



CITY OF MABLETON, GEORGIA
Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
September 8, 2025 at 6:30 PM

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

CITY COUNCIL WORK SESSION AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION**
- 4. PLEDGE OF ALLEGIANCE**
- 5. AGENDA ITEMS AND DISCUSSION**
 - a. Code Enforcement Department Update February 2025 through August 2025 - Director of Code Enforcement Alejandro Ferrell**
 - b. Riverside Properties Update as requested by Mayor and Council - Code Enforcement Director Alejandro Ferrell assisted by Chief Building Official Marcus Robinson**
 - c. Update on Building Division - Chief Building Official Marcus Robinson**
 - d. Mableton Municipal Court Update — 60 Days In Review - Court Administrator Mallory Minor**
 - e. Mableton Municipal Court - Judicial Correction Services, LLC Contract for Probation Services - Court Administrator Mallory Minor**
 - f. Mableton Municipal Court - JusticeOne Contract for Court Case Management Software - Court Administrator Mallory Minor**
 - g. Alternative methods for presenting information regarding requests for rezoning and other entitlement cases - Community Development Director Michael Hughes**
 - h. City Council Newsletter Options-Gregory Woods, Director of Communications**
- 6. PRE REGULAR MEETING AGENDA REVIEW**
- 7. ANNOUNCEMENTS**
- 8. 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))**
- 9. ADJOURNMENT**

Persons with special needs relating to handicapped accessibility, disability, or foreign language may contact the City Clerk at (404) 927-9502 or susan.hiott@mableton.gov at least three days prior to the meeting. The clerk can be located at the City of Mableton Administrative Offices, 1245 Veterans Memorial Highway, Mableton, Georgia 30126 during regular office hours.



AGENDA ITEM MEMORANDUM

MEETING OF: September 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Code Enforcement Department Update February 2025 through August 2025 - Director of Code Enforcement Alejandro Ferrell

BACKGROUND/SUMMARY: This is a summary of the Code Enforcement Department activity from February 2025 through August 2025.

BUDGETED/FINANCIAL IMPACT – FUND: None

RECOMMENDATION: None

ATTACHMENTS:

1. Code Enforcement Update Work Session September 2025



Code Enforcement Update

Prepared for: Mayor and Council Worksession , September 8, 2025

Prepared by: Alejandro Ferrell, Director of Code Enforcement



The City of Mableton

Our Mission



The Code Enforcement Department will strive to:

Enhance the quality of life for all residents, businesses, and visitors by ensuring a clean, safe, and thriving community. Through proactive inspections, education, and fair enforcement of municipal codes, we strive to maintain the integrity, health, and safety of our neighborhoods and commercial areas.



Why is code enforcement important for the City of Mableton?



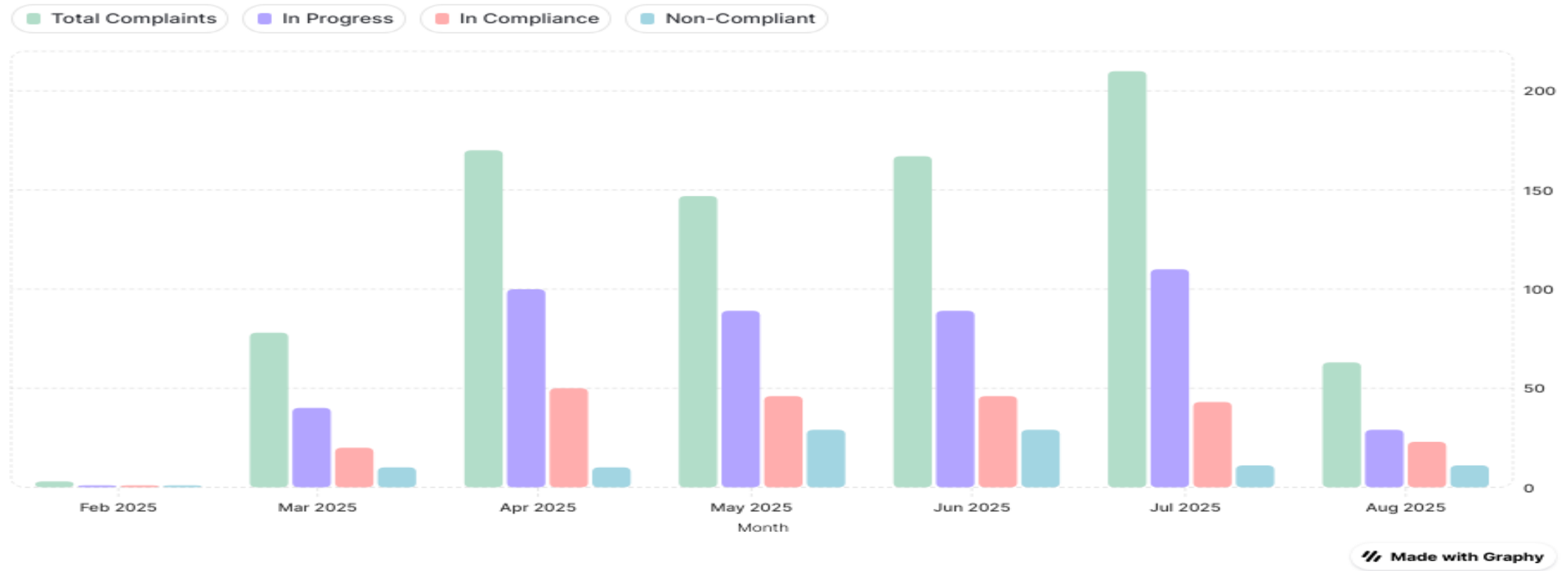
Code Enforcement for the City of Mableton is important as it provides the improved Quality of Life for all stakeholders. We will be fair and transparent as we educate all regarding the issues related to property in which they own or in control and custody. The goal is full compliance without going to further enforcement actions as this will improve the housing stock for the community.



Statuses of Cases from February to August 2025

Spike in total complaints from February to August 2025

Total complaints and statuses by month



Numerical Data of Statuses from February to March 2025

Month	Total	Complaints	In Progress	In
Compliance	Non-Compliant			
February 2025	3	1	1	
	1			
March 2025	78	10	40	20
April 2025	170	10	100	50
May 2025	147	29	89	46
June 2025	167	29	89	46
July 2025	210	11	110	43
August 2025		63		29
	23		11	

Most Common Violations

The most commonly reported complaints revolve around tall weeds and grass, as well as abandoned vehicles, as well as outdoor storage which impact neighborhood aesthetics and safety.

How to report a code enforcement violation



How to submit a complaint

Email: codeenforcement@mableton.gov

– submit complaints including photos if available

Phone: 404-590-2511



Questions & Feedback

Thank you!



Alejandro Ferrell

Code Enforcement Director

470-496-3104

alejandro.ferrell@mableton.gov

www.mableton.gov

[6116 Mableton Parkway Suite 144](#)

[Mableton, Georgia 30126, United States](#)





AGENDA ITEM MEMORANDUM

MEETING OF: September 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Riverside Properties Update as requested by Mayor and Council - Code Enforcement Director Alejandro Ferrell assisted by Chief Building Official Marcus Robinson

BACKGROUND/SUMMARY: Summary of City of Mableton Code Enforcement Department activities related to the Riverside Properties from MCC Meeting in August since January 2025.

BUDGETED/FINANCIAL IMPACT – FUND: None

RECOMMENDATION: None

ATTACHMENTS:

1. Riverside_Apartments_Code_Enforcement_Update_Enhanced
2. RIVERSIDE RESIDENCE APTS UPDATE BY CBO (2)



Riverside Apartments Code Enforcement Update

Prepared for: Mayor and Council Worksession , September 8, 2025

Prepared by: Alejandro Ferrell, Director of Code Enforcement



The City of Mableton

Our Mission



The Code Enforcement Department will strive to:

Enhance the quality of life for all residents, businesses, and visitors by ensuring a clean, safe, and thriving community. Through proactive inspections, education, and fair enforcement of municipal codes, we strive to maintain the integrity, health, and safety of our neighborhoods and commercial areas.



