



CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
November 12, 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 REGULAR MEETING AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF AGENDA

6. PUBLIC HEARINGS

- a. **REZ2025-004 - 6851 Queen Mill Rd (Tax Parcel 1804050240) Applicant is seeking to rezone 4.0 acres from R-20 to R-15 for the development of seven (7) single-family detached homes - Community Development Director Michael Hughes**

Deferred by the Planning Commission on October 9, 2025 to their November 6, 2025 hearing. This item was deferred by the Mayor and Council to their November 12, 2025 Public Hearing. The item will be deferred again until December 10, 2025 meeting.

7. PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS

- a. **Comments and Updates Regarding the Impact of the Federal Government Shutdown - Mayor Owens**
b. **Financial Reports - 1st Quarter Financials FY 2026 - Finance Director Karen Ellis**

8. APPOINTMENTS

9. MAYOR'S RECOGNITION OF OUTGOING COUNCIL/PUBLIC COMMENTS - 2 minutes per speaker - no more than 30 minutes for all speakers. Anyone wishing to make a public comment should complete and submit the public comment card to the City Clerk prior to the start of the meeting.

10. CONSENT AGENDA

- a. **Consideration and Approval of a Resolution Adopting the City of Mableton 2026 City Holiday Calendar**

- b. Ratification of Council member approved elevations - Sawmill Creek located near Maxham Road, PIN 18008700190.
- c. Approval of October 22, 2025 Work Session Minutes
- d. Approval of October 22, 2025 Regular Meeting Minutes
- e. Approval to allow the Mayor to sign the stormwater maintenance agreement for the 6470 Mableton Parkway. Property is located in Land Lot 297, 18th District, Cobb County. PIN 18029700400
- f. Ratification of Council member approved site plan and landscaping plan - Gas Station Expansion located at 124 Six Flags Pkwy, PIN 18060300020.

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- a. Consideration and Approval of an Agreement with Georgia Municipal Association and the City of Mableton for collection of unpaid, escaped and delinquent privilege or occupational license taxes and fees from firms or associations transacting insurance business in the City
- b. Consideration and Approval of Resolution of the City of Mableton Requesting and Authorizing the City's Local Legislative Delegation to Introduce Legislation at the Regular 2026 Session of the Georgia General Assembly Authorizing a Referendum Election for the City's Exercise of Redevelopment and other Powers and for Other Lawful Purposes - Economic Development Director Artie Jones
- c. Second Read - Consideration and Approval of An Ordinance Setting the FY 2026 Regular Meeting Schedule - City Clerk Susan Hiott
- d. Second Read - Consideration and Approval of An Ordinance Updating Chapter 14, Animal Control, of the City of Mableton Code of Ordinances and for Other Lawful Purposes - City Attorney Emilia Walker-Ashby
- e. Consideration and Approval for Mayor to negotiate and execute in substantial form the Addendum and Professional Services Agreement with Retail Strategies for RFP 25-03 - Economic Development Director Artie Jones

13. OTHER BUSINESS/DISCUSSION

14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

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

16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

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

18. ADJOURNMENT

Persons with special needs relating to handicapped accessibility, disability, or foreign language may contact the City Clerk at (404) 927-9502 or susan.hiott@mableton.gov at least three days prior to the meeting. The clerk

can be located at the City of Mableton Administrative Offices, 1245 Veterans Memorial Highway, Mableton, Georgia 30126 during regular office hours.



AGENDA ITEM MEMORANDUM

MEETING OF: November 12, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: REZ2025-004 - 6851 Queen Mill Rd (Tax Parcel 1804050240) Applicant is seeking to rezone 4.0 acres from R-20 to R-15 for the development of seven (7) single-family detached homes - Community Development Director Michael Hughes

Deferred by the Planning Commission on October 9, 2025 to their November 6, 2025 hearing. This item was deferred by the Mayor and Council to their November 12, 2025 Public Hearing. The item will be deferred again until December 10, 2025 meeting.

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS: None



AGENDA ITEM MEMORANDUM

MEETING OF: November 12, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Comments and Updates Regarding the Impact of the Federal Government Shutdown - Mayor Owens

BACKGROUND/SUMMARY: See Resolution attached.

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS: None



AGENDA ITEM MEMORANDUM

MEETING OF: November 12, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Financial Reports - 1st Quarter Financials FY 2026 - Finance
Director Karen Ellis

BACKGROUND/SUMMARY: Financial Reports - 1st Quarter Financials FY 2026

BUDGETED/FINANCIAL IMPACT – FUND: none

RECOMMENDATION:

ATTACHMENTS:

1. Council Presentation FY2026 QTR 1

CITY OF MABLETON

FY 2026 FINANCIAL REVIEW

Quarter 1: July-September 2025

Prepared by the Finance Department

November 12, 2025





CITY OF MABLETON - NOTES TO THE FINANCIAL STATEMENTS*
For First Quarter Ending September 30, 2025

CITY OF MABLETON

Financial Overview/ Highlights

The City is currently at 25% of the Fiscal Year. Our fiscal year begins July 1 and ends June 30.

GENERAL FUND

\$1,354,779 , 10.39% above anticipated year to date.

\$2,339,123 , 14.60% less than expected year to date.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Explanation
Revenues				
Franchise Taxes	\$92,168	\$2,265,000	4.07%	Payments rec'd quarterly - on target
Business & Occupational Tax	\$100,744	\$2,500,000	4.03%	Most collections occur in March
Insurance Premium Tax	\$0	\$4,250,000	0.00%	Only collected once a year on 10/15
Licenses & Permits	\$302,847	\$1,000,000	30.28%	Trending above budget estimates
Interest	\$52,275	\$20,000	261.38%	Above interest rate projected in budget
Total revenue collections are				
Expenditures				
Risk Management	\$47,496	\$85,000	55.88%	Liability Insurance paid in full for year
Total expenditures to-date are				

* All financials are considered unaudited until final review and report issued by the City's auditors.



City of Mableton
CASH & INVESTMENTS
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For First Quarter Ending September 30, 2025

CASH / INVESTMENT		INTEREST RATE	ACCT BALANCE
CITY OF MABLETON			
TRUIST BANK			
	CHECKING	0.00%	\$556,283
TOTAL TRUIST			\$556,283
UNITED BANK			
	CHECKING	0.00%	\$91,950
	MONEY MARKET	3.45%	\$4,921,261
TOTAL UNITED BANK			\$4,921,261
GEORGIA FUND 1			
	POOLED INVESTMENT	4.28%	\$1,746,182
TOTAL GEORGIA FUND 1			\$1,746,182
TOTAL CASH & CASH EQUIVALENTS			\$7,223,726
MABLETON URBAN REDEVELOPMENT AGENCY			
UNITED BANK			
	MONEY MARKET	4.20%	\$2,491,469
TOTAL UNITED BANK			\$2,491,469
TOTAL CASH & CASH EQUIVALENTS			\$2,491,469



General Fund



Revenues through 9/30/2025

	Current Period Actuals	Year-to-Date Actuals	Annual Budget	Budget Available + (-)	% Budget Actual	Projected Year End 6/30/2026
Revenues						
Property Taxes (TAVT)	773,227	773,227	2,850,000	2,076,773	27%	3,092,908
Franchise Taxes	92,168	92,168	2,265,000	2,172,832	4%	2,468,672
Business & Occupational Tax	100,744	100,744	2,500,000	2,399,256	4%	2,604,464
Insurance Premium Tax	-	-	4,250,000	4,250,000		4,250,000
Licenses & Permits	302,847	302,847	1,000,000	697,153	30%	1,211,388
Charges for Services	31,918	31,918	11,000	(20,918)	290%	69,671
Fines & Forfeitures	-	-	-	-		-
Interest	52,275	52,275	20,000	(32,275)	261%	209,100
Miscellaneous	1,600	1,600	-	(1,600)	0%	1,600
Transfer from Other Funds	-	-	140,625	140,625		-
Other Financing Sources	-	-	-	-		-
Total Revenues	1,354,779	1,354,779	13,036,625	11,681,846	10.39%	13,907,803



Expenditures through 9/30/2025

	Current Period Actuals	Year-to-Date Actuals	Annual Budget	Budget Available + (-)	% Budget Actual	Projected Year End 6/30/ 2026
Expenditures						
City Council	77,313	77,313	370,100	292,787	20.89%	309,253
City Mayor	111,923	111,923	483,300	371,377	23.16%	447,690
City Manager	150,416	150,416	794,800	644,384	18.92%	752,663
City Clerk	58,585	58,585	421,350	362,765	13.90%	404,339
Finance & Administration	190,743	190,743	1,086,400	895,657	17.56%	962,972
City Attorney	-	-	600,000	600,000		600,000
Information Technology	92,425	92,425	951,100	858,675	9.72%	909,699
Human Resources	77,039	77,039	679,400	602,361	11.34%	658,158
Risk Management	47,496	47,496	85,000	37,504		65,000
Facilities & Property Management	143,522	143,522	1,141,900	998,378	12.57%	974,089
Communications	94,839	94,839	534,050	439,211	17.76%	519,356
General Administration	6,781	6,781	234,700	227,919	2.89%	177,122
Municipal Court	48,916	48,916	730,900	681,984	6.69%	705,664
Sustainability Waste & Beautification	44,753	44,753	481,400	436,647	9.30%	469,011
Parks & Recreation	66,312	66,312	1,018,900	952,588	6.51%	755,249
Community Development	433,997	433,997	2,662,600	2,228,603	16.30%	2,635,989
Code Enforcement	218,082	218,082	1,058,200	840,118	20.61%	932,328
Economic Development	85,982	85,982	618,800	532,818	13.89%	612,926
Other Financing Uses	390,000	390,000	2,073,193	1,683,193	18.81%	2,073,193
Total Expenditures	2,339,123	2,339,123	16,026,093	13,686,969	14.60%	14,964,701

Change in Fund Balance	(984,344)	(984,344)	(2,989,468)	(2,005,123)		(1,056,898)
-------------------------------	------------------	------------------	--------------------	--------------------	--	--------------------

Fund Balance - Beginning		7,565,466	7,565,466			7,565,466
Fund Balance - Ending		6,581,122	4,575,999			6,508,569



Tree Fund



Revenues & Expenditures

	Current Period	Year-to-Date	FY2026	Budget	%
	Actuals	Actuals	Annual Budget	Available + (-)	Budget Actual
REVENUES					
Development Impact Fees	\$ -	\$ -	\$ -	\$ -	-
Other Misc Revenue	-	-	-	-	-
Total revenues	\$ -	\$ -	\$ -	\$ -	-
EXPENDITURES					
Current:					
Approved Projects	\$ -	\$ -	\$ 160,000	\$ 160,000	
Total Expenditures	\$ -	\$ -	\$ 160,000	\$ 160,000	
OTHER FINANCING SOURCES (USES)					
Transfers in from General Fund	\$ -	\$ (40,000)	\$ (160,000)	\$ (120,000)	
Total Other financing sources and uses	\$ -	\$ (40,000)	\$ (160,000)	\$ (120,000)	
Net change in fund balances	-	40,000	-	(40,000)	
Fund balance - beginning		-	-		
Fund balance - ending		\$ 40,000	\$ -		



Six Flags Special District Fund



Revenues & Expenditures

	Current Period	Year-to-Date	FY2026	Budget	%
	Actuals	Actuals	Annual Budget	Available	Budget
				+ (-)	Actual
REVENUES					
Real Property Tax-Current Year	\$ -	\$ -	\$ 1,250,000	\$ (1,250,000)	
Interest Revenues	-	-	-	-	
Total Revenues	\$ -	\$ -	\$ 1,250,000	\$ (1,250,000)	
EXPENDITURES					
Contracted Services	\$ -	\$ -	\$ 54,000	\$ 54,000	
Contingency	-	-	1,196,000	1,196,000	
Total Expenditures	\$ -	\$ -	\$ 1,250,000	\$ 1,250,000	
Excess of revenues over expenditures	\$ -	\$ -	\$ -		
Net change in fund balances		\$ -	\$ -		
Fund balances - beginning			-	-	
Fund balances - ending		\$ -	\$ -		



Hotel/Motel Tax Fund



Revenues & Expenditures

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Taxes					
Hotel/Motel Taxes	\$ 103,749	103,749	\$ 375,000	\$ 271,251	38%
Total Revenues	\$ 103,749	103,749	\$ 375,000	\$ 271,251	38%
OTHER FINANCING SOURCES (USES)					
Transfers out to General Fund	\$ (38,906)	(38,906)	\$ (140,625)	\$ (101,719)	38%
Transfers out to Meet Mableton	\$ (64,843)	(64,843)	(234,375)	(169,532)	38%
Total Other financing sources/uses	\$ (103,749)	(103,749)	\$ (375,000)	\$ (271,251)	38%
Net change in fund balances	-	-	-	-	
Fund balance - beginning		-	-		
Fund balance - ending		-	\$ -		



Capital Projects Fund



Revenues & Expenditures

	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals Including Encumb	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES						
Charges for Service	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interest Revenue	-	-	-	-	-	-
Realized Gain or Loss on Investments	-	-	-	-	-	-
Other Misc Revenue	-	-	-	-	-	-
Total revenues	\$ -	\$ -	\$ -	\$ -	\$ -	-
EXPENDITURES						
Capital Outlay						
Finance	\$ -	\$ -	\$ -	\$ -	\$ -	-
Information Services	18,353	18,353	18,353	150,000	131,647	12%
General Govt Bldg	352,630	352,630	352,630	500,000	147,370	71%
Passive Parks/Greenspace	-	-	-	-	-	-
Community Development	-	-	-	-	-	-
Total Capital Outlay	\$ 370,983	\$ 370,983	\$ 370,983	\$ 650,000	\$ 279,017	133%
Excess of revenues over expenditures	\$ (370,983)	\$ (370,983)	\$ (370,983)	\$ (650,000)	\$ (279,017)	57%
OTHER FINANCING SOURCES (USES)						
Transfers in from General Fund	\$ (350,000)	\$ (350,000)	\$ (350,000)	(1,400,000)	\$ 1,050,000	25%
Proceeds of Sale of Assets	-	-	-	-	-	-
Contingencies	-	-	-	750,000	750,000	-
Total other financing sources and uses	\$ (350,000)	\$ (350,000)	\$ (350,000)	\$ (650,000)	\$ 1,800,000	54%
Net change in fund balances	(20,983)	(20,983)	(20,983)	-	-	-
Fund balance - beginning	-	-	-	-	-	-
Fund balance - ending	\$ (20,983)	\$ (20,983)	\$ (20,983)	-	-	-



Urban Redevelopment Agency Fund



Revenues & Expenditures

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Interest Revenues (United)	\$ -	\$ -	\$ -	\$ -	
Interest Revenues (Truist)	30,305	30,305	-	30,305	
Total revenues	\$ 30,305	\$ 30,305	\$ -	\$ 30,305	
EXPENDITURES					
Capital Outlay					
General Government Buildings	\$ 70,526	\$ 70,526	\$ -	\$ (70,526)	
Arbitrage Yield Reduction Payment	-	-	-	-	
Bond Principal	-	-	260,000	260,000	
Bond Interest	-	-	253,193	253,193	
Fiscal Agent's Fees	-	-	-	-	
Total Capital Outlay	\$ 70,526	\$ 70,526	\$ 513,193	\$ 442,667	14%
Excess of revenues over expenditures	\$ (40,221)	\$ (40,221)	\$ (513,193)	\$ (412,362)	
OTHER FINANCING SOURCES (USES)					
Transfers in from General Fund	\$ -	\$ -	\$ 513,193	\$ (513,193)	
Transfers out to General Fund	-	-	-	-	
Revenue Bond Proceeds	-	-	-	-	
Total other financing sources and uses	\$ -	\$ -	\$ 513,193	\$ (513,193)	
Net change in fund balances		\$ (40,221)	\$ -		
Fund balance - beginning		2,565,771	2,565,771		
Fund balance - ending		\$ 2,525,550	\$ 2,565,771		



- Serving the citizens of Mableton through integrity, accountability, and sound financial management





AGENDA ITEM MEMORANDUM

MEETING OF: November 12, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Consideration and Approval of a Resolution Adopting the City of Mableton 2026 City Holiday Calendar

BACKGROUND/SUMMARY: Each year, the City of Mableton adopts an official holiday calendar to ensure consistency across departments and to support employee planning and operational scheduling. The proposed 2026 Holiday Calendar designates official paid holidays for City employees reflects the City's commitment to recognizing nationally significant observances while maintaining flexibility to meet municipal operational needs.

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: Consideration for approval of the proposed 2026 Holiday Calendar for the City of Mableton. Approval will establish the official paid holidays for City employees for the 2026 calendar year and ensure consistency in scheduling across all departments.

ATTACHMENTS:

1. RES2025-10- Holiday Schedule (1)

**RESOLUTION ESTABLISHING A CITY HOLIDAY SCHEDULE FOR 2026 AND FOR
OTHER LAWFUL PURPOSES**

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

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

WHEREAS, the City Council through this Resolution desires to establish a City Holiday Schedule for year 2026 whereby employees are paid, and offices are closed; and

WHEREAS, the City of Mableton will be hiring additional employees, and setting up the holidays and other benefits within its payroll systems and needs the governing body's approved holiday schedule for 2026; and

WHEREAS, this Resolution is enacted to safeguard and promote the public health, safety, and general welfare of the City.

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

Section 1. The City's 2026 Holiday Schedule is hereby established and adopted in which **City Offices will be closed:**

New Years Day	Thursday, January 1 st
Martin Luther King Jr. Day	Monday, January 19 th
Presidents Day	Monday, February 16 th
Memorial Day	Monday, May 25 th
Juneteenth	Friday, June 19 th
Independence Day	Friday, July 3 rd **
Labor Day	Monday, September 7 th
Indigenous Peoples' Day	Monday, October 12 th
Veterans Day	Wednesday, November 11 th
Thanksgiving	Thursday, November 26 th
Day after Thanksgiving	Friday, November 27 th
Christmas Eve	Thursday, December 24 th
Christmas Day	Friday, December 25 th

Additionally, one (1) Floating Holiday per year is available for employees. Floating holidays are not carried over from year to year or eligible for payout if unused. They refresh every January 1st and for employees who start at any point during the year, their floating holidays will be prorated based on start date.

If a holiday falls on a Saturday, the preceding Friday will be treated as a holiday for pay and leave purposes. If a holiday falls on a Sunday, the following Monday will be treated as a holiday for pay and leave purposes.

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

(a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause

or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

- (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

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

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

BE IT SO RESOLVED, this _____ day of _____, 2025.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, City Attorney



AGENDA ITEM MEMORANDUM

MEETING OF: November 12, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Ratification of Council member approved elevations - Sawmill Creek located near Maxham Road, PIN 18008700190.

BACKGROUND/SUMMARY: Section 2.03 of the zoning ordinance outlines procedures for modifications to site plans or zoning conditions applied to any rezoning, temporary land use permits, special land use permit, or other zoning agenda item. Additionally, this code states the following:

Any rezoning, temporary land use permit, or other zoning agenda item approved by the Cobb County Board of Commissioners before the adoption of the MZC that requires the district commissioner approve a site plan, landscape plan, architecture or other item as a condition of zoning and no such approval was made as of the adoption of the MZC, shall require approval by the Council Member in whose district the property is located. Upon that Council Member's approval, the item shall be ratified by being placed on the consent agenda for the next regularly scheduled Council meeting. Site plans, landscape plans, architecture or other items previously approved by the district commissioner may only be amended by the Mayor and Council at any regularly scheduled meeting or hearing following the approval of the Council Member in whose district the property is located.

The attached plans were approved by Councilman Ferguson on 11/3/2025.

.

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. Sawmill Creek Elevations

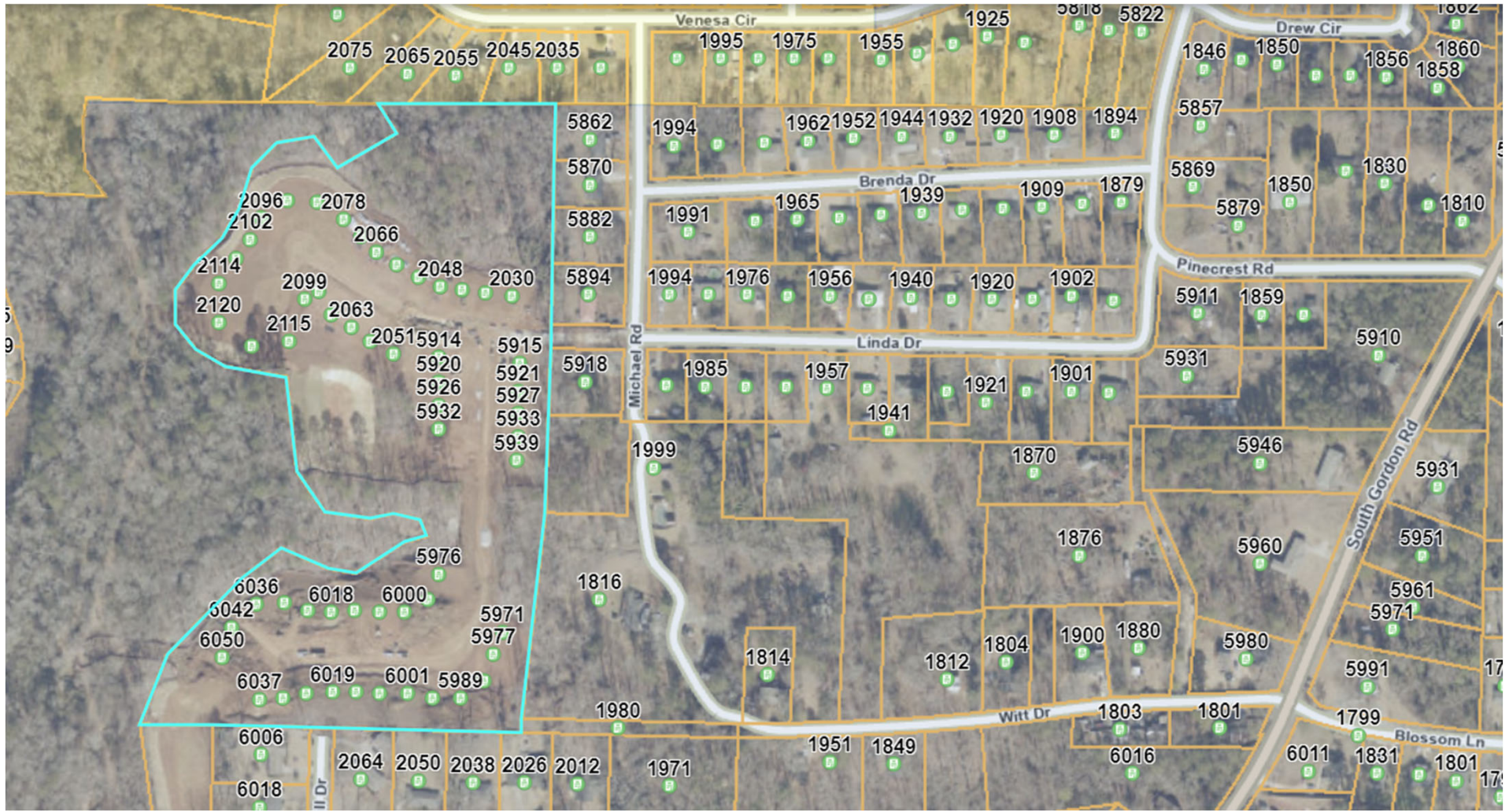


Sawmill Creek Residential Subdivision Elevations

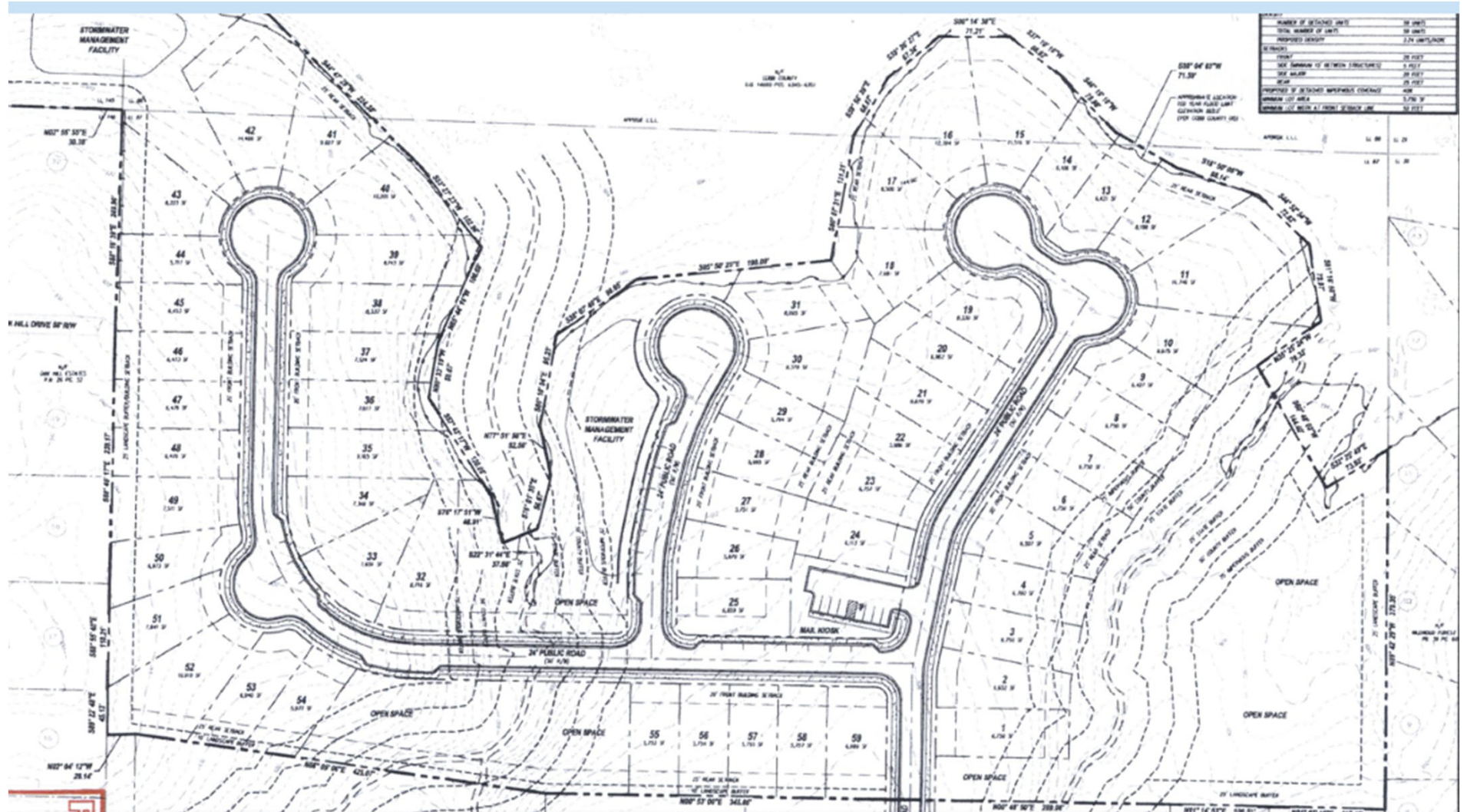
Project Overview

- Subdivision Name: Sawmill Creek
- Developer: Kerley Family Homes
- Location: Near - Maxham Rd
- (Tax Parcel 18008700190)
- Number of Lots/Units: 59 units
- Zoning: RA-5 (Single family Residential District 7,000 square foot lot size) Z-65 of 2022.

Location



Site Plan



Architectural Styles Presented with Zoning

ARCHITECTURAL LANGUAGE

1. Modern Farmhouse

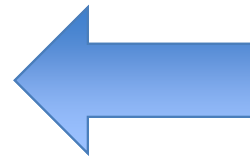
Clean lines, simple design, gable features, covered porches, board & batten siding.

2. Craftsman

Low pitched gable roof and features, overhanging eaves, rafter tail, heavy tapered columns, covered porches, window brackets and awnings.



Staff notes, because of the lot width and setback approved, only the smaller width house fits on the approved lots.



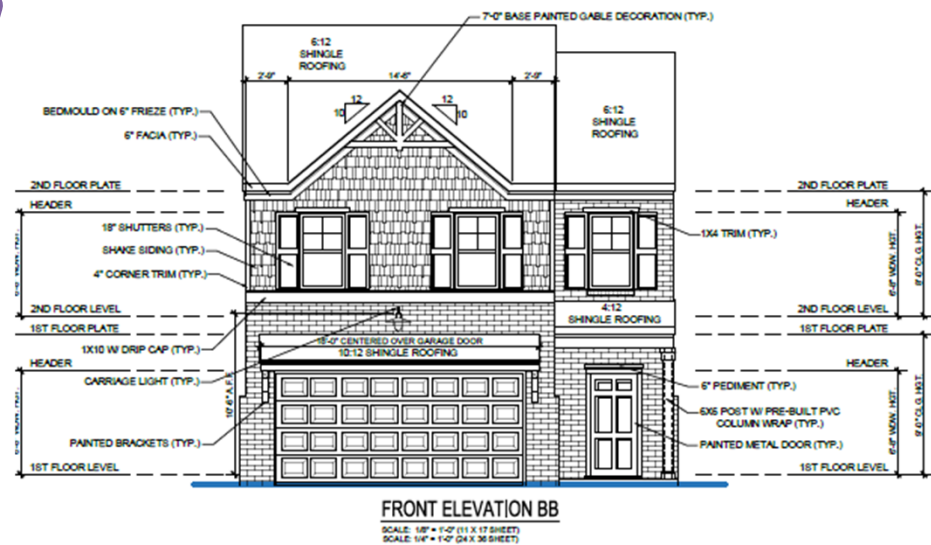
Approved Stipulations

1. The stipulations and conditions set forth herein shall replace and supersede in full any and all prior stipulations and conditions in whatsoever form which are currently in place concerning the property which constitutes the subject matter of the above-captioned Application for Rezoning.
 2. The Subject Property shall be developed in substantial conformity to that certain revised site plan prepared by Ridge Planning and Engineers (dated April 14, 2023) which is being submitted concurrently herewith.
 3. The Subject Property shall be developed for the purposes accommodating 59 detached, single-family homes as shown in the revised site plan at a proposed maximum density of 3.24 units per acre.
 4. The architectural style and composition of the homes shall be in substantial compliance with the architectural images which are being submitted concurrently herewith.
 5. Home sizes shall range from a minimum of 1,800 square feet to 2,400 square feet which dictates expected price points consistent with such products within this sub-area of Cobb County.
 6. Compliance with recommendations from the Cobb County Department of Transportation ("DOT") which include:
 - a. Streets, lighting and utilities shall be constructed to the Cobb County Standard Specifications for public streets.
 - b. All guest on-street parking shall be parallel and a minimum of 50 feet straight-line distance from any adjacent intersection or driveway curb return.
 7. Compliance with recommendations from the Cobb County Fire Marshal's Office regarding life safety and fire prevention.
 8. Compliance with the recommendations from the Cobb County Water System with respect to the availability of water and sewer for the Subject Property.
 9. Compliance with recommendations from Stormwater Management Division, including:
 - a. At Plan Review, the developer shall provide a comprehensive Hydrology Study and Design for the Stormwater Management Design.
 - b. At Plan Review the Engineer is to calculate and provide the percentage of impervious coverage for the project site.
 - c. Developer and Engineer shall schedule a pre-design concept meeting with the Cobb County Stormwater Management Division, at which time a proposed concept stormwater management plan shall be presented.
 - d. If required, Owner/Developer will be responsible for obtaining any required wetland permits from the U.S. Army Corps of Engineers. Copies of the Corps of Engineers' approvals/permits are to be furnished at the time of the Land Disturbance Permit and scanned onto the plan sheets of the project drawings.
 10. The Developer shall set up a mandatory Homeowners Association ("HOA") with strict architectural controls and will submit Covenants, Conditions and Restrictions ("CCRs") which will govern and regulate community infrastructure and assume responsibility for the upkeep and maintenance of all common areas, fencing,
-

Stipulations - Continued

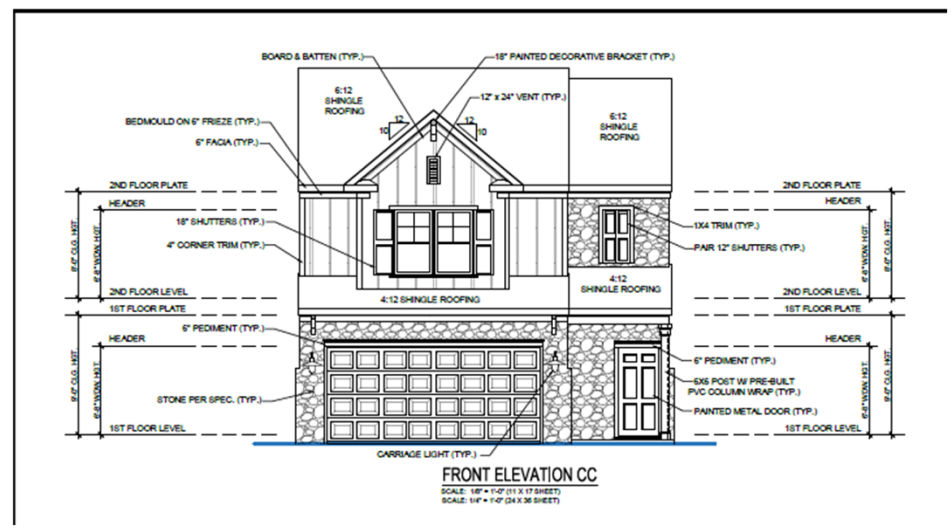
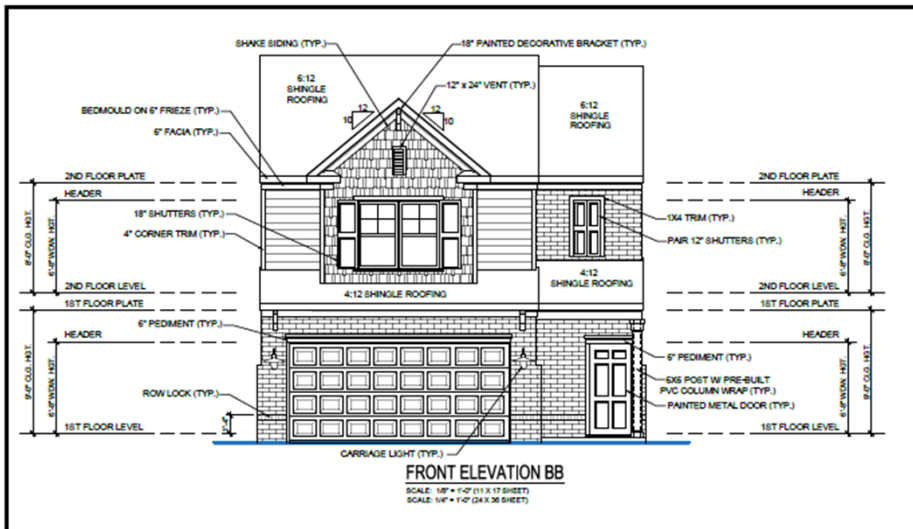
vegetation and analogous features. However, the HOA will have no responsibility for the internal road network, all of which will meet Cobb County standards for public streets.

