CITY OF DOUGLASVILLE CITY COUNCIL COMMITTEES

Agenda - FINAL-Revised



THURSDAY, JUNE 13, 2019

5:00 PM

Conference Center, Board Room, 6700 Church Street

1. Call To Order

Mayor Rochelle Robinson

2. Public Safety Committee - Chairman Sam Davis

A. Interview candidates for a potential appointment to the Douglasville/Douglas County Animal Advisory Board.

3. Community & Economic Development Committee - Chairman Richard Segal

- A. Interview a candidate for a potential appointment to the Development Authority of the City of Douglasville.
- B. Interview Aaron Szarowicz, Community Outreach Coordinator, for a potential appointment as the City of Douglasville's representative to serve a 3- year term on the Board of Directors of the Cultural Arts Council of Douglasville/Douglas County.
- C. Staff report regarding an engagement letter with Dentons US LLP for legal services in connection with the City's proposed Tax Allocation District.
- 4. Other Business
- 5. Adjournment

1

Legislation Text

File #: 10480, Version: 1

Interview candidates for a potential appointment to the Douglasville/Douglas County Animal Advisory Board.

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ARTICLE XI. - ANIMAL ADVISORY BOARD

Sec. 5-110. - Animal advisory board.

- (a) Membership. The county animal advisory board is hereby created. The county animal advisory board shall be composed of eight (8) members. Five (5) members shall be appointed by the board of commissioners. Two (2) members shall be appointed by the City of Douglasville mayor and council. The remaining member shall be a veterinarian appointed by the remaining seven (7) members. A member of the county government services department will serve as secretary to the advisory board. Unless otherwise authorized by subsequent ordinance, the members of this advisory board shall serve without compensation.
- (b) Terms. Initially, three of the county's appointees and one of the city's appointees shall serve a one-year term. The remaining appointees shall serve a two-year term. All members shall thereafter serve two-year terms.
- (c) *Duties.* In addition to such other powers and duties as may be set forth in this chapter, the animal advisory board shall have the power and duty to:
 - Study animal related issues and make recommendations to the board of commissioners;
 - (2) Review and make recommendations to the board of commissioners regarding ordinances relating to the control and welfare of animals in the unincorporated county;
 - (3) Supply reports to the board of commissioners at such frequency as the board may require;
 - (4) Other duties as prescribed by the board of commissioners.

(Ord. of 5-1-07, § 1)

FOOTNOTE(S):

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Editor's note—An ordinance of May 1, 2007, § 1, amended the Code by repealing former art. XI, §§ 5-110 and 5-111, and adding a new art. XI. Former art. XI pertained to the animal control shelter committee, and was part of the original 1988 Code.

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Business Professional

- Intensely focused on prospect and client needs. Employ comprehensive product knowledge to quickly assess the clients desires and recommend appropriate solutions.
- > Consistent drive to delight the customer.
- > Extraordinarily adaptable to new products and selling situations.
- > Confident, innovative and determined team leader and team player.
- > Combines patience and persistence to pursue client and company goals.

EXPERIENCE

Proforma/Resolution Print Management

Owner and President

Owns and manages a business that provides printing and promotional products to client companies. The solutions are directed toward improving the client companies' communication and corporate image.

- > Manage all aspects of a small business.
- Established as a *Woman Owned* minority business in 2007.
- > Consistent sales growth year to year.
- > Servicing customers large and small in 5 states and three countries.

Linsco Private Ledger

Office Administrator LPL is a leading financial investment firm with over 6000 offices.

- Directed all branch activities and supervised other employees while focusing on providing sales and service of financial and security products.
- > Co-ordinate sales seminars to promote products and services.
- > Created and continue to update written job descriptions for office personnel
- Developed manual for all business office procedures, resulting in standardized operations.
- Schedule daily appointments, handle phone communication, greet clients, collect payments and post accurate record of office transactions and receipts into computer.

Medical Office Manager

Office Manager

Maintain all aspects of a small medical office.

- Patient scheduling.
- > Payment credit and collection.
- > Maintain supplies and equipment.

Bank Teller

EDUCATION

Tompkins Cortland Community College – Cortland, New York

1982-1984

1999- 2004

1984-1989

1989-1999

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2004- present

Keep Douglasville Beautiful Chairman	2019-present
Keep Douglasville Beautiful Board	2018-present
Douglas County Animal Control Advisory Board	2017-present
Penny McHenry Hydrangea Festival Committee	2016 -present
Douglasville Convention and Visitors Bureau	2010 - 2017
Douglasville Organization Committee	2009 – present
Douglasville Promotions Committee	2009-present
Cultural Arts Council Board of Directors	2012-2018
Cultural Arts Council Executive Board	2012-2018
Wolf Creek Home Owners Association Board	2005-present

Recipient of:

Douglas county Sheriff Citzens Law Enforcement Academy (CLEA) Certificate Spring 2019

City of Douglasville Better Together Certificate of Impact 2019

City of Douglasville Citzens Police Academy Certificate Fall 2018

The Douglasville Downtown Development Authority's Volunteer of the Year 2010

The City of Douglasville Convention & Visitors Bureau Spirit Award 2011

Michael Maurine

SUMMARY

Proven account executive with successful track record of sales, sales management and general management with a variety of food products companies. Exceptional customer relationship skills.