Background for Riverside Properties

Many issues have been found related to several properties along Riverside Parkway for years prior to the City of Mableton being incorporated which was under the jurisdiction of the county. The county addressed the issues through their formal processes allowed by their ordinances until Mableton cityhood which was 2022 and transfer of code enforcement and building inspection services in March 2025. This included the county addressing the issues related to a 2022 Atlanta Journal Constitution article listing several of these multifamily communities as some of the worst within the Metropolitan Atlanta area for lack of maintenance and hazards to their residents.

City Of Mableton Code Enforcement 2025

The City of Mableton Code Enforcement Department was made aware of this previously mentioned report on January 16, 2025 via an email as the Director of Code Enforcement started on January 13, 2025. As the the only code enforcement staff member at the time, the Director did visit some of the locations to visualize the concerns and began working with the city manager and city attorney to develop city ordinances to enforce throughout the City of Mableton for neglected properties.

City Of Mableton Code Enforcement 2025

The Code Enforcement Department found that the properties in question were owned by an out of state investor in New York and the Code Enforcement Director reached out to the owner of the corporation in April-May 2025 after code enforcement services were transferred from the county to City of Mableton. The company did contact the City of Mableton to confirm the properties were in receivership which was transferred to Trigild in June 2025.

City Of Mableton Code Enforcement 2025

The City of Mableton Code Enforcement Department and Economic Development Department met with the Regional Property Manager for the new owners and discussed their plans as well as addressed code complaints received from residents including rodents, open ceilings in common breezeways, and swimming pool maintenance and property maintenance to include landscaping. The regional manager as well as the local property manager was given notice of violations by the code enforcement department.

City Of Mableton Code Enforcement 2025

The new owners agreed to have provide weekly updates to teh Code Enforcement Department which has been provided to many elected and stakeholders to include resident representatives.

City Of Mableton Code Enforcement 2025

The most recent updates as of September 2, 2025:

Pools

- **Gathering bids to repair pools instead of covering them up.**

Landscape

- **Silver Creek**
 - **Started and pending log removal.**
- **Five7Five**
 - **Started and in process.**
- **Residences**
 - **Pending start**

City Of Mableton Code Enforcement 2025

The most recent updates as of September 2, 2025:

Bldg 6 at Silver Creek

- **Working on transferring resident to Five7Five.**
 - **Pending carpet install and then will transfer residents.**
 - **Boarding up will start once residents are transferred.**

City Of Mableton Code Enforcement 2025

The most recent updates as of September 2, 2025:

Fire Inspections

- Inspections have been conducted by Superhero.
 - Silver Creek Complete
 - Hydrant was fixed, however it seems that it is still leaking.
 - Fire Extinguishers have been installed.
 - Fire Panels are now working.
 - Fire Watch has been cancelled. All systems are up and running.
 - Smoke detectors have been ordered, delivered and are in process of being installed.
 - Riser Room signs are pending ordering.

City Of Mableton Code Enforcement 2025

The most recent updates as of September 2, 2025:

Fire Inspections

- **Five7Five Complete**
 - Inspections are complete.
 - Fire Extinguisher installed.
 - Smoke detectors have been ordered, delivered and are in process of being installed.
 - Riser Room signs are pending ordering.
- **Residences Complete**
 - Inspections were conducted on 7/23 and 7/24.
 - Reports have been received.

City Of Mableton Code Enforcement 2025

The most recent updates as of September 2, 2025:

Racoons

- Skedaddle came out and did not find anything however he did see that there had been activity. Sealed off entry point to the unit.
- Quote approved to seal building.
- Resident is in process of transferring.
- Cooks Pest control started last Tuesday and will be out weekly.

Units

- All units secured.

City Of Mableton Code Enforcement 2025

The Code Enforcement strategy will be to conduct random multifamily sweeps addressing exterior code violations which have been proven to reduce resident complaints and increase the quality of life for those residents. Also to continue to address code violations from residents as those complaints are reported to our department from the residents.

Questions & Feedback

Thank you!



Alejandro Ferrell

Code Enforcement Director

470-496-3104

alejandro.ferrell@mableton.gov

www.mableton.gov

[6116 Mableton Parkway Suite 144](#)

[Mableton, Georgia 30126, United States](#)



RIVERSIDE PROPERTIES UPDATE

By: Marcus Robinson, Chief
Building Official



MISSION STATEMENT

The City of Mableton Building Division's mission is to enforce construction codes and standards to facilitate economic growth, protecting the safety, health, and general welfare of the public from hazards attributed to the built environment sustainably

BUILDING STRUCTURE DESCRIPTION

Style: Two-story
Apartment/Townhome

Beams/ Columns:
Wood

Floor structure: Wood
joist

Wall Structure: Wood
frame

Roof structure: Rafter
roof system

Construction: Wood
frame/brick veneer
Foundation:

Age: 50+ years
(estimated only)

RIVERSIDE PROPERTIES FIRE

FIRE DATE 08/18/2025 @3:45 AM

No electricity was connected

6 Displaced After Early Morning
Fire at Cobb County Apartment
Complex, Investigated as
Arson



RESIDENCE OF RIVERSIDE OF RIVERSIDE



STRUCTURAL VIOLATIONS AS A RESULT OF THE FIRE

Interior Framing was damaged and weakened by fire.

Structural integrity compromised by fire.



Structural exposure to the elements

Roof damage due to fire

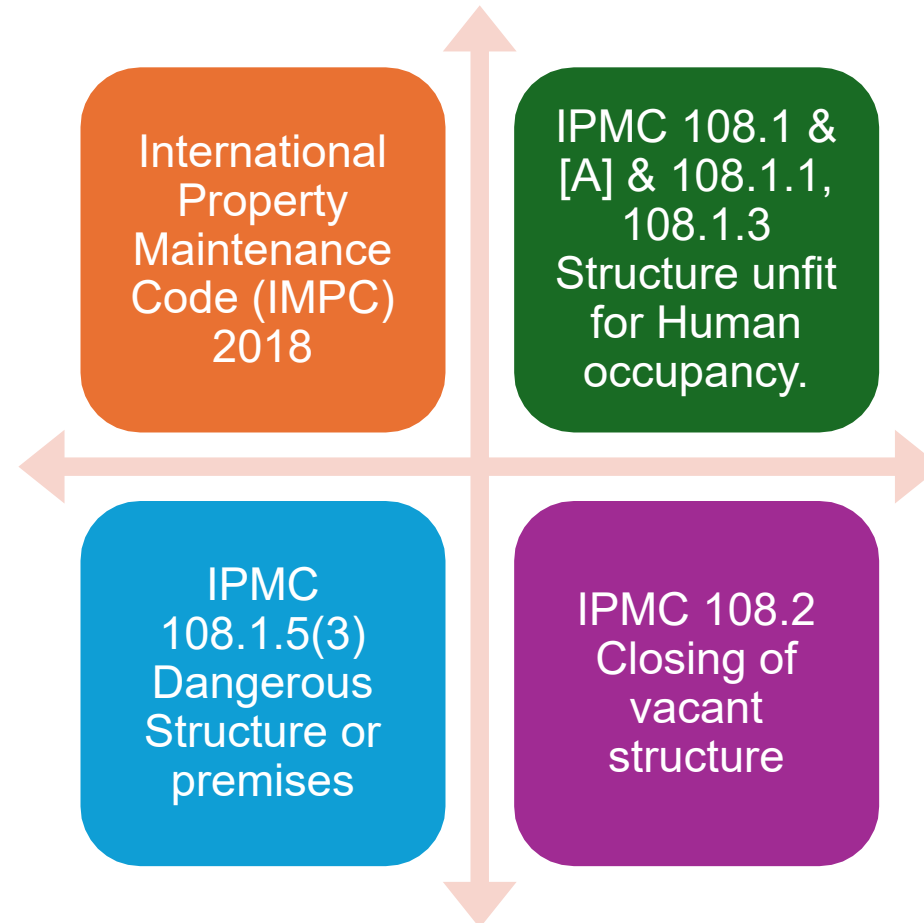
The foundation was damaged and weakened by fire.