11. The submission of a Landscape Plan during the Plan Review Process which will be subject to review by the County Arborist and subject to final review and approval by the District Commissioner.
12. The proposed site plan includes setbacks and lot sizes approved as part of the previous zoning stipulations and an initial site plan approval which includes: front setbacks of 20 feet; side setbacks of 5 feet; rear setbacks of 25 feet; 15 feet between structures; and, a minimum lot width of 50 feet at the front building line. In addition, the Applicant has indicated a minimum lot size of 5,750 (larger than the minimum previously approved). The previous approval indicated 63 lots and the proposed site plan indicates 59 lots.
13. The District Commissioner shall have the authority to approve certain minor modifications to the site plan, the architecture and the stipulations/conditions as the development proposal proceeds through the Plan Review process and thereafter, except for those that:
 - a. Reduce the size of an approved buffer adjacent to property which is zoned in a more restrictive zoning district.
 - b. Relocate a structure closer to the property line of an adjacent property which is zoned in a more restrictive zoning district.
 - c. Increase the height of a building adjacent to property which is zoned in a more restrictive zoning district.
 - d. Change access locations to different roadways.
 - e. Seek additional Variances to provisions of the Cobb County Zoning Ordinance.

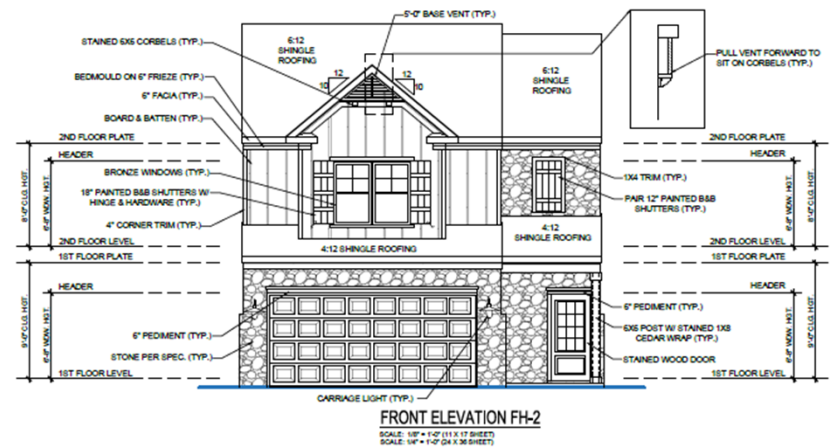
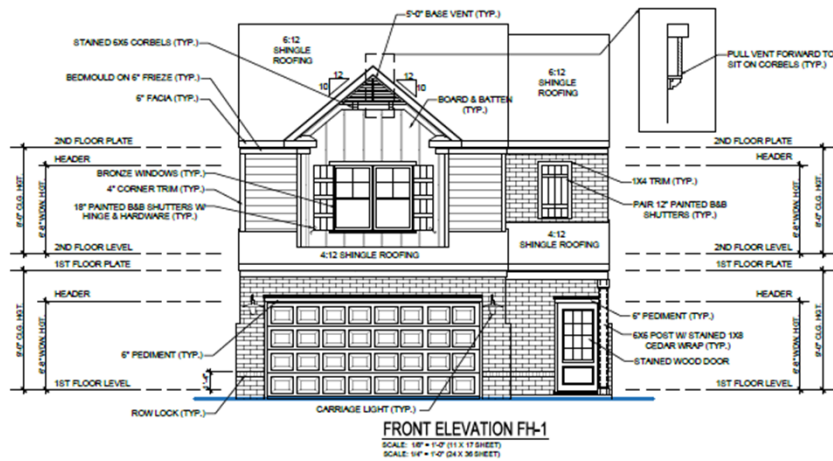


Proposed Residential Elevations

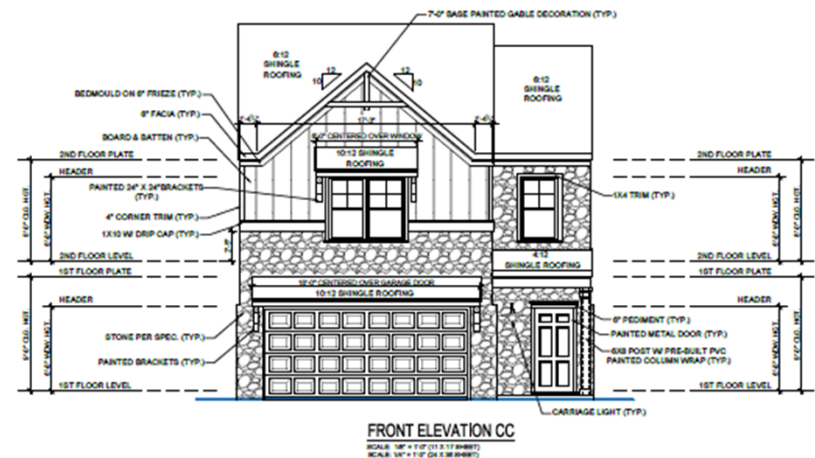
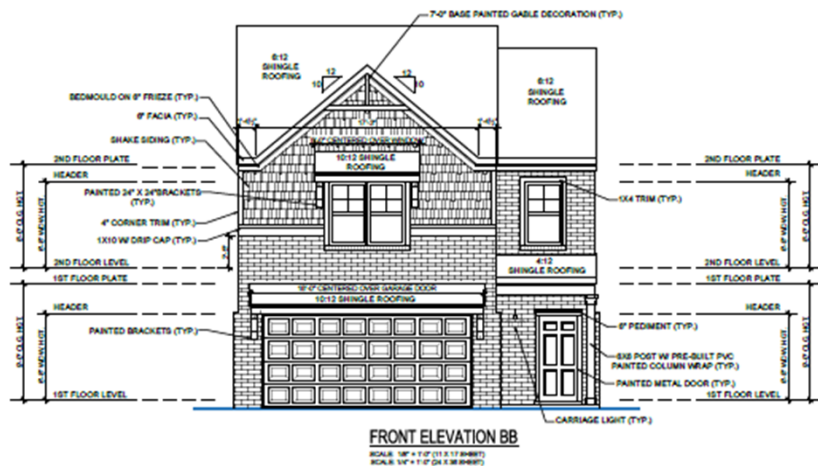
Seaside Master Plan



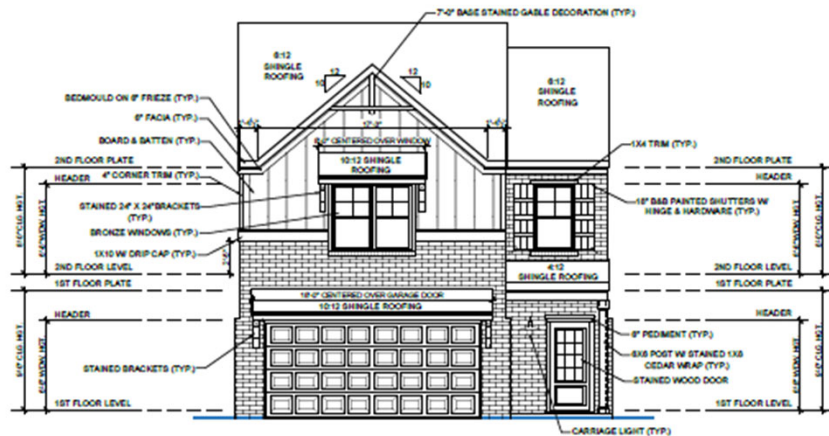
Seaside Master Plan



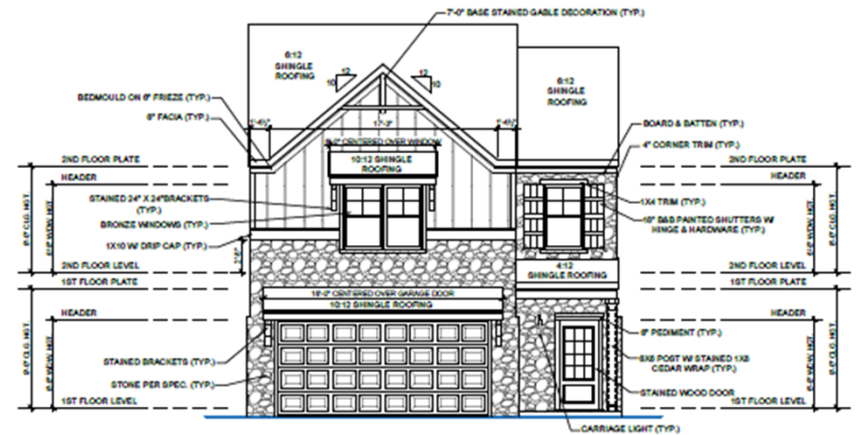
Manor Master Plan



Manor Master Plan

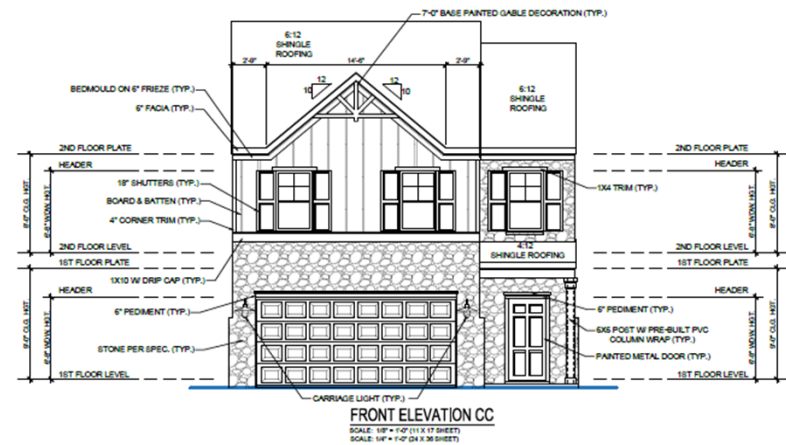
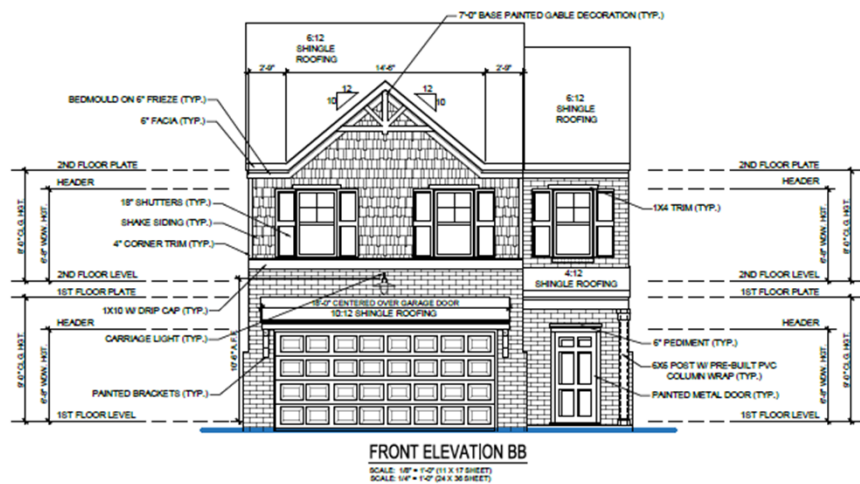


FRONT ELEVATION FH-1
SCALE: 1/8" = 1'-0" (11 X 17 SHEET)
SCALE: 1/4" = 1'-0" (24 X 36 SHEET)

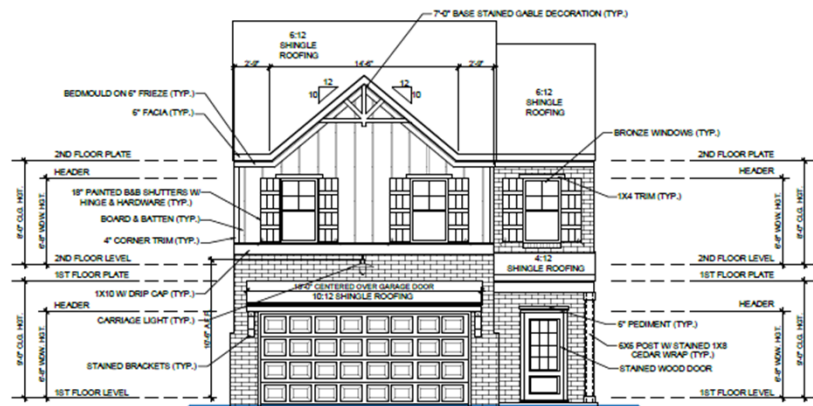


FRONT ELEVATION FH-2
SCALE: 1/8" = 1'-0" (11 X 17 SHEET)
SCALE: 1/4" = 1'-0" (24 X 36 SHEET)

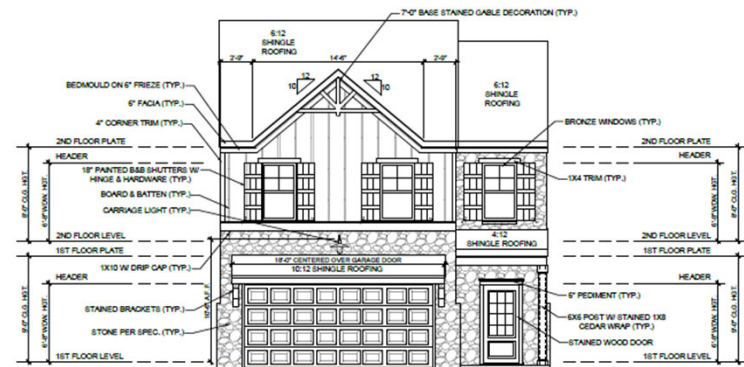
Honeybee Master Plan



Honeybee Master Plan



FRONT ELEVATION FH-1
SCALE: 1/8" = 1'-0" (11 X 17 SHEET)
SCALE: 1/4" = 1'-0" (24 X 36 SHEET)



FRONT ELEVATION FH-2
SCALE: 1/8" = 1'-0" (11 X 17 SHEET)
SCALE: 1/4" = 1'-0" (24 X 36 SHEET)



AGENDA ITEM MEMORANDUM

MEETING OF: November 12, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval of October 22, 2025 Work Session Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. October 22, 2025 Work Session Minutes



CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
October 22, 2025 at 5:15 PM

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

CITY COUNCIL WORK SESSION MINUTES

1. CALL TO ORDER

Mayor Pro Tem Jeffcoat called the meeting to order at 5:19 p.m.

2. ROLL CALL

City Clerk Susan Hiott conducted the roll call. Mayor Owens and Councilmember Ferguson were absent. Quorum was present.

3. AGENDA ITEMS AND DISCUSSION

4. PRE REGULAR MEETING AGENDA REVIEW

Mayor Pro Tem Jeffcoat led in a brief overview of the upcoming pre meeting agenda.

5. ANNOUNCEMENTS

None.

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

None.

7. ADJOURNMENT

Motion made to adjourn the meeting by Councilmember Oladapo and seconded by Councilmember Davis. The motion carried 5-0.

Dr. Michael Owens, Mayor

Susan Hiott, City Clerk



AGENDA ITEM MEMORANDUM

MEETING OF: November 12, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval of October 22, 2025 Regular Meeting Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. October 22, 2025 Regular Meeting Minutes



CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
October 22, 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 REGULAR MEETING MINUTES

1. CALL TO ORDER

Mayor Pro Tem Jeffcoat called the meeting to order at 6:33pm

2. ROLL CALL

City Clerk Hiott conducted the roll call. Mayor Owens and Councilmember Ferguson were absent. Quorum was present.

3. INVOCATION

The invocation as led by Councilmember Davis.

4. PLEDGE OF ALLEGIANCE

Led by City Manager Tanks.

5. APPROVAL OF AGENDA

Motion made by Councilmember Herndon, and seconded by Councilmember Auch to approve the agenda. The motion passed 5-0.

6. PUBLIC HEARINGS

- a. **OZI-2025-007 - Applicant request to amend Cobb County zoning stipulations Z-50 of 2022 for site plan approval, architectural design approval, and approval of a convenience store with fuel sales as a use for outparcel - Community Development Director Michael Hughes**

Open Public Hearing

Applicant and In Favor for the Application — 10 minutes

Against the Application — 10 minutes

Close Public Hearing

Mayor Pro Tem Jeffcoat announced the item. She reported that the applicant is requesting a formal amendment to the zoning stipulations established under Cobb County Zoning Case Z-50 of 2002 regarding the approved site plan, architectural design and approval of use. The 1.8 acre property is in District 6 and was part of larger rezoning project for the BJ

Wholesale Club.

Mayor Pro Tem Jeffcoat recognized Community Development Director Michael Hughes. He mentioned the following item under Item b - REZ2025-004, 681 Queen Mill Road, has been deferred by the Planning Commission to November 6th meeting. If anyone is in the audience for that hearing, it will not be heard until November 6th.

Mr. Hughes recognized Planning and Zoning Manager, Chris Wheeler who provided information about the application. The applicant, East West Fuel, LLC c/o Sams, Larkin and Huff requests to amend the stipulations of rezoning case Z-50 of 2002 to approve site plan, architectural design approval and approval of a convenience store with fuel sales. A PowerPoint presentation was shown. The presentation is available in the record.

Highlights of the presentation:

- An area photo of the subject property was shown.
- The property has frontage along the East West Connector and is underdeveloped.
- The site is in front of the Cobb County Police Training Center.
- The proposed site plan was shown. It shows a convenience store (4500 sq. ft.) with a gas canopy (6832 sq. ft)
- Architectural renderings were shown with a brick facade and stucco on the rear.
- Stipulations were shown. Staff has reviewed and agrees the request is consistent with surrounding use and zoning classification.
- Staff recommends approval.

Stipulations shown by Mr. Wheeler:

- No fast food restaurants or restaurants with drive-in windows on the out parcels.
- The City Council are to have final approval of architectural design and uses for the out parcels.
- Letter of agreeable stipulations from Mr. Garvis Sams dated June 21, 2002 (attached and made a part of the JULY 16, 2002 BOC Zoning Minutes.
- Owner/developer/applicant to contribute all costs associated with installation of signalization.
- Access/egress point located at parcel number 1 is limited to "right out" only.
- Water and Sewer Division comments and recommendations.
- Stormwater Management Division comments and recommendations.
- Cobb DOT comments and recommendations.
- Elevations shall be generally consistent with the front/side elevations dated September 18th 2025 subject to staff review and approval with compliance with code requirements. The rear of the structure shall be revised from the rendering provided to include additional architectural features subject to staff review.

Mayor Pro Tem Jeffcoat opened the public hearing and recognized the attorney, Parks Huff of law firm Parks Larkin who represented the applicant, East West Fuel, LLC. Mr. Huff explained how the property was zoned 23 years ago as a BJ Shopping Center. The parcel has been undeveloped and underutilized. The parcel has a police training facility now instead of the BJ Shopping Center. The applicant proposes a fuel supply convenience store. The site has been underdeveloped for 23 years. There is no gas station on the right-

hand side of the road along the East West Connector going South. There is a need for a good safe fuel station on the right-hand side. The Police training facility located behind the station provides safety, but the facility also brings a lot of activity for gas, coffee, and other items.

Mayor Pro Tem Jeffcoat asked for public comment from anyone in favor. There was none. Mayor Pro Tem Jeffcoat asked for public comment from anyone who was against the application. There was none. Mayor Pro Tem Jeffcoat closed the public hearing.

Mayor Pro Tem Jeffcoat asked if there were any questions or comments. Councilmember Herndon asked about the hours of operation. Mr. Parks replied from 6 am to midnight, but it may not be consistent seven days a week. There will be traditional hours.

Mayor Pro Tem Jeffcoat asked what type of gas station it would be. Mr. Parks stated he did not know at this time, but noted there would be significant food items also.

Motion made by Councilmember Herndon to approve OZI 2025-07 amending Cobb County Zoning Stipulations Z-50 of 2022 for site approval, architectural design approval, and approval of a convenience store with fuel sales as a use for the outparcel. Councilmember Auch seconded the motion and affirmed the motion included the approval of the stipulations. The motion passed 5-0.

- b. REZ2025-004 - 6851 Queen Mill Rd (Tax Parcel 1804050240) Applicant is seeking to rezone 4.0 acres from R-20 to R-15 for the development of seven (7) single-family detached homes - Community Development Director Michael Hughes**

Deferred by the Planning Commission on October 9, 2025 to their November 6, 2025 hearing. This item will be deferred by the Mayor and Council to their November 12, 2025 Public Hearing.

Item is deferred until November 12th, 2025.

7. PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS

- a. Presentation of the Wellness Grant Check from Georgia Municipal Association (GMA)**

Mayor Pro Tem Jeffcoat announced the item. She provided explanation about the City receiving a \$2,000 grant through the GMEBS Life & Health Insurance Fund's Health Wellness Program. She recognized Human Resources Director Jeanne Pope who came forward to speak about the grant. Ms. Pope recognized Human Resources Specialist Rochelle Blalock who submitted the application to GMEBS for the grant. Ms. Blalock spoke about her passion and niche for the health and welfare of the city employees. The audience applauded for Ms. Blalock. Photos were taken with Human Resources Director Jeanne Pope, City Manager Tanks, GMA representative, Human Resources Manager Candice Fields and Human Resources Specialist Rochelle Blalock. Mayor Pro Tem Jeffcoat expressed appreciation on behalf of Mayor and Council to Georgia Municipal Association for the award and Human Resources staff for applying for the grant.

- b. Report on City Limit Signage - Sustainability, Waste & Beautification Director Emily Groth**

Mayor Pro Tem Jeffcoat announced the item and recognized Sustainability, Waste and Beautification Director Emily Groth who provided a report on the City Limit Signage installation. A PowerPoint presentation was shown and is available in the record.

The presentation addressed that, in partnership with Cobb County DOT, 30 city limit signs were installed. A list of the detailed locations was shown. Communications and other City departments may consider a future place-making and branding initiative. Custom signage could include the city logo and unique colors. The Mableton City Limit sign was shown.

Mayor Pro Tem Jeffcoat commented about how exciting it was to have the signs installed. The signs instill a sense of pride and make the City more visible.

8. APPOINTMENTS

None.

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

Those who spoke were:

- Ricardo Lozier, President of Vinings Plantation Association, asked who was responsible for detention ponds in his subdivision. The detention ponds are working but they are eyesores. He asked someone to contact him.
- Monica Delancy who resided in the Riverside Community for eighteen years, spoke about organizations she had received awards from over the 21 years and her thriving success of her actions. She referenced a post by a City council member and responded to the post.
- Brianne Perkins, resident of Mableton and Pebblebrook graduate, spoke about the Civility Resolution passed by the Mableton Council on September 24, 2025. She referenced a comment by a council member referring to a constituent as a pig and noted it undermines the Civility measure. She continued to speak about leadership as an example, and treating residents with respect and dignity.
- Denny Wilson commented about being taken back last week when told that the citizens were paying more for their water bill than any municipality in Cobb County. She addressed the reading of the meters by the County. Each time she complained, the water bill was dropped back to \$19. She asked why Mableton residents were being punished with high water bills.
- Donte Philpot expressed concern about leaders' rude and distasteful behavior during the campaign season.
- Pieter Fridrich expressed his concern about the Georgia State Senate Bill SB375.
- Sam Culbreth, Chairman of Austell Community Task Force, spoke about the Task Force's hosting of the recent candidate forum. He thanked everyone who attended. He encouraged everyone to get out and vote.
- Leroy Tre Hutchins, Post 3 Cobb County School Board Member, provided an update on the South Cobb Schools. He addressed the City adopting the Resolution

of Civility and asked that everyone practice civility and decency.

Mayor Pro Tem Jeffcoat explained that as the governing body, they can't comment directly, but please know that the Council hears the comments and values the input seriously. She thanked everyone for their public comments.

10. CONSENT AGENDA

Mayor Pro Tem Jeffcoat announced each of the items on the Consent Agenda.

Motion made by Councilmember Davis and seconded by Councilmember Oladapo to approve the Consent Agenda. The motion passed 5-0.

- a. **Approval to negotiate, execute in substantial format all stormwater maintenance agreement relating to Elan West/Brookwood Mixed Use located in Land Lots 922 and 923, 19th District Stormwater Maintenance Agreement**
- b. **Approval to negotiate, execute in substantial format all stormwater maintenance agreement relating to Seven Brew located in Land Lots 790 and 839, 19th District Stormwater Maintenance Agreement**
- c. **Approval to negotiate, execute in substantial format all stormwater maintenance agreement relating to Sawmill Creek located in Land Lots 087, 088 and 145, 18th District Stormwater Maintenance Agreement**
- d. **Approval of October 6, 2025 Work Session Minutes**
- e. **Approval of October 8, 2025 Regular Meeting Minutes**

11. UNFINISHED BUSINESS

None.

12. NEW BUSINESS

a. Consideration and Approval of IT Policies - IT Director Frantz Francois

Mayor Pro Tem Jeffcoat announced the item and provided background. The IT policies will be incorporated into the Employee Hand Book. She named the policies. The policies are located within the agenda packet:

- 1. Generative AI Acceptable Use Policy
- 2. Confidentiality and Acceptable Use Policy
- 3. Information Technology and Cybersecurity Policy - Employee Handbook Version
- 4. Social Media Policy – Employee Handbook Version

Motion made by Councilmember Oladapo and seconded by Councilmember Herndon to approve IT Policies (to be included in Employee Handbook). The motion passed 5-0.

b. Consideration and Approval of Resolution Adopting the City of Mableton Employee Handbook and Policies - Human Resources Director Jeanne Pope

Mayor Pro Tem Jeffcoat announced the item and provided background. The handbook is located within the agenda packet. The handbook was addressed at a previous October 6, 2025 work session. She recognized Human Resources Director, Jeanne Pope. Ms. Pope noted one notable change in the Employee Handbook is that the Paid Time Office (PTO)

rollover amount is 480 instead of 320 and made notable change.

Per Council Member Auch's question, Ms. Pope reiterated the PTO roll over accrual amount is now 480 hours instead of 320 hours.

Motion made by Councilmember Davis and seconded by Councilmember Herndon to approve Resolution Adopting the City of Mableton Employee Handbook and Policies. The motion passed 5-0.

c. Consideration and Approval of a Resolution Adopting a City of Mableton Fleet Management Policy and for Other Lawful Purposes — Finance Director Karen Ellis

Mayor Pro Tem Jeffcoat announced the item and provided background. The policy was previously presented by Finance Director Ellis at the October 6, 2025 work session. The City currently has six electric vehicles and five electric trucks. The policy focuses on six different areas: Reducing Emissions, Optimizing Efficiency, Sustainable Procurement, Accountability and Compliance, Innovation and Adaptability, and Community Impact. The City is committed to securing an energy-efficient fleet. The plan applies to all motorized and non-motorized vehicles that are owned by the City.

Motion made by Councilmember Herndon and seconded by Councilmember Auch to approve a Resolution Adopting a City of Mableton Fleet Management Policy and for Other Lawful Purposes. The motion passed 5-0.

d. Consideration and Approval of Recommendation for New Website Provider Civic Plus for Implementation, Content Management and Development, Hosting, Training and other Services - Communications Director Gregory Woods and IT Director Frantz Francois

Mayor Pro Tem Jeffcoat announced the item and provided background. She expressed how she thought the item was long overdue. She reported the City had been discussing the transitioning of the website from GoDaddy for some time awaiting the hiring of an IT and Communications Director. She expressed her excitement to have the new website as a major step forward for the City, paramount for rebranding and building a professional presence online. She recognized Communications Director Gregory Woods and IT Director Frantz Francois who provided additional information about the recommendation for a new website. There was a PowerPoint presentation. It is available in the record.

Mr. Woods addressed how the City currently uses GoDaddy, which was good for getting the City off the ground and communicating with residents. The City has now expanded with new departments and staff, so the City is at the point of needing a website that is scalable, stable, easy-to-use for all employees, with content management software specifically built for local government.

Mr. Woods addressed how the original committee researched website vendors and recommended Civic Plus. At the time of the initial recommendation for CivicPlus, the decision was to wait for the hiring of the Communications and IT directors. He and IT Director Frantz Francois still recommended CivicPlus. He continued to explain how GoDaddy was not built for the government. GoDaddy has no ADA compliance tools, no news/events functionality, no intranet for staff, and no internal document repository. Also,

any website updates bottleneck in Communications. Staff must build everything in-house.

Mr. Woods addressed the features of the CivicPlus platform. CivicPlus is ADA compliant. He spoke about the Georgia law requirements for compliance by April 2026. CivicPlus has resident engagement. All three of the City Clerk's Office platforms, Civic Plus, Municode, and Laserfiche integrate with CivicPlus. CivicPlus will offer real-time push alerts to residents. CivicPlus can grow with the City, adding various capabilities as the City grows. Civic Plus will allow an intranet capability and provides transparency and workflows. He noted other cities that use CivicPlus including Savannah, Peachtree City, Douglas, South Fulton, Milton, and others. Mr. Woods recapped that CivicPlus is purpose-built for cities, ADA compliant, provides transparency, news and events modules, and contains multi-department workflows.

IT Director Frantz Francois explained how Civic Plus met his security requirements to make sure all information was secure. He recommended Civic Plus.

Mr. Woods addressed the costs and phases. To get started with Civic Plus, the cost would be just under \$17,000 and just under \$10,000 a year to maintain. There will be three phases. Phase 1 is the CivicPlus Basic Plan including workflow features. Phase 2 is to implement a City brand and seal process and values, and the third phase is to create a specialized design of the website specifically for the City of Mableton.

Questions and discussion followed.

- Councilmember Oladapo asked about the timing of the phases once approved. Mr. Woods stated it would be the first quarter of 2026. However, they were still working on Phase II (branding and logo), which will require more conversations with the Finance Director and City Manager. The RFP has been written.
- Councilmember Oladapo asked if there would be a downtown and Mr. Woods replied no.
- Councilmember Herndon asked who he was working with CivicPlus regarding the website. Mr. Woods replied IT Director Frantz Francois and City Clerk HIott. He reiterated the first phase was the functionality of the website and the third phase was focused on the design after going through a branding process.
- Councilmember Oladapo affirmed the first phase is moving data from the current database to the new platform.
- Mayor Pro Tem Jeffcoat asked if the 17,000 base cost was based on the requirement submitted and if there could be add-ons to increase the cost. Mr. Woods stated there could be add-ons to increase the cost.
- Mayor Pro Tem Jeffcoat asked if the implementation process could take up to six months per the packet information, and Mr. Woods stated the six months would be for cities that had been around a long time with a lot of content. Mableton's process would be more expeditious.

Mayor Pro Tem Jeffcoat asked if there were any other questions. There was none.

Motion made by Councilmember Oladapo and seconded by Councilmember Herndon to approve the new website provider, Civic Plus, for implementation, content management

and development, hosting, training and other services. The motion passed 5-0.

e. Consideration and Approval of a Resolution Updating the City of Mableton Special Regulatory Fee Schedule to Include Alcohol Server Permit and Special Regulatory Work Permit Identification Card Fees - Business License Supervisor Lamaya Edmonds

Mayor Pro Tem Jeffcoat announced the item and explained that the fee schedule was already adopted. The resolution was adding a \$10 fee for an alcohol server permit and Special Regulatory Work Permit Identification Card fees. Mayor Pro Tem Jeffcoat recognized Business License Supervisor Lamaya Edmonds who provided additional information. She asked if there were any questions and there was none.

Motion made by Councilmember Ron Davis and seconded by Councilmember Auch to approve the Resolution upgrading the City of Mableton Special Regulatory Fee Schedule to include Alcohol Server Permit and Special Regulatory Work Permit Identification Card Fees. The motion passed 5-0.

f. First Read - An Ordinance Creating Chapter 15, Historic Preservation, of the City Code of Ordinances and for Other Lawful Purposes - Deputy Community Development Director Tina Garver

Mayor Pro Tem Jeffcoat announced the item and recognized Deputy Community Development Director Tina Garver who provided a PowerPoint presentation. She stated this is a First Read. The presentation is available in the record.

Community Development Director Tina Garver addressed:

- The purpose is to establish a uniform procedure for use in providing for the protection, enhancement, perpetuation and use of places, districts, sites, buildings, structures and works of art having a special historical, cultural or aesthetic interest or value, in accordance with the provisions of this chapter.
- The ordinance creates the Historic Preservation Commission consisting of seven members appointed by each council member.
- The ordinance outlines the roles and duties of the Historic Preservation Commission. She named several highlights.
- The ordinance addresses the establishment of districts. The ordinance lays out the framework. Districts and landmarks will be addressed in the future.
- An historic district is a geographically definable area which contains buildings, structures, sites, works of art, or a combination thereof, which:
 1. Have a special character or special historic or aesthetic value or interest;
 2. Represent one or more periods or styles of architecture typical of one or more eras in the history of the city, county, state or region;
 3. Cause such area, by reason of such factors, to constitute a visibly perceptible section of the city or county.
- Evaluation of properties. Individual properties within historic districts shall be classified as:
 1. Historic, being more than 50 years old;
 2. Non-historic, being less than 50 years old, yet possessing architectural character;
 3. Intrusions, being structures less than 50 years old which do not contribute to the

historical character of the district.

Ms. Garver continued to address the ordinance regarding landmarks, the process and requirements for designation of historic districts and landmarks, certificate of appropriateness, and demolition or relocation permits.

Mayor Pro Tem Jeffcoat stated the ordinance was a first read. She asked if there was any other discussion. There was none. She asked about letting her know about the Council's appointments for the Historic Commission. Ms. Garver stated that would be the next step following the adoption of the ordinance.

13. OTHER BUSINESS/DISCUSSION

None.

14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

City Manager comments were as follows:

- Thanked the City's directors for the policies coming forward
- Thanked Director Groth for her efforts in helping the City to establish the City's boundary signs
- Thanked the City Attorney for her hard work and noted that the City recently closed on 22 acres off the Silver Comet Trail, and a hair salon that will be repurposed for City use.

a. City Manager Report

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

No comments.

16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

Councilmember Davis recognized Breast Cancer Awareness Month. He invited everyone to Grace City Church this weekend for a breast cancer awareness event hosted by his wife, who has fought a successful battle with breast cancer twice. He asked for continued prayers for the community, city, and nation, especially during this time of social and political discord.

Councilmember Oladapo thanked everyone for coming and wished them safe travel back home.

Councilmember Auch thanked staff for securing the health and wellness grant from GMA and recognized Director Groth for her work on the City boundary signs. She highlighted recent community events she attended. She shared details of upcoming events—including the 25th Silver Comet Half and Full Marathons, noting that volunteers are needed—and encouraged participation. Finally, she thanked everyone for attending.

Councilmember Herndon thanked attendees in person and online. She acknowledged the

progress Mableton has made through the combined efforts of both staff and the Council.

Mayor Pro Tem Jeffcoat took a moment to acknowledge Tammy Davis, expressing her heartfelt condolences to the family and asking everyone to keep them in their thoughts and prayers during this difficult time. She emphasized that help and resources are available for anyone experiencing domestic violence and urged those in need to reach out for support. She celebrated the City's recent land acquisition. She highlighted two upcoming ribbon cuttings for new businesses in Mableton, including a new Chick-fil-A opening in her district. She highlighted key upcoming election dates. She encouraged local youth to get involved with the Cobb County Youth Commission. She highlighted upcoming fall community events and shared the dates of the next Council meetings.

a. Mayor Pro Tem Report

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

None.

18. ADJOURNMENT

Motion made to adjourn by Councilmember Oladapo and seconded by Councilmember Herndon. The motion passed unanimously. The meeting adjourned at 8:08pm.