Sales Management	A\R Responsibilities
Branded & Private Label	All Channels of Distribution

PROFESSIONAL EXPERIENCE

THE LONG COMPANY

The Long Company is a cooperative of baking companies founded in 1900. Began as Sales & Purchasing Manager responsible for \$42mm of sales to members, promoted to President & CEO in Oct 2015

VENTURA FOODS

Leading packaged Fats & Oils Company selling a wide range of products from shortening & oils to mayo, salad dressing and margarine for many applications. National Accounts Manager calling on and currently selling industry leaders.

FLEISCHMANN'S YEAST

District Sales Manager responsible for sales of yeast and Benchmate brand bakery products to wholesale end-user accounts and foodservice and bakery distributors in Midwest district.

HORIZON MILLING div. CARGILL, INC.

Account executive in charge of sales of Commercial Big Bag flour (25-100#) to bakery and foodservice distributors and select wholesale bakeries. Territory included Southeast and Midwest.

FLEISCHMANN'S YEAST

District Sales Manager responsible for sales of yeast and Benchmate brand bakery products to wholesale end-user accounts and foodservice and bakery distributors in Midwest district.

2013-2018 (retired)

2007-2013

2003-2007

1994-1999

1999-2003

BEST BRANDS

1987-1994

General Manager of regional branches in Atlanta and Detroit. Responsible for all facets of branch operations and sales at multi-state bakery products manufacturer\distributor.

RESTAURANT AND BUSINESS MANAGEMENT

1977-1987

EDUCATION

Graduate University of Minnesota-Duluth, B.A. Sociology Accepted Hamline University School of Law

PROFESSIONAL TRAINING

Karass Negotiating Seminars Channels of Distribution AIB Basics of Baking Value Based Selling

AFFILIATIONS AND MEMBERSHIPS

American Society of Baking American Bakers Association Privy Council Allied Trades of the Baking Industry, Board member Charter Review Commission, City of Reynoldsburg, OH 2002 Legislation Text

File #: 10479, Version: 1

Interview a candidate for a potential appointment to the Development Authority of the City of Douglasville.

➡§ 36-62-5. Qualifications of directors; officers; compensation; expenses; bylaws; powers

(a) The directors shall be taxpayers residing in the county or municipal corporation for which the authority is created, and their successors shall be appointed as provided by the resolution provided for in <u>Code Section 36-62- 4</u>. The governing authority of a county or municipality may appoint no more than one member of the governing authority as a director.

(b) The directors shall elect one of their members as chairman and another as vice-chairman and shall also elect a secretary and a treasurer or a secretary-treasurer, either of whom may, but need not, be a director.

(c) The directors shall receive no compensation for their services but shall be reimbursed for their actual expenses incurred in the performance of their duties; provided, however, the directors of the development authority activated by counties having a population of 550,000 or more according to the United States decennial census of 1980 or any future such census shall be paid a per diem allowance to be determined by the governing authority of such counties for each day, or part thereof, spent in the performance of their duties.

(d) The authority may make bylaws and regulations for its governance and may delegate to one or more of its officers, agents, and employees such powers and duties as may be deemed necessary and proper.

(e)(1)(A) The provisions of <u>Code Section 45-10-3</u> shall apply to all directors of the authority, and a director of the authority shall not engage in any transaction with the authority.

(B) The provisions of paragraph (9) of <u>Code Section 45-10-3</u> and subparagraph (A) of this paragraph shall be deemed to have been complied with and the authority may purchase from, sell to, borrow from, loan to, contract with, or otherwise deal with any director or any organization or person with which any director of the authority is in any way interested or involved, provided (1) that any interest or involvement by such director is disclosed in advance to the directors of the authority and is recorded in the minutes of the authority, (2) that any interest or involvement by such director with a value in excess of \$200.00 per calendar quarter is published by the authority one time in the legal organ in which notices of sheriffs' sales are published in each county affected by such interest, at least 30 days in advance of consummating such transaction, (3) that no director having a substantial interest or involvement may be present at that portion of an authority meeting during which discussion of any matter is conducted involving any such organization or person, and (4) that no director having a substantial interest or involvement may participate in any decision of the authority relating to any matter involving such organization or person. As used in this subsection, a "substantial interest or involvement" means any interest or involvement which reasonably may be expected to result in a direct financial benefit to such director as determined by the authority, which determination shall be final and not subject to review.

(2) Nothing contained in paragraph (1) of this subsection or in <u>Code Section 45-10-3</u> shall be deemed to prohibit any director who is present at any meeting or who participates in any decision of the authority from providing legal services in connection with any of the undertakings of the authority or from being paid for such services.

(f) Each development authority shall provide to its respective county or municipal fiscal officer,

as the case may be, an audited financial statement if such audit has been required by the respective county or municipality within six months of the

§ 36-62-6. Powers of authorities

(a) Each authority shall have all of the powers necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including, but without limiting the generality of the foregoing, the power:

(1) To bring and defend actions;

(2) To adopt and amend a corporate seal;

(3) To make and execute contracts and other instruments necessary to exercise the powers of the authority, any of which contracts may be made with the county in which the authority is located or with any one or more municipal corporations in such county; each such county and all municipal corporations therein are authorized to enter into contracts with the authority;
(4) To receive and administer gifts, grants, and devises of any property and to administer trusts;

(5) To acquire, by purchase, gift, or construction, any real or personal property desired to be acquired as part of any project or for the purpose of improving, extending, adding to,

reconstructing, renovating, or remodeling any project or part thereof already acquired or for the purpose of demolition to make room for such project or any part thereof;

(6) To sell, lease, exchange, transfer, assign, pledge, mortgage, dispose of, or grant options for any real or personal property or interest therein for any such purposes;

(7) Except as otherwise provided in paragraph (7.1) of this Code section, to dispose of any real property for fair market value, regardless of prior development of such property as a project, whenever the board of directors of the authority may deem such disposition to be in the best interests of the authority if the board of directors of the authority prior to such disposition shall determine that such real property no longer can be used advantageously as a project for the development of trade, commerce, industry, and employment opportunities;

(7.1) Notwithstanding any other provision of this chapter to the contrary, to dispose of any real property for fair market value or any amount below fair market value as determined by the board of directors of the authority, regardless of prior development of such property as a project, whenever the board of directors of the authority may deem such disposition to be in the best interests of the authority if the board of directors of the authority prior to such disposition shall determine that such real property no longer can be used advantageously as a project for the development of trade, commerce, industry, and employment opportunities and if title to such real property is to be transferred to the state;

(8) To mortgage, convey, pledge, or assign any properties, revenues, income, tolls, charges, or fees owned or received by the authority;

(9) To appoint officers and retain agents, engineers, attorneys, fiscal agents, accountants, and employees and to provide for their compensation and duties;

(10) To extend credit or make loans to any person, firm, corporation, or other industrial entity for the planning, design, construction, acquisition, or carrying out of any project, which credit or loans shall be secured by loan agreements, mortgages, security agreements, contracts, and all other instruments, fees, or charges, upon such terms and conditions as the authority shall determine reasonable in connection with such loans, including provision for the establishment and maintenance of reserves and insurance funds; and, in the exercise of powers granted by this Code section in connection with a project for such person, firm, corporation, or other industrial entity, to require the inclusion in any contract, loan agreement, security agreement, or other instrument, of such provisions for guaranty, insurance, construction, use, operation,

maintenance, and financing of a project as the authority may deem necessary or desirable; (11) To acquire, accept, or retain equitable interests, security interests, or other interest in any property, real or personal, by mortgage, assignment, security agreement, pledge, conveyance, contract, lien, loan agreement, or other consensual transfer, in order to secure the repayment of any moneys loaned or credit extended by the authority; (12) To construct, acquire, own, repair, remodel, maintain, extend, improve, and equip projects located on land owned or leased by the authority or land owned or leased by others and to pay all or part of the cost of any such project from the proceeds of revenue bonds of the authority or from any contribution or loans by persons, firms, or corporations or any other contribution, all of which the authority is authorized to receive, accept, and use;

(13) To borrow money and issue its revenue bonds and bond anticipation notes from time to time and to use the proceeds thereof for the purpose of paying all or part of the cost of any project, including the cost of extending, adding to, or improving the project, or for the purpose of refunding any such bonds of the authority theretofore issued and to otherwise carry out the purposes of this chapter and to pay all other costs of the authority incident to or necessary and appropriate to such purposes, including the providing of funds to be paid into any fund or funds to secure such bonds and notes, provided that all such bonds and notes shall be issued in accordance with the procedures and subject to the limitations set forth in Code Section 36-62-8; (14) As security for repayment of authority obligations, to pledge, mortgage, convey, assign, hypothecate, or otherwise encumber any property, real or personal, of such authority and to execute any trust agreement, indenture, or security agreement containing any provisions not in conflict with law, which trust agreement, indenture, or security agreement may provide for foreclosure or forced sale of any property of the authority upon default, on such obligations, either in payment of principal or interest or in the performance of any term or condition, as are contained in such agreement or indenture. This state, on behalf of itself and each county, municipal corporation, political subdivision, or taxing district therein, waives any right which it or such county, municipal corporation, political subdivision, or taxing district may have to prevent the forced sale or foreclosure of any property of the authority so mortgaged or encumbered, and any such mortgage or encumbrance may be foreclosed in accordance with law and the terms thereof:

(15) If any authority authorizing an air transportation facility, to contract with any county or municipal corporation in the state; and any county or municipal corporation in the state is empowered to contract with any such authority to furnish air transportation services where such service is not otherwise in existence;

(16) To expend for the promotion of industry, agriculture, and trade within its area of operations any funds of the authority determined by the authority to be in excess of those needed for the other corporate purposes of the authority; and

(17) To do all things necessary or convenient to carry out the powers expressly conferred by this chapter.