Highlights Building Inspection Report

- Inspection of 08/19/20205 by Marcus Robinson, CBO & Code Enforcement Director, Alejandro Ferrell.
- Notice of Unsafe Conditions issued to owner on 08/20/2025
- Building 6 E-H was condemned based upon the IPMC code 108 Unsafe Structure.
- Interior Framing was damaged and weakened by fire.
- Structural integrity compromised by fire.
- Structural exposure to the elements
- Roof damage due to fire
- The foundation was damaged and weakened by fire.

BUILDING CODE VIOLATIONS NOTED



INSPECTION SUMMARY

- The unsafe buildings noted in this report regarding the Residence of Riverside Apartments inspected in my report, have a significant amount of foundation, structural, and roof damage throughout the structures. The structural components that support the weight of the structures are severely damaged due to fire, old age, and neglect. These structures pose a major Health & Safety issue to the community due to collapse and uncontrollable fire due to the fire load. Due to the current condition of the uninhabitable units in my report, they all should be secured from entry, condemned, and **repaired** or demolished if repair is not possible. Please immediately contact me about repair or a safe solution to bring this property into compliance.

COMPLIANCE EFFORTS OF THE OWNERS



Code Enforcement served notice of unsafe structure



Property Owner responded accordingly and boarded up the structure to prevent entry to the fire-damaged areas and unsafe locations.



Property owner will have to get a permit for renovations to bring the property into compliance.



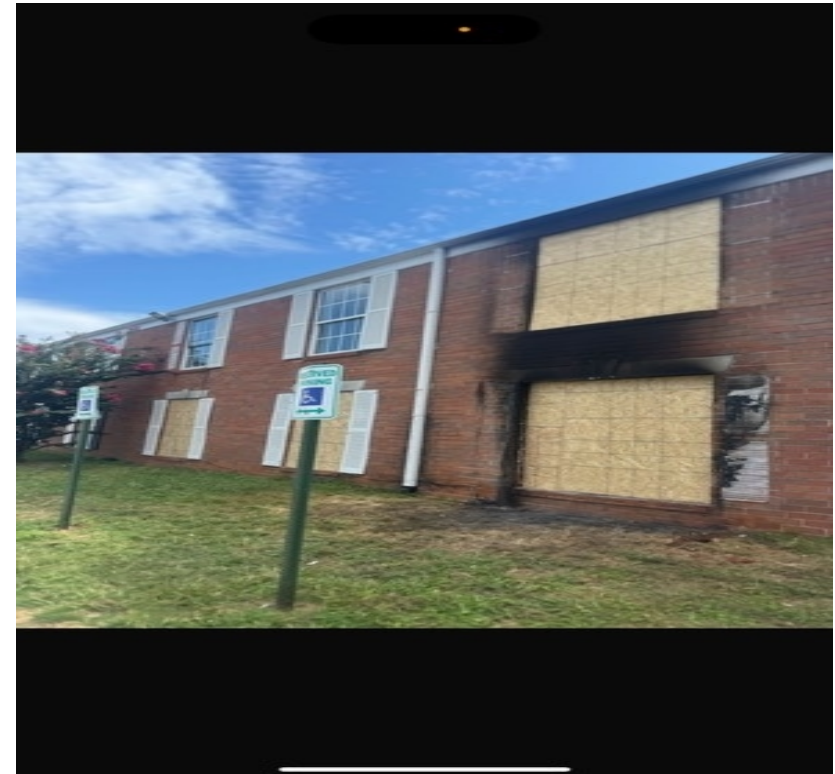
UNSAFE Properties Notices are not the same as displacement, but rather an official notice and awareness to take action to prevent potential harm to life and remedies to make the property safe again for occupants.

COMPLIANCE EFFORTS CONTINUED

This picture was taken after the fire, showing the damaged and unsecured areas of the building



This picture was taken two days later, showing the efforts of our Code Enforcement team



MULTIFAMILY RENTAL HOUSING INSPECTION PROGRAM

CITY OF MABLETON ORDINANCE SEC.8.4.3

Occupation Tax requirement – all owners and multifamily rental dwellings are required to pay the occupational tax

Inspections Requirements

- - 25% Interior inspections
- 100% Exterior inspections
- Minimum requirements of the International Property Maintenance Code (IPMC)
- Code Compliance Certificate issued after passing all inspections





THANK YOU

ANY QUESTIONS?



AGENDA ITEM MEMORANDUM

MEETING OF: September 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Update on Building Division - Chief Building Official
Marcus Robinson

BACKGROUND/SUMMARY: This division update will brief our city council on the progress and initiatives conducted by the Building Division.

BUDGETED/FINANCIAL IMPACT – FUND: no budget impact

RECOMMENDATION: N/A

ATTACHMENTS:

1. BUILDING DIVISION UPDATE CITY OF MABLETON

Building Division Update

September, 2025



Marcus Robinson, CBO
Chief Building Official

Mission Statement

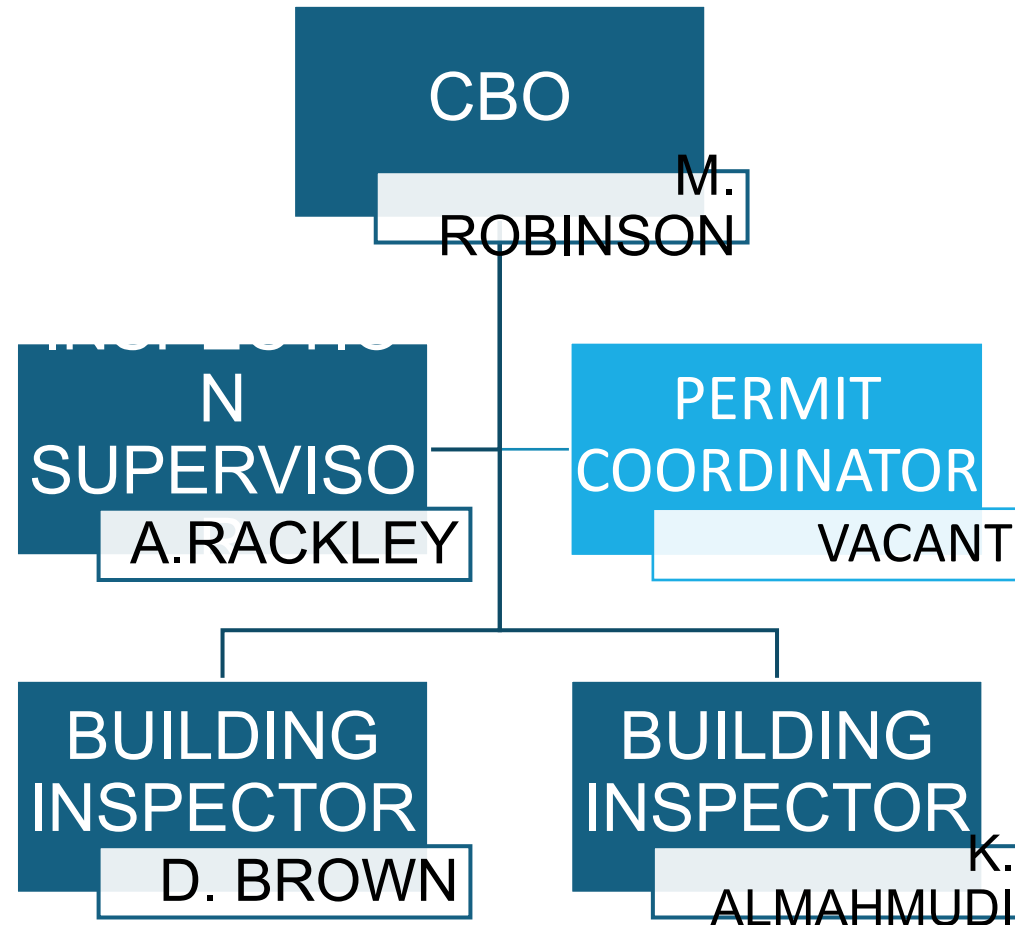
The City of Mableton Building Division's mission is to enforce construction codes and standards to facilitate economic growth, protecting the safety, health, and general welfare of the public from hazards attributed to the built environment sustainably.