Dr. Michael Owens, Mayor

Susan Hiott, City Clerk



AGENDA ITEM MEMORANDUM

MEETING OF: November 12, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval to allow the Mayor to sign the stormwater maintenance agreement for the 6470 Mableton Parkway. Property is located in Land Lot 297, 18th District, Cobb County. PIN **18029700400**

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. Maintenance Agreement Mableton Parkway Commercial-10-30-2025-Signed

**STATE OF GEORGIA
COUNTY OF COBB**

Maintenance Agreement

WHEREAS, Property Owner Ducere Construction Services Inc recognizes that the wet or extended detention facility or facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development in the City of Mableton called, Mableton Parkway Commercial in Land Lot(s) 297, District(s) 18th, of Cobb County, Georgia; and

WHEREAS, Property Owner is the owner of real property more particularly described on the attached **Exhibit “A” Plat and Legal Description** (hereinafter referred to as “the Property”); and

WHEREAS, the City of Mableton (“City”) and Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of City require that the facilities be constructed and maintained on the property; and

WHEREAS, City contracts with Contract Provider to provide stormwater services; and

WHEREAS, so long as City uses a Contract Provider, such Contract Provider shall have the same authorities under this IGA as City; and

WHEREAS, the Development Regulations require that facility or facilities as shown on the approved development plans and specifications be constructed and maintained by Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1.

The facility or facilities shall be constructed by Property Owner in accordance with the plans and specifications for the development.

SECTION 2.

Property Owner, its administrators, executors, successors, heirs or assigns shall maintain the facility or facilities in good working condition acceptable to City and in accordance with the schedule of long-term maintenance activities agreed hereto and attached as **Exhibit “B” Maintenance and Inspection Schedule**.

SECTION 3.

Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to City, its Contract Provider, authorized agents and employees, to enter upon the Property and to inspect the facilities whenever City or City’s Contract Provider deems necessary. Whenever possible, City or City’s Contract Provider shall provide notice prior to entry. Property Owner shall execute an access easement in favor of City and/or City’s Contract Provider to allow City or City’s Contract Provider to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as **Exhibit “C” Access**

Easement and by reference made a part hereof.

SECTION 4.

In the event Property Owner, its administrators, executors, successors, heirs or assigns fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to City or City's Contract Provider and in accordance with the maintenance schedule incorporated in this Agreement, City or City's Contract Provider, with due notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow City or City's Contract Provider to erect any structure of a permanent nature on the property. It is expressly understood and agreed that City or City's Contract Provider are under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on City or City's Contract Provider.

SECTION 5.

In the event City or City's Contract Provider, pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, Property Owner shall reimburse City or City's Contract Provider, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for all the costs incurred by City or City's Contract Provider hereunder. If not paid within the prescribed time period, City or City's Contract Provider shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to City or City's Contract Provider as a result of Property Owner's failure to maintain the facility or facilities.

SECTION 6.

It is the intent of this Agreement to insure the proper maintenance of the facility or facilities by Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

SECTION 7.

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

SECTION 8.

Property Owner shall use the standard BMP Operation and Maintenance Inspection Report attached to this agreement as **Exhibit "D" Standard BMP Operation and Maintenance Inspection Report** and by this reference made a part hereof for a minimal annual inspection of the facility or facilities by a qualified inspector.

SECTION 9.

Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless City and its City's Contract Provider, as well as their authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which

might arise or be asserted against City or City's Contract Provider from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or City or City's Contract Provider. In the event a claim is asserted against City or City's Contract Provider, its authorized agents or employees, City or City's Contract Provider shall promptly notify Property Owner and Property Owner shall defend at its own expense any suit based on such claim. If any judgement or claims against City or City's Contract Provider, its authorized agents or employees shall be allowed, Property Owner shall pay for all costs and expenses in connection herewith.

SECTION 10.

This Agreement shall be recorded among the deed records of the Clerk of Superior Court of Cobb County and shall constitute a covenant running with the land and shall be binding on Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

SECTION 11.

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

SECTION 12.

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

SO AGREED this 30 day of October, 2025

Ducere Construction Services Inc a Georgia Corporation		Attest:
Markesia Akinbami		Corporate Secretary
President		

Sworn to and subscribed before me

This 30 day of October, 2025


Notary Public

Commission Expires: 08/18/2028



Recommended by Contract Provider:

By: Markesia Akinbami

:

CITY OF MABLETON, GEORGIA

By: _____

Title: _____

Date: _____

Attachments:

Exhibit "A" Plat and Legal Description

Exhibit "B" Maintenance and Inspection Schedule

Exhibit "C" Access Easement

Exhibit "D" Standard BMP Operation and Maintenance Inspection Report

EXHIBIT 'A'

This exhibit should be a copy of the overall boundary survey and a legal description



TOTAL TRACT AREA = 4.624 ACRES (201,440 S.F.)
TRACT AREA - CELL TOWER LEASE AREA = 0.072 ACRES

CURVE	RADIUS	ARC	CHORD	BEARING
C1	155.28'	40.01'	39.61'	S 45°18'18"W
C2	159.28'	40.01'	39.61'	S 45°18'18"W
C3	60.00'	55.98'	51.97'	S 25°46'20"W
C4	73.95'	33.77'	33.47'	S 20°19'25"W

ALL BEARINGS ARE CALCULATED FROM ANGLE TURNED BASED ON A SINGLE MAGNETIC OBSERVATION

LINE	BEARING	DISTANCE
1-1	N 88°13'10"E	10.00'
1-2	N 88°13'10"E	19.03'
1-3	S 35°34'20"E	31.29'
1-4	S 01°46'50"E	23.00'
1-5	N 71°05'00"E	49.30'
1-6	S 01°46'50"E	49.00'
1-7	N 88°13'10"E	21.97'
1-8	S 48°44'37"E	9.81'

65.57' ALONG PROPERTY LINE TO CORNER OF LOT 11 & 12

237.28' 270 & 11.5'

33.663 S.F.

0.777 ACRES

TRACT AREA = 3.847 ACRES

167,577 S.F.

TRACT AREA = 0.072 ACRES

3,125 S.F.

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES



TOTAL TRACT AREA = 4.624 ACRES (201,440 S.F.)
TRACT AREA - CELL TOWER LEASE AREA = 0.072 ACRES

CURVE	RADIUS	ARC	CHORD	BEARING
C1	155.28'	40.01'	39.61'	S 45°18'18"W
C2	159.28'	40.01'	39.61'	S 45°18'18"W
C3	60.00'	55.98'	51.97'	S 25°46'20"W
C4	73.95'	33.77'	33.47'	S 20°19'25"W

ALL BEARINGS ARE CALCULATED FROM ANGLE TURNED BASED ON A SINGLE MAGNETIC OBSERVATION

LINE	BEARING	DISTANCE
1-1	N 88°13'10"E	10.00'
1-2	N 88°13'10"E	19.03'
1-3	S 35°34'20"E	31.29'
1-4	S 01°46'50"E	23.00'
1-5	N 71°05'00"E	49.30'
1-6	S 01°46'50"E	49.00'
1-7	N 88°13'10"E	21.97'
1-8	S 48°44'37"E	9.81'

65.57' ALONG PROPERTY LINE TO CORNER OF LOT 11 & 12

237.28' 270 & 11.5'

33.663 S.F.

0.777 ACRES

TRACT AREA = 3.847 ACRES

167,577 S.F.

TRACT AREA = 0.072 ACRES

3,125 S.F.

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES



TOTAL TRACT AREA = 4.624 ACRES (201,440 S.F.)
TRACT AREA - CELL TOWER LEASE AREA = 0.072 ACRES

CURVE	RADIUS	ARC	CHORD	BEARING
C1	155.28'	40.01'	39.61'	S 45°18'18"W
C2	159.28'	40.01'	39.61'	S 45°18'18"W
C3	60.00'	55.98'	51.97'	S 25°46'20"W
C4	73.95'	33.77'	33.47'	S 20°19'25"W

ALL BEARINGS ARE CALCULATED FROM ANGLE TURNED BASED ON A SINGLE MAGNETIC OBSERVATION

LINE	BEARING	DISTANCE
1-1	N 88°13'10"E	10.00'
1-2	N 88°13'10"E	19.03'
1-3	S 35°34'20"E	31.29'
1-4	S 01°46'50"E	23.00'
1-5	N 71°05'00"E	49.30'
1-6	S 01°46'50"E	49.00'
1-7	N 88°13'10"E	21.97'
1-8	S 48°44'37"E	9.81'

65.57' ALONG PROPERTY LINE TO CORNER OF LOT 11 & 12

237.28' 270 & 11.5'

33.663 S.F.

0.777 ACRES

TRACT AREA = 3.847 ACRES

167,577 S.F.

TRACT AREA = 0.072 ACRES

3,125 S.F.

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

0.0075 ACRES

Return Recorded Document to:
Dale J. Jackson, P.C. at Windward Law Group, Inc
9755 Dogwood Rd Ste 344
Roswell Ga 30075

Deed Book 16205 Page 2666
Filed and Recorded 05/13/24 4:40:00 PM
2024-0037641
Real Estate Transfer Tax \$310.00
Connie Taylor
Clerk of Superior Court
Cobb County, GA
Participant IDs: 2912707152
7067927936

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FULTON

FILE #: 24-1002

THIS INDENTURE made this 29th day of March, 2024 between Glenside Mableton, LLC., a Georgia limited liability company, as party or parties of the first part, hereinunder called Grantor, and Ducere Construction Services Inc. a Georgia Corporation, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

All that tract or parcel of land lying and being in Land Lot 297 of the 18th District, 2nd Section of Cobb County, Georgia and more particularly described on Exhibit "A" attached hereto and incorporated herein .

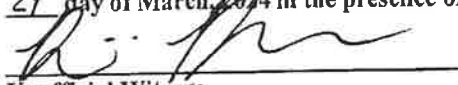
Subject Property Address: 6470 Mableton Pkwy SW Mableton, Ga 30126
Parcel ID: 18029700400

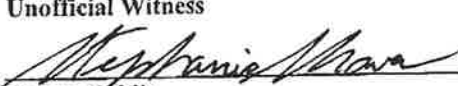
THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record.

AND THE SAID Grantor, except for those matters contained in Exhibit "B" attached hereto and incorporated herein, will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered on this
29 day of March, 2024 in the presence of:


Unofficial Witness


Notary Public

My commission expires: March 10, 2025

Glenside Mableton, LLC. a Georgia limited liability company

By:  (SEAL)
J. Bradford Smith, Managing member



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 297 of the 18th District, 2nd Section of Cobb County, Georgia, and being that property shown as the larger tract consisting of 3.847 acres, 167,577 square feet, on that certain Plat of Survey for Glenside Mableton, LLC, Riverside Bank and Chicago Title Insurance Company dated September 29, 2004, prepared by Paul Lee Consulting Engineering Associates, Inc., Mark G. Lee, Registered Land Surveyor No. 2522, recorded on December 27, 2004, in Plat Book 230, Page 38, Cobb County, Georgia Records.

Subject Property Address: 6470 Mableton Pkwy SW Mableton, Ga 30126

Parcel ID: 18029700400

EXHIBIT "B"

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments, including water bills, sewer, sanitation, or other public services, which are not shown as existing liens by the public records.
6. Taxes and assessments for the year 2024, which are not yet due and payable and taxes for prior years arising from re-assessments or digest disputes.
7. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
8. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including but not limited to oil, gas, sand, and gravel in, on, and under subject property.
9. **NOTICE:** The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.
10. All matters shown on Plat Book 230, Page 38, aforesaid Clerk's Office.
11. Plat of Survey for Glenside Mableton, LLC, Riverside Bank & Chicago Title Insurance Company, prepared by Paul Lee Consulting Engineering Associates, Inc., Mark G. Lee, Georgia Registered Land Surveyor No. 2522, dated 09/29/2004, recorded in Plat Book 230, page 38, aforesaid records, being that certain Tract containing 3.847 acres, reveals the following:
 - (a) fence encroachment along western boundary of subject property;
 - (b) 10-foot, 30-foot and 50-foot building setback lines located along the northern, eastern and western boundary lines of subject property; and
 - (c) 40-foot landscape buffer located along the southern boundary of subject property.
12. Easements contained in Right-of-Way Deed from Helen Page Thompson to State Highway Board of Georgia, dated 04/16/1937, recorded in Deed Book 118, page 587, Cobb County, Georgia records.

13. Permit for Anchors, Guy Poles and Wires from Mrs. Helen P. Thompson to Georgia Power Company, dated 09/04/1970, recorded in Deed Book 1178, page 596, aforesaid records.
14. Permit for Anchors, Guy Poles and Wires from Mrs. Helen P. Thompson to Georgia Power Company, dated 09/04/1970, recorded in Deed Book 1178, page 598, aforesaid records.
15. Permit for Anchors, Guy Poles and Wires from Mrs. Helen P. Thompson to Georgia Power Company, dated 09/04/1970, recorded in Deed Book 1178, page 600, aforesaid records.
16. Agreement by and between Helen P. Thompson and Simpson-Harwell Developers, dated 12/01/1976, recorded in Deed Book 1737, page 134, aforesaid records.
17. Easements contained in Right-of-Way Deed from Charles J. Ruff, Sr., R. Lee Thompson, Thomas H. Brown and Frank Moore to Department of Transportation, dated 05/05/1986, recorded in Deed Book 3938, page 536, aforesaid records.
18. Easements contained in Right-of-Way Deed from Charles J. Ruff, Sr., R. Lee Thompson, Thomas H. Brown and Frank Moore to Department of Transportation, dated 05/05/1986, recorded in Deed Book 3938, page 540, aforesaid records.
19. Driveway Agreement between Loyce Patterson, and W. Wade Coots, dated 02/15/1994, filed in Deed Book 8042, Page 116, filed on 02/18/1994.
20. Easement Agreement between William Wade Coots, and Glenside Mableton LLC, dated 01/18/2005, filed in Deed Book 14100, Page 4319, filed on 01/19/2005.
21. Easement Agreement between William Wade Coots, and Glenside Mableton LLC, dated 01/18/2005, filed in Deed Book 14100, Page 4327, filed on 01/19/2005.
22. Easement Agreement between William Wade Coots, and Glenside Mableton LLC, dated 01/18/2005, filed in Deed Book 14100, Page 4335, filed on 01/19/2005.
23. Temporary Construction Easement from Glenside Mableton LLC, to Cobb County, dated 03/21/2018, filed in Deed Book 15536, Page 3938, filed on 05/08/2018.
24. Temporary Construction Easement from Glenside Mableton LLC, to Cobb County, dated 03/21/2018, filed in Deed Book 15536, Page 3941, filed on 05/08/2018.

EXHIBIT 'B'

This exhibit should be the procedures and schedule for maintenance

Permeable Bricks/Blocks

Permeable bricks/blocks are pavers with void areas between the bricks or blocks that are generally filled with pervious materials such as small pieces of gravel, or top soil if a grid is used. Beneath the bricks/blocks is a base layer of aggregate that acts as a holding area for stormwater runoff while still providing structural support for the road. This practice provides enough structural support so that cars can drive over them or they can be used in parking lots. Permeable brick/blocks are not recommended in areas with high traffic volume or heavy trucks. These systems provide water quality benefits in addition to groundwater recharge and a reduction in stormwater volume.

There are some common problems to be aware of when maintaining permeable bricks/blocks. They include, but are not limited to, the following:

- Sediment build-up and clogging between bricks/blocks
- Settling
- Bricks/blocks cracking or splitting



There are four basic types of permeable bricks/blocks that are used. They are bricks, concrete blocks, concrete grid, and articulated concrete block. The concrete grid can be filled with grass or gravel. Routine maintenance should be performed on the permeable bricks/blocks to ensure that the structure is functioning properly. Permeable bricks/blocks should be cleaned with a street vacuum or low pressure washer to remove debris and sediment monthly, or as needed, and all vegetation between bricks/blocks should be mowed and clippings removed to reduce clogging. Cleaning the bricks will help keep the water permeating through the pavers. After cleaning, the bricks/blocks may need to be filled in with additional aggregate or top soil to replace anything that may have been removed during cleaning.

In addition to routine maintenance, permeable bricks/blocks have seasonal and intermittent maintenance requirements. In the winter months permeable bricks/blocks can be plowed similarly to any other unpaved road by lifting the blade a few inches above the road or by using a beveled plow. Deicing materials such as sand, ash, or salt should be avoided if possible. They can potentially harm the bricks/blocks and may cause clogging. Non-toxic, organic deicers are recommended.

Permeable bricks/blocks should be inspected after a large rainstorm. Keep drainage paths, both to and from the BMP, clean so that the water can properly infiltrate into the ground. Note that it might take longer for the water to permeate into the ground during the winter months and early spring.

If the permeable bricks/blocks are not draining properly, check for clogging between the bricks or blocks or at the upper layer of the aggregate, directly below the bricks/blocks. If clogging occurs, then the stones between the blocks/bricks should be replaced. In addition, the top layer of soil under the bricks/blocks may also need to be cleaned and replaced. Some areas of the blocks/bricks may need additional maintenance due to potential sources of clogging which include unstable soil upstream of the practice, leaves from trees, low points in blocks/bricks, trash, and debris from vehicle traffic. Another reason for the bricks/blocks not draining properly is settling. If major settling occurs, then the bricks/blocks should be removed, cleaned, and replaced.

Permeable bricks/blocks may also include an underdrain. If the practice includes an underdrain, additional maintenance will be required. Periodic testing will need to be done on the system to make sure that the underdrain is not clogged. This is done by pouring water into cleanout and observing how the water exits the practice. The observation well should be checked to make sure water is draining out of the practice.

The table below shows a schedule for when different maintenance activities should be performed on the permeable bricks/blocks.

Permeable Bricks/Blocks Typical Routine Maintenance Activities and Schedule

Activity	Schedule
• Keep the permeable bricks/blocks free of trash, debris, and sediment. • Make sure that there is no standing water in the bricks/blocks between storms. • Remove weeds and grass growing between the bricks/blocks (unless concrete grid pavers are being used). • Mow grass within the bricks/blocks (only for concrete grid with grass) • Mow / trim grass or vegetation near the bricks/blocks and remove clippings from area. • Visually inspect the bricks/blocks after large storms to ensure the overflow drainage system is working. • Inspect the bricks/blocks for damage and repair. • Vacuum sweep permeable brick/block surface to keep free of sediment. • After cleaning, additional aggregate may need to be added between the pavers. Replace aggregate between pavers as necessary.	Monthly during warm weather
• Keep the contributing drainage area and surface of the bricks/blocks clear of debris, trash, and sediment. • Ensure that the areas surrounding the practice are stabilized and mowed, remove grass clippings.	As needed, based on inspection

Activity	Schedule
• If the pavers are installed in an area that is subject to high amounts of sediment, leaves, or low point (i.e. large trucks traveling on the bricks/blocks daily) additional cleaning may be necessary. • Replace any joint material that has eroded or washed away. • Observe the system during a rain event. • Areas should be routinely inspected for settling and loss of water flow through the system.	Semi-annually in Spring and Fall
• Organic deicers may be used to melt ice and snow. • Snow plows may be used when necessary under the following conditions: ○ The edges of the plows are beveled. ○ The blade of the snow plow is raised 1-2 inches. ○ The snow plow is equipped with snow shoes which allow the blade to glide across uneven surfaces.	As needed in winter
• Inspect the surface for deterioration or breaking into fragments. • Flush the underdrain system to check for clogging (if applicable).	Annually
• Remove the permeable bricks/blocks; include the top and base layers of the practice. Clean bricks/blocks and base aggregate, and replace as needed.	Upon failure

This page intentionally left blank.



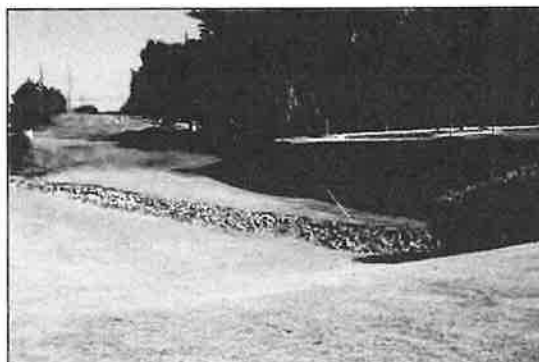
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, leaves, etc. removed).					
Area around the practice is mowed and grass clippings are removed. No signs of bare or dead grass.					
No evidence of gullies, rills, or erosion around the practice.					
Water is permeating the bricks/blocks (i.e. no evidence of water going around the practice).					
Bricks/blocks are structurally sound. No signs of cracks or splitting.					
Aggregate between the bricks/blocks is reasonable.					
No evidence of long-term ponding or standing water in the practice.					
Grass in the concrete grid is healthy, no dead grass or bare spots.					
Grass in the concrete grid is mowed and grass clippings are removed.					
Structure seems to be working properly. No signs of the bricks/blocks settling. Comment on overall condition of bricks/blocks.					
Vegetation within and around practice is maintained. Grass clippings are removed.					
No exposed soil near the bricks/blocks that could cause sediment accumulation within the practice.					
Cleanout caps are present and not missing (if applicable).					
The underdrain system has been flushed properly and there is no sign of clogging (if applicable).					
Overall condition of Permeable Bricks/Blocks:					

Appendix B: Maintenance Subsystem Document

Notes: * If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.					

Dry Extended Detention Basins

A dry extended detention basin provides temporary storage of stormwater runoff to control the peak rate of runoff by allowing the stored water to release slowly over a period of time. This practice is mostly used to control water quantity, although some water quality benefits can be obtained by the settling of floatables and sediment. This extended version of a dry detention basin is designed to maximize water quality benefits.



There are some common problems to be aware of when maintaining a dry extended detention basin. They include, but are not limited to, the following:

- Sediment build-up
- Trash, litter, and debris accumulation
- Clogging in the inlet and outlet structures
- Erosion
- Structural repairs to inlets and outlets
- Mowers compacting and rutting the basin bottom
- Clogging in the emergency spillway
- Mosquitoes breeding in the practice

Routine maintenance should be performed on dry extended detention basins to ensure that the structure is properly functioning. Note that during the first year the dry extended detention basin is built, maintenance may be required at a higher frequency to ensure the proper establishment of vegetation in the practice. In the event of snow, check to make sure that the materials used to de-ice the surrounding areas stay out of the practice to avoid clogging and further pollution.

Inspect the dry extended detention basin after a large rainstorm. Keep drainage paths (both to and from the BMP) clean so that the water can properly flow into the basin. If the dry extended detention basin is not draining properly, check for clogging of the inflow and outflow structures.

If the forebay or dry detention basin has received a significant amount of sediment over a period of time, then the sediment at the bottom of the forebay or dry detention basin may need to be removed. Accumulated sediment in the practice decreases the available storage volume and affects the basin's ability to function as it was designed.

The table on the next page shows a schedule for when different maintenance activities should be performed on the dry extended detention basin.

Dry Extended Detention Basin Typical Routine Maintenance Activities and Schedule

Activity	Schedule
- Remove trash, sediment, and debris from forebay and inlet and outlet structures. - Mow the embankment and maintenance access. Periodically mow along maintenance rights-of-ways and the embankment. Remove grass clippings.	Monthly or as needed
- Repair and re-vegetate eroded areas. - Remove and dispose of vegetation that may hinder the operation of the pond. - Perform structural repairs to pond, outlet structures, embankments, control gates, valves, or other mechanical devices.	As needed
Remove sediment when volume of pond is significantly reduced.	As needed (roughly every 20-50 years, but will vary based on the characteristics of the drainage area and amount of sediment entering the practice)

Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
Drainage ways to and from the practice is free of trash, debris, large branches, etc.					
Area around the inlet/outlet structure is mowed and grass clippings are removed.					
No evidence of gullies, rills, or excessive erosion around the inlet/outlet structure.					
Water is going through structure (i.e. no evidence of water going around the structure).					
No signs of significant sediment accumulation.					
Concrete is in good condition. No signs of cracks.					
Main treatment area is free of trash, debris, and sediment.					
Vegetation seems healthy. No signs of bare spots or dead vegetation.					
No signs of undesirable vegetation growth.					
No signs of excessive sedimentation.					
No signs of pollution draining into the practice (oil sheens, discolored or unnatural water, odor, etc.).					
Emergency overflow is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.					
No signs of animal activity in embankment.					
No signs of seepage on downstream side of embankment.					

No signs structural deformation of embankment.					
No obstructions in spillway.					
Overall condition of Dry Extended Detention Basin:					
Notes: If a specific maintenance item was not checked, please explain why in the appropriate comment box.					

EXHIBIT 'C'

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF COBB

THIS EASEMENT granted this 10th day of October, 2025

between the property owner Ducere Construction Services, Inc as party of the first part, hereinafter referred to as Grantor, and COBB COUNTY, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this easement and in consideration of the agreements and covenants contained in this document and the Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an easement in and to that portion of the property shown on Exhibit "A" to the Maintenance Agreement, as shown and identified on the plat attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance activities to the Water Quality Best Management Practice (BMP) facility, and to prevent development of the property within the easement following issuance of the Certificate of Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without written permission from the Cobb County Stormwater Management Division. This easement is required by the provisions of the Maintenance Agreement executed by and between the Grantor and Grantee.

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this 10th day of October, 2025.

**PROPERTY OWNER
CORPORATION**

Name of Corporation: Ducere Construction Services, Inc, A Georgia
Corporation Printed or Typed Name

By: Markesia Akinbami
Signature

Markesia Akinbami
Printed or Typed Name

Title: President
(President or Vice President)

Attest: Korede Akinbami
Signature of Witness

Korede Akinbami
Printed or Typed Name

Title: VP
(Corporate Secretary or
Corporate Secretary Assistant)

(CORPORATE SEAL)

Notary Public 08/13/2028
(Notary Public)

(Notary Seal)



Attachments: Exhibit 1 (Plat of Easement)

EXHIBIT '1'

This exhibit is a plat of the maintenance easement around the facility and the access easement with bearings and distances and legal description.

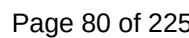
[illegible]

EXHIBIT 'D'

COBB COUNTY

Edit this form to be specific to the project

BMP Facility Operation and Maintenance Inspection Report for Pond Facilities

Inspector Name _____ Community _____

Inspection Date _____ Address _____

Type of BMP _____

Watershed _____ Tax Map _____

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
I. POND FACILITIES					
A. Pond Dam Embankments and Emergency Spillways					
1. Vegetation and Ground Cover Adequate					
2. Surface Erosion					
3. Animal Burrows					
4. Unauthorized Planting					
5. Cracking, Bulging, or Sliding of Dam					
a. Upstream Face					
b. Downstream Face					
c. At or Beyond Toe					
Upstream					
Downstream					
d. Emergency Spillway					
6. Pond, Toe & Chimney Drains Clear & Funct.					
7. Seeps/Leaks on Downstream Face					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
8. Slope Protection or Riprap Failures					
9. Vertical and Horizontal Alignment of Top of Dam as Per "As-Built" Plans					
10. Emergency Spillway Clear of Obstructions and Debris					
11. Other (Specify)					
B. Riser and Principal Spillway Type: Reinforced Concrete Corrugated Pipe Masonry *Indicates Dry Ponds Only 1.* Low Flow Orifice Obstructed					
2.* Low Flow Trash Rack					
a. Debris Removal Necessary					
b. Corrosion Control					
3. Weir Trash Rack Maintenance					
a. Debris Removal Necessary					
b. Corrosion Control					
4. Excessive Sediment Accumulation Inside Riser					
5. Concrete/Masonry Condition Riser & Barrels					
a. Cracks or Displacement					
b. Minor Spalling (<1")					
c. Major Spalling (Rebars Exposed)					
d. Joint Failures					
e. Water Tightness					
6. Metal Pipe Condition					
7. Control Valve					
a. Operational/Exercised					
b. Chained and Locked					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
10. Other (Specify)					
C. Permanent Pool - Wet Ponds					
1. Undesirable Vegetative Growth					
2. Floating or Floatable Debris Removal Required					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas - Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3. Storm Drain Pipes					
4. Endwalls/Headwalls					
5. Other (Specify)					

ITEM INSPECTED	CHECKED		MAINTENANCE		OBSERVATIONS & REMARKS
	Yes	No	Reqd.	Not Reqd.	
F. Other					
1. Encroachments on Pond or Easement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)			N/A	N/A	
3. Aesthetics					
a. Grass Mowing Reqd.					
b. Graffiti Removal Reqd.					
c. Other					
4. Public Hazards (Be Specific)					
5. Maintenance Access					

SUMMARY

1. Inspector's Remarks:

2. Overall Condition of Facility (Check One) Acceptable _____

Unacceptable _____

3. I hereby certify under penalty of perjury that I have performed the inspections and made a good faith effort to identify the items that need maintenance. I further certify that failure to inspect or misrepresent the need for maintenance could result in my liability for personal or property damage.

Signed: _____
 _____ Inspector

Date: _____



AGENDA ITEM MEMORANDUM

MEETING OF: November 12, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Ratification of Council member approved site plan and landscaping plan - Gas Station Expansion located at 124 Six Flags Pkwy, PIN **18060300020**.

BACKGROUND/SUMMARY: Section 2.03 of the zoning ordinance outlines procedures for modifications to site plans or zoning conditions applied to any rezoning, temporary land use permits, special land use permit, or other zoning agenda item. Additionally, this code states the following:

Any rezoning, temporary land use permit, or other zoning agenda item approved by the Cobb County Board of Commissioners before the adoption of the MZC that requires the district commissioner approve a site plan, landscape plan, architecture or other item as a condition of zoning and no such approval was made as of the adoption of the MZC, shall require approval by the Council Member in whose district the property is located. Upon that Council Member's approval, the item shall be ratified by being placed on the consent agenda for the next regularly scheduled Council meeting. Site plans, landscape plans, architecture or other items previously approved by the district commissioner may only be amended by the Mayor and Council at any regularly scheduled meeting or hearing following the approval of the Council Member in whose district the property is located.

The attached plans were conditionally approved by Councilwoman Oladapo on ____.

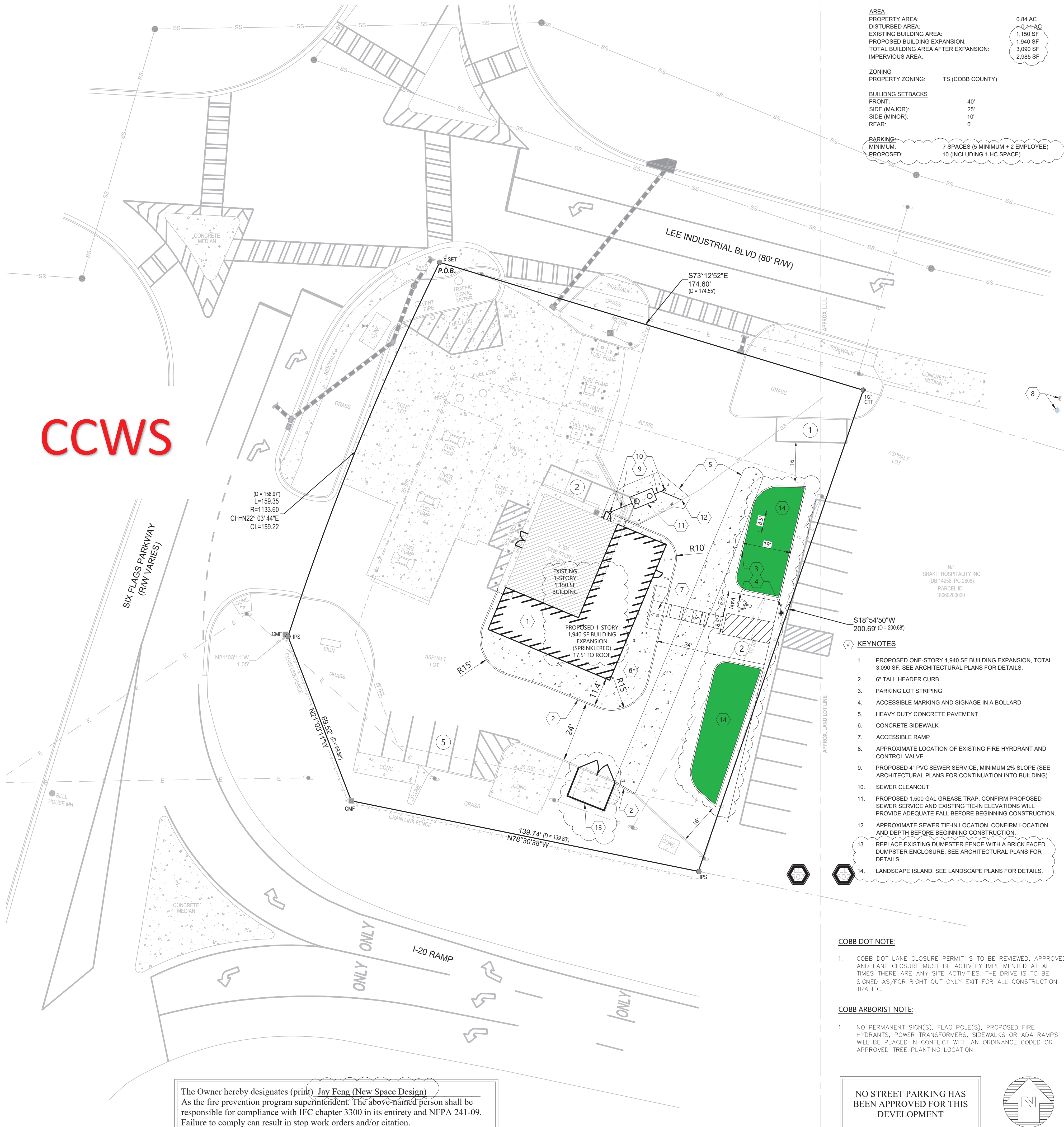
BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. 124 Six Flags Site Plan
2. 124 Six Flags Pkwy Landscaping Plan

CCWS



SITE SUMMARY TABLE

AREA	
PROPERTY AREA:	0.84 AC
DISTURBED AREA:	~0.11 AC
EXISTING BUILDING AREA:	1,150 SF
PROPOSED BUILDING EXPANSION:	1,940 SF
TOTAL BUILDING AREA AFTER EXPANSION:	3,090 SF
IMPERVIOUS AREA:	2,985 SF
ZONING	
PROPERTY ZONING:	TS (COBB COUNTY)
BUILDING SETBACKS	
FRONT:	40'
SIDE (MAJOR):	25'
SIDE (MINOR):	10'
REAR:	0'

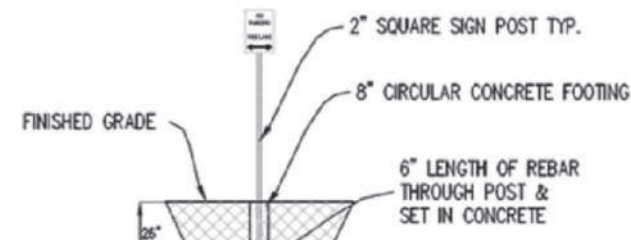
PARKING:
MINIMUM:
PROPOSED: 7 SPACES (5 MINIMUM + 2 EMPLOYEE)
10 (INCLUDING 1 HC SPACE)

COBB COUNTY FIRE NOTES:

- PROJECTS WITH DEMOLITION THAT CONTAIN STRUCTURES WILL NEED TO MAINTAIN THE FOLLOWING:
 - MAINTAIN ACCESS FOR FIRE APPARATUS TO ALL BUILDINGS UNDER CONSTRUCTION INCLUDING TIMES OF RAIN OR MUD. ROADS SHALL BE MAINTAINED AND MINIMALLY PROVIDED WITH CRUSHED STONE BASE AT 20' WIDE.
 - ACCESS TO BUILDINGS WITH A FDC OR STANDPIPES SHALL BE WITHIN 40' OF ACCESS. (NFPA 1141 3-1).
- FOR PRIVATE FIRE LINES NOTE AND SHOW ALL FIRE LINES AS DUCTILE IRON (DIP) CONFORMING TO ANSI A21.51 OR AWWA C151 (CCDS 503.01.02).
- CONTROL VALVES ARE NOT PERMITTED BETWEEN THE PIV AND THE BUILDING. ALL INTERMEDIATE CONTROL VALVES ON THE FIRE LINE SHALL BE EQUIPPED WITH A ROADWAY BOX.
- FIRE LINES SHALL NOT EXIST UNDER THE BUILDING MORE THAN 10 FEET AS MEASURED FROM THE OUTSIDE EDGE OF THE BUILDING TO THE CENTER OF THE VERTICAL PIPE. (NFPA 24-10.6.3.1).
- COMMERCIAL FIRE LANES: CLEARLY SHOW RED PAINTED CURBING AND LOCATION OF ALL FIRE LANE SIGNAGE.