(b) This Code section shall not be construed as authorizing an authority as defined in this chapter to exercise the power of eminent domain.

Don Watts

Objective: To obtain a position that utilizes my skills and experience as a veteran educator and to uniquely participate in the team goals of the perspective institution.

Status: Married. One son and daughter-in-law, 2 grandchildren

Employment History

January 2013-May2015---Clayton County Schools, Morrow GA Teacher of World History, Grades 9-12

July 2010- 2011---Paulding County High School, Dallas GA Assistant Principal, Teacher Evaluation, Student Discipline

July 2004-2010---East Paulding High School, Dallas, GA Assistant Principal, Testing Coordinator, Safety Coordinator

July 2002-2004---Hiram High School, Hiram, GA Assistant Principal and Athletic Director

June 1998-2002---Cullman High School, Cullman, AL Assistant Principal and Athletic Director

June 1990-May 1996---Cullman High School, Cullman, AL Taught Physical Education and Social Studies Grades 9-12 Head Varsity Boys Basketball Coach

August 1983-May 1990---Decatur High School, Decatur, AL Taught US History, Geography, and Health Assistant Varsity Basketball and Football Coach

August 1977-May 1983---Cullman Middle School, Cullman, AL Head Junior High Basketball and Assistant Football Coach

Certifications

Educational Administration & History: GA certificate #449514, through July, 2012

Education

University of Alabama, Tuscaloosa, AL

2009---Doctoral Degree in Educational Administration

Jacksonville State University, Jacksonville, AL 2004---Educational Specialist in Educational Administration

University of Alabama in Birmingham, Birmingham, AL 1990---Masters in Educational School Administration

Southern Benedictine College, Cullman, AL 1977---Bachelor's Degree in Social Studies and Physical Education

Warren County High School, McMinnville, TN High School Diploma

Administrative Duties and Responsibilities

- Testing Coordinator
- Safety Coordinator
- Conducted Staff Development
- Curriculum Planning
- RTI and 504 Coordinator
- School Improvement Plan
- Partners-In-Education Coordinator
- Discipline
- Teacher Assignments
- Textbooks
- Lockers
- Student Parking
- Buses and Bus Discipline
- Supervision

Experience

Administrative---13 years at high school level Teaching and coaching---24 years

Achievements

4.0 GPA in all classes above Master's Degree

Member of International Golden Key Club Teacher of the Month Yearbook Dedication Coach of the Year State Finalists in Boys Varsity Basketball

References

Dr. Pamela Pitts, Principal Morrow High School 2299 Old Rex Morrow Road Morrow, GA 30260

770-473-3241

Mr. Scott Viness, Former Principal East Paulding High School 3320 East Paulding Drive Dallas, GA 30157 770-445-5100

Mr. Charles Kuss, Director of Attendance Former Principal of East Paulding High School 3236 Atlanta Highway Dallas, GA 30132 770-443-8000



Legislation Text

File #: 10486, Version: 1

Interview Aaron Szarowicz, Community Outreach Coordinator, for a potential appointment as the City of Douglasville's representative to serve a 3- year term on the Board of Directors of the Cultural Arts Council of Douglasville/Douglas County.



Cultural Arts Council

Douglasville | Douglas County Responsibilities of a member of the Board of Director Effective July 1st, 2018

A Board of Director Member of the CAC agrees to the following:

1. Be an ambassador: Know the organization's mission, purpose, goals, policies, programs, services, strengths, and needs.

2. Maintain independence and objectivity and do what a sense of fairness, ethics, and personal integrity dictate, even though not necessarily obliged to do so by law, regulation, or custom.

3. As a board representative you are a reflection of the CAC and should be aware of how public comments might reflect on the organization. Social media and other public forums can also be a great tool to help expand the CAC's reach and increase its impact by: helping raise awareness about the mission and work of the Board and the council, building a sense of community among members and potential members, promoting the events and activities hosted by the CAC within our community, and more.

4. Be a dues-paying CAC member *(at your best level)* and provide personal annual and special financial support to CAC at levels that will inspire others to emulate that support.

5. Actively attend board meetings, events, and serve on committees. (*Please refer to Time Commitments for details*)

6. Be alert for opportunities to promote CAC and its programs and to capitalize on such opportunities.

7. Provide or otherwise secure introductions to persons or corporations who, by virtue of personal wealth or interest or other resources under their management, have potential for new or increased support for CAC.

8. Be available to work with staff to further the mission of CAC by volunteering for projects or providing advice or counsel on operations.

9. Follow established policies and procedures and organizational chain of command.

10. Communicate with Executive Director and Executive committee regarding personnel issues.

11. Maintain confidentiality of the Board's executive sessions, and speak for the Board or organization only when authorized to do so.

12. Never accept (or offer) favors or gifts from (or to) anyone who does business with the organization.

13. Bring goodwill and a sense of humor to the Board's deliberations.

Terms of Service

CAC Board members may initially serve a one-year term, renewable twice as a three-year term. After that, one year hiatus is required before possible re-election to the Board.

Time Commitment

CAC Board members should plan to attend a <u>minimum</u> of 8 Board of Directors meetings in each fiscal year. The Board member is permitted 2 absences. Please submit advance written notice of the absence to the

Executive Director. A board member must attend a committee meeting, outside of the regular committed meetings, to make up each absence of a Board of Directors Meeting.

Board members are obliged to per fiscal year:

• Join and actively participate in a minimum of (1) one committee; must attend over half of the committee meetings.

- Attend the mandatory Annual Meeting and Board Retreat
- Encouraged to attend (2) two Programs per year such as: Art Camp celebration of Success, Mad Hatter's Tea Party, Family ARTSventures, Etc.
- Encouraged to Attend (2) two exhibit receptions
- Attend (2) two fundraising events or active on committee
- Chair (or co-chair) at least (1) one event, unless prohibited by outside circumstances, within your (3) three year term contract.

Responsibilities of the Board of Directors (as a Group):

- 1. Ensure the Board meets its primary purpose to provide financial support and adequate resources for CAC.
- 2. Formulate and reaffirm CAC's philosophy and mission.
- 3. Draft and approve major policies and procedures.
- 4. Construct, approve and evaluate strategic and long-range plans.
- 5. Assess changing environments and challenges for CAC and approve adjustments as needed.
- 6. Evaluate management and committee's performance against stated goals.
- 7. Conduct self-evaluation of the Board's performance on an annual basis.
- 8. Review CAC's financial status with independent auditors.

9. Recruit and elect additional members of the CAC Board of Directors.

Clause: Any criteria that is not met will be reviewed by the executive committee.

Board of Director's Signature

Date

Aaron M. Szarowicz, MPA

PROFESSIONAL SUMMARY =

A public servant with 3+ years of experience in policy analysis, budget preparation and production of a variety of communication materials within the public sector. Always willing and able to find straightforward solutions to complex problems that enable elected officials to make the most informed decisions possible. The ability to build and maintain professional relationships, coupled with the knowledge of policy development and strong research ability offer a unique skill set to governmental organizations and the constituents they serve.

EXPERIENCE

CITY OF DOUGLASVILLE (Douglasville, GA) **Community Outreach Coordinator**

- Responsible for all media relations activities for the City as well as act as the Assistant Public Information Officer (PIO)
- Assists in the development and implementation of policies and procedures pertaining to City communications and compliance with legislation governing public information, records, and meetings
- Researches and compiles information for production of publications; analyzes data and identifies trends; summarizes that data and prepares reports and presentations for City Council
- Prepares speeches and/or talking points in regard to addresses made by Elected Officials about legislative topics as well as other information
- Coordination of community outreach programs, volunteer boards and commissions, and identifies creative ways to foster and maintain relationships with local, state, and regional partners

ICMA Local Government Management Fellow

- Generated and maintained the City's first five-year capital projects database that includes an in-depth description of City-wide capital projects as well as tracking the status of those projects as needed
- Composed travel and vehicle-use policies in order to align with the State of Georgia guidelines for employees traveling on municipal business. Presented final policy recommendations to City Council
- Play a critical role in the development and adoption of a performance-based budgeting process with the Finance Department
- Composed the monthly "News and Views from the Mayor" section of Chapel Hills News and Views on behalf of the Mayor
- Draft and prepare proclamations and resolutions to be presented by the Mayor and City Council
- Research, develop and create a Youth Council Program for the City, aiming to introduce and involve youth with government and community events inside the City and the Atlanta-Metro area
- Assisted in the creation, recruitment and placement of the first internship program within the City. Oversaw the intern placed in the City Manager's Office

CITY OF STURGIS (Sturgis, MI)

Summer Management Intern

- Experienced the total scope of city government functions through a ride-along with the Sturgis Police Department and fieldwork with the Department of Public Services in addition to daily responsibilities with the City Manager's office
- Researched and applied for Community Development Block Grants (CDBG) through the Michigan Economic Development Corporation (MEDC) to assist in funding potential projects throughout the City
- Developed various press releases to inform citizens about road closings, power outages, and special events happening throughout the City
- Analyzed the City's code of ordinances and fine schedule for civil infractions. Missing fine amounts were identified, updated, and presented to the City Commission for approval
- Researched municipalities' ordinances, presented findings, and provided ordinance recommendations to the City and Assistant City Managers to keep them abreast of best practices

WESTERN MICHIGAN UNIVERSITY (Kalamazoo, MI) Graduate Assistant – School of Public Affairs & Administration (SPAA)

- Updated and maintained all sections of the SPAA website utilizing the University's Content Management System (CMS)
- Facilitated the transition from paper applications to the electronic application system and ensured that all application requirements were clear to all applicants
- Represented SPAA at various networking fairs, consistently marketing the MPA program and facilitating the increase of enrollment of over 5%

PHILADELPHIA DISTRICT ATTORNEY'S OFFICE (Philadelphia, PA)

Intern – Family Violence and Sexual Assault Unit

- Assisted in case preparation by subpoenaing medical records, requesting arrest records, and obtaining complainant and witness interview records
- 21 Analyzed over 120 hours of recorded prison phone conversations and submitted findings to the assigned Assistant District Attorney, leading to multiple convictions

March - August 2015

July 2018 - Present

July 2016 - July 2018

January 2014 – June 2016

January – May 2011

Aaron M. Szarowicz, MPA

=PROFESSIONAL MEMBERSHIPS AND AWARDS=

CULTURAL ARTS COUNCIL OF DOUGLASVILLE | DOUGLAS COUNTY Board member since August 2018

CITY-COUNTY COMMUNICATIONS & MARKETING ASSOCIATION (3CMA) Member since July 2018

DOUGLAS COUNTY CHAMBER OF COMMERCE

AMP'D Team Educate Committee Member since July 2018

ENGAGING LOCAL GOVERNMENT LEADERS (ELGL) *Member since January 2017*

"I Have to Ask" Guest Writer April 2018

GEORGIA CITY-COUNTY MANAGEMENT ASSOCIATION

Member since August 2016

GEORGIA MUNICIPAL ASSOCIATION *Member since August 2016*

GOLDEN KEY INTERNATIONAL HONOUR SOCIETY Inductee – An academic honors society that extends invitations to students are ranked within the top 15% of their cohort

ICMA LOCAL GOVERNMENT MANAGEMENT FELLOWSHIP PROGRAM *Finalist | Placed with the City of Douglasville*

INTERNATIONAL CITY-COUNTY MANAGEMENT ASSOCIATION (ICMA) *Member since June 2016*

LIVE HEALTHY DOUGLAS Steering Committee Member since November 2018

PI ALPHA ALPHA

Inductee - The academic honors society for all NASPAA accredited MPA programs nation-wide

-PROFESSIONAL QUALITIES AND SKILLSETS

- Holds strong knowledge of public budgeting, finance, economic development, organizational operations, human resources administration, and policy development within the public sector
- Experienced in the development of promotional and informational communication aimed for public consumption
- Superior skills in conducting research analysis that leads to positive policy and organizational outcomes
- Skillful in analysis of both quantitative and qualitative data
- Proficient in updating and maintaining website content
- Ability to maintain superior customer service standards in the course of high stress circumstances
- Relentless hunger to learn and willingness to implement new knowledge into everyday performance
- Approachability, reliability, dependability, innovation and teamwork are philosophical cornerstones

-TECHNOLOGICAL PROFICIENCIES

- Skillful in utilizing Granicus / Legistar software
- Wide-ranging knowledge of ONEsolution applications
- Competent in operating Minute Traq software
- Familiarity working with iLegislate application
- Expertise in Adobe Acrobat software
- Extensive experience in operating Microsoft Word, PowerPoint, Excel and OneNote applications
- Knowledge in using BS&A finance software for governments

EDUCATION -

WESTERN MICHIGAN UNIVERSITY *Master of Public Administration | Concentration: Public Management*

HOPE COLLEGE Bachelor of Arts: Sociology and Criminal Justice | Minor: Political Science Kalamazoo, MI January 2014 – August 201² 22 Holland, MI August 2007 – June 2012



Legislation Text

File #: 10487, Version: 1

Staff report regarding an engagement letter with Dentons US LLP for legal services in connection with the City's proposed Tax Allocation District.



Steve Labovitz Partner

steven.labovitz@dentons.com D +1 404 527 4360 Dentons US LLP 303 Peachtree Street, NE Suite 5300 Atlanta, GA 30308-3265 United States dentons.com

May 28, 2019

Patrice R. Williams Director/Community Development City of Douglasville 6695 Church Street Douglasville, GA 30133 Suzan G. Littlefield, Esq. Chief Assistant City Attorney City of Douglasville 6695 Church Street Douglasville, GA 30133

Re: Engagement Letter for Douglasville Tax Allocation District

Dear Patrice and Suzan:

We appreciate the opportunity to present this proposal for Dentons US LLP to represent the City of Douglasville ("Douglasville") with regard to creation of a tax allocation district or districts ("TAD").

The purpose of this Engagement Letter, as well as the associated Terms of Business, is to set forth the Engagement Agreement by which Dentons US LLP will represent Douglasville. We will assist with the formation and implementation of a tax allocation district in the City of Douglasville.

As you will see listed below, we have provided a list of the key tasks. The tasks are as follows:

1. Work with City officials and other outside consultant on the boundaries for the tax allocation district or districts to optimize redevelopment efforts and in the preparation of a redevelopment plan.

2. Review and edit any Redevelopment Plans for the legal sufficiency and prepare draft TAD resolutions for the City, County and Board of Education.

3. Assist the City in negotiating the approval of the redevelopment plan with all of the above government entities.

4. Assist the City with the creation of any redevelopment agreement that may be needed to work with developers who would like to utilize the TAD economic incentive.

5. Assist the City with all tasks set forth by the Redevelopment Powers Law.

For some of the above items, we will assume that City officials and staff will be actively involved in advocating for creation of the TAD and that our services would be needed primarily to provide technical explanations in public meetings and hearings and in addition to provide advice to your staff during the process.



Patrice R. Williams Suzan G. Littlefield, Esq. May 28, 2019 Page 2

My partner, Sharon Gay, and I will take primary responsibility for this matter but will include other lawyers and professionals as needed to provide efficient and effective service. I expect that Joe Krolikowski and Robert Sills may assist with this representation.

Although the firm usually requests payment of a retainer when beginning a new client relationship, when working with municipalities in Georgia, our firm has agreed to waive a retainer and bill at our current hourly rates. In addition, we will agree to reduce our fees by 10% as a courtesy and accommodation to the City. For your information, my current hourly rate is \$860. Sharon Gay bills at \$725, Joe Krolikowski bills at \$610 per hour, and Robert Sills bills at \$410 per hour. Our representation of you also will involve costs, which are reviewed in the Terms.

A detailed statement of services will be submitted to you each month. In addition to professional fees, each statement will include any out-of-pocket expenses incurred in connection with this representation.

Attached is a copy of our Terms (which are also incorporated into this letter by reference). If you have any questions concerning the information in that document or in the fee arrangement discussed in this letter, please let me know. By the way, our firm has done a conflicts check and we have no present conflicts.

If these terms are acceptable, please sign in the space below and return the letter to me. I have enclosed a copy for your file. Of course, if you have any questions or concerns, please do not hesitate to contact me.

We are pleased to have this opportunity to be of service and to work with you,

Best regards.

Sincerely,

Dentons US LLP

Steven J. Labovitz Partner

cc: Sharon A. Gay, Esq. Robert Sills, Esq.

Enclosure Terms of Business

Agreement and Acceptance

The undersigned hereby acknowledges and agrees that he or she has reviewed and understands the terms and conditions of this Letter and the Terms. The undersigned further agrees and accepts these provisions, including, but not limited to, all disclosures regarding conflicts of interest, and hereby waives any conflict or potential conflict of interest as set forth therein.

City of Douglasville

By:_____

dentons.com

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Terms of Business Dentons US LLP

March 2018

Welcome to Dentons.

Thank you for choosing Dentons to represent you. These Terms of Business and the Engagement Letter form our Engagement Agreement.

Dentons and You

- The Letter sets out the scope of our representation and identifies you as our sole client. We do not represent any other persons or entities, including your parent, subsidiaries, and affiliates, unless named in the Letter. Our advice and work is provided solely for your benefit and relates only to the matters set out in the Letter. The Terms apply as soon as we start acting on your instructions, regardless of whether or not you have signed the Letter.
- Dentons US LLP is a member of Dentons Group (a Swiss Verein), whose members and their respective subsidiaries and affiliates provide legal services in different locations, each of which is its own Legal Practice. For a list of each Legal Practice by location, see <u>dentons.com/legalnotices.</u>
- This Engagement Agreement is between you and Dentons US LLP only and not any other Dentons Legal Practice or any entity or individual, We will conduct ourselves in accordance with the professional responsibility rules applicable in the jurisdictions in which we render services.
- 4. Other Dentons Legal Practices represent many clients in different geographies, including entities and individuals that may enter into transactions or have disputes with you, Unless another Dentons Legal Practice is specifically engaged by you or on your behalf, you agree that those representations

by other Dentons Legal Practices do not conflict with our representation of you, and that you will not assert that other Dentons Legal Practices are precluded from representing those entities and individuals.

5. We may involve other Dentons Legal Practices to help with your matter. Unless we state otherwise, we will do so by subcontract and Dentons US LLP remains solely responsible to you for the engagement. You agree that we may pay or apportion part of our fees and costs for the work in a manner that may be considered a referral fee in some jurisdictions.

Our Working Relationship

- Effective representation requires open and honest communication. We need you to provide us with clear and timely instructions, relevant information and documents, and make yourself available for consultation.
- You should carefully check for any insurance policies that might relate to the work we do for you and notify your insurers promptly to protect your rights. Unless you disclose these policies and we agree to advise on them in the Letter, we are not responsible for advising you about the existence or applicability of any insurance coverage.
- 8. We may communicate with you using any reasonable method, including electronic

communications, like email, which may not be absolutely secure and present risk of interception or copying,

 Generally, communications between a lawyer and client regarding legal advice are privileged and confidential. You may jeopardize these protections by disclosing communications to others. You agree we are under no duty to disclose to you any information that is confidential to another client or any other person.

Advance Clearance of Conflicts of Interest

10. Each Dentons Legal Practice represents a wide variety of entities and individuals, some of whom may be, for instance, your borrowers, investors, shareholders, creditors, or other parties with conflicting interests in a litigation, arbitration, bankruptcy, insolvency or other matter. As a condition of our representation of you, you agree that, without further notice, we may represent other clients in matters, even if they are directly adverse to you, as long as: (1) those matters are not substantially related to our representation of you; or (2) we screen our lawyers and professionals who have such information from any involvement in the adverse representation. Of course, we will not use any confidential information received from you in any way inconsistent with our professional responsibilities

Fees and Costs

- Our fees are set out in the Letter. Our hourly rates may be adjusted from time to time.
- 12. We may charge and you agree to pay for costs including travel, delivery services, imaging, printing, court fees, auditing and assurance services, and other expenses. For items we purchase in bulk or through fixed fee arrangements, such as computerized legal research, technology, and support services, we will charge you a rate reasonably apportioned to you. You agree to pay for third-party costs, such as experts, consultants, local counsel, retained by us on your behalf. In some circumstances, we may advance costs on your behalf and you agree to reimburse us promptly.
- 13. Unless expressly stated otherwise, estimates we provide are presented solely for planning purposes, subject to change, and reflect an assessment of fees or costs if a matter proceeds in accordance with our assumptions. This is neither a floor nor a ceiling on your obligation to pay, as actual expenses may turn out to deviate significantly from the estimate, either favorably or adversely. We will be happy to periodically update an estimate if requested to do so. However, in the absence of such a request, we undertake no obligation to update or revise any estimate as a matter progresses or as actual fees and costs are realized.
- 14. All fees and costs of any Dentons Legal Practice, experts or third parties that we state or estimate exclude any sales, use, excise, transfer, value-added or similar taxes; those taxes will be included in our invoices to you and are payable by you. If you or another payer of those fees, costs and taxes is required, on account of any taxes, to make any deduction when paying our invoices, you must increase the overall payment so that we receive a net sum equal to our full invoiced amount.
- 15. Our policy is to bill monthly, except that we reserve the right to issue an interim bill and to change the frequency of billing and the time for payment. If you disagree with any invoice, please contact us immediately, otherwise we will understand that the invoice is agreeable to you. Our invoices are payable when delivered on the terms set forth therein, and you remain responsible for paying them even if you have an arrangement with a third

party payor for payment. If full payment is not received when due, we reserve the right to suspend services, terminate and/or seek withdrawal, charge reasonable interest, and hold you responsible for any collection costs, including reasonable attorneys' fees.

- 16. In adversarial proceedings, you agree that as of 90 days before any scheduled trial or arbitration date (or a later time that we may make such request), all fees and costs incurred up to that point will be paid and you will either provide us with a deposit (or augment any existing deposit) or make another satisfactory arrangement to ensure payment of all fees and costs estimated to be incurred from that point through the end of trial or arbitration.
- 17. For matters commenced with a Letter from our New York office, you may have the right to request arbitration in New York City under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System or applicable bar association procedures, and we agree to participate fully in that process. For matters commenced with a Letter from one of our California offices, you have the right to elect arbitration under the procedures set out in the California Business and Professions Code Section 6200, et seq. Those procedures permit a trial after arbitration, unless the parties agree in writing after the dispute has arisen to be bound by the arbitration award

Privacy, Data Protection and Other Regulation

- 18. We are often asked for information about our experience. You consent to our public disclosure that you are a client and a general description of our work for you.
- 19. Anti-money laundering, anti-bribery, antiterrorist and similar laws require compliance with client identification, verification, and other rules. We may not be able to represent you until we have all of the information we need for these purposes.
- 20. We will handle personal data you send to us about you, your employees, agents, contractors or other individuals in accordance with data protection and privacy standards equivalent to or higher than those required by law. We may transfer such data between locations in order to provide legal services to you.

21. We do not tolerate bribery or corruption.

Your File and Our Records Retention

22. Absent professional obligations or written direction from you to the contrary, we may dispose of all records relating to the representation seven years after we last performed work on the matter, without further notice to you. We need not keep documents containing our lawyer work product, mental impressions, notes, drafts, and emails and those documents will not be considered to be part of your client file.

Termination

23. You may terminate the engagement at any time for any reason. We may terminate the engagement at any time, consistent with our ethical obligations. We expressly reserve the right to stop acting for you, and you expressly consent to our right to terminate, if you fail to pay for amounts invoiced or requested. You remain responsible for paying fees and costs related to work performed before the end of the engagement, and we will not be liable for any resulting loss.

Completion of Engagement

24. Our representation of you will end when we have completed the services described in the Letter, send our final invoice, or, unless otherwise agreed, after six months of furnishing no billable services to you, whichever occurs sooner, without the need for further written confirmation. Any new relationship will require a new Engagement Letter, notwithstanding any communications or administrative action after that period.

Translations

25. If we use or prepare a translation, you should be aware that words and legal concepts used in one language may not have equivalents in another. You should not assume that any translation exactly replicates the original text.

Entire Agreement

26. The Engagement Agreement cannot be modified by any policies, procedures, guidelines, correspondence, or other document from you unless agreed to in writing by a partner of Dentons US LLP. If there is a conflict between the Terms and the Letter, the provisions of the Letter control. If any part of the Engagement Agreement is held to be illegal, invalid or unenforceable, it shall not form part of the agreement and the balance shall remain enforceable and shall not be affected.