http://www.chitchatcommunications.biz)

• Chit Chat Communications will create & implement a comprehensive strategic public relations/media/marketing plan for the overall company:

- Develop written collateral for press
- Facilitate photo shoot
- Identify and market to specific customers in targeted area(s)
- Identify both mainstream media outlets for local and national coverage
- Facilitate interviews/ media coverage of special events, new products, etc.
- Facilitate traditional media & social media partnerships/sponsorships
- Develop advertising campaign (traditional & digital)
- Identify and invite high profile figures to attend special events
- Create a social media plan and strategically post content
- Managing social media influencers & their content
- Repost content of social media influencers
- Consult on media and social media approach
- Media training

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**MEETING OF:** June 26

**DEPARTMENT:** City Manager/City Clerk

**ISSUE/AGENDA ITEM TITLE:**

Amending the Council Meeting Calendar to reflect a Work Session meeting for July 22<sup>nd</sup> at 5:30 pm

**BACKGROUND/SUMMARY:**

As the city grows in operations and activities, the council will be faced with very important policy decisions. The decision process is enhanced when council members can ask critical questions in an environment conducive to learning and questions about potential agenda items. Currently the City of Mableton will need to give input for our Planning and Zoning (PZ) service transfer and the contractor has requested a work session. The City Manager desires to add to the PZ work session, reports from our HR firm, reports from the Financial Services firm, report on the pension decision, and possibly a presentation on the URA.

**BUDGETED/FINANCIAL IMPACT – FUND:**

No impact

**RECOMMENDATION:**

Recommend the council schedule a working session meeting for July 22<sup>nd</sup> at 5:30pm for the purpose of policy discussion related to Planning and Zoning services, Financial systems, HR systems, Pension Plan and the URA.

**Motion:**

Resolution to amend the council meeting schedule to include a City of Mableton Work Session for July 22<sup>nd</sup> at 5:30 pm.

**ATTACHMENTS**