FIRE LANES REQUIRED TO MEET THE FOLLOWING REQUIREMENTS:

 - FIRE LANE SIGNS SHALL BE A MINIMUM OF 12 INCHES WIDE BY 18 INCHES HIGH AND HAVE RED LETTERS ON A WHITE BACKGROUND. BOTH SIDES OF SIGNS SHALL READ "NO PARKING, FIRE LANE". "NO PARKING" MAY BE REPLACED BY A "P" WITH A "NO" SYMBOL, PROVIDED THE "P" IS A MINIMUM OF SIX INCHES IN HEIGHT.
 - LETTERS FOR FIRE LANE SIGNS SHALL NOT BE LESS THAN 2 INCHES IN HEIGHT.
 - FIRE LANE SIGNS SHALL BE POSTED AT THE BEGINNING OF THE FIRE LANE AND ONE AT THE END OF FIRE LANE WITH SIGNS NOT MORE THAN 100 FEET APART.
 - FIRE LANES LESS THAN 40 FEET IN LENGTH MAY HAVE ONE SIGN POSTED IN THE MIDDLE OF THE FIRE LANE.
 - FIRE LANE SIGNS SHALL NOT BE MORE THAN 4 FEET FROM EDGE OF CURB AND SHALL BE VISIBLE FROM BOTH DIRECTIONS OF DRIVING SURFACE.
 - HEIGHT OF THE FIRE LANE SIGN FACE AS MEASURED FROM BOTTOM OF SIGN SHALL BE A MINIMUM OF 4 FEET AND A MAXIMUM OF 7 FEET FROM GROUND LEVEL.
 - FIRE LANES 20 TO 28 FEET, MARKINGS AND SIGNS WILL BE REQUIRED ON BOTH SIDES.
 - FIRE LANES 29 TO 37 FEET, MARKINGS AND SIGNS WILL BE REQUIRED ON ONE SIDE.
 - FIRE LANES WIDER THAN 37 FEET, NO MARKINGS OR SIGNS REQUIRED.
 - FIRE LANE CURBING OR LINEAR DELINEATING OF THE FIRE LANE SHALL BE PAINTED RED. THE TOP AND FACE OF CURB SHALL BE PAINTED. EVERY EXISTING BUILDING SHALL CONFORM TO THIS SUBSECTION WHEN REPAINTING IS NECESSARY. NEW BUILDINGS SHALL CONFORM PRIOR TO A CERTIFICATE OF OCCUPANCY BEING ISSUED. COBB COUNTY CODE SECTION 118-231.
 - INCLUDE THE FIRE LANE INSTALLATION AND SIGNAGE DETAILS ON THE PLANS.
- ALL COBB COUNTY FIRE MARSHAL OFFICE INSPECTIONS ARE REQUIRED TO BE SCHEDULED ONLINE AT WWW.CCOBFCO.ORG.
- SITE PLAN APPROVAL DOES NOT INCLUDE TANKS. TANKS SHALL BE PERMITTED SEPARATELY AT CCFMO. INSPECTIONS ARE REQUIRED TO BE SCHEDULED ONLINE AT WWW.CCOBFCO.ORG.
- GATES: NO GATE WILL BE INSTALLED AT THIS TIME. ACCESS TO GATES AND THROUGH GATES SHALL BE IN A DIRECT STRAIGHT PATH WITHOUT CURVATURE FOR AT LEAST 45 FEET ON EITHER SIDE. GATES SECURING FIRE APPARATUS ACCESS SHALL PROVIDE AT LEAST 14 FEET IN CLEAR WIDTH FOR A SINGLE LANE AND 20 FEET FOR A DOUBLE LANE. GATES SHALL BE SWING OR SLIDING TYPE. ELECTRIC GATES SHALL BE EQUIPPED WITH A MEANS OF OPENING THE GATE BY FIRE DEPARTMENT PERSONNEL FOR EMERGENCY ACCESS (KNOX SWITCH FROM WWW.KNOXBOX.COM) AND OPERATIONS UPON POWER FAILURE. MULTIPLE GATES ON SITE MAY REQUIRE INTERCONNECTION AND SIMULTANEOUS OPERATION. EMERGENCY OPENING DEVICES SHALL BE APPROVED BY THE COBB COUNTY FIRE MARSHAL'S OFFICE. (COBB COUNTY DEVELOPMENT STANDARDS 401.08.02)
- SITE PLAN APPROVAL MUST BE ISSUED PRIOR TO APPROVAL OF BUILDING PLANS.
- ANY STAIR OR MEANS OF EGRESS COMPONENT SHOWN ON THESE PLANS IS OUTSIDE OF THE LAND DISTURBANCE PERMIT REVIEW PROCESS. ALL STAIRS AND OTHER MEANS OF EGRESS COMPONENT MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE FIRE MARSHAL'S OFFICE PRIOR TO CONSTRUCTION.
- FINAL DETERMINATION OF FIRE PROTECTION (SPRINKLERS, STANDPIPES AND ALARMS) WILL MADE DURING THE LIFE SAFETY CODE PLAN REVIEW FOR THE BUILDING. PRELIMINARY REQUIREMENTS CONTAINED ON SITE PLANS ARE BASED ON INITIAL REVIEW AND ARE SOMETIMES ACCEPTED AS EQUIVALENCIES DUE TO SITE ACCESS OR OTHER ISSUES WITH THE SITE. IF THE SITE PLANS CONTAIN REQUIREMENTS FOR FIRE PROTECTION SYSTEMS, THE SITE APPROVAL IS CONTINGENT ON PROVIDING THE REQUIRED SYSTEMS IN THE MANNER SPECIFIED ON THE SITE PLANS.
- ALL COBB COUNTY FIRE MARSHAL OFFICE INSPECTIONS ARE REQUIRED TO BE SCHEDULED ONLINE AT WWW.CCOBFCO.ORG. THERE WILL BE A LINK TO MOBILE EYES.
- STREET NUMBERS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 106-2 COBB COUNTY CODE. NUMBER SHALL BE ON THE STREET SIDE OF THE BUILDING, NOT LESS THAN 6 INCHES HIGH, NUMBERS SHALL BE REFLECTIVE ON A CONTRASTING BACKGROUND OR CONTRASTING NUMBERS ON A REFLECTIVE BACKGROUND. WHERE MONUMENT SIGNS ARE USED ADDRESS NUMBERS SHALL BE INSTALLED ON BOTH SIDE OF THE MONUMENT SIGN.
- SITE AND BUILDING NUMBERS SHALL COMPLY WITH SECTION 106-2(B)(3) COBB COUNTY CODE. LANDSCAPING MATERIALS SHALL NOT OBSTRUCT THE STREET NUMBERS.
- FIRE LANES WILL BE DETERMINED BY THE REVIEWER AFTER ALL COMMENTS ARE ADDRESSED OR AS DETERMINED BY THE FIRE SAFETY INSPECTOR PRIOR TO FINAL INSPECTION OF THE SITE.
- MAINTAIN ACCESS FOR FIRE APPARATUS TO ALL BUILDINGS UNDER CONSTRUCTION INCLUDING TIMES OF RAIN OR MUD. ROADS SHALL BE MAINTAINED AND MINIMALLY PROVIDED WITH CRUSHED STONE BASE AT 20' WIDE. PROVIDE AND MAINTAIN A SUITABLE TEMPORARY SUPPLY OF WATER FOR THE FIRE DEPARTMENT. (CCC 118-231)
- MAXIMUM GRADE OF ROADWAYS LEADING TO FIRE ACCESS ROADS REFER TO THE COBB COUNTY DEVELOPMENT STANDARD SECTION 400.1430 FOR NON-RESIDENTIAL. MAXIMUM ANGLE OF DEPARTURE IS 8.0% ACCOUNTING FOR A MAXIMUM OF 8 INCHES OF GROUND CLEARANCE AND A WHEELBASE OF 20 FT.
- THE OWNER/DEVELOPER SHALL NOTIFY THE FMO PRIOR TO THE START OF CONSTRUCTION WITH THE NAME AND CONTACT INFORMATION FOR THE SUPERINTENDENT. THE SUPERINTENDENT SHALL BE FAMILIAR WITH THE REQUIREMENTS OF IFC 3300 AND NFPA 241 AS ADOPTED BY THE STATE OF GEORGIA.
- SITE PLAN REVIEW DOES NOT INCLUDE THE REVIEW OR APPROVAL OF ANY TANKS. TANKS MUST BE PERMITTED AND APPROVED SEPARATELY THROUGH THE COBB COUNTY FIRE MARSHAL'S OFFICE. IF THE TANK IS MORE THE 680 GALLONS THE STATE FIRE MARSHAL'S OFFICE MUST ALSO APPROVE THE TANK. TANKS CANNOT BE USED UNTIL THE TANK INSPECTION IS COMPLETED AND PASSED.
- GATES MUST BE PERMITTED SEPARATELY AND REVIEWED AND APPROVED BY THE FIRE MARSHAL'S OFFICE BEFORE ANY GATES ARE INSTALLED.
- SPEED HUMPS SHALL MEET COBB COUNTY FIRE DEPARTMENT REQUIREMENTS.



REINFORCED SIGN POST DETAIL NTS

KEYNOTES

- PROPOSED ONE-STORY 1,940 SF BUILDING EXPANSION, TOTAL 3,090 SF. SEE ARCHITECTURAL PLANS FOR DETAILS.
- 6" TALL HEADER CURB
- PARKING LOT STRIPING
- ACCESSIBLE MARKING AND SIGNAGE IN A BOLLARD
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- ACCESSIBLE RAMP
- APPROXIMATE LOCATION OF EXISTING FIRE HYDRANT AND CONTROL VALVE
- PROPOSED 4" PVC SEWER SERVICE, MINIMUM 2% SLOPE (SEE ARCHITECTURAL PLANS FOR CONTINUATION INTO BUILDING)
- SEWER CLEANOUT
- PROPOSED 1,500 GAL GREASE TRAP. CONFIRM PROPOSED SEWER SERVICE AND EXISTING TIE-IN ELEVATIONS WILL PROVIDE ADEQUATE FALL BEFORE BEGINNING CONSTRUCTION.
- APPROXIMATE SEWER TIE-IN LOCATION. CONFIRM LOCATION AND DEPTH BEFORE BEGINNING CONSTRUCTION.
- REPLACE EXISTING DUMPSTER FENCE WITH A BRICK FACED DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.
- LANDSCAPE ISLAND. SEE LANDSCAPE PLANS FOR DETAILS.

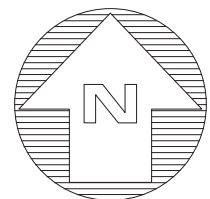
COBB DOT NOTE:

- COBB DOT LANE CLOSURE PERMIT IS TO BE REVIEWED, APPROVED AND LANE CLOSURE MUST BE ACTIVELY IMPLEMENTED AT ALL TIMES THERE ARE ANY SITE ACTIVITIES. THE DRIVE IS TO BE SIGNED AS/FOR RIGHT OUT ONLY EXIT FOR ALL CONSTRUCTION TRAFFIC.

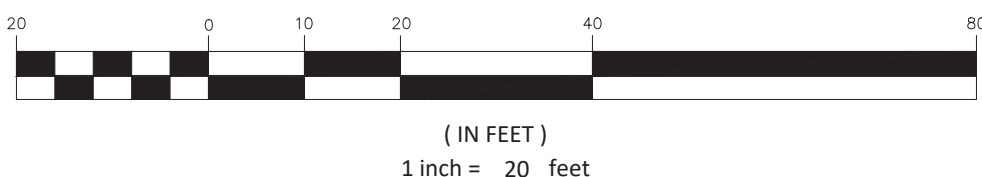
COBB ARBORIST NOTE:

- NO PERMANENT SIGN(S), FLAG POLE(S), PROPOSED FIRE HYDRANTS, POWER TRANSFORMERS, SIDEWALKS OR ADA RAMPS WILL BE PLACED IN CONFLICT WITH AN ORDINANCE CODED OR APPROVED TREE PLANTING LOCATION.

NO STREET PARKING HAS BEEN APPROVED FOR THIS DEVELOPMENT



GRAPHIC SCALE



The Owner hereby designates (print) Jay Feng (New Space Design) As the fire prevention program superintendent. The above-named person shall be responsible for compliance with IFC chapter 3300 in its entirety and NFPA 241-09. Failure to comply can result in stop work orders and/or citation.

SITE & UTILITY PLAN

FOR:
SIX FLAGS PKWY C-STORE
124 SIX FLAGS PKWY SW, AUSTELL, GA 30168
COBB COUNTY, GEORGIA
(PARCEL 18060300020)
SPR-2025-M016



CSWCC No. 000005766

No.	Revision/Issue	Date
1	CITY AND COUNTY REVISIONS	4/8/25
2	GREASE TRAP ADDITION	6/16/25
3	GREASE TRAP SIZE	6/20/25
4	PARKING ISLANDS ADDED	9/26/25
5	COBB FIRE COMMENTS	10/24/25

RASK

CIVIL ENGINEERING

PO BOX 1390
JASPER, GA 30143
(404) 226-6795

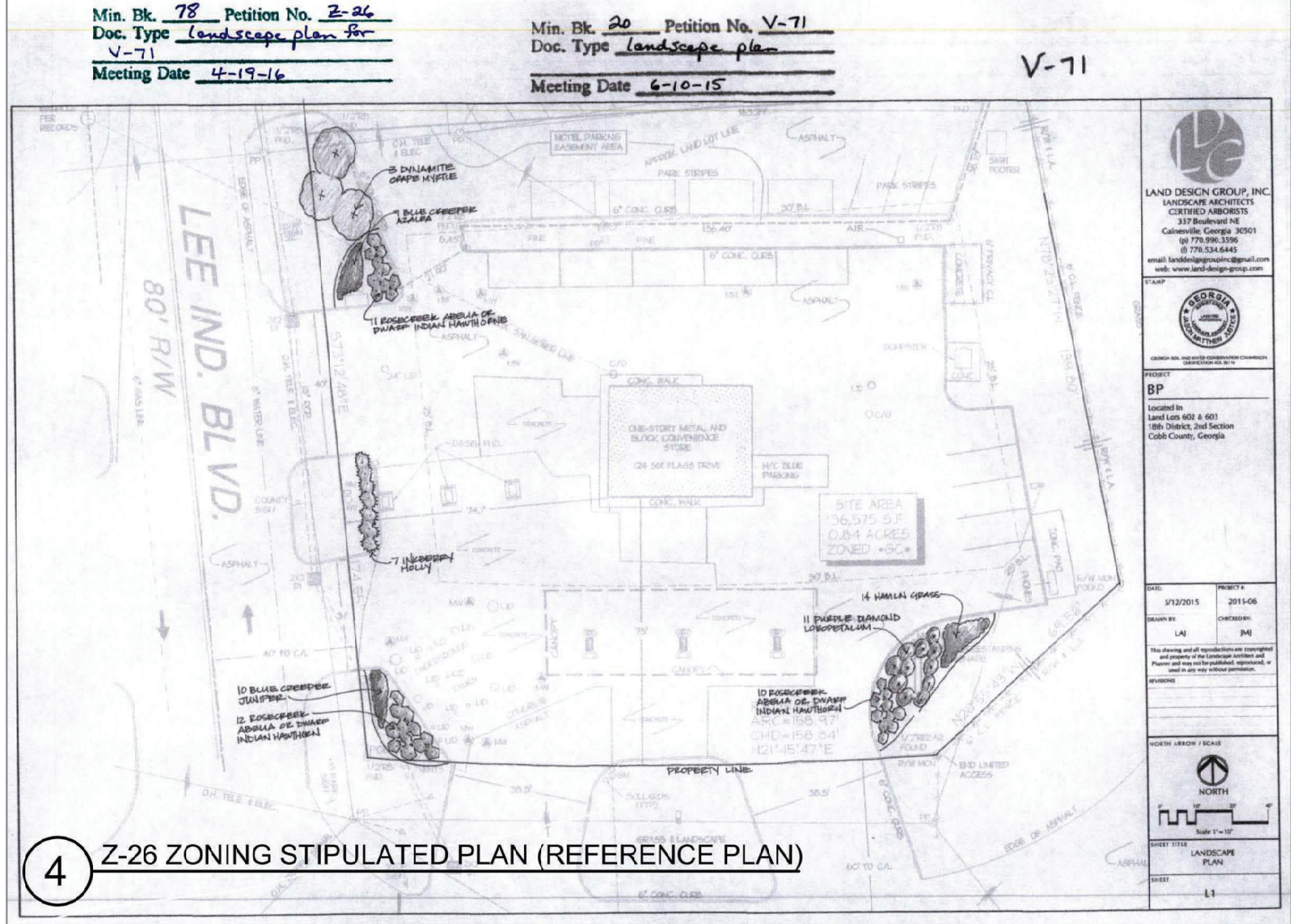
OWNER/DEVELOPER:

ATAI CONSTRUCTION
1134 GAVINWOOD PLACE
DECATUR, GA 30033

CONTACT:
NAUREEN LALANI
(470) 502-3434

Project	252625	Sheet
Date	2/7/25	C3.0
Scale	1"=20'	

NOT ISSUED FOR CONSTRUCTION



PLANT CALLOUT	Q	BOTANICAL NAME	COMMON NAME	Container or Root	MIN. HT.	MIN. SPR.	Spacing	Notes
Abelia	18	<i>Abelia grandiflora</i> "Rose Creek"	Rose Creek Abelia	3 Gallon	15"	15"	42" - 48"	Full all around
Hamel's Grass	14	<i>Pennisetum stuppeoides</i> "Hamel's"	Hamel's Fountain Grass	3 Gallon	18"	12"	24"	Full all around
Inkberry	9	<i>Ilex glabra</i>	Inkberry	7 Gallon	27"	15"	42" - 60"	Full to ground, all around
Juniper	17	<i>Juniperus conferta</i> "Blue Pacific"	Blue Pacific Shore Juniper	3 Gallon	8"	14"	30"	Full all around
Purple Diamond	8	<i>Loropetalum chinense</i> "Shang-hi"	Purple Diamond Semi- dwarf Chinese Fringe Bloss	3 Gallon	18"	18"	48"	Full all around

PLANTING AT NEW ISLANDS									
CF	2	<i>Chionochorus retusus</i>	Chinese Fringe Tree	7 Gallon	5'	2.5'	N/A	3/4" cal., Full	
LN	2	<i>Lagerflœmia x 'Natchez'</i>	Natchez Crane Myrtle	10 Gallon	6'	3'	N/A	Symmetrical	
UA	2	<i>Ulmus americanus 'Princeton'</i>	Princeton American Elm	30 Gallon or FG/10B	10'	4'	N/A	2" cal., Full, Symmetrical, 6 CT	
Eacn	560	<i>Euonymus fortunei 'Coloratus'</i>	Purple Winter Creeper	4" Pot	9"	6"	21"	Full	

1 LANDSCAPE DESIGN (EXCEPT AT NEW ISLANDS) IS REQUIRED TO MATCH COBB COUNTY ZONING CONDITIONS OF CASE Z-26 OF 2016. (Plan V-71, Landscape Stipulations, copied ABOVE.) This plan fills in all missing plant material from that plan, based on field observations made April 2, 2025.

2. **SUBSTITUTIONS** for species / varieties specified above shall only be permitted upon written approval of the Landscape Architect and are only permitted where the specified type is not available within project region.
3. **WATERING** is to be provided by the Contractor to ensure establishment. Minimum watering schedule is as follows. Watering quantity for each visit may be reduced as appropriate if one-half inch or more of rain has occurred within the past 24 hours.

Water at Time of Planting	
Water Daily	3-7 Days Depending on Season and Weather
Water Every Other Day	Two Weeks
Water Twice Weekly	Six Weeks
Water Once Weekly	2-5 Weeks Depending on Season and Weather

4. WARRANTY required on all TREES for ONE YEAR from date of substantial completion and on all other installed plantings for six (6) months or until the end of the first growing season, whichever is later. Contractor shall replace, in kind, any tree or plant that has died or appears diseased, in poor condition or failing to thrive, at the end of the warranty period. Warranty exception only allowed for cases of vandalism, Acts of God, or documented acts of Owner that cause damage. Warranty replacement plantings for an additional three (3) months. Provide watering as above.

- 5 BED AREAS AND PLANTING PITS FOR SHRUBS SHALL BE PREPARED as shown on plan and planting detail (this sheet). If not shown on plan, planting pits for individual shrubs shall be a minimum of 4' (48") Strip all existing grass and vegetation. Where existing shrubs are to remain, work to be done to avoid damage to shrub roots, within 3 feet of base of shrub.
- Till and amend planting soil. Remove all stones larger than 2 inches, and any debris or trash encountered. Soil Amendments shall include 75% Soil Conditioner, "TimeSaver" or Equal, and 25% Compost, Mushroom Compost or Well Aged Manure Compost (Commercially Obtained, Baged Product). Soil Amendments shall be applied at minimum 3" thickness (≈25% of 12" deep bed) to replace a portion of existing soils. Blend thoroughly.

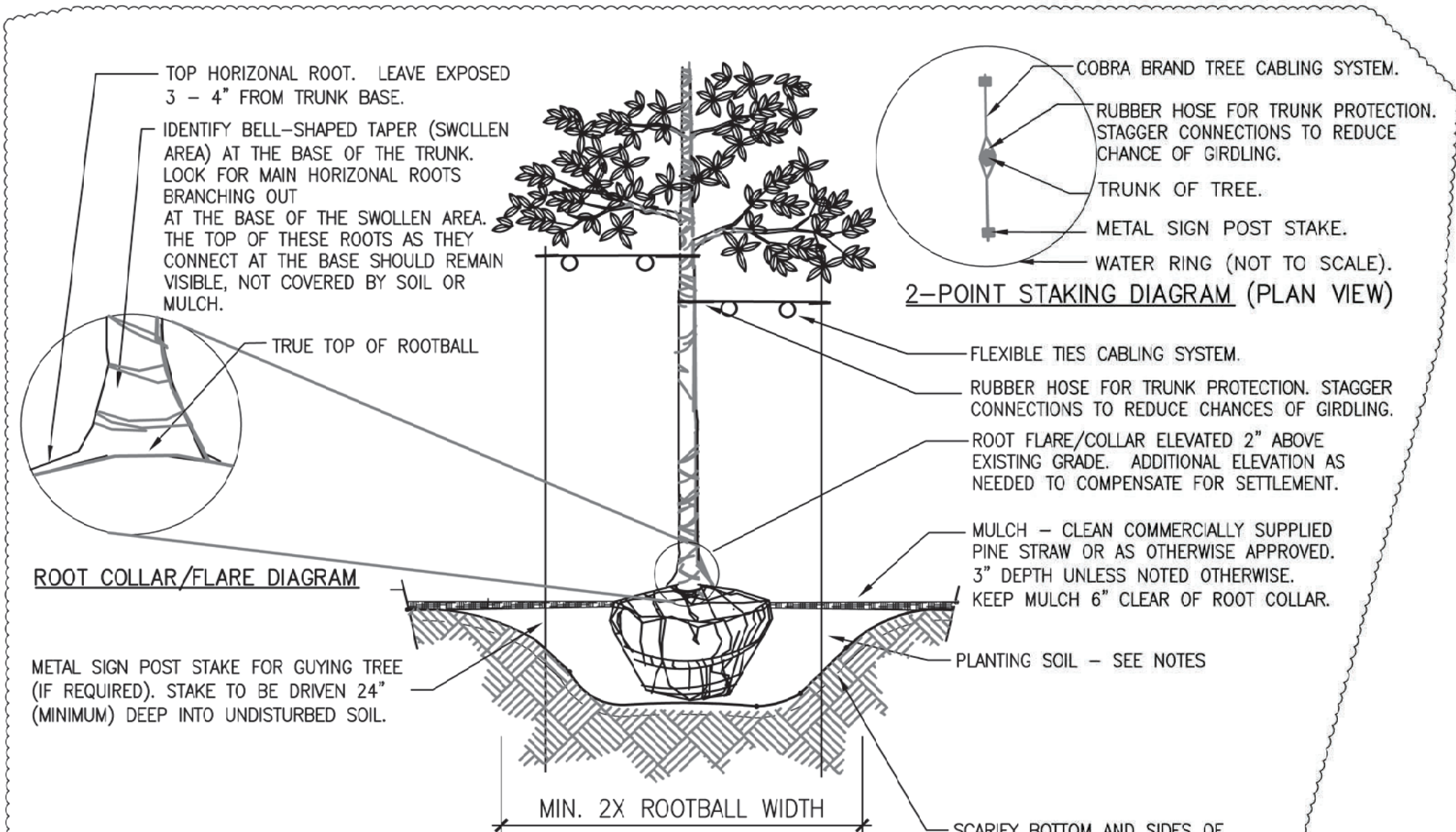
- 6 MULCH shall be clean, commercially obtained Pine Straw mulch, 3" minimum depth.
- 7 PLANTING AT NEW ISLANDS shall include installation of clean, cultivated, suitable topsoil / planting soil to a MINIMUM depth of 30 INCHES; Contractor to excavate previously placed road base or other materials not suitable for landscape planting as required.

- 9 TREE DENSITY REQUIREMENTS AT 15 UNITS PER ACRE ARE CALCULATED BASED ON THE PROJECT AREA, NOT THE TOTAL SITE (THIS IS AN ADDITION TO AN EXISTING PROPERTY, Section 416.02), as

- Total Project Area 0.11 Acres (See Site Plan)
Density Required: 15 * 0.11 = 1.65 Units
Density Provided: 1.80 Units * REQUIREMENT SATISFIED
* (2) Trees @ 1" cal. x 0.4 = 0.8 Unit
* (2) Trees @ 2" cal. x 0.5 = 1.0 Unit
1.8 Units Total

5 PLANT SCHEDULE & NOTES

EXISTING UTILITIES INFORMATION SHOWN HEREIN IS NOT GUARANTEED TO BE ACCURATE, COMPLETE OR UP TO DATE. CONTRACTOR IS RESPONSIBLE TO HAVE LOCATED AND TO MARK ALL EXISTING UTILITIES WITHIN THE PROJECT AREA. CONTRACTOR IS SOLELY RESPONSIBLE FOR AVOIDING DAMAGE TO OVERHEAD OR UNDERGROUND UTILITIES AND FOR ALL REPAIR OR RESTORATION COSTS REQUIRED BY DAMAGE CAUSED TO UTILITIES PRIOR TO FINAL PROJECT ACCEPTANCE BY THE OWNER.



Georgia 811
811 or 800-282-7411

SHRUB PLANTING

SCALE: NTS

TREE PLANTING

SCALE: NTS

 1 DETAIL ADDED

treeplanting_150908



AGENDA ITEM MEMORANDUM

MEETING OF: November 12, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Consideration and Approval of an Agreement with Georgia Municipal Association and the City of Mableton for collection of unpaid, escaped and delinquent privilege or occupational license taxes and fees from firms or associations transacting insurance business in the City

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. Mableton-GMA DBL Agreement

AGREEMENT

STATE OF GEORGIA

COUNTY OF COBB

This Agreement made and entered into the ____ day of _____, 20____ between the GEORGIA MUNICIPAL ASSOCIATION Inc. ("GMA") and the CITY OF MABLETON, Georgia (the "City").

WITNESSETH: That for the promises and consideration hereinafter set forth, GMA and the City agree that:

1. GMA is authorized to, and will make the necessary investigations or take such action as may be required in its judgment to collect unpaid, escaped and delinquent privilege or occupational license taxes and fees ("Taxes") from corporations, firms or associations transacting insurance business in the City, under the requirements of the ordinance of said City, and Georgia law.
2. The City shall not incur any expense or liability in connection with such investigation and collection except as hereinafter set forth.
3. GMA, at its expense, will write all necessary letters and assume all other expenses incurred in the collection of the Taxes, including legal expenses. GMA is hereby authorized if it deems necessary, but not obligated, to employ at its expense legal counsel and other persons. The City agrees to cooperate with GMA in such action as may be reasonably required to collect the Taxes.
4. In order to defray the cost of the investigation, legal expenses and collection of the Taxes, GMA shall be entitled to 50% of all amounts of such delinquent and escaped Taxes recovered and the remaining 50% shall be remitted periodically to the City accompanied by itemized statements. In the event that Taxes collected through the efforts of GMA are paid directly to the City, GMA shall receive credit in accord with this formula. GMA shall receive no compensation for Taxes collected in subsequent years on payments received from billings by the City to companies from which GMA has collected under this Agreement.
5. During the term of this Agreement, the City shall notify GMA of any payments or compromise settlements received by the City of such delinquent Taxes due from insurance corporations, firms or associations, and forward any correspondence received in connection with such delinquent Taxes to GMA for further investigation and handling; and shall otherwise provide such information as may be reasonably necessary for the collection efforts and requested by GMA.
6. This Agreement shall remain in full force and effect until terminated by either party upon giving at least ninety (90) day notice in writing to the other party.
7. Georgia Security and Immigration Compliance Act

Contractor agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor.

Contractor attests compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Exhibit A as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of the contract.

Contractor agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall be made a part of the contractor/subcontractor agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and their seals affixed the day and year first above written.

GEORGIA MUNICIPAL ASSOCIATION, Inc.

CITY OF MABLETON, GEORGIA

By: _____

By: _____

NAME: Larry H. Hanson

NAME: _____

TITLE: CEO and Executive Director

TITLE: _____



EXHIBIT A

GEORGIA MUNICIPAL ASSOCIATION
FEDERAL WORK AUTHORIZATION PROGRAM COMPLIANCE AFFIDAVIT

By executing this affidavit, the Georgia Municipal Association, Inc. ("GMA") verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that GMA, which is engaged in the physical performance of services in Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, GMA will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). GMA hereby attests that its federal work authorization user identification number and date of authorization are as follows:

69371
Federal Work Authorization User Identification Number

November 26, 2007
Date of Authorization

Delinquent Business Insurance License Fee Service
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on JANUARY, 29 20 25, in Atlanta (city), Georgia (state).

Larry H. Hanson
BY: GMA Authorized Officer or Agent

1-29-25
Date

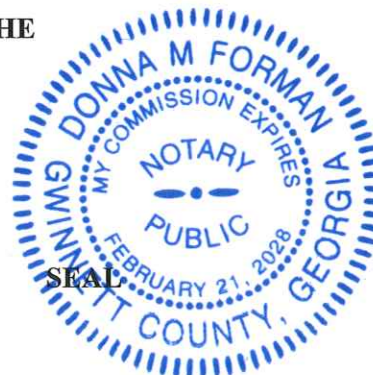
Larry H. Hanson, CEO and Executive Director
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

29TH DAY OF JANUARY, 20 25

Donna M. Forman
Notary Public

My Commission Expires: FEBRUARY 21, 2028





AGENDA ITEM MEMORANDUM

MEETING OF: November 12, 2025

DEPARTMENT: Economic Development Department

ISSUE/AGENDA ITEM TITLE: Consideration and Approval of Resolution of the City of Mableton Requesting and Authorizing the City's Local Legislative Delegation to Introduce Legislation at the Regular 2026 Session of the Georgia General Assembly Authorizing a Referendum Election for the City's Exercise of Redevelopment and other Powers and for Other Lawful Purposes - Economic Development Director Artie Jones

BACKGROUND/SUMMARY: Georgia Redevelopment Powers Law – Steps and Timeline

1. City Council Workshop Discussion

- **Purpose:** Provide an overview of the Redevelopment Powers Law (O.C.G.A. § 36-44) and its benefits, such as enabling tax allocation districts (TADs) and other redevelopment tools.
- **Timing:** October 6, 2025 (planned workshop).
- **Outcome:** Informal consensus on whether to pursue adoption.

2. Adoption of Resolution Requesting Local Legislation

- **Action:** City Council passes a **formal resolution** authorizing the request for local legislation to grant redevelopment powers.
- **Responsible Party:** Mayor and City Council.
- **Timing:** Regular session following the workshop (ideally by **late October 2025**).
- **Details:**
 - The resolution must specify the City's intent to seek the General Assembly's approval.
 - Draft resolution prepared by the City Attorney's office.
 - This resolution is transmitted to the local legislative delegation.

3. Submission to Georgia General Assembly

- **Action:** Local delegation sponsors the bill during the **2026 Legislative Session** (January–March 2026).
- **Notes:**
 - The bill is local legislation and must pass both chambers.
 - Once passed, it is signed by the Governor.
 - **Timeline:** Passage typically occurs within the same session if submitted early.

4. Scheduling and Conducting the Local Referendum

- **Action:** Upon enactment of the local law, the City Council must call for a **referendum**.
- **Requirements:**
 - Must comply with Georgia election law deadlines (O.C.G.A. § 21-2).
 - Coordinate with the County Board of Elections to select a date.
 - Provide appropriate public notices and ballot language.
- **Timing:**
 - Earliest practical date: **General or Special Election in late 2026** (e.g., November 2026 General Election).
 - Allow **90–120 days** for notice, ballot preparation, and voter education.

5. Post-Referendum Implementation

- **If Approved by Voters:**
 - City Council may adopt ordinances establishing **Redevelopment Areas and Tax Allocation Districts (TADs)**.
 - Prepare Redevelopment Plans in compliance with statutory requirements.
 - Begin negotiations with taxing jurisdictions for participation in TADs.
 - Prepare for issuance of TAD bonds or other financing mechanisms.
- **If Rejected:**
 - The process ends unless reintroduced in a future election cycle.

6. Approximate Timeline

Step	Target Date
Workshop & Initial Discussion	October 6, 2025
Resolution Adoption	Late October–November 2025
Submission to General Assembly	January–March 2026
Enactment of Local Law	By April 2026
Call for Referendum	Mid–2026
Referendum Vote	November 2026 (General)
Adoption of Redevelopment Plans	Early 2027
First TAD Financing/Projects	Late 2027–2028

7. Key Legal Considerations

- **Compliance with O.C.G.A. § 36-44:** Ensure all redevelopment areas and plans meet statutory definitions and procedural requirements.
- **Public Transparency:** Provide ample public information and outreach regarding TAD impacts on schools and other taxing bodies.
- **Bond Validation:** Any TAD bond issuance requires judicial validation proceedings in superior court.
- **Coordination with Taxing Jurisdictions:** Agreements with the County and School District may be necessary for full participation.

BUDGETED/FINANCIAL IMPACT – FUND:

There is **no financial impact** associated with the current actions being undertaken by the City of Mableton’s Economic Development Office regarding the exploration of redevelopment powers.

Should the Georgia General Assembly authorize the City of Mableton to call for a local

referendum in **November 2026**, and if the referendum is approved by the voters, the City would then incur financial costs associated with the **development of a formal Redevelopment Plan**. This plan would outline the proposed **Tax Allocation District (TAD)** boundaries, financial projections, and implementation strategy required to activate the City's redevelopment powers under Georgia's Redevelopment Powers Law.

At this stage, all efforts are preliminary and **carry no fiscal impact to the City's budget**.

RECOMMENDATION: Staff recommends that the City Council authorize the Mayor to execute a resolution for the general assembly to introduce legislation at the 2026 regular session of the general assembly to allow the City of Mableton through referendum the exercise of redevelopment and other powers and for lawful purposes.