MEET THE CBO



- Marcus Robinson is a seasoned municipal certified Chief Building Official. Marcus's extensive background in public service spans nearly 25 years, during which he has worked with various cities and counties. Throughout his career, he has held several key positions, including Director of Chief Fire Official, District Director of Safety, Chief Building Official, and Director of Building and Property Sustainability. Marcus is passionate about improving building department services and contributing to the development of sustainable and well-regulated communities.
- Marcus holds various degrees and certificates for safety, such as a Master's degree in public administration from Nova Southeastern University, ICC Certified Chief Building Official, Fire Code Specialist, Fire Plans Examiner, and property maintenance inspector. Marcus has the skills and expertise to inspect and perform construction plan review in all aspects of the built environment.

BUILDING DEPARTMENT ORGANIZATION





PURPOSE

To update the commission on the advancements made by the Building services to our customers.

BACKGROUND

A review
of our
division
operations
before and
currently.

Before conception

“Needs for Improvement” highlights



**UNPREDICTABILITY ABOUT
SERVICES**



**COMMITMENT TO
MEETING PERFORMANCE
METRICS AND
STANDARDS, AND NO
FOCUS ON CUSTOMER
SERVICE**



**THE NEED FOR A ONE-
STOP SHOP FOR ALL OF
THE CITY'S PERMITTING
FUNCTIONS**



NEW PERMITTING SYSTEM



**ANTIQUATED
REGULATIONS THAT ADD
COST AND TIME BUT LOW
VALUE TO THE
PERMITTING PROCESS.**



LONG PLAN REVIEW TIMES

BEFORE

CURRENT

BEFORE CITYHOOD

Long Lines

Customers had to drop off applications and plans in person.

Come back into the office to resubmit

Longer wait times to speak with representatives

Limited Parking for customers

AFTER THE RESTRUCTURING

Customers must

- (1) learn to navigate the online permitting system
- (2) Digitally submit documents,
- (3) Utilize our website for contact information, and
- (4) Automation- Automation & Automation
- (5) Technology upgrades

Cellular Field Tablets

Cloud Permit (online Portal for Permitting)

Blue Beam for Plan Review

Cloud Permit



The City of Mableton has streamlined various development processes and departments into a ONE-STOP-SHOP online permitting system. These services ensure that projects are safe and aligned with federal, state, and county codes.

- Land development
- Residential Plan Review
- Commercial Plan Review
- Permitting
- Business license
- Inspections

Customer Service Experience

- The One-Stop-Shop is designed specifically to make your permitting experience effective, efficient, and engaging. The “One-Stop-Shop” strives to provide convenient options to meet the needs of all customers.
- Onsite subject matter experts
- Reduce commuting
- Free Parking
- Enhanced online permitting system
- Clear Development Process



ON GOING CHANGES AND IMPROVEMENTS

Next day or Same day
Inspections

Available for scheduled in person
meeting or Zoom meetings.

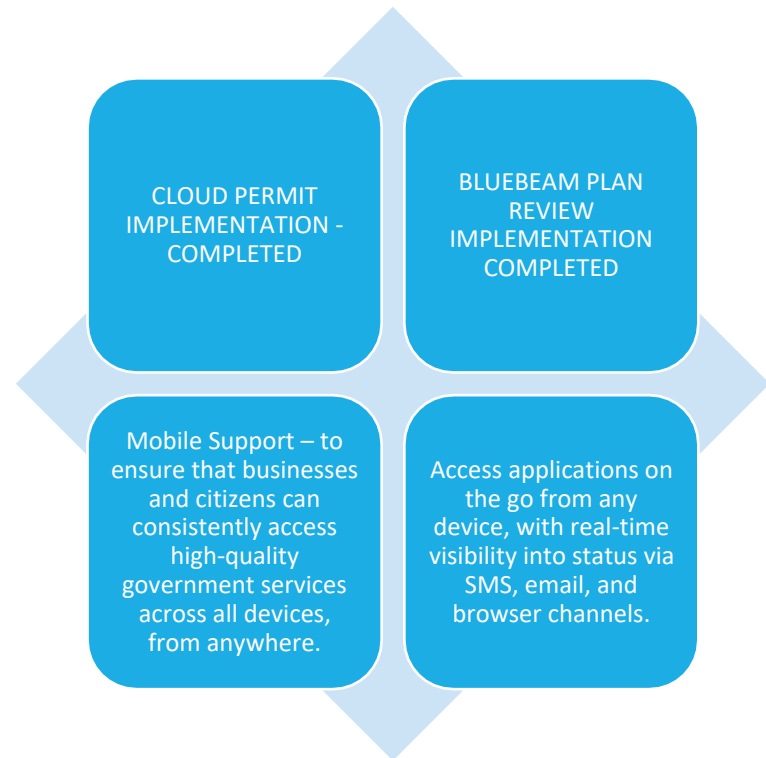
Personnel – Ongoing Training

Additional Certifications in Safety

Continue to make changes to the
ePermitting System



TECHNOLOGY UPDATE



Economic Development through Permitting



Major construction projects continue



Major Housing Developments



Residential Improvements



Warehouses



Commercial business



Restaurants



Schools



Medical Facilities

PERFORMANCE METRICS 2025



PURPOSE

To monitor the building division's performance compared to the desired service levels. The monthly performance measures allow the department leaders to react to development trends and make personnel or process adjustments to accommodate changing market forces.

PERFORMANCE METRICS



BUILDING DIVISION
PERMITS REVENUE TOTAL
TO DATE \$542,447



TOTAL PERMITS ISSUED
518



TOTAL PLAN REVIEWS
COMPLETED TOTAL TO
DATE 152



TOTAL INSPECTIONS
COMPLETED TO DATE
1,641



50 –COMBINED BUILDING
CERTIFICATIONS ADDED
WITH NEW HIRES



70 YEARS OF EXPERIENCE
IN BUILDING SAFETY AND
ENGINEERING

BUILDING SERVICE LEVELS



BUILDING SERVICE LEVELS



Residential Reviews
(Completed in five (5) days
or less)



Commercial Plan Reviews
(Completed in ten (10)
days or less)



Trade Inspections
(Completed in 24 hrs.)



Building inspections are
received and conducted
before the issuance of any
certificate of occupancy.



Building Inspections
(Completed in 24 hrs.)



Building Inspections are
required to ensure the
structure's safety with
life/safety codes.

THANK YOU

Questions



AGENDA ITEM MEMORANDUM

MEETING OF: September 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Mableton Municipal Court Update — 60 Days In Review - Court Administrator Mallory Minor

BACKGROUND/SUMMARY: Over the past 60 days, the Municipal Court Administrator has been under review to assess its operations, progress, and areas for improvement. Key updates include an evaluation of case management efficiency, probation services, and overall court processes. Efforts have been focused on streamlining operations, enhancing communication with stakeholders, and ensuring compliance with legal standards. This review aims to identify opportunities for growth and ensure the court continues to serve the community effectively. Further updates and recommendations will be provided as the review progresses.

BUDGETED/FINANCIAL IMPACT – FUND: No impact.

RECOMMENDATION: None applicable.

ATTACHMENTS:

1. City of Mableton_60 Days in Review _Municipal Court_Memo



The City of Mableton Memorandum

To: Honorable Mayor & City Council
Cc: City Manager William Tanks
From: Court Administrator Mallory Minor
Date: September 8, 2025
Subject: 60-Days Review of the Municipal Court of Mableton

The Municipal Court of Mableton, established in May 2025, has successfully completed its first 60 days, encompassing both pre-implementation and implementation phases following the appointment of the Court Administrator. These foundational stages have been focused on creating a streamlined and effective judicial process.