ATTACHMENTS:

1. Resolution for Redevelopment Referendum Rev. 9.26.25
2. History of Tax Allocation Districts Chronology
3. Georgia Redevelopment Powers Law Steps
4. Tax_Allocation_Districts_TADs Introductory Slide Show

**A RESOLUTION OF THE CITY OF MABLETON, GEORGIA, REQUESTING AND
AUTHORIZING THE CITY'S LOCAL LEGISLATIVE DELEGATION TO
INTRODUCE LEGISLATION AT THE REGULAR 2026 SESSION OF THE GEORGIA
GENERAL ASSEMBLY AUTHORIZING A REFERENDUM ELECTION FOR THE
CITY'S EXERCISE OF REDEVELOPMENT AND OTHER POWERS AND FOR
OTHER LAWFUL PURPOSES**

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

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

WHEREAS, the City Charter Section 2.16(b) authorizes the City *"to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations, not inconsistent with this charter and the Constitution and the laws of the State of Georgia, which it shall deem necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, or well-being of the inhabitants of the City of Mableton;"*

WHEREAS, Article IX, Section II, Paragraph VII(b) of the Georgia Constitution authorizes the General Assembly by local law, to grant to the City all redevelopment and other powers under Chapter 44 of Title 36 of the O.C.G.A., the "Redevelopment Powers Law," as amended, to undertake and carry out community redevelopment, to create tax allocation districts, to issue tax allocation bonds, and to incur other obligations and to exercise redevelopment powers as fully as the "Redevelopment Powers Law" may now or hereafter permit and not to limit any redevelopment powers permitted under the Redevelopment Powers Law;

WHEREAS, the Georgia Constitution further provides that no local law of the General Assembly granting the City all redevelopment and other powers under the "Redevelopment Powers Law" shall become effective unless approved in a referendum by a majority of the qualified voters voting thereon in the City;

WHEREAS, the City wishes to convey its desire to have local legislation granting the City all redevelopment and other powers under the "Redevelopment Powers Law" and calling for a referendum election submitting this local legislation to the electors of the City for approval or rejection; and

WHEREAS, the City Council finds this Resolution to be in the best interests of the health, safety and welfare of the City.

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

Section 1.

- a. **Request to Mableton Local Legislative Delegation:** The City of Mableton, Georgia, respectfully requests that the City's Local Legislative Delegation introduce legislation at the 2026 regular session of the Georgia General Assembly:
1. Granting the City all redevelopment and other powers under the "Redevelopment Powers Law," as amended, which shall include authorization to undertake and carry out community redevelopment, to create tax allocation districts, to issue tax allocation bonds, and to incur other obligations within the meaning of and as fully permitted under the provisions of Article IX, Section II, Paragraph VII(b) of the Constitution of the State of Georgia of 1983, as amended, and to authorize the City to exercise redevelopment powers as fully as the "Redevelopment Powers Law" may now or hereafter permit and not to limit any redevelopment powers permitted under the Redevelopment Powers Law, and
 2. Authorizing an election in the City concerning the approval or rejection of such local legislation granting the City all redevelopment and other powers under the "Redevelopment Powers Law," as amended.
- b. **Proposed Legislation.** A template for the local legislation that the Local Legislative Delegation may present to legislative counsel for review is attached hereto as Exhibit "A."
- c. **Instruction to City Clerk.** The City Clerk is hereby instructed to promptly email copies of this Resolution to all members of the City's Local Legislative Delegation.

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

- (a) All Resolutions and parts of Resolutions in conflict with this Resolution are hereby repealed.
- (b) All sections, paragraphs, sentences and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- (c) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.
- (d) In the event any portion of this Resolution shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this Resolution which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of this Resolution.

Section 3. As of the adoption of this Resolution, all alcoholic beverage and regulatory license and permit fees within the City of Mableton shall be imposed and administered pursuant to Chapter 5 and Chapter 7 of the Code of Ordinances of the City of Mableton.

Section 4. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing and renumbering purposes.

Section 5. The effective date of this Resolution shall be the date of adoption, unless ordained otherwise by the City, or required otherwise by the City Charter, state and/or federal law. In the event that any effective date herein is determined by a Court of law to be invalid, said effective date shall instead be the earliest date allowed by law.

SO RESOLVED this _____ day of _____, 2025.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney

Exhibit A

A BILL TO BE ENTITLED

AN ACT

To authorize the City of Mableton, Georgia, to exercise all redevelopment and other powers under Article IX, Section II, Paragraph VII(b) of the Georgia Constitution and Chapter 44 of Title 36 of the O.C.G.A., the "Redevelopment Powers Law," as amended; to provide for a referendum; to provide effective dates; to provide for automatic repeal under certain circumstances; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

The City of Mableton shall be and is authorized to exercise all redevelopment and other powers under Chapter 44 of Title 36 of the O.C.G.A., the "Redevelopment Powers Law," as amended. The intention of this Act is to authorize the City of Mableton to undertake and carry out community redevelopment, to create tax allocation districts, to issue tax allocation bonds, and to incur other obligations within the meaning of and as fully permitted under the provisions of Article IX, Section II, Paragraph VII(b) of the Constitution of the State of Georgia of 1983, as amended, and to authorize the City of Mableton to exercise redevelopment powers as fully as the "Redevelopment Powers Law" may now or hereafter permit and not to limit any redevelopment powers permitted under the "Redevelopment Powers Law."

SECTION 2.

The municipal election superintendent of the City of Mableton shall call and conduct an election as provided in this section for the purpose of submitting this Act to the electors of the City of Mableton for approval or rejection. The municipal election superintendent shall conduct that election on the date of the general primary in [INSERT DATE], and shall issue the call and conduct that election as provided by general law. The municipal election superintendent shall cause the date and purpose of the election to be published once a week for two weeks immediately preceding the date thereof in the official organ of Cobb County, Georgia. The ballot shall have written or printed thereon the words:

"Shall the Act be approved which authorizes the City of Mableton to utilize tax allocation districts and redevelopment powers under the 'Redevelopment Powers Law,' as it may be amended from time to time?

() YES

() NO"

All persons desiring to vote for approval of the Act shall vote "Yes," and all persons desiring to vote for rejection of the Act shall vote "No." If more than one-half of the votes cast on such question are for approval of the Act, then Section 1 of this Act shall become of full force and effect immediately. If Section 1 of this Act is not so approved or if the election is not conducted as provided in this section, Section 1 of this Act shall not become effective and this Act shall be automatically repealed on the first day of January immediately following that election date. The expense of such election shall be borne by the City of Mableton. It shall be the municipal election superintendent's duty to certify the result thereof to the Secretary of State.

SECTION 3.

Except as otherwise provided in Section 2 of this Act, this Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 4.

All laws and parts of laws in conflict with this Act are repealed.

Overview on Tax Allocation Districts (TADs)

How TADs Work

1. **Base Value Freeze** – When a TAD is created, the taxable value of property inside the district is “frozen” at the current level.
 2. **Increment Capture** – As redevelopment occurs, property values rise. The **additional property tax revenue (the increment)** above the frozen base is placed into a special TAD fund.
 3. **Use of Funds** – Increment revenues are used to:
 - Repay bonds issued upfront to finance public improvements, or
 - Reimburse developers for eligible costs through “pay-as-you-go” financing.
 4. **District Termination** – The TAD continues until debts and redevelopment costs are repaid, after which the full property tax revenue flows back to the general funds of the city, county, and school district (if participating).
-

Advantages of TADs

- **Catalytic Investment** – Attracts private development that may not occur otherwise by funding infrastructure, site prep, and public amenities.
 - **Self-Financing** – Relies on future tax growth within the district, not on existing general fund revenues.
 - **Leverage** – One dollar of TAD funding can unlock many more dollars in private investment.
 - **Flexibility** – Can be structured as bond financing or pay-as-you-go, tailored to project needs.
 - **Targeted Revitalization** – Focuses resources on distressed areas, corridors, or underutilized sites in need of redevelopment.
 - **Job Creation & Tax Base Growth** – Stimulates commercial, residential, and mixed-use projects that increase long-term revenues once the TAD expires.
-

Disadvantages of TADs

- **Revenue Diversion** – During the life of the TAD, tax increments are unavailable to the city's general fund, county, and schools (unless negotiated for participation).
 - **Risk Exposure** – If property values don't increase as projected, the increment may be insufficient to cover bonds or commitments.
 - **Equity Concerns** – Benefits may concentrate in TAD areas, while non-TAD neighborhoods see slower reinvestment.
 - **Complexity** – Requires detailed redevelopment plans, legal approvals, and oversight to ensure compliance.
 - **Long Time Horizon** – TADs often last 20–30 years, tying up increment revenues for extended periods.
-

Balanced View for Mableton:

TADs are one of the most effective redevelopment tools in Georgia. They can transform underutilized corridors (such as Six Flags/I-20 gateways or Floyd Road commercial strips), but they require careful structuring to balance community needs, protect school and city finances, and ensure that public benefits (infrastructure, affordable housing, jobs) are guaranteed alongside private development gains.

History of Tax Allocation Districts (TADs) in Georgia

- **1985 – Enabling law.** Georgia's General Assembly adopted the **Redevelopment Powers Law** (O.C.G.A. §36-44), authorizing cities and counties—after a local referendum—to create TADs (Georgia's version of tax-increment financing).
- **1992 – First Georgia TAD.** Atlanta created the **Techwood/Westside TAD** (recertified/expanded in 1998), establishing the state's initial model for using increment to fund major urban redevelopment.
- **2001–2005 – Early flagship deals.** Atlanta issued its first TAD bonds (Westside TAD) and financed the **Atlantic Station** brownfield conversion

with TAD bonds (circa \$67–\$76M in early issuances). The **BeltLine TAD** was approved in 2005 with a 25-year financial plan.

- **2008 – Court ruling and constitutional fix.** The Georgia Supreme Court's **Woodham v. City of Atlanta** decision restricted use of **school tax** increments in TADs. Voters then approved **Constitutional Amendment 2** (Nov. 4, 2008), restoring school-board-approved participation in TADs.
- **Post-recession evolution.** A 2019 policy study documents Georgia's TAD growth pattern and confirms Atlanta/Georgia's first TAD chronology. Programs since then have increasingly targeted **infrastructure, housing, and catalytic mixed-use** with pay-as-you-go and bond structures.

How TADs work

A TAD freezes the base taxable value inside a district; **future growth in property-tax revenue (the “increment”)** is set aside to reimburse eligible public costs or repay TAD bonds per an adopted redevelopment plan. The district dissolves when obligations are satisfied and the governing body votes to end it under state law.

Notable Georgia Projects Funded (in whole or part) by TADs

- **Atlantic Station (Atlanta)** – Nationally recognized brownfield conversion of the former Atlantic Steel site; TAD proceeds funded remediation, streets, utilities, parking and other public works—enabling billions in private investment.
- **Atlanta BeltLine TAD (Atlanta)** – Adopted in **2005** as the fiscal backbone for trails, transit-ready corridors, parks, and affordable housing; subsequent bonds and pay-go revenues have supported multiple phases and Westside neighborhood projects.
- **Westside TAD grants (Atlanta)** – Ongoing Westside TAD resources have helped close gaps for redevelopment and housing (e.g., 2024 Westside TAD grant supporting English Avenue housing).
- **Perry-Bolton TAD (Northwest Atlanta)** – Helped unlock large infill housing tracts (e.g., Dupont Commons/Marietta Road area) on former industrial land.

- **Camp Creek Marketplace & Corridors (East Point) – Camp Creek TAD (2001)** and the Corridors/Downtown plan used TAD as a key tool to attract private retail, roadway upgrades, and site work along key corridors.
- **Smyrna Downtown TAD (Cobb County) – Established 2003** around downtown to spur mixed-use, corridor reinvestment (South Cobb Dr./Spring Rd./Windy Hill).
- **Columbus River District TADs (Muscogee County) – The Uptown (River District) TAD** has funded parking and public infrastructure supporting large mixed-use (e.g., up to ~\$38M request for Riverfront Place deck and improvements).

Why this matters for Mableton

- **Legal framework is established and flexible.** Georgia law provides wide latitude to tailor district boundaries, project lists, and finance methods in a local redevelopment plan adopted by ordinance after public process.
- **Proven tool in Cobb/metro Atlanta.** Neighboring jurisdictions (Smyrna, Atlanta, East Point) have used TADs to drive corridor reinvestment, brownfield cleanup, and housing—use cases directly relevant to **Six Flags/I-20 gateways, aging corridors, and catalytic sites** near Mableton.
- **Housing & infrastructure leverage.** Recent Westside TAD grants illustrate how Georgia TADs are being used to **add affordable housing and rehab aging units** while funding critical public improvements—an approach Mableton can adapt to local priorities.

Georgia Redevelopment Powers Law – Steps and Timeline

1. City Council Workshop Discussion

- **Purpose:** Provide an overview of the Redevelopment Powers Law (O.C.G.A. § 36-44) and its benefits, such as enabling tax allocation districts (TADs) and other redevelopment tools.
 - **Timing:** October 6, 2025 (planned workshop).
 - **Outcome:** Informal consensus on whether to pursue adoption.
-

2. Adoption of Resolution Requesting Local Legislation

- **Action:** City Council passes a **formal resolution** authorizing the request for local legislation to grant redevelopment powers.
 - **Responsible Party:** Mayor and City Council.
 - **Timing:** Regular session following the workshop (ideally by **late October 2025**).
 - **Details:**
 - The resolution must specify the City's intent to seek the General Assembly's approval.
 - Draft resolution prepared by the City Attorney's office.
 - This resolution is transmitted to the local legislative delegation.
-

3. Submission to Georgia General Assembly

- **Action:** Local delegation sponsors the bill during the **2026 Legislative Session** (January–March 2026).
- **Notes:**
 - The bill is local legislation and must pass both chambers.
 - Once passed, it is signed by the Governor.
 - **Timeline:** Passage typically occurs within the same session if submitted early.

4. Scheduling and Conducting the Local Referendum

- **Action:** Upon enactment of the local law, the City Council must call for a referendum.
- **Requirements:**
 - Must comply with Georgia election law deadlines (O.C.G.A. § 21-2).
 - Coordinate with the County Board of Elections to select a date.
 - Provide appropriate public notices and ballot language.
- **Timing:**
 - Earliest practical date: **General or Special Election in late 2026** (e.g., November 2026 General Election).
 - Allow **90–120 days** for notice, ballot preparation, and voter education.

5. Post-Referendum Implementation

- **If Approved by Voters:**
 - City Council may adopt ordinances establishing **Redevelopment Areas** and **Tax Allocation Districts (TADs)**.
 - Prepare Redevelopment Plans in compliance with statutory requirements.
 - Begin negotiations with taxing jurisdictions for participation in TADs.
 - Prepare for issuance of TAD bonds or other financing mechanisms.
- **If Rejected:**
 - The process ends unless reintroduced in a future election cycle.

6. Approximate Timeline

Step	Target Date
Workshop & Initial Discussion	October 6, 2025

Step	Target Date
Resolution Adoption	Late October–November 2025
Submission to General Assembly	January–March 2026
Enactment of Local Law	By April 2026
Call for Referendum	Mid–2026
Referendum Vote	November 2026 (General)
Adoption of Redevelopment Plans	Early 2027
First TAD Financing/Projects	Late 2027–2028

7. Key Legal Considerations

- **Compliance with O.C.G.A. § 36-44:** Ensure all redevelopment areas and plans meet statutory definitions and procedural requirements.
- **Public Transparency:** Provide ample public information and outreach regarding TAD impacts on schools and other taxing bodies.
- **Bond Validation:** Any TAD bond issuance requires judicial validation proceedings in superior court.
- **Coordination with Taxing Jurisdictions:** Agreements with the County and School District may be necessary for full participation.



Understanding Tax Allocation Districts (TADs)

How TADs Benefit Local
Governments and Developers

02	Overview	08	Property Tax Before Development
03	What is TAD?	09	Property Tax After Development
04	How TADs Work	10	Estimate Total over 20 Years
05	Permissible Uses of TAD Funds	11	Benefits to Developers
06	Benefits to Local Governments	12	Key Takeaways
07	Example	13	Q&A

● What is a Tax Allocation District (TAD)? ●



A TAD is a designated redevelopment area where future increases in property taxes (the tax increment) are used to finance infrastructure and development costs.

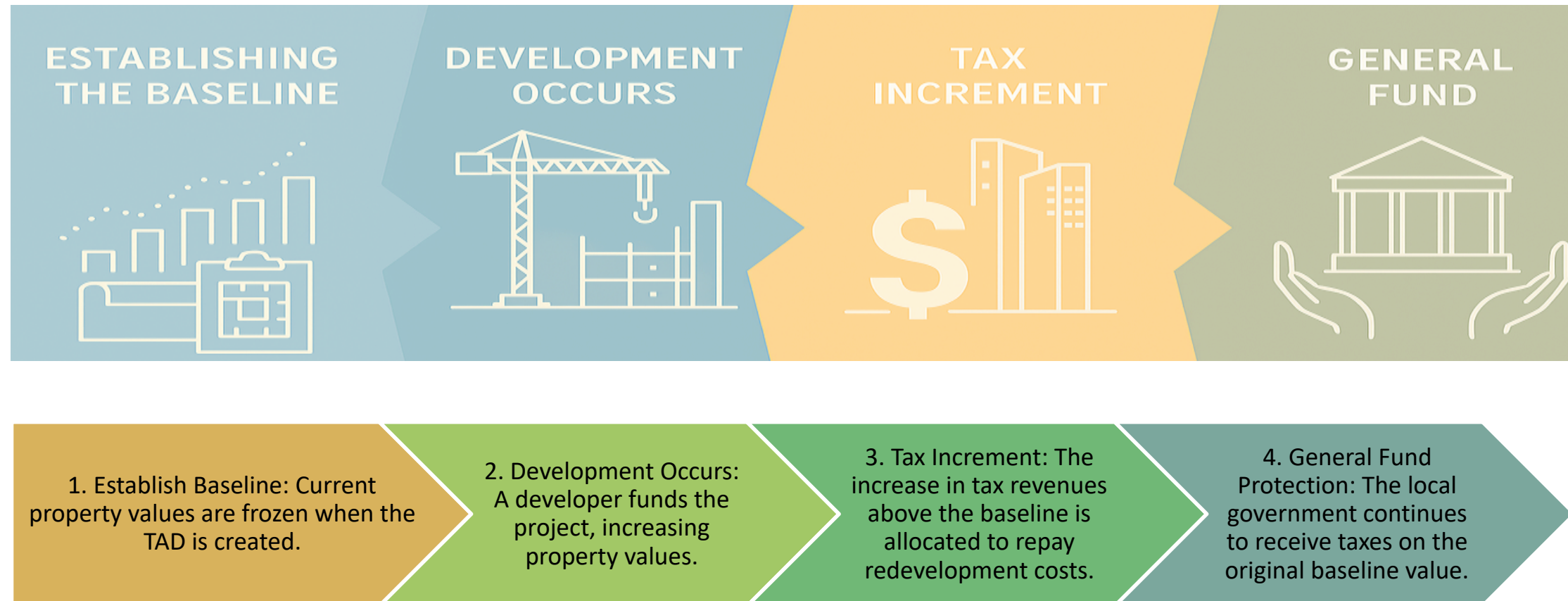


Authorized under Georgia's Redevelopment Powers Law (O.C.G.A. §36-44).



TADs are commonly used to revitalize blighted or underdeveloped areas.

• How TADs Work •



Benefits to Local Governments



Stimulates economic development without using general fund revenue.



Revitalizes blighted or underutilized areas.



Expands the tax base over time.



Enhances public infrastructure and community amenities.



Attracts private investment and jobs.

Permissible Uses of TAD Funds

Public infrastructure improvements (roads, sidewalks, utilities, water/sewer upgrades).

Land acquisition, site preparation, and environmental remediation.

Construction or rehabilitation of public facilities (parks, plazas, parking decks).

Affordable or mixed-income housing development support.

Streetscape enhancements and beautification projects

Debt Service payments on bonds issued to finance redevelopment activities

Other costs directly related to the redevelopment plan and approved by the local government

Example

Scenario: Redevelopment of an Underutilized Parcel

Item	Value/Rate
Base Assessed Property Value (Before Development)	\$2,000,000
Developed Assessed Property Value (After Redevelopment)	\$12,000,000
Local Combined Millage Rate (County + Schools)	30 mills (i.e., 3.0%)
Duration of TAD	20 years

Calculate the Property Tax Before Development (Baseline)

Step 1: Convert millage to a percentage

$$30 \text{ mills} = 30 \div 1,000 = \mathbf{0.03 (3\%)}$$

Step 2: Multiply by base value

This **\$60,000** continues to flow to the City's **general fund and other taxing bodies** during the life of the TAD—no existing revenues are diverted.

Calculate the Property Tax After Redevelopment

Determine the Increment (TAD Revenue)

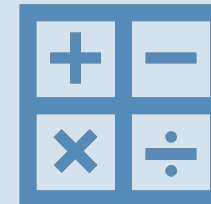
 The **\$300,000** annual increment is the **new revenue** created solely by the redevelopment.

These funds can be pledged to repay TAD bonds or reimbursed to the developer for **eligible expenses** (infrastructure, site prep, utilities, etc.).

- Ignoring growth and inflation for simplicity:

📌 **\$6 million** becomes available for redevelopment activities **without tapping the City's general fund**. Any increase in property values or millage rates during the 20 years would make the increment—and therefore the TAD fund—even larger.

**Estimate Total
Available TAD Funds
Over 20 Years**



Benefits to Developers

Access to financing for site preparation, infrastructure, or other costs.

Reduces upfront development expenses.

Encourages investment in areas that might otherwise be financially unfeasible.

Partnership with local government improves project credibility and support.



Key Takeaways



TADs leverage future tax revenues generated by development—not existing general fund revenues.

Local governments benefit from economic growth and expanded tax base without immediate budget impact.

Developers benefit from cost recovery, making transformative projects possible.

TADs are a win-win tool for revitalizing communities.





AGENDA ITEM MEMORANDUM

MEETING OF: November 12, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Second Read - Consideration and Approval of An Ordinance Setting the FY 2026 Regular Meeting Schedule - City Clerk Susan Hiott

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. Copy of Copy of 2026 #2 - Council Meetings Schedule-MF.docx (1)
2. Ordinance Setting the FY 2026 Regular Meeting Schedule Rev. 11.7.25 (1)

CITY OF MABLETON – MAYOR AND COUNCIL REGULARLY

SCHEDULED MEETINGS – 2026

The Mableton Mayor and Council’s regularly scheduled meetings, during the calendar year of 2026, are to be held at the **EpiCenter135 Riverside Pkwy, Austell, GA 30168** at 6:30 p.m. The second work session of the month starts at 5:15 p.m. prior to the regular meeting. The regular meetings are held on the 2nd and 4th Wednesday of the month. The Monday Work Sessions start at 6:30 p.m. and will be held at **1245 Veterans Memorial Highway, Hawthorne Plaza, Suite 20, Mableton**. *Additional special called meetings may be called and posted in accordance with Mableton City Charter and Georgia Open Meetings Law. Cancellations or changes in meeting location or time will be posted. Meeting locations change if a holiday.*

Date/2026	Type Meeting	Starting Time		Date/2026	Type Meeting	Starting Time
January 6*	Tuesday Regular Meeting Per Charter	6:30 P.M.		July 6 - 8	NO MEETINGS July 4th on Sat.	SUMMER BREAK Offices closed on Friday
January 28*	Wednesday Work Session	5:15 P.M.		July 22*EC	Wednesday Work Session	5:15 P.M.
January 28*	Wednesday Regular Meeting	6:30 P.M.		July 22*EC	Wednesday Regular Meeting	6:30 P.M.
January - GMA Cities United Summit	Jan. 23-26, 2026	Omni Hotel Centennial Park - Atlanta		August 10**VMH	Monday Work Session	6:30 P.M.
February 9**VMH	Monday Work Session	6:30 P.M.		August 12*EC	Wednesday Regular Meeting	6:30 P.M.
February 11*EC	Wednesday Regular Meeting	6:30 P.M.		August 26*EC	Wednesday Work Session	5:15 P.M.
February 20 - 22	Spring Planning Conference	TBD		August 26*EC	Wednesday Regular Meeting	6:30 P.M.
February 25*EC	Wednesday Work Session	5:15 P.M.		September 9 - Wed. *EC	Wednesday Work Session Labor Day was on Monday	5:15 P.M.
February 25*EC	Wednesday Regular Meeting	6:30 P.M.		September 9*EC	Wednesday Regular Meeting	6:30 P.M.
March 9**VMH	Monday Work Session	6:30 P.M.		September 23*EC	Wednesday Work Session	5:15 P.M.
March 11*EC	Wednesday Regular Meeting	6:30 P.M.		September 23*EC	Wednesday Regular Meeting	6:30 P.M.
March 25*EC	Wednesday Work Session	5:15 P.M.		October 14 - Wed. *EC	Wednesday Work Sess.* Indigenous People Day on Monday	5:15 P.m.
March 25*EC	Wednesday Regular Meeting	6:30 P.M.		October 14*EC	Wednesday Regular Meeting	6:30 P.M.
April 6**VMH	Monday Work Session	6:30 P.M.		October	Fall Planning Conference	TBD
April 8*EC	Wednesday Regular Meeting	6:30 P.M.		October 28*EC	Wednesday Work Session	5:15 P.M.
April 22*EC	Wednesday Work Session	5:15 P.M.		October 28*EC	Wednesday Regular Meeting	6:30 P.M.
April 22*EC	Wednesday Regular Meeting	6:30 P.M.		November 9 - *Mon.EC	Monday Work Session - Epi Center	5:15 P.M.
May 11**VMH	Monday Work Session	6:30 P.M.		November 9 - Mon*.EC	Monday Reg. Mtg. Wed. is Veterans Day - Epi Ctr.	6:30 P.M.
May 13 *EC	Wednesday Regular Meeting	6:30 P.M.		November 25 - Wednesday	NO MEETING	5:15 P.M. CANCELLED
May 27*EC	Wednesday Work Session	5:15 P.M.		November 25 - Wednesday	HAPPY THANKSGIVING November 26th	6:30 - NO MEETING CANCELLED
May 27*EC	Wednesday Regular Meeting	6:30 P.M.		December 7**VMH	Monday Work Session	6:30 P.M.
June 8**VMH	Monday Work Session	6:30 P.M.		December 9*EC	Wednesday Regular Meeting	6:30 P.M.
June 10*EC	Wednesday Regular Meeting	6:30 P.M.		December 21-23	NO MEETINGS	MERRY CHRISTMAS
Public Hearings	Budget Adoption	TBD				
June 24*EC	Wednesday Work S	5:15 P.M.		* Epi Center- EC	*Meet at Epi Center	EC
June 24*EC	Wednesday Regular	6:30 P.M.		** 1245 Vet. Mem. Highway -Suite 20	** Meet at Administrative Offices - VMH Suite 20	VMH
June 26-30, 2026	GMA Conference	Savannah, GA				

**AN ORDINANCE ADOPTING THE YEAR 2026 REGULAR MEETING SCHEDULE
AND OTHER PURPOSES.**

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

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

WHEREAS, Sec. 2.19 of the City Charter provides that “[t]he city council shall hold regular meetings at such times and places as shall be prescribed by ordinance”;

WHEREAS, the City Council desires through this Ordinance to adopt a regular meeting schedule for year 2026; and

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

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

Section 1. The City Council hereby adopts the 2026 Regular City Council Meeting Schedule, **as attached** hereto. Any scheduling and/or location changes that becomes necessary with respect to this schedule shall be publicly noticed as required by law.

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

- (a) All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.
- (b) All sections, paragraphs, sentences and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- (c) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- (d) In the event any portion of this Ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this

Ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the Ordinance.

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

Section 4. The effective date of this Ordinance shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law. In the event that any effective date and/or tax commencement date herein is invalid and/or determined to be invalid, said effective date and/or tax commencement date shall instead be the earliest date allowed by law.

SO ORDAINED this _____ day of November, 2025.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney



AGENDA ITEM MEMORANDUM

MEETING OF: November 12, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Second Read - Consideration and Approval of An Ordinance Updating Chapter 14, Animal Control, of the City of Mableton Code of Ordinances and for Other Lawful Purposes - City Attorney Emilia Walker-Ashby

BACKGROUND/SUMMARY: Cobb County attorneys have asked for some changes to our Animal Ordinance to reflect their Animal Ordinance. Attorney Walker-Ashby will be submitting the revised Animal Ordinance.

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. Updated Animal Services Ordinance Rev. 11.17.25 (1)

STATE OF GEORGIA
COBB COUNTY
CITY OF MABLETON

ORD

AN ORDINANCE ~~CREATING~~ UPDATING CHAPTER 14, ANIMAL CONTROL, OF
THE CITY OF MABLETON CODE OF ORDINANCES AND FOR OTHER LAWFUL
PURPOSES

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

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

WHEREAS, Sec. 1.13(1) of the City Charter authorizes the City “[t]o regulate and license or to prohibit the keeping or running at-large of animals and fowl, and to provide for the impoundment of same if in violation of any ordinance or lawful order; to provide for the disposition by sale, gift, or humane destruction of animals and fowl when not redeemed as provided by ordinance; and to provide punishment for violation of ordinances”;

WHEREAS, the City Council desires through this Ordinance to exercise its powers and authority under the City Charter and other applicable laws to promotion the health and general welfare of the City; and

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

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

Section 1: Chapter 14, Animal Control, of the The City Code of Ordinances is hereby deleted in its entirety, and replaced with a new Chapter 14, Animal Control, amended to create Chapter 14, Animal Control, to read as follows:

CHAPTER 14 – ANIMAL CONTROL

ARTICLE 1 – IN GENERAL

Sec. 14.1.1 – ~~Definitions~~ Jurisdiction, enforcement and applicability.

~~The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Abandonment (of an animal)* means the act of any person who:~~

(1) — ~~Abandons an animal by leaving an animal unattended for a period of time in excess of 24 hours without food, water, adequate ventilation or shelter on public or private property, including but not limited to the property of the owner/custodian;~~

(2) — ~~Puts out, leaves, abandons, or in any other way discards any animal on public or private property, including but not limited to the property of the owner/custodian, and including but not limited to leaving an animal contained in a box, bag, fence, house or other structure or tethered;~~
~~or~~

(3) — ~~Places an animal in the custody of a state licensed entity, such as but not limited to a veterinary clinic, grooming facility, boarding facility, or pet sitter for treatment, boarding, or other care, and fails to reclaim the animal by the agreed upon time.~~

Abused animal means any animal that has been harmed by an act, an omission or neglect, including but not limited to any animal that has been:

(1) — ~~Deprived of adequate food, water, shelter, ventilation, care, space, or veterinary care.~~

(2) — ~~Physically harmed, tortured, mutilated, beaten, or illegally killed.~~

(3) — ~~Trained/used for fighting other animals.~~

(4) — ~~Used as bait to train/lure other animals to fight/kill.~~

Adequate means sufficient; commensurate; equally efficient; equal to what is required; suitable to the case or occasion; satisfactory.

Animal shall not include fish or any pests that might normally be exterminated or removed from a business, a residence or other structure.

Animal bite means any physical contact of the teeth, nails, or claws of an animal with human flesh, including but not limited to a scrape, puncture, pierce, scratch or tear, so long as bleeding results.

Animal care facility means any licensed animal control/services shelter that is either maintained by or under contract with any state, county, or municipality whose mission and practice is the rescue and placement of animals in permanent homes or animal rescue organizations.

Animal mill means an individual or entity that keeps and/or breeds animals in conditions where animals are frequently caged for extended periods of time, do not receive adequate care, and/or are not kept in an environment conducive to the health and well-being of the animals.

Animal Services Board means the Animal Services Board of Cobb County, Georgia.

Animal services officer means an individual authorized by the City, City Manager or applicable law to carry out the duties imposed by this chapter.

Attacking or biting animal means:

(1) — ~~Any animal which poses a physical threat to human beings or other animals by virtue of an attack that caused property damage and/or physical injury.~~

(2) — ~~An animal shall not be an "attacking or biting animal" within the meaning of this chapter if:~~

a. — ~~It inflicts an injury upon a person when the animal is being used by a law enforcement officer to carry out the law enforcement officer's official duties.~~

b. — ~~The injury inflicted by the animal was sustained by a person who, at the time, was committing a willful trespass or other tort; was tormenting, abusing or assaulting the animal; had in the past been reported to have tormented, abused or assaulted the animal; or was committing or attempting to commit a crime.~~

~~Bedding (adequate) means sufficient quantity of dry, non-contaminated, safe bedding, which is appropriate to the animal's age, size, species, and breed requirements.~~

~~Board of health means the Cobb County Board of Health, or its authorized representatives, which shall include officers or employees of CCAS.~~

~~Care (adequate/humane) means attention to the needs of an animal, including but not limited to, the provision of adequate water, food, shelter, bedding, sanitary conditions, ventilation, heating/cooling (temperature control), space, exercise and veterinary medical attention necessary to maintain the health of the animal with regard to the specific age, size, species, and breed of animal.~~

~~CCAS means, collectively, the animal services agents and employees who, under the direction of the Cobb County Animal Services Director or City, operate as a unit of the Cobb County Department of Public Safety, its successor department(s), or other entity selected by the City, whether by Contract or otherwise, to carry out the duties of animal services for the City pursuant to this chapter and federal/state laws.~~

~~CCAS shelter means the facility operated by CCAS for the purpose of providing shelter and care for dogs, cats, or other animals taken into custody under the provisions of this chapter.~~

~~Classified dog means any dog that has been classified either as a dangerous dog or vicious dog pursuant to the Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq.~~

~~Confinement means restriction of an animal to a home, basement, garage, building, pen, or other escape-proof enclosure. Confinement by a rope, chain, tether, fenced yard or other area accessible by other animals or persons, other than the caretaker, is not considered confinement.~~

~~Costs means the costs associated with the confiscation of classified dogs or vicious animals that are determined by the Board of Commissioners and shall be paid by the owner to CCAS.~~

~~Dangerous dog means any dog that:~~

~~(1) — Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;~~

~~(2) — Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or~~

~~(3) — While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.~~

~~(4) — No dog shall be classified as a dangerous dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties, or if the person injured by such dog was a person who, at the time, was~~

~~committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under Chapter 5 of Title 16 of the Official Code of Georgia.~~

~~*Dead animal* means a deceased animal including the carcass or parts of a carcass.~~

~~*Director* means the Cobb County Animal Services Director and/or other designee of the City Manager.~~

~~*Dispose of* means:~~

~~(1) — The sale of any live animal at public or private sale, the giving or adopting of a live animal to an individual/entity, or the transference of ownership of a live animal to CCAS or any licensed humane society, licensed rescue group or licensed veterinarian.~~

~~(2) — Appropriate burial or cremation of a dead animal as directed in this chapter.~~

~~*Dog control officer* is the Director of CCAS and is charged with the responsibility for the administration and enforcement of the Responsible Dog Ownership Law, set forth in O.C.G.A. § 4-8-20, *et seq.* The Director has the authority to use CCAS staff to assist in the implementation of his or her duties under the Responsible Dog Ownership Law.~~

~~*Domestic animal* means any animal other than wildlife, wild animals, or exotic animals as defined by this chapter that is domesticated by humans so as to live and breed in a tame condition.~~

~~*Effluent* means an outflow or discharge of waste.~~

~~*Euthanasia* means the legal act of putting animals to death using humane methods approved by the Georgia Department of Agriculture.~~

~~*Exercise (adequate)* means bodily exertion suitable to the age, size, species and breed of animal to maintain normal good health, muscle tone, non-aggressive temperament, and normal behavior.~~

~~*Exotic animal* means any animal that is not indigenous to the State of Georgia.~~

~~*Fence* means a structure of wire, wood, stone or other materials, including invisible fencing, which is of sufficient height and strength to act as a barrier against the passage of the animal it is intended to enclose.~~

~~(1) — A fence does not include an "invisible fence" if the fence is:~~

- ~~a. — Turned off or the animal is not wearing a properly operating signaling device;~~
- ~~b. — Ineffective for any animal that has learned it can cross the fence line;~~
- ~~c. — Intended to be a means of keeping people or animals out of an enclosed area; or~~
- ~~d. — Buried in or adjacent to the county right-of-way.~~

~~(2) — An invisible fence is not an acceptable means of control for a vicious animal, a classified dog, or an animal that is in estrus/heat.~~

~~*Feral cat* means a cat that has no owner and was either born in the wild and lacks socialization or was returned to the wild and became untrusting of humans. A feral cat is typically untamed and evasive.~~

~~*Fighting animal/game animal* means any animal that has aggressive parentage, or an animal bred and/or trained to:~~

- (1) — Exhibit aggressive qualities;
- (2) — Have no instinct to withdraw from a fight or to display signs of submission;
- (3) — Fight to the point of complete exhaustion or death with minimal provocation;
- (4) — Suppress the animal's instinct for self-preservation;
- (5) — Inflict maximum damage to the animal's opponents;
- (6) — Offer little or no indication that an attack is imminent; or
- (7) — Be ready/willing for combat and unyielding in combat.

Food (adequate) means sufficient quantity of non-contaminated and nutritionally adequate food, fed according to age, size, species and breed requirements, or as directed by a veterinarian, which is sufficient to prevent starvation, malnutrition or risk to the animal's health. Garbage or spoiled/rancid food is not considered adequate food.

Foster home means a temporary home that cares for animals until they can be placed in a permanent home or returned to CCAS or its designee for adoption/disposal. Foster homes must be affiliated with and controlled by licensed rescue groups and/or licensed animal shelters.

Garbage means all refuse matter/effluent. Garbage includes, but is not limited to animal or vegetable refuse, by-product of a restaurant, kitchen, or meat/poultry processing establishment, spoiled/rancid food and refuse accumulation of animal, fruit, or vegetable matter, liquid or otherwise (that is normally discarded).

Grid means a manufactured type of wood, plastic, or wire flooring specifically designed to be used in an area where an animal is housed.

Hoarder means a person or entity that:

- (1) — Collects animals and fails to provide them with humane/adequate care;
- (2) — Collects dead animals that are not properly disposed of as required by this chapter; or
- (3) — Collects, houses, or harbors animals in filthy, unsanitary conditions that constitute a health hazard to the animals being kept, and/or to the animals or residents of adjacent property.

Human exposure to rabies means any bite, scratch, or other situation in which saliva or central nervous system (CNS) tissue of a potentially rabid animal enters an open wound, fresh wound, or comes in contact with a mucous membrane by entering the eye, mouth, or nose. Touching or handling a potentially rabid animal with the possible exception of a bat or touching or handling another animal or inanimate object that has had contact with a rabid animal does not constitute an exposure unless wet saliva or CNS tissue entered a fresh, open wound or had contact with a mucous membrane. Likewise, contact with the urine, feces, or blood of a potentially rabid animal does not constitute an exposure since the pathogenesis of rabies is such that the virus follows nerve pathways and has only limited circulation in the blood.

Impoundment means the taking into custody of an animal by CCAS.

Licensed means having a valid Georgia state license issued under the authority of the State of Georgia.

Lure means an animal used to bait/teach/encourage another animal to chase, fight or kill other animals.

~~*Manager* means a manager of CCAS and/or his or her designee.~~

~~*Neglect* means absence of adequate care that is unintentional.~~

~~*Neglect (willful)* means the intentional withholding of adequate food, water and humane care required by an animal to prevent starvation, dehydration, death, or other harmful/debilitating conditions.~~

~~*Nuisance animal* means any animal that:~~

- ~~(1) — Damages, soils, defiles, eliminates or defecates on private property other than its owner's property or on public property;~~
- ~~(2) — Causes unsanitary or offensive conditions or otherwise endangers public health, welfare or safety;~~
- ~~(3) — Causes a disturbance by barking, howling or other noisemaking for a period of more than 15 minutes;~~
- ~~(4) — Chases vehicles, bicycles, or people;~~
- ~~(5) — Is in estrus and not confined in a manner which can keep it away from intact males of the same species; or~~
- ~~(6) — Causes serious annoyance to a neighboring residence and interferes with the reasonable use and enjoyment of that property.~~

~~*Owner* means any person or any legal entity, including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping or having custody or control of any animal subject to this chapter. This definition is intended to embrace any person who is a custodian.~~

~~*Police department* means the Cobb County Police Department or City Police Department.~~

~~*Primary enclosure* means any structure or device used to restrict an animal to a limited amount of space, such as a fence, building, room, pen, run, cage, stall, paddock, or pasture, that provides adequate space and shelter.~~

~~*Proper enclosure* means an enclosure for keeping a dangerous dog, vicious dog or vicious animal securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of another animal or any person other than the owner or caretaker.~~

~~The enclosure must:~~

- ~~(1) — Be designed to prevent the animal from escaping, and:
 - ~~a. — If the enclosure is a fence, the fence must be high enough to keep the animal from climbing over and must be secured at the bottom to keep the animal from digging under.~~
 - ~~b. — If the enclosure is a pen or structure other than a fence, the pen or structure must have secure sides, top and bottom constructed or secured in such a manner to prevent the animal's escape, and be of a height and strength to maintain the animal within it.~~~~
- ~~(2) — Provide adequate shelter.~~
- ~~(3) — Provide adequate space for the animal.~~

~~*Provoked attack* means an attack resulting when a domestic animal is placed in a situation such that an expected reaction would be to bite or attack.~~

~~*Relinquished* means written transfer of ownership of an animal by the owner to CCAS.~~

~~*Rescue animal* means a dog, cat, or other animal temporarily maintained by a licensed rescue group until the animal can be placed in a permanent home.~~

~~*Rescue group (licensed)* means any individual or entity that houses and cares for rescue animals until permanent homes can be located and that maintains all required federal, state and local licenses/registrations.~~

~~*Restraint of animal* means complete and immediate control of an animal by a physical device while under the direct supervision of a competent person.~~

~~*Running at large* means any domestic animal not under the control and restraint of the owner or the owner's designee.~~

~~*Sale of animals* means the transfer of ownership of an animal through verbal or written agreement to a new owner in exchange for money, goods, services, or fees.~~

~~*Sanitary conditions* means animal living space free from health hazards, irritants, or conditions that may endanger or pose a significant risk to an animal's health. In the case of farm animals, nothing in this section shall be construed as imposing sanitation requirements or standards more stringent than normally accepted animal husbandry and humane practices as defined by this chapter and Georgia state law as regulated by the Georgia Department of Agriculture.~~

~~*Serious injury* means any physical injury caused by a dog that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.~~

~~*Shelter (adequate)* means protective cover for a domestic animal appropriate for the species and providing adequate space to maintain the animal in good health, which also prevents pain, suffering or a significant risk to the animal's health.~~

~~(1) — Adequate shelter includes but is not limited to the following:~~

~~a. — Sufficient coverage and insulation to protect an animal from extreme hot and cold temperatures;~~

~~b. — Sufficient protection from the elements to keep the animal dry;~~

~~c. — Sufficient shade and ventilation to prevent an animal from overheating and/or dehydrating; and~~

~~d. — Adequate bedding or resting area suitable for the breed, species, age, size, and medical condition of the animal.~~

~~(2) — Adequate shelter is structurally sound housing which provides an animal with:~~

~~a. — Adequate space;~~

~~b. — Four solid walls or an "igloo" type of structure;~~

~~c. — A roof;~~

d. — A dry floor that is either:

1. — Solid, or

2. — Grids, provided the animal can easily stand, walk, lay and sit on the grids without its feet or body parts being caught, damaged, or injured. The grids and area under the grids must be designed so that they can be cleaned and sanitized.

e. — An entrance; and

f. — Adequate space for the number of animals on the property.

(3) — Materials not suitable for shelters include but are not limited to:

a. — Inadequately insulated containers;

b. — Crates with exposed sharp edges;

c. — Metal or plastic drums;

d. — Abandoned or parked vehicles;

e. — Porches or decks;

f. — Lean-tos;

g. — Any other structure that fails to provide sufficient protection from the elements; and

h. — Any other structure that is not safe or suitable for housing the species.

Space (adequate) means:

(1) — Sufficient safe space for adequate exercise suitable to the age, size, species and breed of animal;

(2) — Sufficient space during periods of confinement, suitable to the age, size, species and breed of animal to permit the animal to turn about freely, stand, sit, or lie, move, etc. in a comfortable and normal position; or

(3) — For sick or injured animals, confinement as directed by a veterinarian.

Strict confinement/isolation for animals bitten by rabid animal means confinement for the period of time recommended by the State of Georgia and kept inside a home, basement, garage, or suitable building, and isolated from other animals and people other than the caretaker while the animal is being observed for symptoms of rabies. An animal within a fenced yard, on a chain, or otherwise in an area accessible in any way to other animals or persons other than the caretaker is not in a strictly confined area.

Temperature control (adequate) means maintaining temperatures recommended for animals by the Department of Agriculture guidelines for shelters and farm animals.

Tether means any chain, rope, leash, tie-out or wire designed to restrain an animal which is attached to an animal's collar or halter and is also attached to a stationary object. Acceptable temporary tethers include appropriate size chain, leash, rope or other tethering device that is of adequate length to satisfy the space and exercise requirements for the animal. In any event, any tether must be a minimum of ten feet in length. Tethering devices, as referred to in this chapter, are the type commonly used for the size animal involved and are attached to the animal by means of a properly fitted collar or harness.

~~*Training group (licensed)* means an appropriately licensed organization or individual that trains animals to assist physically handicapped persons, to assist search and rescue operations, and/or to work with government agencies or law enforcement agencies.~~

~~*Unprovoked attack or without provocation* means an attack that is not provoked as defined by this chapter.~~

~~*Unsanitary conditions* means animal living space including shelter and exercise area, contaminated by health hazards, irritants, items or conditions that endanger or pose a risk to an animal's health, including but not limited to:~~

- ~~(1) — Excessive animal waste;~~
- ~~(2) — Garbage, trash or effluent;~~
- ~~(3) — Standing water or mud;~~
- ~~(4) — Rancid/contaminated food or water;~~
- ~~(5) — Fumes, foul or noxious odors, contaminated air, hazardous chemicals or poisons;~~
- ~~(6) — Decaying materials;~~
- ~~(7) — Uncontrolled parasite or rodent infestation; and~~
- ~~(8) — Areas that contain nails, screws, broken glass, broken boards, pits, poisons, sharp implements or other items that could cause injury, illness or death to an animal.~~

~~*Ventilation (adequate)* means fresh air sufficient to provide for the health of an animal.~~

~~*Veterinarian* means a doctor of veterinary medicine licensed to diagnose and treat diseases and injuries in animals.~~

~~*Veterinary care (adequate)* means medical care of an animal from or under the direction of a licensed veterinarian and necessary to maintain the health of an animal based on the age, species, breed, etc., of the animal, or to prevent an animal from suffering from:~~

- ~~(1) — Ongoing infections;~~
- ~~(2) — Infestation of parasites;~~
- ~~(3) — Disease; or~~
- ~~(4) — Any other medical condition/injury where withholding or neglecting to provide such care would:~~
 - ~~a. — Endanger the health or welfare of the animal; or~~
 - ~~b. — Promote the spread of communicable diseases.~~

~~*Veterinary clinic (licensed)* means a business facility where veterinary medicine is practiced.~~

~~*Vicious animal* means:~~

- ~~(1) — Any animal, other than a dog, which:~~
 - ~~a. — Constitutes a physical threat to human beings or other animals by virtue of an attack of such severity or intensity as to cause severe property or physical damage; or~~
 - ~~b. — Makes an unprovoked attack on animals or on human beings; or~~

e. ~~Intentionally attacks physical property in an effort to cause harm to a human or other animal.~~

(2) ~~An animal shall not be a vicious animal within the meaning of this chapter if:~~

a. ~~It inflicts an injury upon a person when the animal is being used by a law enforcement officer carrying out official duties; or~~

b. ~~The injury inflicted by the animal was sustained by a person who was committing a willful trespass or other tort, was tormenting, abusing or assaulting the animal, had in the past been reported to have tormented, abused or assaulted the animal, or was committing or attempting to commit a crime.~~

Vicious dog means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack. No dog shall be classified as a vicious dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties, or if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under Chapter 5 of Title 16 of the Official Code of Georgia.

Water (adequate) means clean, fresh water sufficient to prevent dehydration, properly sustain health, and prevent significant risk to the animal's health. For the purposes of this chapter, snow, ice or rancid/ contaminated water are not considered adequate water.

Wild animal/wildlife means any animal which is indigenous to this state, but not included in the definition of a domestic animal, and including any hybrid animal that is part wild animal.

Sec. 14.1.2 – Penalty for violation of chapter.

~~Any person who violates any provision of this chapter shall be punished as allowed by law.~~

Sec. 14.1.3 – Interpretation of chapter.

(a) ~~Nothing in this chapter shall be interpreted or applied so as to create any power or duty in conflict with the preemptive effect of any federal or state law.~~

(b) ~~Nothing in this chapter shall be interpreted or applied so as to create any liability on the part of county, or any employee, board or official which enforces or fails to enforce any of the provisions provided in this chapter or any provisions in the Responsible Dog Ownership Law.~~

Sec. 14.1.4 – Incorporation of state law; construction.

(a) ~~*Incorporation.* The state law known as the Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq., is adopted and incorporated in this chapter by reference and made part of this chapter. Any portions of this chapter that are expressly inconsistent with the terms and provisions of the Responsible Dog Ownership Law are repealed.~~

(b) ~~*Construction.* This chapter shall be construed to effectuate its purposes and policies and to supplement existing state or federal laws as may relate to animals.~~

Sec. 14.1.5 – Jurisdiction and interlocal agreement.

~~The jurisdiction for enforcement of this chapter shall be in the city; however, the county may contract or enter into agreements with other municipalities to enforce this chapter for joint animal services or for the provision of animal services and for the separate or joint use of personnel,~~

~~facilities and equipment for such services. Such agreements or contracts shall be subject to any state law, which may govern. The City of Mableton hereby adopts the Animal Control Ordinance of Cobb County, being Chapter 10 of the Official Code of Cobb County, Georgia, as amended, as an ordinance of the City of Mableton as if set forth herein in its entirety. Such ordinance shall be applicable and enforceable within the city limits of the City of Mableton. The governing authority of the City shall contract through an intergovernmental agreement with Cobb County, Georgia, for animal control within the City. This shall include enforcement of the Animal Control Ordinance of Cobb County within the City, and the Dangerous Dog Control Law as set forth in O.C.G.A. §§ 4-8-20 through 4-8-30. Any person who violates any provision of this chapter shall be punished as allowed by law. A violation requiring a citation shall be cited in accordance with Cobb County's adopted numbering structure. Such citations shall be adjudicated in Cobb County Magistrate Court as allowed in state law. The City waives the requirements of O.C.G.A. 15-10-153.~~

~~Sec. 14.1.6 – Interference with animal services officer.~~

~~It shall be unlawful to interfere with any animal services officer by taking or attempting to take any animal from any vehicle used to transport such animal, or by taking or attempting to take any animal from the animal services impounding areas, or by any other method which would block or hinder any officer referred to in this section from performing his or her duties.~~

~~Sec. 14.1.7 – Disposal of dead animal.~~

~~(a) – Abandonment of dead animals; requirements as to disposal generally.~~

- ~~(1) – It shall be unlawful for any person who owns or is caring for an animal which has died or has been killed to abandon the animal, its parts, or blood. Under no conditions may dead animals be abandoned at any location, including but not limited to, in wells or open pits of any kind on private or public land.~~
- ~~(2) – No person shall dispose of an animal, its parts or blood, by burial on the land of another without the permission of the owner of the land.~~
- ~~(3) – Arrangements for proper burial must be made with a county official in order to dispose of a dead animal in a county landfill.~~

~~(b) – Removal and disposition of dead animals within rights-of-way and on public property. Any other provision of this section to the contrary notwithstanding, it shall be the duty of CCAS and the Cobb County Department of Transportation to remove and dispose of the carcasses of all dead animals found within the rights-of-way of all county roads maintained either totally or in part from county funds.~~

~~(c) – Methods of disposal of dead animals. Methods which can be used for disposal of dead animals are burial and incineration in a county approved incinerator. Disposal of animal carcasses by either of the approved methods must be completed within 12 hours after the death or discovery of the carcass unless the carcass is properly refrigerated or frozen.~~

- ~~(1) – If incineration is chosen, the entire carcass must be reduced to ashes in the incineration process only in a county approved incinerator.~~
- ~~(2) – Carcasses which are buried must be buried at least three feet below the ground level, but no more than eight feet, and have not less than three feet of earth over the carcass.~~

~~(3) Mutilation of dead domestic animals is prohibited.~~

~~Sec. 14.1.8 – Treatment of diseased or injured animals.~~

~~When, in the opinion of the CCAS manager, an animal in the custody of CCAS is:~~

- ~~(1) Diseased or injured and in need of immediate treatment so as to lessen the animal's suffering or to prevent the spread of communicable disease, the CCAS manager or designee shall immediately obtain the services of or place the animal with a licensed veterinarian for the purpose of administering necessary treatment.~~
- ~~(2) Suffering needlessly due to a life-threatening disease or injury, and a licensed veterinarian recommends euthanasia as the most humane course of action, and the CCAS manager or designee agrees that the best interest of the animal would be served by euthanizing the animal, then the animal shall be humanely euthanized regardless of whether or not the normally required impoundment period has expired.~~

~~Sec. 14.1.9 – Animals creating nuisances.~~

~~The owner of any animal shall be in violation of this chapter if the animal exhibits any behavior or engages in any activity defined as a "nuisance animal" under this chapter.~~

~~Sec. 14.1.10 – Requirements for possessing classified dogs; registration; insurance; inspection.~~

- ~~(a) It shall be unlawful for an owner to have or possess within this state a classified dog without a certificate of registration issued in accordance with the provisions of this Code section. Certificates of registration shall be nontransferable and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile.~~
- ~~(b) Unless otherwise specified by this section, a certificate of registration for a dangerous dog shall be issued if the dog control officer determines that the following requirements have been met:
 - ~~(1) The owner has maintained an enclosure designed to securely confine the dangerous dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the dangerous dog from leaving such property; and~~
 - ~~(2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides.~~~~
- ~~(c) Except as provided in subsections (e) and (f) of this section, a certificate of registration for a vicious dog shall be issued if a dog control officer determines that the following requirements have been met:
 - ~~(1) The owner has maintained an enclosure designed to securely confine the vicious dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property;~~
 - ~~(2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;~~
 - ~~(3) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog; and~~~~

- ~~(4) The owner maintains and can provide proof of general or specific liability insurance in the amount of at least \$50,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.~~
- ~~(d) No certificate of registration shall be issued to any person who has been convicted of two or more violations of the Responsible Dog Ownership Law.~~
- ~~(e) No person shall be the owner of more than one vicious dog.~~
- ~~(f) No certificate of registration for a vicious dog shall be issued to any person who has been convicted of:~~
 - ~~(1) A serious violent felony as defined in Section 17-10-6.1 of the Official Code of Georgia;~~
 - ~~(2) The felony of dogfighting as provided for in Section 16-12-37 of the Official Code of Georgia or the felony of aggravated cruelty to animals as provided for in Section 16-12-4 of the Official Code of Georgia; or~~
 - ~~(3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in Sections 16-13-31 and 16-13-31.1 of the Official Code of Georgia from the time of conviction until two years after completion of his or her sentence, nor to any person residing with such person.~~
- ~~(g) Certificates of registration shall be renewed on an annual basis. At the time of renewal of a certificate of registration for a vicious dog, a dog control officer shall verify that the owner is continuing to comply with provisions of this chapter. Failure to renew a certificate of registration within ten days of the renewal date or initial classification date shall constitute a violation of this chapter.~~
- ~~(h) Fees. An annual fee to register classified dogs as set by the Board of Commissioners shall be paid by the owner to CCAS.~~
- ~~(i) Right to inspect. CCAS shall have the right to inspect, randomly and without notice, a dangerous dog or vicious dog, which is required to be confined pursuant to this section, in its environment. Permission of the owner or person in custody of the animal confined shall not be unreasonably withheld.~~
- ~~(j) The owner of a classified dog shall notify the dog control officer within 24 hours if the dog is on the loose or has attacked a human and shall notify the dog control officer within 24 hours if the dog has died or has been euthanized.~~
- ~~(k) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.~~
- ~~(l) The owner of a classified dog who moves from one jurisdiction to another within the State of Georgia shall register the classified dog in the new jurisdiction within ten days of becoming a resident and notify the dog control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into this state shall register the dog as required in Section 4-8-27 of the Official Code of Georgia within 30 days of becoming a resident.~~

Sec. 14.1.11—Control of animal.

~~(a) General control.~~

- ~~(1) It shall be unlawful for the owner of any animal to permit such animal to be out of his immediate control and restraint, or to be left unattended off the premises of the owner, or to be upon the property of another person without the permission of the owner or person in possession of such other property. For the purposes of this chapter, condominium and apartment common property shall not be considered to be the premises of the animal owner. Voice control does not constitute control of an animal.~~
- ~~(2) Restraint of dogs and/or animals shall be maintained as follows:~~
 - ~~a. When upon the premises of the owner, all animals shall be kept indoors or in a primary enclosure as defined by this chapter in such a manner as to contain the animal within the bounds of the owner's premises, or on a leash in the hands of a person that possesses the ability to restrain the animal.~~
 - ~~b. When off the premises of the owner, all animals shall at a minimum be maintained on an appropriate chain, leash or tie not exceeding six feet in length, and in the hands of a person who possesses the ability to restrain the animal.~~
 - ~~c. It shall be unlawful for any owner of a dog to chain, tie, fasten or otherwise tether the dog to a stationary object or pulley run as a means of confinement, except that the dog may be temporarily confined by a tether while attended by its owner, notwithstanding subsections (2)a. and (2)b. of this section.~~
- ~~(3) The requirements of subsection (2) of this section shall not apply in the areas zoned for agricultural purposes where the owner of the dog is using the dog for hunting or working purposes and has the dog in his possession or control. If the dog is being used for hunting purposes the owner shall have on his person a valid hunting license. Dogs, while hunting, or show dogs while being shown, are not required to wear a collar or dog tag; but the owner shall have the dog tag in his possession where it may be shown upon demand of a representative of CCAS.~~
- ~~(4) No person shall tie, stake or fasten any animal within any street, alley, sidewalk, right-of-way, or other public place within the city or in such manner that the animal has access to any portion of any street, alley, sidewalk or other public place.~~
- ~~(5) Every female dog and cat in heat shall be confined in a building or other enclosure in such a manner that such female dog or cat cannot come into contact with an intact male of the same species except for planned breeding.~~
- ~~(6) Every animal shall be restrained and controlled so as to prevent it from causing property damage, harassing pedestrians or bicyclists, molesting passersby, chasing vehicles, or attacking persons or other animals.~~
- ~~(7) Exception: Sec. 14.1.11(a)(2)b. shall not apply to the areas contained within the Sweat Mountain Dog Park or within any other county or city dog park designated as such by the applicable governing authority, provided that all other rules, regulations and ordinances connected to the use of that area are followed. All owners must possess the ability to restrain their dog(s) and must be present in the off-leash area of said park with any dog(s) they brought into the park, to adequately control or restrain them if needed, so as to prevent injury to other people or dogs in the off-leash area.~~

~~(b) Control of attacking, biting, or vicious animal.~~

- ~~(1) The above provisions concerning general control and contained in subsection (a) of this section are applicable to attacking, biting, or vicious animals.~~
- ~~(2) When upon the premises of the owner, attacking, biting, or vicious animals shall be kept indoors or in a proper enclosure as defined by this chapter. Permanent or temporary tethering as a means of enclosure is not permissible.~~

~~(c) Control of classified dogs.~~

- ~~(1) It shall be unlawful for an owner of a dangerous dog to permit the dog to be off the owner's property unless:
 - ~~a. The dog is restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary;~~
 - ~~b. The dog is contained in a closed and locked cage or crate; or~~
 - ~~c. The dog is working or training as a hunting dog, herding dog, or predator control dog.~~~~
- ~~(2) It shall be unlawful for an owner of a vicious dog to permit the dog to be:
 - ~~a. Outside an enclosure designed to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property unless:
 - ~~1. The dog is muzzled and restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or~~
 - ~~2. The dog is contained in a closed and locked cage or crate; or~~~~
 - ~~b. Unattended with minors.~~~~

~~Sec. 14.1.12 – Attacking or biting animals.~~

~~The owner of any animal that exhibits the characteristics or behavior as set forth in the definition of "attacking or biting animal" set forth in this chapter shall be in violation of this chapter.~~

~~Sec. 14.1.13 – Vicious animals; possession of vicious animals.~~

- ~~(a) The owner of any animal shall be in violation of this chapter if the animal engages in any activity or exhibits any behavior falling within the definition of a "vicious animal" under this chapter.~~
- ~~(b) Upon being adjudicated guilty of or entering a guilty plea or nolo contendere plea to a charge made under this provision, the owner of the vicious animal, if allowed to maintain the animal will have to adhere to the following requirements for possessing a vicious animal:
 - ~~(1) The owner must possess a proper enclosure to confine the vicious animal; and~~
 - ~~(2) The owner must post the premises with a vicious animal warning sign.~~~~

- ~~(c) Right to inspect. CCAS shall have the right to inspect, randomly and without notice, a vicious animal which is required to be confined pursuant to this section in its environment. Permission of the owner or person in custody of the animal confined shall not be unreasonably withheld.~~
- ~~(d) Any person who releases a vicious animal either willfully through failure to exercise due care or control or who takes such animal out of such proper enclosure in such a manner which is likely to cause injury to another person or damage to the property of another person shall be in violation of this chapter.~~

~~Sec. 14.1.14 – Attacking and biting animals; classified dogs; report of; confiscation.~~

~~(a) Notice to the county.~~

- ~~(1) Any person having information an animal has bitten or attacked a person shall immediately report such information to CCAS.~~
- ~~(2) Notwithstanding the provisions of subsection (a)(1) of this section, the owner of a vicious animal shall notify CCAS immediately, but in any case within 24 hours, if the animal is loose, unconfined, has attacked a human, has died or has been sold or donated. If the animal has been sold or donated, the designation travels with the animal, and the original owner shall provide CCAS with the name, address and telephone number of the new owner of the animal, and the former owner shall inform the new owner of the designation.~~

~~(b) Confiscation of biting animals. Upon receiving notice that an animal has bitten or attacked a person, an authorized person from CCAS shall investigate the incident. Any animal determined to have bitten a person shall be immediately strictly confined and isolated for observation at CCAS or, at the owner's option, the owner may immediately take the biting animal to a licensed veterinarian. In the event the licensed veterinarian is closed or unable to take the animal at that time, the animal will be immediately transported to the CCAS shelter and held until the animal can be transported to a veterinary clinic. Regardless of the quarantine or confinement location, the owner shall be responsible for all expenses incurred. The biting animal shall be segregated and isolated for at least ten days from the date of the bite.~~

- ~~(1) Nothing shall prohibit CCAS from allowing an animal to remain in strict confinement on the premises of the owner subject to daily inspections by CCAS so long as the health, safety, and welfare of any person or animal is not threatened. Those animals may include but are not limited to the following:~~

- ~~a. A female animal that is nursing offspring and that is current on her rabies vaccination.~~
- ~~b. A vaccinated animal if the animal has a medical condition, verified by a written statement from a licensed veterinarian, and confinement at CCAS or a veterinary clinic would be detrimental to the health and welfare of the animal.~~
- ~~c. An animal that is current on its vaccination and has bitten its owner, caretaker, or member of its family.~~

- ~~(2) No animal that is in strict confinement for biting shall be vaccinated for rabies until the end of the quarantine period.~~

- ~~(3) No animal that is in strict confinement shall be sterilized or undergo any other surgical procedure during the quarantine period unless the surgery is necessary for a life-threatening medical condition or injury.~~
- ~~(c) *Confiscation of classified dogs.* A dangerous dog or vicious dog shall be immediately confiscated by any dog control officer or by a law enforcement officer in the case of any violation of the Responsible Dog Ownership Law. A refusal to surrender a dog subject to confiscation shall be a violation of this chapter.~~
- ~~(d) *Return of confiscated classified dogs or vicious animals.*~~
- ~~(1) Any vicious animal that has been confiscated under the provisions of subsection (b) of this section shall be returned to its owner upon the owner's compliance with the provisions of this chapter and upon payment of reasonable confiscation costs provided in this chapter. If the owner has not complied with the provisions of this section within 20 days of the date the vicious animal was confiscated, the vicious animal shall be destroyed in an expeditious and humane manner. The payment of reasonable confiscation costs and the return of a vicious animal shall not bar or affect an action against the owner for violation of this chapter.~~
- ~~(2) The owner of any classified dog that has been confiscated pursuant to subsection (c) of this section may recover such dog upon payment of all reasonable confiscation and housing costs and proof of compliance with section 10-10, unless such confiscation is deemed to be in error by the dog control officer or the Animal Services Board. All fines and all charges for services performed by a law enforcement or dog control officer shall be paid prior to owner recovery of the dog. Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.~~
- ~~a. In the event the owner of any classified dog has not complied with the provisions of this chapter within 14 days of the date the dog was confiscated, such dog shall be released to an animal shelter, as such term is defined in section 4-14-2 of the Official Code of Georgia, or euthanized in an expeditious and humane manner and the owner may be required to pay the costs of housing and euthanasia.~~

~~Sec. 14.1.15 – Prohibited animals.~~

~~It shall be unlawful to purchase, sell, own, possess, harbor or breed skunks, foxes, prairie dogs, raccoons, coyotes, wolves, hybrid wolves, any hybrid animal that is part wild animal, exotic cats or any other wildlife unless licensed by the respective federal or state department of agriculture to possess such animal.~~

~~Sec. 14.1.16 – Ferrets.~~

~~European ferrets, *mustela putorius furo*, may be sold, purchased, exhibited, or held as pets, provided that the ferret owner can provide valid documentation that the ferret was sexually spayed or neutered prior to seven months of age and is vaccinated against rabies by a licensed veterinarian with a properly administered vaccine approved for use on ferrets by the United States Department of Agriculture.~~

~~ARTICLE II. ADMINISTRATION AND ENFORCEMENT~~

DIVISION 1. GENERALLY

Sec. 14.2.1.1—CCAS responsibility and staff.