During this critical period, the court has achieved several key milestones, including:

- **Selecting court management software and contractual probation services.**
- **Establishing a virtual online court platform and mailing address.**
- **Actively working toward GCIC (Georgia Crime Information Center) compliance to uphold the highest standards of legal data management.**
- **Hiring a Deputy Municipal Court Clerk and interviewing for other key positions.**
- **Submitting architectural plans for the Municipal Court Annex.**
- **Preparing for the formal appointment of the Chief Judge and City Solicitor.**
- **Collaborating with the City Manager's Office and Finance Department to allocate funds for the selection of a Public Defender, ensuring all residents have access to legal representation.**

Throughout these efforts, the Municipal Court of Mableton has remained committed to transparency, inclusivity, and integrity. These first 60 days mark a period of meaningful progress, laying the foundation for a trusted and efficient judicial system that serves the community while upholding the highest standards of justice.

Respectfully,

Mallory Minor/s/
Court Administrator
Municipal Court of Mableton

Post Office Box 189
Mableton, Georgia 30126
770.380.6033
courtinfo@mableton.gov



AGENDA ITEM MEMORANDUM

MEETING OF: September 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Mableton Municipal Court - Judicial Correction Services, LLC Contract for Probation Services - Court Administrator Mallory Minor

BACKGROUND/SUMMARY: The City of Mableton, Georgia, seeks to enter into a contract with Judicial Correction Services, LLC (JCS), with the consent of the Chief Judge of the Mableton Municipal Court. This agreement, authorized under O.C.G.A. §42-8-101, aims to provide professional probation supervision, rehabilitation services, and sentencing alternatives. The goal is to ensure effective management and support for offenders while promoting community safety and rehabilitation.

BUDGETED/FINANCIAL IMPACT – FUND: No impact.

RECOMMENDATION: For approval on Wednesday, September 24, 2025.

ATTACHMENTS:

1. City of Mableton_Judicial Correction Services LLC _Municipal Court_Memo_Binder



The City of Mableton Memorandum

To: Honorable Mayor & City Council
Cc: City Manager William Tanks
From: Court Administrator Mallory Minor
Date: September 8, 2025
Subject: Judicial Correction Services, LLC

Background & Information

The City of Mableton, Georgia, seeks to enter a contract with Judicial Correction Services, LLC (JCS), with the consent of the Chief Judge of the Mableton Municipal Court. This agreement, authorized under O.C.G.A. §42-8-101, aims to provide professional probation supervision, rehabilitation services, and alternative sentencing. The goal is to ensure effective management and support for offenders while promoting community safety and rehabilitation.

Respectfully,

Mallory Minor/s/
Court Administrator
Municipal Court of Mableton

Post Office Box 189
Mableton, Georgia 30126
770.380.6033
courtinfo@mableton.gov

**STATE OF GEORGIA
COUNTY OF COBB**

CONTRACT FOR PROBATION SUPERVISION AND REHABILITATION SERVICES
(Judicial Correction Services, LLC)

THIS CONTRACT ("Contract") made and entered into by and between the **City of Mableton, Georgia** (referred to herein as the "City") and **Judicial Correction Services, LLC** (referred to herein as "JCS"), upon the request and consent of the Chief Judge of the Mableton Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this Contract with JCS with the consent of the Court, with the goal to provide professional and effective probation supervision, rehabilitation services and sentencing alternatives for citizenry and offenders of the community;

WHEREAS, JCS is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by JCS of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

1. DESIGNATION BY THE CITY

The City shall designate JCS as the sole private entity to coordinate, provide, and direct probation and pre-trial programs and services to offenders sentenced by and under the jurisdiction of the Court.

2. SCOPE OF SERVICES

JCS shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between JCS and the City, as more fully set forth in the Specifications for Probation Services attached hereto, as Exhibit A, and incorporated herein by reference.

- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.
- E. Maintain individual files for each offender participating in JCS's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. JCS shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this Contract.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that JCS is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. JCS shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. JCS shall

collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).

- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. § 42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a crime policy, fidelity bond, or letter of credit in the amount of not less than twenty-five thousand (\$25,000.00) dollars as surety for the satisfactory performance of the Contract.
- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist JCS in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for JCS to conduct pre-sentence or probationer investigations as may be requested. JCS may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. JCS shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. JCS shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. JCS staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. JCS shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases.

Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.

- V. JCS shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. JCS will maintain records of community service participation and completion.
- W. JCS shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. JCS shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. JCS shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped in accordance with O.C.G.A. §42-8-103.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.
- Z. JCS shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. JCS shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

3. PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Mableton Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, which is now given, the City designates JCS as the private entity to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into

the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

4. PERIOD OF SERVICE

This Contract shall become effective as of the date (“Effective Date”) that it has been approved by the City Council and thereafter executed by both the Court and the City’s Mayor. The initial term of the Contract shall run for one year from the Effective Date. The Contract shall automatically renew for one-year terms commencing annually on the month and day of the Effective Date, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than sixty (60) days prior to the current term’s expiration. Said automatic renewals shall continue for a maximum period of four (4) years following the initial term.

Notwithstanding anything herein, this contract may be terminated by either party without cause upon giving a sixty (60) day written notice to the other of its intention to do so.

5. PAYMENTS FOR SERVICES

Fees for JCSs’ services under this Contract are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

6. DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by JCS, the City shall notify JCS in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, JCS shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by JCS in performing services pursuant to this Contract.

If JCS fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare JCS in default and this Contract shall be declared terminated upon receipt by JCS of notice thereof. JCS agrees that in the event it disputes the City’s right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

7. DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by JCS, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Mableton Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party,

the Chief Judge of the Cobb County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

8. TRANSFER OF OPERATIONS

In the event JCS defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to JCS, take possession of all records and other documents generated by JCS in connection with this Contract, and the City may use the same in the performance of the services described herein. JCS agrees to surrender peacefully said records and documents. The City shall provide JCS with a written receipt of those items over which the City assumes exclusive control. JCS agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

9. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by JCS of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

10. ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to JCS's representative, to all JCS's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

11. INSURANCE

For all services performed by JCS under this Contract, JCS shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability insurance, with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

JCS shall name the City as an additional insured under all insurance coverage required under this Contract and shall provide the City with a certificate of such insurance within two business days

of the Effective Date.

12. INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by JCS, neither the Court nor the City shall be liable to JCS, or to anyone who may claim a right resulting from any relationship with JCS, for any negligent act or omission of JCS, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, JCS agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of JCS, including wrongful criminal acts of JCS, or JCS's employees, agents, or representatives. Further, the City is to be named as an additional named insured on JCS's liability insurance policies.

13. ASSIGNMENT

The duties and obligations assumed by JCS are professional services unique to JCS and are therefore not transferable or assignable without prior consent of the City and Court. Consent, however, shall not be unreasonably withheld.

14. VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

15. NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified U.S. mail, addressed to:

As to the City : The City of Mableton
1400 Veterans Memorial Highway SE, Suite 134-200
Mableton, GA 30126

With email copy to:
michael.owens@mableton.gov
william.tanks@mableton.gov

As to JCS: Judicial Correction Services, LLC
327 S. Hill Street, Building A
Buford, Georgia 30518

Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

16. RELATIONSHIP OF PARTIES

- a. *Independent Contractors.* Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and JCS. This Contract shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that JCS is acting as an independent contractor and not as an employee in providing the Services under this Contract.
- b. *Non-Employee.* JCS shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- c. *Payroll Taxes.* No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to JCS under this Contract. JCS shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

17. RETURN OF PROPERTY

Upon the expiration or termination of this Contract, JCS shall immediately cease the provision of Services hereunder and shall deliver promptly to the City all City property relating to the services performed under this Contract, which shall include, but not be limited to all materials related to probation, court case files, rehabilitation and court related services provided under this Contract.

18. STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.

JCS warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Contract. JCS agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Contract. JCS further warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by JCS hereunder or which in any manner

affect this Contract. Additionally, JCS shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964 and 23 CFR 200, as may be amended.

19. CONFLICTS OF INTEREST

JCS warrants and represents that:

- a. The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- b. JCS is not presently subject to any agreement with a competitor or with any other party that will prevent JCS from performing in full accord with this Contract;
- c. JCS is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Contract; and
- d. JCS shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

20. PROPRIETARY INFORMATION

JCS acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning confidential case files, and citizens, businesses and other persons private and financial records (collectively referred to herein as “Proprietary Information”). JCS agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose outside the scope of the law, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Contract. The obligations of JCS under this section shall survive the termination of this Contract.

21. GOVERNING LAW AND CONSENT TO JURISDICTION

This Contract is made and entered into in the State of Georgia and this Contract and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Cobb County, Georgia shall have jurisdiction over any litigation arising out of this Contract.

22. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Contract shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

23. SEVERABILITY

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

24. ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and JCS.

25. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Contract.

THE CITY OF MABLETON:

JUDICIAL CORRECTION SERVICES, LLC:

Michael Owens, Mayor

Keith Ward, CEO

So agreed this _____ day of _____, 2025.

So agreed this _____ day of _____, 2025.

APPROVED AS TO FORM:

City Attorney

APPROVED BY THE MABLETON MUNICIPAL COURT

Chief Judge

So agreed this _____ day of _____, 2025.

Solicitor

Exhibit A



Specifications for Services

Pay-Only Probation Supervision	\$45.00 per month. The pay-only probation supervision fees shall be capped per O.C.G.A. §42-8-103.
Basic Probation Supervision	\$45.00 per month
Intensive Probation Supervision	\$45.00 per month
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$45.00 per month
Electronic Monitoring	<u>\$75.00 Installation Fee +</u> RF House Arrest: \$6.00 per day Active GPS: \$10.00 per day SCRAM – Remote Breath: \$7.25 per day SCRAM – with landline: \$10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: \$12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: \$15.00 per day

Alternative GPS Monitoring with Victim Notification	Talitrix System (or similar) Smart Phone Application \$55.00/\$85.00 Enrollment Fee + \$5.00 - \$6.00 per day
On-Site, Multi-Panel Drug Screen	\$25.00
Alcohol Test – Breathalyzer	\$25.00
On-Site EtG Test	\$25.00
Laboratory Confirmation Test	\$25.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
On-Line Access for the Court to the JCS Probation Tracker 2.0 Computer Program	No Cost For 24/7 Internet Access to all Offender Data and Activity
Transfer of Supervision	No Cost to any of our more than 40 locations nationwide
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the City, and Naming the City as an Additional Insured	No Cost – Professional and General Liability

Document: O.C.G.A. § 42-8-101

O.C.G.A. § 42-8-101

Copy Citation

Current through the 2025 Regular Session of the General Assembly.

Official Code of Georgia Annotated TITLE 42 Penal Institutions (Chs. 1 — 13) CHAPTER 8 Probation (Arts. 1 — 9) Article 6 County and Municipal Probation (§§ 42-8-100 — 42-8-109.5)

42-8-101. Agreements for probation services; termination of contract for probation services.

(a)

(1) Upon the request of the chief judge of any court within a county and with the express written consent of such judge, the governing authority of such county shall be authorized to enter into written contracts with corporations, enterprises, or agencies to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in such court and placed on probation in such county. In no case shall a private probation corporation or enterprise be charged with the responsibility for supervising a felony sentence. The final contract negotiated by the governing authority of the county with the private probation entity shall be attached to the approval by the governing authority of the county to privatize probation services as an exhibit thereto. The termination of a contract for probation services as provided for in this subsection may be initiated by the chief judge of the court which is subject to such contract and shall be subject to approval by the governing authority of the county which entered into the contract and in accordance with the agreed upon, written provisions of such contract.

(2) Upon the request of the chief judge of any court within a county and with the express written consent of such judge, the governing authority of such county shall be authorized to establish a county probation system to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any

moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in such court and placed on probation in such county.

(b)

(1) Upon the request of the judge of the municipal court of any municipality or consolidated government of a municipality and county of this state and with the express written consent of such judge, the governing authority of such municipality or consolidated government shall be authorized to enter into written contracts with private corporations, enterprises, or agencies to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in such court and placed on probation. The final contract negotiated by the governing authority of the municipality or consolidated government with the private probation entity shall be attached to the approval by the governing authority of the municipality or consolidated government to privatize probation services as an exhibit thereto. The termination of a contract for probation services as provided for in this subsection may be initiated by the chief judge of the court which is subject to such contract and shall be subject to approval by the governing authority of the municipality or consolidated government which entered into the contract and in accordance with the agreed upon, written provisions of such contract.

(2) Upon the request of the judge of the municipal court of any municipality or consolidated government of a municipality and county of this state and with the express written consent of such judge, the governing authority of such municipality or consolidated government shall be authorized to establish a probation system to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in such court and placed on probation.

History

Code 1981, § 42-8-100, enacted by Ga. L. 1991, p. 1135, § 2; Ga. L. 1992, p. 3221, § 7; Ga. L. 1995, p. 396, § 2; Ga. L. 1996, p. 1107, § 2; Ga. L. 2000, p. 1554, § 2; Ga. L. 2001, p. 813, § 2; Ga. L. 2006, p. 727, § 2/SB 44; Code 1981, § **42-8-101**, as redesignated by Ga. L. 2015, p. 422, § 3-2/HB 310; Ga. L. 2016, p. 443, § 7-2/SB 367.

▼ Annotations

Notes

Amendments.

The 2015 amendment, effective July 1, 2015, redesignated former subsections (g) and (h) of Code Section 42-8-100 as present subsections (a) and (b) of Code Section **42-8-101**; and rewrote the section. See Editor's notes for applicability.

The 2016 amendment, effective July 1, 2016, rewrote this Code section.

Editor's notes.

Ga. L. 1995, p. 396, § 4, not codified by the General Assembly, provides in subsection (b): "No local funds shall be used to implement Sections 1 and 2 of this Act without the consent of the local governing authority."

Ga. L. 2015, p. 422, § 6-1/HB 310, not codified by the General Assembly, provides that: "This Act shall become effective July 1, 2015, and shall apply to sentences entered on or after such date."

JUDICIAL DECISIONS

Constitutionality. —

In a suit brought by misdemeanor defendants challenging the privatization of probation services under O.C.G.A. § 42-8-100(g)(1), the Georgia Supreme Court agreed with the trial court that § 42-8-100(g)(1) was not unconstitutional on the statute's face and did not offend due process or equal protection nor condone imprisonment for debt. *Sentinel Offender Services, LLC v. Glover*, 296 Ga. 315, 766 S.E.2d 456 (2014).

Requirement for payment of probation supervision fees by probationers to private probation services company did not violate the separation of powers since the imposition of the fees pursuant to contract constituted a civil fee for services, not a criminal punishment. Furthermore, the mere act of privatizing probation services did not violate the Georgia Constitution since a probation services company was not authorized to deprive probationers of property or liberty without due process, the private probation services were not fundamentally unfair, and the sentencing court continued to oversee the probation process. *Keen v. Judicial Alternatives of Ga., Inc.*, 124 F. Supp. 3d 1334, 2015 U.S. Dist. LEXIS 110957 (S.D. Ga.), *aff'd in part, vacated in part*, 637 Fed. Appx. 546, 2015 U.S. App. LEXIS 21961 (11th Cir. 2015).

Collection of electronic monitoring fees by private probation service. —

Trial court erred by finding that electronic monitoring fees imposed by the sentencing court and collected by a private probation service for monitoring services rendered during a probationer's original term of sentence were prohibited because only when electronic monitoring was unlawfully imposed by the court on a misdemeanor probationer after the expiration of the probationers' original sentence would such fees potentially be recoverable. *Sentinel Offender Services, LLC v. Glover*, 296 Ga. 315, 766 S.E.2d 456, 2014 Ga. LEXIS 967 (2014).

Under current Georgia statutes, the tolling of a misdemeanor probationer's sentence is not permitted and courts utilizing probation systems established pursuant to O.C.G.A. § 42-8-100(g)(1) are specifically precluded from applying the provisions of the State-wide Probation Act, O.C.G.A. § 42-8-20 et seq., including those pertaining to tolling, to the defendants the courts sentence. *Sentinel Offender Services, LLC v. Glover*, 296 Ga. 315, 766 S.E.2d 456, 2014 Ga. LEXIS 967 (2014).

Validity of private probation services. —

Under Georgia law, a private probation company can act as a probation provider and the company's employees may serve as probation officers only if the company complies with the terms and

provisions of O.C.G.A. § 42-8-100(g)(1). *Sentinel Offender Services, LLC v. Glover*, 296 Ga. 315, 766 S.E.2d 456, 2014 Ga. LEXIS 967 (2014).

Contract between a court and a probation services company was valid since the contract was not formally terminated and was thus automatically renewed year to year regardless of the lack of express approval by the governing authority of the county. *Keen v. Judicial Alternatives of Ga., Inc.*, 124 F. Supp. 3d 1334, 2015 U.S. Dist. LEXIS 110957 (S.D. Ga.), *aff'd in part, vacated in part*, 637 Fed. Appx. 546, 2015 U.S. App. LEXIS 21961 (11th Cir. 2015).

Class certification in suit challenging private probation services. —

In a suit challenging private probation services, the trial court's orders conditionally certifying class actions on behalf of misdemeanor probationers were reversed and the cases remanded to the trial court for reconsideration of the class certification issues in light of the Georgia Supreme Court's opinion and its requirement that the trial court carefully consider issues of justiciability with respect to the scope of any class certified and the relief available to potential class members. *Sentinel Offender Services, LLC v. Glover*, 296 Ga. 315, 766 S.E.2d 456, 2014 Ga. LEXIS 967 (2014).

Tolling of probationer's sentence prohibited. —

Georgia Supreme Court held that the private probation statutory framework did not allow for the tolling of misdemeanor probationers' sentences and to the extent Georgia courts have recognized O.C.G.A. § 42-8-36 as a basis for allowing courts utilizing probation systems established pursuant to O.C.G.A. § 42-8-100(g)(1) to toll a probationer's sentence, such analysis was in error and was disapproved. *Sentinel Offender Services, LLC v. Glover*, 296 Ga. 315, 766 S.E.2d 456 (2014).

Opinion Notes

OPINIONS OF THE ATTORNEY GENERAL

Intergovernmental agreements for probation services are legal

in instances in which the contracting parties are authorized by law to provide probation services. Also, when providing probation services for a judicial circuit, a probation entity must be authorized to provide the service and must enter into separate agreements with the court of each county that composes that judicial circuit. 2012 Op. Att'y Gen. No. 12-7.

Research References & Practice Aids

Administrative rules and regulations.

Probation Services, Official Compilation of the Rules and Regulations of the State of Georgia, County and Municipal Probation Advisory Council, Chapter 503-1.

Law reviews.

For annual survey of local government law, see 56 Mercer L. Rev. 351 (2004).

For note, "Safe Haven No Longer: The Role of Georgia Courts and Private Probation Companies in Sustaining a De Facto Debtors' Prison System," see 48 Ga. L. Rev. 227 (2013).

For article on the 2014 amendment of this Code section, see 31 Ga. St. U.L. Rev. 159 (2014).

For article on the 2015 amendment of this Code section, see 32 Ga. St. U.L. Rev. 231 (2015).

For article on the 2016 amendment of this Code section, see 33 Ga. St. U. L. Rev. 139 (2016).

Hierarchy Notes:

O.C.G.A. Title 42

O.C.G.A. Title 42, Ch. 8

O.C.G.A. Title 42, Ch. 8, Art. 6

Official Code of Georgia Annotated

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AGENDA ITEM MEMORANDUM

MEETING OF: September 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Mableton Municipal Court - JusticeOne Contract for Court Case Management Software - Court Administrator Mallory Minor

BACKGROUND/SUMMARY:

The Mableton Municipal Court is proud to announce the selection of JusticeONE® as our court management software of choice. JusticeONE® is a recognized industry leader in Municipal Court Case Management Software, offering a fully integrated court payment processing solution that seamlessly and instantly posts payment details, end-to-end solution designed to enhance efficiencies for court administration, while delivering a simple and user-friendly experience for citizens.

BUDGETED/FINANCIAL IMPACT – FUND: \$2600.00 monthly fee. \$31,200.00 annual fee.

RECOMMENDATION: For review and approval on Wednesday, September 24, 2025.

ATTACHMENTS:

1. City of Mableton_JusticeOne _Municipal Court _Memo
2. Municipal Court Case Management Software _ Courtware _ JusticeONE _Information Sheet _Binder



The City of Mableton Memorandum

To: Honorable Mayor & City Council
Cc: City Manager William Tanks
From: Court Administrator Mallory Minor
Date: September 8, 2025
Subject: JusticeOne Court Case Management Software

Background & Information

The Mableton Municipal Court is proud to announce the selection of JusticeONE® as our court management software of choice. JusticeONE® is a recognized industry leader in Municipal Court Case Management Software, offering a fully integrated court payment processing solution that seamlessly and instantly posts payment details to both the JusticeONE® PAY provides a comprehensive, end-to-end solution designed to enhance efficiencies for court administration, while delivering a simple and user-friendly experience for citizens.

Respectfully,

Mallory Minor/s/
Court Administrator
Municipal Court of Mableton

Post Office Box 189
Mableton, Georgia 30126
770.380.6033
courtinfo@mableton.gov



Cloud & Web-Based Software

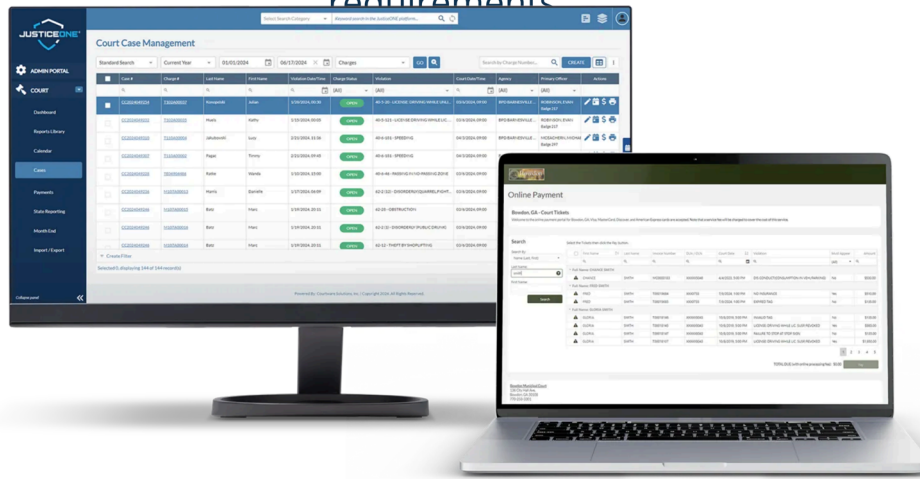
*Municipal Court, Finance,
and Administrative
Professionals.*

Web-Based Solutions for Municipal Courts, City Finance and Administration

This comprehensive suite of JusticeONE®
products provides all the needed
capabilities to serve your city
administration and citizens, along with

complying with state reporting

requirements



MUNICIPAL COURT CASE MANAGEMENT

JusticeONE® Court

JusticeONE® is the industry leader in Municipal Court Case Management Software. We have been providing the most robust, feature rich, and easy to use court software on the market since 1997.

LEARN MORE



SIMPLIFIED COURT PAYMENT PROCESSING

JusticeONE® - PAY



Fully integrated court payment processing solution that automatically and instantly posts payment details to your JusticeONE® Court and Ticket Payment Portal systems.

JusticeONE® PAY is a complete end-to-end solution that provides efficiencies for court administration and finance, while providing a simple and straight forward workflow for citizens.

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Calendar to
Schedule a
Demo today!*

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Time

September 2025							09:00 AM
Su	Mo	Tu	We	Th	Fr	Sa	
	1	2	3	4	5	6	10:00 AM
							11:00 AM
7	8	9	10	11	12	13	

One of our experts will reach out to you shortly to show you how JusticeONE® can empower your team to better serve your community.

8
2025

TIME
Pick
a
Date
and
Time

Su	Mo	Tu	We	Th	Fr	Sa
				12:00 PM		
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

🌐 Eastern Daylight Time (GMT-04:00)

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Hi Mallory,

I wanted to follow up on our recent conversation regarding the features included with JusticeONE Court. As discussed, here's a quick summary of the three key capabilities we covered:

1. **NCIC Integration:** JusticeONE Court includes built-in NCIC functionality, supporting both single and batch lookups. This feature is available before and during court proceedings.
2. **Virtual Court:** You can fully conduct virtual court sessions through JusticeONE Court. Our platform is hosted on the Microsoft Azure Government Cloud (azure.gov), enabling secure access from any location with an internet connection. For video conferencing, Zoom can be used in conjunction with the system.
3. **State Reporting (Georgia):** JusticeONE Court supports direct integration with Georgia state reporting systems for municipal courts. You can easily submit required data to the state with just a few clicks—right from within the platform.

Please don't hesitate to reach out if you have any questions or would like more information about any of these features.

Best regards,

Kevin Seay



Single Source Procurement Justification Form

City of Mableton

Department Requesting: Municipal Court

Requesting Official: Mallory Minor – Municipal Court Administrator

Procurement: Purina Alexander – Purchasing Manager

Date: August 4, 2025

Vendor: JusticeOne

Product Service Title: Municipal Court Case Management Software

Estimated Value: \$2600.00 monthly fee (\$31,200) annually

Contract Duration: Initial 1-year term, with four (4) one-year renewal options.

Subject: Single Source Justification – JusticeOne Municipal Court Software Solution

Background:

The City of Mableton is currently seeking to modernize and streamline operations for the Municipal Court. After thorough internal research and legal review, JusticeOne has been identified as the Single Source provider that can meet all operational, technical, and legal requirements for our court case management system.

Justification for Single Source Procurement

JusticeOne is the only known vendor offering a fully integrated, secure, and Georgia-compliant Municipal Court Case Management Software specifically configured for local government use. The software includes core functionalities such as case tracking, citation management, financial compliance, and integration with GCIC/NCIC systems. JusticeOne meets all CJIS security standards, the Georgia Open Records Act, ADA/WCAG 2.1 accessibility standards, and O.C.G.A. e-signature requirements. Additionally, the solution provides cloud hosting, data migration, user training, technical support, and ongoing software maintenance.

Alternatives Considered

A review of other municipal software vendors revealed that no alternative providers offer the necessary combination of Georgia-specific legal compliance, integration with state law enforcement systems, and seamless compatibility GCIC/NCIC systems. Other systems either lack



CJIS compliance, require third-party integrations, or do not support automated reporting to Georgia's judicial bodies. Therefore, JusticeOne remains the only vendor capable of fully meeting the operational and legal requirements of the City of Mableton Municipal Court.

Procurement Method:

A formal Request for Proposals (RFP-25-04) has been drafted and attached to formalize the engagement, in compliance with the State of Georgia Procurement Manual and City of Mableton interim procurement policy. However, due to JusticeOne being the only platform that meets the required specifications for Municipal Court integration, this engagement is being pursued under a Single Source Justification.

Impact if Procurement is not approved

Failure to proceed with JusticeOne may result in delayed modernization of court systems, non-compliance with Georgia judicial and data security regulations, reduced staff efficiency, and increased long-term costs due to reliance on outdated or manual processes. The risk of data inaccuracy, and audit deficiencies will also significantly increase without this integrated solution.

Recommendation:

Staff recommends proceeding with contract execution and procurement of JusticeOne software under the City's single source authority to ensure compliance, efficiency, and rapid implementation aligned with the Court's operational goals and statutory obligations.

Please review and advise if you have any questions or require additional documentation.

Certification and Approval

I hereby certify that the above justification is accurate and that no known conflict of interest exists in this procurement.

Signatures:

Requesting Official Signature: *Mallory Minor*

Date: 8/6/25

Procurement Official: *Purina Alexander*

Date: 8/6/25

IT Director: *Frantz Francois*

Date: 08/06/2025



AGENDA ITEM MEMORANDUM

MEETING OF: September 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Alternative methods for presenting information regarding requests for rezoning and other entitlement cases - Community Development Director Michael Hughes

BACKGROUND/SUMMARY: As a new city that is developing new processes and procedures, we have determined that there may be a benefit to affording our elected officials an opportunity to review these cases in greater detail so they can make more informed decisions that are in the best interest of the community. To that end, staff is pleased to present for Mayor & Council's consideration alternatives that are intended to offer more time to discuss these cases in detail as they are brought forward.

BUDGETED/FINANCIAL IMPACT – FUND: NA

RECOMMENDATION:

ATTACHMENTS:

1. Community Development process



Community Development

Recommendations on process to share zoning
information with Mayor and Council



Recommendation

Schedule a training session for Mayor and Council with Director and Zoning Consultant.

Recommendation

Option #1



- Community Development will schedule zoning cases for the hearings with separate work session.
- This will allow work session presentation on Monday night with applicants and staff. This is information and questions and answers. No votes or public hearing at this meeting.
- This application will then be scheduled for a hearing on Wednesday night.

Recommendation Option #2



- Add separate meeting dedicated to zoning and community development cases.
- Example third week of the month.



Recommendation

Optional quarterly meetings with district council person and community development staff to discuss applications and projects in their district.



AGENDA ITEM MEMORANDUM

MEETING OF: September 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: City Council Newsletter Options-Gregory Woods, Director of Communications

BACKGROUND/SUMMARY:

The Department of Communications has evaluated email newsletter platforms currently in use by peer cities across the metro Atlanta area. A survey of surrounding jurisdictions shows a mix of Constant Contact, Mailchimp, and Granicus/GovDelivery.

Both **Mailchimp** and **Constant Contact** provide robust features such as email marketing, third-party integrations, social media marketing, analytics, surveys, and multi-user platforms.

However, pricing differs significantly:

- Mailchimp: \$450/month (\$5,400 annually)
- Constant Contact: \$735/month (\$8,820 annually)

Additionally, Mailchimp is already in use by the Mayor's Office for his newsletter, which provides familiarity and continuity for city staff.

Two scenarios were considered for newsletter implementation:

1. Each Council Member drafts his/her own quarterly newsletter, with support from Executive Assistant to Council.
2. Council approves the addition of a dedicated writer in the Department of Communications to manage all newsletters.

BUDGETED/FINANCIAL IMPACT – FUND:

Estimated annual cost:

- Mailchimp: \$5,400
- Constant Contact: \$8,820

From which account should the funds be allocated from is to be determined.

RECOMMENDATION: Staff recommends adoption of **Mailchimp** as the City Council newsletter platform due to lower cost and existing use within the city.

ATTACHMENTS:

1. Newsletter_Comms_GW_090825



Gregory Woods

DIRECTOR OF COMMUNICATIONS

City of Mableton

Monday, Sept. 8, 2025

City Council Newsletter Options.

Snapshot of what local cities are using across the metro Atlanta area



Atlanta City Council
Granicus / GovDelivery



Sandy Springs
Mailchimp



Roswell
Constant Contact



Alpharetta
Mailchimp



Smyrna
Mailchimp



Marietta
Granicus / GovDelivery



Kennesaw
Constant Contact



Brookhaven
Constant Contact



Dunwoody
Constant Contact



Peachtree Corners
Constant Contact



Norcross
Constant Contact for newsletters



Stone Mountain
Mailchimp

Mailchimp Constant Contact



Email Marketing



3rd Party Integration



Social Media Marketing



Template Library



SMS Marketing



Analytics Reporting



AI



Surveys & Polls



Multi-User Platform



Customer Support



MAILCHIMP

\$450.00 a month — \$5,400.00 annually



CONSTANT CONTACT

\$735.00 a month — \$8,820.00 annually

Staff Recommendation

Staff recommends adoption of Mailchimp as the City Council newsletter platform due to lower cost and existing use within the city.

Two scenarios to be considered for newsletter implementation:

1. Each Council Member drafts their own quarterly newsletter, with support from Executive Assistant to Council Staff and the Department of Communications' graphic designer.
2. Council approves the addition of a dedicated writer in the Department of Communications to manage all newsletters.



Questions?