- (a) ~~CCAS shall have primary responsibility for animal control and welfare in the city.~~
- (b) ~~*Powers and duties of Director.* The Director shall be primarily responsible, with support from the Director of the Department of Public Safety and the assistance of his or her staff, for the enforcement of this chapter; and his or her duties shall include but not limited to the following:~~
 - (1) ~~Responsible for the operation of the CCAS shelter and the performance of such duties and the keeping of such records.~~
 - (2) ~~Cooperation with the Cobb County Board of Health in the enforcement of rabies control regulations and of animal control directives.~~
 - (3) ~~Cooperation with animal welfare organizations.~~
 - (4) ~~Taking up and impounding animals which are in violation of this chapter, using any and all means available that are humane in nature.~~
 - (5) ~~Housing animals at the CCAS shelter, or at any facility designated by CCAS to function or serve as an auxiliary shelter.~~
 - (6) ~~Keeping a record of the number, description and disposition of all animals impounded or otherwise taken into custody, showing in detail in the case of each animal the following:~~
 - a. ~~A general description by sex, breed and approximate age, together with any identification tag, vaccination tag or other marking, if any;~~
 - b. ~~The date of receipt;~~
 - c. ~~The date and manner of disposal;~~
 - d. ~~The name and address of the person reclaiming or adopting;~~
 - e. ~~The fees and charges;~~
 - f. ~~The proceeds of sales received;~~
 - g. ~~The condition of the animal when received;~~
 - h. ~~Any treatment administered to the animal, including any drugs, medication or appliances;~~
 - i. ~~The condition of the animal when reclaimed, redeemed, adopted or purchased; and~~
- (d) ~~*Identification.* Animal services officers shall wear uniforms and badges containing individual names while engaged in the execution of their duties. The Director and managers shall possess badges for use in the execution of their duties, but shall not necessarily wear uniforms.~~
- (e) ~~*Dog control officer.* A dog control officer shall carry out all duties provided for by the Responsible Dog Ownership Law for the county or any other local government pursuant to contract or agreement; and his or her duties shall include, but not be limited to the following:~~

- ~~(1) Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog within a dog control officer's jurisdiction, the dog control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or a vicious dog.~~
- ~~(2) When a dog control officer determines that a dog is subject to classification as a dangerous dog or a vicious dog, the dog control officer shall mail a dated notice to the dog's owner within 72 hours. Such notice shall include a summary of the dog control officer's determination and shall state that the owner has a right to request a hearing from the Animal Services Board on the dog control officer's determination within seven days after the date shown on the notice. The notice shall provide a form for requesting the hearing and shall state that if a hearing is not requested within the allotted time, the dog control officer's determination shall become effective for all purposes under the Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq. If an owner cannot be located within ten days of a dog control officer's determination that a dog is subject to classification as a dangerous dog or vicious dog, such dog may be released to an animal shelter or humanely euthanized, as determined by the dog control officer.~~
- ~~(3) If a hearing is requested, the Animal Services Board shall mail written notice to the dog owner of its determination on the matter. If such determination is that the dog is a dangerous dog or a vicious dog, the notice of classification shall specify the date upon which that classification shall become effective. If the determination is that the dog is to be euthanized, the notice shall specify the date by which the euthanasia shall occur.~~
- ~~(4) The Animal Services Board's final decision is subject to judicial review by the Cobb County Probate Court in accordance with O.C.G.A. § 15-9-30.9.~~

~~Sec. 14.2.1.2 – Fees.~~

- ~~(a) The fees with respect to all services performed in connection with enforcement of this chapter shall be set by the Board of Commissioners from time to time. A copy of such fee schedule shall be posted at the headquarters of CCAS and may be changed at any time and from time to time as determined by the Board of Commissioners.~~
- ~~(b) The fees established and collected under this chapter and pursuant to the Responsible Dog Ownership Law are not penalties but are imposed for the sole purpose of defraying expenses borne by the county for animal control and welfare under this chapter and are subject to change at any time.~~
- ~~(c) CCAS may waive any part of the normally required fees at the Director's discretion.~~

~~DIVISION 2. ANIMAL IMPOUNDMENT, REDEMPTION AND ADOPTION~~

~~Sec. 14.2.2.1 – Impoundment of animals found running at large; notice to owner.~~

- ~~(a) Subject to the Responsible Dog Ownership Law and the provisions of this chapter relating to rabies control and the rules and regulations of the Board of Health and this chapter, any animal found running at large or otherwise engaged in any activity or existing in a condition prohibited by this chapter or by the Responsible Dog Ownership Law shall be taken and impounded at the CCAS shelter.~~

- ~~(b) Any person may take into custody any animal running at large in violation of this chapter and place with CCAS.~~
- ~~(c) Any person who takes into custody an animal running at large in violation of this chapter shall deliver such animal to the CCAS shelter without fee or charge. However, a person may house the animal for five business days while attempting to locate and/or contact the owner. Once in the custody of the CCAS shelter, the shelter shall hold and dispose of such animal in the same manner as though such animal had been running at large and impounded by officers of CCAS.~~
- ~~(d) Upon receipt for impoundment of any domesticated animal found to have any means of identification, the CCAS shall immediately make diligent efforts to ascertain the identity of the animal's owner. If identified, CCAS shall, within 24 hours of receipt, telephone the owner to give notice of the impoundment. If CCAS is unable to contact the owner by telephone, it shall send notice of impoundment to the owner by certified mail.~~
- ~~(e) Diseased, injured, or pregnant animals, and animals in need of immediate veterinary care so as to lessen the suffering, prevent the spread of a communicable disease to other animals, and/or to save the animal's life, shall be treated by or under the direction of a licensed veterinarian. If an animal is suffering from any life-threatening disease or injury where life cannot be maintained and a slow death would be inhumane, and the licensed veterinarian and the CCAS Director agree that the best interest of the animal would be served by euthanizing the animal, then the animal shall be humanely euthanized regardless of whether or not the normally required impoundment period has expired.~~
- ~~(f) Any licensed veterinarian who is caring for an animal during the period of impoundment shall immediately notify a CCAS manager if the animal dies.~~

~~Sec. 14.2.2.2 – Taking; selling; impounding of owned animals.~~

- ~~(a) Any person who takes, steals, or deliberately lures a cat, dog or other domestic animal off the property of the owner without permission of the owner, or who deliberately releases such animal from the property of the owner, without the permission of the owner, shall be in violation of this chapter.~~
 - ~~(1) A law enforcement officer or the CCAS manager or his or her designee who takes an animal as directed in this chapter while performing his or her duties as defined by this chapter shall not be in violation of this section.~~
 - ~~(2) An animal that has been injured, that is in danger, or whose health or safety has been compromised may be removed by CCAS without being in violation of this chapter.~~
 - ~~(3) Any CCAS officer who finds an animal in need of immediate medical care or treatment due to a life-threatening illness or injury or finds an animal in danger, may remove the animal from public or private property if the removal is for the purpose of seeking immediate medical care for the animal, or is in the immediate best interest of the animal. If the animal is removed from a private residence, notice shall be left at the owner's residence advising the owner of the impoundment and reason for impoundment.~~
- ~~(b) It shall be a violation of this chapter for any person who, knowing the identity of an animal's owner, without permission of said owner does any of the following:~~

- ~~(1) Relinquishes the animal to CCAS without notifying CCAS of the animal owner's name and address;~~
- ~~(2) Relinquishes the animal to CCAS and falsely represents him or herself as the owner of the animal;~~
- ~~(3) Sells the animal; or~~
- ~~(4) Gives the animal away.~~

~~Sec. 14.2.2.3 – Entrapment of animals; methods, duration, access to food and water, etc.~~

~~(a) Trapping of animals is permitted only if all of the following are complied with:~~

- ~~(1) The trap shall be a humane trap that is safe and non-debilitating;~~
- ~~(2) The trap must be placed in such a manner to prevent injury to children;~~
- ~~(3) Traps set to operate must be checked at least every eight hours;~~
- ~~(4) Traps must not be set for more than eight hours prior to the earliest possible transport to the animal shelter; and~~
- ~~(5) Traps can only be placed on public or private property with permission of the owner or lessor of the property.~~

~~(b) Trapped animals:~~

- ~~(1) Shall be given food and water as needed to prevent malnutrition and dehydration;~~
- ~~(2) May not be treated in a cruel or abusive manner;~~
- ~~(3) That are domestic animals and are seriously ill or severely injured shall be taken to a licensed veterinarian or the animal shelter for evaluation, care and disposition;~~
- ~~(4) That are domestic animals that appear to be uninjured and reasonably healthy shall be taken to animal shelter or returned to the owner if known; and~~
- ~~(5) That are wild animals or wildlife shall be taken to the animal shelter.~~

~~Sec. 14.2.2.4 – Period of impoundment or confinement.~~

- ~~(a) All periods specified in this section shall be deemed to commence at 12:01 a.m. of the day following the day of impoundment or confinement.~~
- ~~(b) Other than those dogs confiscated under sections Sec. 14.1.14(c), Sec. 14.3.2, or Sec. 14.4.8, all impounded animals shall be kept at the animal shelter for a period of not less than five working days unless redeemed within such period.~~
- ~~(c) Wildlife or wild animals as defined by this chapter which have been captured by or come to be in the custody of CCAS shall not be deemed impounded and need not be retained for any minimum length of time. Wildlife and wild animals received by CCAS will be disposed of in accordance with federal and state guidelines.~~
- ~~(d) Any animal which is voluntarily surrendered to CCAS shall be deemed permanently relinquished to CCAS and may be immediately adopted, destroyed or otherwise disposed of as though it had been impounded.~~

~~Sec. 14.2.2.5 – Redemption; abandonment.~~

- ~~(a) The owner of any impounded animal may regain possession of the animal upon payment of all applicable fees specified in section Sec. 14.2.1.2 and compliance with the terms of this chapter. Such redemption shall not affect any criminal liability of the owner, which may exist with respect to any violation of this chapter and shall not preclude proceedings against the owner for the purpose of pursuing sanctions under this chapter. The following exceptions apply:
 - ~~(1) Any animal impounded as a result of cruelty, abuse, neglect, or any other reason defined by this chapter as inhumane treatment may be retained by CCAS until such time as the case is disposed of in a court competent to hear such matters.~~
 - ~~(2) Any impounded animal adopted from CCAS that was not spayed or neutered per the adoption agreement may immediately be reclaimed by CCAS, and the owner may not be permitted to reclaim said animal.~~~~
- ~~(b) Any impounded animal not redeemed within the period specified in sections Sec. 14.1.14(d) or Sec. 14.4.8, whichever is applicable, shall be considered abandoned to CCAS, in which event all rights of ownership shall vest in CCAS; and the owner shall have no further claim to such animal.~~

~~Sec. 14.2.2.6 – Adoption.~~

- ~~(a) CCAS shall endeavor to locate adopters for adoptable animals. No adoption shall become final until the termination of the impoundment period or confinement period provided for in this chapter. No person under 18 years of age may adopt an animal and all adopters must provide proper identification prior to the adoption.~~
- ~~(b) As a condition precedent to adoption, all fees pursuant to this chapter shall be paid by the adopter.~~
- ~~(c) The CCAS Director shall have the right to refuse adoption to any person or entity who, for any reason, in the discretion of the Director or his or her designee, may be deemed unsuitable as an adopter.~~
- ~~(d) No transfer of any animal held at the animal shelter shall be valid without the written approval of CCAS.~~
- ~~(e) All animals adopted from the animal shelter shall be neutered or spayed. Upon completion of neutering or spaying, within the period specified by CCAS, the veterinarian performing such operation shall submit to CCAS signed certification of such operation. The adopter shall be responsible for providing proof that the animal has been sterilized within seven days of the surgery or will ensure that the licensed veterinarian responsible for the spay/neuter surgery submits signed verification to CCAS that the sterilization process has been accomplished.~~
- ~~(f) No person residing in the same household, nor any corporation, institute or other entity, may adopt more than three animals within any 12-month period; however, nothing shall prohibit CCAS discretion to donate more than three animals in a 12-month period, if the donation is in the best interest or welfare of the animal or it is in the best interest of public safety.~~
- ~~(g) Notwithstanding any other provisions of this chapter, CCAS shall have the right to keep any animal which could otherwise be adopted or sold.~~

~~Sec. 14.2.2.7 – Sale of animals.~~

~~CCAS shall have the exclusive right to dispose of all animals that have been relinquished to CCAS, impounded or confiscated and not redeemed within the period specified by CCAS, including but not limited to domestic animals, farm animals, livestock, exotic animals, birds and reptiles, in any manner deemed appropriate and in the best interest of the animal and in accordance with this chapter.~~

~~Sec. 14.2.2.8 – Destruction of animals.~~

- ~~(a) Subject to those dogs falling within subsections (b) and (c) of this section, any impounded animal within one of the following categories may be destroyed at the discretion of CCAS, in as humane a manner as possible:~~
- ~~(1) Any animal not redeemed within the periods specified in this chapter or which by reason of age, disease, temperament or injury, is not considered adoptable or otherwise placeable, or when limitations on available kennel space at CCAS exist.~~
 - ~~(2) Any animal, which is suffering excessively, without regard to whether the period of confinement designated in this chapter has expired.~~
 - ~~(3) Any animal, which presents a danger or exhibits a propensity for aggressive behavior towards any person or other animal, without regard to whether the period of confinement designated in this chapter has expired.~~
- ~~(b) A superior court judge may order the euthanasia of a classified dog if the court finds, after notice and opportunity for hearing as provided by O.C.G.A. § 4-8-23, that the classified dog has seriously injured a human or presents a danger to humans not suitable for control pursuant to this chapter and:~~
- ~~(1) The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog; or~~
 - ~~(2) Any local governmental authority has filed with the court a civil action requesting the euthanasia of the dog.~~
- ~~(c) A dog that is found, after notice and opportunity for hearing as provided by the Responsible Dog Ownership Law, to have caused a serious injury to a human on more than one occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012, shall count for purposes of this section.~~

~~Sec. 14.2.2.9 – Neutering and spaying.~~

- ~~(a) No impounded animal shall be neutered or spayed (sterilized) without the owner's consent until the period of redemption has expired, except any animal that in the opinion of a licensed veterinarian must be sterilized in order to save its life may be sterilized by a licensed veterinarian prior to the expiration of the redemption period.~~
- ~~(b) CCAS shall accomplish the sterilization of any animal whose period of impoundment has expired or that has been voluntarily surrendered to the county by:~~
- ~~(1) Requiring adopters to sign a binding agreement to have the adopted animal sterilized within a period specified by CCAS as follows:~~
 - ~~a. Within 30 days from the date of adoption for animals over the age of six months.~~
 - ~~b. Within the first six months of age for sexually immature animals.~~

- ~~(2) By CCAS sterilizing the animal prior to adoption.~~
- ~~(3) If the animal cannot be sterilized as required due to disease, medical condition, or for other reasons as specified by a veterinarian, then signed verification from a licensed veterinarian shall be delivered to CCAS by the adopter and the animal shall be sterilized upon recovery or as soon as recommended by the veterinarian.~~
- ~~(c) The adopter of any animal required to be sterilized pursuant this chapter shall be responsible for providing CCAS proof that the animal has been sterilized within seven days of the surgery. The adopter will not be relieved of this responsibility until the veterinarian performing the sterilization certifies to CCAS that the sterilization has been accomplished, or unless the veterinarian certifies to CCAS in writing that the animal has died.~~
- ~~(d) Any adopted animal not sterilized within the time specified may be reclaimed by CCAS.~~

~~ARTICLE III. RABIES CONTROL~~

~~Sec. 14.3.1 – Rabies inoculation, tag requirement for dogs, cats and ferrets.~~

- ~~(a) Insofar as the control of rabies is concerned, this chapter shall be construed and enforced consistently with any rules and regulations promulgated by the Board of Health. CCAS and the public safety director and his or her designees are authorized and directed to enforce any such rabies control rules and regulations which may be promulgated by the Board of Health.~~
- ~~(b) All dogs, cats and ferrets shall be vaccinated by four months of age and revaccinated as recommended by the current Compendium of Animal Rabies or a licensed veterinarian according to the type of vaccine and the duration of its effectiveness.~~
- ~~(c) Animals that may not be vaccinated for health reasons at the direction of a licensed veterinarian and those under the suggested age shall wear a collar with identification tags when off the property of the owner.~~
- ~~(d) Ferrets are not required to wear a collar and tag, however the owner, caretaker or veterinarian shall provide proof of vaccination upon demand of CCAS.~~
- ~~(e) It shall be unlawful for any person to keep or harbor or allow to be kept or harbored any dog or cat over four months of age without a collar, which shall have attached thereto a valid vaccination tag.~~
 - ~~(1) Dogs, while legally hunting or working on agricultural property with permission of the owner, are not required to wear a collar with identification tags when off the property of the owner.~~
 - ~~(2) Show animals are not required to wear a collar or rabies tag while being shown as required by this chapter provided that the owner/handler shall have the rabies tag in his or her possession where it may be shown upon demand of a representative of CCAS.~~
 - ~~(3) Animals that are housed at licensed kennels, shelters, or veterinary clinics are exempt from wearing collars and rabies tags provided the animal has been properly vaccinated and the veterinarian/caretaker has the rabies tag or proof of vaccination in his or her possession where it may be shown upon demand of a representative of CCAS.~~

- (4) ~~Cats and dogs over four months of age that are on the owner's property are not required to wear their rabies tag provided the animal has been properly vaccinated and the veterinarian/caretaker has the rabies tag or proof of vaccination in his or her possession where it may be shown upon demand of a representative of CCAS.~~
- (f) ~~Any dog or cat entering the county for the purpose of a temporary stay not exceeding 14 days shall be exempt from the rabies tag provision of this section, but shall be subject to all other provisions of this chapter.~~

~~Sec. 14.3.2 – Animals bitten by rabid animals/suspected rabid animals.~~

- (a) ~~Dogs, cats and ferrets current on their rabies vaccinations that are bitten by a suspected or proven rabid animal shall be revaccinated immediately, confined and observed for the recommended time set by the State of Georgia. Confinement is the responsibility of the owner and subject to unannounced inspections by CCAS to ensure compliance.~~
- (b) ~~Unvaccinated dogs, cats and ferrets that are bitten by a suspected or proven rabid animal should be humanely euthanized immediately. If the owner is unwilling to euthanize the animal, the exposed animal must be placed in strict confinement/isolation for the period of time set by the State of Georgia and vaccinated one month prior to being released from isolation. Confining the animal in strict isolation is the responsibility of the animal owner and subject to unannounced inspections by CCAS.~~
- (c) ~~Cattle and livestock that are current on their rabies vaccinations bitten by a suspected or proven rabid animal shall be revaccinated immediately, confined, and observed for the period of time set by the State of Georgia. Confining the animal in strict isolation is the responsibility of the animal owner and subject to unannounced inspections by CCAS.~~
- (d) ~~Unvaccinated cattle or livestock bitten by a suspected or proven rabid animal should be destroyed (slaughtered) immediately. Under special circumstances and with the approval of CCAS and the Board of Health, the owner may opt to keep the exposed animal under very strict confinement/isolation and close observation for the period of time set by the State of Georgia.~~
- (e) ~~Any animal bitten by a suspected or proven rabid animal that is not destroyed and manifests any of the symptoms of rabies should be immediately examined by a licensed veterinarian. If the licensed veterinarian determines the animal is displaying symptoms of rabies and the symptoms cannot be attributed to any other illness or injury, the animal shall be humanely euthanized and CCAS shall be notified.~~
- (f) ~~All animals will be managed in accordance with the guidelines established in the most current edition of the Georgia Rabies Control Manual.~~

~~ARTICLE IV. CRUELTY AND RELATED OFFENSES~~

~~Sec. 14.4.1 – Cruelty to animals.~~

- (a) ~~Any person who abuses an animal, or aids another person in abusing an animal, or causes or permits an animal to abuse another animal, by acting or failing to act, shall be in violation of this chapter. Cruelty to an animal includes but is not limited to:~~
- (1) ~~Willful neglect as defined by this chapter;~~
- (2) ~~Failure to provide reasonable remedy or relief for any injured or diseased animal;~~

- ~~(3) Overloading, overdriving;~~
- ~~(4) Beating, torturing, tormenting or mutilating;~~
- ~~(5) Abandonment;~~
- ~~(6) Killing any animal or causing the same to be done;~~
- ~~(7) Failure to maintain adequate care;~~
- ~~(8) Failure to provide adequate food;~~
- ~~(9) Failure to provide adequate water;~~
- ~~(10) Failure to provide adequate shelter;~~
- ~~(11) Failure to provide adequate bedding;~~
- ~~(12) Failure to provide adequate primary enclosure;~~
- ~~(13) Failure to provide adequate exercise;~~
- ~~(14) Failure to provide adequate space;~~
- ~~(15) Failure to maintain sanitary conditions;~~
- ~~(16) Failure to provide adequate ventilation;~~
- ~~(17) Failure to provide adequate temperature control;~~
- ~~(18) Hoarding or collecting animals as defined by this chapter;~~
- ~~(19) Owning, managing, obtaining, confining or caring for any number of animals in an animal mill as defined by this chapter; or~~
- ~~(20) Otherwise treating any animal in a cruel or inhumane manner;~~
- ~~(b) Exceptions:~~
 - ~~(1) Licensed veterinarians who perform surgery or euthanasia and CCAS personnel who euthanize animals under the direction of the CCAS Director per the guidelines of the Georgia Veterinary Medical Association, Georgia Department of Agriculture and this chapter are not in violation of this chapter.~~
 - ~~(2) A person shall not be guilty of cruelty when the person is protecting his or her life, the life of another person or animal that is being attacked by an animal that is attempting to severely harm or kill him or her, provided that the person being attacked is not committing a crime or is not aggravating or inciting the animal to attack, and has not aggravated, injured, abused, or assaulted the animal in the past.~~

Sec. 14.4.2 – Aggravated cruelty to animals.

- ~~(a) Any person shall be in violation of this chapter and shall be guilty of aggravated cruelty who knowingly and maliciously causes or aids another person or animal in causing or attempting to cause the death, physical harm or serious disfigurement of an animal by, but not limited to, any of the following:~~
 - ~~(1) Rendering a part of such animal's body useless;~~

- ~~(2) Drowning, severely starving, severely dehydrating, strangling, suffocating, burying alive, or burning;~~
- ~~(3) Attempting to kill, abuse, maim, disfigure, dismember, mutilate or torture any animal; or~~
- ~~(4) Administering poison to any animal or exposing any animal to any poisonous or toxic/deadly substance.~~
- ~~(b) Exception: Licensed veterinarians who perform surgery or euthanasia and CCAS personnel who euthanize animals under the direction of the CCAS manager per the guidelines of the Georgia Veterinary Medical Association, Georgia Department of Agriculture and this chapter are not in violation of this chapter.~~
- ~~(c) Exception: A person shall not be guilty of aggravated cruelty when the person is protecting his or her life, or the life of another person or animal that is being attacked by an animal that is attempting to severely harm or kill him or her, provided that the person or animal being attacked is not committing a crime or is not aggravating or inciting the animal to attack, and has not aggravated, injured, abused or assaulted the animal in the past.~~

~~Sec. 14.4.3 – Abandonment of a domestic animal.~~

- ~~(a) Any person who engages in any behavior or activity defined as "abandonment (of an animal)" under this chapter, shall be in violation of this chapter.~~
- ~~(b) Exception: An animal that is deserted when premises are temporarily vacated for the protection of human life during a disaster or emergency hospitalization shall not be regarded as abandoned under this section where the owner or custodian lacked sufficient time or resources to make reasonable arrangements for the adequate care and custody of the animal.~~
- ~~(c) Exception: An animal relinquished through a written agreement with CCAS, the Humane Society of Cobb County, other licensed rescue group, licensed veterinarians, individual, or other entity shall not be deemed abandoned but shall be considered relinquished to the entity.~~
- ~~(d) Exception: An animal left unattended when its sole owner dies shall not be deemed abandoned, and shall be impounded by CCAS until CCAS can locate a family member to take custody of the animal. If a family member cannot be located, then the animal will be held in compliance with section 10-67 of this chapter.~~

~~Sec. 14.4.4 – Fighting of animals.~~

- ~~(a) No animal shall be used for fighting.~~
- ~~(b) No animal shall be used to train other animals to fight.~~
- ~~(c) No animal shall be used as bait to encourage aggressive or fighting behavior in other animals.~~
- ~~(d) No person shall own, possess, keep, harbor, train, lend, borrow, or handle any dog, cat, bird/fowl, or other domestic, feral or wild animal with the intent that such animal shall be engaged in any animal fight/fight training, exhibition of animal fighting or being used as bait for fighting/aggressive animals.~~
- ~~(e) No person shall train, assist, umpire/referee or in any way participate in the training of any animal to be used for animal fighting or used as bait or for animal fighting, or torment, badger or bait any animal for the purpose of fighting or blood sport training or any other such activity,~~

~~the primary purpose of which is the training/conditioning of animals for aggressive or vicious behavior or animal fights or exhibitions of fighting animals.~~

- ~~(f) No person shall charge admission to, participate in, or be present as a spectator, handler, timekeeper, referee, guard, etc. at any animal fight/battle.~~
- ~~(g) No person shall profit from any activity connected with any animal fight or exhibition of animals fighting or training, or competitions or matches of fighting animals.~~
- ~~(h) Any animal found to be used in violation of subsections (a), (b), (c), (d) or (e) of this section will be immediately confiscated by CCAS.~~

Sec. 14.4.5—Animal fighting/training arenas/areas.

~~No person shall, for the purpose of any exhibition/ occurrence of animal fighting, training for animal fighting, or training of animals to display aggressive behaviors:~~

- ~~(1) Build, make, maintain, or keep a pit or other animal fighting arena or area, whether permanent or portable, on premises owned or occupied by him;~~
- ~~(2) Allow a pit or other animal fighting arena or area whether permanent or portable, to be built, made, maintained, or kept on his premises; or~~
- ~~(3) Build, make, maintain, or keep a pit or other animal fighting arena or area, whether permanent or portable, on public or private property.~~

Sec. 14.4.6—Training equipment.

~~No person shall:~~

- ~~(1) Possess, use, sell, give, trade, or loan apparatus, paraphernalia, pit supplies, implements, programs, drugs or equipment used to train or condition animals to be aggressive, aggressive animals, game animals, or animals used to train other animals to be aggressive.~~
- ~~(2) Use any animal as bait or as a lure in training dogs for racing or other competitions.~~

Sec. 14.4.7—Animals in motor vehicles.

~~Any person shall be in violation of this chapter who:~~

- ~~(1) Transports an animal in a pickup or other open vehicle unless the animal is either:
 - ~~a. Fully enclosed within the vehicle.~~
 - ~~b. Protected by a belt, halter, tether, cage, container or other device that will prevent the animal from falling, jumping or being thrown from the motor vehicle and that will protect the animal from harm.~~~~
- ~~(2) Leaves an animal in a parked vehicle when temperatures inside the vehicle may adversely affect the animal's health and welfare. When the conditions inside a parked vehicle constitute an imminent threat to the animal's health or safety, any animal left in a parked vehicle may be removed from that vehicle by CCAS, any law enforcement agency, or fire agency.~~
- ~~(3) Leaves an animal unrestrained or unattended in any parked open vehicle.~~

- ~~(4) Leaves an animal in any vehicle where it must stand, sit or lie on extremely hot or cold surfaces including but not limited to truck beds.~~

~~Sec. 14.4.8 – Impoundment of animals inhumanely or cruelly treated.~~

~~Any animal that has not received humane care, that has been subjected to cruelty in violation of this article, or that is used or intended for use in any violation of this article, shall be immediately impounded by CCAS.~~

ARTICLE V. MISCELLANEOUS OFFENSES

~~Sec. 14.5.1 – Selling/giving away of animals; use of animals as prizes.~~

~~Selling or giving away animals in front of or on private property or public property, other than the animal owner's property, without the owner's permission, is prohibited. A licensed rescue group, licensed animal shelter, licensed veterinarian, licensed pet dealer, or licensed humane society which has all required governmental licenses, registrations and has obtained permission from the owner of the business or property, may sell or give away animals on private or public property, including but not limited to: retail stores, businesses, flea markets, yard sales and CCAS property.~~

~~Sec. 14.5.2 – Motorist hitting domestic animal to make report.~~

~~Any person who strikes or causes injury to any domestic animal while operating a motor vehicle shall notify the owner of the nature of the injury and the location of the incident. If the owner is unknown, the person striking or injuring the animal shall notify CCAS, the county police department, or any law enforcement agency.~~

~~Sec. 14.5.3 – Exhibition of animals.~~

~~(a) Animal exhibitions will be permitted provided that the exhibitor:~~

- ~~(1) Has all valid licenses and permits that are required by the state, county or city available for inspection on demand;~~
- ~~(2) Abides by all federal, state and local laws, ordinances, rules and guidelines that apply to such exhibits;~~
- ~~(3) Does not exhibit any animal that is ill or injured;~~
- ~~(4) Has a licensed veterinarian either present or on call to attend to any injured/ill animal;~~
- ~~(5) Confines/controls all animals to protect the public and the animals from harm; and~~
- ~~(6) Ensures that all animals are treated in accordance with this chapter.~~

~~(b) Legal exhibitions include but are not limited to petting zoos, circuses, dog shows, individuals or groups displaying/marketing animals for adoption or sale, etc., unless otherwise prohibited in this chapter. Animals that are high-risk carriers of rabies such as foxes, raccoons, and skunks shall not be exhibited in petting zoos or any exhibition where they can come in contact with people.~~

~~(c) Exhibitions of animals for illegal purposes as stated in local ordinances, this chapter, state and federal laws are strictly prohibited.~~

- ~~(d) No person shall in any manner or for any reason encourage, instigate, promote, assist, exhibit, organize, sponsor, host or participate in an exhibition/demonstration of the following types of animals including but not limited to those animals that are:~~
- ~~(1) Used or potentially used for fighting or training for fighting;~~
 - ~~(2) Game animals;~~
 - ~~(3) Bred with the intent to fight; or~~
 - ~~(4) Aggressive animals.~~

~~Sec. 14.5.4 Sanitation.~~

- ~~(a) Animal owners, or persons who care for animals at the person's residence, must keep their property, including but not limited to their yards, porches, balconies, decks, and interior living spaces reasonably free of animal waste including feces and urine and the residue thereof. Animal waste will be removed in a timely manner by placing said material in a closed or sealed container and thereafter disposing of it in the animal owner's trash receptacle, sanitary disposal unit, or other closed or sealed refuse container, so as to provide a sanitary and odor-free condition at all times. The waste removal method described above shall not apply to those persons maintaining animals on tracts of land seven acres or greater.~~
- ~~(b) Persons who permit their animals to defecate on public or private property other than their own property are required to immediately pick up the feces, bag the feces, and properly dispose of the feces. Animal waste shall be removed by placing said matter in a closed or sealed container and thereafter disposing of it in the animal owner's or public trash receptacle, sanitary disposal unit or other closed or sealed refuse container.~~
- ~~(c) Any person found in violation of subsection (a) or (b) of this section shall be in violation of this chapter, subject to the following exceptions:~~
- ~~(1) Persons using guide dogs or assistance dogs are exempt from removing feces;~~
 - ~~(2) Hunting dogs being used in a legal hunt with permission of the property owner; or~~
 - ~~(3) Law enforcement officers working police trained dogs.~~

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

- (a) All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.
- (b) All sections, paragraphs, sentences and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- (c) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- (d) In the event any portion of this Ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this Ordinance

which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the Ordinance.

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

Section 4. The effective date of this Ordinance shall be ~~June 1, 2025~~the date of adoption, unless required otherwise by the City Charter, state and/or federal law. In the event that any effective date herein is determined by a Court of law to be invalid, said effective date shall instead be the earliest date allowed by law.

SO ORDAINED this _____ day of _____, 2025.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

~~—~~Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney



AGENDA MEMO

TO: Honorable Mayor and City Council Members
FROM: Purina Alexander, Purchasing Manager
DATE: November 6, 2025, for Regular City Council Meeting
AGENDA ITEM: Approval for RFQ 25-03: Retail Strategies

DEPARTMENT RECOMMENDATION:

Procurement recommends approval of an agreement with Retail Strategies for Retail Development. RFP 25-03 – Retail Development Services to secure an experienced consultant to guide the City’s retail recruitment, market analysis, and downtown revitalization efforts.

BACKGROUND:

The City of Mableton issued Request for Proposals (RFP 25-03) for Retail Development Services to identify an experienced partner to assist with the City’s retail growth, economic positioning, and corridor activation strategy. The solicitation was advertised publicly on GPR (Georgia Procurement Registry website). The goal was to engage a qualified firm to:

- Assess the City’s retail market potential and competitive positioning.
- Provide data-driven site and corridor analysis.
- Recommend strategies to attract sustainable retail investment.
- Support public–private partnership development and marketing outreach; and coordinate with City staff and regional agencies (Cobb County, ARC, GDOT) on implementation.

CONTRACT SUMMARY

- Contractor: Retail Strategies
- Term: Effective Date – December 31, 2025, with annual renewals permitted through 2026.
- Compensation: Per approved cost proposal and task orders issued by the City.
- Termination: May be terminated for cause, convenience, or lack of appropriations.
- Compliance: Subject to all applicable state and federal procurement and nondiscrimination laws; includes insurance, indemnification, and Georgia security/immigration affidavits.

This award directly advances the City’s Economic Development and Downtown Revitalization Plan by:

- Positioning Mableton for sustainable retail expansion and investment.

- Providing market intelligence to attract national and regional brands.
- Supporting data-based policy and zoning decisions; and
- Strengthening partnerships between City staff, property owners, and the business community.

FUNDING AND FINANCIAL IMPACT:

This is a yearly, as needed contract professional services budgeted item.

PROCUREMENT SUMMARY (if applicable)

REVIEW & APPROVALS:

Financial Review: Karen Ellis, Finance Director

Concurrent Review: William Tanks, City Manager

Bid RFP 25-03: Retail Development

Name of Vendor	Date Stamped	Mail or Electronic
Keller Williams	Received 08/24/2025 @ 3:30pm	Mail
Retail Strategies	Received 08/25/2025 @ 2:00 pm	Mail



retail strategies



retailstrategies.com | (205) 314-0386 | info@retailstrategies.com

2200 Magnolia Ave South, Suite 100, Birmingham, AL



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM I
RFP 25-03 RETAIL DEVELOPMENT SERVICES**

Please note: This Addendum I justifies agreement of corrections for current contract in place.

These adjustments are intended to clarify expectations, support legal compliance, and streamline our contracting procedures for task order issuance.

Upon receipt of documents, please email this page to:

City of Mableton
Purchasing Manager
Email : Pearl.Alexander@mableton.gov

I hereby acknowledge receipt of documents pertaining to the above referenced RFP.

COMPANY NAME: Retail Strategies, LLC

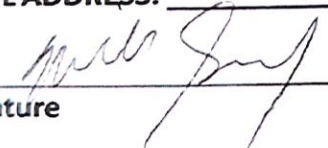
CONTACT PERSON: Mill Graves

ADDRESS: 2200 Magnolia Ave. South, Suite 100

CITY: Birmingham STATE: AL ZIP: 35205

PHONE: 205.313.3676 FAX: _____

EMAIL ADDRESS: Mgraves@retailstrategies.com


Signature

11-3-25
Date



The following updates or clarifications are being applied to the standard agreement:

1. i) Section 5 of the Contract & (ii) Section 12.1 of the General Conditions (Exhibit A) need to be revised to limit our indemnification liability obligations as follows:
 - “Notwithstanding the foregoing or any other provision of this Contract, the City acknowledges that the Service Provider’s total financial obligation for indemnification for all parties under this Contract shall be expressly limited to the total sum of (A) all of the insurance requirements (in Section 12 of the General Conditions), plus (B) all consideration paid by the City to the Service Provider as provided for under the terms of this Contract.”
2. Added Retail Strategies Consultant fees and SOW.

CONSULTING FEE

- A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”) in an amount equal to \$140,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	\$50,000
Year Two	On or before the 1st anniversary of the Execution Date	\$45,000
Year Three	On or before the 2 nd anniversary of the Execution Date	\$45,000

SOW

I. CONSULTANT AGREEMENT

A. Research

1. Update Retail trade area using political boundaries, drive times, and radii and custom boundary geographies as needed.
2. Update GAP analysis for trade area (i.e. leakage and surplus) as needed.
3. Update Retail peer market analysis as needed.
4. Update Tapestry lifestyles – psychographic profile of trade area/market segmentation analysis as needed.
5. Update Aerial imagery by trade area.
6. Continued identification of retail prospects to be targeted for recruitment.
7. Monthly updates provided on retail industry trends.
8. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Real Estate Analysis

1. Continued monitoring of priority commercial properties for development, re-



- development, and highest and best use opportunities.
2. Continued identification of priority business categories for recruitment and/or local expansion.
3. Monitor existing shopping centers and retail corridors.
4. Active outreach to local brokers and landowners.

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to the Client's designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as-needed basis
4. One market visit per calendar year included in the agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule.

II. CONSULTANT AGREEMENT

A. Point of Contact

1. One individual shall be specifically designated by Client and identified to consultant as the primary point of contact ("POC").
2. POC will be responsible for regular communication between Client and Consultant.
3. POC will be responsible for communicating all Consultants updates and activities to Client as necessary.
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision-making community leaders.
5. POC will be competent to aid Consultant in navigation of local political landscape.
6. POC will have access to Basecamp and will post messages and on-going local updates in a timely manner.

B. Information and Material Requested by Consultant:

1. 'Consultant will provide POC with no less than 3 business days' notice before materials and other information are needed.
2. Client/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline.
3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner's personal situation that may affect willingness to sell property.
4. Client/ POC will inform Consultant of plans to attend ICSC conferences proving ample time to assist in planning.

C. Information and Material Requested by Client:

1. POC will provide Consultant with no less than 3 business days' notice before a full update is needed.



Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly.

Please note: This Addendum I justifies agreement of corrections for current contract in place.

These adjustments are intended to clarify expectations, support legal compliance, and streamline our contracting procedures for task order issuance.



CONTRACT **Retail Development Services**

This **CONTRACT** made and entered into by and between the City of Mableton, Georgia (Party of the First Part, herein called the "City"), and **Retail Strategies** (Party of the Second Part, herein called the "Service Provider" or "Contractor").

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

1. TERMS:

The services to be performed under this Contract shall commence on the date hereof. The initial terms of this Contract shall be through December 31, 2025. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2026, and each December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents**:

- I. Proposal Conditions.
- II. Request for Qualifications Proposal Introduction (RFQP 25-03 reference herein).
- III. Request for Qualifications Proposal.
- Exhibit A: Georgia Security and Immigration Compliance Affidavit.
- Exhibit B: Bond Documents: Payment Bond, Performance Bond, and Maintenance Bond.
- Exhibit C: Drug-Free Workplace.
- Exhibit D: Purchasing Policy Addendum.
- Exhibit E: Affidavit Verifying Status for Public Benefit Application.
- Exhibit F: Non-Collusion Affidavit.
- Exhibit G: Retail strategies Consultant fees and SOW.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the "Work").

4. PRICE:

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

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 12 of Exhibit A, --- General Conditions]

The Service Provider agrees to indemnify the City (including elected officials and employees) and hold the City harmless from and against any claims, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable attorney's fees arising out of or related to a breach of the contract by Service Provider or the performance of the contract, whether by Service Provider, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, liability, damage, loss, cost or expense is caused by the gross negligence or willful misconduct of a party indemnified hereunder. The Service Provider's indemnification obligation shall not be limited by a limitation on the amount or type of damage, compensation, or benefits payable by or for the Service Provider or subcontractor under any insurance required by the contract, including workers' compensation acts, disability benefit acts, other employee benefit acts, or any other insurance. The Service Provider shall not settle or compromise any indemnifiable claims hereunder without the City's prior written consent. The City cannot and does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Service Provider or any other person or entity whatsoever, for any purpose whatsoever.

6. TERMINATION FOR CAUSE:

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

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon (30) days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

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

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color,

sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

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

11. WAIVER:

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

12. SEVERABILITY:

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

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

15. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Mableton, as a Welcoming City and City of Ethics, is implementing recommendations from its recent Social Justice, Race, and Equity review to broaden opportunities for small businesses and minority-owned businesses (and, where applicable, women- and veteran-owned businesses) in the procurement of goods and services. Consistent with Georgia law and constitutional requirements, the City encourages participation by all responsible firms, regardless of size or ownership status, and is committed to openness, transparency, and equal access to its procurement processes. All submissions will be evaluated solely against the published criteria, and the City will answer proposer questions in a timely manner through the procedures stated in the solicitation.

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

Signatures,

Mableton, GEORGIA

By: _____

Michael Owens
Mayor for City of Mableton, Georgia

(Designee)

By: _____

Keisha Jeffcoat
Mayor Pro Tem for City of Mableton, Georgia

By: _____

William "Bill" Tanks
City Manager for City of Mableton, Georgia

ATTEST: _____

Susan Hiott
City Clerk for City of Mableton, Georgia

APPROVED AS TO FORM:

Emilia Walker-Ashby,
City Attorney for City of Mableton, Georgia

SERVICE PROVIDER:

Signature _____

Date _____

Print Name _____

Print Title _____

ATTEST:

Date _____

Signature _____

Print Name _____

Print Title _____

End of Contract

Signatures,

Mableton, GEORGIA

By: _____

Michael Owens
Mayor for City of Mableton, Georgia

(Designee)

By: _____

Keisha Jeffcoat
Mayor Pro Tem for City of Mableton, Georgia

By: _____

William "Bill" Tanks
City Manager for City of Mableton, Georgia

ATTEST: _____

Susan Hlott
City Clerk for City of Mableton, Georgia

APPROVED AS TO FORM:

Emilla Walker-Ashby,
City Attorney for City of Mableton, Georgia

SERVICE PROVIDER:

Signature _____

Date 11-5-25

Print Name Robert R. Jelly Jr.

Print Title Principal / CEO

ATTEST:

Signature _____

Date 11/3/2025

Print Name WALTER H. MONROE IV

Print Title Director of Finance

End of Contract

X4

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work will be performed under approved Task Orders. Each Task Order shall provide the specific Scope of Work and Fees.

2. REGULATIONS

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

3. SERVICE PROVIDER'S PERSONNEL

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

GENERAL CONDITIONS

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

- 3.3 The Service Provider shall ensure that all personnel assigned to this Contract can recognize and understand all signs, notices, labels, and instructions applicable to the work site and the services being performed. If any personnel have limited English proficiency, the Service Provider must provide appropriate training and/or translated materials so they can safely and effectively perform their duties. The Service Provider shall also ensure that a competent on-site representative who is fluent in English is present at all times to receive direction and communicate instructions to all personnel.
- 3.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees having tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City, if requested.
- 3.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.
- 3.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 3.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 3.8 While working on city property all Service Provider's employees shall wear neat-appearing attire and footwear of a style that the complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

GENERAL CONDITIONS

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

4. TOOLS AND EQUIPMENT

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

5. PERFORMANCE REQUIREMENTS

- 5.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Service Provider (the "Standard of Care").

The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

GENERAL CONDITIONS

- 5.2 The Service Provider's personnel shall perform work in compliance with all applicable Federal, State and City laws, ordinances, rules and/or regulations.
- 5.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).
- 5.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 5.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

6. CONFIDENTIAL INFORMATION

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

7. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the

GENERAL CONDITIONS

premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

8. SAFETY AND PROTECTION

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

9. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

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

GENERAL CONDITIONS

- 9.7 The Service Provider will agree to comply with the State of Georgia's Financial Policies and Purchasing Policy, to the extent applicable.
- 9.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Mableton for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 9.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

10. COMPLIANCE WITH LAWS AND REGULATIONS

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

11. SERVICE PROVIDER'S LIABILITY

GENERAL CONDITIONS

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 11 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 12 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

12. INDEMNIFICATION AND INSURANCE

- 12.1 The Service Provider shall, indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of the contract.
- 12.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 12.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in performance of the Contract.
- 12.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by

GENERAL CONDITIONS

the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

12.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 112 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

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

12.7 Insurance

12.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

- (1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per

GENERAL CONDITIONS

occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

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

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

12.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured under such policy or policies of commercial general and automobile liability insurance.

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

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

GENERAL CONDITIONS

12.7.4 Health Insurance. Not applicable.

12.7.5 Garage Liability Insurance. Not applicable.

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

12.7.7 Crime Coverage. Not applicable.

12.7.8 Pollution Liability Insurance. Not applicable.

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

13. LIABILITY INSURANCE

13.1 N/A

13.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and

GENERAL CONDITIONS

(b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher that the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

14. CONTRACT ADJUSTMENTS

- 14.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 14.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 14.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

15. SUBCONTRACTORS

- 15.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain

GENERAL CONDITIONS

fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Request for Proposals.

- 15.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 15. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as the apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.
- 15.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

16. DEFAULT AND TERMINATION

- 16.1 In the event that:

16.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or

16.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or

16.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

GENERAL CONDITIONS

- 16.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 16.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 16.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 16.1.7 there is any assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or
- 16.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

GENERAL CONDITIONS

- 16.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.
- 16.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:
- (i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.
 - (ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract

GENERAL CONDITIONS

or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

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

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

17. CITY'S AUTHORIZED REPRESENTATIVE

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

18. ASSIGNMENT

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

GENERAL CONDITIONS

obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

19. NOTICES

- 19.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.
- 19.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Mableton, GA
ATTN: City Manager
1400 Veterans Memorial Parkway SE
Suite 134-200
Mableton, GA 30326

Service Provider: 

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

20. NONDISCRIMINATION

- 20.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

20.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the

GENERAL CONDITIONS

“Regulations”), which are herein incorporated by reference and made a part of this Contract.

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

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

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

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

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

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

20.1.6 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 20.1.1 through 20.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action

GENERAL CONDITIONS

with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

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

21. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Cod. This provision shall survive the expiration or termination of the Contract.

22. GENERAL PROVISIONS

- 22.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii)

GENERAL CONDITIONS

the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Request for Proposal, and (vii) the Bid Form.

- 22.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relation to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 22.3 The Service Provider shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or , at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 22.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and hold the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 22.5 This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection

GENERAL CONDITIONS

therewith shall be brought exclusively in a court of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

- 22.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 22.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 22.8 The delay or failure of the City at any time to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 22.9 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 22.10 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.
- 22.11 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulation, rules and policies of any governmental authority, including the City, relating to security issues.

GENERAL CONDITIONS

- 22.12 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.
- 22.13 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 22.14 The Service Provider is an independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.
- 22.15 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonable acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together

GENERAL CONDITIONS

with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extend required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest

GENERAL CONDITIONS

allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Service Provider has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

- 22.16 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 22.17 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 22.18 In computing any period of time established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 22.19 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 22.20 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.
- 22.21 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or

GENERAL CONDITIONS

the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

- 22.22 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

23. GRATUITIES, REBATES, OR KICKBACKS.

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

End of Proposal Conditions.

REQUEST FOR QUALIFICATIONS/ PROPOSAL INTRODUCTION

INTRODUCTION AND PURPOSE

The City of Mableton is seeking sealed proposals from qualified firms to provide Retail Recruitment Services to support its Economic Development and Downtown Revitalization efforts. The City intends to contract with a firm experienced in retail recruitment, market analysis, and outreach to property owners, developers, and brokers.

The (CITY) will evaluate and select a singular firm to develop and implement a plan for retail, restaurant and downtown/main street to support its Economic Development efforts. The selected Vendor shall be required to sign an agreement which the City determines to be fair, competitive, and reasonable.

The services will be procured in accordance with the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.), and the Georgia Procurement Manual. Selection will be based on qualifications and the proposal most advantageous to the City in terms of value, expertise, and methodology.

Market Research & Analysis

The City is seeking retail services attract and develop a recruitment plan for desired retail/restaurants and its Downtown/MainStreet. The City will work closely with the vendor to enhance business retention, identify the City's strengths and weaknesses and leverage those into a retailer's decision to locate inside the city. The vendor will serve as an extension to the staff.

- Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Conduct retail peer market analysis
- Competition analysis of identified target zones trade area(s)
- Tapestry lifestyles – psychographic profile of trade area/market segmentation analysis
- Customized retail market guide including aerial map with existing national retailer brands and traffic counts
- Retail competitor mapping/analysis
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
- Updates provided on retail industry trends
- Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area.

REQUEST FOR QUALIFICATIONS/ PROPOSAL INTRODUCTION

ON-THE-GROUND OUTREACH

Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities

- Identification of priority business categories for recruitment and/or local expansion
- Perform competitive analysis of existing shopping centers and retail corridors
- Identification of at minimum 30 retail prospects to be targeted for recruitment over four years engagement.
- Updates provided on retail industry trends.
- Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area.

MINIMUM QUALIFICATIONS

To be eligible to respond to this Solicitation, the Vendor must demonstrate that it has sufficient qualifications, resources and experience to provide the services under this solicitation. Any respondent that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

- The vendor should have a minimum of 8 years’ experience in retail recruitment.
- Vendor shall have a minimum of 8 years’ experience making outreach to property owners, brokers, developers, retailers, restaurant, and other retail industry players on behalf of their Client’s.
- The vendor must have a partnership with a full service commercial real estate firm focused on retail real estate.
- The vendor must be able to demonstrate active participation in International Council of Shopping Centers and Retail Live.
- The vendor must demonstrate experience in data collection, reporting and identifying opportunities for the expansion and attraction of new retail sales operations in the City.
- Vendors must demonstrate experience beyond data collection and into relationships and connections with retail operators.
- The vendor must have at least 15 members of staff with a current Real Estate License.
- The vendor must have at least 3 members of staff with the CCIM Professional Certification
- The vendor must demonstrate and provide example deliverables for retail, restaurant, and downtown / main street efforts.

The City is seeking to identify and select an outside independent organization to perform the activities listed above. The remainder of this document provides additional information that will allow a service provider to understand the scope of the effort and develop a proposal in the format desired by the City

GUIDELINES FOR PROPOSAL PREPARATION

The award of the contract resulting from this RFQ will be based upon the most responsive Vendor whose offer will be the most advantageous to the City in terms of cost, functionality, and other factors as specified elsewhere in this RFQ. The City is requesting to enter into an

REQUEST FOR QUALIFICATIONS/ PROPOSAL INTRODUCTION

agreement with a vendor who can perform all the functions requested within this RFQ. The vendor's proposal shall be submitted in several parts as set forth below. The Vendor will confine its submission to those matters sufficient to define its proposal and to provide an adequate basis for the City evaluation of the Vendor's proposal.

The submitted proposals are suggested to include each of the following sections:

- 1. Executive Summary**
- 2. Scope & Approach:** Retail and Restaurant Analysis and Recruitment
- 3. Scope & Approach:** Downtown/Main Street Approach – Revitalization experience and planning.
- 4. Dedicated Team:** Names, roles, and relevant licenses/certifications.
- 5. Detailed Pricing:** Three-year fee schedule with breakdowns.
- 6. References:** 5 for retail recruitment, 3 for Main Street/downtown.
- 7. Minimum Qualifications:** Proof of compliance with (Minimum Qualifications).

The detailed requirements for each of the above-mentioned sections are outlined herein.

DETAILED RESPONSE REQUIREMENTS

A. EXECUTIVE SUMMARY

This section will present a high-level synopsis of the Vendor's responses to the RFQ. The Executive Summary should be a brief overview of the engagement and should identify the main features and benefits of the proposed work.

B. SCOPE AND APPROACH: RETAIL & RESTAURANT ANALYSIS & RECRUITMENT

Include detailed information and technical expertise by phase. This section should include a description of each major type of work being requested of the Vendor. The proposal should reflect each of the requirements listed in the Scope of Work Section of this RFQ.

C. SCOPE AND APPROACH: DOWNTOWN / MAIN STREET

Include detailed information and technical expertise by phase. This section should include a description of each major type of work being requested of the Vendor. The proposal should reflect each of the requirements listed in the Scope of Work Section of this RFQ.

D. DEDICATED TEAM

Include information on the team that will be interacting with the City.

E. DETAILED PRICING

Investment schedule for a minimum of one years of service (followed by Terms and conditions).

F. REFERENCES

REQUEST FOR QUALIFICATIONS/ PROPOSAL INTRODUCTION

Provide five current references for similar communities in which you have performed similar work in Retail Recruitment and Analysis. Provide three references for communities where you have performed Downtown / Main Street Revitalization and Rejuvenation efforts.

MINIMUM QUALIFICATIONS

This section will present the criteria identified in the Minimum Qualifications and include proof or examples showing that the vendor meets the minimum qualifications.

End of Request for Proposal Introduction.

REQUEST FOR QUALIFICATIONS PROPOSAL

I. REQUEST FOR QUALIFICATION PROCESS

The Request for Proposal (RFQP) must contain the information outlined below.

Please include a title on each page of your RFQP and number pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Previous Default
4. Evaluation and Selection Criteria
 - A. Approach
 - B. Qualifications and Experience of the Consultant Firm(s)
 - C. Qualifications and Experience of Key Staff
 - D. Cost Proposal

1. Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company's information including name of company (include any dba names); headquarters and parent company locations; and brief history of the company.
- ii. Company's mailing address, contact person, telephone number for primary contact person, and email address.
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Mableton for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners, if incorporated indicate where and when. If the Contractor has changed name or incorporation status within the last five (5) years, then please list all such preceding organizations and a brief reason for the change. The contractor shall also provide a business license indicating that the

REQUEST FOR QUALIFICATIONS PROPOSAL

Contractor can conduct business in Cobb County, Georgia. Further, the Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. The contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material terms to this agreement. Complete submissions to this Request for Qualifications will contain sufficient information to provide the City of Mableton with a thorough description of the Offeror's qualifications to accomplish the work described in this solicitation. If the Offeror does not possess the in-house capabilities to perform a particular component of the project, the response should demonstrate the Offeror's ability to prepare and administer a subcontractor to work jointly with another firm having the requisite expertise to accomplish that component of the project in a timely manner. Any work performed under a subcontract, joint venture, partnership or other joint undertakings with another firm must comply with the State of Georgia's Procurement Code and must receive the City's prior written approval concerning the intent to subcontract a component of the services. In addition, prime contractors will ensure that for any subcontracted work, all subcontractors will encourage participation from and take steps to select small, minority women-owned businesses (WBE), Veterans-Owned Businesses (VBE) and disadvantage businesses (DBEs) when these firms are the most responsive and responsible bidders for providing goods and services associated with the prime contract. As with the City, prime contractors may accept State of Georgia DBE certification as evidence of a firm's qualification. Any subcontractors to be utilized within an assigned task order will be listed when the cost estimate is submitted for the work.

2. Executive Summary

An executive summary letter should include the key elements of the respondent's proposal and an overview of the proposed team. Indicate the address and telephone number of the respondent's office located nearest to Mableton, Georgia, and the office from which projects will be managed.

3. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number, and a brief explanation of the matter.

4. Evaluation and Selection Criteria

REQUEST FOR QUALIFICATIONS PROPOSAL

The City, at its discretion, may award the Contract to the most responsible and responsive consultants submitting qualifications which are deemed to be the most advantageous to the city. The following is the evaluation criteria the city will consider in determining which proposals are most advantageous to the City:

A. Approach

1. **Methodology(ies):** This should demonstrate the firm's understanding of the nature of the work and approach to be taken. This should include addressing project objectives, scope of work, the proposed approach, and any other pertinent elements.
2. **Schedule:** Provide a proposed timeline which the firm believes they can accomplish the scope of work, including milestone dates.

B. Qualifications and Experience of the Consultant Firm(s)

1. Describe recent experience relevant to this project with emphasis placed on projects managed by the key personnel to be assigned to this project. Submit at least three references with names, addresses, and phone numbers of those familiar with the consultant's ability, experience, and reliability in the performance and management of projects of a similar nature.

C. Qualifications and Experience of Key Staff

1. Identify key individuals to be assigned to this project and include the function and/or responsibility of each identified individual. Experience summaries of these key individuals must be provided with emphasis on previous experience in similar roles on comparable projects and a copy of their resumes If applicable.
2. Please provide relevant experience including at least three branding examples (municipal government projects preferred) with references.
3. Provide portfolio, highlighting work of similar scope and scale.

D. Cost Proposal

1. Once the desired consultant has been identified, the City reserves the right to negotiate the final fee.

REQUEST FOR QUALIFICATIONS PROPOSAL

Proposals submitted in response to this RFQP will be evaluated and scored, in accordance with the criteria outlined below, by an evaluation committee established by the client.

Criteria	Points
Methodology/ Approach	15
Qualifications and Experience of the Consultant Firm(s)	25
Qualifications and Experience of Key Staff	25
References & Prior Relationships	15
Financial Stability & Litigation	15
Cost	5
Highest Possible Score	100

- a. All Corporations should provide corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the proposal.
- b. The City is concerned about proposers' financial capability to perform. Therefore, please provide enough data to lead evaluators to the conclusion that your firm has the financial capability to perform. As detailed financial data is generally proprietary, and proposers do not wish such information to be part of the public record under the Georgia Open Records Act (G.O.R.A.), the City reserves the right to perform additional due diligence in this area, at the sole discretion of the City, prior to award of any contract.
- c. The proposals will be the basis from which interested firms will be selected for interviews if deemed necessary. Following the City staff evaluation of the proposals received, selected firms may be invited to make oral presentations before the City's Evaluation Panel. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified firms based on all materials and information presented.
- d. Any firm failing to submit information in accordance with the procedures set forth in the RFQP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to request "best and final" offers; and to issue a new RFQP. Firms eliminated from further consideration will be notified by mail by the City as soon as practical.

REQUEST FOR QUALIFICATIONS PROPOSAL

II. SUBMISSION OF RFQP INSTRUCTIONS

Deadline: August 25, 2025

Delivery: City of Mableton

Attn: Purchasing Manager – RFQP 25-03

6116 Mableton Parkway, Suite 144

Mableton, GA 30126

Questions must be submitted via email no later than August 4, 2025.

Event	Date
RFQ Advertisement	July 28, 2025, at 1:00 PM
Questions Due Date	August 4, 2025, at 1:00 PM
Proposals Due Date	August 25, 2025, at 03:30 PM
Evaluation Due Date	September 12, 2025, at 03:30 PM

Proposals shall only be accepted and sealed by mail:

6116 Mableton Parkway Suite 144

Mableton, Georgia 30126, United States (Mailing Only)

All submissions are due at the location specified no later than the date and time specified herein. The RFQP package must include detailed information related to Request for Proposal Process and Selection Criteria, as required. The Proposal Letter included page two (2) of this RFQP, and ALL exhibits must be attached and must be signed by a person authorized to legally bind the company.

III. EVALUATION CRITERIA AND PROCESS

- a. All proposals received will be reviewed by the Purchasing Manager to ensure that all administrative requirements of the RFQP package have been met by the Offerors. Each proposal will be reviewed to ensure that the Offeror submitted all information required in the RFQP and that all documents requiring a signature have been signed. Failure to meet these requirements may be cause for rejection. All proposals that meet the administrative requirements will then be turned over to the evaluation committee for further evaluation.
- b. The Evaluation Committee will review all submittals received and rank Offerors based on submittal information required in the Evaluation and Selection Criteria. Discussions may be conducted by the City of Mableton with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with

REQUEST FOR QUALIFICATIONS PROPOSAL

respect to any opportunity for discussion and revision of statements; and such revisions may be permitted after submissions and prior to award. In conducting any such discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. Cost will not be the deciding factor in this RFQP.

- c. The City of Mableton reserves the right to addend the RFQP prior to the date of proposal submission. Addenda will be posted to the Mableton website at www.Mableton.gov
- d. Awards of contract shall be made to the Offerors responsible who have successfully submitted a proposal and been ranked by the Evaluation Committee considering all the evaluation factors set forth in this RFQP. No other factors or criteria shall be used in the evaluation. The City of Mableton reserves the right to reject all proposal's submitted in response to this RFQP.

IV. OTHER CONSIDERATIONS

- a. Vendors responding to this RFQP need to become a registered Vendor to sell products or services to the City of Mableton. Please note that the vendor file is a good source for vendor information but not the only source. Registration does not guarantee that your firm will be solicited for any or all requirements. The vendor file will also be used to support financial transactions with vendors including invoice payments. Please contact purchasing@mableton.gov for more information on a vendor packet.

If you have any questions or concerns, please feel free to email:

City of Mableton

Purchasing Office

purchasing@mableton.gov

- b. Prior to the due date, a submitted proposal may be withdrawn by the Offeror by submitting a written request to the Buyer named herein. A person authorized to sign for the Offeror must sign all such requests.

The City reserves the right to add provisions to the contract to be consistent with the successful Offeror's offer and to negotiate with the successful Offeror other additions to, deletions from, and/or changes in the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

the language in the Contract, provided that no such addition, deletion or change in Contract language would, in the sole discretion of the City affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

Any exceptions to the agreement must be clearly identified, accompany the Offeror's SOQ and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFQ will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized, and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal. Offeror will not retype the enclosed contract.

IV. CERTIFICATION

By my signature below, it is certified that my firm can meet all terms of the Statement of Qualifications and will perform the services specified; and for the privilege of doing so on the City of Mableton premises. I understand that, upon proper acceptance of this offer by the City of Mableton, a contract will thereby be created.

Given under my hand this 21st day of August, 2025.

Robert R. Jolly Jr.
Name of Firm Signature

Principal / CEO
Title

2200 Magnolia Ave. S., Ste 100, Birmingham, AL 35205
Business Address

Walter@retailstrategies.com
Email address

Sworn to and subscribed before me this 21st day of August, 2025.

[Signature]
Notary Public

5.1.29 My commission expires on the above date.



X40 (A)

REQUEST FOR QUALIFICATIONS PROPOSAL

Any exceptions to the agreement must be clearly identified, accompany the Offeror's proposal, and be attached to the agreement. Offerors are cautioned that any exception submitted that will give the Offeror a competitive advantage over another Offeror or that will cause a failure to meet a mandatory requirement of the RFQP will not be accepted.

Prior to award, the apparent winning Offeror(s) may be required to enter discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal. Offeror will not retype the enclosed contract.

V. CERTIFICATION

By my signature below, it is certified that my firm can meet all terms of the RFQP and will perform the services specified; and for the privilege of doing so on the City of Mableton premises.

Given under my hand this 3rd day of November, 2025.

Retail Strategies, LLC
Name of Firm

Signature

Principal / CEO

Title

2200 Magnolia Ave, Suite 100 Birmingham, AL

Business Address

Walter@retailstrategies.com

Email address

Sworn to and subscribed before me

this 3 day of November, 2025.

Notary Public

LAURA MARINOS



My commission expires on the above date. 5.1.29

End of Proposal Conditions

X 40(P)

EXHIBIT A
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT

Contractor(s) Name: Retail Strategies, LLC Address: 2200 Mungolia Ave. S., Ste 100
Birmingham, AL 35205

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

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

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

554552

E Verify™ Company Identification Number

5/8/2012

Date of Authorization

LAUREN H. MARINOS

BY: Authorized Officer or Agent

8/21/2025

Date (Name of Person or Entity)

SUBSCRIBED AND
SWORN BEFORE ME ON
THIS THE

21st DAY OF August, 2025

Notary Public

My Commission Expires: 5.1.29



16 41 PA

EXHIBIT A

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: Retail Strategies, LLC
Address: 2200 Magnolia Ave. S., Suite 100, Birmingham, AL 35205

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

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

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

E-Verify™ Company Identification Number 554552 Date of Authorization 5/8/2012

LAUREN H. MARINOS
BY: Authorized Officer or Agent Date 10/21/2025
(Name of Person or Entity)

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

3rd DAY OF November, 2025

[Signature]
Notary Public



My Commission Expires: 5.1.29

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

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in

O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Sub-contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

554552

Federal Work Authorization User Identification Number

5/8/2012

Date of Authorization

Retail Strategies, LLC

Name of Subcontractor

RFP 25-03

Name of Project

42 (P)

Mableton GA RFP

Name of Public Employer

SUBSCRIBED AND
SWORN BEFORE
ME ON THIS THE

21st DAY OF August, 2029

[Signature]
Notary Public

My Commission Expires: 5.1.29

[NOTARY SEAL]



End of Exhibit A

18
X4B 80

EXHIBIT C
DRUG-FREE WORKPLACE

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

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

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

Retail Strategies, LLC

Company Name

WALTER H. MONROE IV

BY: Authorized Officer or Agent (Service Provider Signature)

Date 8/21/2021

Director of Finance & Accounting

Title of Authorized Officer or Agent of Service Provider

WALTER H. MONROE IV

Printed Name of Authorized Officer or Agent

End of Exhibit C

20 44/PA

EXHIBIT C

DRUG FREE WORKPLACE

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

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

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

Retail Strategies, LLC

Company Name

WALTER H. MONROE IV

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

Director of Accounting and Finance

Title of Authorized Officer or Agent of Service Provider

Walter H. Monroe IV

Printed Name of Authorized Officer or Agent

End of Exhibit C

EXHIBIT D
AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Mableton, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Mableton license/permit and /or contract for

[Name of natural person applying on behalf of the individual, business, corporation, partnership, or other private entity]:

1. WALTER MONROE I am a United States citizen.
OR
2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: WALTER H. MONROE JR Date: 8/21/2029

Printed Name: WALTER H. MONROE JR

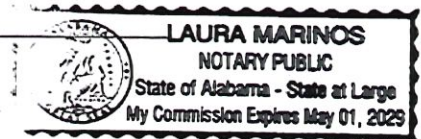
* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (2).**

Subscribed and Sworn Before Me, this the 21st day of August, 2029

Notary Public: [Signature]

My Commission Expires: 5.1.29



* Note: O.C.G.A. § 50-36-1(c)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

End of Exhibit D

21
X 45 p1

EXHIBIT D

PURCHASING POLICY ADDENDUM

I, Walter Monroe hereby certify that I have received a copy of the State of Georgia Procurement Policy which can be found at <https://doas.ga.gov/state-purchasing/purchasing-law-administrative-rules-and-policies/overview> and agree to comply with all requirements of the State of Georgia Procurement Policy to the extent the policy is applicable to the undersigned.

Walter H. Monroe IV

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

Director of Finance and Accounting
Title of Authorized Officer or Agent of Service Provider

Walter H. Monroe IV 11/3/25
Printed Name of Authorized Officer or Agent Date

End of Exhibit D

EXHIBIT E
NON-COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

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

Dated this 21st day of August 2025
Retail Strategies, LLC Director of Finance & Accounts
(Name of Organization) (Title of Person Signing)
LAUREN H. NEWPORT _____
(Signature) (Bid Number)

ACKNOWLEDGEMENT

STATE OF Alabama)
COUNTY OF Jefferson)

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

Subscribed and sworn to me this 21st day of August 2025.
[Signature] 5-1-29
(Notary Public Signature) (Notary Commission Expires)



End of Exhibit E

2246 PD

EXHIBIT E

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Mableton, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Mableton license/permit and /or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. Walter Monroe I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: Walter H. Monroe IV Date: 11/3/25

Printed Name: Walter H. Monroe IV

* Alien Registration number for non-citizens: _____

** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).

Subscribed and Sworn Before Me, this the 3rd day of November, 2025

Notary Public: [Signature]

My Commission Expires: 5.1.29



* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

End of Exhibit E

EXHIBIT F
NON-COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

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

Dated this 3rd day of Nov, 2025

Retail Strategies, LLC

(Name of Organization)

Director of Finance and Accounting

(Title of Person Signing)

WALTER H. HARRIS

(Signature)

STATE OF Alabama (Bid Number)

COUNTY OF Jefferson

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

Subscribed and sworn to me this 3rd day of November, 2025

[Signature]
Notary Public Signature

My Commission Expires: 5.1.29



End of Exhibit F

EXHIBIT G

RETAIL STRATEGIES CONSULTING FEES AND SOW

CONSULTING FEE.

- A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”) in an amount equal to **\$140,000**. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	\$50,000
Year Two	On or before the 1st anniversary of the Execution Date	\$45,000
Year Three	On or before the 2 nd anniversary of the Execution Date	\$45,000

I. CONSULTANT AGREEMENT

A. Research

1. Update Retail trade area using political boundaries, drive times, and radii and custom boundary geographies as needed.
2. Update GAP analysis for trade area (i.e. leakage and surplus) as needed.
3. Update Retail peer market analysis as needed.
4. Update Tapestry lifestyles – psychographic profile of trade area/market segmentation analysis as needed.
5. Update Aerial imagery by trade area.
6. Continued identification of retail prospects to be targeted for recruitment.
7. Monthly updates provided on retail industry trends.
8. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Real Estate Analysis

1. Continued monitoring of priority commercial properties for development, re-development, and highest and best use opportunities.
2. Continued identification of priority business categories for recruitment and/or local expansion.
3. Monitor existing shopping centers and retail corridors.
4. Active outreach to local brokers and landowners.

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to the Client’s designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as-needed basis
4. One market visit per calendar year included in the agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule.

II. CONSULTANT AGREEMENT

A. Point of Contact

1. One individual shall be specifically designated by Client and identified to consultant as the primary point of contact ("POC").
2. POC will be responsible for regular communication between Client and Consultant.
3. POC will be responsible for communicating all Consultants updates and activities to Client as necessary.
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision-making community leaders.
5. POC will be competent to aid Consultant in navigation of local political landscape.
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner.

B. Information and Material Requested by Consultant:

1. 'Consultant will provide POC with no less than 3 business days' notice before materials and other information are needed.
2. Client/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline.
3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner's personal situation that may affect willingness to sell property.
4. Client/ POC will inform Consultant of plans to attend ICSC conferences providing ample time to assist in planning.

C. Information and Material Requested by Client:

1. POC will provide Consultant with no less than 3 business days' notice before a full update is needed.
2. Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly.

End of Exhibit G

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted in writing by the Purchasing Division, City of Mableton, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Mableton.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this statement is made by the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such City specifications. We further agree, if you awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Mableton reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this statement of Proposal and proposal shall be valid and held open for a period of sixty (60) days from the opening date.

Additionally, the proposer certifies compliance with the applicable provisions of the Official Code of Georgia Annotated (O.C.G.A.) Title 13, which governs public contracts, and Title 50, Chapter 5, which addresses procurement and bidding processes for public entities in the State of Georgia. The proposer acknowledges that any violation of these statutes may result in disqualification from future contracts and potential legal penalties.

Furthermore, the proposer acknowledges compliance with O.C.G.A. § 45-10-20 et seq., which prohibits conflicts of interest in public contracting and ensures that no public officer or employee has a direct financial interest in the contract.

The proposer also certifies adherence to Georgia's Illegal Immigration Reform and Enforcement Act of 2011 (O.C.G.A. § 13-10-91), confirming that the proposer and all subcontractors have registered and participated in the federal E-Verify program to verify employment eligibility.

PROPOSAL SIGNATURE AND CERTIFICATION

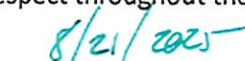
(Proposer to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer.

I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect throughout the contract.


Authorized Signature


Name


Date


Company Name Here

SCHEDULE OF EVENTS

Event	Date
RFQ Advertisement	July 28, 2025, at 1:00 PM
Questions Due Date	August 4, 2025, at 1:00 PM
Proposals Due Date	August 25, 2025, at 03:30 PM
Evaluation Due Date	September 12, 2025, at 03:30 PM

This proposed schedule of events is informational and is subject to change at the discretion of the City of Mableton.

The City of Mableton (CITY) is accepting sealed Statements of Qualification (SOQ) for qualified firms to provide Retail Development Services. The purpose of this Request for Qualifications (RFQ) is to select a qualified firm to provide professional services in developing and implementing a plan for retail / restaurant recruitment and downtown revitalization efforts.

A full RFQ Package stating the full response requirements can be obtained from the Mableton Purchasing Division upon request to Purina Alexander, Finance Director/Purchasing Agent, via email at purchasing@mableton.gov. Only a Response submitted by a Firm on record with the Purchasing Division as having received the RFQ Package from the Issuing Office will be opened.

Responses must be submitted in a sealed envelope bearing on the outside the name of the Firm, the Firm's address, and the name of the Project for which the Response is submitted.

Responses will be received by the City of Mableton, Georgia at the Purchasing Division located in Mableton City Hall at 6116 Mableton Parkway, Mableton, Georgia, 30126 until: August 25, 2025, 3:30 PM EST. Responses will be opened the next following day by noon, and the names of the responding firms will be posted on the GA Procurement Registry site.

The CITY reserves the right, among others, to determine that no qualified SOQs have been received and reject all responses, to waive formalities, and re-advertise.

City of Mableton, Georgia 6116 Mableton Parkway Mableton, Georgia, 30126

PROPOSAL LETTER

We propose to furnish and deliver all the deliverables and services named in the attached Request for Qualifications (RFQ). The price or prices offered herein shall apply for the period stated in the RFQ.

We further agree to strictly abide by all the terms and conditions contained in the City of Mableton Vendor Manual as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Retail Strategies, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. P.O. Box 531247	Requester's name and address (optional)
6 City, state, and ZIP code Birmingham, AL 35253		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	5	-	3	4	7	7	2	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>WAGNER H. HUNTER JR</i>	Date <i>2/27/2025</i>
------------------	---	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Price Proposal



A commitment to retail & downtown will pay you back for years beyond the initial investment.

Proposed Budget

We appreciate the opportunity to partner with Mableton! Our services will help reduce your retail leakage, pay a return by adding jobs, increase sales tax revenue, and new businesses that enhance your community

Every component of our service outlined in this RFP is included in our proposed budget. There are no additional travel costs, surprise fees, or commissions.



Services	Fees
Year 1 Option A: Retail Recruitment (\$40K) & Downtown Strategic Plan & Partnership (1 yr- \$40K)	\$80,000
Year 1 Option B: Retail Recruitment	\$50,000
Year 2: Retail Recruitment	\$45,000
Year 3: Retail Recruitment	\$45,000

Retail Strategies' agreements are annual with defined prices for up to two additional years of service. The Client will have the option to extend or discontinue the agreement each year.

The lead time on a real estate transaction is typically 18-36 months. To fully realize the benefits of the investment and maximize the seeds we plant in year 1, we recommend a 3-year partnership.

The total fee for completion of work is due upon execution of agreement. Should the Client request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by the Client in advance of commencing any additional work.





Appendix – Exhibit Documents

- **Exhibit A:** Georgia Security and Immigration Compliance Affidavit.
- **Exhibit B:** Sub-contractor form
- **Exhibit C:** Drug-Free Workplace.
- **Exhibit D:** Affidavit Verifying Status for Public Benefit Application.
- **Exhibit E:** Non-Collusion Affidavit
- **Retail Strategies W-9**
- **Certificate of Insurance (available upon request)**
- **Business License Certificate (available upon request)**



The City of Mableton Sub-contractor Checklist

Project/Contract Information

Project Name/Number: 25-03

Department/Division: Economic Development

Prime Contractor: Retail Strategies

Subcontractor:

Scope of Work:
Retail Development Services

Required Documentation

Document/Item	Required	Received	Date Received	Notes
1. IRS Form W-9 (Signed)	☒	☐		
2. Certificate of Insurance (COI)	☒	☐		Ensure it lists the City as additional insured
3. Business License (Current Year)	☐	☐		
4. E-Verify Contractor Affidavit	☐	☐		Required for public works contracts $\geq$ \$2,499
5. E-Verify Subcontractor Affidavit	☐	☐		Prime must collect if sub will perform physical services
6. Copy of State Driver's License	☐	☐		Only if claiming exemption from E-Verify (no employees)
7. Safety Plan (if applicable)	☐	☐		Construction and field work only
8. Subcontract Agreement (Signed)	☐	☐		Must outline terms, payment, and scope
9. Non-Collusion Affidavit	☒	☐		If required by solicitation
10. Worker's Compensation Waiver	☐	☐		Only if sub is exempt/self-insured

Compliance Certification

"By signing below, the Prime Contractor affirms that all required documentation has been collected from the subcontractor and is available for audit or inspection by the City of Mableton or other requesting authorities."

Prime Contractor Signature:

Print Name & Title:

Date: