



CITY OF MABLETON, GEORGIA
1245 Veterans Memorial Highway Suite 20 -
Hawthorne Plaza, Mableton, GA 30126
December 8, 2025 at 6:30 PM

The Honorable Michael Owens, Mayor
The Honorable Ron Davis, District 1 Councilmember
The Honorable Michael McNeely, District 2 Councilmember
The Honorable Keisha Jeffcoat, Mayor Pro Tem/District 3 Councilmember
The Honorable Cassandra Brown, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

CITY COUNCIL WORK SESSION AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPOINTMENTS**
 - a. Appointment to the License Review Board and Administration of Oath - Mayor Owens**
- 6. PRESENTATIONS**
- 7. AGENDA ITEMS AND DISCUSSION**
 - a. A Resolution Approving The Municipal Court of Mableton Fee Schedule — Court Administrator Mallory Minor**
 - b. A Resolution to Adopt a Records Retention Policy and Official Judicial Branch Record Retention Schedules for the Municipal Court of Mableton - Court Administrator Mallory Minor**
 - c. Municipal Court Smart Safe LOOMIS Safepoint Agreement - Court Administrator Mallory Minor**
 - d. Agreement for the Rendition of Services of Solicitor for the Municipal Court of Mableton, Georgia - Court Administrator Mallory Minor**
 - e. PTO New Hire Resolution - Human Resources Director Jeanne Pope**
 - f. Communications Policies - Communications Director Gregory Woods**
 - g. Resolution to Adopt FY 2026-2027 City Wide Fee Schedule - Administrative Supervisor Lily Smith**
 - h. First Read - An Ordinance Amending the 2024-25 Spending Plan/Budget of the City of Mableton and for Other Lawful Purposes - Finance Director Karen Ellis**
 - i. Presentation on the International Property Maintenance Code (IPMC) - Code Enforcement - Jerry Silver, Code Enforcement Supervisor**

- j. **REZ-2025-004 - 6851 Queen Mill Road (Tax Parcel 18040500240) - Request to rezone 4.0-acre parcel from R-20 to R-15 for the development of seven (7) single-family detached homes - (First Read) - Community Development Director Michael Hughes**
- k. **REZ-2025-005 – 4470 Floyd Drive (Tax Parcel 19100100060) – Request to rezone a 0.5-acre parcel from R-20 to RD for the development of a duplex project - (First Read) - Community Development Director Michael Hughes**
- l. **OZI-2025-004 - 2480 East-West Connector (Tax Parcel 19078800140) - Request to construct an accessory structure in excess of 1,000 square feet - Community Development Director Michael Hughes**
- m. **License Review Board Appointment Process - Community Development Director Michael Hughes**

8. PRE REGULAR MEETING AGENDA REVIEW

9. ANNOUNCEMENTS

10. 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))

11. 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: December 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: A Resolution Approving The Municipal Court of Mableton Fee Schedule — Court Administrator Mallory Minor

BACKGROUND/SUMMARY: Section 6.1.5, *Court Fees*, authorizes the Municipal Court to recommend a schedule of fees to the City Council for approval in order to defray operational costs. In accordance with this provision, the Municipal Court requests City Council approval to establish reasonable fees and charges for services provided by the Municipal Court Department. These fees will enable the Court to recover the costs associated with conducting municipal court business on behalf of the public, thereby reducing reliance on general tax revenues.

BUDGETED/FINANCIAL IMPACT – FUND: No Fund Impact.

RECOMMENDATION: Approval.

ATTACHMENTS:

1. Resolution_Mableton_Municipal_Court_Fee_Schedule Rev. 12.3.25
2. Municipal Court Fee Schedule - Rev. 12.4.2025



The City of Mableton Memorandum

To: Honorable Mayor & City Council

Cc: City Manager William Tanks

From: Court Administrator Mallory Minor

Date: December 8, 2025

Subject: A Resolution Approving The Municipal Court of Mableton Fee Schedule

Background & Information

Section 6.1.5, Court Fees, authorizes the Municipal Court to recommend a schedule of fees to the City Council for approval in order to defray operational costs. In accordance with this provision, the Municipal Court requests City Council approval to establish reasonable fees and charges for services provided by the Municipal Court Department. These fees will enable the Court to recover the costs associated with conducting municipal court business on behalf of the public, thereby reducing reliance on general tax revenues.

Respectfully,

Mallory Minor, MPA, MPS, CCE, CCM, CMCC /s/
Court Administrator
Municipal Court of Mableton

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

A RESOLUTION APPROVING A FEE SCHEDULE FOR
THE MUNICIPAL COURT OF MABLETON 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 Mayor and City Council ("City Council") are the duly elected governing authority of the City;

WHEREAS, section 6.1.5 of the City Code of Ordinances authorizes the establishment of a schedule of fees to defray the cost of operation of the Municipal Court of Mableton;

WHEREAS, the City desires through this Resolution to establish a Municipal Court fee schedule to defray costs for such operation of the Municipal Court of Mableton; and

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

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

Section 1. Adoption: that the "Municipal Court Fee Schedule" attached hereto is hereby adopted and established as the fee schedule of the Municipal Court of Mableton.

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 January, 2026.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney



Mableton Municipal Court Fee Schedule



Fee Category	Fee Amount	Reference, Purpose and Background
Citation Fee	\$1.00	In Person Copy
Citation Fee (Certified)	\$5.00	Certified Copy
Copy Fee	\$1.00	Copy Per Page
Court Contempt Fee	\$200.00	Municipal Contempt of Court Fee
Court FTA Fee	\$125.00	Municipal Court Failure to Appear Fee
Court Warrant Fee	\$25.00	Municipal Court Warrant Issuance Fee
Court Fee	\$45.00	Municipal Court Citation Fee
Criminal History Background Check	\$25.00	Non Criminal
Disposition Fee	\$1.00	In Person Only
Disposition Fee (Certified)	\$5.00	Certified Copy
Electronic Fee	\$0.00	No Fee for Electronic Citation/Disposition Copy
Open Records	\$1.00	Photocopies (letter or legal size)
Open Records	Actual cost of production	Photocopies (other document production)
Open Records	Hourly salary of lowest paid fulltime employee (No cost for first 15 minutes)	Administrative Cost (retrieval, redaction, etc.)
ProCivica Admin Fee	\$25.00	ProCivica Administrative Cost
Shipping Fee	\$5.00	Standard Shipping Fee



AGENDA ITEM MEMORANDUM

MEETING OF: December 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: A Resolution to Adopt a Records Retention Policy and Official Judicial Branch Record Retention Schedules for the Municipal Court of Mableton - Court Administrator Mallory Minor

BACKGROUND/SUMMARY: The Municipal Court proposes a Resolution to Adopt a Records Retention Policy and the Official Judicial Branch Record Retention Schedules for the Municipal Court of Mableton. The Court utilizes the Official Judicial Branch Record Retention Schedules published by the Judicial Council of Georgia and the Administrative Office of the Courts, in compliance with OCGA § 15-5-24 and pursuant to the Order of the Supreme Court of Georgia dated June 12, 1978.

BUDGETED/FINANCIAL IMPACT – FUND: No Fund Impact.

RECOMMENDATION: Approval.

ATTACHMENTS:

1. Court Record Retention Schedule Resolution Rev. 12.3.25 (1)
2. Official Judicial Branch Record Retention Schedules
3. 15-5-24. Duties of Administrative Office of the Courts.



The City of Mableton Memorandum

To: Honorable Mayor & City Council

Cc: City Manager William Tanks

From: Court Administrator Mallory Minor

Date: December 8, 2025

Subject: A Resolution to Adopt a Records Retention Policy and Official Judicial Branch Record Retention Schedules

Background & Information

The Municipal Court proposes a Resolution to Adopt a Records Retention Policy and the Official Judicial Branch Record Retention Schedules for the Municipal Court of Mableton. The Court utilizes the Official Judicial Branch Record Retention Schedules published by the Judicial Council of Georgia and the Administrative Office of the Courts, in compliance with OCGA § 15-5-24 and pursuant to the Order of the Supreme Court of Georgia dated June 12, 1978.

Respectfully,

Mallory Minor, MPA, MPS, CCE, CCM, CMCC /s/
Court Administrator
Municipal Court of Mableton

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

STATE OF GEORGIA
COBB COUNTY
CITY OF MABLETON
~~STATE OF GEORGIA~~

RES

~~COUNTY OF COBB~~

~~CITY OF MABLETON~~ _____ ~~RESOLUTION NO.: 2026~~ _____

**A RESOLUTION ~~TO ADOPTING THE RECORDS RETENTION POLICY~~
SCHEDULES FOR THE ~~CITY OF MABLETON~~ MUNICIPAL COURT ~~OF MABLETON~~
OF THE CITY OF MABLETON AND FOR OTHER LAWFUL PRUPOSES**

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 ~~the Mayor and City Council are the governing authority of the City of Mableton, Georgia; and~~

WHEREAS, ~~the City of Mableton, has not formally adopted the Official Judicial Branch Record Retention Schedules; and~~

WHEREAS, the City desires through this Resolution for the City's ~~City's~~ Municipal Court ~~of Mableton~~ to utilize the Official Judicial Branch Record Retention Schedules ~~that is P~~ublished by the Judicial Council of Georgia and the Administrative Office of the Courts, in compliance with O.C.G.A. § 15-5-24, ~~and by~~ Order of the Supreme Court of Georgia dated June 12, 1978 and other applicable laws; and

WHEREAS, the ~~Official Judicial Branch Record Retention Schedules provide guidelines to the~~ Municipal Court ~~utilizes the~~ with respect to document retention, schedule and follows the destruction and process to organizatione ~~digital and physical documents; and~~

WHEREAS, ~~it is recommended that the City of Mableton, adoption of~~ the Official Judicial Branch Record Retention Schedules, ~~Exhibit A, to, as set forth herein, will aid the City in~~ proactively managing ~~the its~~ Municipal Court records; ~~and 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, as follows:

Section 1.

Adoption. The City ~~NOW, THEREFORE BE IT RESOLVED~~ by the Mayor and City Council of the City of Mableton, hereby adopts the Official Judicial Branch Record Retention Schedules, attached hereto ~~as Exhibit "A".~~

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 ~~January~~December, 20265.

ATTEST: _____ CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney

~~NOW, THEREFORE BE IT FURTHER RESOLVED~~ by the Mayor and City Council of the City of Mableton, that the Official Judicial Branch Record Retention Schedules are hereby approved and established.

~~This Resolution shall be effective immediately upon its adoption.~~

~~SO RESOLVED AND EFFECTIVE~~ this _____ day of January 2026.

Approved:

Michael Owens, Mayor

Attest:

Susan D. Hiott, City Clerk

**Official Judicial Branch
Records Retention Schedules**



Official Judicial Branch

Court Records Retention Schedules

The Supreme Court and Judicial Council of Georgia resolve that, other than wills, original evidence, and federal tax liens, all original documents can be digitized and originals can be destroyed provided that (1) digitizing or microfilming is done according to Georgia Imaging Standards or Microfilm Standards; (2) a security copy of the digital format or microfilm is deposited in the Georgia Archives; (3) a reference copy of the digital format or microfilm format is kept in the office of the clerk of superior court and a reader-printer is available to facilitate reference. Records created digitally can be managed completely digitally according to these schedules. The Court and Council also affirm, pursuant to OCGA § 50-18-120, the resolution approved by the State Records Committee on January 18, 1996, stating: "All paper records of State agencies and local governments, and all records of the Courts of the State of Georgia which have been microfilmed and verified in accordance with said Micrographic Standards (Georgia Micrographic Standards) may be destroyed, unless specifically prohibited by law, code, resolution, order or an approved State Records Committee records retention schedule."

Throughout these schedules the word "document" is used frequently. The Georgia Records Act at OCGA § 50-18-90 et seq. presents a number of formal definitions used broadly in the judiciary record retention schedules.

OCGA § 50-18-91 (2) "Court record" means all documents, papers, letters, maps, books (except books formally organized in libraries), microfilm, magnetic tape, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or, in the necessary performance of any judicial function, created or received by an official of the Supreme Court, Court of Appeals, and any superior, state, juvenile, probate, or magistrate court. "Court record" includes records of the offices of the judge, clerk, prosecuting attorney, public defender, court reporter, or any employee of the court.

OCGA § 50-18-91 (5) "Records" means all documents, papers, letters, maps, books (except books in formally organized libraries), microfilm, magnetic tape, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in performance of functions by any agency.

"Digital" or "Digitize" has been changed on each occurrence of "microfilm" throughout the retention schedules. This change reflects the application of scanning documents into electronic format. All imaging in the Judicial Branch must be in compliance with the imaging standards issued by the Department of Archives and History in the Board of Regents of the University System of Georgia.

Felony Records

Record Type	Description	Retention	Schedule Number
Felony Case Files	Documents relating to trying felony cases in superior courts and documenting proceedings in those cases. Included are indictments; pleadings; motions; warrants; bond applications; sentences; correspondence; verbatim records or narrative recollections of judicial proceedings; certified records of court reporters' transcripts; certified records in narrative form of recollections of the motions, colloquies, objections, rulings, evidence (documentary or otherwise), charge of the court; well-bound books used to contain court reporters' transcripts of judicial proceedings; passport surrenders; and all other papers and proceedings in any judicial action based on a charge of felony offense punished by any term of imprisonment less than life, life imprisonment, or death.	Capital Offenses: Permanent. Non-capital Offenses: 70 years after disposition. Upon the determination of the superior court clerk or chief judge that a record is of historical significance, the record may be held past its retention period and, if directed, the originals may not be destroyed.	JB-001
Court Reporters' Note Files	Recordings, notes, other records which have not been reduced to typed or printed documents, or other records relating to generation of certified transcripts.	70 years after disposition.	JB-002
Article Two Habeas Corpus	Documents related to the filing of habeas corpus actions pursuant to OCGA §§ 9-14-40 – 9-14-53.	Capital Offenses: Permanent. Non-capital Offenses: 70 years after disposition.	JB-003

Misdemeanor Records

Record Type	Description	Retention	Schedule Number
Case Files	Includes original papers which are called or serve as an: accusation, affidavit, appearance bond, arresting officer's affidavit, bail bond, cash bond, conviction, disposition, fine, indictment, judgment, motion, notice of appeal, notice of arraignment, notification of hearing, order, plea, pleading, sentence, subpoena, summons, waiver, warrant, or certified copies of the same transcript. This schedule does not apply to any record books which contain references to felony cases.	10 years after disposition.	JB-004
Docket Books	Books which generally contain essential information in summary form about each particular misdemeanor case adjudicated. Most dockets contain an alphabetical index in front of each book which references the defendant's name to the page number on which the case summary is docketed.	10 years after disposition.	JB-005
Minute Books	Books which contain photostatic copies of the accusation and disposition associated with each case or contain typewritten or handwritten entries regarding the defendant, charge, and disposition of each case.	10 years after disposition.	JB-006
Book of Fines and Forfeitures	Books which contain listings of fines and forfeitures received by the court regarding each particular misdemeanor offense.	10 years after last entry.	JB-007

Traffic Records

Record Type	Description	Retention	Schedule Number
Case Files	Includes original papers which are called or serve as an: accusation, affidavit, appearance bond, arresting officer's affidavit, bail bond, cash bond, conviction, disposition, fine, indictment, judgment, motion, notice of appeal, notice of arraignment, notification of hearing, order, plea, pleading, sentence, subpoena, summons, uniform traffic citation, waiver, warrant, or certified copies of the same transcript. This schedule does not apply to any record books which contain references to felony cases.	10 years after disposition.	JB-008
Docket Books	Books which generally contain essential information in summary form about each particular traffic case adjudicated. Most dockets contain an alphabetical index in front of each book which references the defendant's name to the page number on which the case summary is docketed. This schedule applies to docket books which contain misdemeanor traffic records only.	10 years after disposition.	JB-009
Minute Books	Books which contain photostatic copies of the accusation and disposition associated with each case or contain typewritten or handwritten entries regarding the defendant, charge, and disposition of each case. This schedule applies to minute books which contain misdemeanor traffic violations only.	10 years after disposition.	JB-010
Book of Fines and Forfeitures	Books which contain listings of fines and forfeitures received by the court regarding each particular misdemeanor offense. This schedule applies to books which contain misdemeanor traffic violations only.	10 years after last entry.	JB-011

Civil Records

Record Type	Description	Retention	Schedule Number
Civil Cases Not Proceeding to Final Judgment	Civil case files in which the plaintiff never carried through to disposition. Cases dismissed without prejudice are included. Not included are cases dismissed with prejudice or cases in which the judge's order specifies terms of an out-of-court settlement.	2 years after disposition.	JB-012
Civil Case Files	Documents relating to trying civil cases and documenting the proceedings in those cases. Included are pleadings and judgments in civil cases, complaints, summons, defensive pleadings, court orders, notices of appeal, appellate pleadings, and determinations of appellate courts.	20 years after disposition.	JB-013
Civil Dockets	Documents relating to indexing all pleadings filed in the course of civil actions, including independent motions which are to be decided by the judge without the intervention of a jury. Included are bound volumes which serve as an index to pleadings for each case. Entries vary from one time period to another and from one court to another but generally show term of court, names of parties and their attorneys, case numbers, nature of actions, and subsequent service and pleadings. Entries are in case number order (assigned by filing date). Most dockets contain an index to defendants and plaintiffs, showing case numbers for each case.	75 years if maintained separately from civil case files.	JB-014
Minute Books	Documents relating to recording proceedings and orders. Included are court orders, oaths, bonds, motions, certifications, transcripts, full proceedings, other documents regarding cases, charges to and presentments of grand juries, local rules of procedure, orders or other documents regarding court administrative matters, and other documents. Minute books are often divided, with civil and criminal matters in separate volumes.	Permanent.	JB-015
Record of Writs	Documents recording the text of each case heard by the courts, especially recording writs issued. Included are volumes containing, for each case heard by the court, copies of the complete text of the case or copies of any actions taken by the court.	75 years after disposition.	JB-016

Civil Records

Record Type	Description	Retention	Schedule Number
Sealed Civil Depositions	Documents related to obtaining pre-trial testimony from parties and witnesses during discovery for civil cases filed under OCGA §§ 9-11-27 – 9-11-31. Files consist of sealed envelopes containing depositions taken of parties or witnesses. File may be in the form of stenographic transcripts, videotapes, or electronic or digital recordings. Envelopes are endorsed with the title of the action and the name of the deponent. Not included in this schedule are depositions which have been opened for use in the court thereby becoming part of the case file.	1 year after disposition.	JB-017
General Execution Docket and General Execution Docket Indexes	Documents relating to recording basic information concerning the execution of the court's decisions. Included are books with entries showing the date the case was adjudged, names of the parties and their attorneys, case number, date Fi. Fa. issued, and disposition of the execution. After 1971, photostatic copies of Fi. Fa. are used in place of these entries. Entries are in the order in which the Fi. Fa. are filed with the clerk's office.	20 years after disposition.	JB-018
Domestic Relations	All documents, excluding adoptions, relating to those cases resulting in the dissolution of a marriage, child custody, or award of alimony.	Permanent.	JB-019
Domestic Relations – Contempt Actions	All documents related to contempt actions arising out of domestic relations cases.	20 years after disposition.	JB-020
Name Changes	Case files relating to a name change.	Permanent.	JB-021
Personal Injury and Malpractice	Civil cases related to personal injury or alleging malpractice.	20 years after disposition.	JB-022
Collection Cases	An action containing pleadings on debt concerning a specific contract or account.	5 years or upon satisfaction or expiration of Fi. Fa.	JB-023
Appeals – Magistrate Court	Documents relating to cases appealed to the superior or state court based on a judicial decision of the magistrate court.	10 years after disposition.	JB-024
Adoption	All documents relating to an adoption case.	Permanent.	JB-025

Jury Management Records

Record Type	Description	Retention	Schedule Number
Jury Master List	Documents relating to persons qualified for jury service. Included are lists composed of all persons qualified to serve as jurors — whether lists be tickets, computer printouts, digital format or microfilm format, or in any other form except computer file data storage banks.	10 years.	JB-026
Jury Questionnaire	Documents relating to selection and qualification of jurors. Included are completed jury questionnaire forms and consolidated lists (including computer output) where applicable.	Capital Offenses: Permanent. Non-Capital Offenses: 10 years after disposition.	JB-027
Juror Information Form	Documents relating to: (1) providing information to attorneys about summoned jurors to facilitate jury selection, and/or (2) correcting errors on or updating information on a juror master list. Included are juror information forms turned in by summoned jurors to a jury clerk on first day of jury service. Forms contain information provided by jurors and may include occupation, age, marital status, age and occupation of spouse, number of children, previous jury service, and similar data.	1 year.	JB-028
Grand Juror or Trial Juror List	Documents relating to summoning and service of grand jurors and trial jurors. Included are (1) lists of grand or trial jurors summoned at a term or week of court, (2) lists of grand or trial jurors sworn to serve at a term or week of court, and (3) lists of grand jurors serving at a term of court and trial jurors serving in a case before the court. Not included are the jury master list – jury box, jury qualifications questionnaires, and jury script.	10 years.	JB-029

Property Records

Record Type	Description	Retention	Schedule Number
Deed Books	Books containing instruments pertaining to the ownership and transfer of ownership of real and personal property.	Permanent.	JB-030
Indexes to Deeds	Documents relating to maintaining an index for recorded deeds. Included are bound volumes containing grantor and grantee indexes to deeds recorded by the clerk. For each deed recorded the index shows the name of the grantor, the name of the grantee, the character of the instrument, the date of the instrument, the volume and page where recorded, and the date of recording. Usually there are separate volumes for grantors and grantees.	Permanent. If the office uses an indexing system in connection with a computer, any weekly, monthly, quarterly, annual, or other interim printouts (which are superseded by consolidated volumes) may be destroyed when the larger consolidation is received.	JB-031

Property Records

Record Type	Description	Retention	Schedule Number
JB-032 through JB-037 refer to statements filed and indexed after January 1, 1964. Real property records in which are noted fixture filings or filings concerning crops, minerals, or accounts subject to OCGA § 11-9-103.			
Financing Statements	Documents indicating the names and addresses of the debtor and the secured party, signed by the debtor, and containing a "statement indicating the types or describing the items of collateral."	(1) If notice of action involving statement given (including insolvency proceeding), hold statement or copy for duration of proceeding and 60 days thereafter or 6 years, whichever is later. (2) If continuation statement filed, hold financing statement for 6 years from date of continuance; destroy unless another continuation statement filed. (3) If real estate mortgage is effective as a fixture (DCC) filing, hold financing statement or copy for 1 year after mortgage released or satisfied of record or otherwise terminates. (4) If financing statement filed before July 1, 1978, hold 6 years and 2 months after filing; then destroy. (5) If a termination statement is filed, hold financing statement or digital format or microfilm format copy for 1 year; destroy after termination date.	JB-032
Continuation Statements	Documents identifying the original financing statement by number and stating that the original statement is still effective which is signed by the secured party.	6 years after date of filing.	JB-033

Property Records

Record Type	Description	Retention	Schedule Number
Statements of Release	Documents containing a description of the collateral being released, the name and address of the debtor, the name and address of the secured party, and the file number of the financing statement.	6 years after date of filing.	JB-034
Statements of Assignments	Documents setting forth the name of the secured party of record, the debtor, the file number, the date of the filing of the financing statement, and the name and address of the assignee, and descriptions of the assigned collateral.	6 years after date of filing.	JB-035
Termination Statements	Documents stating that there is no outstanding secured obligation and no commitment to make advances, incur obligations, or otherwise give value, indicating the financing statement's file number and/or signed by the secured party.	1 year.	JB-036
Indexes of Financing Statements	Books containing the name and address of the debtors and the file number of the financing statement as well as entries regarding receipt of continuation statements, termination statements, and statements of assignments and release.	20 years and destroy after 1/1/2020 unless financing is still active.	JB-037
JB-038 through JB-041 refer to records recorded prior to January 1, 1964.			
Original Instruments	Includes documents designed as bills of sale, personal property mortgages (including all instruments styled as "note" or "Personalty Deed to Secure Debt"), contracts, conditional sales contracts, bills of sale to secure debt, liens, assignments, leases, liens of conveyances of crops, transfers, bonds for title, renewals (of debt), affidavits, agreements, or retention title contracts delivered to the clerk for recording but never picked up by or returned to the parties to the transaction to which the documents relate.	Return to parties; if impossible, destroy.	JB-038

Property Records

Record Type	Description	Retention	Schedule Number
Record Books and Indexes Containing Entries Relating to Personalty Only	Consists of copies of original instruments written or typewritten on blank pages, or copies onto forms in a record book kept expressly for that purpose. Indexes may be contained in a separate volume from entries. Record Books include: books of bills of sale, deeds to personal property, books for bills of sale to secure debt, chattel mortgage record dockets, chattel mortgages and lien dockets, filing docket and general index to chattel mortgages, filing docket and general index to personalty mortgages, personal property dockets, personal lien dockets, personalty mortgages—grantor index, and public index to personalty mortgages. Some of these books are single volumes or parts of a records series containing both volumes for personalty and volumes for realty records.	20 years except that Books created prior to 1900 must be offered to Department of Archives and History.	JB-039
Records Books and Indexes Relating to Both Personalty and Realty	Consists of copies of original instruments written or typewritten on blank pages or copied onto forms in a record book kept expressly for that purpose. Indexes to these entries may be contained in the record books themselves or may be in separate volumes. Books include: Book for Mortgage Liens, Book for Title, Contract Records, Factor's Lien Records, File Docket for Liens, Lease Record, Lien Book, Lien Stock Record, Mortgages and Lien Record, Mortgage Record, Promiscuous Record, Security Bonds and Deals, Security Deed Record, Filing Docket and General Index to Mortgages or Other Items, Filing Docket and General Index to Property, Filing Docket and Index to Mortgages, General Index to Deeds and Personalty Mortgages, Grantee Index to Deeds and Personalty Mortgages, Grantee Index to Mortgages, Grantor Index to Deals and Personalty Mortgages, and Grantor Index to Mortgages.	Personalty: 20 years. Realty: Permanent. Extract realty records and rebind if necessary. Treat personalty records according to personalty schedules.	JB-040
Duplicate Index Books	Duplicates of any Index Book.	Verify entries; then destroy.	JB-041
Real Estate Transfer Declaration Forms	Documents relating to transfer tax on real estate. Included is the duplicate copy of the real estate tax declaration form which is filed in the superior court clerk's office.	2 years.	JB-042

Property Records

Record Type	Description	Retention	Schedule Number
Federal Tax Lien Index	Documents relating to a discharged federal tax lien. Included is the federal tax lien index.	10 years from the date of discharge of the last lien recorded in the index.	JB-043
Federal Tax Lien Files	Documents relating to federal tax liens. Included are notice of a federal tax lien, discharge from a federal tax lien, and release and partial discharge from a federal tax lien.	7 years unless on General Execution Docket, then 50 years. If federal tax lien index is kept, and if discharges are entered on same lien, as required by law, both notice of lien and discharge can be destroyed 7 years from final discharge date. Renewed liens and liens which were discharged in error (and for which notice has been received) are not discharged liens for the purposes of this schedule. When federal tax lien index is not marked as above, or where any other system (including General Execution Docket) is used, retain notice of federal tax lien and discharge for 50 years.	JB-044

Attorney Records

Record Type	Description	Retention	Schedule Number
State Bar Applications Without Examination	Documents relating to admission to State Bar of attorneys from other States. Included are motions for admission, answers of the State Bar, proceedings, rule nisi, and judge's orders.	70 years.	JB-045
Practicing Attorneys Registration Books	Documents relating to registration of practicing attorneys. Includes record of practicing attorneys, order of admission, and oath of commission. Information included is name, address, place, date of admission to practice, and retirement notice.	Permanent.	JB-046
Third-Year Law Students and Staff Instructors Files	Documents relating to authorization of third-year law student or staff instructor to assist District Attorney or practice legal aid. Included are law schedule dean's certificates, student, and staff instructor oaths.	70 years.	JB-047
Certification of Bar Admission Eligibility File	Certificates of a passing bar exam score and orders of judge for clerk to issue license to practice law.	70 years.	JB-048

Election Records

Record Type	Description	Retention	Schedule Number
Election Records Files	Documents relating to the general and primary elections. Included are used and unused and void ballots, ballot stubs, oath of poll officers, numbered lists of voters, tally papers, voting machine proof sheets, and return sheets.	2 years after adjournment of the grand jury where documents were presented to and approved by the grand jury. If there is a court case for any race documented by these records, retain until final settlement.	JB-049
Applications for Petitions to Recall the Probate Court Judge	Records related to granting authority to persons wishing to sponsor a recall drive for petitions for the recall of the judge of the probate court as provided for in OCGA § 21-4-3 (3) (B).	2 years.	JB-050
Calls of Recall Elections for Probate Judge	Calls for recall elections for a probate judge who also serves as election superintendent. See OCGA § 21-4-13 (c) (2).	2 years.	JB-051

Other Records

Record Type	Description	Retention	Schedule Number
Notary Public Applications, Certificates and Dockets Application, and Certificates	Documents including electronic records relating to certifying persons to be notaries public. Included are applications for becoming a notary public, certificates of persons so commissioned, and docket books listing persons commissioned.	Applications and certificates: 9 years. Docket books: 50 years.	JB-052
Application for Trade Name and Trade Name Index	Documents relating to registration of trade name under which an individual or company is doing business. Included are applications for registration of trade name. Trade name registration index books include entries of owners, addresses, and names of businesses. In most counties, recent years of entries are photocopies of applications. Many of the books have a cumulative index which list business name and page number of application.	Applications: 1 year. Index Books: Permanent.	JB-053

Other Records

Record Type	Description	Retention	Schedule Number
Newspapers Containing Legal Advertisements	Documents relating to giving public notice, through newspaper advertisements, of official actions or as required by various laws. Included are copies of newspapers containing legal advertisements as required by law.	50 years if declined by library. Note: OCGA §§ 15-6-74 and 15-9-43 authorize newspapers to be maintained in digital format or microfilm format or by other photographic means. These Code sections and OCGA § 15-16-12 authorize clerks of superior court, judges of probate court, and sheriffs to enter into an agreement whereby one of these officials will maintain the official record of these newspapers for the other two.	JB-054

All Court Records

Record Type	Description	Retention	Schedule Number
Superior, State, Probate, and Magistrate Court Administered Programs	Documents relating to the administration of court programs including, but not limited to, the following: settlement conferences; parenting classes; educational workshops; counseling, social, and legal services; and program files associated with accountability courts, alternative dispute resolution, and pre-trial services.	Case files: 3 years from the date of last entry. Certificates: 3 years from the date of last entry.	JB-055
All Calendars	Documents relating to listing civil and criminal matters to be heard, dates for hearing, and styles of cases. Included are calendars for judges and magistrates. Calendars may be made for pre-trial proceedings, trials, motion hearings, small claims, appearances, appellate causes, and other reasons as the court sees fit.	1 year. A record copy of each series of calendar should be maintained by the clerks as this schedule specifies. Other copies generated for office use, publication, or notification purposes may then be destroyed at the end of the week or weeks of court for which they were produced.	JB-056
Order of Cremation	Court orders relating to the cremation of a human body.	10 years.	JB-057
Deeds and Condo Plats	Records documenting individual ownership or property that are filed with the local government.	Permanent.	JB-058
Deeds, Right of Way	Records authorizing use of land for road widening or public works.	Permanent.	JB-059
Deeds, Security	Deeds to properties on which an agency holds the second mortgage.	5 years after final payment.	JB-060

Juvenile Records

Record Type	Description	Retention	Schedule Number
Individual Juvenile Court Case Files; Excludes Termination of Parental Rights and Legitimation	The individual juvenile court case files shall serve as the minutes. Includes the following vital records: complaints, petitions, all court orders, rights forms, notices of appeal, publications, applications for publication, transcripts, any other items in juvenile court files which are juvenile court generated and do not fall within the category of non-vital records. Includes the following non-vital records: subpoenas, correspondence, intake data sheets, witness lists, route sheets, clerk or judges bench notes, applications for court appointed attorney, social histories, victim impact statements, any duplicates of court generated documents or records, essays, community service reports, applications for bond, custody reports generated by juvenile court for investigatory purposes, and case histories transmitted by another juvenile court. Includes non-vital documents generated by other persons or agencies such as the following: records of ankle monitoring agencies, police reports; Department of Family and Children Services reports, Department of Juvenile Justice reports, psychologicals, custody reports not produced by juvenile court, medical records, and school discipline/ attendance records.	Vital Records: Delinquency: 25 years from the end of the calendar year of the date that the child was born. Dependency: 10 years after the last action in the case or 25 years from the end of the calendar year of the date that the child was born, whichever is later. Non-vital Records: 1 year.	JB-061
Parental Notification of Abortion Case Files	The individual juvenile court case files shall serve as the minutes. Documents relating to actions initiated by a minor, on such minors behalf or by next friend, for a waiver of the requirement that a parent be notified that an abortion is to be performed. Includes petitions, orders, medical statements, correspondence, etc.	90 days after disposition.	JB-062

Juvenile Records

Record Type	Description	Retention	Schedule Number
Legitimation Case Files and Termination of Parental Rights Case Files in Which Rights Were Terminated	The individual juvenile court case files shall serve as the minutes. May include the following vital records: complaints, petitions, all court orders, rights forms, notices of appeal, publications, applications for publication, transcripts, any other items in juvenile court files which are juvenile court generated and do not fall within the category of non-vital records. May include the following non-vital records: subpoenas, correspondence, intake data sheets, witness lists, route sheets, clerk or judge's bench notes, applications for court appointed attorney, social histories, any duplicates of court generated documents or records, and case histories transmitted by another juvenile court. May include non-vital documents generated by other persons or agencies such as the following: police reports, Department of Family and Children Services reports, Department of Juvenile Justice reports, psychologicals, school discipline/attendance records, and custody reports not produced by juvenile court.	Permanent.	JB-063
Case Files of Juveniles on Probation or Supervision with the Court	Documents relating to a juvenile's status on probation or supervision with the court. Includes drug screens, school attendance records, reports of contact with probation officer, etc.	5 years after probation is terminated or when juvenile is 17, whichever is later.	JB-064
Court Reporters' Notes and Files	Documents relating to verbatim recording of oral proceedings before the court. Included are stenographic machine tapes and/or notes. May also include tape recordings, dictagraph belts, paper strips, steno pads, and other recording media including electronic formats.	2 years after disposition.	JB-065

Juvenile Records

Record Type	Description	Retention	Schedule Number
Docket Books	Documents relating to cases filed in juvenile courts. Included are docket books, bound and loose-leaf, and the pages thereof, in which is recorded information regarding children who are referred to juvenile courts and complaints which are filed against them or in their interest. Also included are computer records or other electronic records of the information required to be maintained in the juvenile docket book in juvenile courts which store the docket sheet information electronically in lieu of maintaining a separate juvenile docket book.	28 years from the end of the calendar year of the last entry.	JB-066
Court Calendars	Documents relating to listing of matters to be heard, dates for hearing, and styles of cases. Included are calendars for judges and associate judges.	1 year.	JB-067
Files and Records of Juvenile Court Administered Programs	Documents relating to the administration of court programs including but not limited to the following: accountability court programs, community service programs, diversion programs, restitution programs, community oriented risk-reduction programs, parenting classes, Tough Love programs, mentoring programs, tutoring programs, and counseling programs. Included are attendance records, referrals to other programs, testing results, certificates, etc.	5 years.	JB-068

Juvenile Records

Record Type	Description	Retention	Schedule Number
Traffic Case Files	The individual juvenile court case files shall serve as the minutes. May include the following vital records: uniform traffic citations, complaints, petitions, all court orders, rights forms, notices of appeal, publications, applications for publication, transcripts, any other items in juvenile court files which are juvenile court generated and do not fall within the category of non-vital records. May include the following non-vital records: subpoenas, correspondence, intake data sheets, witness lists, route sheets, clerk or judge's bench notes, applications for court appointed attorney, social histories, victim impact statements, any duplicates of court generated documents or records, essays, community service reports, applications for bond, and case histories transmitted by another juvenile court. May include non-vital documents generated by other persons or agencies such as the following: records of ankle monitoring agencies, police reports, Department of Family and Children Services reports, Department of Juvenile Justice reports, psychologicals, and school discipline/attendance records.	Vital Records: 7 years after disposition. Non-vital Records: 1 year after disposition.	JB-069

Probate Records

Record Type	Description	Retention	Schedule Number
Applications, Bonds, and Permits for Fireworks Displays	Applications for public display or exhibition of fireworks. Included are applications, bonds, evidence of liability insurance, and permits.	6 years.	JB-070
Election Tally Summary File	Included are election tally sheets.	6 years.	JB-071
Estate Case Files (Excluding Wills)	The qualification of a legal representative and the management and distribution of the assets of an estate. Included are: original and recorded copies of all proceedings in relation to estates, excluding probate of wills. Examples are: applications for letters of appointment and dismission of executors and administrators under OCGA Title 53; applications for year's support; as well as guardianships and conservatorships under OCGA Title 29; inventories and appraisements; applications for leave to sell property; and annual and final returns.	Permanent.	JB-072
(Hospitalization) Files Created Pursuant to Proceedings Under Chapters 3, 4, and 7 of Title 37 of the Official Code of Georgia Annotated and Proceedings Under Prior Official Codes Related Thereto (Involuntary Commitment Records)	The hospitalization and treatment of mentally ill, mentally disabled, alcoholics, drug-dependent individuals, and drug abusers. Included are originals of petitions, proceedings and orders relating to emergency admission, evaluation, and involuntary hospitalization, writs of habeas corpus, and protective orders, appointments of legal counsel and guardians ad litem, notices to parties, clinical or medical records of individuals, affidavits and certificates of examining physicians, and patient service plans. Hospitalization petitions may also contain guardianship applications.	75 years after disposition.	JB-073

Probate Records

Record Type	Description	Retention	Schedule Number
Lists of Persons Who Have Been Adjudicated as Mentally Incompetent	Records relating to deleting from electors' lists the names of those persons who have been adjudicated as mentally incompetent. Included are lists prepared monthly by the judge of the probate court and filed with the registrar giving names, addresses, and ages of persons who appear to be disqualified from voting by reason of an adjudication of mental incompetency during the preceding month.	2 years.	JB-074
Marriage Records	Transcription, digitization, or photocopy of the marriage license recorded by the probate judge within 30 days of the marriage.	Permanent.	JB-075
Peddler's Licenses and Certificates of Eligibility Files	Application for peddler's license and certificate of eligibility for disabled, indigent, disabled veterans, and the blind for a free license. Included are books or files containing any of the following: (1) receipt stubs of certificate or license, (2) application or affidavit for certificate or license, (3) letters of character reference, (4) letters from physicians of U.S. Veterans Administration, (5) copies of applicant's military discharge, and (6) court copy of license.	2 years.	JB-076
Weapons Carrying License Application File	The licensing of county residents to carry a weapon. Included are approved and denied applications for licenses to carry a weapon and supporting documents. Applications contain information supplied by the applicants that is pertinent to their eligibility to apply for the license. Supporting documents include mental health waiver forms, law enforcement reports, rap sheets, and other documents relating to issuance of the license.	6 years.	JB-077
Public Officers' Oaths and Bonds	The oaths of office and bonds of public officials filed in the probate court. Included are copies of written oaths of office and accompanying certificates issued by the officer administering the oath which specify the day and year taken, official bonds of county officials, and books containing recorded copies of official bonds.	6 years. Records dated prior to 1900: Permanent.	JB-078
Wills	Wills of decedents. Included are original, photostatic, imaged, and recorded copies of probated wills of decedents. Specifically excluded are wills of living persons filed in the probate court for safekeeping and wills filed but not probated.	Permanent.	JB-079

Magistrate Records

Record Type	Description	Retention	Schedule Number
Arrest and Search Warrants Files	Documents relating to arrest and search warrants. Included are audio and video applications for warrants, supporting affidavits, and evidence. Specifically excludes the original arrest warrants in which the defendant was bound over for trial by a magistrate to state or superior court. These original warrants should be transferred with the case file to the trial court.	10 years.	JB-080
Good Behavior Bonds	Documents relating to Good Behavior Warrants. Included are applications for warrants, supporting affidavits, and/or law enforcement reports or supplemental evidence, including audio and video of Good Behavior Warrant proceedings.	7 years. All original documents shall be kept in the magistrate court. See OCGA § 17-6-90.	JB-081
Civil Case Files	Documents relating to trying of civil cases in magistrate courts. Included are all pleadings, exhibits, transcripts, judgments, and related papers appropriate for inclusion in case files as required by statute or by the Uniform Rules for the Magistrate Courts. (Some courts maintain indexes to their case files and dockets. The retention of these indexes is covered in the schedule Magistrate Court Civil Dockets.) Includes affidavits for summons of dispossessory, applications for summons of foreclosure of personal property, and abandonment of automobiles or vessels.	10 years after disposition. If a judgment is renewed or enforcement is actively pursued in accordance with OCGA § 9-12-60 within the 10-year period, transfer case back to current files area and treat as a newly closed case.	JB-082
Transcripts, Recordings or Notes of Proceedings as Court Inquiry	Documents relating to certified verbatim records, digital recordings, and any other audio recordings or video recordings, including certified records of court reporters' transcriptions.	3 years from end of each calendar year or duration of sentence, whichever is longer.	JB-083

Prosecuting Attorney Records

Record Type	Description	Retention	Schedule Number
Misdemeanor, Traffic and Ordinance Violations	Documents relating to the investigation and prosecution of misdemeanor and misdemeanor traffic violations under Georgia law and alleged violations of county ordinances which are brought against individuals and corporations.	5 years after all direct appeals are completed or right to a direct appeal has terminated.	JB-084
Prosecutor's Felony Case Files	Documents relating to prosecution of individuals for felony violations of Georgia law. This file series is within the District Attorney's office.	25 years after all direct appeals are completed or right to a direct appeal has terminated.	JB-085
District Attorney's Files on Child Support	Documents relating to civil actions brought by the District Attorney on behalf of a parent or guardian to obtain or enforce support of minor children. Included are petitions, pauper's affidavits, summonses and rule nisi, rules for contempt, orders, answers, depositions, interrogatories, other discovery papers, pleadings, transcripts, judgments, motions, District Attorney's personal notes, notices of appeal, briefs and other related documents.	3 years after case is closed by court or operation of law.	JB-086
District Attorney's Child Support Undocumented Case Files	Documents relating to cases referred to the District Attorney's office by the Department of Human Services pursuant to OCGA § 19-11-1 et seq. which were not docketed in any court due to insufficiency of the evidence or statements made by the custodial parent (recipient) which prevent initiation of a paternity action. Included are DHS referral documents, correspondence relating to case, notices to potential defendant and affidavit of custodial parent as to paternity.	3 years after administrative determination that evidence is insufficient to obtain a judgment.	JB-087
Prosecutor's Dismissed Misdemeanor and Misdemeanor Traffic Case Files	Records of cases referred to Prosecutor investigation of misdemeanor, misdemeanor traffic, or ordinance violations dismissed before filing. OBTS form forwarded to GCIC; if local practice requires it – return original to clerk.	3 years.	JB-088
Attorney Case Files	Records of documentation of agency attorney in advising and representing the agency.	6 years after settlement of case.	JB-089

Municipal Records

Record Type	Description	Retention	Schedule Number
Executed Arrest Warrants	Summons for an individual who has not appeared in court for sentencing.	3 years after court appearance.	JB-090
Open Arrest Warrants	Summons for an individual who has not appeared in court for sentencing.	15 years.	JB-091
Traffic	Serious traffic (suspendable).	6 years after disposition.	JB-092
Cash Bond List	List of offenses under the court's jurisdiction and bond amount set for each offense.	3 years after superseded.	JB-093
Citation Intake List	List of citations received from public safety officers by the court.	1 year.	JB-094
Court Calendar	Documents relating to list of matters to be heard, dates, and styles of cases.	1 year.	JB-095
Court Docket	Books which generally contain essential information in summary form about each traffic case adjudicated.	7 years.	JB-096
DDS Electronic Transfer	List of convictions and failures to appear transferred to DDS.	7 years.	JB-097
Dismissed Misdemeanor and Misdemeanor Traffic Case Files	Documents relating to the investigation and prosecution of misdemeanor and traffic offenses under Georgia law and alleged violations of city ordinances which are brought against an individual.	3 years after closure.	JB-098
DUI Case File	Documents that support, refer, or reflect the adjudication of a DUI case.	10 years after disposition.	JB-099
DUI Notices/Photos	Notice of conviction of second subsequent DUI sent to local newspaper.	10 years.	JB-100
GCIC/NCIC Printouts	Driver and criminal histories printed for use by prosecutor and judge.	Until file closure.	JB-101
Jail List	List received showing defendants incarcerated from public safety or jail.	1 year.	JB-102
Misdemeanor Case Files, Traffic Court	Court adjudication of misdemeanor traffic citations issued by authorized public safety officers and documents specific to the case.	7 years after disposition.	JB-103
Misdemeanor Court Records – Case Files	Documents supporting the adjudication of a case.	10 years after disposition.	JB-104

Municipal Records

Record Type	Description	Retention	Schedule Number
Misdemeanor Traffic Offenses Transferred to Another Jurisdiction	Citations, accusations, and summonses transferred to higher court for jury trial or another court of jurisdiction.	7 years after appearance in court.	JB-105
Prisoner Mail Logs	Record of all mail received from an inmate.	1 year.	JB-106
Probation Records	Official records pursuant to an individual probationary status, including probation officer, probationary conditions, and length of term.	7 years.	JB-107
Telephone Taps	Court order for telephone taps.	10 years.	JB-108
Grand Jury Presentment	Grand jury reports.	10 years.	JB-109
Legal Organ Designation	Declaring the local paper as the Official Organ.	7 years.	JB-110
Terms of Court	Quarterly reporting of opening and closing the court terms.	7 years.	JB-111
Writs of Habeas Corpus	Writs of habeas corpus.	7 years.	JB-112
Ordinance Violations	Records concerning ordinance violations. See OCGA § 15-10-63.	2 years.	JB-113

Official Judicial Branch

Administrative Records Retention Schedules

ACCOUNTING (01)			
Records	Description	Retention	Number
Accounting Records	Records include: accounts payable files; accounts receivable files; bank statements; cancelled checks, vouchers, and EFTS; cash balances and reconciliations; cost accounting records; deposit slips and reconciliations; invoices; journal entries (journal vouchers); outstanding obligations; payment schedules; purchase orders; receipts; returned checks; reconciliations; refund/disbursement requests; moving expenses; agency-paid individual memberships and activities in professional organizations; registration fees; and travel authorization and reimbursement records.	5 years.	GASC-01-001
Annual Financial Statements	Records which provide an annual statement of net assets and activities; often called a comprehensive annual financial statement or report.	Permanent.	GASC-01-002
Audit Reports (Agency Copies)	Reports prepared by the Department of Audits examining and verifying the agency's financial activities for a defined period of time; does not include the record copy maintained by the Department of Audits.	5 years or 2 successive audits, whichever is longer.	GASC-01-003
Bids and Competitive Selection Records	This series documents the procurement of equipment and service valued in excess of bid limit. This series may include but is not limited to: requests for proposal (RFP); requests for invitations to bid (RFI); requests for quotes (RFQ); vendors' proposals and bids; records for all bids received; and competitive quotes.	Capital Improvement Projects: 11 years; All other records: 7 years.	GASC-01-004
Budgeting Records	Records documenting budget requests, maintenance, and reports as well as the budget approved by the Legislature.	Approved Budget: Permanent; All other records: 6 years.	GASC-01-005

Collection Records	This series includes records documenting an agency's efforts to collect unpaid accounts; includes PeopleSoft collection reports.	5 years after account paid in full or deemed uncollectible.	GASC-01-006
Contracts and Agreements	This series documents the negotiation, execution, completion, and termination of legal agreements between an agency and other parties to acquire or provide services or products.	Capital Improvements: 10 years after expiration; Other contracts: 7 years after contract expiration.	GASC-01-007
Cooperative Federal Programs Budget Preparation, Project, and Allocation Records	Records used to develop, estimate, propose, and plan the preliminary budget requests for cooperative state/federal programs and reflect the process by which annual budget allotments are distributed.	5 years after the end of the fiscal year.	GASC-01-008
Cost Accounting Reports	Financial reports by cost center for all expenditures.	3 years.	GASC-01-009
Credit Card Administration Records	Records documenting administration of credit cards issued to individual agency staff or offices.	7 years.	GASC-01-010
Federal and State Grant Project Files	Records documenting federal and state-funded grant projects.	Final Narrative Summary: Permanent (GASC-02-008); Education Agencies: 5 years after submission of final report or denial of application; Non-Education Agencies: 3 years after submission of final financial report.	GASC-01-011
Federal Revenue Sharing Records	Records documenting federal, state, county, and municipal revenue-sharing; includes summaries, expenditures, and investments.	5 years after submission of final report.	GASC-01-012

General Ledger and Trial Balances	Records of final entry for all financial transactions.	7 years.	GASC-01-013
Internal Auditing Records	Records documenting the conduct of an internal review of agency financial accounts and processes.	5 years or 2 successive audits, whichever is longer.	GASC-01-014
Official Bonds and Oaths	Bonds required of state officials and custodians of funds.	5 years after expiration of term.	GASC-01-015
Signature Authorizations	Records documenting the certification of employees who are authorized to sign fiscal and contractual documents.	7 years after authorization expires.	GASC-01-016

ADMINISTRATION (02)

Records	Description	Retention	Number
Administrative Rules Records	Records documenting reviews and changes to administrative rules issued in compliance with OCGA § 50-13-1 – 50-13-44.	Final rule: 5 years after expiration; Other records: Retain for useful life.	GASC-02-001
Annual Reports	Annual reports that summarize agency functions and activities.	Permanent.	GASC-02-003
Broadcast Logs	Records documenting agency daily broadcast activities.	Logs relating to a disaster or investigated by the FCC: Retain until authorized by FCC to destroy; Other logs: 2 years.	GASC-02-007
Correspondence – Administrative	This series includes communications received or sent that document significant events and/or the development of administrative structure, policy, procedures, and the historical development of the office.	Permanent.	GASC-02-004
Correspondence – General	This series includes correspondence that documents formal decisions regarding routine matters.	5 years.	GASC-02-005

Crisis or Disaster Records	Records documenting events and damages to an agency's property due to storms, riots, fires, drought, floods, and other acts affecting the agency facilities; may include photos, logs, reports, notes, and correspondence.	Records that document a lasting change to agency property or activities: Permanent; Other: See applicable retention schedule.	GASC-02-006
Executive Level Administrative Files	This series includes the records of an agency's director, deputy director, and division directors. Records with historical value include memoranda, reports, and other documentation concerning the administration of policy, coordination of agency functions, and management of program activity. Records of a routine or non-substantive nature that do not document policy decisions or significant programmatic and functional activities.	Records that document policy, coordination of agency functions, and management of program activity: Permanent; Other records: 5 years.	GASC-02-002
Federal and State Grant Reports	Final narrative summary submitted according to grant requirements of the funding agency.	Permanent.	GASC-02-008
Legal Case Files	Records documenting the work of the agency legal counsel in advising and representing the agency.	6 years after settlement of case.	GASC-02-009
Legal Opinions	Interpretations of the law and an agency's compliance with the law by the Attorney General or other legal counsel.	Until superseded.	GASC-02-010
Legislative Relations Records	This series may be used to review and plan institutional positions on legislative activities. This series may include but is not limited to: final reports; bill review and tracking records; copies of legislation; and working papers.	Final reports: Permanent; All other records: Retain for useful life.	GASC-02-011
Lobbyist Records	This series documents the activities of agency employees who engage in lobbying the state. Records may include: lobbyist registration statement forms; lobbyist termination forms; lobbyist expenditure report forms; lobbyist listings; and salary information.	5 years.	GASC-02-012

Meeting Agendas, Minutes, and Packets	Records documenting proposed and executed proceedings of agency meetings.	Approved Minutes, Agenda, and Final Packet: Permanent; Notes and records used to create the approved minutes and supporting documentation: Retain until minutes are approved.	GASC-02-013
News Release Records	This series documents newsworthy events of the agency. This series may include but is not limited to news releases issued by agency news and communications units arranged by topic and/or date of issue.	10 years.	GASC-02-014
Periodic Reports	Reports that describe the agency's functions and activities and include quarterly, monthly, weekly, and daily reports. Note: does not include annual reports (GASC-02-003).	Reports that are summarized in an agency's annual report: Retain until annual report is completed; Other reports: 2 years.	GASC-02-015
Photographs, Videos, and Films	Photographs, videos, films, and other visual representations of agency public service announcements, events, productions, promotions, tourism, training, and property.	Final Product: Permanent; Other: 5 years; Copies and poor images: Useful life.	GASC-02-016
Policies and Procedures	Standard operating practice for business processes.	Policies that affect the public: Permanent; Policies that do not affect the public: 3 years after superseded.	GASC-02-017
Printing Service Files	Records relating to printing requests, cost estimates, mock-ups, proofs, and printing plates.	Retain for useful life.	GASC-02-018
Publications	Newsletters, handbooks, pamphlets, and brochures published by an agency.	Permanent.	GASC-02-019

Speeches	Records relating to public speaking engagements of agency officials.	Speeches and recordings: Permanent; Drafts, source materials, and other materials: Retain for useful life.	GASC-02-020
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ADMINISTRATIVE SUPPORT (03)

Records	Description	Retention	Number
Calendars	Desk calendars and other scheduling media.	1 year after the end of the calendar year in which the record was created.	GASC-03-001
Data Input Forms	Any type of form used to collect information for input into electronic form.	Destroy upon verification/quality control of data entry.	GASC-03-002
Indexes	Records which provide a ready reference or pointer into larger sets of records.	Retain until superseded or destruction of indexed set of records.	GASC-03-003
Mailing Lists	Various standard lists of names and addresses.	Retain for useful life.	GASC-03-004
Newspaper Clippings and Scrapbooks	This series includes newspaper clippings and scrapbooks, which may contain newspaper clippings, photographs, event programs, and other memorabilia.	Newspaper clippings: Retain for useful life. Scrapbooks: Contact Archives staff before disposition to ensure that any original materials contained in the scrapbook are retained for the duration of their retention period and that no permanent records are destroyed.	GASC-03-005

Reference Files	Publications, copies of records, and other materials that provide general reference for agency employees.	Retain for useful life.	GASC-03-006
Telephone and Fax Records	"While You Were Out" message slips; telephone and fax contact information; and related data.	Retain for useful life.	GASC-03-007
Transitory Records	Records with short-term interest that have no documentary or evidential value, such as routine requests for publications, transmittal letters, and agency event notices (holidays, charitable campaigns).	Retain for useful life.	GASC-03-008

INFORMATION TECHNOLOGY (04)

Records	Description	Retention	Number
Computer System Documentation, Management, and Maintenance Records	Records documenting the addition, modification, maintenance, and removal of software and/or hardware from an agency's computer system. Records may include: computer equipment inventories; hardware performance reports; component maintenance records; system backup reports; backup tape inventories; system overviews; operations logs; job listings; system development logs; system specifications and changes; conversion notes; dataset logs; dataset inventories; dataset record layouts; hard copies of tables; data dictionaries; programming logs; program specifications and changes; record layouts; user views; control program table documentation; program listings; instruction manuals; software purchase records; software inventories; and licenses.	Computer Equipment Inventories: 4 years after surplus and all audit requirements have been met; Records related to backup: Retain for 2 backup cycles; All other records: Life of system, software, or component and all audit requirements have been met.	GASC-04-001
Information System Planning and Development Records	This series documents the planning and development of agency information systems. Records may include: information technology plans; feasibility studies; cost-benefit analyses; studies and surveys; system specifications and revisions; component proposals; technical literature; and vendor literature and proposals.	Implemented systems: Life of system and all audit requirements have been met; Unimplemented systems: Useful life.	GASC-04-002
Network, Computer, and Server Password and Security	Records documenting the issuance or selection of a network password and the administration of security and monitoring of the agency's network, computers, and servers.	1 year after superseded or the employee separates from the agency, and all audit requirements have been met.	GASC-04-003

System Architecture Documents and Wiring Schemas	Records documenting the location of wiring and the design of the overall agency network environment.	Until superseded or obsolete and all audit requirements have been met.	GASC-04-004
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PAYROLL (05)

Records	Description	Retention	Number
Annual Payroll Earnings Reports	Summary of employees' payroll earnings for fiscal year, including deductions.	50 years after tax year in which the records were created.	GASC-05-001
Deduction Records	Records documenting individual employee's authorization to withhold taxes and other deductions from employees pay.	4 years after end of fiscal year.	GASC-05-002
Family Medical Leave Act (FMLA) Compliance Records	All records pertaining to FMLA's leave requirements, including dates and hours of FMLA leave; copies of employer notices, documents describing premium payments, employee benefits, and records of disputes over FMLA benefits.	3 years.	GASC-05-003
Garnishments	Records documenting the withholding of funds from an employee's wages at the request of the courts or a state agency.	5 years.	GASC-05-004
HIPAA/HITECH Records	These records include the policies and procedures implemented by agencies to comply with HIPAA/HITECH regulations.	6 years.	GASC-05-005
Periodic Tax Reports	Records documenting taxable and non-taxable income of an agency.	5 years.	GASC-05-006
Salary and Wage Records	Pre-payroll reports, monthly payroll check registers, monthly fund distribution reports, and payroll action forms.	5 years.	GASC-05-007
Unclaimed Pay Checks	Checks that remain unclaimed by employees.	1 year.	GASC-05-008

Unemployment Compensation Records	Documents relating to employee claims for unemployment compensation.	5 years after end of the fiscal year in which the transaction occurred.	GASC-05-009
Wage and Rate Tables	Records utilized to calculate straight time and overtime work schedules.	5 years.	GASC-05-010
Wage and Tax Statements	Information returns used to report wages paid to employees and the taxes withheld from them. Includes W-2s.	5 years.	GASC-05-011
Withholding Allowance Certificates (G-4 and W-4 forms)	Federal forms completed by an individual to establish the amount of taxes withheld from wages.	4 years after superseded.	GASC-05-012

PERSONNEL (06)

Records	Description	Retention	Number
Accident Reports	Reports of employee accidents and injuries; including workers' compensation claims.	Workers' Comp Claims: 5 years and settlement of all claims due; Accident Reports not resulting in Workers' Comp Claims: 3 years.	GASC-06-001
Affirmative Action Records	Records documenting an agency's compliance with the requirements of the Equal Employment Opportunity Commission and response to federal program reviews, state compliance audits, annual reporting requirements, and internal audits.	Plans: Permanent; Audits, annual reports, and other records: 3 years.	GASC-06-002
Applications for Employment, Not Hired	Records documenting employment applications of persons not hired. Records may include but are not limited to: unsolicited, incomplete, and complete applications; supporting documentation, interview notes and materials; background surveys; and correspondence.	Unsolicited and incomplete applications: Useful life; All other records: 3 years.	GASC-06-003
Background Checks	Criminal and financial background checks on employees.	5 years.	GASC-06-004

Cafeteria Plan (Flexible Benefits) Records	Records documenting salary reduction-type plans authorized by the Internal Revenue Service.	6 years after termination of participant.	GASC-06-005
Continuation of Insurance Benefits (COBRA) Records	Copies of notices required by COBRA; documentation that notices were received; documentation of any circumstance in which COBRA is not offered due to gross misconduct.	6 years	GASC-06-006
Contracts – Employee	Service contracts between an individual and government agency.	7 years after expiration.	GASC-06-007
Converted Personal Leave Requests	Records documenting converted personal leave requests.	1 year after leave is used.	GASC-06-008
Drug Testing Records	Records documenting the random drug testing of employees to include pre-employment and reasonable suspicion.	Positives and refusals: 5 years. Negatives and cancelled drug tests and documents relating to the administration of the alcohol and controlled substance testing programs: 2 years.	GASC-06-009
Employee Grievance Action Case Files	Resolution of employee complaints against supervisor or other employees.	2 years after the complaint is filed or the case is resolved.	GASC-06-010
Employee Handbooks	Guidelines created to explain the internal operations and procedures of the agency to a new employee.	Permanent.	GASC-06-011

Employee Hazardous Materials Exposure Monitoring Records	Records monitoring the exposure of employees to hazardous materials.	30 years.	GASC-06-012
Employee Medical Files, Toxic/Hazardous Substance Exposure	Documentation of employee exposure to hazardous materials.	30 years after separation.	GASC-06-013
Employee Parking Records	Records documenting employee parking permit applications, cards, and permits.	5 years after permit expires or is superseded or separation of employee from the agency.	GASC-06-014
Employee Personnel Files	Records documenting an employee's work history with the agency, generally maintained as a case file; includes records of continuing education, performance evaluations, disciplinary actions, and background checks. Please note: no central agency maintains these records; it is the responsibility of individual agencies to maintain the personnel files of their employees.	Records documenting service, final leave status, and hire/no hire recommendation: 50 years; Other records: 7 years following separation of employee.	GASC-06-015
Employment Eligibility Verification Records	I-9 forms.	3 years after date of hire or 1 year after separation, whichever is longer.	GASC-06-016
Equal Employment Opportunity Commission (EEOC) Reports	Reports classifying employees by race and gender that document compliance with EEOC rules.	3 years.	GASC-06-018

Equal Employment Opportunity Commission and GA Commission on Equal Opportunity Complaints	Records documenting charges of discrimination filed against an agency.	2 years or until final disposition of the charge or action.	GASC-06-017
Family Medical Leave Case Files	Records documenting extended absence from work by an employee under provisions of the Family Medical Leave Act.	3 years.	GASC-05-003
Intern Records	This series documents the activities of interns working at the agency.	5 years.	GASC-06-020
Job Recruitment Materials	Records documenting efforts to advertise positions and attract qualified personnel.	2 years.	GASC-06-021
Leave Donation Records	Records documenting the donation of leave by employees to assist an individual who must be absent from work for an extended period of time due to illness.	1 year after leave used.	GASC-06-022
Leave Records	Records documenting hours worked, leave earned, and leave taken; does not include final leave status.	3 years.	GASC-06-023
Position Classification Materials	Records documenting job requirements, description, and salary range.	4 years after position is re-classified.	GASC-06-024
Pre-employment Assessments, Not Hired	Exams taken by those applying for positions with a state agency.	2 years.	GASC-06-025
Retirement Incentive Program Records	Records documenting employees who elect early retirement under government-offered incentive programs.	6 years.	GASC-06-026

SAVE Affidavits	SAVE (Systematic Alien Verification for Entitlements) Affidavits testifying to an individual's right to receive public benefits.	3 years.	GASC-06-027
Student Workers Permits	Permits to allow persons under 18 years old to obtain summer employment.	Return to issuing officer (school board) after termination or failure to appear for 30 days.	GASC-06-028
Training Records	Records documenting attendance and course content for continuing education training.	5 years.	GASC-06-029
Training Records – Breath-Alcohol Testing	Records relating to the training of individuals for breath-alcohol testing.	2 years after individual ceases to perform the testing function.	GASC-06-030
Volunteer Program Records	This series documents the activities and administration of an agency's volunteer program. Records may include: volunteer hour statistics; volunteer program publicity records; insurance requirement information; and inactive volunteer files containing applications and conditions of volunteer service forms.	Individual volunteer files: 3 years after separation; All other records: 3 years.	GASC-06-031
Work/Time Schedules	Records documenting employee's daily and weekly work schedules.	4 years.	GASC-06-032

PROPERTY AND SECURITY (07)

Records	Description	Retention	Number
Blueprints and Specifications	Plans and specifications maintained by an agency for its own facility; used by facilities management to facilitate repairs and upgrades to the building.	As Built plans and specifications: Permanent; Interim and Never Built plans and specifications: 7 years.	GASC-07-001
Building/Grounds Maintenance, Remodeling, and Repair Records	Records documenting the condition, upkeep, and routine maintenance on agency facilities and grounds.	7 years.	GASC-07-002

Business Continuity Plans	Business recovery plans for man-made and natural disasters.	Until superseded.	GASC-07-003
Capital Construction Project Records	Records relating to the planning, administration, and implementation of capital construction projects; includes project descriptions and requirements, bid records, plan reviews, project schedules, contract changes, consultant contracts, and budgets.	11 years after completion of project.	GASC-07-004
Depreciation Schedules	Records documenting useful life and depreciation of agency-owned equipment and property, usually for insurance purposes.	4 years.	GASC-07-005
Employee Identification Records	Records documenting the issuance of employee identification cards, including restricted access.	4 years after superseded or employee separation.	GASC-07-006
Equipment and Vehicle Maintenance Records	Records documenting service history, mileage, damage repair, routine preventative maintenance and disposition of agency vehicles and equipment. Records type includes warranties, operating manuals, service contracts, and service logs for maintenance of agency-owned equipment and vehicles etc.	5 years after disposition of vehicle or equipment.	GASC-07-007
Facility Inspection Files and Reports	Records documenting inspection of facilities to comply with standards, rules, and codes affecting health and safety of the occupants; includes security and safety inspections.	3 years.	GASC-07-008
Federal Property Records	Records documenting the loan or lease of government equipment (federal) by state agencies.	7 years after expiration of contract or disposal of equipment.	GASC-07-009
Fuel and Oil Usage and Tax Reports	Periodic reports of the consumption of taxable and non-taxable diesel, gas, and oil in government-owned vehicles.	3 years.	GASC-07-010
Incident Reports	Reports of incidents of suspected criminal activity.	Internal documentation and incidents not reported to police: 5 years; Incidents reported to police: Retain until settlement of claims.	GASC-07-011

Insurance Policies	Records documenting insurance purchase for agency facilities or of membership in risk management cooperatives.	7 years after expiration of policy or membership.	GASC-07-013
Maintenance Work Orders	Records documenting routine maintenance on facilities and property.	5 years.	GASC-07-015
Property and Equipment Inventories	Listings of agency-owned property and equipment.	5 years after superseded.	GASC-07-014
Property Disposition Requests (Surplus Property Records)	Records documenting requests for change in status of state-owned property.	5 years.	GASC-07-016
Property Insurance Fund Claims	Records documenting requests for payment of insurance claims from the Georgia Department of Administrative Services Risk Management Division.	5 years after claim is paid or denied.	GASC-07-012
Real Property Ownership Records	Deeds, titles, purchasing records, and supporting documentation for land owned by an agency.	11 years after the year in which the property was sold or transferred.	GASC-07-017
Receipts of Responsibility	Records documenting property temporarily in use or possession of an employee.	5 years.	GASC-07-018
Security Access Records	Logs documenting when and who accessed restricted areas.	5 years.	GASC-07-019
Security Videos	Digital or analog video recordings and images from agency security systems. This series also includes digital or analog voice recordings of radio and telephone communications.	Known incident/accident: Retain until settlement of claims; No known incident/accident: 30 days.	GASC-07-021

Security/Fire System Install and Maintenance Records	Records documenting agency security and fire alarm systems.	3 years after replacement of system.	GASC-07-020
Space Planning/Design Management Project Files	Evaluation and design of space for government agencies.	3 years after project completion.	GASC-07-022
Vehicle Accident Reports	Records documenting damage to agency-owned vehicles.	5 years.	GASC-07-023
Vehicle and Equipment Purchases	Records documenting the purchase of vehicles and equipment.	5 years after disposition of vehicles or equipment.	GASC-07-025
Vehicle Permits/Security Identification Records	Records documenting the issuance of vehicle decals providing access to secure areas.	2 years after superseded.	GASC-07-026
Vehicle Title Records	Records documenting agency ownership of vehicles.	Applications: Retain until receipt of title; Title: Retain for duration of ownership.	GASC-07-027
Vehicle Use Authorizations and Requests	Records documenting permission for employees to use their private automobiles for official business.	5 years after superseded or obsolete.	GASC-07-028
Visitor Sign-in Logs	Visitor sign-in logs.	1 year.	GASC-07-029

RECORDS MANAGEMENT (08)

Records	Description	Retention	Number
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Destruction Records	Records documenting the destruction of agency records.	Retain in office.	GASC-08-001
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Microfilm Records	Records documenting the processing of microfilm to show compliance with standards; the preparation and filming of records; the inspection of film; and the transfer and acceptance of film to a security storage area.	Retain for life of film.	GASC-08-002
Microfilm Vault Monitoring Reports	Records documenting temperature and humidity conditions within a storage facility.	5 years.	GASC-08-003
Open Records Act Requests and Correspondence	Inquiries from members of the public requesting access to information under the Georgia Open Records Act.	3 years.	GASC-08-004
Records Schedules	Copies of approved agency records retention schedules.	5 years after superseded.	GASC-08-005
Records Transmittal Records	Records documenting the transfer of agency records into the custody of a records center facility.	Permanent records: Retain in office; Temporary records: 5 years after disposition of transferred record.	GASC-08-006
Reference Requests	Reference pull sheets documenting the retrieval of records from a records center facility.	4 years.	GASC-08-007

Document: O.C.G.A. § 15-5-24

O.C.G.A. § 15-5-24

Copy Citation

Current through the 2025 Regular Session of the General Assembly.

Official Code of Georgia Annotated TITLE 15 Courts (Chs. 1 – 25) CHAPTER 5
Administration of Courts of Record Generally (Arts. 1 – 8) Article 2 Judicial Council (§§
15-5-20 – 15-5-26)

15-5-24. Duties of Administrative Office of the Courts.

Under the supervision and direction of the Judicial Council, the Administrative Office of the Courts shall perform the following duties:

- (1)** Consult with and assist judges, administrators, clerks of court, and other officers and employees of the court pertaining to matters relating to court administration and provide such services as are requested;
- (2)** Examine the administrative and business methods and systems employed in the offices related to and serving the courts and make recommendations for necessary improvement;
- (3)** Compile statistical and financial data and other information on the judicial work of the courts and on the work of other offices related to and serving the courts, which data and information shall be provided by the courts;
- (4)** Analyze data relating to civil cases and on or before the first day of October each year provide such data, analysis, or both data and analysis to the courts and agencies of the judicial branch, agencies of the executive branch, and the chairpersons of the Senate Judiciary Committee and the House Committee on Judiciary;
- (5)** Examine the state of the dockets and practices and procedures of the courts and make recommendations for the expedition of litigation;
- (6)** Act as fiscal officer and prepare and submit budget estimates of state appropriations necessary for the maintenance and operation of the judicial system;
- (7)** Formulate and submit recommendations for the improvement of the judicial system;
- (8)** Perform such additional duties as may be assigned by the Judicial Council; and

(9) Prepare and publish in print or electronically an annual report on the work of the courts and on the activities of the Administrative Office of the Courts.

History

Ga. L. 1973, p. 288, § 5; Ga. L. 2000, p. 850, § 4; Ga. L. 2010, p. 838, § 10/SB 388; Ga. L. 2017, p. 632, § 2-3/SB 132.

▼ Annotations

Opinion Notes

OPINIONS OF THE ATTORNEY GENERAL

Editor's notes.

In light of the similarities of the statutory provisions, decisions under Ga. L. 1945, p. 155 are included in the annotations for this Code section.

Power to investigate Board of Pardons and Paroles. —

It is not possible to deduce from any of the duties enumerated in Ga. L. 1945, p. 155, the power of making an investigation of the State Board of Pardons and Paroles by the Judicial Council. 1948-49 Ga. Op. Att'y Gen. 415 (decided under Ga. L. 1945, p. 155).

Research References & Practice Aids

Cross references.

Development and operation of civil case information system, § 15-6-97.1.

Administrative rules and regulations.

Legal assistance to families victimized by domestic violence project, Official Compilation of the Rules and Regulations of the State of Georgia, Grants of Judicial Council of Georgia Administrative Office of the Courts, Rule 297-1-.01.

Hierarchy Notes:

O.C.G.A. Title 15

O.C.G.A. Title 15, Ch. 5, Art. 2

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AGENDA ITEM MEMORANDUM

MEETING OF: December 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Municipal Court Smart Safe LOOMIS Safepoint Agreement
- Court Administrator Mallory Minor

BACKGROUND/SUMMARY: The Loomis SafePoint Titan® smart safe is a secure, automated cash-management system designed to streamline daily cash-handling operations while improving financial oversight. The safe automatically validates, counts, and records all cash deposits, creating accurate digital audit trails and reducing errors associated with manual counting. Deposits remain securely stored until armored pickup, eliminating the need for staff to make bank runs and reducing the Municipal Court's liability and exposure to theft. Real-time reporting tools provide enhanced visibility into cash flows, supporting accountability and compliance for municipal operations. By increasing security, improving efficiency, and reducing staff workload, the Titan smart safe offers a reliable solution for managing court fines, fees, and other cash receipts within the Municipal Court of Mableton.

BUDGETED/FINANCIAL IMPACT – FUND: 100.2650.523900.00 Contractual Services

RECOMMENDATION: Approval.

ATTACHMENTS:

1. City of Mableton-2025 STANDARD SAFEPOINT AGREEMENT - Rev. 12.4.25



The City of Mableton Memorandum

To: Honorable Mayor & City Council

Cc: City Manager William Tanks

From: Court Administrator Mallory Minor

Date: December 8, 2025

Subject: Municipal Court Smart Safe LOOMIS Safepoint Agreement

Background & Information

The Loomis SafePoint Titan® smart safe is a secure, automated cash-management system designed to streamline daily cash-handling operations while improving financial oversight. The safe automatically validates, counts, and records all cash deposits, creating accurate digital audit trails and reducing errors associated with manual counting. Deposits remain securely stored until armored pickup, eliminating the need for staff to make bank runs and reducing the Municipal Court's liability and exposure to theft. Real-time reporting tools provide enhanced visibility into cash flows, supporting accountability and compliance for municipal operations. By increasing security, improving efficiency, and reducing staff workload, the Titan smart safe offers a reliable solution for managing court fines, fees, and other cash receipts within the Municipal Court of Mableton.

Respectfully,

Mallory Minor, MPA, MPS, CCE, CCM, CMCC /s/
Court Administrator
Municipal Court of Mableton

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



SAFEPOINT® AGREEMENT

This agreement ("Agreement") is made by and between:

LOOMIS ARMORED US, LLC ("LOOMIS")
a Texas limited liability company,

and

The **CITY OF MABLETON ("CUSTOMER")**,
a Georgia municipal corporation.

(both parties collectively referred to as the "Parties"). This Agreement expresses and outlines the services, roles, and responsibilities of the Parties. This Agreement shall become effective as of the date that it has been approved by CUSTOMER's City Council and thereafter executed by both LOOMIS and CUSTOMER's Mayor. (the "Effective Date").

A. Term: This Agreement may be terminated by either party, with or without cause, by giving written notice at least ninety (90) days prior to the effective date of termination. Additionally, pursuant to O.C.G.A. § 36-60-13, the Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy CUSTOMER'S obligations under the Agreement. Either party may terminate this Agreement: (a) upon five (5) days written notice to the other party in the event of the bankruptcy or insolvency of the other party, or (b) if the opposite party is in default of any obligation hereunder and such default is not cured within fifteen (15) days of receipt of a written notice from the complaining party specifying such default.

B. Additional Safe/Services: If additional safes or services are needed beyond those set forth under this Agreement, CUSTOMER and LOOMIS agree to negotiate terms for such additional safes and/or services. All additional safes and/or special services must be evidenced and mutually agreed to in a written amendment to this Agreement executed by LOOMIS and CUSTOMER.

C. Service Specifications: CUSTOMER and LOOMIS agree to the following service specifications:

1. Safe Specifications:

Description of Safe and/or equipment delivered (safe(s) under this Agreement hereinafter referred to as "Safe"):

Unit Type # 1 Titan C Bulk Std 1250 Note

2. Transportation Specifications:

Deposit and Conjunctive Change service and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

Loomis Branch	Customer Location	Maximum Liability Coverage	Service Frequency	Installation Date	Unit Type	Total Monthly Package Fee* (See below)
Loomis Branch #3880	City of Mableton 1245 Veterans Memorial Highway Mableton, GA 30126	\$35,000 per shipment	1Xper week (Wednesday)	On or before six weeks from the date this Agreement is executed.	Titan C Bulk Std 1250 Note	\$349.26

3. Cash Management Specifications:

Verification of Validated Cash in order to confirm Safe's audit report accurately reflects the contents of the Safe along with other services as described herein.

4. Total Monthly Package Fee:* \$349.26 per month per Safe unit, plus all applicable charges expressly authorized under this Agreement.

This total package includes: Use of the Safe, transportation and cash management services. Also included is a manufacturer's warranty on the Safe.

5. Ancillary Items

- a. Premises Time:** Each service location under this Agreement (regardless of the number of Safes serviced at such location) is allotted seven (7) minutes of service time. A fee of \$2.50 per minute, up to fifteen (15) minutes, shall be assessed should CUSTOMER cause delays which cause such allotted service time to exceed seven (7) minutes. LOOMIS may elect to depart from the service location should CUSTOMER cause delays which exceed (15) minutes. Should LOOMIS be requested to return prior to the next scheduled pick-up, the missed pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed upon fee prior to rendering service.
- b. Excess Item Handling:** A fee of \$1.50 per Item is assessed when the number of Items exceeds ten (10) Items per shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOOMIS is required to transport.
- c. Non-Scheduled/Off-Day Service:** \$45.00 per trip, per location within 20 miles of the City of Mableton, Georgia.
- d. Sunday/Holiday Service:** \$100.00 per trip, per within 20 miles of the City of Mableton, Georgia.
- e. Excess Liability:** A fee of \$0.40 per \$1,000 or fraction thereof for any amounts which exceed the Maximum Liability Coverage amount per shipment.
- f. Insurance Fee:** An insurance fee of 7% will be charged for all service provided under this Agreement.

If CUSTOMER does not desire Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

Decline

Reconstruction Obligations:

As explained in Section 5(c) of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, or destroyed checks. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below.

Decline

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 5(c), LOOMIS' liability for all checks contained within the shipment is limited to Ten Thousand Dollars (\$10,000.00) regardless of the face value of the checks in shipment.

TERMS AND CONDITIONS

1. SERVICES and EQUIPMENT

a. **Services.** Services ("**Services**") to be provided by LOOMIS under this Agreement include the transportation and cash management services described below:

(1) Transportation Services. LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent of CUSTOMER, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables received. If the shipment container(s) received by LOOMIS from CUSTOMER or CUSTOMER's designated agent do not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such shipment container(s). If LOOMIS accepts sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), and transport such sealed container(s) to the designated LOOMIS processing facility. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstance concerning the contents of any shipment. The fees payable under this Agreement are based upon the Maximum Liability Coverage amount and level(s) of service specified in this Agreement.

(2) Cash Management Services ("CMS"). Upon LOOMIS transportation and delivery of the shipment container(s) to a LOOMIS CMS facility, LOOMIS will verify the currency, coin, checks, securities, and/or other valuables. If CUSTOMER desires change order delivery (included in the Total Monthly Package Fee), CUSTOMER will be responsible for ordering all change from their financial institution. CUSTOMER's audit report will indicate end of day Safe's deposit totals segregated by Manual Drop Shipments (if any) and Validated Cash. If CUSTOMER has any specified procedure or condition to change this process, such procedure or condition shall be documented, mutually agreed upon, and included in this Agreement or a subsequent Amendment.

With regard to manual deposit processing, if LOOMIS is processing and not transporting directly to CUSTOMER's designated agent, LOOMIS' verification procedure includes confirming that the CUSTOMER's Deposit Ticket(s) matches the fine or actual count of funds contained in any sealed container as performed by LOOMIS pursuant to this Agreement. The term "Deposit Ticket" refers to the stated value supplied by the CUSTOMER at the time the shipment container is tendered to Loomis. Differences may include shortages, overages and/or counterfeit of any moneys processed by LOOMIS. LOOMIS agrees to be responsible for all manual deposit processing verification errors caused by LOOMIS and discovered or claimed after the twenty-four (24) business hour period has expired.

b. **Safe.** LOOMIS agrees to provide, and CUSTOMER agrees to take possession of, the Safe at each agreed upon service location.

(1) Inspection of Safe. CUSTOMER shall inspect the Safe within forty-eight (48) hours of delivery and installation. Unless CUSTOMER gives written notice to LOOMIS specifying any defect in the Safe, CUSTOMER agrees that it shall be deemed that the Safe is in good condition, repair and working order. During CUSTOMER'S normal business hours, LOOMIS shall have the right to enter service location, inspect the Safe and observe its use.

(2) Suitability of Safe. CUSTOMER agrees that: (a) the Safe described herein is of the type and kind suitable for CUSTOMER's purpose and needs; (b) that unless otherwise provided herein, this Agreement is not subject to cancellation prior to the expiration of the Term; and (c) CUSTOMER agrees to provide LOOMIS with forty-five (45) days prior written notice should it become necessary to move the Safe to a different location. CUSTOMER shall not move the Safe to another location without LOOMIS prior written consent, which shall not be unreasonably withheld or delayed. CUSTOMER further agrees to pay all costs associated with CUSTOMER'S requested relocation of such Safe, which costs shall be presented to CUSTOMERS for CUSTOMER's written approval in advance of such relocation.

(3) Installation. CUSTOMER shall be responsible for any applicable government permits or licenses which may be required for the installation and/or operation of Safes. If mutually agreed upon installation appointments are not kept by CUSTOMER, CUSTOMER may incur reasonable costs associated with Equipment redelivery and installation. Each Safe must be installed by LOOMIS or its designated agent. If necessary for the

functionality of the Safe (as determined by LOOMIS), CUSTOMER shall provide, at its own expense, and throughout the term of this Agreement: a dedicated, grounded electrical line and/or a dedicated phone line and/or data line, and any other necessary site preparation as may be reasonably required for appropriate installation and as needed to maintain the correct ongoing operation of the Safe. The Equipment is provisioned with a wireless modem which will serve as the primary source of remotely communicating with the Equipment; but, in the event a wireless solution is not available based on the conditions or physical location of the Equipment, LOOMIS will require the use of a dedicated data line provisioned with a static IP by CUSTOMER'S local Internet provider.

(4) Return or Repossession. Upon the expiration or earlier termination of this Agreement, CUSTOMER shall return the Safe to LOOMIS in good repair, condition and working order, ordinary wear and tear resulting from proper use excepted, by making the Safe available for de-installation and removal. In the event of loss or damage to the Safe, ordinary wear and tear resulting from proper use excepted, CUSTOMER shall: (a) pay the cost to place the Safe in good repair, condition and working order; or (b) pay for a replacement Safe. No loss or damage to the Safe caused by CUSTOMER shall impair any obligation of CUSTOMER under this Agreement, which shall continue in full force and effect through the term of the Agreement.

(5) Access to Safe. CUSTOMER shall provide LOOMIS or LOOMIS' agent, vendor, contractor or other designee access to the Safe during normal business hours, or at a mutually agreeable time to perform maintenance and service to ensure proper functionality and security of safe.

c. Certain Customer Representations and Agreements. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstance concerning the property delivered to LOOMIS pursuant to this Agreement. Regarding the Equipment, CUSTOMER agrees that title and right to permanent possession of the Safe shall at no time pass to CUSTOMER. The Safe is and shall remain personal property of LOOMIS, notwithstanding the fact that the Safe may be affixed, attached to or imbedded in or upon real property or a building, whether by cement, bolts, or other means. The Safe must be firmly and securely attached to the concrete foundation. CUSTOMER represents and guarantees to LOOMIS that the physical location(s) where the Safe is located shall at a minimum have a fully functional monitored premise and fire/smoke detection alarm, including: 1) door and window contacts at all exterior openings to the building where the Safe is located and 2) wireless or cellular alert capability or a secured line with automatic notification. CUSTOMER acknowledges and agrees that in certain jurisdictions where police response is conditioned upon verified alarm notification, LOOMIS may, in its sole discretion, require CUSTOMER to obtain a verified alarm or 24 hour remote monitoring service. Each CUSTOMER location shall also have reasonable and customary security measures for its industry, including, but not limited to, fully functional door locks. If at any time during this Agreement CUSTOMER is (i) negligent regarding CUSTOMER'S site security obligations of the service location where the Safe is located; (ii) in breach of the site security obligations set out in this Agreement; or (iii) if CUSTOMER fails at any time during this Agreement to maintain the security requirements in this Section 1(c), then any LOOMIS guarantee of funds shall be void and LOOMIS shall have no further obligation to reimburse CUSTOMER for any resulting loss of funds or Equipment. Failure by CUSTOMER to correct any site security or Equipment security deficiencies is an event of Default under Section 12 for which LOOMIS may terminate this Agreement.

2. BILLING AND PAYMENT

CUSTOMER agrees to pay LOOMIS the Total Monthly Package Fee, plus any Ancillary Items mutually agreed upon in this Agreement or any Exhibit or Addendum hereto and any applicable federal, state or local taxes within fifteen (15) days of invoice. LOOMIS at its discretion may impose, and CUSTOMER agrees to pay, a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum, or such lesser rate as may be required by law, on any late or unpaid invoice amounts due and payable to LOOMIS. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days of the invoice date, LOOMIS may, in its sole discretion, suspend the account and/or terminate this Agreement upon ten (10) days written notice. The parties agree to notify another of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed in this Agreement.

3. RATE ADJUSTMENT

LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s).

To account for future movements in the price of diesel fuel LOOMIS shall assess a monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). The monthly fuel fee shall equal the product of the applicable percentage (based on the chart below) multiplied by the aggregate monthly service fee (including any applicable Ancillary Items). LOOMIS established baseline is \$1.91. Any cost above the \$1.91 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon up to \$2.41. At \$2.41 per gallon the rate shall remain constant until fuel reaches \$3.51 per gallon, upon which the .5% increment increase shall resume per each .10 cost increase per gallon (i.e. if diesel prices rise to \$2.01, your fuel fee is increased by 0.5%) The applicable fuel fee percentage will be based on the national average of diesel fuel prices published on the Department of Energy Website averaged over the first four Mondays of the month rounded to the next cent. The table referenced below is for guidance only and does not reflect the maximum rate which might be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
\$ 3.91	\$4.00	\$.10	5.0%
\$ 3.81	\$ 3.90	\$.10	4.5%
\$ 3.71	\$ 3.80	\$.10	4.0%
\$ 3.61	\$ 3.70	\$.10	3.5%
\$ 3.51	\$ 3.60	\$.10	3.0%
\$ 3.41	\$ 3.50	\$.10	2.5%
\$ 3.31	\$ 3.40	\$.10	2.5%
\$ 3.21	\$ 3.30	\$.10	2.5%
\$ 3.11	\$ 3.20	\$.10	2.5%
\$ 3.01	\$ 3.10	\$.10	2.5%
\$ 2.91	\$ 3.00	\$.10	2.5%
\$ 2.81	\$ 2.90	\$.10	2.5%
\$ 2.71	\$ 2.80	\$.10	2.5%
\$2.61	\$ 2.70	\$.10	2.5%
\$ 2.51	\$ 2.60	\$.10	2.5%
\$ 2.41	\$ 2.50	\$.10	2.5%
\$ 2.31	\$ 2.40	\$.10	2.0%
\$ 2.21	\$ 2.30	\$.10	1.5%
\$ 2.11	\$ 2.20	\$.10	1.0%
\$ 2.01	\$ 2.10	\$.10	0.5%
\$ 1.91	\$ 2.00	\$.09	0.00%

a. LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations, including but not limited to minimum wage, to renegotiate rates and fees in good faith with CUSTOMER. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

4. LIABILITY

a. **General Liability.** LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement: (1) for Manual Drop Shipments, from the time LOOMIS signs for and receives physical custody of the shipment container(s) or (2) for Validated Cash, when valuables are deposited into the Safe note validator. The term "Cargo Loss" shall mean any loss or destruction of currency ("Cargo") that occurs while the Cargo is under Loomis' sole care, custody and control. The term "Manual Drop Shipments" shall refer to the currency, coin or checks inserted into the manual drop section of the Safe. The term "Validated Cash" shall refer to the currency inserted and accepted by the Safe bill validator. LOOMIS' responsibility terminates when the CUSTOMER or CUSTOMER's designated agent takes physical possession of the shipment container(s) and signs LOOMIS receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the shipment container(s) is returned to the CUSTOMER and a signed receipt obtained. Before valuable(s) are deposited into the Safe, LOOMIS assumes no liability for any loss. Also, neither party shall incur liability whatsoever (i) for losses arising from the misuse, abuse, malfunction or destruction of the Safe and/or bill validator(s) caused by the opposite party, and/or the opposite parties' employees, directors, agents, contractors or assigns, (ii) from loss(es) or destruction arising, in whole or part, from fraud, negligence, or willful or criminal misconduct on the part of by the opposite party, and/or the opposite parties' employees, contractors, agents, directors or assigns, or (iii) for counterfeit bills placed into safe as deposits. CUSTOMER agrees that LOOMIS does not undertake the obligation of an absolute insurer in the performance of this Agreement. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under applicable law or regulation or as may be required by any regulatory body that may exert a right of control over LOOMIS.

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OPPOSITE PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. CLAIM PROCEDURES

The following provisions shall control in the event of any Cargo Loss, notwithstanding anything to the contrary contained in this Agreement.

a. **Notification.** In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within thirty (30) calendar days after the loss is discovered or should have been discovered in the exercise of due care and in no event later than forty-five (45) days after the pick-up by LOOMIS of the securely sealed shipment container in connection with which the loss is asserted. If notice of the loss is not received by LOOMIS within this forty-five (45) day period, the claim for the loss shall be deemed waived by CUSTOMER. All claim notices must contain a brief description of the loss to include: date of service/date of loss and claim amount. **All claims must be sent to the Loomis Centralized Claim Unit via email at claims2@us.loomis.com.** It is agreed that both parties will work together to determine the extent of the Cargo Loss, and if possible, the cause of Cargo Loss. All notices to CUSTOMER for any purpose under this Agreement shall be emailed to: 1) michael.owens@mableton.gov, 2) william.tanks@mableton.gov and 3) ewalkerashby@dam.law.

b. **Limitations.** Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of either party (except as stated in this Agreement) in the event of a Cargo Loss, from whatever cause, shall be subject to the Maximum Liability Coverage amount set forth in this Agreement or the Excess Liability Coverage amount, if not declined by CUSTOMER.

c. **Check Reconstruction.** CUSTOMER shall retain sufficient information to allow Reconstruction of checks in the event of a Cargo Loss. In no event shall LOOMIS' liability for any Cargo Loss, irrespective of the Maximum Liability Coverage amount, include the face value of any lost or destroyed check. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed checks constituting a part of any Cargo Loss. LOOMIS' liability,

unless otherwise stated in this Agreement, shall be limited to the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the checks, but never to exceed ten thousand dollars (\$10,000.00) per shipment. The term "Reconstruction" shall mean the identification of the face amount, the identity of the maker or endorser of the check, identification of the payee and identification of the financial institution upon which the check is drawn.

d. **Proof.** Upon the request of LOOMIS, CUSTOMER will furnish a proof of any Cargo Loss to LOOMIS or its insurance carrier. Once full reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER's rights and remedies of recovery.

6. LIMITATIONS & FORCE MAJEURE

a. **Limitations.** The CUSTOMER agrees that LOOMIS will not be liable for any loss caused by or resulting from Shortages claimed in the contents of the sealed or locked shipment(s) (in the case of manual drop deposits), for indirect, consequential or incidental damages or losses, non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. A "Shortage" shall mean any difference between the stated value on the Deposit Ticket and the actual value of the contents of any sealed shipment container. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if LOOMIS within reasonable discretion determines the same may endanger the safety of CUSTOMER's property or personnel or LOOMIS' vehicles or employees.

b. **Force Majeure.** It is further agreed that neither party shall be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed, resulting from:

(1) hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack; (i) by any government or sovereign power (de jure or de facto) or (ii) by any agent of any such government, power authority or forces;

(2) nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war, insurrection, rebellion, revolution, civil war, acts of terrorism, usurped power, or action taken by governmental authority; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade; or

(3) acts of God, strikes, labor disturbances, while shipments are being transported by aircraft (including air piracy, explosion, crash or other incident on board the aircraft) or impostor pick-up or deliveries.

c. **Ownership.** CUSTOMER expressly understands and accepts that ownership (title) to cash or other valuables transported or stored by LOOMIS shall never transfer to LOOMIS.

7. DISPUTES

CUSTOMER and LOOMIS agree that except for disputes regarding over-payment or non-payment of fees for services under this Agreement, venue for any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the furnishing of any service by LOOMIS to CUSTOMER, shall be in Cobb County, Georgia.

8. CONTAINER VALUE LIMITATION

CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred & fifty thousand dollars (\$250,000). If the total value of a shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred & fifty thousand dollars (\$250,000), such shipment must be broken down into separate shipment containers of two hundred fifty thousand dollars (\$250,000) or less.

9. WARRANTIES & REPRESENTATIONS

CUSTOMER acknowledges that LOOMIS is not the manufacturer of the Safe and further agrees that any and all warranties on the Safe are limited to those warranties extended by manufacturer. The complete details of such warranty are available from your service representative. The remedy above shall be the EXCLUSIVE remedy in the event of a breach of the manufacturer's warranty or in the event of damages, action, demand or fee arising from malfunction or latent

defect of the Safe, and it is expressly agreed that neither party shall be liable for special, incidental, indirect or consequential damages arising out of, or in any way connected with this Agreement. THIS LIMITED WARRANTY EXCLUDES ALL OTHER WARRANTIES; EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT SUCH PURPOSES OR SPECIFICATIONS ARE DESCRIBED HEREIN. LOOMIS FURTHER DISCLAIMS ANY DAMAGE OR LOSS OF PROPERTY OR VALUE CAUSED BY EQUIPMENT WHICH HAVE BEEN THE SUBJECT OF MISUSE, ABUSE, NEGLIGENCE, OR USED IN VIOLATION OF ANY PRODUCT MANUALS, INSTRUCTIONS OR WARNINGS, OR MODIFIED REPAIRED OR SERVICED BY PERSONS NOT AUTHORIZED BY LOOMIS OR THE MANUFACTURER, OR IMPROPERLY RELOCATED.

For Validated Cash, LOOMIS guarantees that the amount reflected on any Safe's audit report will accurately reflect the contents of the Safe.

10. INSURANCE

With regard to the Safe provided hereunder, CUSTOMER shall procure, maintain and pay for: (a) all risk insurance against loss of and damage to the Safe for not less than the full replacement value of the Safe, naming LOOMIS as loss payee and (b) combined public liability and property damage insurance with limits as approved by LOOMIS, naming LOOMIS as an additional insured. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to LOOMIS, shall provide at least thirty (30) days advance written notice to LOOMIS of any cancellation, change or modification, and shall provide primary and non-contributory coverage for the protection of CUSTOMER and LOOMIS without regard to any other coverage carried by CUSTOMER or LOOMIS protecting against similar risks. CUSTOMER shall provide LOOMIS with an original policy or certificate evidencing such insurance. CUSTOMER hereby appoints LOOMIS as CUSTOMER's attorney in fact with power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts necessary or advisable to secure payments due under any policy of insurance required under this Agreement. If CUSTOMER fails to purchase such insurance as required under this provision, LOOMIS shall have the right, in its sole option, to acquire same at CUSTOMER's sole expense and cost or terminate this Agreement. In case of failure of CUSTOMER to procure or maintain said insurance, as more fully outlined below, or to pay fees, assessments, charges and taxes, all as specified in this Agreement, LOOMIS shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assignments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to LOOMIS with the next invoice, and failure to repay the same shall carry with it the same consequences as failure to pay any amount(s) due for service provided hereunder.

12. DEFAULT

a. If (i) LOOMIS fails to perform any material obligation under this Agreement and such failure continues for thirty (30) days after LOOMIS receives written notice from CUSTOMER specifying in reasonable detail the nature of that failure or (ii) LOOMIS becomes the subject of a proceeding under the U.S. Bankruptcy Code, CUSTOMER may terminate this Agreement by giving written notice to LOOMIS without payment of any Termination Fee.

Upon expiration or termination of this Agreement for any reason, all Safes or materials provided by LOOMIS in connection with the expired or terminated Services will be made available to LOOMIS at the service location within five (5) business days after the effective date of expiration or termination and all earned, uninvoiced and unpaid fees and expenses will become due and payable sixty (60) days following such expiration or termination. The termination rights set forth in this Section are cumulative and are in addition to all other rights and remedies available to the parties.

13. MISCELLANEOUS

a. **Security Filings.** CUSTOMER hereby agrees to execute any and all documents reasonably requested by LOOMIS to perfect its security interest in the Safe. If LOOMIS consents to a change of service location of the Safe, CUSTOMER agrees to execute any further documentation necessary to perfect LOOMIS' security interest.

b. **Holiday Service.** CUSTOMER agrees that Holiday Service Rates shall apply to any service performed under this Agreement which falls on: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, federal banking and any local applicable observed holiday. Charges for service on such dates will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

c. **Bankruptcy.** If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the CUSTOMER, or if the CUSTOMER is declared insolvent, or if CUSTOMER makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the Safe and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the CUSTOMER is a party, any Safe provided hereunder shall not be treated as an asset of CUSTOMER. The Safe is, and shall at all times be and remain, the sole and exclusive property of LOOMIS; and the CUSTOMER shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

d. **Non-Warranty Service Calls and Customer Routine Maintenance.** CUSTOMER shall be responsible for all non-warranty SafePoint® costs associated with any repair or service call resulting from CUSTOMER'S wilful neglect. CUSTOMER shall also be responsible for the cost of any consumable items such as printer tape, bill trays, printer paper, cleaning cards, and screen protectors.

e. **Confidentiality.** Each party receiving information (each being a "Receiving Party" and a "Disclosing Party") undertakes to retain in confidence the terms of this Agreement and all other non-public information, technology, materials and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). Neither party shall use any Confidential Information for any purpose other than to carry out the activities contemplated by this Agreement. Each party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each party shall also notify the other promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. Confidential Information shall not include:

- (1) Information which is subject to disclosure under the Georgia Open Records Act and/or other applicable laws;
- (2) information which was already known by, or already in the possession of, Receiving Party prior to receipt from Disclosing Party;
- (3) information which is obtained by Receiving Party from a third person who, to the actual knowledge of Receiving Party is not in violation of any agreement to a third party not to disclose such information
- (4) information which is or becomes publically available other than through breach by the Receiving Party of this Agreement; and,
- (4) information which is independently developed by or on behalf of Receiving Party.

f. **Entire Agreement.** This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of Georgia without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all prior agreements and understandings, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement and each party hereto acknowledges that in entering this Agreement it has not relied on any representation or warranty not contained herein; (c) and the terms and conditions including fees set forth in it shall be treated as confidential information; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (f) may not be assigned by CUSTOMER without LOOMIS prior written consent; (g) may be assigned by LOOMIS, provided that LOOMIS shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) shall not be deemed to have been drafted by either party; (k) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (l) does not make either party the agent, fiduciary or partner of the other; (m) does not grant either party any authority to bind the other to any legal obligation; (n) does not intend to nor grant any rights to any third party and (o) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each party acknowledges that the delivery hereof by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CUSTOMER

By _____

Printed Name _____

Title _____

Date _____

Tel _____

LOOMIS

By _____

Printed Name _____

Title _____

Date _____



AGENDA ITEM MEMORANDUM

MEETING OF: December 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Agreement for the Rendition of Services of Solicitor for the Municipal Court of Mableton, Georgia - Court Administrator Mallory Minor

BACKGROUND/SUMMARY: This Agreement for the provision of solicitor services to the Municipal Court of Mableton, Georgia is made and entered into by and between the City of Mableton, Georgia and Flynn D. Broady, Jr., for the purpose of retaining the Solicitor to serve as the prosecuting attorney for the Municipal Court of Mableton.

BUDGETED/FINANCIAL IMPACT – FUND: 100.2650.521200.00 Professional Services — Solicitor

RECOMMENDATION: Approval.

ATTACHMENTS:

1. Mableton Solicitor Agreement (F. Broady) Rev. 12.24.25



The City of Mableton Memorandum

To: Honorable Mayor & City Council
Cc: City Manager William Tanks
From: Court Administrator Mallory Minor
Date: December 8, 2025
Subject: Agreement for the Rendition of Services of Solicitor

Background & Information

This Agreement for the provision of solicitor services to the Municipal Court of Mableton, Georgia is made and entered into by and between the City of Mableton, Georgia and Flynn D. Broady, Jr., for the purpose of retaining the Solicitor to serve as the prosecuting attorney for the Municipal Court of Mableton.

Respectfully,

Mallory Minor, MPA, MPS, CCE, CCM, CMCC /s/
Court Administrator
Municipal Court of Mableton

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

STATE OF GEORGIA
COUNTY OF COBB

**AGREEMENT FOR THE RENDITION OF SERVICES OF SOLICITOR
FOR THE MUNICIPAL COURT OF MABLETON, GEORGIA**

This Agreement ("Agreement") for the rendition of services of solicitor for the Municipal Court of Mableton, Georgia is made and entered into by and between the **City of Mableton, Georgia** ("City") and **Flynn D. Broady, Jr.** ("Solicitor") for the purpose of serving as a prosecuting attorney for the Municipal Court of Mableton (parties collectively referred to herein as the "Parties").

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and Solicitor agree as follows:

- (1) **DUTIES.** The Parties hereby agree for Solicitor to perform prosecuting services for the Municipal Court of Mableton ("Court") consistent with the City Charter, City Code of Ordinances and applicable state and federal laws, rules and regulations. Solicitor is an independent contractor and is expected to engage in the performance of duties under this Agreement for the hours necessary to fulfill the obligations of a Solicitor for the Court, which shall include serving as the City's prosecuting attorney for the City's regularly scheduled Municipal Court calendars. Solicitor shall provide the Court Administrator and City Manager with notice, as early as practicable, of any regularly scheduled Court schedules in which Solicitor is unable to attend so that alternate arrangements may be made by the City. This Agreement is nonexclusive, and the City reserves the right to select alternate and substitute prosecutors in its discretion.
- (2) **COMPENSATION.**
 - a. The City agrees to pay Solicitor for his services under this Agreement in the amount of **Five Hundred Dollars (\$500)** per court session. Solicitor shall be paid **Two Hundred Fifty Dollars (\$250)** total for each special consulting project. A special consulting project shall consist of actions needed by the City from the Solicitor outside of routine court communications and activities. Special consulting projects which require compensation beyond **Two Hundred Fifty Dollars (\$225)** on grounds that they are anticipated to exceed more than two hours of time shall be subject to written approval by the Mayor. Payments may be made by check or electronically, via direct deposit.
 - b. As an independent contractor, Solicitor shall be responsibility for all applicable federal and state taxes, and all other applicable laws governing independent contractors.
 - c. *Training Per Diem.* In recognition of time spent away from private legal practice for mandatory or approved Prosecuting Attorney's Council of Georgia training, the Solicitor shall be entitled to a per diem compensation as follows:

- (1) *Per Diem Rate.* For each full day of attendance at training programs approved by the Municipal Court or governing authority, the Solicitor shall receive a per diem payment of **Three Hundred Seventy-Five Dollars (\$375)**.
 - (2) *Alternative Compensation.* In lieu of the per diem, the Solicitor may elect to receive a one-time payment equal to the compensation of one regular court session, as defined in Section 4(a) of this Agreement.
 - (3) *Eligibility.* To qualify for the training per diem or alternative payment, the Solicitor must: (i) provide proof of attendance, such as a certificate or official agenda, and (ii) submit a written request for per diem compensation within thirty (30) days of completing the training.
 - (4) *Approval.* All training programs must be pre-approved by the City Manager or Court Administrator to qualify for compensation under this section.
 - (5) *Taxation and Reporting.* The per diem payment shall be reported as compensation and subject to applicable tax withholding and reporting requirements.
- (3) **TERM.** The effective date (“Effective Date”) of this Agreement shall be the date upon which it has been executed by the City’s Mayor and Solicitor. The term of this Agreement shall commence on the Effective Date and run for a term of one (1) year. The Agreement shall automatically renew for four consecutive one-year terms unless either party provides at least thirty (30) days written notice that the Agreement shall not further renew. The Solicitor shall serve on a month-to-month basis thereafter unless at least thirty days written notice is provided by City or Solicitor that the Agreement shall terminate.
 - (4) The City or Solicitor may terminate at any time by mutual agreement or for good cause. “Good Cause” shall include a failure by Solicitor to comply with applicable laws and/or the terms and conditions of this Agreement, willful disregard by Solicitor for the rights and best interest of the City, failure to exercise prosecutorial discretion in a manner consistent with the best interest of justice as determined by the City Council in its sole discretion, suspension or disbarment from the State Bar of Georgia, or any other similar action or omission.
 - (5) **ASSIGNMENT AND SUBCONTRACTING.** The Solicitor shall not assign this Agreement or any portion of this Agreement, nor shall the Solicitor subcontract for completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Solicitor, including any assignment or subcontract to which the City consents, shall in any way relieve the Solicitor from complete and punctual performance of this Agreement, including without limitation all the Solicitor’s obligations under any provisions of this Agreement.
 - (6) **CONFIDENTIAL INFORMATION.** Solicitor acknowledges it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in

advance in writing or is required to be disclosed by court order, subpoena or by law, neither Solicitor nor any of its employees, will disclose, distribute, or allow access to any confidential information of the other party to third parties. These obligations are subject to the Georgia Open Records law and shall survive termination.

- (7) **INDEMNIFICATION.** Excluding actions by Solicitor involving willful malfeasance or intentional misconduct, the City shall defend, save harmless, and indemnify Solicitor against any tort, professional liability claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of his duties as Solicitor of the Municipal Court, to the same extent the Mayor and members of the City Council are so covered and indemnified through City insurance. The City and its insurer will have the right to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.
- (8) **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party as follows:

IF TO THE CITY:

City of Mableton, Georgia
Attn: City Manager
1245 Veterans Memorial Highway, Suite 20
Mableton, Georgia 30126

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

IF TO SOLICITOR:

Flynn D. Broady, Jr.
The Flynn Broady Law Firm
241 Lemon Street, Ste C
Marietta, GA 30060

With email copy to: Flynn@theflynnbroadylawfirm.com

Either party may change their above service address and email by sending notice of such change to the other party as required by this section.

(9) **RELATIONSHIP OF PARTIES.**

- (a) *Independent Contractor.* Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Solicitor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency, or similar arrangement

between the City and Solicitor. It is expressly agreed that Solicitor is acting as an independent contractor and not as an employee in providing the services under this Agreement.

- (b) *Employee Benefits.* Solicitor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) *Payroll Taxes.* No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to the Solicitor under this Agreement. Solicitor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the services for the City.

(10) **CONFLICTS OF INTEREST.** Solicitor warrants and represents that:

- (a) The services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- (b) Solicitor is not presently subject to any agreement with a competitor or with any other party that will prevent Solicitor from performing in full accord with this Agreement; and
- (c) Solicitor is not subject to any statute, regulation, ordinance, or rule that will limit its ability to perform its obligations under this Agreement.

(11) **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH LAWS.**

- (a) Solicitor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement. Solicitor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the services required by this Agreement.
- (b) Solicitor warrants and represents that they will, always, observe and comply with the City charter, and all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services to be provided by Solicitor hereunder or which in any manner affect this Agreement.

(12) **GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State

of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in Cobb County, Georgia.

- (13) **AMENDMENT.** This Agreement may from time to time be amended to reflect the changing relations of the parties hereto. To be effective, such amendment shall be in writing and signed by all Parties hereto.
- (14) **SEVERABILITY.**
- (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Agreement are or were, upon approval of this Agreement, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.
 - (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Agreement is severable from every other section, paragraph, sentence, clause, or phrase of this Agreement. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Agreement is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Agreement.
 - (c) In the event that any phrase, clause, sentence, paragraph, or section of this Agreement 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 Mayor and 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 Agreement and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Agreement shall remain valid, constitutional, enforceable, and of full force and effect.
- (15) **REMOVAL.** Should any case come before the Court for prosecution and Solicitor has a personal, financial, or other stake or interest in the subject matter thereof or in the circumstances of the parties thereto, then Solicitor shall remove himself/herself from the active prosecution of or involvement with said case and promptly notify the presiding Judge of the Court who will appoint an appropriate party to perform the duties of Solicitor for that particular case.
- (16) **WAIVER OF BREACH.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.
- (17) **ENTIRE AGREEMENT & INTERPRETATION.** The Parties acknowledge that this

Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement. The text herein and attachments hereto shall constitute the entire agreement of these parties. No other representations, whether written or oral, have been relied upon to induce either party to enter this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed on the Effective Date of this Agreement first written above.

CITY OF MABLETON, GEORGIA:

SOLICITOR:

By: _____
Dr. Michael Owens, Mayor

By: _____
Flynn D. Broady, Jr., Esq.

ATTEST:

_____(SEAL)
Susan D. Hiott, City Clerk

Approved as to form:

Emilia Walker-Ashby, Interim City Attorney



AGENDA ITEM MEMORANDUM

MEETING OF: December 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: PTO New Hire Resolution - Human Resources Director
Jeanne Pope

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

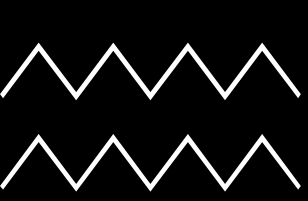
RECOMMENDATION:

ATTACHMENTS:

1. Mableton PTO Advance Policy Council Presentation 2025
2. New PTO Resolution Rev. 12.3.25final.
3. New Hire PTO Advance Policy Rev. 12.3.25final.

New Hire PTO Advance Policy





Policy Overview



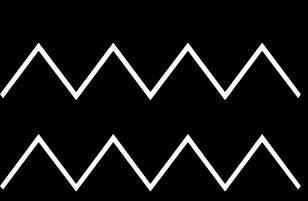
One-time PTO advance for
newly hired full-time employees

40 hours – Full-Time Hourly
Employees

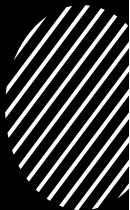
80 hours – Director-Level
Employees

Applies retroactively to
employees hired in 2025

Advanced PTO is separate from
accrued PTO



Retention & Repayment Requirements



Employee must remain employed for 1 full year from hire date



If employee resigns or is terminated for cause early:



- Used advanced PTO must be repaid



- Repayment through final paycheck or direct payment



Unused advanced PTO is forfeited and not paid out

Fiscal Impact Summary

- Minimal direct fiscal impact
- PTO is only paid if used by employee
- No payout of unused advanced PTO
- Supports recruitment and retention efforts
- Costs absorbed through existing payroll budgeting



**A RESOLUTION ADOPTING A NEW HIRE PTO ADVANCE POLICY 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, City Council desires to promote employee well-being, work–life balance, and organizational stability;

WHEREAS, the City recognizes the importance of supporting newly hired employees during their initial year of employment;

WHEREAS, the City has determined that providing a one-time advance of paid time off (PTO) to eligible newly hired employees will promote recruitment, retention and employee morale;

WHEREAS, the City Council desires to implement this benefit retroactively for eligible employees hired on or after January 1, 2025;

WHEREAS, the Human Resources Department has developed a New Hire PTO Advance Policy to ensure consistent administration, legal compliance, fiscal responsibility and transparency; 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 as follows:

Section 1. Adoption: that the “New Hire PTO Advance Policy” attached hereto is hereby adopted.

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 December, 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

City of Mableton, Georgia
New Hire PTO Advance Policy
(Adopted xxxx 2025)

1. Administration and applicability:

This policy shall be administered by the City Human Resources Department (“Human Resources”). This policy includes retroactive application for all eligible employees hired during the 2025 calendar year.

2. Purpose:

The purpose of this policy is to provide a one-time advance of Paid Time Off (PTO) to eligible newly hired employees to support work–life balance during their first year of employment.

3. Eligibility:

This policy applies retroactively to all current eligible employees hired on or after January 1, 2025, and prospectively to all future hires. Eligible categories include:

- a. Full-Time Hourly Employees – Eligible for forty (40) hours of advanced PTO.
- b. Director-Level Employees – Eligible for eighty (80) hours of advanced PTO.

All other classifications, including part-time, seasonal, temporary, appointed, and/or contract employees, are excluded.

4. PTO Advance Allocation:

- a. Advanced PTO hours will be granted one time upon hire or, for 2025 hires, upon implementation of this retroactive policy.
- b. HR will add the applicable forty (40) or eighty (80) hours to each eligible employee’s leave balance within the next available pay cycle.
- c. Advanced PTO is separate from PTO accrued throughout the employee’s first year.

5. Retention Requirement:

To retain the full advanced PTO, the employee must remain employed with the City of Mableton for at least one (1) full year from their official hire date. This requirement also applies retroactively to 2025 hires, with the one-year period calculated from their hire date.

6. Repayment Conditions:

If an employee voluntarily resigns or is terminated for cause before completing one (1) full year of service, the following applies:

- a. The employee must repay the value of any used, advanced PTO.
- b. Repayment may occur through:
 - i. Payroll deduction from the final paycheck (as permitted by law), or
 - ii. Direct repayment if the final paycheck is insufficient.

For retroactive 2025 hires, repayment requirements apply to any advanced PTO used after policy implementation. Unused advanced PTO shall be forfeited and have no cash value, and will be removed from the employee's balance upon separation.

7. Payout Upon Separation:

- a. Advanced PTO will not be paid out upon separation under any circumstances.
- b. Only non-advanced PTO accrued through the standard accrual process is eligible for payout.

8. Additional Terms:

- a. Advanced PTO cannot be converted to sick leave or any other leave category.
- b. Advanced PTO expires on the employee's one-year anniversary if unused, unless otherwise authorized by Human Resources.
- c. Human Resources may review and revise this policy to ensure compliance with legal requirements and operational needs.
- d. The City reserves the right to amend, suspend, or terminate this policy at any time to ensure compliance with legal requirements and operational needs.

9. Retroactive Administration Responsibilities:

Human Resources shall:

- a. Identify all eligible full-time hourly and director-level employees hired on or after January 1, 2025.
- b. Add the appropriate forty (40) or eighty (80) hours of advanced PTO to each identified employee's leave balance.
- c. Notify the affected employees of the retroactive advanced PTO and applicable retention and repayment requirements.
- d. Administer and enforce this policy in compliance with applicable laws.



COMMUNICATIONS POLICIES OVERVIEW

PRESENTED BY: GREGORY WOODS
DIRECTOR OF COMMUNICATIONS

INTRODUCTION

- The Communications Department developed a set of policies that standardize how the City communicates and manages public information.
- This presentation provides a brief overview of these policies and why they are needed.

POLICIES INCLUDED

The Communications Policies Overview includes nine policies:

1. Records Management & Archiving
2. Photography & Videography Release Policy
3. Photo & Video Release Form
4. Newsletter Policy (Email & SMS)
5. Comment Moderation & Terms of Use
6. Social Media Policy
7. Video & Photo Settings Guideline
8. Website Governance & Content Management
9. Department Request Workflows (SOP)

Together, these policies create a unified, consistent communications structure for the City.

WHAT THESE POLICIES ESTABLISH

Collectively, these policies set standards for:

- Public Records: Retention, archiving, and GORA compliance
- Content Rights: Required releases and media ownership
- Digital Outreach: Email, SMS, and subscriber management
- Public Interaction: Viewpoint-neutral comment moderation
- Platform Governance: Social media, website publishing, and ADA accessibility
- Department Operations: How communications requests are submitted and prioritized

They outline how the City communicates across all platforms and departments.

CONCLUSION & REQUEST

Together, these policies ensure City communications are:

- Compliant
- Consistent
- Transparent
- Accessible

Next Step:

The Communications Department respectfully request Council's acknowledgment and approval to implement these policies citywide.



QUESTIONS?

Department Request Workflows (SOP)

1. Purpose & Scope

This policy standardizes how City departments request graphics, video/photo coverage, website updates, and newsletters/email. It explains how the Communications Department prioritizes citywide versus departmental needs.

2. Editorial, Approvals & Publishing

All posts, videos, and graphics must follow the **two-person rule** (a second set of eyes). A content calendar will guide planning. Items requiring Director or City Manager approval must be flagged before production.

3. Intake & Forms

All requests begin with a ticket submitted through the Communications portal. Departments may request graphics, video or photo coverage, or website updates. Each request must include the appropriate form.

4. Prioritization

When capacity is constrained, Communications prioritizes:

1. Citywide, statutory, or emergency communications (**Tier 1**).
2. Cross-department initiatives with citywide impact (**Tier 2**).
3. Department programs/events serving defined audiences (**Tier 3**).
4. Optional or “nice-to-have” promotions (**Tier 4**).

5. Service-Level Commitments (Communications Department)

- **Acknowledgment:** within 1–2 business days of receiving the request.
- **Scheduling/next steps:** within 2–3 business days.
- **First draft/proof:** per the case-specific project plan.
- **Review:** two-person review before publishing.
- **Archiving:** all final deliverables and metadata stored according to policy.

6. Requester Responsibilities

Departments are responsible for submitting complete requests, including approved copy, links, and assets. A single content owner must be identified for sign-off. Departments must also confirm location permissions or permits if filming or recording, and provide event run-of-show, on-site contact information, power or internet needs, and access details.

7. Event Coverage

Citywide events such as proclamations, dedications, State of the City, or crisis communications receive priority. Departmental events are staffed as available, on a first-come basis within lead times.

8. Quality & Accessibility Checks (Pre-Publish)

Before publishing, Communications ensures that all materials meet brand and visual identity standards, plain language standards, captioning and alt-text requirements, accessibility standards and link to City webpage where appropriate.

City of Mableton

Photography & Videography Release Policy

1. Purpose

This policy establishes consistent standards for when photo, video, and audio releases are required, how attire should be managed in City-produced content, and how signed releases must be filed and retained in compliance with Georgia law. It applies to all City staff, contractors, volunteers, and vendors engaged in creating photo, video, or audio content for official City purposes.

2. Use of Releases

A. Required (obtain a signed release form or signage-based consent)

1. Promotional or marketing use featuring identifiable individuals: portraits, interviews, testimonials.
2. Minors: always obtain parent or guardian consent using the Minor Release form.
3. Interior spaces with limited access or heightened privacy: classes, service counters, clinics, youth programs, or other controlled environments.
4. Employee or contractor features: required when highlighting a specific person as part of City communications.

B. Generally Not Required

1. Public spaces where there is no reasonable expectation of privacy: parades, festivals, parks, public streets, public buildings etc...
2. Public meetings or official duties: events where officials or employees are carrying out their work in a public setting.

Note on Audio: Georgia law requires at least one party to consent for audio recordings in private settings. The City Attorney must be consulted before recording any private conversations. For video or audio interviews, audio consent is acceptable if the interviewee verbally states their name and clearly gives consent for the interview.

3. Attire Expectations (City-Produced Content)

1. Employees & Elected Officials: business attire or City-branded business-casual apparel (branded polo, branded outerwear, etc.) is required. Safety gear or uniforms must be worn when appropriate to the role.
2. Contractors & Volunteers: clothing must be neat, professional, and free from political, commercial, or offensive messaging.
3. Youth Programs: participants must follow program dress codes and wear required safety equipment.

4. Records & Retention

1. Filing: signed releases and location permissions must be filed with the associated project or event record.
2. Retention Requirements:
 - Publications (record copy): Permanent.
 - Special event records: 5 years.
 - Photos/videos of historical significance: Permanent.
 - Photos/videos for maintenance or project purposes: 5 years (Permanent if related to historic buildings).
 - Website content: retained until superseded.
3. Minimum Retention: all releases must be retained no less than 5 years after the last use of the related material unless the retention schedule specifies longer.

5. Responsibilities

- Communications Department: ensures release compliance, signage posting, and attire guidelines.
- Department Heads: ensure their staff and contractors follow this policy.
- Records Management Officer: ensures releases and related records are retained according to schedule and remain retrievable.

Comment Moderation & Terms of Use

Communications Department (Draft)

1) Why We Have This Policy

The City welcomes community conversation on our official pages, like Facebook, Instagram, X, Nextdoor, YouTube, and our website. We want everyone to share their views. We moderate comments to keep the discussion respectful, safe, and focused on City business.

These pages are considered “limited public forums,” which means people can share opinions, including critical ones, but discussions must stay on-topic and follow the rules in this policy.

2) Where These Rules Apply

- These rules apply to all City-operated pages where comments are allowed.
- A link to this policy will be placed in the “About” section or profile bio of each page so people can always find it.

3) Rules for Posting Comments

We encourage open conversation, but comments may be hidden or removed if they include:

1. Obscene, graphic, or sexual material.
2. Profanity, bullying, or harassment.
3. Hate speech or discriminatory remarks against protected groups.
4. Threats of violence, encouraging crime, or promoting illegal activity.
5. Private information about yourself or others (such as addresses, Social Security numbers, or financial details).
6. Spam, malware, or repeated/off-topic posts that interrupt discussion.
7. Ads, promotions, or sales pitches.
8. Sharing copyrighted or trademarked material illegally.
9. Information that could put public safety or ongoing investigations at risk.
10. Political campaigning for or against a candidate or ballot measure.
11. Comments completely unrelated to the topic of the post.

Important to know:

- Staff usually review comments during normal business hours.

- All comments and messages on City pages are public records. They may be shared if requested under the Georgia Open Records Act (GORA).

4) How the City Moderates

- We do not delete comments just because we disagree with someone's opinion.
- If a comment breaks the rules, staff will take a screenshot and record the date, time, username, and reason before removing it.
- All content, including posts, edits, deletions, and direct messages, is stored in the City's archive system.
- If comments are turned off on a post, they are turned off for everyone equally.
- If a platform does not allow us to remove harmful content, we will report it to the platform and record that action.
- For urgent issues like threats, doxxing (posting someone's personal information), or safety concerns, staff can remove content immediately and document it afterwards.

5) What Happens if Rules Are Broken Repeatedly

- First violation: Comment may be removed or hidden, and the user is sent a link to this policy (Warning #1).
- Second violation: Another warning (Warning #2).
- Third violation: The user may be blocked for a period of time allowed by the platform.

6) Appeals

If you believe your comment was removed unfairly, you may email the City's Communications Department. Please include the link to the post, the date and time, and why you believe it should stay up. The City will review and respond within 5 business days.

7) Pages Run by Officials or Employees

- This policy covers City-run pages.
- If elected officials or employees use their personal pages for official City business, those pages may also be treated as public forums.
- The First Amendment protects people's right to share opinions about government. This means officials and staff cannot remove comments just because they are critical of the City. Rules should only be enforced when comments clearly break the rules listed in Section 3.

8) Public Notice to Display on Each Page

“This page is a limited public forum for discussing City programs and services. We moderate using our Terms of Use to keep conversations respectful, on-topic, and lawful. We do not remove comments just because we disagree with them. Posts and messages may be public records under Georgia law.

Summary:

This policy keeps online discussions safe, respectful, and useful while protecting everyone’s rights under the First Amendment and ensuring compliance with Georgia’s records laws.

Newsletter Policy for Email & SMS

(City of Mableton Communications Department)

DRAFT

1) Purpose & Scope

Set standards for collecting subscribers, sending email/newsletters, honoring unsubscribes, segmenting by district, managing suppression lists, archiving as public records, and coordinating with Council member newsletters.

2) Roles

- **Communications (Owner):** Runs the City’s email platform, templates, lists, suppression, accessibility checks, and archives; trains departmental editors.
- **Department Liaisons:** Provide approved content on deadlines; ensure facts/links are correct.
- **City Clerk/Records Officer:** Ensures retention/disposition per Georgia Archives schedules.
- **IT:** Ensures security of all third-party software used for newsletters or e-blasts.

3) List collection (opt-in, consent, and privacy)

- **Opt-in only.** Subscribe via City web forms, event QR codes, or paper signups.
- **Double opt-in (recommended).** Use confirmation SMS and/or emails for quality assurance to avoid bots.

4) Segmentation & districts

- Maintain segmented lists (e.g., **citywide**, service topics, and **Council district, department** lists). Residents may select one or more Council districts, service topics or departments, and are allowed to change their selection at any time.

5) Frequency caps & send windows

- **Citywide newsletter:** up to **1x per month** max (usual cadence: monthly/quarterly).
- **Department/topic lists:** up to **1x per month** max (usual cadence: monthly/quarterly).
- **Council member newsletters:** up to **1x per month** max (usual cadence: monthly/quarterly).

6) Required footer elements (CAN-SPAM best practices)

All bulk sends must include:

1. **Clear unsubscribe** (one-click or reply), visible in the footer.
2. **Physical postal address** of the City.
3. **Sender identity** (department or council office), accurate “From” name/email, and truthful subject lines.

Note: Government informational emails aren’t “commercial,” but we follow CAN-SPAM best practices to protect residents and reduce complaints. Key CAN-SPAM duties include truthful headers/subjects, a valid **physical address**, an easy **opt-out**, and honoring opt-outs within **10 business days**. [Federal Trade Commission](#)

7) Unsubscribes & suppression lists

- **Honor within 10 business days.** Do not charge fees, require more than an email address, or force more than a single web page to opt out.
- **Maintain a suppression list** to prevent future sends to opted-out addresses, and don't share/sell those addresses except to vendors needed for compliance.

8) Content standards (what we send)

- **Resident-first, non-campaign content.** City emails & SMS must provide public information/services—not electioneering. Use plain language; link to an official City web page; include accessible alt text and captions for images/GIFs/videos.
- **No use of City resources for campaigns.** Staff and council offices may not use City lists/content for campaign purposes (consistent with municipal ethics guidance and enforcement elsewhere).

9) Accessibility

- Follow WCAG 2.1 AA patterns in templates: semantic headings, meaningful link text, sufficient contrast, alt text, and captioned videos.

10) Council member newsletters (coordination rules)

- **Separate lists per office** (residents choose which offices to follow).
- **City vs. campaign separation:** Council offices may use City tools/lists for official business only—not for campaign material, fundraising, or endorsement.
- **Footer & identity:** Show the council office name, **City postal address**, and unsubscribe.

11) Approvals & change-control

- **Editorial review:** two-person check for accuracy/accessibility before scheduling.
- **Schedule control:** Communications manages a send calendar to avoid overlapping high-volume sends (e.g., no more than two citywide sends per day).

12) Archiving & records

- Treat the **final distributed newsletter** as a **Publication** and retain **one record copy permanently**.
- Treat list management and unsubscribe confirmations as routine admin records; retain per the City's records schedule. (Open Records requests and correspondence retain **3 years, LG-01-027.**) georgiaarchives.org.

13) Metrics & ownership

- **Communications own analytics** (open/click rates, growth, unsubscribes) and publishes a quarterly dashboard of engagement.

14) Vendor management & security

- All email platforms must support: SSO/MFA, sender authentication, custom footers, suppression lists, list exports for records, and role-based permissions.

15) Enforcement

- Violations (e.g., sending without unsubscribe/address, misusing lists for campaigns, ignoring suppression) may result in loss of sending privileges.

NOTICE OF PHOTOGRAPHY & FILMING

City of Mableton

By entering, you consent to being filmed by the City of Mableton. Your likeness may be used in City communications and promotions. By entering, you release the City and its staff from any liability. If you don't want to be recorded, please inform City staff.

City of Mableton

Photo & Video Release Form

I, the undersigned, hereby grant the **City of Mableton** the rights and permission to use photographs, video recordings, and/or audio recordings of me for all communications including but not limited to the following purposes:

- The City's official website
- Social media platforms
- Marketing, educational and promotional materials

I understand and agree that:

1. **Ownership & Rights:** All photographs, video, and audio recordings are the property of the City of Mableton. I waive any right to inspect or approve the finished product(s).
2. **Compensation:** I will not receive payment or other compensation for the use of my likeness.
3. **Duration:** This consent is in perpetuity, worldwide, and may not be revoked.
4. **Release of Liability:** I release and discharge the City of Mableton, its employees, contractors, and agents from all claims, demands, or causes of action arising out of the use of such images or recordings.

Consent & Acknowledgment

Printed Name: _____

Signature: _____

Date: _____

Parent/Guardian Signature (if under 18): _____

Printed Parent/Guardian Name: _____

Records Management & Archiving Policy

Communications Department **(Draft)**

1. Purpose & Scope

This policy establishes how the Communications Department classifies, retains, secures, and produces public records—regardless of format. Covered records include:

- Social media (posts, edits, deletions, comments, DMs where possible)
- Website content
- Email newsletters and list logs
- Press releases
- Photographs and videos
- Text messages used for official City business

Retention is based on a record's content and function, not its format. All requirements apply equally to analog and digital records.

2. Legal Basis

All City communications are public records and must be preserved and produced upon request unless an exemption applies. State and local government retention schedules establish the minimum retention periods for all record categories.

3. Retention Schedule Mapping

Retention is content-based. Communications staff must use the following guide when filing records:

Record Type	Minimum Retention
Open records requests & correspondence	3 years
Publications (newsletters, brochures, handbooks – one record copy)	Permanent
Press releases / official news (final)	Permanent (one copy)

Draft press releases	Useful life
Website content (published pages)	Until superseded
Special event records (run-of-show, permits, vendor communications, collateral)	5 years after event
Milestone event records (e.g., State of the City, major dedications)	Permanent
Photos/videos – historical significance	Permanent
Photos/videos – project documentation	5 years (permanent if documenting historic building work)
Photos/videos – routine/no historical value	Useful life
News clippings/scrapbooks	Permanent (scrapbooks); useful life (loose clippings)
Periodic reports (e.g., comms dashboards)	3 years
Meeting agendas/minutes/packets	Minutes: Permanent; other records: 5 years
Policies & procedures (e.g., this policy, SOPs)	Permanent (one copy)
Transitory records (FYIs, routine notices, scheduling chatter)	Useful life

Example: A post announcing a road closure is filed under “Special event/incident notice.” The platform does not change the retention period—content does.

4. Capture Standards

Social Media

- Archive must capture posts, media, comments, reactions, edits, deletions, timestamps, handles, permalinks, and private messages where supported.

- Staff must not delete content to avoid retention; if removal is required, the archive still preserves the original.

Website

- Publish official notices on the City website. Retain page versions until superseded. Export critical pages (e.g., emergency alerts) to PDF before replacement.

Email & Newsletters

- Retain the final distributed version as the record copy. Maintain list logs and delivery reports for request fulfillment.

5. Producing Records

- Intake: Forward requests to the City Clerk within one business day.
- Response Timeline: Under the Georgia Open Records Act, the City must provide access to or copies of records within three business days of receiving a request. If records cannot be provided within that time, the requester must be notified in writing within three business days with an explanation and a timeline for when the records will be available.

Summary: This policy ensures all communications records are properly classified, securely retained, and lawfully produced to maintain transparency and compliance.

City of Mableton

Social Media Policy

Department of Communications (DoC)

August 2025

(DRAFT)

1) Purpose

This social media Policy establishes rules for the City of Mableton's official social media presence.

City social media exists to do the following:

- Share the City's mission, meetings, programs, services, and projects.
- Promote City-owned, City-sponsored, and City-partnered events.
- Provide timely updates, alerts, and a call to action for residents, businesses, and external stakeholders.

Supplemental, not a substitute. Social media does **not** replace the City's official website (www.mableton.gov). It serves as a **gateway** that drives users to the website for authoritative, detailed information, forms, and services. Most of the time, content should be created with this principle in mind.

The City has an overriding interest in protecting the integrity and accuracy of information attributed to the City and its officials.

2) Definitions

- **Social Media Sites:** Platforms that allow publishing and interaction (e.g., Facebook, Instagram, X/Twitter, YouTube, LinkedIn).
- **City Social Media Sites:** Accounts the City establishes, maintains, and fully administers; these supplement—not replace—official City notices and communications.
- **Posts/Postings:** Information, articles, images, videos, or any other communication published on City social media.

3) General Policy

- 3.1 **Primary channel:** www.mableton.gov remains the primary and authoritative online communication channel.
- 3.2 **Account creation:** Establishing any City social media site requires **DoC approval**.
- 3.3 **Branding & disclosure:** Accounts must bear the City name/logo, state they are maintained by the City, and comply with this Policy.
- 3.4 **Link-back:** When applicable, posts should direct audiences to www.mableton.gov for forms, documents, and services.
- 3.5 **Administration & moderation:** The DoC manages and monitors content, may edit/remove posts under this Policy, and may terminate any City account at any time.
- 3.6 **Compliance:** Accounts must follow platform rules and all applicable federal, state, and local laws.
- 3.7 **Public records:** City social media content is subject to the Georgia Open Records Act and applicable retention schedules.
- 3.8 **Roles:** The DoC designates administrators/editors for official accounts.
- 3.9 **Professional conduct:** Employees representing the City online must conduct themselves professionally and follow City policies.
- 3.10 **Official contact info:** Use City-issued contact information for setup and access; personal accounts may not be used.
- 3.11 **Elected officials' accounts:** The DoC does not manage or administer elected officials' personal or campaign accounts.
- 3.12 **Personal vs. official use:** Staff and elected officials should avoid using personal accounts to conduct City business. Where official duties are discussed, actions may trigger constitutional and records obligations, direct users to official City pages whenever feasible.

4) Content Framework

Citywide appeal: Content posted to official City pages must have broad citywide relevance or significant district interest and be City-owned, City-sponsored, or a City partnership.

4.1 Eligible Content

- **City-Owned Events** – Organized/executed solely by the City, its officials, or departments.
- **City-Sponsored Events** – Supported by City resources or funding.
- **City Partnerships** – Joint initiatives between the City and external organizations where the City plays an active role.

4.2 Relevance Requirements (one or more)

- **Informative** (registrations, town halls, tax deadlines, service changes)
- **Time-Bound** (awareness months, renewal periods, seasonal reminders)
- **Celebratory** (major project completions, recognitions, awards)
- **Event-Based** (festivals, concerts, community gatherings)
- **Call to Action** (sign-ups, volunteer drives, newsletters)

- **Urgent/Emergency** (service outages, safety alerts)

4.3 Ineligible Content

- Events without City ownership/sponsorship/partnership
- Private/commercial promotions
- Political campaign-related content
- Personal views of employees or officials
- Confidential, discriminatory, profane, sexual, illegal, or unsafe content

5) Content Guidelines

5.1 The City must have rights to any photos, videos, or materials it posts.

5.2 Authorized staff must comply with each platform's terms of service.

5.3 Posts reflect the City's official position; personal views are not permitted.

5.4 Employee names may appear only where job duties require public contact.

5.5 If content is removed under this Policy, a record (time, date, poster identity when available) must be retained.

5.6 The DoC may add or remove platform functionality as needed.

5.7 **Accessibility (ADA):** Use plain language; provide alt text for images and captions for video; ensure readable link labels; verify adequate color contrast; avoid text-in-image or provide accessible equivalents; always link to accessible pages on **mableton.gov**. A pre-publish reviewer must verify these items.

5.8 **Gateway standard:** Include a clear link and call-to-action to **mableton.gov** whenever possible.

5.9 **Quality control:** Every post must receive a **second pair of eyes** (DoC reviewer or manager/director for a department page) prior to publication.

5.10 **Video attire standards:** Staff and elected officials featured in City video content must wear **business or business-casual attire**, or an **official City-logoed polo/t-shirt**. Unprofessional or off-brand attire is not permitted.

5.11 **Minors:** Do not publish personally identifying info for minors. Obtain parent/guardian consent for close-up imagery or named recognition unless at large public events where no individual minor is the focal point.

6) Submission Protocol for Other Departments

Send requests to **communications@mableton.gov** at least **two (2) weeks** before the desired posting date (emergency exceptions apply). Include:

- Title and description (≤100 words preferred)
- Sponsoring department/official and classification (owned/sponsored/partnership)

- Date, time, location (if applicable)
- Link to the relevant **mableton.gov** page
- High-resolution graphics/photos
- Point of contact

Approval: All submissions are subject to DoC review. The DoC has final discretion to approve, revise, or decline.

7) Emergency Protocol

For urgent public safety or service disruptions, the DoC may bypass standard timelines and post immediately, coordinating with emergency operations protocols.

8) Pathway for Department-Specific Social Media Accounts

8.1 Eligibility standard

Departments must demonstrate sufficient relevant content to sustain the following:

- **Daily posting capacity for one year**, and
- A minimum of **2–4 posts per week** throughout that year.

8.2 Proposal requirements (submit to **communications@mableton.gov**):

- **Business Case & Alignment:** Purpose, audiences, why Citywide channels are insufficient.
- **Content Plan:** A 12-month plan proving daily content capacity and a **sample 60-day editorial calendar**.
- **People & Process:** Named account manager and backup; moderation/response workflows; after-hours escalation.
- **Compliance & Risk:** Accessibility plan, **records/archiving plan**, security (MFA/central credentialing), brand standards.

8.3 Approval & Pilot

Final approval authority: **Department of Communications**. Approved accounts begin with a **6-month pilot**. The DoC may extend, consolidate into City channels, or discontinue accounts that fail standards.

8.4 Governance after approval (Training & Access)

- City retains ownership of handles and full admin rights; credentials centrally managed by DoC with **MFA**.
- Before posting access, staff must complete annual training (brand, accessibility, records/archiving, incident response, comment policy).
- Quarterly KPI reporting to DoC is required; access may be suspended for non-compliance.

9) Comment Moderation & Terms of Use

City social media sites are **limited public forums** (see **limited public forum policy**). The City may hide/remove comments that are not topically related to the post, contain profanity, discrimination, sexual/illegal content, threats, spam/solicitations, content compromising public safety/security, or infringe on legal rights.

- **No viewpoint discrimination:** Negative or critical comments that do not violate this Policy must not be removed.
- **Terms of Use link:** Each channel must display or link to a **Comment Policy/Terms of Use** summarizing these rules and noting that removed content will be retained as a public record.
- Removed content must be archived with metadata.

10) Records, Retention, and Open Records

10.1 Georgia Law

Under the Georgia Open Records Act, social media content related to City business is a **public record**. This includes posts, comments/replies, direct messages used for City business, edits and deletions, and **metadata** (timestamps, user IDs, edit/deletion history, attached media). Requests must be fulfilled within **three (3) business days** unless a legal exemption applies.

10.2 Archiving requirement

The DoC will maintain a **City-approved archiving system** that captures **content + context + structure + metadata**, including:

- All posts and comments (including those later deleted)
- Edit/deletion history
- Timestamps and user IDs
- Images and video at usable quality

Screenshots or manual copy/paste are insufficient. Departments with approved accounts must verify capture daily and include archiving status in quarterly reports.

10.3 Deletions and moderation

Content may be removed only if it **clearly violates** this Policy. Deleting negative but policy-compliant comments is prohibited. Records of removed content must be retained.

10.4 Retention & disposition

Social media records will be retained and disposed of in accordance with approved City/State retention schedules and documented disposition procedures.

11) Security & Access

- DoC manages all credentials and requires **multi-factor authentication**.
- Apply least-privilege access; review page roles quarterly.
- Immediately revoke access upon staff departure or role change.
- **Incident response:** Suspected compromise triggers immediate password reset, MFA review, public notice if warranted, and audit of recent activity.

12) Standards Alignment & Annual Review

This Policy aligns with common U.S. municipal best practices (website-first approach; centralized governance; records/archiving with metadata; limited-public-forum moderation). The DoC will conduct an **annual policy review** to remain platform-neutral and reflect changes in law, platforms, and community needs.

13) Monitoring & Response Standards (SLAs)

- **Monitoring window:** Mon–Fri, 8 a.m.–5 p.m. ET (urgent issues escalate via on-call PIO).
- **Resident inquiries:** Acknowledge within **1 business day**; resolve/route within **2 business days**.
- **Direct messages:** Treat as public records; route service requests to official forms on **mableton.gov** and log the handoff.

14) Paid Social / Boosting

- Any advertising/boosting requires **DoC approval**, a funding source, and a review of audience targeting (no sensitive traits or political content).
- Political advertising is **prohibited** on City pages.
- Retain **screenshots of creative, targeting, dates, and spend** for the record.

15) Language Access

For life-safety alerts, major notices, and high-traffic evergreen content, provide **Spanish** (and other priority community languages as feasible) or link to translated pages on **mableton.gov**.

16) Elections Guidance

During election seasons, City channels must remain **strictly neutral**:

- No endorsements or opposition for candidates or ballot measures.
- No sharing campaign events or partisan content.
- Informational election content must be neutral and link to official election resources.

Video & Photo Settings Guideline

This document provides the recommended export and upload settings for video and photography content created for the City of Mableton.

General Video Settings

Use these core settings for all exported videos:

- **Format:** H.264 codec in an .mp4 file format.
 - **Audio:** AAC codec, 48kHz, stereo, 320 kbps.
 - **Color Space:** sRGB.
 - **Quality:** Check *Render at Maximum Depth* and *Use Maximum Render Quality*.
-

Platform-Specific Video Guidelines

TikTok & Instagram Reels

- **Aspect Ratio:** 9:16 (vertical).
 - **Resolution:** 1080 x 1920 px.
 - **Frame Rate:** 30 fps
 - **Bitrate:**
 - VBR, 2-pass encoding. Target: 18–25 Mbps.
 - Optional: CBR at 30 Mbps.
-

Facebook

- **Aspect Ratios & Resolution:**
 - Landscape (Desktop): 16:9 1920 x 1080.
 - Stories: 9:16 → 1080 x 1920.
 - **Frame Rate:** 30 fps.
 - **Bitrate:**
 - 1080p: 8 Mbps.
 - **File Size:** Under 4 GB.
-

YouTube Shorts

- **Aspect Ratio:** 9:16 (vertical).

- **Resolution:** 1080 x 1920 px.
- **Frame Rate:** 30 fps
- **Bitrate:** VBR, 2-pass encoding. Target: 8–12 Mbps.

Youtube Long Form

- **Aspect Ratio:** 16:9.
 - **Resolution:** Match Source.
 - **Codec:** H.265
 - **Frame Rate:** 30 fps
 - **Bitrate:** VBR, 2-pass encoding. Target: 8–12 Mbps.
-

Image Export Guidelines

General Image Settings

- **Format:** JPEG.
 - **Color Space:** sRGB.
 - **Sharpening:** Apply light extra sharpening to offset platform compression.
-

Instagram

- Square (1:1): 1080 x 1080 px.
- Portrait (4:5): 1080 px wide.
- Landscape (1.91:1): 1080 px wide.

Facebook

- Regular Photos: 1080 px wide.
- Cover Photos: 851 x 315 px (under 100 KB to avoid compression).

LinkedIn

Profile Photo:

- 400 x 400 px (1:1 ratio)
- JPG/PNG, ≤ 8MB

Cover / Banner Image:

- 1584 x 396 px (4:1 ratio)

Video Posts:

- Ratios: 1:1 (square), 16:9 (landscape), 9:16 (vertical)
- Recommended size: 1920 x 1080 px (16:9) or 1080 x 1920 px (9:16)
- Max length: 10 minutes

- File size: $\leq$ 5GB
-

X (Twitter)

Profile Photo:

- 400 x 400 px (1:1 ratio)

Header / Banner Image:

- 1500 x 500 px (3:1 ratio)

In-Feed Images:

- Single image (landscape): 1200 x 675 px (16:9)
- Single image (square): 1200 x 1200 px (1:1)
- Multiple images:
 - 2 images: 700 x 800 px each
 - 3 images: Left = 700 x 800 px, Right (2 stacked) = 1200 x 686 px
 - 4 images: 1200 x 600 px each

Video Posts:

- Ratios supported: 1:1, 16:9, 9:16
 - Recommended: 1920 x 1080 px (16:9)
 - Max length: 2 minutes 20 seconds (unless X Premium, then up to 2 hours)
 - File size: $\leq$ 512MB
-

City of Mableton

Website Governance & Content Management Policy

(Communications Department)

(DRAFT)

1. Purpose & Scope

This policy establishes how the City of Mableton manages official website content. It defines roles, workflows, review cycles, quality standards, archiving, and enforcement for all content on City-owned web properties.

The goal is to ensure the following:

- Clear, accurate, timely, and accessible information.
- Consistent voice and branding.
- Transparency and trust in government communication.
- Compliance with the Georgia Open Records Act (GORA) and accessibility requirements under the Americans with Disabilities Act (ADA).

2. Roles & Responsibilities

Communications Director

- Policy steward and owner of content governance.
- Oversees editorial direction, tone, and brand alignment.
- Chairs the Website Policy Committee for dispute resolution.

Content Coordinators (within each department)

- Draft content and submit updates for their departmental pages.
- Ensure accuracy, timeliness, and compliance with laws and policies.
- Review departmental web pages at least once every six months.

Publishers (designated Communications staff & directors)

- Edit for plain language, clarity, accessibility, branding, and compliance.
- Verify metadata (owner, publish date, last reviewed).

- Approve and publish final content.
- Manage page lifecycle (redirects, de-publishing, archiving).

Website Policy Committee

- Comprised of the City Manager, Communications Director, and IT Director.
- Resolves disputes, sets governance standards, and approves major content changes.

3. Content Workflow

1. **Drafting**
 - Content Coordinators draft and submit through the CMS or designated editorial queue.
 - Drafts must include: page owner, publish date, supporting documents/links.
2. **Approval & Publishing**
 - Review for accuracy, tone, plain language, accessibility, and branding.
 - Verify compliance and push content live.
 - Each published page displays a “**Last Updated**” date.
3. **Review & Maintenance**
 - Content Coordinators must review each page at least every six months.
 - CMS reminders notify overdue reviews.
4. **Retirement & Archiving**
 - Outdated content is retired.
 - Pages are redirected (301 redirect) where appropriate.
 - Archived content is stored per the Georgia Archives Retention Schedule and GORA.

4. Content Quality & Accessibility Standards

All City web content must be:

- **Plain Language:** Written clearly for residents, free of jargon.
- **Accurate & Timely:** Verified by departmental owners before publishing.
- **Accessible:** Compliant with Web Content Accessibility Guidelines (WCAG) 2.1 AA, including alt text, headings, captions, and contrast.
- **Consistent with Brand:** Aligned with City voice, tone, and style guidelines.
- **Safe with Data:** No Personally Identifiable Information (PII) should appear in public content unless required for a service, with disclosure of purpose and retention.

5. Metadata & Review Cadence

- ❑ Each page must include metadata: Content Owner, Publish Date, and Last Reviewed Date.
- ❑ Review cycle: Every six months by Content Coordinators.
- ❑ Communications monitors review compliance and issues reminders.

6. Archiving & Redirect Strategy

- ❑ Outdated or redundant pages are retired with proper 301 redirects to preserve navigation and search value.
- ❑ Archived versions are stored according to the City's Records Retention Schedule and GORA requirements.
- ❑ Emergency notices and critical updates are retained as permanent records.

7. Measurement & Reporting

The Communications Department tracks:

- ❑ Page traffic, search terms, bounce rate, and time-on-page.
- ❑ Content freshness (review dates).
- ❑ Accessibility compliance.
- ❑ Broken links and redirect accuracy.

Analytics Reports are created on a quarterly basis by Dept. of Communications.

8. Training & Governance

- ❑ **Training:** All Publishers and Content Coordinators complete onboarding on plain-language writing, accessibility, and governance standards.
- ❑ **Annual refresher training** is required for all content contributors.
- ❑ Communications may conduct workshops for departments to improve writing for the web.

9. Enforcement & Escalation

Violations include:

- ❑ Publishing content without approval.
- ❑ Failing to review pages within deadlines.
- ❑ Posting content inconsistent with City brand or accessibility standards.
- ❑ Publishing PII or other non-compliant material.

Actions:

- First violation: content unpublished and notice sent to Content Owner.
- Repeated violations: removal of publishing rights.
- Severe or repeated breaches: disciplinary action under City HR policy.

10. Policy Review

- This policy is reviewed annually by the Communications Department and the Website Policy Committee.
- Updates are adopted as needed to align with new laws, state guidance, or best practices.



AGENDA ITEM MEMORANDUM

MEETING OF: December 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Resolution to Adopt FY 2026-2027 City Wide Fee Schedule
- Administrative Supervisor Lily Smith

BACKGROUND/SUMMARY: This is the Master Fee Schedule for all departments that have fees citywide.

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: Recommend for approval and move to the consent agenda.

ATTACHMENTS:

1. 2025 Master Fee Schedule
2. Master Fee Schedule Resolution Rev. 12.5.25



City of Mableton Master Fee Schedule FY 2025-2026

1400 Veterans Memorial Highway SE, Suite 134-200, Mableton, Georgia 30126, United States
(404) 590-2511

<https://mableton.gov/>

*Any Municipal Court Related Fees Will Be Accessible In A Seperate Document

Department	Fee Category	Fee Amount	Reference, Purpose and Background
City Clerk	Copies	10 cent page	Open Records Act-§50-18-71 (c) 2
	Open Records Request- Time of Staff	Lowest Hourly Rate of Qualified Person able To Retrieve Record	Open Records Act-§50-18-71 (c) 1
Parks and Recreation	Food Truck	\$50.00	N/A
	Food Cart	\$50.00	N/A
	Food Trailer	\$50.00	N/A
	Non-food vendor/retailer	\$50.00	N/A
	Non-profit vendor/retailer	\$0.00	N/A
Waste, Sustianability and Beautification- Reference ORD 2025-01-01	<u>Waste Hauler Application Fees Based on Prior Year Gross Receipts - Due Annually</u>		
	Application/Renewal Fee	\$115.00	Gross Reciepts Cacluated \$0 - \$99,999
	Application/Renewal Fee	\$215.00	Gross Reciepts Cacluated \$100,000 - \$249,999
	Application/Renewal Fee	\$375.00	Gross Reciepts Cacluated \$250,000 - \$499,999
	Application/Renewal Fee	\$500.00	Gross Reciepts Cacluated \$500,000 and greater
	<u>Solid Waste Programming Fees</u>		
	Decal Fee	\$25.00 per set of 2 decals	2 decals required per waste hauler vehicle
	Late Application/Renewal Fee	25% of annual application/renewal fee	Waste haulers must apply/renew application yearly
	Late Quarterly Report	\$150 per late report	Waste haulers must submit a quarterly report
	Late Quarterly Fee	10% of the quarterly amount due	Waste hauler quarterly fees are based on quarterly gross reciepts
	Interest on Late Quarterly Fee	15% per month overdue	Waste hauler quarterly fees are based on quarterly gross reciepts
	<u>Fines for Sanitation, Litter, and Ordinance Violations</u>		
	Solid Waste Vendor Fine	\$1,000 per day	Operating without City approvals (not an approved waste hauler)
	Solid Waste Vendor Fine	\$500 per occurrence	Failure to adhere to identification requirements (decals on trucks)
	Solid Waste Vendor Fine	\$300 per occurrence	Non-compliance with vehiclte loads and container requirements
	Solid Waste Vendor Fine	\$500 per month until compliant	Failure to offer or educate on recycling program
	Solid Waste Vendor Fine	\$1,000 per occurrence	Improper disposal or transfer of waste
	Solid Waste Vendor Fine	\$250 per complaint	Customer service non-compliance (complaints)
	Commercial Businesses Fine	\$750 per occurrence	Improper disposal of waste
	Commercial Businesses Fine	\$250 per occurrence	Failure to secure waste in appropriate containers
	Commercial Businesses Fine	\$1,000 per occurrence	Unlawful dumping or littering
	Commercial Businesses Fine	\$1,000 per occurrence	Non-compliance with construction site waste control
	Residential Fine	\$100 per occurrence	Improper disposal of household waste
	Residential Fine	\$50 per occurrence	Failure to secure trash in covered containers
	Residential Fine	\$150 per occurrence	Littering or unlawful dumping - minor (small items)
	Residential Fine	\$500 per occurrence	Littering or unlawful dumping - major (large items)
	Residential Fine	\$75 per occurrence	Non-compliance with yard waste disposal
	C&D Vendor Fine	\$1,000 per day	Operating without City approvals (not an approved waste hauler)
	C&D Vendor Fine	\$750 per occurrence	Failure to segregate C&D waste from other waste (construction & demolition)
	C&D Vendor Fine	\$1,000 per occurrence	Improper disposal or transfer of waste
	C&D Vendor Fine	\$1,000 per occurrence	Non-compliance with construction site waste
	C&D Vendor Fine	\$1,000 per occurrence	Failure to allow or facilitate city audits of records
Community Development	<u>BUILDING PERMIT FEE SCHEDULE</u>		
	<u>One and Two Family Building Permit Fees -Residential Permit Fees</u>		
	Permit fees for new complete building construction are calculated using the Internaaonal Code Council Building valuation Data at a rate of \$6.00 per \$1,000 of estimated construction cost.		



City of Mableton Master Fee Schedule FY 2025-2026

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Department	Fee Category	Fee Amount	Reference, Purpose and Background
Development - This includes, Building Inspection, Planning and Zoning and Business License Departments	Steps to calculate fee: Step 1: Determine the construction Type and Occupancy Group from ICC Building Valuation Data Step 2: Find the construction Cost from ICC Building valuation Data using total square feet of construction Step 3: Mulply the construction Cost by 0.006 to determine the permit fee (\$6.00 per \$1,000 of estimated construction cost) Building permit fees will be updated annually to reflect the current published ICC chart. Building permit fees include Plan Review and Building inspections		
	Residential Permit Fees:		
	Cost of Construction:		
	Up to \$15,000	\$80.00	
	\$15,001 - \$25,000	\$150.00	
	\$25,001 - \$50,000	\$300.00	
	\$50,001 - \$75,000	\$450.00	
	Over \$75,001	\$6.00 per \$1,000 of construction cost	
	Other Fees (Applies to all permit types)		
	Certificate of Occupancy and (LOC) Letters of Completion	\$50.00 (New Homes Only)	
	Technology Fee (For all permit types)	\$15.00	
	Site Plan Review Fee	\$100.00	Applies to all New Homes, Additions, Decks, Pools, Retaining Walls, and Accessory Structures)
	Revision Fee	\$50.00	
	Permit Renewal Fee	\$100.00	
	Reinspection Fees	\$50.00	1st Reinspection
		\$75.00	2nd Reinspection
		\$100.00 (same fee each subsequent time)	3rd Reinspection:
	Pools	\$250.00 Minimum	
	Trade permit (Electrical, Plumbing, HVAC, Gas)	\$80.00	
	Demo or Retaining Walls	\$100.00	
	Demo - Historical Review Fee	\$50.00	
	Power Use Only - Power Reconnect	\$80.00	
	TCO Fee	\$500.00 (Subject to approval)	(Valid for a maximum 30 days)
	Penalty for construction Prior to Issuance of Permit	Double Permit Fee, Maximum \$1,000	
	Commercial and Multifamily Building Permit Fees		
	Permit fees for new commercial building construction are calculated using the Internaonal Code Council Building valuation Data at a rate of \$7.00 per \$1,000 of calculated construction cost Steps to calculate fee: Step 1: Determine the construction Type and Occupancy Group from ICC Building valuation Data Step 2: Find the construction Cost from ICC Building valuation Data using total square feet of construction Step 3: Multiply the construction Cost by 0.007 to determine the permit fee (\$7.00 per \$1,000 of estimated construction cost) Building permit fees will be updated annually to reflect the current published ICC chart. Building permit fees include Plan Review and Building Inspections.		
	Commercial Permit Fees		
	Cost of Construction:		
	Up to \$15,000	\$100.00	
	\$15,001 - \$25,000	\$175.00	



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*Any Municipal Court Related Fees Will Be Accessible In A Seperate Document

Department	Fee Category	Fee Amount	Reference, Purpose and Background
	\$25,001 - \$50,000	\$350.00	
	\$50,001 - \$75,000	\$525.00	
	Over \$75,001	\$7.00 per \$1,000 of calculated construction cost	
Additional Fees and Flat Fees by Permit Type			
	Free-standing Building with No Tenant Commercial Building valuation: X 80%	CO or LOC Fee: \$50.00	
	New Tenant / Interior Remodel / Vacant Tenant	CO or LOC Fee: \$50.00	
	Move-In	Review Fee: \$100.00	
	No Change of Use, No construction, No Utility Work	CO or LOC Fee: \$50.00	
	Townhomes / Group Homes / CLA / PCH	Site Plan Review Fee: \$100.00 Per lot. CO or LOC Fee: \$50.00	
	Cell Tower As determined by Site Plan Review, a Land Disturbance Permit may be required. Tank permits may be required by FMO and are separate.	Site Plan Review Fee: \$100.00 If an LDP is not required. New Tower Fee: \$850.00, Antenna Modificaon: \$500.00, Generator \$500.00	
	EV Charging Station As determined by Site Plan Review, a Land Disturbance Permit may be required.	Site Plan Review Fee: \$100.00 If an LDP is not required. LOC Fee: \$50.00 Electrical permit based on chart above	
	Re-roofs / Solar Panels	LOC Fee: \$50.00	
	Commercial Remodel in TYPE 1-A or 1-B construction	Calculated construction cost (x) 0.5	
	Commercial Remodel in all other construction types	Calculated construction cost (x) 0.75	
Commercial Building Permit Plan Review Fees			
	Revision Fees Minor (less than 10 pages changed)	\$150.00	
	Revision Fees Major (10 pages or more changed)	\$500.00	
	Expedited Fee	\$1,000 Approval Required	
	In-person Preliminary Plan Discussion	\$250.00	
	Site Plan Review Fee (Pools, Accessory Structure, Demo, Retaining Wall)	\$100.00 (If LDP is NOT required)	
	Minimum Contractor Change	\$250 Minimum Affidavit Required	
	Demo or Retaining Walls	\$100.00	
	Permit Renewal (approval required)	\$250.00	
	Technology Fee applied to all permit applicaons	\$15.00	
Note: Contract Agreement Price may be taken into consideration under special circumstances. Mixed Use Occupancy will be pro-rated. Phased projects will be charged 25% of the original permit fee for each phase.			
Land Development Permit Fees- Site Plan Review			
	Single Family Residental - Land Disturbance Permit	\$50.00 per lot (LDP) \$250.00 Minimum AND \$40.00 (x) Disturbed Acreage (NPDES")	



City of Mableton Master Fee Schedule FY 2025-2026

1400 Veterans Memorial Highway SE, Suite 134-200, Mableton, Georgia 30126, United States
(404) 590-2511

<https://mableton.gov/>

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Department	Fee Category	Fee Amount	Reference, Purpose and Background
	Commercial Townhomes/Condominiums – Land Disturbance Permit	\$200.00 (x) Disturbed Acreage (LDP*) AND \$40.00 (x) Disturbed Acreage (NPDES**)	
	Minimum Permit Fee	\$250.00	
	Site Plan Review Revisions	\$100.00	
	Plan Review Fee	\$250.00 per submittal for weekly plan review*	
	Plat Review: Final Plat or Lot Split/Combo/Merge	\$150.00	
	Final Plat Revision Review Fee	\$80.00	
	Technology Fee	\$15.00	
* Full fee charged for each type of LDP per project (Ex: Clearing-only LDP, Grading-only LDP, Full-site LDP)			
** NPDES fee only charged once per project and only if project has over one (1) acre of disturbance, or within 200' of state waters.			
Zoning Fee Schedule			
Rezoning / Future Land Use	* Fee amount based by acres from 0-100* Single-Family Residential - \$500 - \$2,500 +\$25 per acre / Medium Density Residential - \$700 - \$3,000 + \$25 per acre / Commerical, Industrial & Office - \$1,000 - 3,500 +\$25 per acre *Fee amount based on Square footage 0 - 500,001 + sqft. Medium/High Density Residential - \$750 - \$3,000 +\$25 per acre / Commercial, Industrial & Office - \$900 - \$2,000 + \$115 per 100,000 sqft. Maximum fee for any rezoning application \$10,000 \$300 sign fee deposit & 15.00 fee per sign	See Zoning Fees below for details.	
Variances (Residential, Churches, Livestock, Builders, and Commerical)	\$25.00 - \$500.00 / \$100 sign fee deposit & \$15.00 fee per sign	Application Fees: *Residential - \$150.00 Churches - \$450.00 Livestock - \$25.00 Builders - \$450.00 Commercial - \$500.00 *To qualify as a residential request, the applicant must be the present or future resident. In addition to the application fee, there is a deposit of \$100.00 for signs, which will be refunded if signs are returned within thirty (30) days after the final decision by the Board of Zoning Appeals. Sign deposits will only be refunded to the person or entity that originally paid the sign deposit. There will also be a fee of \$15.00 per sign issued by the Zoning Division; this fee will not be refunded.	
Temporary Land Use	\$150 (Exception: Poultry on less than two Acres \$75.00; renewal \$50.00 / \$100 deposit for Signs & \$15.00 per sign fee	\$150.00. (Exception: Poultry on less than two acres \$75.00; renewal \$50.00) In addition to the application fee, there is a deposit of \$100.00 for signs, which will be refunded if signs are returned within thirty (30) days after the final decision by the Mayor and Council. The signs must be returned to qualify for the refund. There will also be a fee of \$15.00 per sign issued by the Zoning Division; this fee will not be refunded.	
Special Land Use	\$1,000 - \$5,000 / \$300 Deposit for signs & 15.00 fee per sign	Application Fee - \$1,000.00 (Please note: The Mayor and Council has authorized the Zoning Division to charge a \$5000.00 consultant review fee for applications involving telecommunications towers and/or facilities. This fee must be paid when this application is submitted.)	
Other Business	\$300 + \$50.00 for additional request & \$15.00 per sign fee	Application Fee- \$300.00 for first request + \$50.00 for each additional request in addition to the application fee, there is a fee of \$15.00 per sign issued by the Zoning Division; this fee will not be refunded..	
Open Space Community (OSC) Overlay Zoning District	\$ 100 & \$15.00 fee per sign	No Breakdown	
Business License Fees			
	0 – 5 Acres	\$500	
	5 – 10 Acres	\$1,000	



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Department	Fee Category	Fee Amount	Reference, Purpose and Background
	10 – 20 Acres	\$1,500	
	20 – 100 Acres	\$2,000	
	100 + Acres	\$2,500 + \$25 per acre	
	Zoning District Medium/High Density Residential (RD, RA-5, SC, RM-8, RSL, FST, RM-12, MHPS, MHP)		
	Square Footage: 0 to 20,000 sq. ft.	\$700	Acres: 0 – 5 Acres- \$750
	20,001 to 50,000 sq. ft.	\$1,200	Acres: 0 – 5 Acres- \$750
	50,001 to 100,000 sq. ft.	\$1,500	10 – 20 Acres- \$2,000
	100,001 to 500,000 sq. ft.	\$2,000	20 – 100 Acres- \$2,500
	500,001 + sq. ft.	\$2,000 + \$90 per 100,000 sq. ft.	100 + Acres- \$3,000 + \$25 per acre
	Zoning District Commercial, Industrial, Office (LRO, NRC, LRC, OI, UVC, PVC, CRC, OMR, UC, OHR, OS, PSC, TS, GC, RRC, LI, HI)		
	0 to 20,000 sq. ft.	\$700	0 – 5 Acres- \$1,000
	20,001 to 50,000 sq. ft.	\$1,200	5 – 10 Acres- \$2,000
	50,001 to 100,000 sq. ft.	\$1,500	10 – 20 Acres- \$2,500
	100,001 to 500,000 sq. ft.	\$2,000	20 – 100 Acres- \$3,000
	500,001 + sq. ft.	\$2,000 + \$90 per 100,000 sq. ft.	100 + Acres- \$3,500 + \$25 per acre
	Occupational Tax Administrative Fee	\$55.00	
	Alcoholic Beverage Fee Schedule Annual Regulatory Fees Are Per Each		
	Bottle House Liquor	\$5,000.00	
	Spirituos Liquors - Package	\$5,000.00	
	Spirituos Liquors - Pouring	\$5,000.00	
	Bottle House Beer	\$600.00	
	Beer - Package	\$600.00	
	Beer - Pouring	\$600.00	
	Bottle House Wine	\$600.00	
	Wine - Package	\$600.00	
	Wine - Pouring	\$600.00	
	Sunday Sales - Package	\$500.00	
	Sunday Sales - Pouring Only	\$1,000.00	
	Farm Winery	\$600.00	
	Beer Pub	\$3,300.00	
	Manufacturer - Beer	\$3,300.00	
	Manufacturer - Wine	\$550.00	
	Manufacturer - Liquor	\$3,300	
	Wholesaler - Spirituous Liquors	\$1,650.00	
	Wholesaler - Beer	\$100.00	
	Wholesaler - Wine	\$100.00	
	Wholesaler - Liquor (Located Outside Of City Limits)	\$10,000	



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Department	Fee Category	Fee Amount	Reference, Purpose and Background
	Corkage (Only W/ Existing Pouring License)	\$100.00	
	Beer - Pouring - Veterans Organization	\$500.00	
	Wine - Pouring - Veterans Organization	\$500.00	
	Spirituous Liquor - Pouring - Veterans Organization	\$1,000.00	
	Sunday Sales Pouring - Veterans Organization	\$500.00	
	Free Standing Alcohol Vendor	\$1,000.00	
	Alcohol Catering	\$2,000.00	
	Alcohol Catering Permit (Each Event)	\$50.00	
	Alcohol Server Permit	\$10.00	
TEMPORARY SPECIAL EVENT: *Temporary special event alcoholic beverage license for trade show is \$100.00 PER DAY for EACH beverage type. *Temporary special event alcoholic beverage license for non-profit organizations is \$25.00 PER DAY for EACH beverage type.			
Application Fees			
	Application fee for new businesses with alcohol beverage	\$600.00	
	Application fee for change of ownership, change of licensee, or substitute licensee for alcoholic beverages	\$300.00	
Regulatory Fee Schedule			
Special Event Parking	\$55.00	Regular Application. With written permission from property owner, Zoning Division approval, and approval from any other necessary agency.	
Adult Entertainment	\$1,000.00	Adult Entertainment Application	
Amusement Rides	\$255 per week or \$55 per day	Amusement Ride Application	
Astrologist	\$1,500.00	Regular Application with Consent Form*	
Auctioneer	No regulatory fee	Regular Application with State Card	
Detective Agency	No regulatory fee	Regular Application with State Card	
Door - To - Door Sales	\$55 Renewal every 90 days	Door - to - door Application	
Escort Service Or Agency	\$1,500.00	Adult Entertainment Application	
Flea Market	\$1,500 vendor exempt	Flea Market Application	
Fortune Teller	\$1,500.00	Regular Application with Consent Form*	
Garbage Collector	\$1,500 vendor exempt	Regular Application. Must be approved by Solid Waste Division and Business License Supervisor	
Handwriting Analyst		Regular Application with Consent Form*	
Health Spa	\$200.00 regulatory fee	Health Spa Application	
Hypnotist	\$55.00	Regular Application with Consent Form*	
Modeling Service Or Agency	\$200.00 per practioner	Regular Application with Consent Form*	
Pawn Shop	\$500.00	Pawn Shop Application	
Peddler	\$55.00 Renewal every 30 days	Regular Application and Pedtler Application, with written permission from landlord, Zoning Division aproval, signed affidavit, and vehicle approval.	
Poolroom With Alcohol Only	\$110.00	Poolroom Application	
Psychic Reader	\$1,500.00	Regular Application with Consent Form*	



City of Mableton Master Fee Schedule FY 2025-2026

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Department	Fee Category	Fee Amount	Reference, Purpose and Background
	Precious Metals	No regulatory fee	Regular Application with Consent Form*
	Security Guard Agency	No regulatory fee	Regular Application with State Card
	Regulatory Work Permit	\$10 annual renewal required	

**A RESOLUTION ADOPTING THE CITY OF MABLETON FISCAL YEAR 2025-2026
MASTER FEE SCHEDULE FOR 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, this Resolution constitutes the first comprehensive Master Fee Schedule (the "Schedule") of its kind for the Municipality, outlining and clearly stating all fees collected by City departments for Fiscal Year 2025-2026, which begins on July 1, 2025;

WHEREAS, the fees outlined in the Schedule apply to services rendered by the City Clerk's Office, Sustainability Waste and Beautification (SWB) Department, and Community Development Department;

WHEREAS, the City recognizes the importance of a structured City Master Fee Schedule to ensure fairness and consistency in providing services;

WHEREAS, the City desires through this resolution to establish a Master Fee Schedule to help cover administrative and logistical costs associated with city services and operations; and

WHEREAS, the City Council finds this Resolution to be in the best interest 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. Adoption. The City hereby adopts the City of Mableton Fiscal 2025-2026 Master Fee Schedule attached hereto.

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

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

- (b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.
- (c) In the event that any phrase, 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.

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



AGENDA ITEM MEMORANDUM

MEETING OF: December 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: First Read - An Ordinance Amending the 2024-25 Spending Plan/Budget of the City of Mableton and for Other Lawful Purposes - Finance Director Karen Ellis

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. ORD Amending FY 2024-2025 Budget Rev. 12.3.25
2. MEMO Year End Budget Amendment
3. Proposed Amendment BA2025-001

**AN ORDINANCE AMENDING THE 2024-25 SPENDING PLAN/BUDGET OF THE
CITY OF MABLETON 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 approved spending plan/budget for the fiscal year 2024-25 was adopted on or about September 24, 2024;

WHEREAS, it has become necessary to amend said budget due to a review of budget-to-actual variances;

WHEREAS, the City Council has reviewed the proposed amendments to the budget and finds it to be in the best interest of the public welfare; 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.

- a. Approval.** The 2024-25 spending plan/budget is hereby amended as set forth in the attached "Budget Amendment", which is made a part of this Ordinance. This amendment includes adjustments to both revenues and expenditures.
- b. Appropriations and expenditures.** The City Council hereby authorizes the appropriations and expenditures as detailed in the attached Exhibit A. The total amount of the amendment is \$0.

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 December, 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



TO: William Tanks, City Manager
FROM: Karen Ellis, Finance Director
DATE: Submitted on November 20, 2025, for the December 10, 2025,
Regular City Council Meeting

AGENDA Budget Amendment for FY 2025 Budget.
ITEM:

SUMMARY:

Last year the City adopted a spending plan which supported assumptions at that certain point in time. As the fiscal year progresses, variances may arise between what was planned to be received or expended and what has actually been received or expended. This amendment will provide for a true-up to what the City anticipated for FY 2025 and what has occurred through the end of the fiscal year.

DISCUSSION:

Because budgeting is not an exact science, this amendment is necessary to create a more accurate presentation of FY 2025. Large variances must be explained to both external auditors and the State Department of Audits. Amendments of this type are routinely made to adjust for actual outcomes.

FUNDING AND FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends approval of the proposed Budget Amendment for FY2025.

REVIEW & APPROVALS:

Financial Review: Karen Ellis, Finance Director –
Legal Review: Emilia Walker-Ashby, City Attorney –
Concurrent Review: William Tanks, City Manager –

ATTACHMENT(S):

FY2025 Budget Amendment



FY 2024-25 General Fund Budget Amendment

BA2025-001
EXHIBIT A

12/10/2025

		From	To	(Increase) / Decrease
REVENUE				
Revenue	Motor Vehicle-TAVT	\$3,264,599.00	\$2,897,599.00	\$367,000.00
Revenue	Franchise Tax-Electric	\$2,705,600.00	\$1,815,600.00	\$890,000.00
Revenue	Franchise Tax-Natural Gas	\$749,330.00	\$555,330.00	\$194,000.00
Revenue	Franchise Tax-TV	\$0.00	\$190,000.00	(\$190,000.00)
Revenue	Business & Occupational Tax	\$1,449,235.00	\$2,624,235.00	(\$1,175,000.00)
Revenue	Building & Sign Permits	\$1,244,256.00	\$299,256.00	\$945,000.00
Revenue	SWB Charges	\$0.00	\$275,000.00	(\$275,000.00)
Revenue	Interest Revenue	\$0.00	\$75,000.00	(\$75,000.00)

Total **\$681,000.00**

		From	To	Increase / (Decrease)
EXPENDITURE				
Department	Risk Management*	\$0.00	\$17,000.00	\$17,000.00
Department	Facilities	\$810,000.00	\$1,200,000.00	\$390,000.00
Department	General Administration*	\$0.00	\$30,000.00	\$30,000.00
Department	Parks & Recreation	\$1,816,854.00	\$1,135,854.00	(\$681,000.00)
Department	Economic Development	\$0.00	\$20,000.00	\$20,000.00
Department	Data Processing / IT	\$932,178.00	\$475,178.00	(\$457,000.00)

Total **(\$681,000.00)**

*New Department

Net Change **\$0.00**



BASICS OF THE IPMC

AGENDA



- Basics of the IPMC Code Enforcement
- Establishing Minimum Standards for Health, Safety, and Welfare
- **Presenter/Department:** Jerry Silver, Code Enforcement

What is the IPMC?

- **Definition:** The [International Property Maintenance Code \(IPMC\)](#) is a model code developed by the International Code Council (ICC) that establishes minimum criteria for the **maintenance, occupancy, and appearance** of existing structures and premises.
- **Goal:** To protect the **public health, safety, and welfare** by ensuring that all buildings and properties are safe and

Scope: Applies to **all existing residential and nonresidential structures** and all existing premises and constitutes minimum requirements



Adoption and Authority

- **Local Adoption:** The IPMC is a model code; it only becomes law when formally **adopted by a local jurisdiction** (Mableton) [Source 1.4].
 - Local jurisdictions may amend, add, or delete sections upon adoption.
- **Legal Basis:** Enforcement is based on the government's **Police Power**—the authority to regulate private property use to protect the public good.
- **Code Official:** The **code official** (or appointed designee) is charged with the enforcement of the code (IPMC Chapter 1, Section 103.1).



KEY LEGAL PRINCIPLES

- **Fourth Amendment (Inspections):** Inspections require consent, a warrant, or exigent circumstances.
 - The Code Official must follow legal guidelines for **Right of Entry** (IPMC Section 104.3).
- **Fourteenth Amendment (Due Process):** Owners must receive **proper notice** of violations and an **opportunity to be heard** (appeals process) before final action or penalties are imposed



ENFORCEMENT PROCEDURES

- **The Enforcement Process**
- **Complaint/Inspection:** Investigation initiated by a complaint or a planned inspection.
- **Finding of Violation:** Official identifies a violation by citing the specific IPMC section.
- **Notice of Violation (NOV):** Formal written notice issued to the owner/responsible party.
- **Compliance Timeframe:** The NOV specifies a **reasonable time** for corrections. Timeframes are shorter for life-safety hazards.
- **Re-Inspection:** Verifies whether the violation has been corrected.
- **Action/Penalty:** If non-compliant, further action is taken (e.g., citation, fine, legal abatement, condemnation).

NOTICE OF VIOLATION

- **Contents of a Proper NOV (IPMC Section 107.2):**
 - A description of the **real estate** sufficient for identification.
 - A statement of the **violations** and the specific code sections violated.
 - A statement of the **required repairs and improvements**.
 - A **reasonable time** for correction.
 - A statement outlining the right to **appeal** the notice.
- **Service:** Must be properly served on the owner, usually by personal delivery or



SUMMARY & ETHICS

- **Uniformity:** Apply the code **consistently and uniformly** to all properties.
- **Documentation:** Thorough, objective, and clear **documentation** (notes, photos, notices) is essential for any enforcement action or court defense.
- **Goal:** The ultimate purpose is **compliance** and the correction of hazardous conditions, not merely punishment or revenue generation

THANK YOU





AGENDA ITEM MEMORANDUM

MEETING OF: December 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: REZ-2025-004 - 6851 Queen Mill Road (Tax Parcel 18040500240) - Request to rezone 4.0-acre parcel from R-20 to R-15 for the development of seven (7) single-family detached homes - (First Read) - Community Development Director Michael Hughes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. Queen Mill Rezoning Application RZ-25-004 (1) (1)
2. 11-06-2025 Update Information with Site Plan and Elevations (1)
3. HOA Declaration of Covenants for Queen Retreat 10-30-25 (1)
4. REZ-2025-004 Staff Report with PC
5. ORD 2025-12-02 Mableton Zoning Ordinance -6851 Queen Mill Road

FEE AMT: \$815.00
RECEIVED Paid

Attachment A

Application for Rezoning Mableton, Georgia

Application No. RE2 2025-004

PC Hearing Date: tentatively 10/9/25

M&C Hearing Date: 10/22/25

Applicant Alexander Propp Phone# 678-314-8702
(applicant's name printed)

Address 6630 Williamson Dr, Atlanta, GA 30328 E-mail paa110855@gmail.com

Property OWNER Address _____
(representative's name, printed)

Property OWNER Phone# _____ E-mail _____
(representative's signature)

Signed, sealed and delivered in presence of:

Nyree Simpson
Notary Public



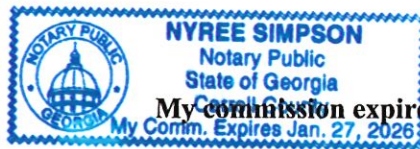
January 27, 2026

Titleholder Alexander Propp Phone# 678-314-8702 E-mail paa110855@gmail.com
(titleholder's name, printed)

Signature CHZ Address 6630 Williamson Dr, Atlanta
(attach additional signature, if needed) GA 30328

Signed, sealed and delivered in presence of:

Nyree Simpson
Notary Public



January 27, 2026

Zoning Request From R-20 to R-15
(present zoning) (proposed zoning)

For the Purpose of subdivision Size of Tract 4.2 Acre(s)
(subdivision, restaurant, warehouse, apt., etc.)

Location 6851 Queen Mill Rd, Mableton, GA 30126
(street address, if applicable; nearest intersection, etc.)

Land Lot(s) 18040500240 District(s) _____

We have investigated the site as to the existence of archeological and/or architectural landmarks. I hereby certify that there are no such assets. If any exist, provide documentation with this application.

CHZ
(applicant's signature)

We have investigated the site as to the existence of any cemetery located on the above property. I hereby certify that there is/is not such a cemetery. If any exist, provide documentation with this application.

CHZ

Attachment B

Application No. _____

Summary of Intent for Rezoning

Part 1. Residential Rezoning Information (attach additional information if needed)

- a) Proposed unit square-footage(s): 7 lots ranging from 15,240 to 22,000 sq. ft
- b) Proposed building architecture: 7 two-story houses with 3,000-5,000 sq. ft
- c) List all requested variances: 25' front setback for all lots due to grading/topography
- _____
- _____

Part 2. Non-residential Rezoning Information (attach additional information if needed)

- a) Proposed use(s): _____
- b) Proposed building architecture: _____
- c) Proposed hours/days of operation: _____
- d) List all requested variances: _____
- _____
- _____
- _____

Attachment C1

PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant - please see definition below)*

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? _____

No

If so, describe the nature and extent of such interest: _____

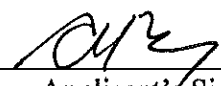
Does any member of the Mayor and Council or Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? No

If so, describe the nature and extent of such interest: _____

Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above? No

If so, describe the relationship and the nature and extent of such interest: _____

I certify that the foregoing information is true and correct, this 3d day of August, 2025.



Applicant's Signature

¹If the answer to any question is "Yes," then the Mayor or the member of the Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney, or other person representing or acting on behalf of a person who applies for a rezoning action

Attachment C2

CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant - please see definition below)*

Has the applicant² made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? No

If so, the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of Mableton within ten (10) days after this application is first filed.

Please apply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made: _____

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution: _____

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: _____

I certify that the foregoing information is true and correct, this 3d day of August, 2025.


Applicant's Signature

¹If the answer to any question is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.

Attachment H

STATEMENT OF AGREEABLE ZONING CONDITIONS

Zoning Analysis (Attachment J)

- a) This zoning proposal will keep the low density, single-family character of the Queen Mills Rd corridor.
- b) It will not adversely affect the existing use or usability of adjacent and nearby properties.
- c) This parcel used to have one single-family house built in 1940. It was destroyed by fire in 2023 and demolished in 2025.
- d) This zoning proposal will not overburden streets, utilities, or schools.
- e) This proposal is in line with the land use plan.
- f) Mableton needs more housing including single family homes.

Notification of Proposed Rezoning

Dear neighbor,

The property at 6851 Queen Mill Rd, comprising 4.2 acres, is under application for rezoning from R-20 to R-15. See attached concept plan with 7 single family lots that are over 15,000 sq. ft in size. You are welcome to contact us with any questions.

The monthly public open house will be held on

Applicant: Alexander Propp

678-314-8702. Email: paa110855@gmail.com

Mableton zoning office:

404-590-2511. Email : zoning@mableton.gov



City of Mableton
Community Development | Planning and Zoning Division
6116 Mableton Parkway, Suite 144
Mableton, GA 30126
(470) 417-4220
www.mableton.gov

Pre-Application Meeting Request Form

Instructions:

Please complete all sections of this form to request a pre-application meeting. Submit the completed form and any supporting documents to Planning and Zoning Division. You will be contacted to schedule the meeting.

1. Applicant Information

- Name: Alexander Propp
- Organization/Company (if applicable):
- Mailing Address: 6630 Williamson Dr, Atlanta, GA 30328
- Phone Number: 678-314-8702
- Email Address: paa110855@gmail.com

2. Project Information

- Project Name/Title: Queen Mill Retreat
- Project Address/Location: 6851 Queen Mill Rd, Mableton, GA 30126
- Parcel Number(s): 18040500240
- Current Zoning: R-20
- Proposed Use/Development Type: (Check all that apply)
 - ☒ Residential
 - ☐ Commercial
 - ☐ Industrial
 - ☐ Mixed-Use
 - ☐ Other (please specify):

- Brief Description of Proposal:

Subdivide the existing 4.2 acre parcel into 8 parcels including 7 buildable lots and a water detention area.

Note: I already had a preliminary meeting with Michael Hughes who suggested keeping low density single family development.

3. Meeting Preferences

- Preferred Meeting Date(s) and Time(s):

1. any time asap

2. _____

- Preferred Meeting Format: any format

- In-person
- Virtual/Online
- Phone

4. Supporting Documents

Please attach any relevant documents (site plans, sketches, maps, etc.) that will help staff understand your proposal.

Site Concept 4 dated 07/28/25 from PEC Engineering

5. Questions or Topics for Discussion

List any specific questions or topics you would like addressed during the meeting:

Timeline and steps for project review.

6. Signature

I certify that the information provided is accurate to the best of my knowledge.

Signature:  Date: 8/3/25

For Office Use Only:

- Date Received: 8/4/25
- Meeting Scheduled for: 8/8/25
- Staff Assigned: 

P: (770) 451-2741 F: (770) 451-3915



Planners & Engineers Collaborative+
LAND PLANNING • LANDSCAPE ARCHITECTURE • CIVIL ENGINEERING
ARCHITECTS • SURVEYING & CONSTRUCTION • WATER RESOURCES

350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

QUEEN MILL RD
A MASTER PLANNED RESIDENTIAL
DEVELOPMENT

AT
6851 QUEEN MILL RD
MABLETON, GA 30126
CITY OF MABLETON

FOR
ALEXANDER PROPP

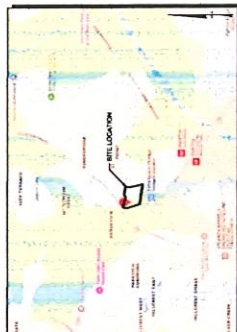
MUNICIPALITY PROJECT

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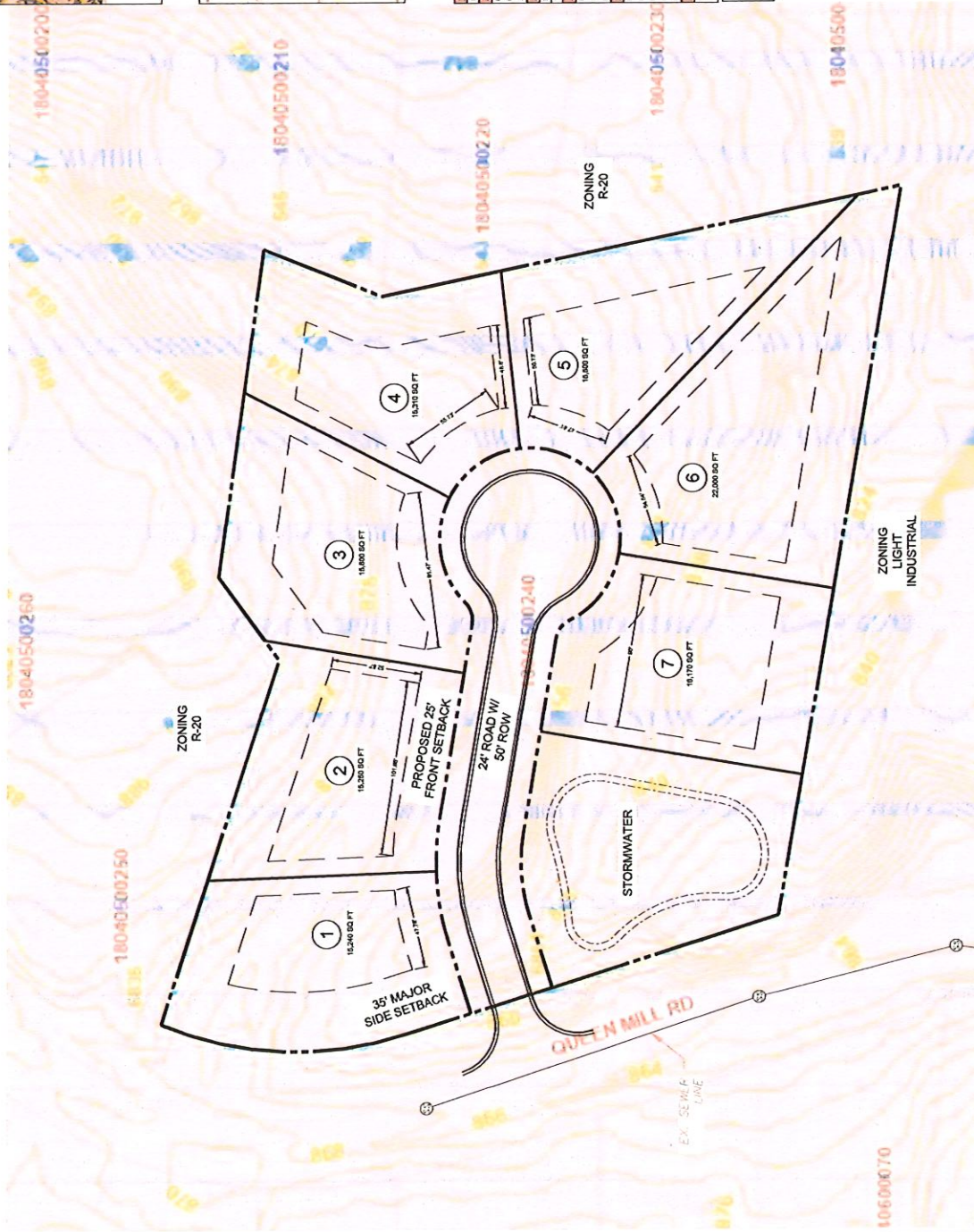
THIS SEAL IS ONLY VALID IF COUNTER SIGNED
AND DATED WITH AN ORIGINAL SIGNATURE.

PRELIMINARY

CONCEPTUAL MASTER PLAN

[illegible]

GENERAL NOTES:



**24 HOUR CONTACT:
ALEXANDER PROPP**

Post signed 7/13/25

Application for Variance

Mableton, Georgia

(type or print clearly)

Application No. V-25-004Hearing Date: 8/14/25

Applicant Alexander Propp Phone # 678-314-8702 E-mail paa110855@gmail.com
 Address 6851 Queen Mill Rd, Mableton, GA 30126
 (representative's name, printed) (street, city, state and zip code)

Phone # _____ E-mail _____
 (representative's signature)

Signed, sealed and delivered in presence of:

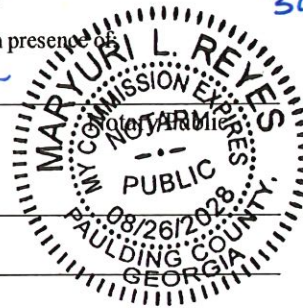
My commission expires: _____

Notary Public

Titleholder Alexander Propp Phone # 678-314-8702 E-mail paa110855@gmail.com
 Signature [Signature] Address: 6630 Williamson Dr, Atlanta GA 30328
 (attach additional signatures, if needed) (street, city, state and zip code)

My commission expires: 8-26-28

Signed, sealed and delivered in presence of:

[Signature]Present Zoning of Property R-20

Location 6851 Queen Mill Rd, Mableton, GA 30126
 (street address, if applicable; nearest intersection, etc.)

Land Lot(s) _____ District _____ Size of Tract _____ Acre(s) _____

Please select the extraordinary and exceptional condition(s) to the piece of property in question. The condition(s) must be peculiar to the piece of property involved.

Size of Property _____ Shape of Property _____ Topography of Property _____ Other _____

Does the property or this request need a second electrical meter? YES _____ NO _____

How many stories is the proposed building? _____ How many square feet? _____

The City of Mableton Zoning Ordinance Section (insert) states that the City of Mableton Board of Zoning Appeals must determine that applying the terms of the Zoning Ordinance without the variance would create an unnecessary hardship. Please state what hardship would be created by following the normal terms of the ordinance.

Due to topography and the way the existing structure was built, we can't achieve a 40' front setback from the road.

List type of variance requested: To allow the front yard setback as 20'.

PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant* - please see definition below)

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property?

No

If so, describe the nature and extent of such interest:

Does any member of the Mayor and Council or Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? No

If so, describe the nature and extent of such interest:

Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above?

No

If so, describe the relationship and the nature and extent of such interest:

I certify that the foregoing information is true and correct, this 10 day of June, 2025


Applicant's Signature

¹If the answer to any question is "Yes," then the Mayor or the member of the Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

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ATTACHMENT C2

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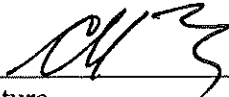
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An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 10 day of June, 2025
June 2025



Applicant's Signature

¹If the answer to any question is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

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350 RESEARCH COURT STE 20
PEACHTREE CORNERS, GA 30091

PROJECT

QUEEN MILLS
A MASTER PLANNED RESIDENTIAL DEVELOPMENT

AT

6851 QUEEN MILL RD
MABLETON, GA 30126
CITY OF MABLETON

ALEXANDER PROPI

MUNICIPALITY PROJEC

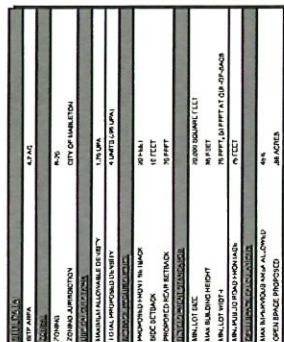
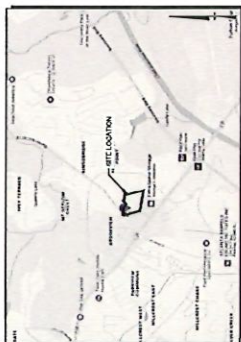
REVISIONS

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THIS SEAL IS ONLY VALID IF COUNTER 1
AND DATED WITH AN ORIGINAL SIGNA

PRELIMINAR

CONCEPTUAL MASTER PLAN



GENERAL NOTES:

GENERAL NOTES:
VARIANTE REQUESTED TO ALLOW SMALLER FRONT SETBACK DUE TO LOCATION OF EXISTING
LOTLINE ON BITS TO PRESERVE

VARIANCE REQUESTED TO ALLOW FOR SMALLER REAR SETBACK DUE TO BARCEL BLADE ADJACENT TO EXISTING ROAD. NOTE THEREFORE ONLY ALLOW SETBACK IN THIS

WILLIAMS & SON
PHOTOGRAPHY

100

24 HOUR CONTACT:

ALEXANDER PROPP

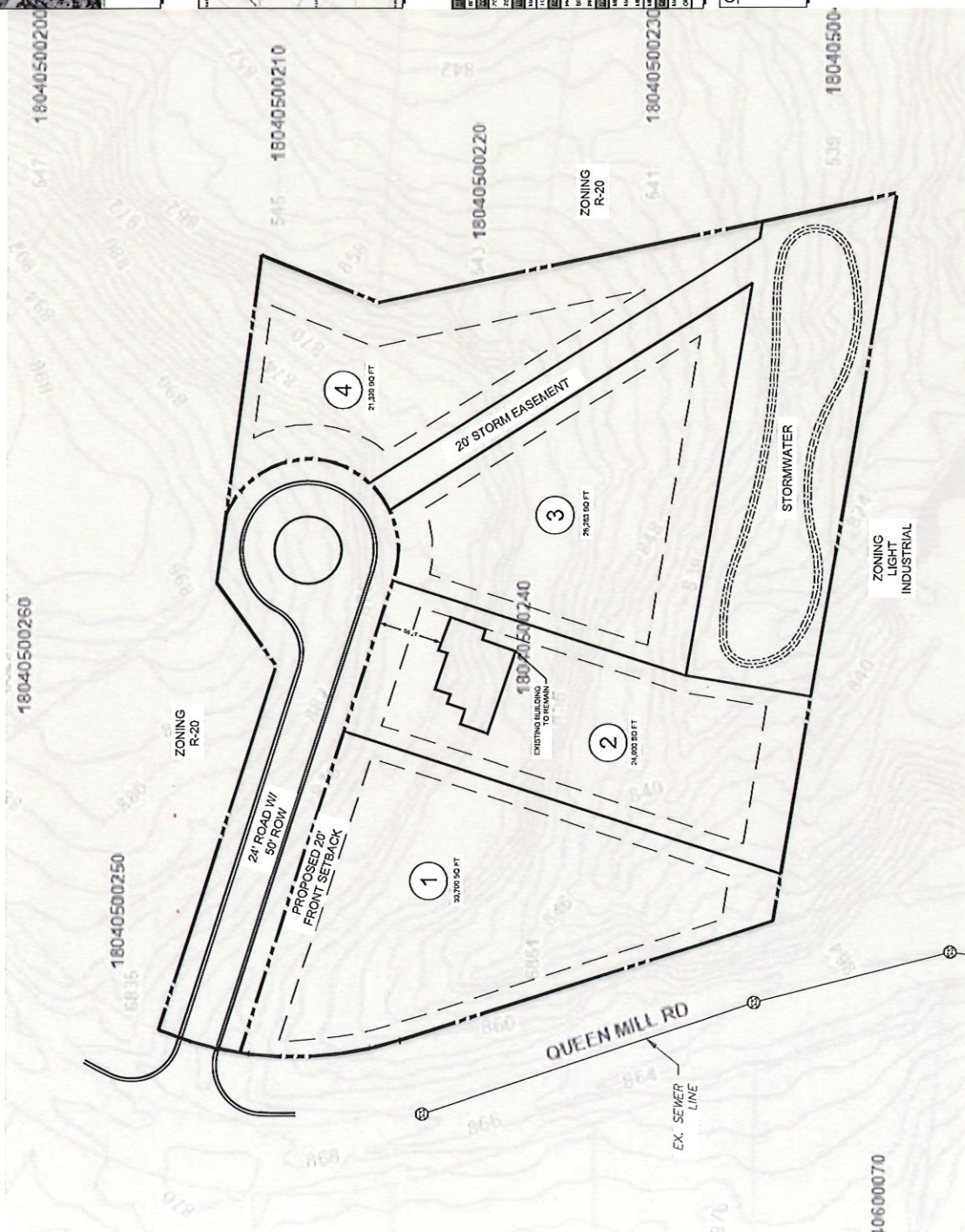
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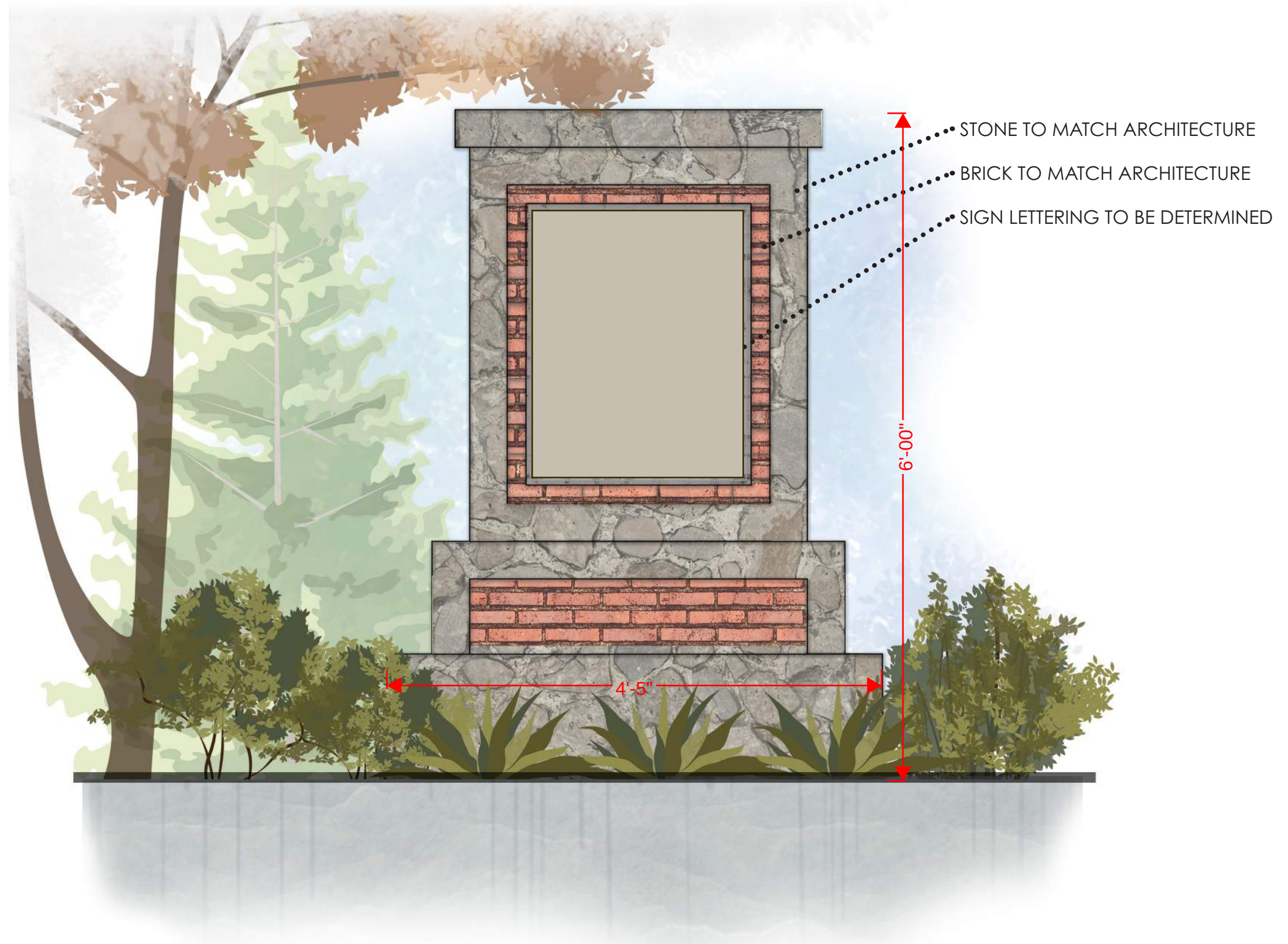
**24 HOUR CONTACT:
ALEXANDER PROPP**

13

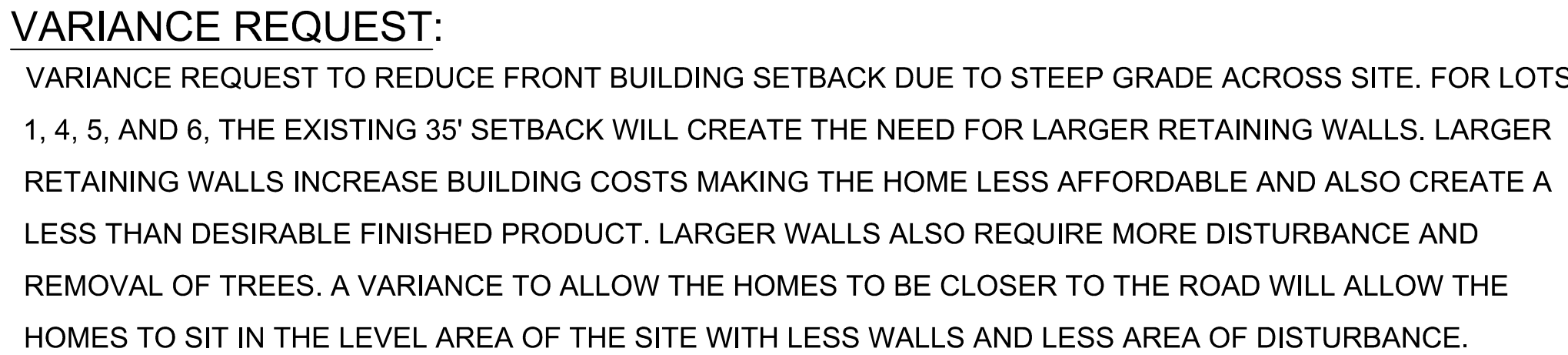
15 JULY 2004



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4	07/28/2011	AL	REVISIONS
5	07/28/2011	AL	REVISIONS
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84	07/28/2011		



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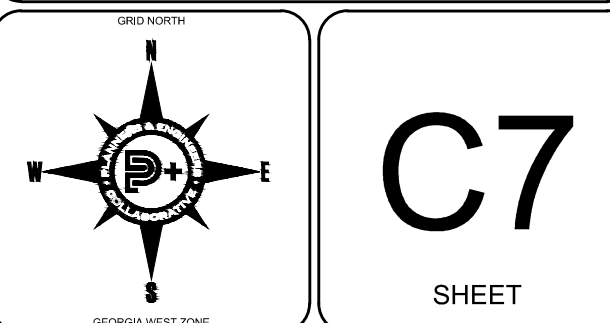


GENERAL NOTES:

VARIANCE REQUEST TO REDUCE FRONT BUILDING SETBACK DUE TO STEEP GRADE ACROSS SITE

PRELIMINARY
NOT TO BE RELEASED FOR CONSTRUCTION

SCALE: 1" = 30'
DATE: 11/05/2025
PROJECT: 25104.00



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www.Georgia811.com

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THIS DOCUMENT, AS AN INSTRUMENT OF SERVICE, IS THE SOLE PROPERTY OF SCOTCHIE CIVIL ENGINEERING, LLC. ITS USE BY THE OWNER FOR OTHER PROJECTS OR FOR COMPLETION OF THIS PROJECT BY OTHERS IS STRICTLY FORBIDDEN. DISTRIBUTION IN CONNECTION WITH THIS PROJECT SHALL NOT BE CONSTRUED AS PUBLICATION IN DEROGATION OF SCOTCHIE CIVIL ENGINEERING, LLC RIGHTS. ©2025, SCOTCHIE CIVIL ENGINEERING, LLC.

LOCUS MAP
N.T.S.

#	DATE	CHANGE DESCRIPTION
A	11/6/2025	INITIAL ISSUE

OWNER:

MR. ALEXANDER PROPP
16630 WILLIAMSON DR. NE
ATLANTA, GA 30328

PREPARED FOR:

MR. ALEXANDER PROPP
16630 WILLIAMSON DR. NE
ATLANTA, GA 30328

PROJECT:

QUEEN MILL ROAD - A MASTER PLANNED
RESIDENTIAL DEVELOPMENT
6851 QUEEN MILL ROAD
MABELTON, GA, 30126
(COBB COUNTY)

PREPARED BY:



11 THE CROFT
ATLANTA, GA 30342
PHONE: (404) 426-2868

DRAWING TITLE:
GRADING AND SANITARY CONCEPT
PLAN

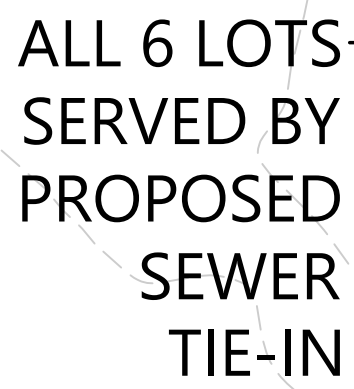
THIS DRAWING IS NOT TO BE
USED FOR CONSTRUCTION
PURPOSES UNTIL ISSUED AS
A CONSTRUCTION DRAWING
BY SCOTCHIE CIVIL
ENGINEERING, LLC.

DRAWN BY: GBS | CHECKED BY: GBS

Proj. # 2025-06

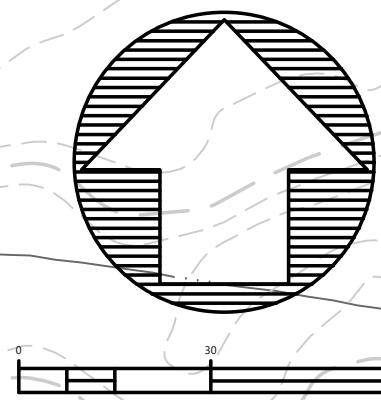
C4.00

PRELIMINARY PLANNING



CONTRACTOR TO FIELD VERIFY
LOCATION AND INVERT BEFORE
CONSTRUCTION

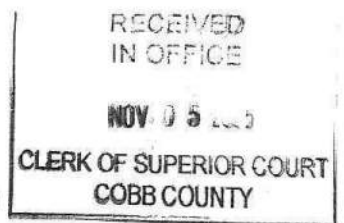
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RIM=864.00
INV. (IN)=853.33/ EX. SS PIPE - (3)



Page 168 of 359

Easement Agreement

Grant of Easement for Access and Use



1. Parties

This Easement Agreement ("Agreement") is made and entered into as of this 4th day of November, 2025, by and between:

- Grantor: the homeowners of 6835 Queen Mill Dr, Mableton, GA 30126 Alina Liliana Leiva Alvarez and Vladimir Cuesta Trinchet.
- Grantee: Alexander Propp, owner of the adjacent 6851 Queen Mill Dr, Mableton, GA 30126, which property is under city review for a proposed six-house development. Mailing address: 6630 Williamson Dr, Atlanta, GA 30328. Email: paa110855@gmail.com

2. Purpose

This easement permits Alexander Propp to grade part of the front yard at 6835 Queen Mill Rd, to meet the DOT sight distance requirements for the intersection of Queen Mill Rd and the planned roadway into the new development at 6851 Queen Mill Rd.

3. Grant of Easement

Grantor grants Grantee and its successors a non-exclusive easement to excavate part of their lot as shown in the attached ISD drawing by Scotchie Civil Engineering, LLC.

4. Term

This Easement shall be perpetual, unless terminated earlier in accordance with the provisions of this Agreement.

5. Use of Easement Area

- Grantee may use the Easement Area solely for the purposes stated above.
- After grading the land, Grantee must plant grass to match the rest of the front yard.
- Grantee must not unreasonably disrupt Grantor's use of the Servient Estate.

6. Maintenance and Repair

The Grantee must, at their own expense, keep the Easement Area in safe repair until the new grass merges with the existing lawn.

7. Indemnification

Grantee will indemnify, defend, and hold Grantor harmless from any claims, liabilities, damages, or expenses (including attorneys' fees) resulting from Grantee's use of the Easement Area, unless caused by Grantor's negligence or misconduct.

8. Assignment

This Easement and its rights are binding on and benefit both parties' successors and assigns.

9. Termination

This Easement may be terminated by mutual written agreement of the parties or if the Easement is abandoned or no longer used for its stated purpose for a period of one year.

10. Notices

All notices must be in writing and sent to the addresses listed above, or any other address provided in writing by a party. Email is acceptable.

Signatures

Grantor: Vladimir Cuesta Trinchet

V. Cuesta 11/4/2025

Grantor: Alina Liliana Leiva Alvarez

Alina 11/4/2025

Grantee: Alexander Propp 11/4/2025

[Signature]
10/4/2025

MAEKELA HARMON
Notary Public - State of Georgia
Henry County
My Commission Expires Jan 19, 2026

Attached Exhibit A: Intersection Sight Distance Concept by Scotchie Engineering dated 10/31/25

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF SCOTCHIE ENGINEERING, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION SYSTEM, WITHOUT PERMISSION IN WRITING FROM SCOTCHIE ENGINEERING, LLC.

LOCUS MAP
11/11/11

DATE	CHANGED DESCRIPTION
11/11/11	INITIAL ISSUE

OWNER
MR. ALEXANDER PROPP
16530 WILLIAMSON DR. NE
ATLANTA, GA 30328

PREPARED FOR
MR. ALEXANDER PROPP
16530 WILLIAMSON DR. NE
ATLANTA, GA 30328

PROJECT
QUEEN MILL ROAD - A MASTER PLANNED
RESIDENTIAL DEVELOPMENT
6851 QUEEN MILL ROAD
MABLETON, GA 30126
(COBB COUNTY)

PREPARED BY
11 THE CROFT
ATLANTA, GA 30342
SCOTCHIE PHONE: (404) 425-2858

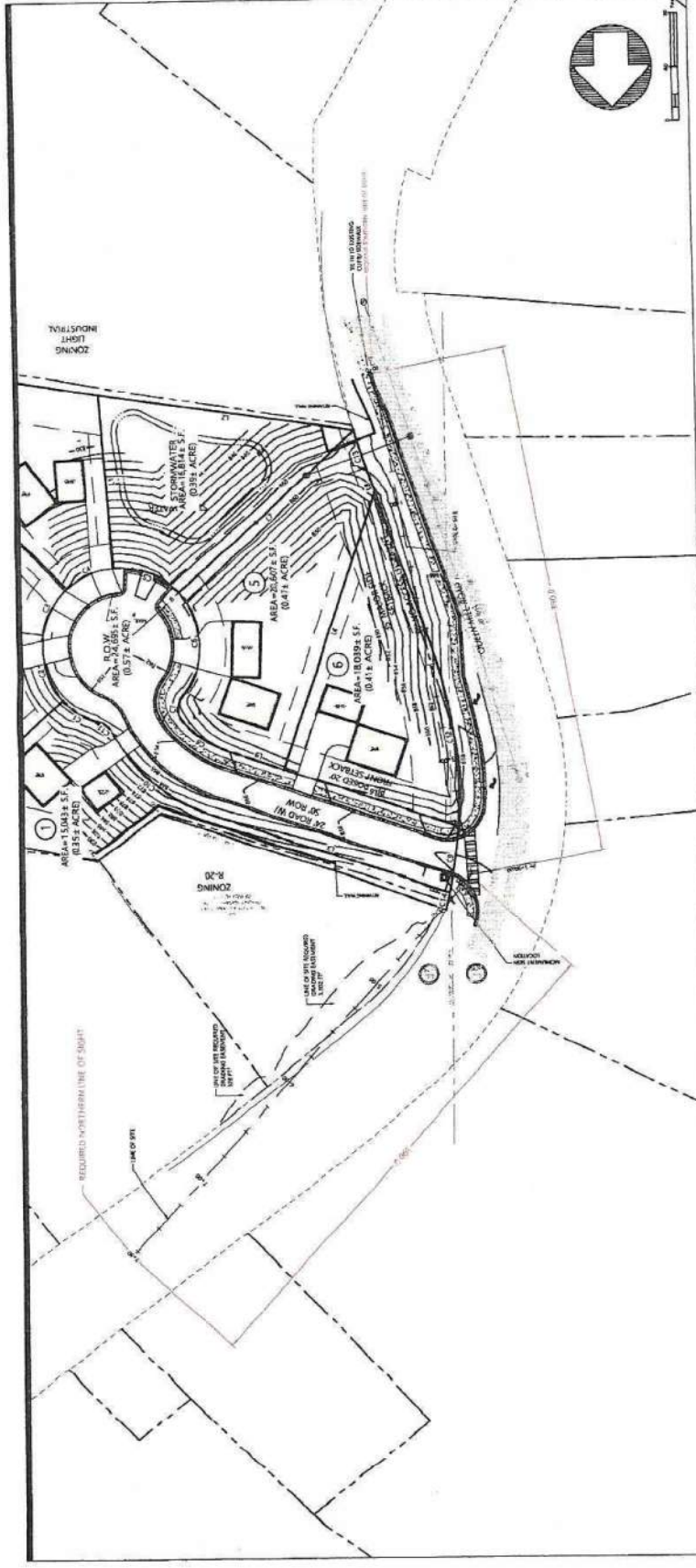
INTERSECTION SIGHT DISTANCE (ISD)

THIS DRAWING IS NOT TO BE
USED FOR CONSTRUCTION
PURPOSES UNTIL ISSUED AS
A FINAL DRAWING BY
SCOTCHIE ENGINEERING, LLC.

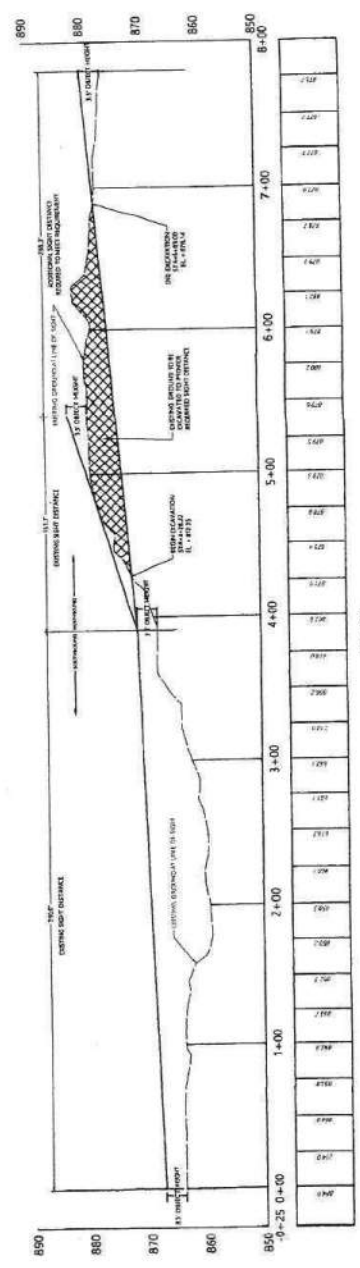
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Proj. # 2005-08

C2.01

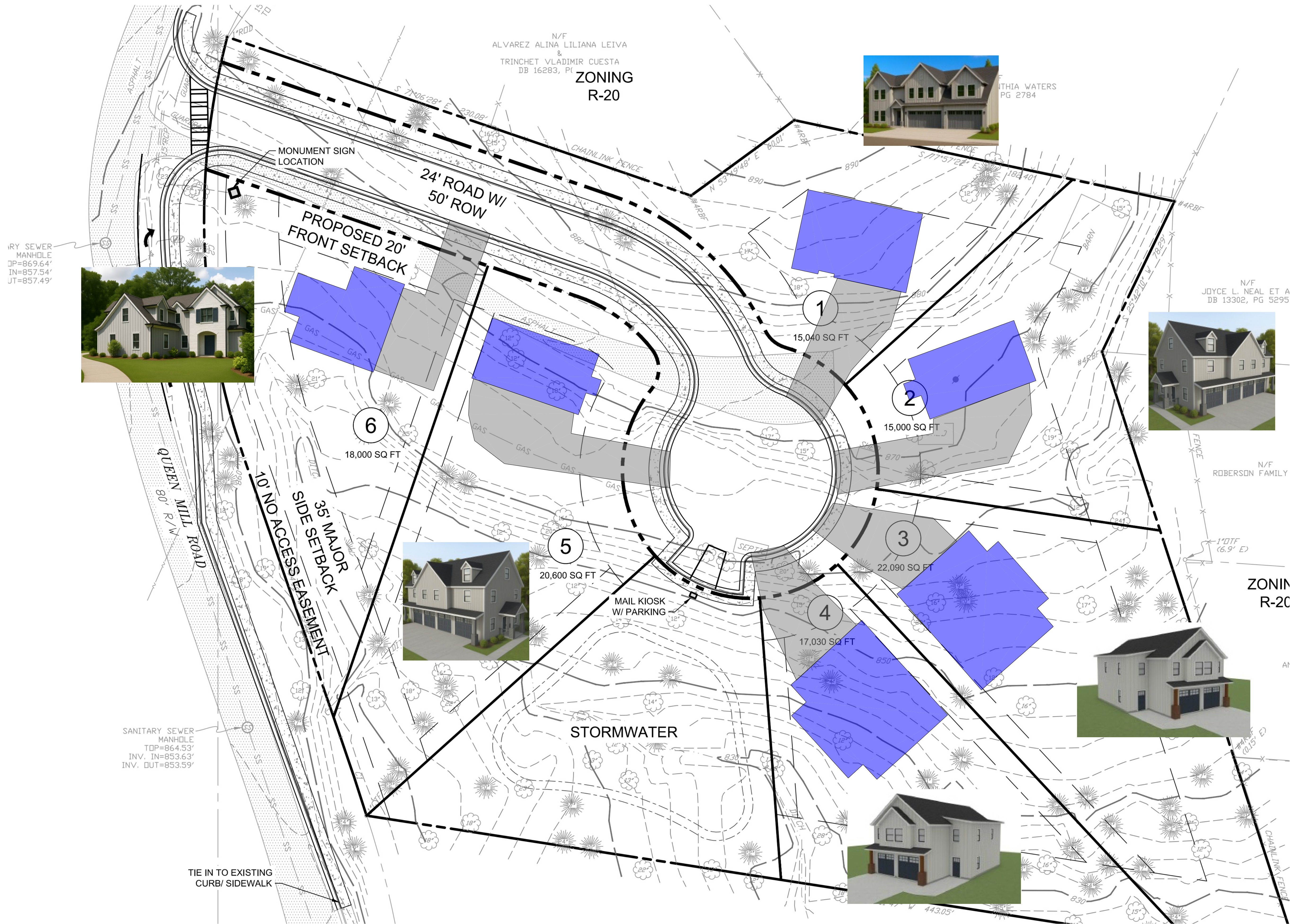
PRELIMINARY PLANNING



PROFILE: INTERSECTION SIGHT DISTANCE



STATION
HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'



HOUSE LOCATION PLAN
SCALE: 3/64"=1'-0"

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REV	DESCRIPTION	DATE

RODRIGUEZ ENGINEERING GROUP, LLC
5004 INDIA LAKE DR.
ACWORTH, GA 30102
TEL: 305.498.3823
WWW.RODENGGROUP.COM



SCALE	AS NOTED
DATE	11/4/2025
DRAWN	MJR
CHECKED	

ADDRESS			
QUEEN MILL RD SE MAPLETON, GA 30126			
JOB NO.	SHEET NO.	REV	
REG-8477	1 (OF 1)	0	

6851 Queen Mill Rd, Mableton GA

Proposed Architecture Stipulations

The proposed homes shall be traditional in style and architecture and have exterior facades made of brick, stone, stacked stone, cedar shake shingles, board and batten, cement siding, or combinations thereof. All front facades shall consist of at least 25% stone, brick, or brick veneer.

The units shall have at least (2) and up to (4) car garages. Garage doors shall be carriage style doors with decorative light fixtures above or between the garage doors.

Front facing home entrances shall be covered by a roof and include decorative posts or columns to create an attractive entrance.

Homes shall have a minimum heated floor area of 2,000 square feet.

Front elevations shall include a minimum of two (2) architectural elements such as covered porches, bay windows, gables, dormers, or columns.

Final Elevations to be approved by Community Development Staff



LOT 2 – FRONT VIEW



LOT 2 – SIDE VIEW



LOT 2 – REAR



LOTS 3/4 – FRONT



LOTS 3/4 – FRONT/SIDE



LOTS 3/4 – SIDE/REAR



LOT 6 – FRONT VIEW



LOT 6 – SIDE VIEW



LOT 6 – REAR VIEW

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1) 2025/2510/001 Del Convento & Exhibite/Convento Site - Convent 7 - BN 2510 00 dur - IRón - 11/1/2025 8:50 AM







350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

QUEEN MILL RD
A MASTER PLANNED RESIDENTIAL
DEVELOPMENT

6851 QUEEN MILL RD
MABLETON, GA 30126

FOR

MUNICIPALITY PROJECT #

[illegible]

PRELIMINARY

NOT TO BE RELEASED FOR CONSTRUCTION

0 15 30 60 90

SCALE: 1" = 30'

DATE: 11/04/2025

PROJECT: 25104.00



After Recording Return To:
Lueder, Larkin & Hunter, LLC
12600 Deerfield Parkway, Suite 300
Alpharetta, Georgia 30004
Attn: Elina V. Brim, Esq.

STATE OF GEORGIA

COUNTY OF COBB

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR QUEEN RETREAT



LUEDER, LARKIN & HUNTER, LLC
ATTORNEYS AT LAW

12600 Deerfield Parkway, Suite 300
Alpharetta, Georgia 30004
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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR QUEEN RETREAT

THIS DECLARATION is made on the date first set below by Alexander Propp (hereafter referred to as the “Declarant”).

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property described in Exhibit “A” attached hereto;

WHEREAS, Declarant intends to subject the real property described in Exhibit “A” attached hereto to the provisions of this Declaration to create a residential community; and

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit “A” attached hereto is subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged, and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens set forth herein, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any part of the property subjected hereto, including their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of such property.

ARTICLE I. DEFINITIONS

1.1. Association means Queen Retreat Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

1.2. Board or Board of Directors means the elected body responsible for the management and operation of the Association.

1.3. Bylaws mean the Bylaws of Queen Homeowners Association, Inc., as may be adopted by the Board of Directors.

1.4. Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners, or land adjacent thereto which is intended for the common use and enjoyment of the Owners, or any other land to which the Association has occupancy or use rights, including without limitation:

- a. any clubhouse, park, open space, private street (if any), subdivision entrance area and monuments, Community fencing installed by the Declarant, and streetlights (until such time as accepted by a municipality, other government agency, or utility); and
 - b. any detention/retention pond within the Community (until such time as accepted by a municipality or other government agency).
- 1.5. Community or Queen Retreat means all property subjected to this Declaration.
- 1.6. Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board.
- 1.7. Declarant means Alexander Propp, his successors or assigns.
- 1.8. Declaration means this Declaration of Covenants, Conditions, Restrictions, and Easements for Queen Retreat.
- 1.9. Effective Date of this Declaration means the date that this Declaration of Covenants, Conditions, Restrictions, and Easements for Queen Retreat is recorded in the Cobb County, Georgia land records.
- 1.10. Eligible Mortgage Holder means a holder of a first mortgage secured by a Lot who has requested notice of certain items under Article XVI of this Declaration.
- 1.11. Lot means a portion of the Community intended for ownership and use as a single-family dwelling site and as shown on the plats for the Community recorded in the Cobb County, Georgia land records.
- 1.12. Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation against a Lot.
- 1.13. Mortgagee or Mortgage Holder means the holder of any Mortgage.
- 1.14. Occupant means any Person occupying a Lot for any period of time, regardless of whether such Person is a tenant or the Owner of such property.
- 1.15. Owner means the record title holder of a Lot, whether one or more Persons, but shall not include a Mortgage Holder.
- 1.16. Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

The property subject to this Declaration is located in Land Lots 405 and 406 of the 18th District, 2nd Section of Cobb County, Georgia, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference.

ARTICLE III. DECLARANT RIGHTS

In addition to any other rights of the Declarant set forth in the Declaration or Bylaws, the Declarant reserves the rights included within this Article.

3.1. Construction, Marketing and Sales. Declarant may maintain and carry on without fee or charge upon the Common Property or any Lot owned by the Declarant such activities as, in the sole discretion of the Declarant, may be reasonably required, convenient, or incidental to the construction or improvement of the Lots or Common Property and the sale of the Lots, including, but not limited to, business offices, signs, model homes, construction trailers, and sales offices. In addition, if reasonably required, the Declarant may park vehicles in areas other than driveways or garages.

3.2. Board of Directors. The Declarant shall have the right to appoint and remove directors and officers of the Association until the earlier of the following to occur: (a) the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed to any Person not constituting the Declarant for residential use; or (b) the voluntary surrender by Declarant, in writing, of the authority to appoint and remove the Association’s directors and officers. In the event the Declarant voluntarily surrenders the authority to appoint and remove the Association’s directors and officers, the Declarant shall thereafter retain the right to veto any action of the Board of Directors until the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed to any Person not constituting the Declarant for residential use.

3.3. Amendments. Until the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed from Declarant to any other Person, any amendment to the Declaration or Bylaws must be approved in writing by the Declarant prior to becoming effective; and during such time, Declarant shall have the unilateral right to amend the Declaration from time to time without the approval of the Association members.

3.4. Right to Notice of Claims. No Person shall retain an expert for the purpose of inspecting the design or construction of any dwelling, structure, or improvement in the Community in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless Declarant has been first notified in writing and given

an opportunity to meet with the Owner of the property to discuss the Owner's concerns and conduct its own inspection. Declarant reserves the right for himself and others he may designate to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Community, including the Lots and Common Property, and a perpetual easement of access though the Community for such purposes. No entry into a dwelling shall be permitted without the expressed consent of the Owner. Any Person exercising this right shall promptly repair, at such Person's expense, any damage resulting from the exercise thereof.

3.5. Assignment and Termination of Declarant Rights. Any and all special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred or assigned in whole or in part to any other Person, provided the transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Cobb County, Georgia land records. Any and all special rights and obligations of Declarant set forth in this Declaration or the Bylaws may also be terminated in whole or in part by Declarant pursuant to a written instrument signed by Declarant and duly recorded in the Cobb County, Georgia land records.

3.6. Conveyance of Common Property. Declarant and its designees may convey or transfer, from time to time, to the Association improved or unimproved real property, or interest in real property, located within the properties described in Exhibit "A," personal property, and leasehold and other property interests. Such property shall be accepted by the Association "as is" and thereafter shall be maintained by the Association at its expenses for the benefit of the Owners, subject to the terms of this Declaration and any restrictions set forth in the deed or other instrument transferring such property to the Association. Declarant shall not be required to make any improvements to the property conveyed to the Association, including, without limitation, dredging or removing silt from lakes or ponds. Upon written request of Declarant, the Association shall re-convey to Declarant any portions of the Community originally conveyed by Declarant or its designee to the Association for no consideration, to the extent conveyed by Declarant or its designee in error or needed by Declarant or its designees to make adjustments in property lines.

ARTICLE IV. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1. Membership. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a member of the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast for each Lot owned.

4.2. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member's account balance has been paid in full and such member's vote shall not be counted for any purpose.

4.3. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary, or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner of the Lot. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

ARTICLE V.ASSOCIATION RIGHTS AND RESTRICTIONS

5.1. Association Rights and Restrictions. The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of any other right it may have, to:

(a) make and to enforce reasonable rules and regulations governing the use of the Lots and of the Common Property;

(b) enforce the Declaration, Bylaws, and rules and regulations of the Association by imposing reasonable monetary fines and suspending use and voting privileges. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Owner;

(c) grant permits, licenses, utility easements, and other easements, permits or licenses under, through or over the Common Property;

(d) the right of the Board of Directors to convey all or a portion of the Common Property to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership; provided, however, such written approval shall not be required for the Board to re-convey property to the Declarant in accordance with Article III, Section 3.7 of this Declaration;

(e) control, manage, operate, maintain, replace and, in the Board's discretion, alter or improve all portions of the Community for which the Association is assigned maintenance responsibility under this Declaration;

(f) deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation, or eminent domain, in accordance with the provisions of this Declaration; and

(g) represent the Owners in dealing with governmental entities on matters related to the Common Property.

ARTICLE VI. ASSESSMENTS

6.1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein. Assessments shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Association and the membership, and for expenses of the Association as provided within the Declaration, and as otherwise authorized by the Board.

6.2. Creation of the Lien and Personal Obligation for Assessments. Except as specifically provided herein, each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments and charges; (ii) special assessments pursuant to Section 6.7 of this Article; and (iii) specific assessments, including reasonable fines, pursuant to Section 6.3 of this Article.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment reasonable attorney fees actually incurred from any prior judgment, if any), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and the Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The Board of Directors may, but is not obligated to, permit assessments to be paid in monthly, quarterly, or semi-annual installments. Other than the Declarant, no Owner may be exempted from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

6.3. Uniform Rate of Assessment and Specific Assessments. Annual assessments and special assessments shall be fixed at a uniform rate for all Lots for which assessments have commenced. Notwithstanding the above, the Board of Directors shall have the power to levy specific assessments against Lots pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect

to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board of Directors shall have the power to levy specific assessments as follows:

(a) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any common expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

(b) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any Lot may be specifically assessed against such Lot, including, but not limited to, expenses and attorney's fees actually incurred by the Association in enforcing the Declaration, Bylaws or Association rules and regulations, regardless of whether or not an enforcement lawsuit has been filed.

(c) Other specific assessments, including fines, against an Owner and Owner's Lot deemed reasonable by the Board.

6.4. Computation of Operating Budget and Assessment. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a budget covering the estimated expenses of the Association for the upcoming new fiscal year and shall fix in the budget the amount of the annual assessment for the upcoming new fiscal year, and (2) deliver a copy of the budget to each Owner at least sixty (60) days prior to the beginning of the new fiscal year. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of expenses on which the Board may base the annual assessment. The Board may, but is not obligated to, permit the annual assessment to be paid in monthly, quarterly, or semi-annual installments. The budget and the assessment shall become effective unless disapproved by the majority of the total vote of the Association membership at a meeting of the membership held at least thirty (30) days prior to the beginning of the new fiscal year. Said meeting may be the annual meeting of the members if the annual meeting is held at least thirty (30) days prior to the beginning of the new fiscal year or may be at a special meeting requested in accordance with the Bylaws. If either (1) the membership disapproves the budget at least thirty (30) days prior to the beginning of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year or (b) deliver the budget to the members, as provided herein, then the budget and annual assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year. In the event the annual assessment is insufficient to cover the actual common expenses of the Association during any fiscal year, the Board of Directors, upon ten days' notice to the members, may increase the annual assessment during such fiscal year to cover the shortfall.

6.5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

6.6. Reserve Budget and Reserve Account. The Board shall prepare an annual or multi-year reserve budget which shall take into account the number and nature of replaceable assets, the expected life of such assets, and the expected repair or replacement costs of the assets. The Board shall establish a reserve account for such expected repair or replacement costs, and shall fund the reserve account from collected assessments. The reserve budget shall not operate as a limitation on the expenditures of funds in the reserve account, but, rather, the Board may spend funds in the reserve account as deemed reasonable by the Board.

6.7. Special Assessments. The Board may levy a special assessment against all Lots for which assessments have commenced to pay the costs of any improvement or repair on the Common Property, or for any other purpose as determined by the Board; provided, however, prior to becoming effective, any special assessment which would cause the total of special assessments levied in one fiscal year to exceed two hundred (\$200.00) dollars per Lot must be approved by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Association members holding at least two-thirds (2/3) of the total eligible votes of the Association. An approved special assessment may be required to be paid during the fiscal year, or alternatively, upon the approval of the Board of Directors, may be paid over a set number of years.

6.8. Initiation Fee . Upon the conveyance of ownership of a Lot to any Person other than Declarant, including all resales, an initiation fee shall become due and payable to the Association by each new Owner. The amount of the initiation fee shall be set by the Board of Directors at any time during the year in which this Declaration is recorded. Thereafter, prior to the beginning of each new fiscal year, the Board of Directors may determine the amount of the initiation fee for the upcoming new fiscal year. In the event the Board does not determine the amount of the initiation fee prior to the beginning of the next fiscal year, then the initiation fee amount in effect at such time shall, by default, continue for the next fiscal year. The initiation fee shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The initiation fee shall be the personal obligation of the new Owner and shall constitute a lien against the Lot. Notwithstanding anything to the contrary herein, no initiation fee shall be due as a result of a conveyance of a Lot to an Owner's spouse, a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal.

6.9. Commencement of Assessments. The obligation to pay assessments shall commence as to each Lot on the date of the first conveyance of ownership of a Lot to any Person not constituting Declarant or the actual occupancy of an improved Lot with a certificate of occupancy for residential purposes, whichever is first to occur. The use of a Lot as a model home by Declarant shall not constitute occupancy for residential purposes.

6.10. Declarant's Obligation for Assessment. Declarant shall not be liable for the payment of any assessments, including annual, special or specific assessments, on its unsold Lots. However, Declarant may, but shall not be obligated to, elect to contribute to the Association on an annual basis the difference between the amount of assessments levied on the Lots subject to

assessments and the amount of the Association's actual expenditures during the fiscal year (a "Subsidy"). Any Subsidy may be treated, in the Declarant's sole discretion, as either a voluntary contribution or a loan from the Declarant to the Association. Notwithstanding any language to the contrary herein or the Bylaws, any loan from Declarant to the Association shall not require the approval of the members of the Association. A Subsidy may be evidenced by one or more promissory notes from the Association in favor of the Declarant. The payment of a Subsidy in any fiscal year shall under no circumstances obligate Declarant to continue payment of a Subsidy in future years.

6.11. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any assessment, fine, or charge is not paid in full within ten (10) days of the due date, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid or such higher amount as may be authorized by law, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten percent (10%) per annum or such higher amount as may be authorized by law, shall accrue from the due date.

(b) If partial payment of an assessment, fine, or charge is made, the amount received may be applied by the Board, in respective order, to post-judgment attorney's fee from any prior judgment, if any, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments.

(c) If an assessment, fine, or charge due from an Owner remains delinquent and unpaid for more than thirty (30) days from the date due, then a notice of delinquency may be given to that Owner stating that if the unpaid assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that owner's unpaid installments of the assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the assessment in installments, unless reinstated in the Board's discretion. The notice of acceleration provided herein may be included in a collection litigation complaint filed against an owner for unpaid assessments and charges.

(d) If an assessment, fine, or charge remains unpaid more than sixty (60) days after the due date, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and Georgia law, including reasonable attorney's fees actually incurred (and including post-judgment reasonable attorney's fees actually incurred from any prior judgment, if any).

(e) A member's right to vote and right to use the recreational facilities, if any, shall automatically be suspended without notice during any period in which a member is more than

thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter or use the recreational facilities until the member's account balance has been paid in full.

(f) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Association, acting through the Board, shall have the right to suspend utilities, trash collection service, or other services to the Lot paid for as a common expense by the Association, if any. Any costs incurred by the Association in discontinuing and/or reconnecting any service, including reasonable attorney's fees actually incurred, shall be an assessment against the Lot. The utilities or other services shall not be required to be restored until all amounts owed by the Owner have paid in full and the expenses to disconnect and/or reconnect the utilities or other services have been paid in full. An Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services.

(g) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Association, acting through the Board, may suspend the right of the Owner, including any Occupant of the Owner's Lot and all guests of the Owner or Occupant, to bring or park vehicles on the Common Property, including the streets, drives, driveways, and any other parking area; provided, however, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Lot or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped Owners, Occupants or guests protected by the Fair Housing Act of 1988. Prior to suspending such vehicular access privileges, the Association shall provide the delinquent Owner written notice via United States First Class Mail or certified mail of its intention to do so not less than ten (10) days prior to the date of such suspension. Following the tenth (10th) day from the date of the mailing of the notice, the right of the Owner, including any Occupant of the Owner's Lot and all guests of the Owner or Occupant, to bring or park vehicles on the Common Property shall be automatically suspended until all amounts owed through the date of the notice are paid in full or unless otherwise agreed to by the Board. Any vehicle of an Owner, including any Occupant of the Owner's Lot and all guests of the Owner or Occupants, brought or parked on the Common Property in violation of the suspension may be immediately towed without further notice to such Owner or notice to such Occupant, guest, or the owner of the vehicle. The Association, acting through the Board, may also enforce such suspension by deactivating vehicular gate access and through the imposition of fines.

6.12. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten dollars (\$10.00) or such higher amount as may be authorized by law, as a

prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

ARTICLE VII. ARCHITECTURAL CONTROLS

7.1. Architectural Standards. No Owner, Occupant, or any other Person, except the Declarant, may make any exterior change, alteration, modification (including exterior painting), or construction on a Lot, nor erect, place or post any thing or object which may affect the appearance of a Lot (including, but not limited to, any fence, playground equipment, light (except for reasonable seasonal decorative lights displayed between October 1 and January 15), basketball goal, storm door, exterior sculpture, or fountain), nor place any object in any window which is visible from the exterior of a dwelling, without first obtaining the written approval of the Architectural Control Committee ("ACC").

The standard for approval of all improvements hereunder shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Community-Wide Standard, this Declaration, or design standards which may be adopted by the ACC, (4) harmony with the external design of the existing dwellings, Lots and structures, and the location in relation to surrounding dwellings, structures and topography, and (5) any other matter deemed to be relevant or appropriate by the ACC.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. If the ACC fails to approve, conditionally approve, or to disapprove such application within forty-five (45) days after the application and such information as the ACC may reasonably require shall have been submitted, its approval will not be required and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

The ACC shall be the sole arbiter of the application and may withhold approval for any reason whatsoever, including purely aesthetic considerations. The Association, acting through the Board, shall be entitled to stop any construction or modification which is not in conformance with approved plans. The ACC may publish design standards for exterior alterations or additions, and any request in compliance therewith shall be approved.

This Article shall not apply to the activities of the Declarant, including, but not limited to, any activity performed by or on behalf of the Declarant.

7.2. Architectural Control Committee.

(a) So long as the Declarant owns any property described in Exhibit "A" for development or sale, the Declarant shall be the sole member of the ACC and shall have the

exclusive authority to administer and enforce architectural controls under this Article. Declarant's rights under this Article may be assigned in whole or in part.

(b) Upon the expiration of Declarant's authority to control architectural review for the Community, the Board of Directors shall appoint the members of the ACC. The ACC shall thereafter constitute a standing committee of the Association, and the ACC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the ACC. The chairperson of the ACC shall be a Board member. The ACC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Lot for which an application has been submitted for approval. The Owner of any such Lot shall be responsible for paying the full costs of each review, whether or not the submitted application is approved by the ACC, and the ACC may require payment of all such costs prior to approval of the application. The ACC also may charge reasonable fees to cover the cost of review or inspections performed hereunder. At any time during the review process, so long as the Declarant owns any property described in Exhibit "A," the Declarant shall have the power to veto any decision taken by the ACC.

7.3. Appeal. In the event the ACC disapproves any application or part thereof, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. Such appeal must be in writing, contain all information the Owner would like the Board to consider, and be mailed to the Association by certified mail, return receipt requested. The Board shall rule on the appeal within thirty (30) days of receiving written notice requesting an appeal from the Owner. If the Board fails to render a decision on such appeal within thirty (30) days after the appeal and such information as the Board may reasonably require shall have been received, the ACC's decision shall be deemed overturned and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the appeal of the Owner. If the Board does not receive written notice from the Owner by certified mail requesting an appeal within fourteen (14) days from the date of the ACC's notice to the Owner of its decision, the decision of the ACC shall become final and all rights of appeal shall terminate.

All decisions of the Declarant-controlled ACC shall be final, and there shall be no appeals of decisions of the Declarant-controlled ACC.

7.4. Limitation of Liability. Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and neither the Declarant, the Association, the Board, the ACC, nor any member of the foregoing shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of

approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Declarant, the Association, the Board, the ACC, or any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Lot, nor may any action be brought against the Declarant, Association, the Board, the ACC, or any member thereof, for any such injury, damage, or loss. Neither the Declarant, the Association, the Board, the ACC, nor any member thereof, shall be liable to any Person for any reason whatsoever for any injuries or damages whatsoever relating in any way to the approval, disapproval or conditional approval of any application submitted to it pursuant to the terms of this Article.

7.5. No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board and the ACC will change from time to time and that interpretation, application, and enforcement of the architectural standards may vary accordingly. The approval of either the Board or the ACC of any proposals, plans, and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board or the ACC, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

7.6. Enforcement. Any construction, alteration, or other work done in violation of this Article, the Declaration, the Bylaws, the Design Standards or any applicable zoning regulations shall be deemed to be nonconforming. Upon written request from the Board, a violating Owner shall, at the Owner's sole cost and expense, remove such nonconforming construction, alteration, or other work and restore the property to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to all other available remedies, to enter the property, remove the violation and restore the property, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees actually incurred, may be assessed against such Lot, regardless of whether or not litigation is filed.

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions or those of the ACC. All costs of any such action, including reasonable attorney's fees actually incurred, may be assessed against such Lot. Furthermore, the Board shall have the authority to record in the Cobb County, Georgia land records notices of violation of the provisions of this Article. The Board may also pursue any other enforcement option set forth in this Declaration.

7.7. Commencement and Completion of Construction. All improvements approved by the ACC hereunder must be commenced within ninety (90) days from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. Additionally, except with written ACC

approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the ACC hereunder shall be completed within ninety (90) days of commencement. This Section shall not apply to any construction or modification performed by or on the behalf of the Declarant.

ARTICLE VIII. USE RESTRICTIONS

Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants, and Occupants comply with all provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants, or Occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants, or Occupants.

8.1. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within that dwelling so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (2) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers, or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (3) the business activity conforms to all zoning requirements for the Community; (4) the business activity does not increase traffic in the Community; (5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (6) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this

Article. Further, the activities of the Declarant, or any Person acting on behalf of Declarant, shall not be subject to this Section.

8.2. Number of Occupants.

(a) The maximum number of occupants in a dwelling on a Lot shall be limited to two (2) people per bedroom in the dwelling as originally constructed. "Occupancy," for purposes hereof, shall be defined as staying overnight in a dwelling for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

(b) If an Owner of a Lot is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the natural person(s) who will occupy the dwelling on the Lot who must have a significant relationship with the entity; provided, however, in the event the corporation, partnership, trust or other legal entity not being a natural person, or any officer, director, member, employee, trustee, beneficiary, partner or agent of such legal entity, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument from or on behalf of the designated person(s), then such arrangement shall be considered leasing for purposes of this Declaration and the Owner shall be required to comply with Article IX of this Declaration. The designated person(s) to occupy the dwelling may not be changed more frequently than once every two (2) years.

8.3. Vehicles and Parking. No Owner or Occupant may keep more than a reasonable number of vehicles per Lot at any time. The Board may adopt reasonable rules limiting the number of vehicles which may be parked on a Lot and such other reasonable rules governing the parking of vehicles within the Community. Vehicles may only be parked in garages, driveways or other areas authorized in writing by the Board. Vehicles shall not be parked on any lawn, yard, or street.

Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Each garage should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible. Garages may not be converted into living space or used in any way as living space. Garages may not be used as storage space in a manner that prevents parking of the maximum number of vehicles. Vehicles shall not be parked in a driveway unless and until the maximum number of vehicles are parked in the garage.

Disabled and stored vehicles are prohibited from being parked in the Community except in garages. For purposes of this Section, a vehicle shall be considered "disabled" if it does not have a current license tag or is inoperable. A vehicle shall be considered "stored" if it remains in a location, other than in a garage, without prior written Board permission, for fourteen (14) consecutive days or longer or if it is covered for more than two (2) consecutive days with a car cover or tarp.

Boats, trailers, trucks with a load capacity of one (1) ton or more, full-size vans (excluding mini-vans or utility vehicles used as passenger vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes or tool racks), and vehicles with commercial writings on their exteriors are prohibited from being parked in the Community, except in garages or other areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on a Lot or the Common Property during normal business hours for the purpose of serving the Lot or the Common Property; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain on a Lot or the Common Property overnight or for any purpose except serving a Lot or the Common Property.

If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's rules and regulations, the Board may send a notice to the vehicle owner or user, or place a notice on the vehicle, specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation and shall include the name and telephone number of the person or entity which will do the towing or booting. If twenty-four (24) hours after such notice is placed on the vehicle, or three (3) days after the notice has been sent to the owner, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed or booted in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines.

8.4. Pets. No Owner or Occupant may keep any pets other than a reasonable number of generally recognized household pets on any portion of the Community. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in unfenced areas. Dogs may not be left unattended while leashed or tethered to any post, tree, or object. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on a Lot without prior written ACC approval.

Feces left by any pet on the Common Property, on any Lot, or in any dwelling, including the pet owner's Lot or dwelling, or anywhere in the Community must be removed promptly by the

owner of the pet or the person responsible for the pet. Fines may be imposed to enforce this provision.

No potbellied pigs may be brought into or kept in the Community at any time. No dog determined in the sole discretion of the Board to be a dangerous dog may be brought into or kept in the Community at any time by any Lot Owner, Occupant, or guest of an Owner or Occupant. Any pet which endangers the health of any Owner or Occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Community upon seven (7) days written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner.

Any Owner or Occupant who keeps or maintains any pet on any portion of the Community shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Community.

8.5. Fences. No chain link fence or cyclone fences may be placed in the Community, except by or on behalf of the Declarant. All fences, except those installed by or on behalf of the Declarant, must first be approved by the ACC before the commencement of any installation of the fence. No electric fence or "invisible fence" for the confinements of pets is permitted within the Community. Any fence on a Lot shall be placed along the rear property line of the Lot or within six inches into the Lot parallel to the rear property line and shall be placed along each side property line or within six inches into the Lot parallel to each side property line; provided, however, in the event of an obstruction, including, but not limited to, a creek, swale, drainage opening, or drainage easement, the ACC in its discretion may approve an alternative location for the fence on the Lot; but in no event may a fence be placed farther forward toward the street on which a dwelling on the Lot fronts than the rear-most portion of the dwelling.

8.6. Window Treatments. Unless otherwise approved in writing by the Board, all windows in a dwelling that face toward the street, except foyer or architectural windows, shall have window treatments, and any portion of any window treatment in a dwelling that is visible from outside of the dwelling shall be white or off-white in color. The ACC is authorized to adopt guidelines for additional permissible window treatments, including, but not limited to, window treatments made of wood. Sheets, blankets, towels, flags, and other such items shall not be placed in any window or in any way used as window treatments.

8.7. Antennas and Satellite Dishes. No transmission antenna of any kind may be erected anywhere in the Community without written approval of the ACC. No satellite dish, direct broadcast satellite (DBS) antenna, or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the

Community, including a Lot. Satellite dishes and DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Community, whether attached to a home or structure or otherwise.

8.8. Abandoned Personal Property. Personal property is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Property without prior written Board permission. Neither the Declarant, the Association, nor any director, officer or agent thereof shall be liable to any Person for any claim of damage resulting from the removal and/or discard of the personal property after such twenty-four (24) hour period.

8.9. Use of Common Property. There shall be no obstruction of the Common Property, nor shall any vehicle or anything else be kept, parked or stored on the streets and drives within the Community without prior approval of the Board. No Owner or other Person shall make any modification to or alteration of the Common Property without the prior written approval of the Board.

With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Property for use for a period of time as set by the Board. The Board is authorized to charge a fee in an amount to be determined by the Board to the Owner for such reservation. Any such Owner or Owners who reserve a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. Neither the Declarant, the Association, nor any director, officer or agent thereof shall be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Declarant, the Association, or their respective agents or employees.

8.10. Prohibition of Nuisance and Noise. Noxious, destructive, offensive, or unsanitary activity shall not be carried on within the Community. No Lot Owner or Occupant may use or allow the use of the Lot or any portion of the Community at any time, in any way, which may endanger the health or property of other Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Community. In this regard, specific

unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

(a) Any screaming, shouting, excessively loud talking, whistling, or playing of music or television if such conduct can be heard in the normal course of activities in any other dwelling;

(b) Any fighting, raucous behavior, or insobriety if such conduct can be heard in any other dwelling;

(c) The use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations at any time if such sounds can be heard or vibrations felt in the normal course of activities in any other dwelling;

(d) Any threatening or intimidating conduct towards any resident, guest, or pet in the Community;

(e) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property or which creates any threat to health or safety of any other resident or pet;

(f) Any excessively loud play or playground activities at any time if such conduct can be heard in the normal course of activities in any other dwelling;

(g) Any consistent dog barking that can be heard in the normal course of activities in any other dwelling;

(h) Any conduct which creates any noxious or offensive odor at any time if such odors can be detected in the normal course of activities in any other dwelling;

(i) Any similar action or activity which interferes with the peaceful use and enjoyment of other dwellings or the Common Property by any Owner, member of the Owner's family, guests, invitees, or Occupants; or

(j) Any construction or similar activities, other than construction activities of or on behalf of the Declarant, which can be heard in other dwellings outside the hours of 7:30 a.m. and 7:30 p.m. Monday through Friday and 9:00 a.m. and 6:00 p.m. Saturday.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator of this Section. The Board may, in its discretion, require any aggrieved Owner or Occupant to seek redress personally against the violator before the Association intervenes and commences enforcement action hereunder; provided, further, due to the general nature of violations of this Section, the Board may, in its discretion, elect that the

Association not intervene or enforce this Section. No claim for any loss, damage or otherwise, and no defense of selective, arbitrary, or capricious enforcement, shall exist for any Person as a result of any decision by the Board not to enforce this Section.

8.11. Firearms and Fireworks. The display or discharge of firearms within the Community is prohibited; provided, however, that the display or discharge of lawful firearms within the Community is permitted by law enforcement officers. The term “firearms” includes “BB” guns, pellet guns, and other firearms of all types, regardless of size. The use of fireworks within the Community is prohibited. The term “fireworks” shall include those items as listed in Georgia Code Section 25-10-1. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

8.12. Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior approval of the Board or its designee, except that two (2) professional security signs not to exceed ten inches (10”) by ten inches (10”) each in size may be displayed on a Lot or from within a dwelling on a Lot and one (1) professionally lettered “For Sale” sign not to exceed two feet (2’) by two feet (2’) in size may be displayed on a Lot or from within a dwelling on a Lot being offered for sale. The Board shall have the right to erect reasonable and appropriate signs on the Common Property on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Lots announcing open houses, births, birthdays or other events for limited periods of time. No “For Lease” sign or political sign shall be allowed on a Lot without the approval of the Board. No “For Sale” signs or directional signs shall be permitted on the Common Property without the approval of the Board. This Section shall not apply to the Declarant, or its agents or designees.

8.13. Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate on a Lot or in a dwelling. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. The Board may establish rules and regulations regarding the storage location of trash bags, trash cans, and receptacles and the placement of same for pick-up. This Section shall not apply to the Declarant, or its agents or designees.

8.14. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community, except in a dwelling or garage with the garage door shut. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and similar items may be kept outside of a dwelling. The Board of Directors shall have the authority to adopt reasonable rules and regulations governing the placement of items outside of a dwelling. This Section shall not apply to the Declarant, or its agents or designees.

8.15. Impairment of Dwellings and Easements. An Owner shall not undertake any act or work that will impair the structural soundness or integrity of a dwelling or impair any easement, nor do any act nor allow any condition to exist which will adversely affect other Lots or their Owners or Occupants.

8.16. Erosion Control. No activity which may create erosion or siltation problems anywhere in the Community shall be undertaken, except construction activities undertaken by Declarant or on its behalf.

8.17. Window Air Conditioners. No air condition shall be installed in any window of any dwelling.

8.18. Delivery Receptacles and Property Identification Markers. The ACC shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles as well as property identification markers.

8.19. Subdivision of Lots. No Lot may be subdivided into a smaller Lot without the written consent of the Declarant.

8.20. Garage Sale. No garage sale, yard sale, or similar activity shall be conducted in the Community without prior approval of the Board. The Board may additionally permit Community garage sale or yard sale days.

8.21. Easements. All property subjected to this Declaration shall be subject to those easements, if any, set forth on any recorded plat thereof.

8.22. Traffic Regulations. All vehicular traffic on the private streets and roads in the Community shall be subject to the provisions of the state and local laws concerning operation of motor vehicles on public streets. The Association is authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits and including modifications of those in force on public streets, within the Community. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for violation thereof. In the event of a conflict between such provisions of state and local laws and such rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Georgia may operate any type of motor vehicle within the Community. All vehicles of any kind and nature which are operated on the streets in the Community shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners and Occupants.

ARTICLE IX. LEASING

9.1. Prohibition. Except as provided herein, the leasing of Lots is hereby prohibited.

9.2. Definition. “Leasing,” for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, leasing shall not include occupancy by the spouse, child or parent of an Owner and shall not include the occupancy by a roommate of an Owner who occupies the Lot as such Owner’s primary residence.

9.3. General. Any Owner who desires to lease such Owner’s Lot may do so only if the Owner has applied for and received from the Board of Directors a “Leasing Permit.” Such a permit, upon its issuance, will allow an Owner to lease his or her Lot provided that such leasing is in strict accordance with the terms of the permit and this Article. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permit. The Leasing Permit shall be valid only as to a specific Lot Owner and Lot and shall not be transferable between either Lots or Lot Owners.

Notwithstanding anything to the contrary herein, short-term rentals, transient tenants, and any other services utilized to temporarily rent Units as accommodations to guests or tenants (for example, Airbnb, VRBO, or other similar services) are expressly prohibited, and such rental arrangements shall be considered an impermissible business activity in violation of the Declaration.

9.4. Leasing Permits. In order to be eligible to receive a Leasing Permit, the Owner must have occupied the Lot and the dwelling on the Lot as the Owner’s primary residence for a period of at least twenty-four (24) consecutive months. Such consecutive occupancy means the normal habitation of a home by a homeowner, including where the homeowner primarily keeps personal possessions (e.g., clothing and furniture) and where the homeowner returns from vacation. The purpose of this provision is to discourage the purchase of Lots for the purpose of renting the Lot as an investment property.

Only one (1) Lease Permit shall be issued to a Lot in the Community at any given time. An eligible Owner’s request for a Leasing Permit shall be approved if no Lot/no Lot Owner has been issued a Leasing Permit. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner’s spouse or a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal); (2) the failure of a Lot Owner to lease his or her Lot pursuant to an approved lease within ninety (90) days of the Leasing Permit having been issued; (3) the failure of a Lot Owner to have his or her Lot leased pursuant to an approved lease for any consecutive ninety (90) days period thereafter; or (4) the occurrence of the date

referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit.

If one (1) Leasing Permit has been issued, no additional Leasing Permits shall be issued until the issued Leasing Permit is revoked. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued a Leasing Permit if they so desire when no other Lot is leased pursuant to a Leasing Permit in the Community

9.5. Leasing Provisions. Leasing of a Lot shall be governed by the following provisions:

(a) Notice. At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board may approve or disapprove the form of said lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease form into compliance with the Declaration, any rules and regulations adopted pursuant thereto, and any criteria determined by the Board. Within ten (10) days from the execution of the lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names and phone number of the lessees. Nothing contained in this Section shall permit the Board to approve or deny a lessee.

(b) General. Lots may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least one (1) year unless otherwise approved in writing by the Board. Transient occupancy is prohibited. The Lot Owner must provide the lessee copies of the Declaration, Bylaws, and Association rules and regulations.

(c) Liability for Assessments and Compliance with Declaration, Bylaws, and Rules and Regulations. Any lease of a Lot shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Lot. Any lessee, by occupancy of a Lot under the definition of "leasing" stated herein, agrees to the applicability of this covenant and incorporation of the following language into the lease.

(i) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Lot Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

Additionally, when a Lot Owner who is leasing his or her Lot fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Lot Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the remaining term of the lease and any other period of occupancy by lessee following such demand. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's demand to pay assessments or other charges to the Association, lessee shall be personally obligated to pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the premises during the term of the agreement and any other period of occupancy by lessee, and including all amounts paid by lessee to lessor following the date of such demand from the Board.

(ii) Compliance with Declaration, Bylaws, and Rules and Regulations.

Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to ensure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Lot. Any lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any occupant, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the irrevocable power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the irrevocable power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the

Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

9.6. Applicability of this Article. Except as specifically provided herein, this Article shall not apply to any leasing transaction entered into by or on behalf of the Declarant, the Association, or the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, and they shall be permitted to lease without obtaining a permit; provided, however, such leasing by or on behalf of the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage shall comply and be subject to Section 9.6 of this Article.

ARTICLE X. MAINTENANCE RESPONSIBILITY

10.1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping, grass areas, private streets, sidewalks, paving and other improvements situated on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve only the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

The Association shall additionally maintain the following:

- (i) the detention/retention ponds and fencing around said ponds, whether located on the Common Property or individual Lots;
- (ii) Community fencing originally installed by the Declarant, whether located on the Common Property or individual Lots;
- (iii) any landscaping buffers depicted on the recorded Community Plat, whether located on the Common Property or individual Lots; and
- (iv) entry areas that serve the Community, whether located on the Common Property or individual Lots.

All maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property or any other area within the Community by an Owner or Occupant which is the Association's responsibility hereunder shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. Additionally, in the event an Owner or Occupant performs such maintenance or repair, the Association may require the Owner or Occupant to restore such property to substantially the same

condition as it existed prior to such maintenance or repair or may fine the Owner or Occupant in accordance with the terms of this Declaration.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Community or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Lot or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of portion of the Community. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

If the Board determines that the need for maintenance or repair is in those portions of the Community for which the Association is obligated to maintain and is caused through the actions or inactions of any Owner or Occupant, or his or her family, guests, lessees or invitees, then the Association may assess the cost of any such work against the Owner's Lot.

10.2. Owner's Responsibility. Except as specifically provided in Section 10.1 above, each Owner shall maintain and keep the Owner's Lot and all structures and improvements located thereon in good repair, condition, and order. Without limiting the generality of the foregoing, each Owner is specifically responsible for: (i) all portions of the dwelling located on the Owner's Lot; (ii) all portions of the driveways, walkways, and front walks providing access only to Lot or the dwelling located thereon, whether or not located on the Owner's Lot; (iii) all portions of the heating and air conditioning system serving the Lot, including the compressor and any vents, electrical lines or other pipes or lines related thereto, whether or not located on the Owner's Lot; (iv) any pipe, line, conduit, structure, or other apparatus serving only one (1) Lot, whether or not located on the Owner's Lot; (v) utility boxes serving an Owner's Lot; (vi) any landscaping located within any fenced Courtyard area on a Lot, unless assumed by the Association as provided in Section 10.1 above, and any Courtyard Fence serving the Lot; (vii) any additional landscaping installed by or on behalf of an Owner; and (viii) tree roots, including, but not limited to, tree roots entering into or otherwise affecting a pipe, line, conduit, structure, or other apparatus serving only one (1) Lot. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform the Owner's responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners. In performance of such maintenance responsibilities hereunder, the Owner shall comply with all other provisions of

this Declaration, including, but not limited to, Article VII of this Declaration. Each Owner shall also have the obligation to promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible to maintain, repair, and/or replace.

10.3. Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly the Owner's obligation with regard to the maintenance as provided in this Article, then, except in the case of an emergency as determined in the sole discretion of the Board, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense.

The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board. Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue completion of such repair or replacement. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Lot.

If, during the course of performing the maintenance of an Owner's Lot, the Association discovers that maintenance, repair, or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair, or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense without prior notice to the Owner.

In the event the Board exercises such self-help as provided herein, and in the event further self-help based upon the same or a substantially similar violation is deemed necessary by the Board within the following six (6) months, the Board may exercise such self-help without further notice to the Owner, and all costs shall be an assessment and lien against the Owner and the Lot.

The Board may alternatively enforce this Article through monetary fines against the Owner or Occupant of the Lot, and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

10.4. Maintenance Standards and Interpretation. The Board of Directors, in its discretion, may determine schedules of maintenance and repair for the Common Property, and may do so based on the availability of funds for performance of such projects. The Board shall attempt to determine and prioritize schedules based on its opinion of severity of damage and need for corrective work or maintenance. Maintenance and repairs which are part of the Association's responsibility need not be made upon Owner request if, in the Board's discretion, an emergency

condition does not exist and such maintenance or repair is included or is to be included within the Board's schedule of maintenance or repairs.

The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

ARTICLE XI. EASEMENTS

11.1. Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to the Owner's Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, the Owner's family, tenants, guests, and invitees;

(b) the right of the Association, acting through the Board, to make and to enforce reasonable rules and regulations governing the use of the Common Property;

(c) the terms and conditions of this Declaration, the Bylaws, and the rules and regulations of the Association;

(d) the right of the Association to suspend the right of an Owner to use the recreational facilities in the Community, if any, for any period during which any assessment against the Owner or Owner's Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations, and to suspend and vehicular access privileges pursuant to Article VI, Section 6.11(g) of this Declaration;

(e) the right of the Association to borrow money as may be set forth in the Bylaws; provided, however, the lien and encumbrance of any such mortgage given by the Association against the Common Property shall be subject and subordinate to any rights, interests, options, easements, and privileges herein reserved or established for any Lot or Lot Owner; and

(f) the right of the Association to grant permits, licenses, or easements across the Common Property.

Any Lot Owner may delegate the Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of the Owner's family, or to the

Owner's tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants of the Owner's Lot if leased.

11.2. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to trees or the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than two (2) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

11.3. Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association may have installed to serve the Community. It shall be expressly permissible for the Declarant or the Association to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board on behalf of the Association shall have the right to grant such easement. Nothing contained in this Section shall require or obligate the Declarant or the Association to maintain such easement areas, or any facilities or improvements located therein or thereon.

11.4. Easement for Entry. The Association shall have an easement to enter onto any Lot for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Lot to cure any violation of the Declaration, Bylaws, or rules and regulations of the Association and any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. No entry into a dwelling shall be permitted without the expressed consent of the Owner. Nothing contained in this Section shall require the Association to enter onto any Lot for emergency, security, safety, or for other purposes.

11.5. Easement for Construction and Sales. So long as the Declarant owns any property described in Exhibit "A" for development or sale, the Declarant reserves an easement across the

Community for Declarant to maintain and carry on development activities upon such portion of the Community as Declarant may reasonably deem necessary. This easement shall include an easement for such facilities and activities which in the sole opinion of Declarant may be required, convenient, or incidental to the development, construction, and sales activities related to the property in or near the Community. This easement shall include, without limitation, the following:

(a) The right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in any portion of the Community as well as upon any Lot in the Community;

(b) The right to tie into any portion of the Community with driveways, parking areas, roads, and walkways;

(c) The right to tie into or otherwise connect and use (without a tap-on or other fee for doing so), replace, relocate, maintain, and repair any device which provides utility or similar services;

(d) The right to place directional or marketing signs on any portion of the Community, including upon any Lot or the Common Property; and

(e) The right to construct and operate business offices, signs, construction trailers, model homes, and sales offices incidental to its construction, development and sales activities.

The Declarant shall not be required to obtain the approval or consent of the Association, the Board, the ACC, or any director, officer, or member of same, to exercise any right granted to it pursuant to this Section.

11.6. Easement for Entrance Sign and Landscaping. The Association shall have an easement over any portion of a Lot on which any entrance feature, including, but not limited to, the Community sign, fencing and landscaping, are located. Such entrance features shall remain the personal property of the Association. The Association shall be solely liable for the maintenance, repair and/or replacement of the entrance features, fencing, landscaping, and annual flowers. The Association shall additionally have an easement for the installation and maintenance of utility and water lines across the Lot to the entrance features. The Association shall have an easement over any portion of a Lot for maintenance of any landscaping buffers depicted on the Community plat recorded with Cobb County, Georgia.

11.7. Fence Easement. Declarant hereby reserves an easement to himself and the Association across any Lot that borders or contains a portion of any water facility, detention pond, or retention pond for the purpose of erecting a fence. Declarant hereby reserves an easement to himself to construct a Community fence. The Association shall be responsible for the maintenance and repair of any Declarant-installed fence as part of the Association's maintenance obligations;

provided, however, nothing contained in this Section shall require the Declarant or the Association to install any fence.

11.8. Drainage Easement. Declarant shall have an easement across the Community for the purpose of altering drainage and water flow across any property in the Community, including the Lots. This right shall include altering swales, installing drains, drainage ditches, pipes, inlets, and alerting, channeling, or piping waterflow. Rights exercised pursuant to this easement shall be exercised with a minimum interference to the quiet enjoyment of affected properties.

ARTICLE XII. SALE OF LOTS

12.1. Grantor's Obligation for Notice. A Lot Owner intending to make a transfer or sale of a Lot or any interest in a Lot shall give the Board written notice of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Article shall not be construed to create a right of first refusal in the Association or in any third party.

12.2. Grantee's Obligation for Notice. Within seven (7) days after receiving title to a Lot, the grantee of the Lot shall give the Board written notice of such ownership of the Lot. Upon failure of an Owner to give the required notice within the seven (7) day period provided herein, the Board may levy a fine against the Lot and Owner thereof, and assess the Owner for all costs incurred by the Association in determining the Owner's identity.

ARTICLE XIII. INSURANCE

13.1. Hazard Insurance on Common Property. The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. The insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

13.2. Liability Insurance and Directors' and Officers' Liability Insurance. The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars.

13.3. Premiums and Deductible on Association Policies. Premiums for all insurance obtained by the Association shall be a common expense of the Association. The policies may

contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

13.4. Policy Terms. All such insurance coverage obtained by the Board shall be written in the name of the Association. Such insurance shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in Georgia.

(b) All policies on the Common Property shall be for the benefit of the Association and its members.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies should be reviewed annually by one or more qualified persons.

(f) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Board, the Association's manager, if any, the Owners and their respective tenants, servants, agents, and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(3) a provision that no policy may be canceled, invalidated, suspended or subjected to nonrenewal on account of any one or more individual Owners, and a provision that no policy may be canceled, invalidated, suspended, or subjected to nonrenewal due to any defect or conduct of any director, officer, or agent of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time for the required cure to be performed;

(4) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(5) that no policy may be canceled or substantially modified or subjected to nonrenewal without at least thirty (30) days prior written notice to the Association.

13.5. Individual Lot Owner Insurance. Each Owner shall carry blanket all-risk casualty insurance, if reasonably available, or if not reasonably available, fire and extended coverage, on the Owner's Lot and structures constructed thereon meeting the same requirements as set forth in this Article for insurance on the Common Property. Each Owner further covenants and agrees that, in the event of damage and destruction of structures on his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds.

ARTICLE XIV. REPAIR AND RECONSTRUCTION

14.1. Common Property. In the event of damage to or destruction of all or any part of the Common Property insured by the Association as a result of fire or other casualty, unless eighty percent (80%) of the Lot Owners vote not to proceed with the reconstruction and repair of the all or any portion of the Common Property, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged part of the Common Property.

14.2. Cost Estimates. As soon as reasonably practical after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Lot) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

14.3. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Lot Owners without the necessity of a vote of the members or compliance with Article VI, Section 6.7 above. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

ARTICLE XV. MORTGAGEE'S RIGHTS

15.1. Foreclosure. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the first Mortgage, it shall not be liable for assessments or charges by the Association chargeable to such Lot which became due prior to such acquisition of title. Such acquirer shall be responsible for all charges accruing subsequent to the passage of title.

15.2. Eligible Mortgage Holder. A Mortgage Holder shall become an Eligible Mortgage Holder if the Mortgage Holder provides to the Association in writing its name, address, and phone number, as well as the address of the Lot and name of the Lot Owner to which it holds a Mortgage; provided, however, a settlement statement (HUD-1) from a closing shall not be sufficient information to enable a Mortgage Holder to become an Eligible Mortgage Holder. Upon becoming an Eligible Mortgage Holder, an Eligible Mortgage Holder shall be entitled to timely written notice of the following:

(a) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under this Declaration which is not cured within sixty (60) days; or

(b) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

15.3. Financial Statement. Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

15.4. Non-Impairment. Notwithstanding anything to the contrary herein contained, the provisions of this Declaration governing sales and leases shall not apply to impair the right of any first Mortgagee to: (i) foreclose or take title to a Lot pursuant to remedies contained in its Mortgage; (ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Lot acquired by the Mortgagee.

15.5. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

15.6. HUD/VA Approval. As long as the Declarant has the right to appoint and remove directors and officers of the Association, the following items shall require the prior approval of the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs, if either agency is insuring or guaranteeing the Mortgage on any Lot: (i) Mortgage consolidation, (ii) dissolution of the Association, (iii) dedication or conveyance of the Common Property to any party other than the Association, or mortgaging the Common Property; or (iv) any material amendment to the Declaration or Bylaws.

ARTICLE XVI. AMENDMENTS

16.1. General. Subject to Section 17.2 of this Article, this Declaration may be amended by an instrument or instruments signed by Owners representing at least two-thirds (2/3) of Lots. Notice

of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in Cobb County, Georgia land records.

16.2. Approval of Declarant. Until the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed from Declarant to any other Person, any amendment to the Declaration or Bylaws must be approved in writing by the Declarant prior to becoming effective; and during such time, Declarant shall have the unilateral right to amend the Declaration from time to time without the approval of the Association members.

16.3. Georgia Property Owners' Association Act. The majority of the Board of Directors, without the approval of the Association members, may record an amendment to submit the Declaration to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq.; provided, however, such amendment must be approved by the Declarant, if the Declarant then owns any Lot subject to this Declaration.

16.4. Limitation Period. Any action to challenge the validity of this Declaration or an amendment adopted under this Article must be brought within one (1) year of the recording of same in the Cobb County, Georgia land records. No action to challenge this Declaration or any such amendment may be brought after such time.

ARTICLE XVII. GENERAL PROVISIONS

17.1. Enforcement. In addition to any other enforcement right set forth within the Declaration or Bylaws, the Association, acting through the Board of Directors, shall have the right to enforce, in its sole discretion, any violation of the Declaration, Bylaws or rules and regulations of the Association by a proceeding at law or in equity, or as otherwise provided herein. Failure of the Board of Directors to exercise its authority to take enforcement action authorized by the Declaration, Bylaws or rules and regulations of the Association shall not be grounds for any action against the Association or the Board of Directors. Owners may enforce the Declaration against other Owners by a proceeding at law or in equity.

(a) Fines and Suspensions of Use. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, for any violation of the Declaration, Bylaws, or any Association rules and regulations. The Board shall further have the power to suspend the use of the recreational facilities, if any, for any violation of the Declaration, Bylaws, or any Association rules and regulations. If any Occupant violates the Declaration, Bylaws or Association rules and regulations and a fine is imposed, the fine may be imposed against the Owner and/or Occupant. The Board may establish and promulgate a fining schedule. The Board shall not impose a fine or suspend the right to use the recreational facilities, unless and until the Board has sent or delivered written notice to the Owner or Occupant as provided herein; provided, however, an Owner's right to use the recreational facilities shall automatically be suspended without notice during any period in which an Owner is more than

thirty (30) days delinquent on any assessment or charge, and the Owner shall be ineligible to use the recreational facilities until the Owner's account balance has been paid in full.

(i) Notice. If any provision of the Declaration or Bylaws or any Association rule or regulation is violated, the Board shall send the violating Owner or Occupant written notice identifying the violation and fine and/or suspension being imposed and advising the Owner or Occupant of the right to request a hearing before the Board to contest the violation or the fine and/or suspension or to request reconsideration of the fine and/or suspension. Fines and suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the Owner or Occupant's right to request a hearing before the Board to challenge the fine and/or suspension. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the Owner or Occupant. In the event an Owner or Occupant violates the same provision of the Declaration or Bylaws or any Association rule and regulation within six (6) months from the date of the notice, the Board may impose the fines and/or other sanction provided in the notice without further notice to the Owner or Occupant.

(ii) Hearing. If a written request for a hearing is received from the Owner or Occupant within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the Owner or Occupant a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines or suspension. The Board of Directors may, but shall not be required to, suspend the fines and/or suspension until the date of the hearing.

(b) Suspension of Voting. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge or during any period in which the member is in violation of the Declaration. The Association shall not be required to provide any notice to such member that the member's voting rights have been automatically suspended.

(c) Abatement and Self-Help. The Board or its designee may enter upon a Lot to exercise self-help in order to remove or abate any violation thereon of the Declaration; provided, however, the Board shall first provide the Owner of the Lot ten (10) days' notice of the Board's intention to enter the Owner's Lot and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, shall be assessed against the Owner, Occupant and/or Lot subject to the violation.

(d) Notice of Violation. The Association shall have the authority to record in the Cobb County, Georgia land records a notice of violation identifying an uncured violation of the Declaration, Bylaws, or rules and regulations regarding a Lot.

(e) Enforcement Costs. The Owner or Occupant responsible for a violation shall be liable for all costs incurred in enforcement, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. In the event an Occupant is responsible for the violation, the Owner shall also be liable for all costs incurred in enforcement against such Occupant, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. All such costs shall be considered a specific assessment and shall become a lien against the Owner's Lot.

(f) Waiver. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter. Neither the Declarant, the Association, its Board of Directors, any duly created committee, any member of any of the foregoing, the Association's officers, nor agents shall have any liability of any kind as a result of any failure to enforce any provision contained in this Declaration. Each Owner acknowledges and agrees that the Association has the discretion to pursue covenant violations based on the gravity of the violation, the strength of the Association's legal and factual position, and the Association's financial position. The Association's decision regarding any specific covenant violation shall not affect the rights of other Owners with respect to that violation.

17.2. Duration. The Covenants and Restrictions within the Declaration shall run with and bind the property subject to this Declaration perpetually or as otherwise provided by Georgia law.

17.3. SECURITY. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY AT THE COMMUNITY; HOWEVER, EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE SECURITY AT THE COMMUNITY. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH LOT OWNER.

THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

17.4. Dispute Resolution. Any Lot Owner or Occupant must give written notice to the Declarant or Board requesting a hearing with the Declarant or Board and attend such hearing to discuss amicable resolution of any dispute against the Declarant or Association, respectively, before that Owner or Occupant files any lawsuit against the Declarant, the Association, the Board, or any officer or director, or any agent of same. The Owner or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance and resolve the dispute in an amicable fashion, and shall give the Declarant or Association a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Declarant or Association shall give notice of the date, time, and place of the hearing to the Person requesting the hearing. The Declarant or Association shall schedule the hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing from the Person requesting the hearing. Alternatively, the Board may notify the Owner or Occupant that it is waiving the requirement of the Owner or Occupant to request and attend the hearing with the Board.

17.5. Limitation on Litigation. Except as provided in this Section 18.5, the Association shall not commence a judicial or administrative proceeding without the approval of Owners representing at least 75% of the total votes in the Association. This Section 18.5 shall not apply, however, to (a) actions brought by the Association to enforce the Declaration, Bylaws or rules and regulations of the Association (including, without limitation, the foreclosure of liens); (b) the collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section 18.5 shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

17.6. No Discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status, or handicap.

17.7. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall

maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

17.8. Eminent Domain. If all or any part of the Common Property shall be taken or conveyed in lieu of or under threat of condemnation by any authority having power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining Common Property to the extent land is available therefor.

17.9. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation of the Association, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

17.10. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision, which shall remain in full force and effect.

17.11. Conflicts. The duties, powers, and obligations of the Association, including the members, directors, and officers, shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations of the Association, in that order, shall prevail; and each Owner of a Lot, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

17.12. Preparer. This Declaration was prepared by Elina V. Brim, Esq, Lueder, Larkin & Hunter, LLC, 12600 Deerfield Parkway, Suite 300, Alpharetta, Georgia 30004.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this ____ day of _____, 2025.

DECLARANT:

ALEXANDER PROPP

Signature

Signed, sealed and delivered
in the presence of:

Witness: _____

Notary Public

EXHIBIT "A"

Legal Description of Land Submitted to the Declaration

ALL THAT 1"TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 405 AND 406 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AS MORE FULLY SHOWN ON PLAT OF SURVEY PREPARED FOR JACK C. GLASS BY J. A. EVANS & ASSOCIATES, REGISTERED LAND SURVEYORS, DATED NOVEMBER 10, 1995, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING] AT AN IRON PIN FOUND ON THE EASTERLY RIGHT-OF-WAY OF QUEEN MILL ROAD 1500.00 FEET SOUTHWESTERLY FROM THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF QUEEN MILL ROAD AND THE SOUTHERLY RIGHT-OF-WAY OF HUNNICUTT ROAD (60 FOOT RIGHT-OF-WAY), AS MEASURED ALONG THE EASTERLY RIGHT-OF-WAY OF QUEEN MILL ROAD; RUNNING THENCE SOUTH 64 DEGREES 04 MINUTES 13 SECONDS EAST 228.50 FEET TO AN IRON PIN PLACED; THENCE NORTH 60 DEGREES 31 MINUTES 51 SECONDS EAST 60.00 FEET TO AN IRON PIN PLACED; THENCE SOUTH 70 DEGREES 52 MINUTES 45 SECONDS EAST 182.58 FEET TO AN IRON PIN PLACED; THENCE SOUTH 32 DEGREES 45 MINUTES 08 SECONDS WEST 78.00 FEET TO AN IRON PIN PLACED; THENCE SOUTH 10 DEGREES 58 MINUTES 28 SECONDS EAST 300.00 FEET TO AN IRON PIN FOUND; THENCE NORTH 74 DEGREES 16 MINUTES 09 SECONDS WEST 443.20 FEET TO AN IRON PIN FOUND ON THE EASTERLY RIGHT-OF-WAY OF QUEEN MILL ROAD; THENCE ALONG THE EASTERLY RIGHT OF WAY OF QUEEN MILL ROAD FOLLOWING THE CURVATURE THEREOF 38.73 FEET THROUGH THE ARC OF A CIRCLE HAVING A RADIUS OF 927.59 FEET AND BEING SUBTENDED BY A 38.73 FOOT CHORD BEARING NORTH 11 DEGREES 02 MINUTES 55 SECONDS WEST TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY OF QUEEN MILL ROAD NORTH 11 DEGREES 45 MINUTES 08 SECONDS WEST 138.47 FEET TO A POINT; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF QUEEN MILL ROAD AND FOLLOWING THE CURVATURE THEREOF 200.15 FEET THROUGH THE ARC OF CIRCLE HAVING A RADIUS OF 343.01 FEET AND BEING SUBTENDED BY A 197.32 FOOT CHORD BEARING NORTH 04 DEGREES 57 MINUTE 52 SECONDS EAST TO AN IRON PIN FOUND AND THE POINT OF BEGINNING.

Parcel ID: 18040500240



City of Mableton
Community Development | Planning and Zoning Division
6116 Mableton Parkway, Suite 144
Mableton, GA 30126
(470) 417-4220
www.mableton.gov

PLANNING COMMISSION STAFF REPORT

GENERAL INFORMATION

CASE NUMBER: Z-2025-04

APPLICANT: Alexander Propp

REQUEST: Rezoning from Single Family Residential (R-20) to Single Family Residential (R-15) for the development of seven (7) single family detached lots

PROPERTY LOCATION: 6851 Queen Mill Road, Mableton, Georgia 30126

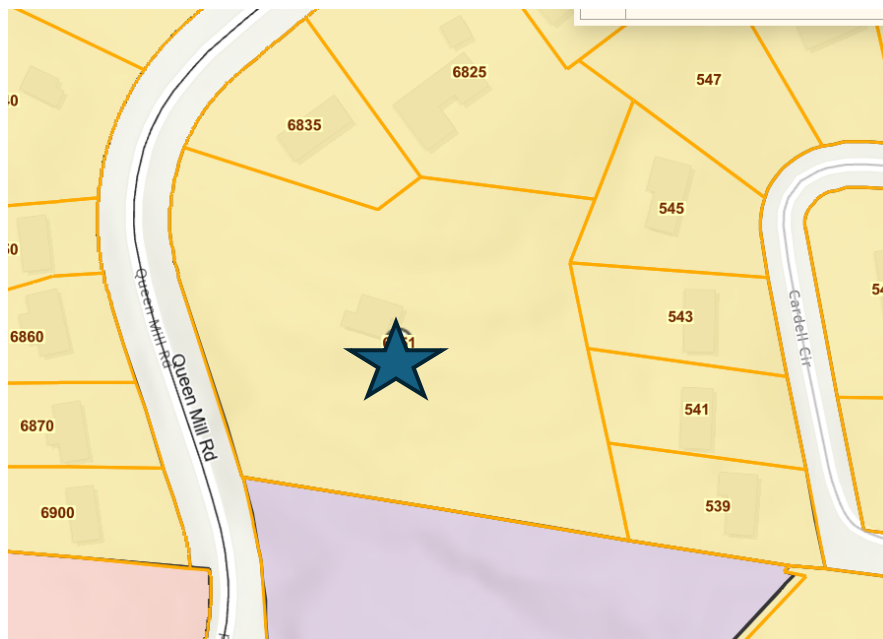
PARCEL ID: 18040500240

ACREAGE: 4.2

P.C. HEARING DATE: October 9th, 2025 / November 6 2025, / December 4, 2025

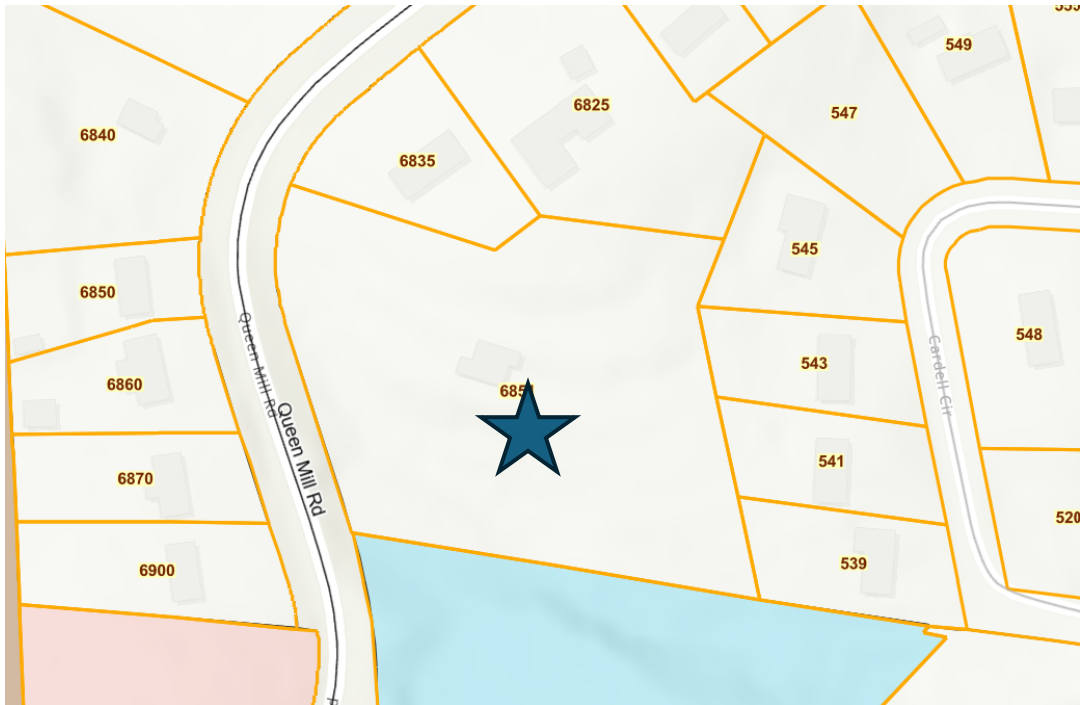
DISTRICT: 2 Councilwoman Oladapo

ZONING MAP



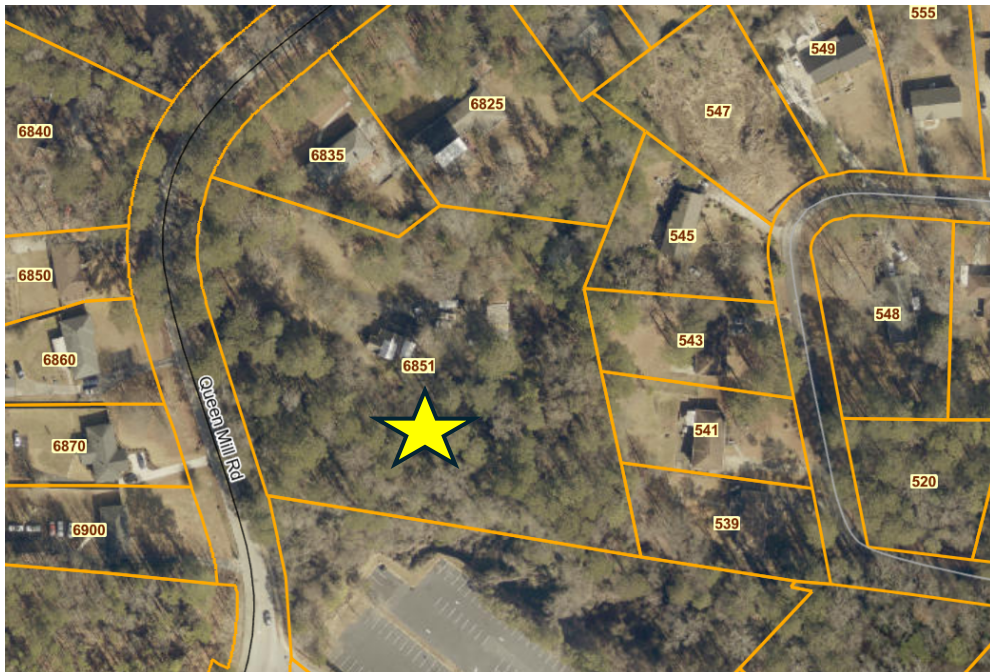
Star = Location of Subject Property

FLU MAP



Star = Location of Subject Property

AERIAL MAP



Star = Location of Subject Property

Request Zoning District for the property

Purpose and intent. The R-15 district is established to provide locations for single-family residential uses or residentially compatible institutional and recreational uses which are within or on the edge of properties delineated for any residential category as defined and shown on the Comprehensive Plan. When residentially compatible institutional and recreational uses are developed within the R-15 district, they should be designed and built to ensure intensity and density compatibility with adjacent single-family detached dwellings and otherwise to implement the stated purpose and intent of this chapter.

II. Property Description & Surrounding Land Use

The current property has existing 1,329 square foot ranch style home located on the property. The subject property is generally consistent in terrain, with elevations gradually increasing toward the northeastern portion of the site. From this high point, the topography gently decreases in grade moving from north to south across the property.

The surrounding uses and zoning classifications are varied. To north west and east of the subject property are residential zoned properties with single family-detached homes. To the south of the subject property are commercial and light industrial properties.

The property is located within the Veteran Memorial Highway Design Guidelines, however residential development are exempt from the design guidelines. Examples of Elevations are below;



LOT 2 – FRONT VIEW



LOT 2 – SIDE VIEW



LOT 2 – REAR



LOTS 3/4 – FRONT



LOTS 3/4 – FRONT/SIDE



LOTS 3/4 – SIDE/REAR



LOT 6 – FRONT VIEW



LOT 6 – SIDE VIEW



LOT 6 – REAR VIEW

ADJACENT ZONING AND CURRENT LAND USE			
Direction	Address	Current Zoning	Existing Land Use
North	6835 Queen Mill Rd	Residential Single Family Zoning (R-20) District	Single Family Home
South	6905 Mableton Pkwy	Light Industrial and CRC (Community Retail Commercial)	Ware House and Church
West	6860 Queen Mill Rd *	Residential Single Family Zoning (R-20) District	Single Family Home
East	539/541/543/545 Cardell Circle	Residential Single-Family Zoning (R-20) District	Single Family Home

Non-Residential Criteria

- **Proposed # Building:** Six (6)
- **Proposed Stories:** two (2)
- **Total Square footage of development:** 174,240
- **Floor area ratio:** 0

- **Square footage per acre:** 2.036
- **Required parking spaces** – 2 space per dwelling. (7 units = 14 required parking spaces)
- **Acres in floodplain or wetlands :** none
- **Impervious surface shown:** Max impervious surface 35 percent

III. Analysis

When considering an application to amend the current zoning designation of a property, the Mayor and City Council, the Planning Commission, and the Planning and Zoning Division shall consider the following standards as described in Section 2.03 (3) a-e of the Zoning ordinance:

1. Whether the zoning proposal is in conformity with the policy and intent of the land use plans.

It is the opinion of staff that the proposed zoning is in conformity with the policy and intent of the land use plan. The subject property is designated Low Density Residential (LDR) on the Cobb County Future Land Use Map. The requested R-15 zoning district is consistent with this designation and allows for detached single-family dwellings appropriate within the LDR category.

2. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

It is the opinion of staff that the proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property. The surrounding area consists primarily of single-family subdivisions zoned R-20 and R-15. The requested district and proposed lot sizes are compatible with this established residential pattern.

3. Whether there are other existing or changing conditions affecting the use and development of the property which gives grounds for either approval or disapproval of the zoning proposal.

It is the staff's opinion that there are existing conditions which give grounds for approval of the applicant's rezoning proposal. The property is located in an area where both R-20 and R-15 zoned neighborhoods exist, creating a transitional pattern of residential development. The requested rezoning reflects this established context and would provide a reasonable continuation of existing residential growth.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

It is the staff's opinion that the proposed rezoning will not result in an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The addition of seven single-family homes is anticipated to generate minimal traffic and service demands that can be accommodated by existing infrastructure.

5. Community Impact: Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby properties.

It is the staff's opinion that the proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby properties. The use remains residential in character

and scale, and the proposed development will be compatible with the established neighborhood.

Variance Staff Analysis

i) Extraordinary and exceptional conditions pertaining to the particular piece of property due to size, shape, or topography.

Staff finds that the applicant was able to provide evidence the subject property contains conditions that warrant consideration for setback relief. Although the lot is residential in nature, its configuration and existing development pattern create limitations that constrain placement of the structure while still maintaining required yards and functional use of the site. These conditions distinguish the property from typical residential lots and justify consideration of a reduced setback.

ii) Application of this chapter to this property would create an unnecessary hardship.

Staff finds that strict application of the 35-foot front yard setback requirement would create an unnecessary hardship by limiting reasonable development of the property. The requested reduction allows the applicant to place the structure in a location that is both functional and consistent with neighboring homes. Denial of the variance would impose a disproportionate burden on the applicant compared to the relief requested.

iii) Such conditions are peculiar to the property involved.

Staff opinion that applicant has provide evidence that finds the circumstances prompting this request are peculiar to the subject parcel. The combination of the lot's configuration, surrounding development pattern, and existing constraints affects how the property can be practically developed. These conditions are not commonly found on nearby lots and therefore justify consideration of the variance.

iv) Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this chapter.

It is the opinion of staff that the requested 25-foot setback would not create substantial detriment to surrounding properties.

v) No variance may be granted for a prohibited use or in conflict with stipulations.

It is the opinion of staff that the requested variance does not involve a prohibited use or conflict with existing stipulations.

IV. Department Comments

Cobb County Water/Sewer

Water comments:

At development: ☒ YES ☐ NO
Fire flow test required: ☒ YES ☐ NO Size and location of
existing water main(s): 12" on Queen Mill Rd Additional
water comments:

Sewer comments:

In the drainage basin: ☒ YES ☐ NO
At development: ☐ YES ☒ NO
Approximate distance to nearest sewer: In Cardell Cir
Estimated waste generation (in G.P.D.): Average daily flow = 1,470
Peak flow = 3,675

Treatment plant: South Cobb WRF

Plant capacity: ☒ Yes ☐ NO
Projected plant availability: ☐ 0-5 years ☒ 5-10 years ☐ over 10 years
Off-site easement required: ☒ YES* ☐ NO

Line capacity study required: ☐ YES ☒ NO

Letter of allocation issued: ☐ YES

☒ NO Septic tank recommended by this department: ☐

YES ☒ NO Subject to Health Department approval:

☐ YES

☒ NO Additional sewer comments:

*If off-site easements are required, the developer/owner must submit easements to CCWS for review and approval as to form and

Note: These comments only reflect what facilities were in existence at the time of this review. Developer may be required to install/upgrade water mains based on fire flow test results or Fire Department code. This will be addressed in the Plan Review process. The developer/owner will be responsible for connecting to the existing county water and sewer systems, installing and/or upgrading all outfalls & water mains, obtaining onsite and/or offsite easements, and dedication of onsite and/or offsite water and sewer to Cobb County as may be required. Rezoning does not guarantee water/sewer availability or capacity unless so stated in writing by the Cobb County Water System.

Cobb County Stormwater

Site Data

1. Address: 6851 Queen Mill Road, Mableton, GA. 30126

2. District: 2
3. Existing Zoning: R-20 Existing Allowable Impervious Coverage: 35%
4. Proposed Zoning: R-15 Allowable Future Impervious Coverage: 35%
5. Future Land Use: LDR

Existing Conditions

Floodplain Information

1. Flood Damage Prevention Designated Flood Hazard: No.

Stormwater Information

1. Drainage Basin: Un-named Tributary to the Chattahoochee River.
2. State Stream Buffers: Possibly, Not Verified; Georgia DNR Variance may be required to disturb within 25-foot streambank buffers. All stream buffers are to be located by the State's guidelines.
3. County Stream Buffer Ordinance: Possibly, Not Verified. The County's Undisturbed Stream Buffer is 50' each side of the stream; with an additional 25' impervious setback from the undisturbed buffer line. All stream buffers are to be located by the State's guidelines.
4. Impaired Stream: No.
5. Hotspot: No.
6. Wetlands: No.
7. Water Intake Zone: No.
8. Chattahoochee River Corridor: No.
9. Existing Onsite Ponds / Lake: No.

Topography Information

1. General site Description: The approximate 4.2ac parcel is predominately wooded, with one existing home and driveway. The home has been demolished. The property slopes from north to south into an existing swale which conveys runoff away from the site toward the south.
2. Downstream Description: Stormwater discharging from the site enters an existing swale on and through the Impact Worship Center property to the south and continues east through an established residential neighborhood downstream.
3. Potential or known drainage problems may exist downstream from this site.

Project Design Comments and Recommendations

The following comments and recommendations are typically required at the time of plan

(continued)

review and permitting.

Existing Onsite and Offsite Ponds and/or Lakes Design Requirements

1. Existing Downstream Offsite Lakes/Ponds: Additional Best Management Practices (BMP's) for Erosion & Sediment Control may be required during construction. Erosion Control BMP's shall be designed in accordance with the "Manual for Erosion and Sediment Control in Georgia".
2. Existing Downstream Lakes/Ponds Sediment Study Required: Provide a pre-development and post-construction sediment survey/study to document pre-development and post-development sediment levels within the downstream lakes/ponds.
 - Location(s): Jetts Lake (Within the Kingsbridge Homeowners Assoc. parcel)

Proposed Project Onsite Design Requirements

1. At the time of plan review provide a comprehensive Hydrology Study and Design for the Stormwater Management Design will be required. The design and study shall be in accordance with the Georgia Stormwater Management Manual and the current Cobb County Codes. The design and study shall include but not limited to stormwater detention, runoff reduction and/or water quality, channel protection, and downstream flood prevention.
2. Project Engineer must evaluate the impact of increased volume of runoff generated by the proposed project on existing downstream drainage system(s). This includes hydrologic and hydraulic analysis of downstream pipe system(s).
3. At the time of plan review calculate and provide the percentage of impervious coverage for the project site on the plans.
4. Impervious calculations for residential subdivision design shall be based the maximum allowable percentage per lot based on the zoning category plus all additional impervious areas including but not limited to roads, sidewalks, and amenity areas.
5. Recommend a pre-design concept meeting with Cobb County Stormwater Management Division. At the time of the Concept Meeting a proposed concept stormwater management plan shall be presented.
6. The proposed onsite storm drain system and stormwater management facility is considered private. All annual inspections, maintenance and repairs are the responsibility of the property owner. A stormwater facility "Maintenance Agreement and Access Easement" will be required at the time of the land disturbance permit with the Cobb County Stormwater Management Division.

7. The proposed stormwater management facility(ies) within residential subdivisions with dedicated streets are to be located on a standalone parcel with a 20' minimum right-of-way frontage. All appurtenances of the storm management facility must be within the pond parcel.
8. The Owner/Developer is responsible for obtaining any required stream piping and buffer variances from the Georgia EPD including any mitigation. Copies of the State's approvals, permits, and proof of mitigation are to be furnished at the time of the Land Disturbance Permit and scanned onto the plan sheets of the project drawings.
9. Stormwater discharges must be controlled not to exceed the existing capacity of the downstream storm drainage system including pipe systems, drainage swales and roadside ditches.
10. Substantially mitigate any effects of concentrated stormwater discharges onto adjacent properties. Level spreaders may be required to disburse the stormwater discharge.
11. Developer must secure drainage easement(s) to receive concentrated discharges where none naturally exist downstream.
12. Any spring activity discovered must be addressed by a qualified registered geotechnical professional engineer (PE) at the expense of the owner/developer.
13. Structural fill must be placed under the direction of a qualified registered geotechnical engineer (PE) at the expense of the owner/developer.

Special Conditions

1. Currently, a roadside ditch along the east side of Queen Mill Road discharges offsite runoff onto the site. A drainage system to capture the runoff in the roadside ditch and convey that runoff to the detention pond will be necessary.
2. The existing roadside ditch along the west side of Queen Mill Road enters a pipe system passing under Queen Mill Road and discharges runoff onto this site near the southeast corner of the parcel which must also be conveyed to the proposed detention pond.
3. Runoff currently leaves the site near the proposed rear property corner of Lots 6 & 7 (as shown on the "Conceptual Master Plan", sheet C4, dated 7-29-25, V2). It isn't clear how runoff from the detention pond will reach this discharge location? Will the detention pond discharge be piped across Lot 7 to the existing outfall location?
4. The runoff from the rear of Lots 4 – 7 will not naturally drain to the detention pond located at the front of the subdivision. How will runoff from the developed areas of these lots be captured and conveyed to the detention pond? Runoff from developed lot areas which will bypass the water quality & detention system must be minimized.

Cobb County Fire Department

The proposed zoning case must address the comments listed below by prescriptive code or equivalency, as approved by the Cobb County Fire Marshal's Office

FIRE DEPARTMENT ACCESS:

All access roads shall meet the American Association of State and Highway Transportation Officials (AASHTO) design manual live load standard HS20 (75,000 lbs.) with an unobstructed width of not less than 20 feet, 35 foot inside radius, 50 foot outside turning radius and unobstructed vertical clearance of not less than 13 feet 6 inches. (Cobb County Development Standards 402.11)

Maximum slope of the access road in reference to the apparatus is 10% Front to Back and 5% Side to Side. Maximum grade of roadways leading to Fire Access roads refer to the Cobb County Development Standard Section 400: 14% for Non-Residential. Maximum angle of departure is 8.5%.

Dead-end access roads more than 150 feet shall be provided with a turn-around (IFC Chapter-5, 120-3-3 Rules and Regulations, CCDS Section-401 & 402). Refer to APPENDIX-D for dimensional criteria for turn-arounds in commercial developments.

GUEST PARKING:

Occupant parking shall be installed as required by zoning and additional guest parking shall be shown and required as follows:

- Where driveways to two car garages exceed 50 feet in length, no additional guest parking is required.
- Where driveways to two car garages are at least 22 feet long and 20 feet wide, additional parking shall be required at .5 spaces per dwelling unit.
- Where driveways to two car garages are less than 22 feet long and 20 feet wide, additional parking shall be required at 1 space per dwelling unit.
- Where only single car garages are provided, additional parking shall be required at 2 spaces per dwelling unit.
- Guest parking spaces must be evenly distributed throughout the project. (Cobb County Development Standards 401.8.2)

FIRE HYDRANT:

The maximum distance of a hydrant to the structures shall be 500 feet. A 500-foot radius around the hydrant is not an acceptable measurement for distance. (Cobb County Development Standards 410.5.2) (Cobb County Development Standards 410.5.2)

Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet for a 40-foot length centered on the fire hydrant, exclusive of shoulders (see Figure D103.1 in Appendix D).

Cobb County DOT

Roadway	Roadway classification	Speed limit (mph)	Jurisdictional control	Recommended Min. R.O.W. requirements
Queen Mill Road	Major Collector	35	CDOT	80'

Roadway	Location	Average daily trips (vpd)	Level of service
Queen Mill Road	South of Queen Meadow Drive	4,960	C

vph = vehicles per day

Based on 2023 AADT count data taken by GDOT, as published on their website, for Queen Mill Road

Planning Level of Service based on available Average Daily Trips using GRTA guideline thresholds. Classification thresholds for LOS A and LOS B are not available for local roads from this data source.

LOS C or D is acceptable based on GDOT Design Policy Manual criteria.

ITE Land Use	Description	Expected Size (dwelling units)	AM			PM			Weekday Daily (vpd)
			In (vph)	Out (vph)	Total (vph)	In (vph)	Out (vph)	Total (vph)	
210	Single Family Homes	7	1	4	5	4	2	7	66

vph = vehicles per hour,

Development gross trip generation based on available development size and rates from the Institute of Transportation Engineers (ITE) Trip Generation, 11th edition.

Comments and observations

Queen Mill Road is classified as a major collector roadway and according to the available information the existing right-of-way does meet the recommended requirements for this classification.

In accordance with Cobb County Code 134-121 and based on site plan received July 29, 2025, this development does not require a traffic study submittal.

Recommendations

THE RECOMMENDATIONS BELOW SHALL BECOME STIPULATED REQUIREMENTS UPON INCLUSION WITH AND APPROVAL BY THE CITY OF MABLETON OF THIS APPLICATION:

1. Recommend installing curb, gutter, and sidewalk along Queen Mill Road frontage or pay fee in lieu to meet Cobb DOT standards. This recommendation is pursuant to Cobb County Development Standard 401.15, Curbs and Gutters (including subsections), Cobb County Development Standard 404 Sidewalks and Pathways, Cobb County Development

Standard 405 Accessibility Requirements, and Cobb County Development Standard Detail 106, Concrete Curbs, Medians.

2. Recommend curb and gutter along both sides and sidewalk along one side of proposed development roadway. This recommendation is pursuant to Cobb County Development Standard 401.15, Curbs and Gutters (including subsections), Cobb County Development Standard 404 Sidewalks and Pathways, Cobb County Development Standard 405 Accessibility Requirements, and Cobb County Development Standard Detail 106, Concrete Curbs, Medians.
3. Recommend a minimum of 50 feet straight-line distance (from end of curb return to start of adjacent curb return) between any residential driveways and adjacent curves, onstreet parking or other driveways. This recommendation is pursuant to Cobb County Development Standard 402.7.1, Residential Driveways and Cobb County Development Standard Detail 116R, Residential Driveway Standard.
4. Recommend mail kiosk for proposed development be located off the right-of-way and either on the inward traffic flow or adjacent to off-street guest parking. This recommendation is to address safety because of the potential of illegal parking movements crossing opposing traffic.
5. Recommend applicant verify that minimum intersection sight distance is available for the Queen Mill Road access and if it is not, implement remedial measures, subject to the Department's approval, to achieve the minimum requirement. This recommendation is pursuant to Cobb County Development Standard Detail 401B, Intersection Sight Distance.
6. Recommend Queen Mill Road access include deceleration lane, taper and/or improved curve radius to address safety because Queens Mill Road is a major collector roadway. This recommendation is pursuant to Cobb County Development Standard 402.9, Deceleration Lanes/Roadway Improvements Along Existing Streets, and Cobb County Development Standard Detail 401A, Deceleration Lanes as reviewed for potential limited right-of-way availability.
7. All signage and landscaping should be installed off county right-of-way and where it will not impede the line of sight for the driveways or roadways.

V. Staff Recommendation

The planning and zoning staff recommends *approval* of variance request and *approval* of REZ2025-004 with the following stipulations;

1. Site Plan Restriction

- Development shall be substantially consistent with the site plan submitted by the applicant (dated 11/6/25), subject to minor modifications approved by the Community Development Director to meet code requirements.

2. Lot Limitation

- The development shall be limited to a maximum of six (6) single-family detached lots.

3. House Design Standards

- Homes shall have a minimum heated floor area of 2,000 square feet.
- Elevations to be substantially similar to the elevations submitted to the Planning and Zoning Division on 11/6/2025
- Front elevations shall include a minimum of two (2) architectural elements such as covered porches, bay windows, gables, dormers, or columns.
- Final Elevations will approved by Community Development Staff

4. Front Yard Landscaping

- Each lot shall provide a minimum of one (1) canopy tree planted in the front yard prior to the issuance of a Certificate of Occupancy.

5. Fencing

- Privacy fencing up to six (6) feet in height may be required along portions of the property boundary adjacent to existing single-family residences, subject to staff review at time of final plat.

6. Stormwater Management

- All stormwater facilities shall meet or exceed City of Mableton regulations. Low Impact Development (LID) techniques such as bio-swales, rain gardens, or pervious pavers are encouraged.

7. Access & Streets

- Internal streets shall meet City design standards and be dedicated as public right-of-way.
- Sidewalks shall be provided on at least one side of all internal streets.

8. Construction Hours

- Construction activity shall be limited to 7:00 a.m. to 7:00 p.m. Monday through Saturday. No Sunday construction shall be permitted.

9. Homeowners Association (HOA)

- A mandatory HOA shall be established to maintain common areas, buffers, entrance features, and stormwater facilities.

10. Cobb County Review Comments

- All plan review comments from the Cobb DOT, Cobb Fire, Cobb Stormwater and Cobb Water/Sewer.

VI. Planning Commission Recommendation

On December 4th, 2025 the Mableton Planning Commission recommend **Approval** of REZ-2025-004 with the following stipulations;

1. Site Plan Restriction

- Development shall be substantially consistent with the site plan submitted by the applicant (dated 11/6/25), subject to minor modifications approved by the Community Development Director to meet code requirements.
- Homeowner for lot six (6) must have minimum of two (2) architectural elements on the side and rear.
- **Easement agreement between the developer and the property owner at 6835 Queen Mill road for site distance improvement must be in perpetuity and reviewed by Community Development Staff prior issuance of Land Disturbance Permit.**

2. Lot Limitation

- The development shall be limited to a maximum of six (6) single-family detached lots.
- **If developer is unable to gain access to sewer/water or satisfy the stormwater management stipulations then the zoning will revert back to the original zoning**

3. House Design Standards

- Homes shall have a minimum heated floor area of 2,000 square feet.
- Elevations to be substantially similar to the elevations submitted to the Planning and Zoning Division on 11/6/2025
- Front elevations shall include a minimum of two (2) architectural elements such as covered porches, bay windows, gables, dormers, or columns.
- Final Elevations will approved by Community Development Staff
- **Front Elevations must have at least 25 percent brick or stone.**

4. Front Yard Landscaping

- Each lot shall provide a minimum of one (1) canopy tree planted in the front yard prior to the issuance of a Certificate of Occupancy.

5. Fencing

- Privacy fencing up to six (6) feet in height may be required along portions of the property boundary adjacent to existing single-family residences, subject to staff review at time of final plat.

6. Stormwater Management

- All stormwater facilities shall meet or exceed City of Mableton regulations. Low Impact Development (LID) techniques such as bio-swales, rain gardens, or pervious pavers are encouraged.
- **Detention Pond to be fenced with a 6-foot wood privacy fence. If a metal chain link fence is also required, it will be inside the wood privacy fence.**

7. Access & Streets

- Internal streets shall meet City design standards and be dedicated as public right-of-way.
- Sidewalks shall be provided on at least one side of all internal streets.
- No option fee in lieu of curb gutter and sidewalk for this development.

8. Construction Hours

- Construction activity shall be limited to 7:00 a.m. to 7:00 p.m. Monday through Saturday. No Sunday construction shall be permitted.
9. **Homeowners Association (HOA)**
- A mandatory HOA shall be established to maintain common areas, buffers, entrance features, and stormwater facilities.
 - **A covenant stipulation that the garages of the homes must be available for parking and not used as a storage or living space.**
 - **A covenant stipulation only one home can be rented at any given time.**
 - **No Building Permit to be issued until the HOA Covenants garage and rental restrictions have been review by staff**
10. Cobb County Review Comments
- All plan review comments from the Cobb DOT, Cobb Fire, Cobb Stormwater and Cobb Water/Sewer.

1 **STATE OF GEORGIA**

2 **CITY OF MABLETON**

3 **ORDINANCE NO. 2025-12-02**

4 AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF MABLETON,
5 GEORGIA BY REZONING CERTAIN PARCELS OF REAL PROPERTY LOCATED AT
6 6851 QUEENS MILL ROAD, MABLETON, GEORGIA (COBB COUNTY PIN
7 **18040500240**); TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY;
8 TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO
9 PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED BY LAW.

10 **WHEREAS**, the governing authority of the City of Mableton, Georgia (the “City”) are the
11 Mayor and Council thereof; and

12 **WHEREAS**, the governing authority is authorized by its Charter and state law to regulate
13 zoning within the limits of the City; and

14 **WHEREAS**, the subject parcels of real property consist of approximately 4.2 acres,
15 located at 6851 Queens Mill Road, Land Lot 405 and 406, District 18th, according to the present
16 system of numbering property in Mableton, Cobb County, Georgia (Cobb County Tax Parcel
17 Identification Numbers: 18040500240) (the “Property”); and

18 **WHEREAS**, the Property is currently zoned as R-20 -Single Family Residential; and

19 **WHEREAS**, the owners (“Applicant”) of the Property filed an application requesting the
20 governing authority to rezone the Property to R-15 and with the intention for the applicant to
21 subdivide the lot to allow 6 residential lots and one detention pond lot; and

22 **WHEREAS**, the Planning Commission and City staff have recommended approval, along
23 with a variance to reduce the minimum front setback from 35 feet to 20 feet as the rezoning will
24 not adversely impact adjacent properties and will be consistent with the other uses; and

25 **WHEREAS**, the governing authority of the City desires to rezone the Property to R-15, to
26 ensure consistency with the City’s comprehensive plan and future land use plan; and

27 **WHEREAS**, the City has complied with the notice and hearing requirements pursuant to
28 O.C.G.A. § 36-66-1 *et seq.*; and

29 **WHEREAS**, the health, safety and welfare of the citizens of the City will be positively
30 impacted by the adoption of this Ordinance.

31 **NOW THEREFORE**, be it and it is hereby resolved by the Mayor and Council of the
32 City of Mableton:

33 **Section 1.** Those certain parcels of real property consisting of approximately 4. 2 acres
34 located at located at 6851 Queens Mill Road, Land Lot 405 and 406, District 18th according to
35 the present system of numbering property in Mableton, Cobb County, Georgia (Cobb County Tax
36 Parcel Identification Numbers: 18040500240) is hereby rezoned from R-20 – Single Family
37 Residential to R-15 – Single Family Residential with the intention for the applicant to subdivide
38 the lot to allow 6 residential lots and one detention pond lot. Such rezoning is to be noted on the
39 official City of Mableton Zoning Map approved by the Mayor and Council as soon as reasonably
40 possible following adoption of this Ordinance along with an editorial note on the official City of
41 Mableton Zoning Map specifying the parcel affected by this Ordinance and the date of adoption
42 of this Ordinance. Until this rezoning is indicated on the official City of Mableton Zoning Map,

this Ordinance and Exhibit A shall govern over the official City of Mableton Zoning Map to the extent of any discrepancy between this Ordinance and the official City of Mableton Zoning Map.

Section 2. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, 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. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and 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 this Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed to the extent of such conflict.

Section 4. The effective date of this Ordinance shall be the date of its adoption by the Mayor and Council unless otherwise stated herein.

Section 5. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Mableton.

Section 6. It is the intention of the governing body, and it is hereby resolved that the provisions of this Ordinance shall be enforceable under the authority of the City as permitted in its Charter and Ordinances.

Section 7. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

SO ORDAINED, this _____ day of _____, 2025.

CITY OF MABLETON, GEORGIA

Michael Owens, Mayor

ATTEST:

Susan Hiott, City Clerk

APPROVED AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney

96

97 **EXHIBIT A**

98

99 Stipulations:

100 **1. Site Plan Restriction**

- 101 ○ Development shall be substantially consistent with the site plan submitted by the
- 102 applicant (dated 11/6/25), subject to minor modifications approved by the
- 103 Community Development Director to meet code requirements.
- 104 ○ Homeowner for lot six (6) must have minimum of two (2) architectural elements
- 105 on the side and rear.
- 106 ○ **Easement agreement between the developer and the property owner at 6835**
- 107 **Queen Mill road for site distance improvement must be in perpetuity and**
- 108 **reviewed by Community Development Staff prior issuance of Land**
- 109 **Disturbance Permit.**

110 **2. Lot Limitation**

- 111 ○ The development shall be limited to a maximum of six (6) single-family detached
- 112 lots.
- 113 ○ **If developer is unable to gain access to sewer/water or satisfy the stormwater**
- 114 **management stipulations, then the zoning will revert back to the original**
- 115 **zoning.**

116 **3. House Design Standards**

- 117 ○ Homes shall have a minimum heated floor area of 2,000 square feet.
- 118 ○ Elevations to be substantially similar to the elevations submitted to the Planning
- 119 and Zoning Division on 11/6/2025
- 120 ○ Front elevations shall include a minimum of two (2) architectural elements such
- 121 as covered porches, bay windows, gables, dormers, or columns.
- 122 ○ Final Elevations will approved by Community Development Staff
- 123 ○ **Front Elevations must have at least 25 percent brick or stone.**

124 **4. Front Yard Landscaping**

- 125 ○ Each lot shall provide a minimum of one (1) canopy tree planted in the front yard
- 126 prior to the issuance of a Certificate of Occupancy.

127 **5. Fencing**

- 128 ○ Privacy fencing up to six (6) feet in height may be required along portions of the
129 property boundary adjacent to existing single-family residences, subject to staff
130 review at time of final plat.

131 **6. Stormwater Management**

- 132 ○ All stormwater facilities shall meet or exceed City of Mableton regulations. Low
133 Impact Development (LID) techniques such as bio-swales, rain gardens, or
134 pervious pavers are encouraged.
- 135 ○ **Detention Pond to be fenced with a 6-foot wood privacy fence. If a metal**
136 **chain link fence is also required, it will be inside the wood privacy fence.**

137 **7. Access & Streets**

- 138 ○ Internal streets shall meet City design standards and be dedicated as public right-
139 of-way.
- 140 ○ Sidewalks shall be provided on at least one side of all internal streets.
- 141 ○ No option fee in lieu of curb gutter and sidewalk for this development.

142 **8. Construction Hours**

- 143 ○ Construction activity shall be limited to 7:00 a.m. to 7:00 p.m. Monday through
144 Saturday. No Sunday construction shall be permitted.

145 **9. Homeowners Association (HOA)**

- 146 ○ A mandatory HOA shall be established to maintain common areas, buffers,
147 entrance features, and stormwater facilities.
- 148 ○ **A covenant stipulation that the garages of the homes must be available for**
149 **parking and not used as a storage or living space.**
- 150 ○ **A covenant stipulation that states that only one home can be rented at any**
151 **given time.**
- 152 ○ **No Building Permit to be issued until the HOA Covenants garage and rental**
153 **restrictions have been reviewed by staff**

154 **10. Cobb County Review Comments**

- 155 ○ All plan review comments from the Cobb DOT, Cobb Fire, Cobb Stormwater and
156 Cobb Water/Sewer.

157

Application for Rezoning Mableton, Georgia

Received 8/5/25

@

Application No. REZ-25-005

PC Hearing Date: 11/16/25

M&C Hearing Date: 11/12/25

Applicant Theodore Bullard Phone# 401-854-8290
(applicant's name printed)

Address 1118 Hibiscus Way SW Mableton, GA 30126 E-mail tbullard@gmail.com

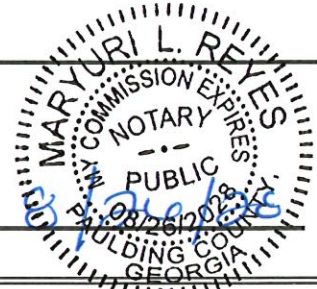
Address _____
(representative's name, printed)

Phone# _____ E-mail _____
(representative's signature)

Signed, sealed and delivered in presence of:

M. Reyes
Notary Public

My commission expires: _____



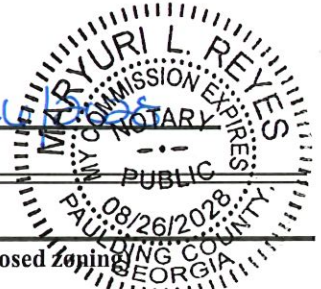
Titleholder Theodore Bullard Phone# 401-854-8290 E-mail tbullard@gmail.com
(titleholder's name, printed)

Signature T. Bullard Address 1118 Hibiscus Way SW Mableton, GA 30126
(attach additional signature, if needed)

Signed, sealed and delivered in presence of:

M. Reyes
Notary Public

My commission expires: 8/26/28



Zoning Request From R-20 to RD
(present zoning) (proposed zoning)

For the Purpose of Duplex Affordable Housing Size of Tract 0.5 Acre(s)
(subdivision, restaurant, warehouse, apt., etc.)

Location 4470 Floyd Drive Mableton, GA 30126
(street address, if applicable; nearest intersection, etc.)

Land Lot(s) 1001 District(s) 19th

We have investigated the site as to the existence of archeological and/or architectural landmarks. I hereby certify that there are/are no such assets. If any exist, provide documentation with this application.

T. Bullard
(applicant's signature)

We have investigated the site as to the existence of any cemetery located on the above property. I hereby certify that there is/is not such a cemetery. If any exist, provide documentation with this application.

T. Bullard
(applicant's signature)

Summary of Intent for Rezoning

Part 1. Residential Rezoning Information (attach additional information if needed)

- a) Proposed unit square-footage(s): 2,928 Total Heated
- b) Proposed building architecture: Traditional Duplex House Plan
- c) List all requested variances: None needed
- _____
- _____
- _____

Part 2. Non-residential Rezoning Information (attach additional information if needed)

- a) Proposed use(s): _____
- b) Proposed building architecture: _____
- c) Proposed hours/days of operation: _____
- d) List all requested variances: _____
- _____
- _____
- _____

Part 3. Required Renderings illustrating all four sides of any building (residential or commercial) elevations must be provided in .pdf or .jpg format as part of this summary of intent. The files must be in color and at a sufficient resolution for quality printing.

see Attached



Traditional Duplex House Plan with Matching 3 Bed, 3 Bath Units - 1464 Sq Ft Each

2,928
Heated S.F.

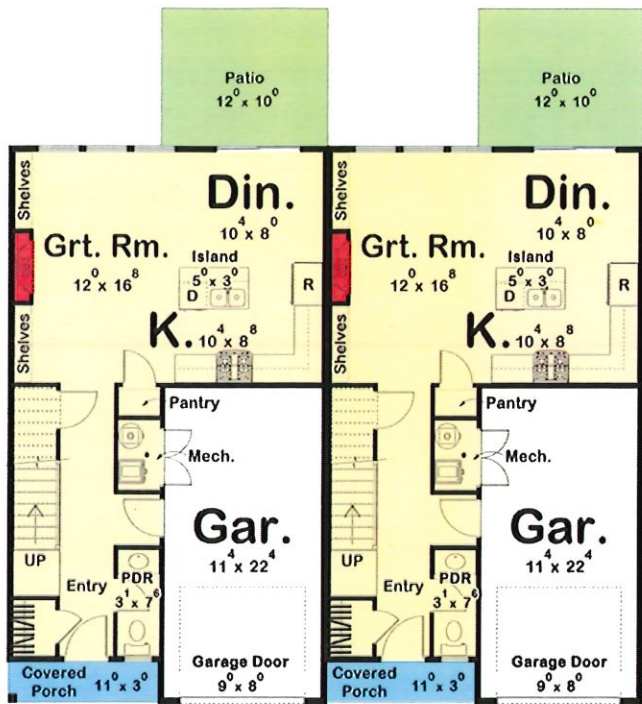
2
Units

46'
Width

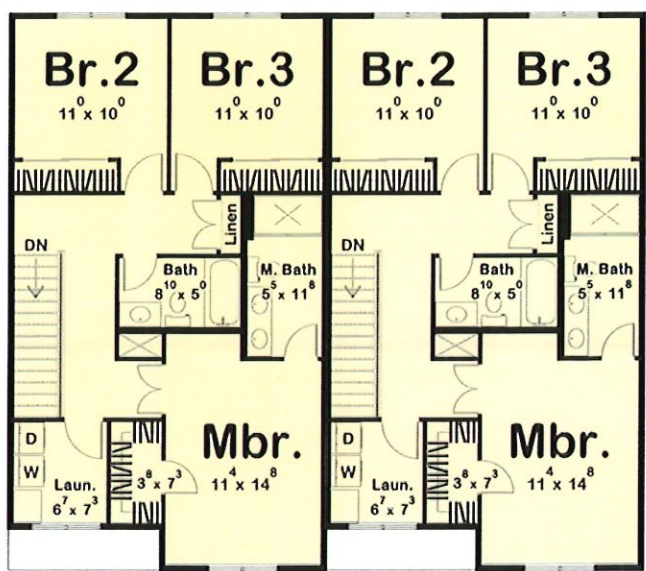
40'
Depth

Floor Plan

Main Level



Second Level



Plan Details

Square Footage Breakdown

Total:	2,928 sq. ft.
1st Floor:	1,244 sq. ft.
2nd Floor:	1,684 sq. ft.

Dimensions

Width:	46' 0"
Depth:	40' 0"
Max ridge height:	28' 0"

Beds/Baths

Bedrooms:	6
Full bathrooms:	4
Half bathrooms:	2

Garage

Type:	Attached
Area:	528 sq. ft.
Count:	2 Cars
Entry Location:	Front

Foundation Type

Standard Foundations:	Slab
Optional Foundations:	Walkout, Crawl, Basement

Exterior Walls

Standard Type(s):	2x4
Optional Type(s):	2x6

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Plan 623049DJ
architectturaldesigns.com



1-800-854-7852
1-262-521-4596

PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant* - please see definition below)

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? NO

If so, describe the nature and extent of such interest: _____

Does any member of the Mayor and Council or Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? NO

If so, describe the nature and extent of such interest: _____

Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above? NO

If so, describe the relationship and the nature and extent of such interest: _____

I certify that the foregoing information is true and correct, this 5th day of August, 20 25.

[Signature]
Applicant's Signature

¹If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney, or other person representing or acting on behalf of a person who applies for a rezoning action.

CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant* - please see definition below)

Has the applicant² made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? NO

If so, the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of Mableton within ten (10) days after this application is first filed.

Please apply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made: _____

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution: \$0

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: 0

I certify that the foregoing information is true and correct, this 5th day of August, 20 25.

J. Butler
Applicant's Signature

¹If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.

SURVEYORS NOTES

1. STORM SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES MAY HAVE BEEN PAVED OR COVERED OVER. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATION HEREIN MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES, BEFORE EXCAVATION ARE BEGUN, CALL THE UTILITIES PROTECTION CENTER FOR ADDITIONAL INFORMATION.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
3. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT THE EXPRESS RECTIFICATION OF THE SURVEYOR NAMING SUCH PERSON, PERSONS OR ENTITY.
4. BEARINGS SHOWN WERE COMPUTED FROM ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION.
5. THIS PROPERTY IS SUBJECT TO CURRENT ZONING REGULATIONS AND RESTRICTIONS.
6. ALL REBARS SET ARA 1/2" REBARS UNLESS OTHERWISE NOTED.
7. THE EXISTENCE, SIZE AND LOCATION OF IMPERVIOUS BUFFERS ARE SUBJECT TO FINAL DETERMINATION BY THE LOCAL ISSUING AUTHORITY, CITY, OR COUNTY.
8. CONTOUR INTERVAL= 1 FEET
9. ALL DISTANCES SHOWN ON PLAT ARE GROUND DISTANCES.

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- O.H.P. OVERHEAD POWER LINE
- P.P. POWER POLE
- L.L.L. LAND LOT LINE
- I.P.F. 1/2" IRON PIN FOUND
- O.T.P.F. OPEN TOP PIPE FOUND
- C.L. CENTER LINE
- ⊗ LOT NUMBER
- W.M. WATER METER
- G.M. GAS METER

SURVEYOR'S CERTIFICATE

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Regulation for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 47-1-57.

1-2-2025
 DATE
 WALTER F. PRINCE Georgia RLS No. 2808

INSTRUMENT USED:

GEOMAX ZOOM 90 ROBOTIC TOTAL STATION.
 REFERENCE USE: DB: 16060 PG: 589

NOTE:

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 65,580 FEET AND AN ANGULAR ERROR OF 00 00'08" PER ANGLE POINT. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1: 183,383 FEET
2. ANY & ALL UNDERGROUND UTILITIES, I.E. SEWER, STORM, GAS, WATER, ETC. HAVE NOT BEEN FIELD LOCATED BY CONVENTIONAL SURVEY METHODS.
3. NO VISIBLE EVIDENCE OF A CEMETERY FOUND.

ZONED R-20

MIN. LOT AREA 20,000 SQ.FT
 FRONT SETBACK 35 FEET
 SIDE SETBACK 10 FEET
 REAR SETBACK 35 FEET

GRAPHIC SCALE



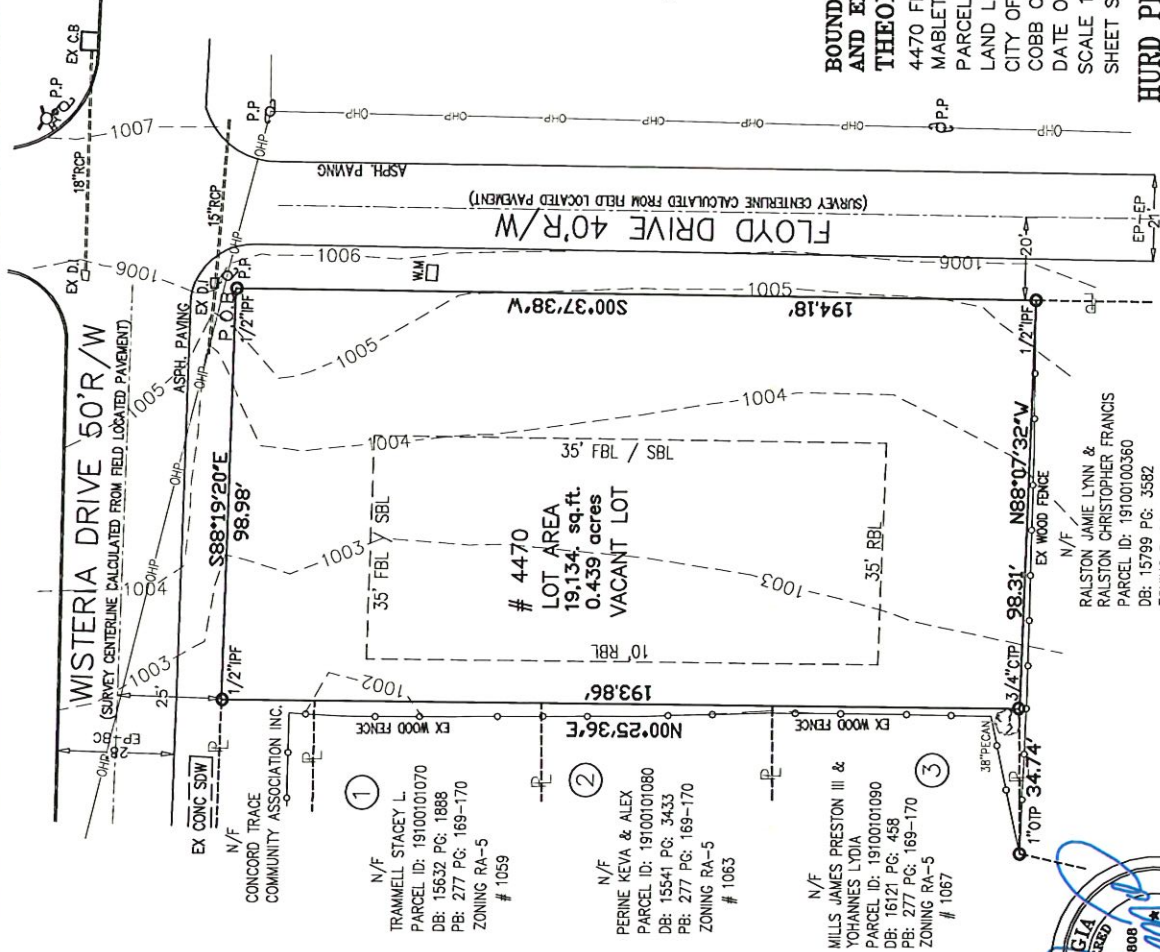
BOUNDARY SURVEY OF TOPOGRAPHIC AND EXISTING CONDITION FOR: THEODORE BULLARD

4470 FLOYD DRIVE
 MABLETON GA. 30126
 PARCEL ID: 19100100060
 LAND LOT: 1001 19TH DISTRICT
 CITY OF MABLETON
 COBB COUNTY, GEORGIA
 DATE OF FIELD SURVEY: 12-31-2024 (R&D)
 SCALE 1"=30' DATE OF PLAT 1-2-2025
 SHEET SIZE 11" X 17" JOB # 28701

HURD PRINCE & ASSOCIATES, INC.

Consulting Planners & Surveyors
 110 MLK SR HERITAGE TRAIL
 STOCKBRIDGE, GEORGIA 30281-3424

Phone (678)-593-5450 Cell (404) 372-7304



FLOOD STATEMENT:
 NO PORTION OF THIS PROPERTY IS LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY F.I.A. OFFICIAL FLOOD HAZARD MAP PANEL # 13067C0202J DATE: 10/052018



Statement of Agreeable Zoning Conditions & Zoning Analysis

I am requesting the rezoning of my property from **R-20 to RD** in the City of Mableton. My objective is to develop an affordable duplex on the site in accordance with the purpose and intent of the RD zoning designation, which is to provide locations for the development of affordable, owner-occupied, single-family detached or attached residential dwellings including duplexes.

This rezoning would not only serve the broader goal of increasing access to affordable housing in our community, but it would also be consistent with the surrounding zoning designations and the City's Comprehensive Plan.

Zoning Compatibility

The requested rezoning is contextually appropriate given the existing zoning patterns in the immediate vicinity of my property:

- Three homes directly behind me are zoned **RA-5** (single-family).
- The property directly to my left is zoned **RM-8** (multifamily).
- The home directly across the street is zoned **R-20**, but it is grandfathered as a duplex (**functionally RD**).
- The home to my right is zoned **R-20** (single-family).
- Diagonally across from my property is a unit zoned **RSL** (Residential Senior Living).

Given this mix of zoning including areas designated for single-family, multifamily, and duplex residences a rezoning of my property to **RD** is entirely in line with the established zoning character of the neighborhood.

Purpose and Intent Alignment

The **RD** district is designed to support affordable housing opportunities by allowing the development of attached or detached residential units, such as duplexes. My proposal directly aligns with this intent by providing affordable homeownership opportunities while ensuring that the development remains compatible in scale and density with the existing residential context. Moreover, the property is within an area designated for medium-density residential development under the City's Comprehensive Plan.

Community Impact

By rezoning this parcel to RD, I will contribute to expanding access to affordable housing in Mableton without disrupting the existing character of the neighborhood. The proposed duplex will be carefully designed to complement the surrounding homes and enhance the overall housing diversity in the area. I respectfully ask for your favorable consideration of this rezoning request, which aligns with both the City's long-term planning goals and the zoning character of the immediate area.

Sincerely,

Theodore Bullard

Developments of Regional Impact Development Thresholds					
Type of Development	Notification Only	Rural and Developing Rural	Maturing Neighborhoods, Established Suburbs, Developing Suburbs, and other places not mentioned in this table	Regional Centers, and Regional Employment Corridors	Region Core
(1) Office	400,000 gross square feet	400,000 gross square feet	500,000 gross square feet	600,000 gross square feet	700,000 gross square feet
(2) Commercial	Greater than 300,000 gross square feet	300,000 gross square feet	400,000 gross square feet	500,000 gross square feet	600,000 gross square feet
(3) Wholesale & Distribution	Greater than 500,000 gross square feet	500,000 gross square feet	500,000 gross square feet	500,000 gross square feet	500,000 gross square feet
(4) Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day	300 new beds	400 new beds	500 new beds	600 new beds
(5) Housing	Greater than 400 new lots or units	400 new lots or units	500 new lots or units	600 new lots or units	700 new lots or units
(6) Industrial	Greater than 500,000 gross square feet; or employing more than 1,600 workers; or covering more than 400 acres	500,000 SF or 1600 workers	500,000 SF or 1600 workers	500,000 SF or 1600 workers	500,000 SF or 1600 workers
(7) Hotels	Greater than 400 rooms	400 rooms	500 rooms	600 rooms	700 rooms
(8) Mixed Use	Gross square feet of 400,000 or more (with residential units calculated at either 1800 square feet per unit or, if applicable, the minimum square footage allowed by local development regulations); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein	400,000 gross square feet (with residential units calculated at 1800 square feet per unit, or the minimum allowed by the host local government)	500,000 gross square feet (with residential units calculated at 1500 square feet per unit, or the minimum allowed by the host local government)	600,000 gross square feet (with residential units calculated at 1000 square feet per unit, or the minimum allowed by the host local government)	700,000 gross square feet (with residential units calculated at 1000 square feet per unit, or the minimum allowed by the host local government)
(9) Airports	All new airports, runways and runway extensions	New airports and runway extensions of 500 ft. or more	New airports and runway extensions of 500 ft. or more	New airports and runway extensions of 500 ft. or more	New airports and runway extensions of 500 ft. or more

(10) Attractions & Recreational Facilities	Greater than 1,500 parking spaces or a seating capacity of more than 6,000	1,500, seating capacity of 6,000+	1,500, seating capacity of 6,000+	1,500, seating capacity of 6,000+	1,500, seating capacity of 6,000+
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(11) Post-Secondary School	New school with a capacity of more than 2,400 students; or expansion by at least 25 percent of capacity	New school with 2,400 students or expansion of at least 25%	New school with 2,400 students or expansion of at least 25%	New school with 2,400 students or expansion of at least 25%	New school with 2,400 students or expansion of at least 25%
(12) Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more	New facility within 1 mile of public facility (airport, school, reservoir, river, etc.), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only
(13) Quarries, Asphalt & Cement Plants	New facility or expansion of existing facility by more than 50 percent	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only
(14) Wastewater Treatment Facilities	New major conventional treatment facility or expansion of existing facility by more than 50 percent; or community septic treatment facilities exceeding 150,000 gallons per day or serving a development project that meets or exceeds an applicable threshold as identified herein	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)
(15) Petroleum Storage Facilities	Storage greater than 50,000 barrels if within 1,000 feet of any water supply; otherwise, storage capacity greater than 200,000 barrels	50,000 barrels if within 1,000 ft. of water supply	50,000 barrels if within 1,000 ft. of water supply	50,000 barrels if within 1,000 ft. of water supply	50,000 barrels if within 1,000 ft. of water supply
(16) Water Supply Intakes/Public Wells/Reservoirs/Treatment Facilities	New Facilities	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)

(17) Intermodal Terminals	New Facilities	New facilities	New facilities	New facilities	New facilities
(18) Truck Stops	A new facility with more than three (3) diesel fuel pumps, or containing a half acre of truck parking or 10 truck parking spaces	10 or more diesel fuel pumps or 20 or more truck parking spaces	10 or more diesel fuel pumps or 20 or more truck parking spaces	10 or more diesel fuel pumps or 20 or more truck parking spaces	10 or more diesel fuel pumps or 20 or more truck parking spaces

(19) Correctional/Detention Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips
(20) Any other development types not identified above (includes parking facilities)	1000 parking spaces or, if available, more than 5,000 daily trips generated	1000 spaces or 5,000 daily trips	1000 spaces or 5,000 daily trips	1000 spaces or 5,000 daily trips	1000 spaces or 5,000 daily trips

Cobb County, GA

Composite Summary

ParcelNumber 19100100060
 PropertyAddress 4470 FLOYD DR SW
 Class R3 - Residential vacant
 Acres 0.5
 LandSquareFootage 21780
 Neighborhood M0009993 - DEVELOPMENT LAND
 TaxDistrict (M) MABLETON
 SubdivisionName 9991 - HOMESITE



[View Map](#)

Owner

BULLARD THEODORE & BETTER SELF LLC
 1118 HIBISCUS WAY SW
 MABLETON GA 30126 5505

Owner Info Last Updated 5/30/2025

Appraised Values

Year	Property Class	LUC	Appraised Land	Appraised Building Value	Total Appraised Value
2025	R3	100	\$131,560	\$0	\$131,560

[Show Historical Appraised Values](#)

Assessed Values

Year	Assessed Land	Assessed Building Value	Total Assessed Value
2025	\$52,624	\$0	\$52,624

[Show Historical Assessed Values](#)

Permits

Date	Number	Amount	Purpose	Status
11/28/2011	2011-8942	\$4,000	DEMOLITION	C - Closed Permit

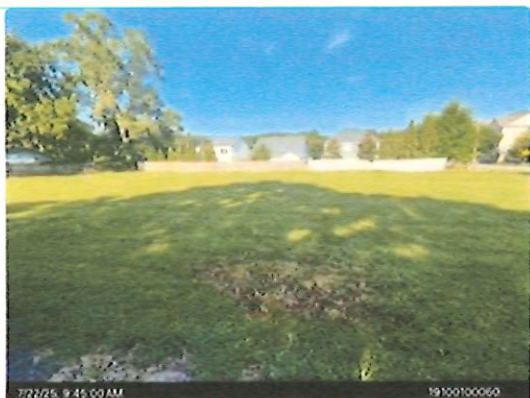
Sales Information

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sales Validity	Grantor	Grantee	Recording
5/25/2022	\$155,000		16060	0589	VALID SALE	DTV, LLC	BETTER SELF LLC	Click Here

As an enhanced customer service, the Superior Court Clerk and Tax Assessors' Office has created this direct link to deed documents.

Not all deeds display on the Tax Assessors' Website! For complete deed research, visit the Superior Court Clerk's website at <http://www.cobbssuperiorcourtclerk.org>

Photos



No data available for the following modules: 2025 Undeliverable Notices, Upcoming Visits, Summary - Personal Property, Current Year Business Forms, Appraised Values - Personal Property, Residential Improvement Information, Commercial Improvement Information, Accessory Information, Appeals, Sketches, Additions.

[User Privacy Policy](#) [GDPR Privacy Notice](#)
[Last Data Upload: 8/2/2025, 8:19:05 AM](#)



HEATHER WALKER, Deputy Tax Commissioner

BILL NUMBER

MAKE CHECK PAYABLE TO: **"Cobb County Tax Commissioner"**
MAIL REMITTANCE TO: **P.O. BOX 100127**
MARIETTA, GA 30061-7027

PROPERTY DESCRIPTION 4470 FLOYD DR SW								
Parcel	Lot	BLK	Unit	Acres	Homestead	Dist	Gross Value	Gross Assessment
19-1001-0-006-0				0.50		M	131560	52624

TOTAL TAX	1586.62
LESS AMT. PREV. PAID	-1586.62
5% Penalty	79.33
Interest	31.93

Total Due	\$0.00
-----------	--------

DETACH AND RETURN WITH CHECK

REMITTANCE COPY

TAXPAYER COPY

PROPERTY DESCRIPTION 4470 FLOYD DR SW								
Parcel	Lot	BLK	Unit	Acres	Homestead	Dist	Gross Value	Gross Assessment
19-1001-0-006-0				0.50		M	131560	52624

BULLARD THEODORE & BETTER SELF LLC
1118 HIBISCUS WAY SW
MABLETON GA 30126-5505

GROSS ASSESSMENT -		NET EXEMPTION = ASSESSMENT		CALCULATED X MILLAGE = TAX -			TOTAL TAX
STATE	52624		52624	0.000000			
COUNTY GENERAL	52624		52624	0.008460	445.20		445.20
COUNTY BOND	52624		52624	0.000000			
COUNTY FIRE	52624		52624	0.002990	157.35		157.35
SCHOOL GENERAL	52624		52624	0.018700	984.07		984.07
SCHOOL BOND	52624		52624	0.000000			
10% PENALTY FOR NOT FILING A TAX RETURN							
TOTAL					1586.62		1586.62
					LESS AMT. PREV. PAID		-1586.62
						5% Penalty	79.33
						Interest	31.93

Records indicate taxes remain unpaid for years:

Total Due	\$0.00
-----------	--------

For information call 770-528-8600.

COUNTY GENERAL & SCHOOL GENERAL NOTICE: The adopted millage rate(s) exceeds the estimated roll-back rate as stated in the annual notice of assessment that you previously received for this taxable year, which will result in an increase in the amount of property tax that you will owe.

SCHOOL GENERAL NOTICE: COBB COUNTY BOARD OF EDUCATION chose to opt out of property tax relief for homeowners related to HB 581 (2024). If you have concerns about that decision, please call (770) 426-3300.

This is the duplicate tax bill for the above said property, calculated from information supplied by the Cobb County Board of Tax Assessors.

You must send a copy of this bill to your mortgage company if they are responsible for payment.

CARLA JACKSON, Tax Commissioner
HEATHER WALKER, Deputy Tax Commissioner

Phone 770-528-8600
Fax 770-528-8679
E-mail: tax@cobbtax.gov
tags@cobbtax.gov
Web: www.cobbtax.gov

Return Recorded Document to:
Hallmark, Bowman & Hallmark, LLC
3818 Powder Springs Road
Powder Springs, Georgia 30127-2736

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COBB

File #: 06081

This Indenture made this 25th day of May, 2022, between DTV, LLC, a Louisiana limited liability company, and Team Todd Realty Group, Inc., a Georgia corporation, as party or parties of the first part, hereinafter called Grantor, and Better Self, LLC, 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 00/100'S (\$10.00) Dollars and other good and valuable consideration 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:

All that tract or parcel of land lying and being in Land Lot 1001 of the 19th District, 2nd Section, Cobb County, Georgia, being more particularly described as follows: Beginning at the southwest intersection of New Street (now Wisteria Road) and Main Street (now Floyd Drive) and running thence West along the south side of New Street 100 feet; thence running South 200 feet; running thence East 100 feet to the west side of Main Street; running thence North along the west side of Main Street 200 feet back to the point of Beginning, being improved property. Above property being described in accordance with blueprint of survey prepared by W.T. Poston, Reg. 604, dated June 25, 1955. Said property being known as 4470 Floyd Dr SW, Mableton, GA 3016-5545 according to the present system of numbering houses in and around Cobb County, Georgia. Tax ID# 19100100060

Tax ID#:19100100060

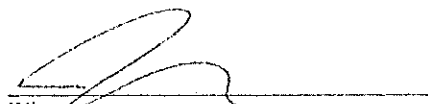
This Deed is given subject to all zoning ordinances, easements, covenants, conditions and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, 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.

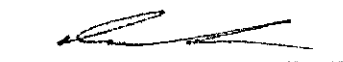
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

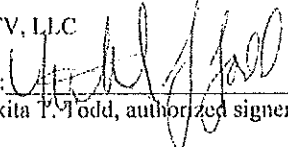


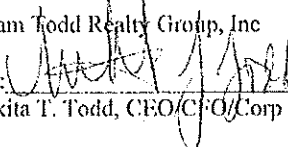
Witness
Sworn to and subscribed before me
this 25th day of May, 2022.



Notary Public



DTV, LLC
By:  (Seal)
Nikita T. Todd, authorized signer

Team Todd Realty Group, Inc
By:  (Seal)
Nikita T. Todd, CEO/CFO/Corp Secretary

Attachment L



REZONING FEE STRUCTURE

Acres/Square Footage	Single-Family Residential (R-80, R-40, R-30, R-20, R-15, CS)	Medium/High Density Residential (RD, RA-5, SC, RM-8, RSL, FST, RM-12, MHPS, MHP)	Commercial, Industrial, Office (LRO, NRC, LRC, OI, UVC, PVC, CRC, OMR, OS, PSC, TS, GC, LI, HI)
0 – 5 Acres	\$ 500	\$ 750	\$1,000
5 – 10 Acres	\$1,000	\$1,500	\$2,000
10 – 20 Acres	\$1,500	\$2,000	\$2,500
20 – 100 Acres	\$2,000	\$2,500	\$3,000
100 + Acres	\$2,500 + \$25 per acre	\$3,000 + \$25 per acre	\$3,500 + \$25 per acre
0 to 20,000 sq. ft.		\$ 700	\$ 900
20,001 to 50,000 sq. ft.		\$1,200	\$1,500
50,001 to 100,000 sq. ft.		\$1,500	\$1,800
100,001 to 500,000 sq. ft.		\$2,000	\$2,200
500,001 + sq. ft.		\$2,000 + \$90 per 100,000 sq. ft.	\$2,200 + \$ 115 per 100,000 sq. ft.

NOTE: The maximum fee for any rezoning application \$10,000. Fees must be paid by credit card or Venmo.

(Effective September 11, 2001) Any single-family residential rezoning application being filed for the sole purpose of changing the zoning classification to reflect the existing lot sizes(s) and/or lot configuration, that proposes no increase in density or additional development activities, will be charged an application fee of \$100.00 plus a refundable \$300.00 sign bond plus a non-refundable fee of \$15.00 per sign issued by Mableton Community Development Staff.

The fee for medium/high density residential, commercial, industrial, or office rezoning applications will be based on the total number of acres being rezoned or the total square footage

of the proposed building(s) on the rezoning site, **whichever fee is greater.**

There is also a **deposit fee of \$300.00** for sign(s), which will be refunded if the sign(s) are returned within **thirty (30)** days after the final decision by the Mayor and Council plus a non-refundable fee of **\$15.00** per sign issued by Mableton Community Development Staff.



City of Mableton
Community Development | Planning and Zoning Division
6116 Mableton Parkway, Suite 144
Mableton, GA 30126
(470) 417-4220
www.mableton.gov

Pre-Application Meeting Request Form

Instructions:

Please complete all sections of this form to request a pre-application meeting. Submit the completed form and any supporting documents to Planning and Zoning Division. You will be contacted to schedule the meeting.

1. Applicant Information

- Name: Theodore Bullard
- Organization/Company (if applicable): _____
- Mailing Address: 1118 Hibiscus Way SW Mableton, GA 30126
- Phone Number: 401-854-8290
- Email Address: tbullar1@gmail.com

2. Project Information

- Project Name/Title: _____
- Project Address/Location: 4470 Floyd Drive Mableton, GA 30126
- Parcel Number(s): 19-1001-0-006-0
- Current Zoning: R-20
- Proposed Use/Development Type: (Check all that apply)
 - ☒ Residential
 - ☐ Commercial
 - ☐ Industrial
 - ☐ Mixed-Use
 - ☐ Other (please specify): _____
- Brief Description of Proposal:

I am requesting the rezoning of my property from R-20 to RD.

3. Meeting Preferences

- Preferred Meeting Date(s) and Time(s):

1. _____
2. _____

- Preferred Meeting Format:

- In-person
 - Virtual/Online
 - Phone
-

4. Supporting Documents

Please attach any relevant documents (site plans, sketches, maps, etc.) that will help staff understand your proposal.

5. Questions or Topics for Discussion

List any specific questions or topics you would like addressed during the meeting:

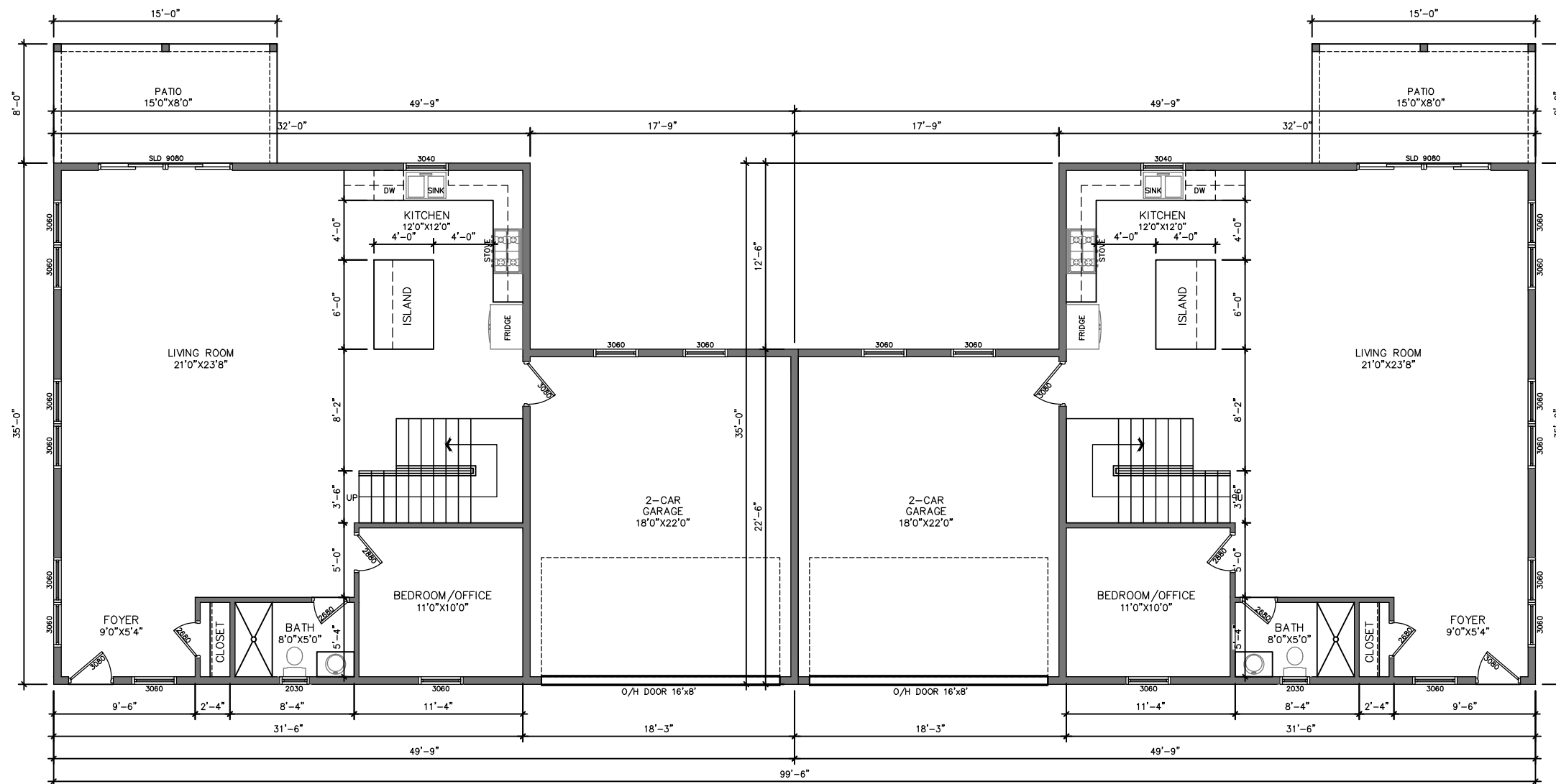
6. Signature

I certify that the information provided is accurate to the best of my knowledge.

Signature: *J. Bullock* Date: 8-5-2025

For Office Use Only:

- Date Received: 8-5-2025
- Meeting Scheduled for: 8-5-2025
- Staff Assigned: *Christine*



FIRST FLOOR PLAN
SCALE 1/4"=1'-0"

SQUARE FOOTAGE	
LIVING AREA	1120.00 ft²
REAR PORCH	120.00 ft²
GARAGE	405.00 ft²
2ND FLOOR	1120.00 ft²
TOTAL	2,720.00 ft²

SQUARE FOOTAGE	
LIVING AREA	1120.00 ft²
REAR PORCH	120.00 ft²
GARAGE	405.00 ft²
2ND FLOOR	1120.00 ft²
TOTAL	2,720.00 ft²

FIRST FLOOR PLAN
SCALE 1/4"=1'-0"



ADDRESS

4470 FLOYD
DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

THEODORE
BULLARD

SHEET TITLE:

1ST FLOOR PLAN

Date: 06112025

Project No: xxx

Drawn By: RB

Client Name: XXX

Checked By:

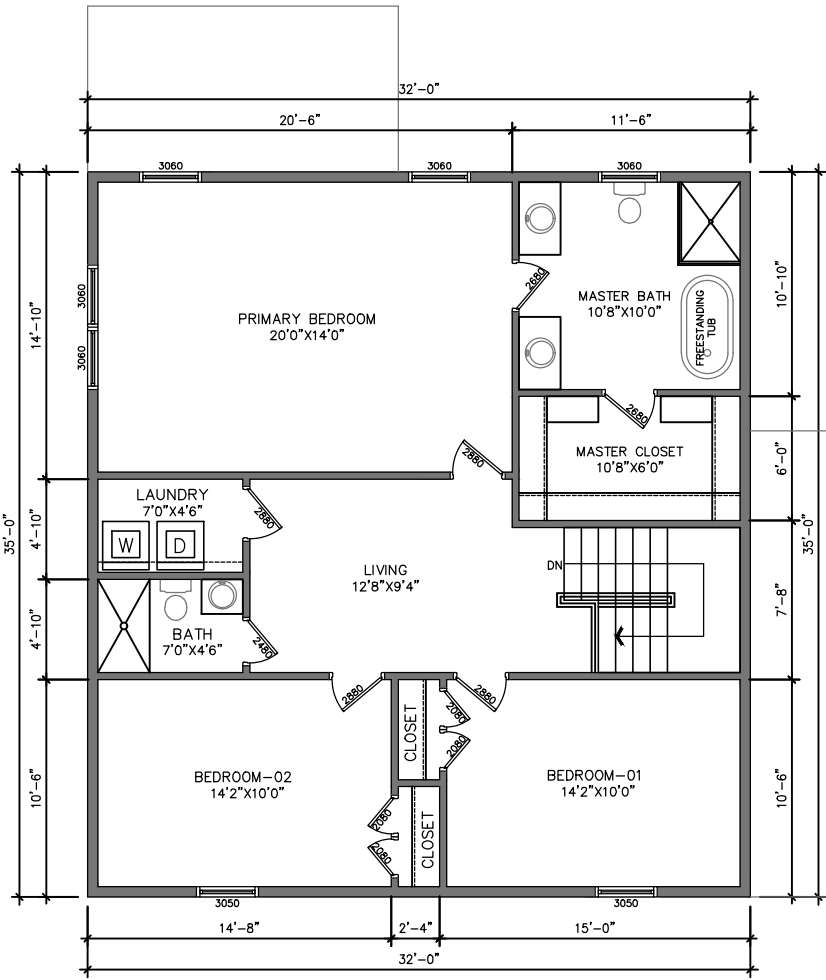
Approved By: RB

Scale: AS SHOWN

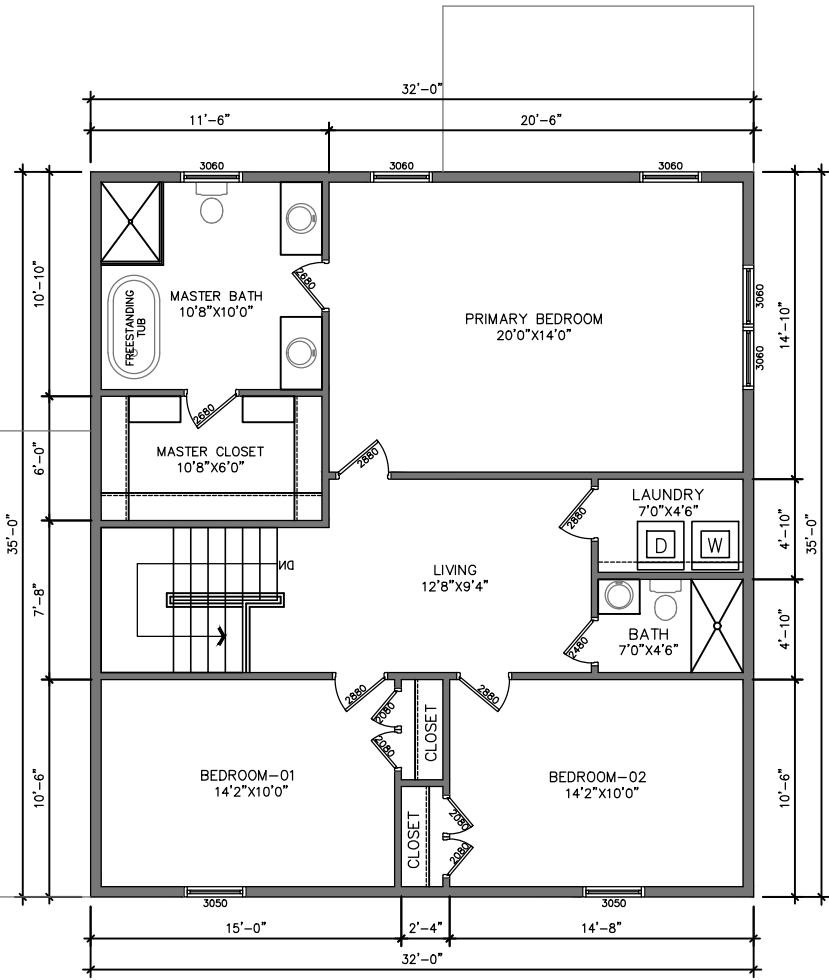
Sheet No:

01 of 18

Paper Size: ARCH D (24"x36")



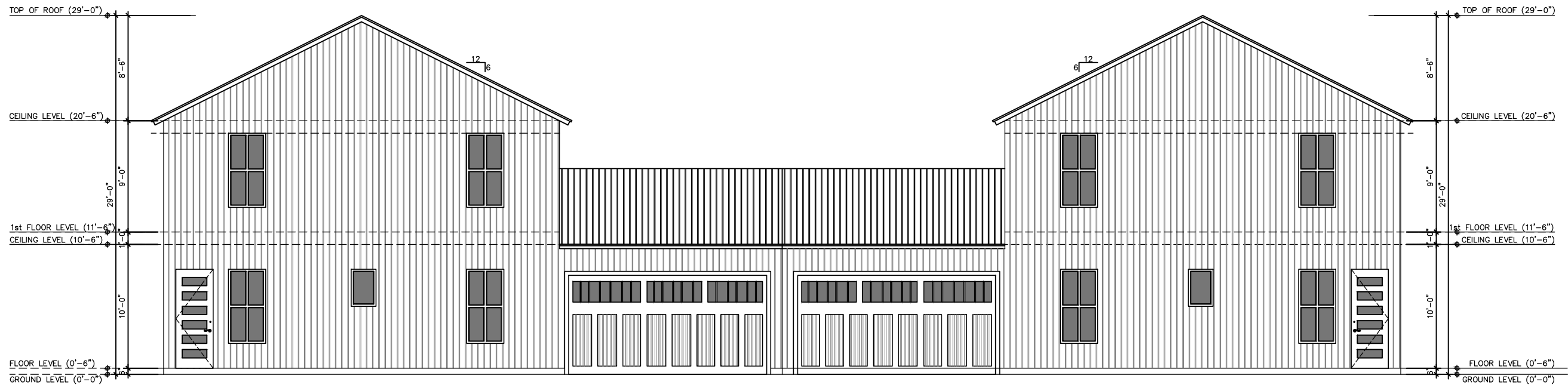
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SCALE 1/4"=1'-0"



SECOND FLOOR PLAN
SCALE 1/4"=1'-0"

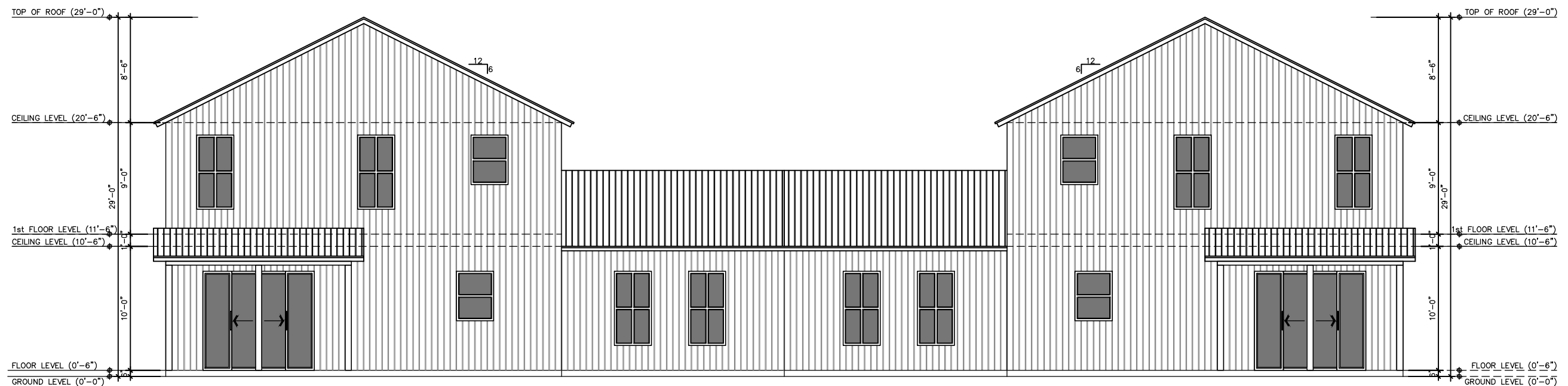


ADDRESS	
4470 FLOYD DRIVE MABELTON GA 30126	
CLIENT NAME	
OWNER NAME:	
THEODORE BULLARD	
SHEET TITLE:	2ND FLOOR PLAN
Date:	06112025
Project No:	xxx
Drawn By:	RB
Client Name:	XXX
Checked By:	
Approved By:	RB
Scale:	AS SHOWN
Sheet No:	02 of 18
Paper Size:	ARCH D (24"x36")



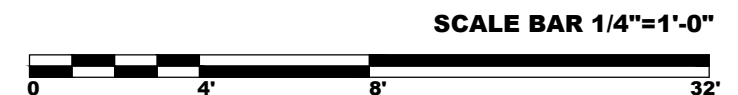
FRONT ELEVATION
SCALE 1/4"=1'-0"

FRONT ELEVATION
SCALE 1/4"=1'-0"



REAR ELEVATION
SCALE 1/4"=1'-0"

REAR ELEVATION
SCALE 1/4"=1'-0"



ADDRESS

4470 FLOYD
DRIVE
MABELTON
GA 30126

CLIENT NAME

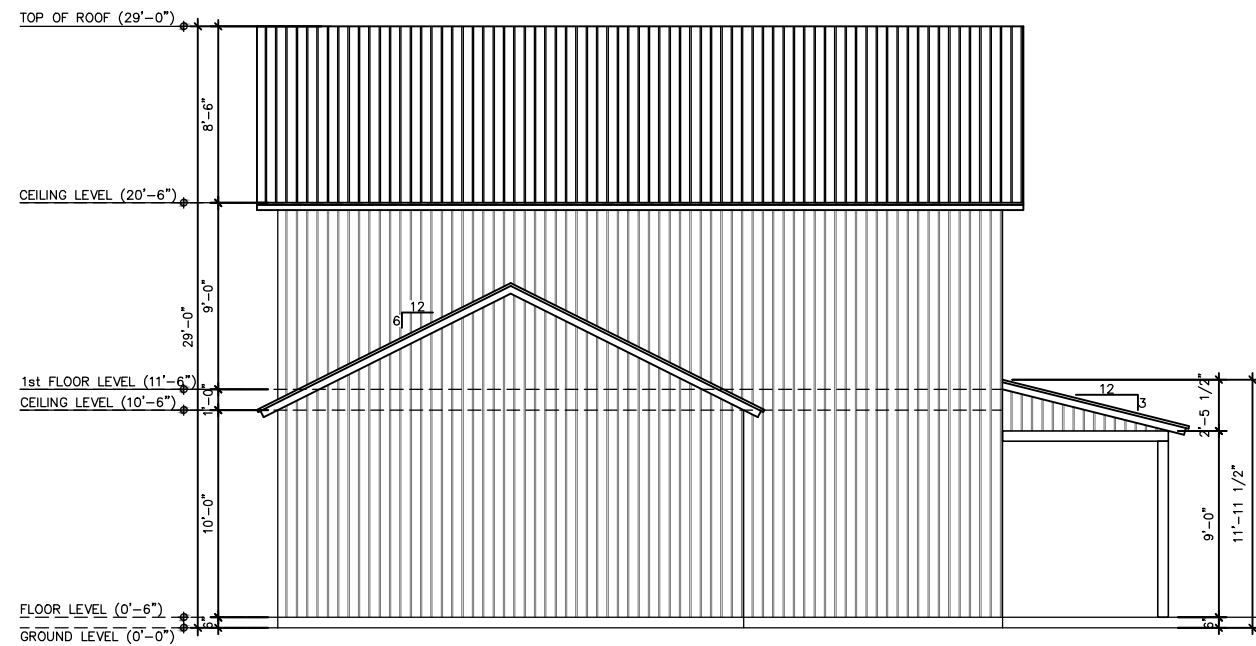
OWNER NAME:

THEODORE
BULLARD

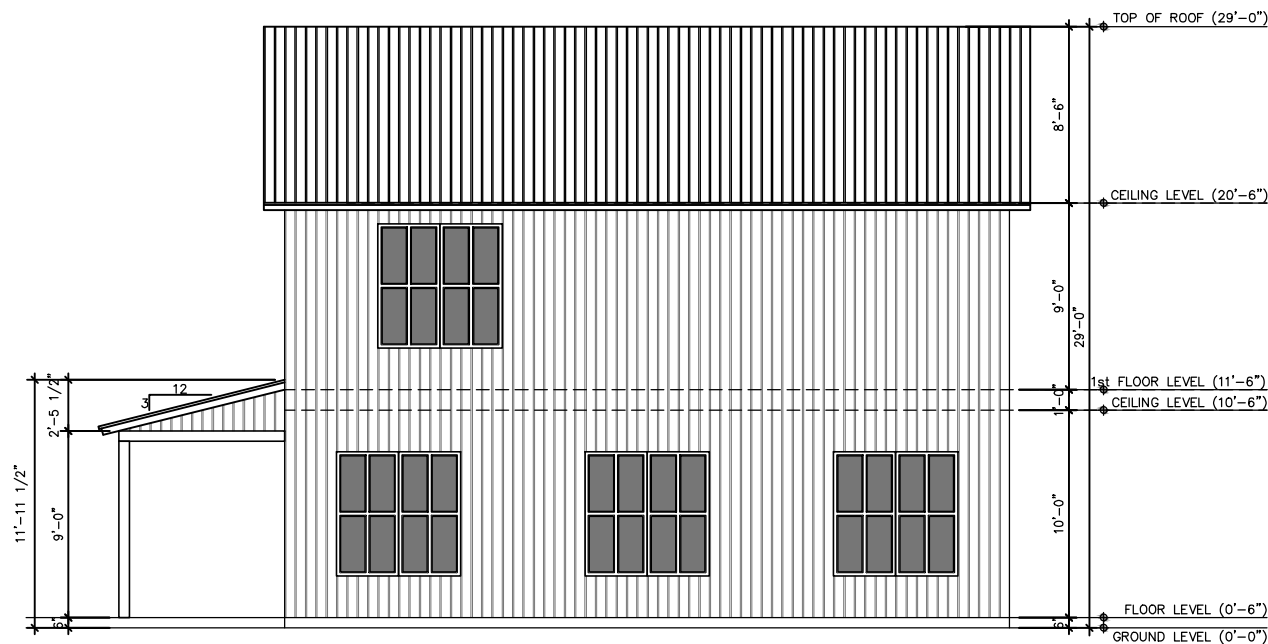
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FRONT & REAR
ELEVATIONS

Date:	29092025
Project No:	xxx
Drawn By:	RB
Client Name:	RICKIE MONCURE
Checked By:	
Approved By:	RB
Scale:	AS SHOWN
Sheet No:	03 of 18
Paper Size:	ARCH D (24"x36")



RIGHT ELEVATION
SCALE 1/4"=1'-0"



LEFT ELEVATION
SCALE 1/4"=1'-0"



ADDRESS

4470 FLOYD
DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

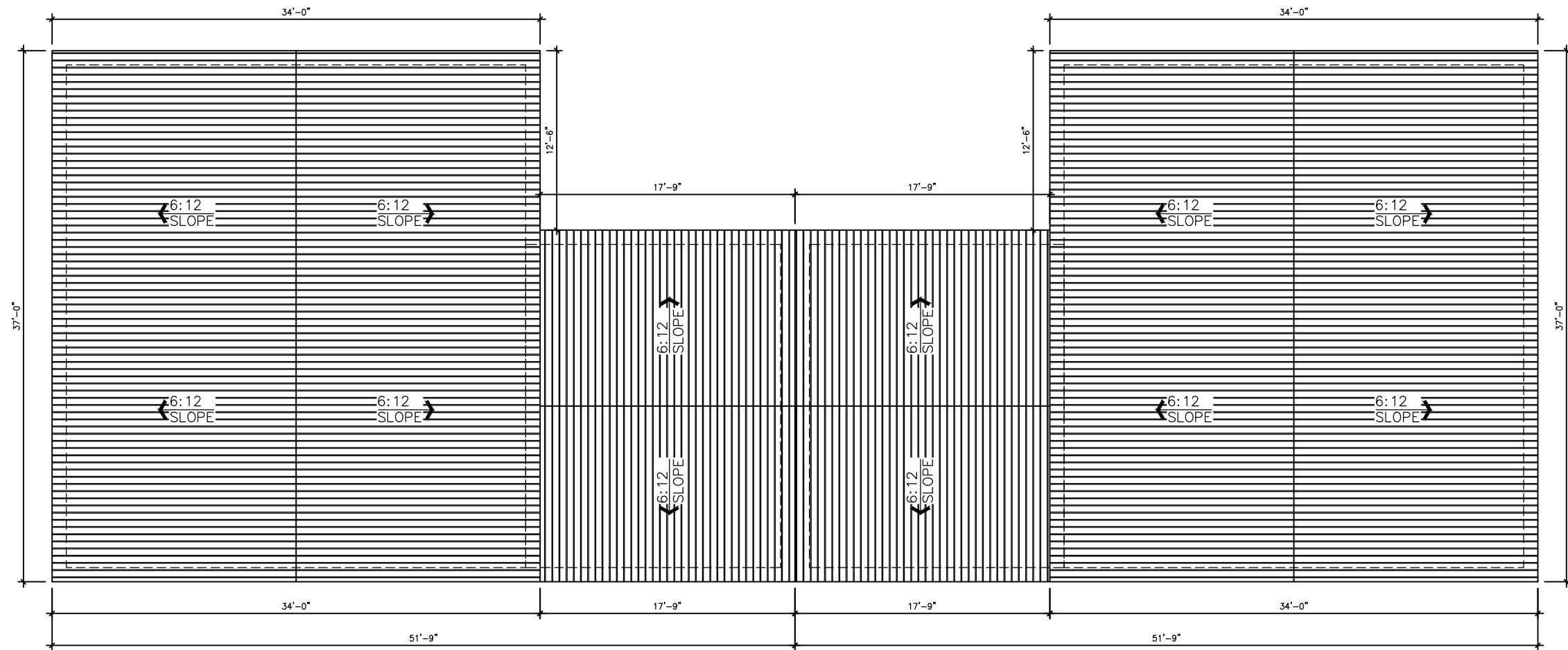
THEODORE
BULLARD

SHEET TITLE:

RIGHT & LEFT
ELEVATIONS

Date: 29092025
Project No: xxx
Drawn By: RB
Client Name: RICKIE MONCURE
Checked By:
Approved By: RB

Scale: AS SHOWN
Sheet No: 04 of 18
Paper Size: ARCH D (24"X36")



ROOF PLAN
SCALE 1/4"=1'-0"

ROOF PLAN
SCALE 1/4"=1'-0"



ROOF PLAN

SHEET TITLE:

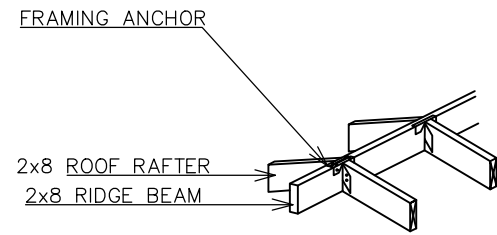
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Project No:	xxx
Drawn By:	RB
Client Name:	RICKIE MONCURE
Checked By:	
Approved By:	RB
Scale:	AS SHOWN
Sheet No:	05 of 18
Paper Size:	ARCH D (24"X36")

ADDRESS
4470 FLOYD
DRIVE
MABELTON
GA 30126

CLIENT NAME

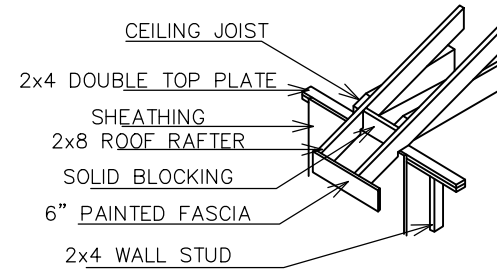
OWNER NAME:

THEODORE
BULLARD



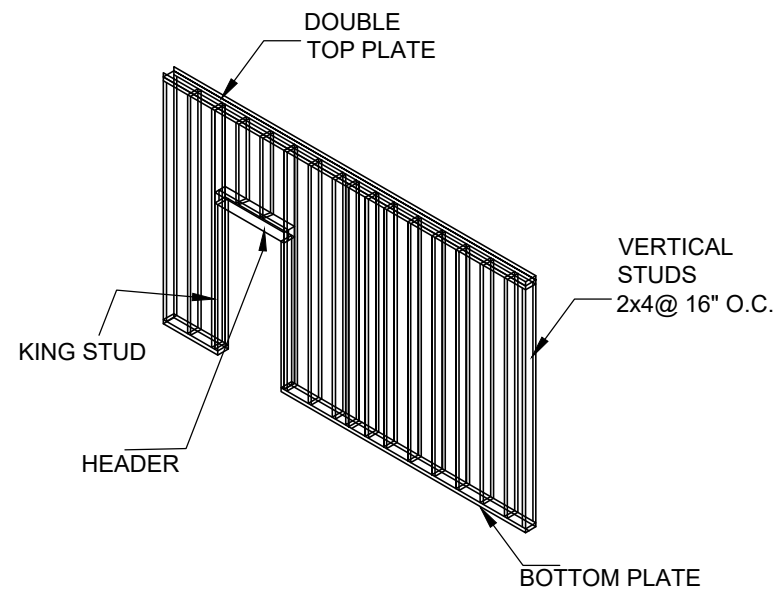
D7
S04

RIDGE BEAM DETAIL

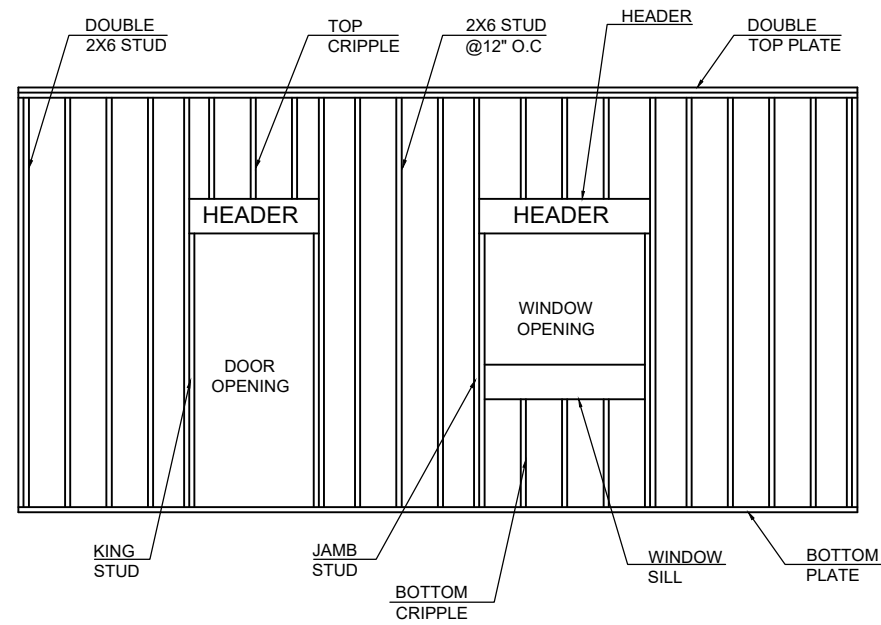


D8
S04

ROOF FRAMING AT EAVE



TYPICAL STUD WALL



ADDRESS

4470 FLOYD
DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

THEODORE
BULLARD

FRAMING PLAN

SHEET TITLE:

Date: 29092025

Project No: xxx

Drawn By: RB

Client Name: RICKIE MONCURE

Checked By:

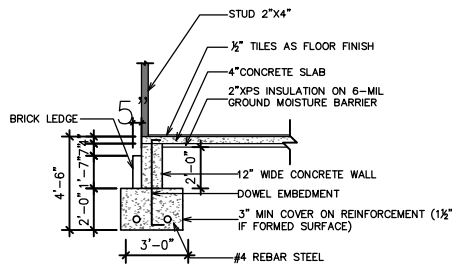
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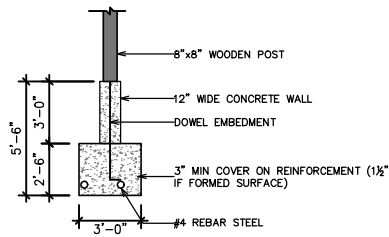
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06 of 18

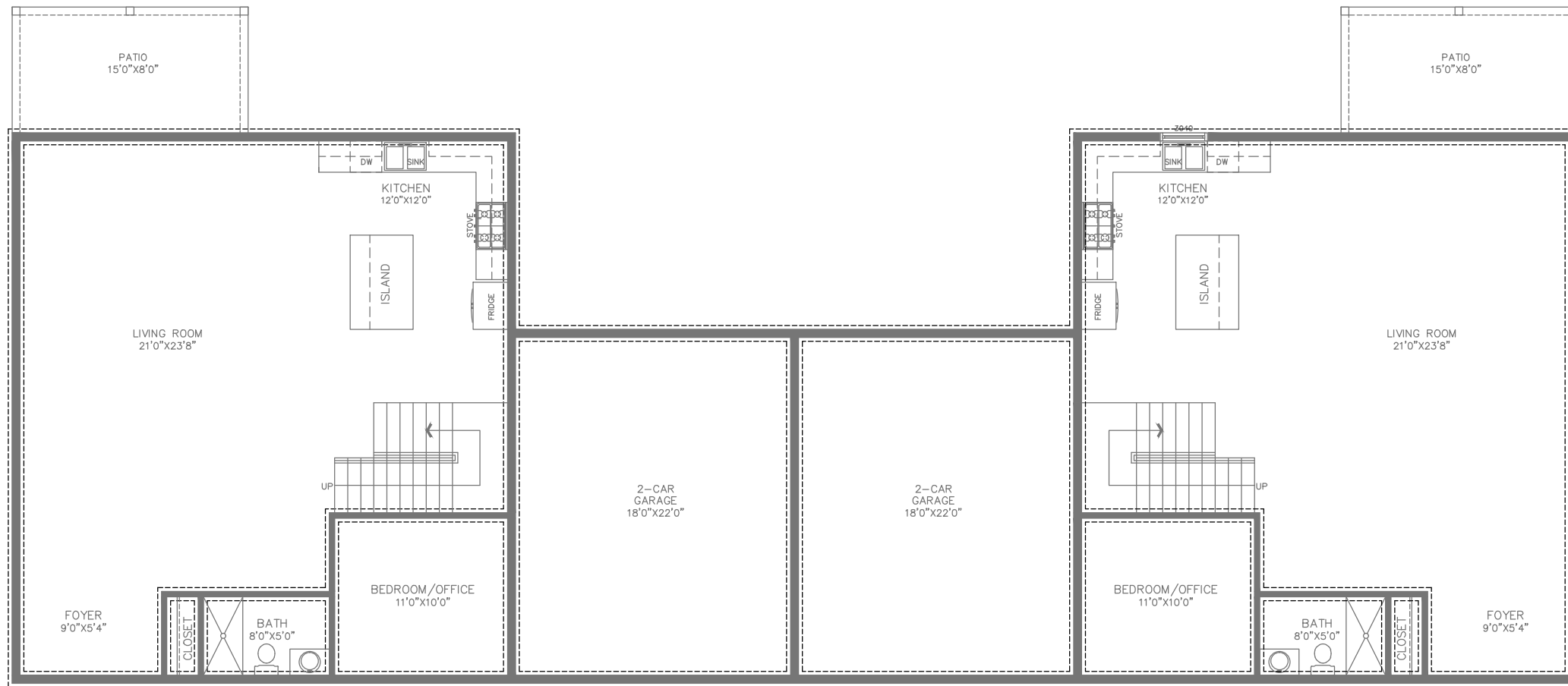
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A FOOTING SECTION
S01 SCALE 1/4"=1'-0"



B FOOTING SECTION
S01 SCALE 1/4"=1'-0"



FOUNDATION PLAN
SCALE 1/4"=1'-0"

FOUNDATION PLAN
SCALE 1/4"=1'-0"



SCALE BAR 1/4"=1'-0"

ADDRESS

4470 FLOYD
DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

THEODORE
BULLARD

FOUNDATION
PLAN

SHEET TITLE:

Date: 29092025

Project No: xxx

Drawn By: RB

Client Name: RICKIE MONCURE

Checked By:

Approved By: RB

Scale: AS SHOWN

Sheet No: 07 of 18

Paper Size: ARCH D (24"x36")

Electrical Notes

Receotacles & Switches

- Electric outlet plate gaskets shall be installed on receptacles,switches,and other electricalboxes in exterior walls per CEC Article 406.6.
- All 15-amp and 20-amp dwelling unit receptac e outlets shall be listed "tamper-resistant receptacles" per CEC Article 406.12.

R327.1.2 Electrical Receptacle Outlet, Switch and Control Heights

Electrical receptacle outlets,switches and controls (including controls for heating, ventilation and air conditioning) intended to be usedby occupants shall be located no more than 48 inches (1219.2 mm) measuredfrom the cop of the outlet box and not less than 15 inches (381 mm) measuredfrom the bottom of the outlet box above thefinish floor.

Exceptions:

- Dedicated receptacle outlets;floor receptacle outlets; controls mounted on ceiling fans and ceiling lights; and controls located on appliances.
- Receptacle outlets required by the California Electrical Code on a wall space where the distance between thefinishedfloor and abuift infeature above thefinishfloor, such as a window,is less than 15 inches (381 mm).

Circuit Interruption Protection

- All branch circuits that supply 240 volt, single-phase, 15 and 20 Ampere receptacle outletsinstalled in a dwelling unit living, dining, family, and recreation rooms, parlors, bedrooms, libraries, dens, hallways,closet or similar rooms or areas shall be protected by a listed "arc-fault circuit interrupter" (AFCI) to provide protection of the entire branch circuit (CEC article 210.12).Install at breaker or at first receptacle in circuit.
- All receptacles in bathrooms and kitchen counters and 6 feet of a sink or basin areas to be "Ground Fault Circuit Interrupter" (GFCI) protected per CEC Article 210-8(a)5 and 210-52(c).

Location Soecific

- Laundry Room
- A circuit suitable for the load with a minimum of 30 amperes Is required for an electric clothes dryer.

- A dedicated 20 amp branch circuit shall be provided to supplylaundry receptacles outlets per CEC 210.11(C)(2)

- Bathrooms & Kitchen
- Bathroom exhaust fans shall be ENERGY STAR compliant and be ducted to terminate outside the building.

- Unless functioning as a component of the whole-house ventilation system. fans must be controlled by a humidity control.

- Provide a dedicated 20 Amp. circuit to service bathroom outlets and receptacles only per CEC 210-52.This circuit cannot supply any other receptacleslightsfans.

- o Light fixtures in the tub or sholver enclosures shall be labeled-suitable for damp locat ons" per CEC 410-4a).

- All receptacles in bathrooms and kitchen counter and 6 feet of a sink or basin areas to be Ground Fault Circuit Interrupt. (GFCI) protected per CEC 210-S(a)S and 210-52(c).

- Fanlight combinationin bathroom to Include high efficacy light (min. 40 LumensWatt). Moreover, if any lights in the kitchen or bathroom are new or relocated, the entire room shall be required to have high efficacy lights added to the kitchenbathroom per Title 24 energy requirements, mandatory measures per the Cal omia Energy Code Section 150(k) 1and2.

- o Bathroom exhaust fans shall be Energy Star exhaust fans and must be controlled by a humidity control(CALGreen 4.506.1).

Smoke Detectors and Carbon Monoxide Alarms Notes

Lighting Notes

General

- All residentiallighting shall be high efficacy (i.e. pin-based CFL;pulse-start MH, HPS,GU-24 sockets other than LEDs, LED luminaires with integralsource, etc.). CEC Table 150.0-A
- Builder must provide the homeowner with a luminaire schedule (as required in Title 24 Caifornia Code of 5HJXODWLRQV 3DUW†E WKDW LQFOXGHV D OLVW RI ODPSV LQVWDOOHG LQ WKH OXPLQDULHV

Recessed Lighting

- Luminaries recessedinto ceilings shall be high efficacy and shall not contain screw base sockets per CEC Section 150.0(k) 1C.
- All recessed downlights shall be JA8-certified, and be controlled by dimmers or vacancy sensors per CEC Section 150.0(k) 1C and 150(k)2J.

- Recessed lightsin the ceiling are to be insulative cover rated.Fixtures not identified for contact with insulation shall have all recessed parts spaced at least 12" from combustible material and 3" from thenmalinsulat on.

Switching Devices and Controls

- In bathrooms, garages,laundry rooms,and utility rooms, at least one fixturein each of these spaces must be controlled by a vacancy sensor or dimmer per CEC Section 150.0(k)21.
- For all space types except hallways and closets that are 70 squarefeet or smaller,vacancy sensors or dimmers are required when using a source regulated by JAS per CEC Section 150.0(K)2J.
- Any under cabinet lighting (including Kitchen lighting) must be switched separately from other lighting systems per CEC 150.0(k)2K
- Exhaust fans (excludes kitchen exhaust hoods) must be switched separately from lighting or utilize a device where lighting can be turned OFFwhile the fanis running per CEC 150.0(k)2B.

Location Specific

- Bathroom
- Light fixtures in the tub or shower enclosures shall be labeled "suitable for damp locations" per CEC 410-4(a).
- Fanlight combinationin bathroom toInclude high efficacy light (min.40 LumensWatt).

- Kitchen Lighting
- Lighting in areas adjacent to the kitchen must be switched separately from the kitchen lighting.

Exterior Lighting

- All lighting fixtures shall be shielded so as not to produce obtrusive glare onto the public right-of-way or adjoining properties. All luminaires shall meet the most recently adopted criteria of the Illuminating Engineering Society of North America (IESNA) for cutoff or full cutoff luminaires.
- Light fixtures shall comply with Section 18.15.070 of the SCMC.

- All outdoor lighting must be high efficacy and must include manual onoff switch and one of the follow ing in accordance with CEC 150.0(k)3:
- Photocontroland motion sensor
- Photocontroland automatic time switch control
- Astronomical time switch control
- Energy Management Control Systems.

ELECTRICAL KEY	
	DUPLEX OUTLET
	GROUND FAULT CIRCUIT INTERRUPT
	220 VOLT OUTLET
	110 VOLT OUTLET
	SINGLE COMMON SWITCH
	3-WAY COMMON SWITCH
	VANITY LIGHT
	PENDANT LIGHT
	CAN LIGHT
	RECESSED LIGHT FIXTURE
	WALL MOUNT LIGHT FIXTURE
	EXHAUST FAN
	SMOKE DETECTOR
	CHANDELIER WITH HOOK
	ELECTRIC METER
	CONTROLLER PANEL
	CEILING FAN



ADDRESS

4470 FLOYD DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

THEODORE BULLARD

SHEET TITLE:

ELECTRICAL NOTES & LEGENDS

Date:29092025

Project No:xxx

Drawn By:RB

Client Name:RICKIE MONCURE

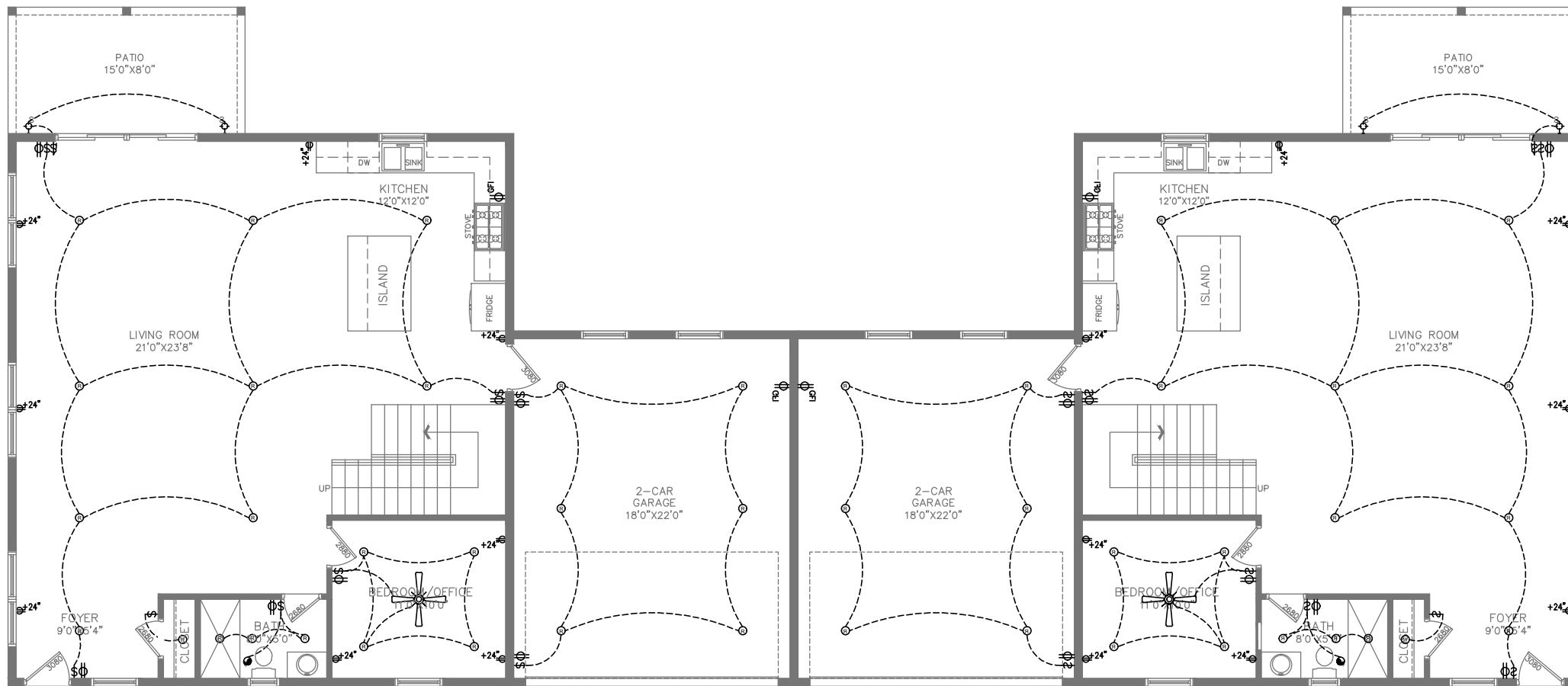
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Approved By:RB

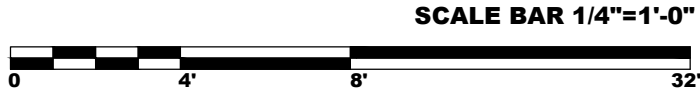
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Sheet No:08 of 18

Paper Size:ARCH D (24"x36")



ELECTRICAL PLAN
FIRST FLOOR
SCALE 1/4"=1'-0"



SHEET TITLE:

ELECTRICAL PLAN
1ST FLOORS

ADDRESS

4470 FLOYD
DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

THEODORE
BULLARD

Date: 29092025

Project No: xxx

Drawn By: RB

Client Name: RICKIE MONCURE

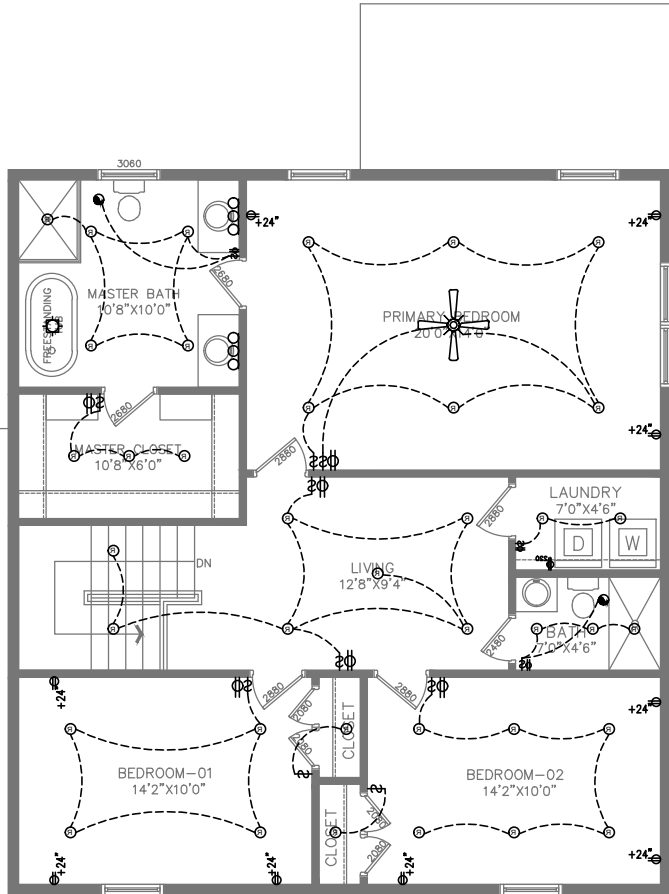
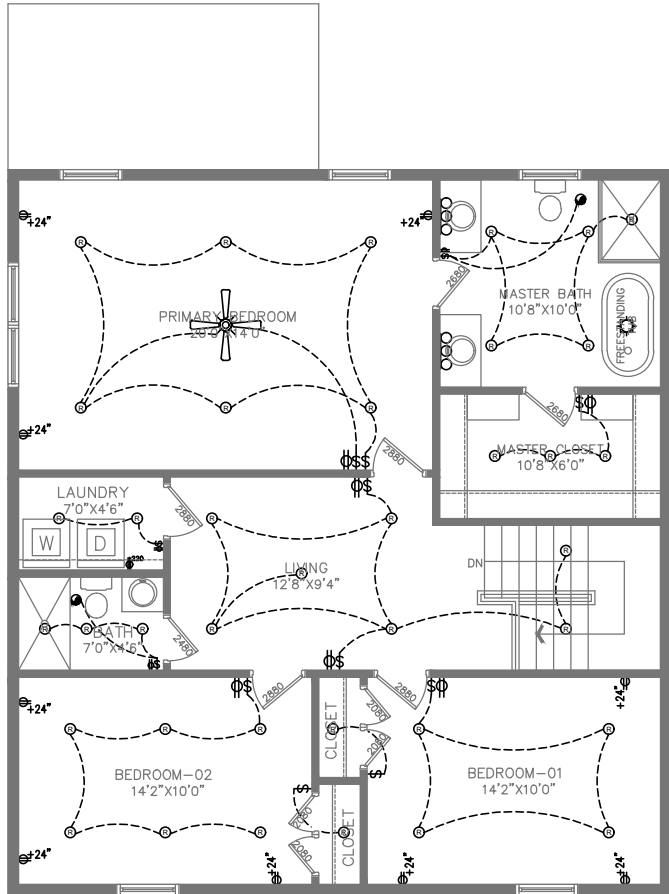
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Approved By: RB

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Sheet No: 9 of 18

Paper Size: ARCH D (24"x36")



ELECTRICAL PLAN
SECOND FLOOR
SCALE 1/4"=1'-0"



ADDRESS

4470 FLOYD
DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

THEODORE
BULLARD

SHEET TITLE:
**ELECTRICAL PLAN
2ND FLOORS**

Date: 29092025

Project No: xxx

Drawn By: RB

Client Name: RICKIE MONCURE

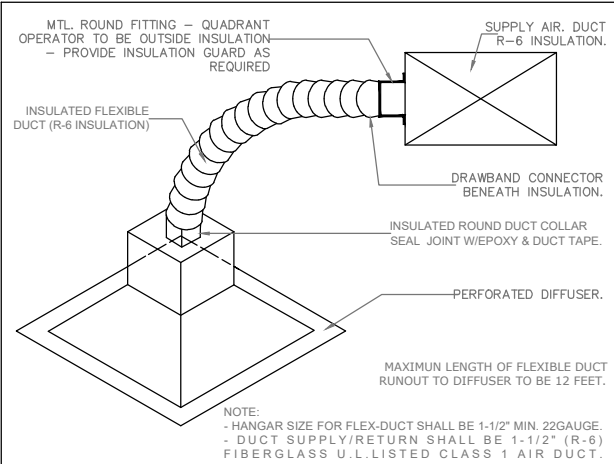
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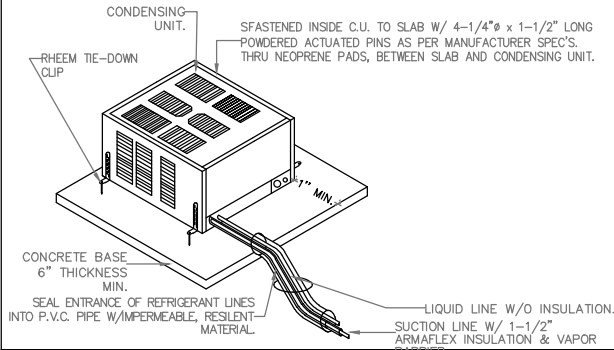
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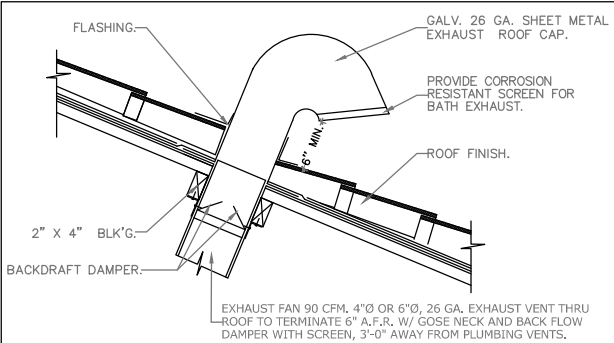
TYPICAL FLEXIBLE DUCT CONNECTION SCALE: N.T.S.

1 - REFRIGERANT CIRCUIT ACCESS PORTS LOCATED OUTDOORS SHALL BE FITTED WITH LOCKING-TYPE TAMPER-RESISTANT CAPS OR SHALL BE OTHERWISE SECURED TO PREVENT UNAUTHORIZED ACCESS.

2 - PIPING AND FITTINGS FOR REFRIGERANT VAPOR LINES SHALL BE INSULATED WITH INSULATION AVOIDING A THERMAL RESISTIVITY OF NOT LESS THAN R-4 AND HAVING EXTERNAL SURFACE EMISSIONS NOT EXCEEDING 0.05 PERM WHEN TESTED IN ACCORDANCE WITH ASTM E96.



CONDENSING UNIT DETAIL SCALE: N.T.S.



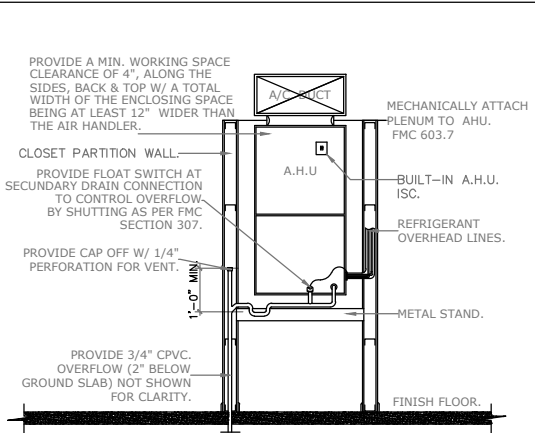
BATH EXHAUST VENT ROOF CAP DETAIL SCALE: N.T.S.

SYMBOL	LEGEND
A.H.U.	AIR HANDLING UNIT.
C.U.	CONDENSING UNIT.
O.A.	OUTSIDE AIR.
R/A	RETURN AIR.
S.A.	SUPPLY AIR.
W.S.A.	WALL SUPPLY AIR.
C.S.A.	CEILING SUPPLY AIR.
RL & S	REFRIGERANT LIQUID & SUCTION PIPE.
CFM	CUBIC FEET PER MINUTE.
M.V.D.	MANUAL VOLUME DAMPER.
O.B.D.	OPPOSED BLADE DAMPER.
Ⓢ	THERMOSTAT.
—	DUCTWORK.
—	FLEXIBLE DUCT.
⊠	SUPPLY AIR DIFFUSER.
⊠	RETURN AIR / TRANSFER GRILLE.
—	MANUAL VOLUME DAMPER.
Ⓢ	DENOTES AIR DISTRIBUTION DEVICE.
⊠	DISTRIBUTION BOX.
UC	UNDER CUT DOOR ABOVE FINISH FLOOR AS NOTED

H.V.A.C. DESIGN REQUIREMENTS		
	YES	NO
1. DUCT SMOKE DETECTOR.		●
2. FIRE DAMPER(S).		●
3. SMOKE DAMPER(S).		●
4. FIRE RATED ENCLOSURE.		●
5. FIRE RATED ROOF CEILING ASSEMBLY.		●
6. FIRE STOPPING.		●
7. SMOKE CONTROL.		●

EXHAUST FAN SCHEDULE: EF-1	
MANUFACTURER:	NuTone.
MODEL:	672R.
CFM:	90.
SP:	0.10\"/>
DRIVE:	DIRECT.
LOCATION:	CEILING.
ACCESSORIES:	DRAFT DAMPER.

NOTE: USE DESIGNATED EXHAUST FAN OR APPROVED EQUAL.



AIR HANDLER UNIT DETAIL SCALE: N.T.S.

NEW AIR CONDITIONING SPLIT SYSTEM EQUIPMENT SCHEDULE			
TOTAL CAPACITY, BTU/HR.	34,200		
NET SENSIBLE LOAD, BTU/HR.	25,300	COOLING SEER.	16.
NET LATENT, BTU/HR.	8,900	MANUFACTURER.	RHEEM (MWH 79422072)

RH1T-SERIES			RA16-SERIES		
DESIGNATION	A.H.U.	A/B	MODEL No.	C.O.	RA1636AJ1NA
MODEL No.	RH1T3617STANJA		TOTAL kW.		3.9
SUPPLY AIR, CFM.	1,150		CONDENSER ENT. AIR F.	95°	
EXTERNAL STATIC IN.	.30		COMPRESSOR RLA-LRA.	13-4	
FAN SPEED.	HIGH		COND.FAN MOTOR LA-LRA.	0.8 - 1.5	
FAN MOTOR, HP.	1/2		MIN. CIRCUIT AMPS.	14	
ELECTRIC HEATER kW.	7.0		MAX. OVERCURRENT AMPS.	20	
VOLTS/PHASE.	208/230/1Ø		VOLTS/PHASE.	60Hz/208/230/1Ø	
NET WEIGHT LBS.	96		NET WEIGHT LBS.	192	
UNIT DIMENSION: W=18 , D=22 , H=13"			UNIT DIMENSION: W=34 , D=34 , H=34"		

REFRIGERANT LINES: LIQUID LINE: 3/8" VAPOR LINE: 3/4" INSTALL MANUFACTURER'S RECOMMENDED THERMOSTAT INSTALL DESIGNATED A/C SYSTEM OR DIMENSIONS TO AHU CLOSET DIMENSION DIMENSIONS TO AHU CLOSET DIMENSION AND C.U. DIMENSION TO CONC. PAD & F.F.E.

H.V.A.C. NOTES

- ALL WORK SHALL BE PERFORMED BY A LICENSED MECHANICAL CONTRACTOR, WORK TO BE IN THE ACCEPTANCE OF THE OWNER AND THE ENGINEER.
- THE CONTRACTOR SHALL HAVE VISITED THE JOB SITE BEFORE BIDDING AND FAILURE TO DO SO WILL NOT BE ACCEPTED AS A REASON FOR REQUESTING EXTRA PAY IN THE EVENT THAT THE EXISTING CONDITIONS RESULT IN EXTRA MATERIALS OR LABOR.
- ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF MECHANICAL CONSTRUCTION, ANY EXISTING CONDITION FOUND AND/OR DISCREPANCIES FOUND BY THE CONTRACTOR SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER.
- INSULATE REFRIGERANT SUCTION PIPING WITH 1/2" CLOSED CELL POLYETHYLENE PRE-MOLDED PIPE INSULATION.
- UNDERGROUND CONDENSE DRAIN LINE SHALL BE 2" DIA. MINIMUM.
- ALL REFRIGERANT COMPRESSORS SHALL BE WARRANTED FOR A MINIMUM OF 5 YEARS AFTER DATE OF ACCEPTANCE OF THE PROJECT.
- ALL EQUIPMENT AS PER MANUFACTURER RECOMMENDATIONS TO ELIMINATE ANY EQUIPMENT NOISE AND VIBRATION.
- AFTER THE SYSTEM IS INSTALLED CONTRACTOR SHALL CONDUCT AN OPERATIVE TEST FOR APPROVAL AND ACCEPTANCE BY THE OWNER/ENGINEER SHALL BE GUARANTEED FOR A PERIOD OF 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE THEREOF AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP.
- ALL EXHAUST DUCTS SHALL BE CONSTRUCTED OF SHEET METAL, TERMINATE OUTSIDE THE BUILDING, AND BE EQUIPPED WITH A BACK DRAFT DAMPER.
- DUCTS FROM TOILET ROOMS SHALL DISCHARGE TO THE OUTSIDE OF THE BUILDING, SHALL BE TERMINATED NOT LESS THAN 6" ABOVE THE FINISHED ROOF SURFACE AND SHALL BE SCREENED WITH A CORROSION RESISTANT MATERIAL HAVING A MESH SIZE NOT LARGER THAN 1/2". (SEE DTL. FOR GOOSE NECK OR RAIN CAP ON ROOF TERMINATION).
- CLOTHES DRYERS EXHAUST DUCTS OR VENTS SHALL COMPLY WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS, BE CONSTRUCTED OF A MIN. 26 GAUGE METAL PIPE, HAVING A SMOOTH INTERIOR SURFACE WITH JOINTS RUNNING IN THE DIRECTION OF THE AIR FLOW.
- VENTILATION DUCTWORK SHALL BE GALVANIZED STEEL WITH GAUGES DUCT CONSTRUCTION BRACING AND SUSPENSION IN ACCORDANCE WITH THE RECOMMENDATIONS SET IN THE ASHRAE LATEST EDITION OF THE GUIDE AND SMACNA STANDARDS.

MECHANICAL SCOPE OF WORK

- NEW A/C SYSTEM , SEE PLAN FOR LAYOUT.



ADDRESS

4470 FLOYD DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

THEODORE
BULLARD

SHEET TITLE:
HVAC NOTES &
LEGENDS

Date: 29092025

Project No: xxx.

Drawn By: RB

Client Name: RICKIE MONCURE

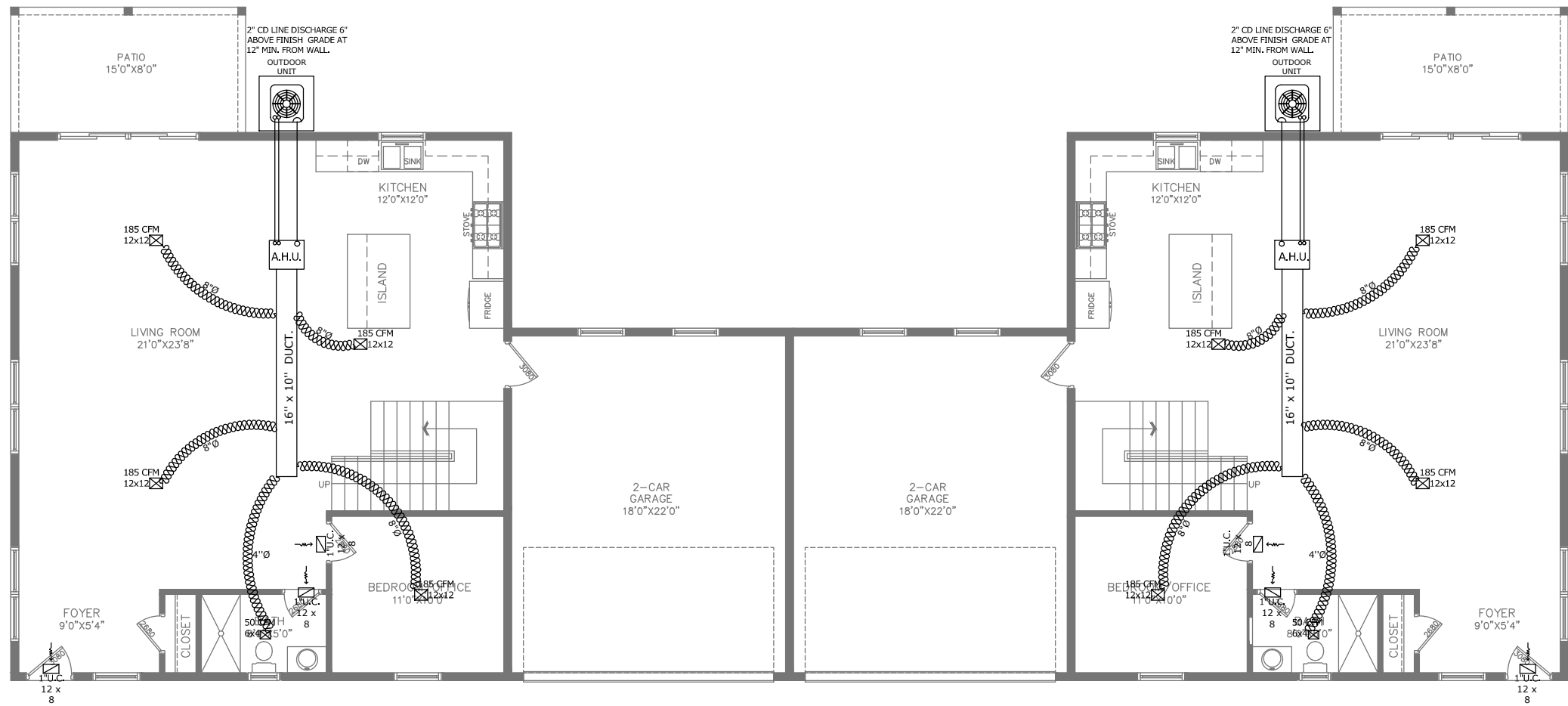
Checked By:

Approved By: RB

Scale: AS SHOWN

Sheet No: 11 of 18

Paper Size: ARCH D (24"x36")



HVAC PLAN
FIRST FLOOR
SCALE 1/4"=1'-0"

HVAC PLAN
FIRST FLOOR
SCALE 1/4"=1'-0"



ADDRESS

4470 FLOYD
DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

THEODORE
BULLARD

SHEET TITLE:
**HVAC PLANS 1ST
FLOORS**

Date: 29092025

Project No: xxx

Drawn By: RB

Client Name:

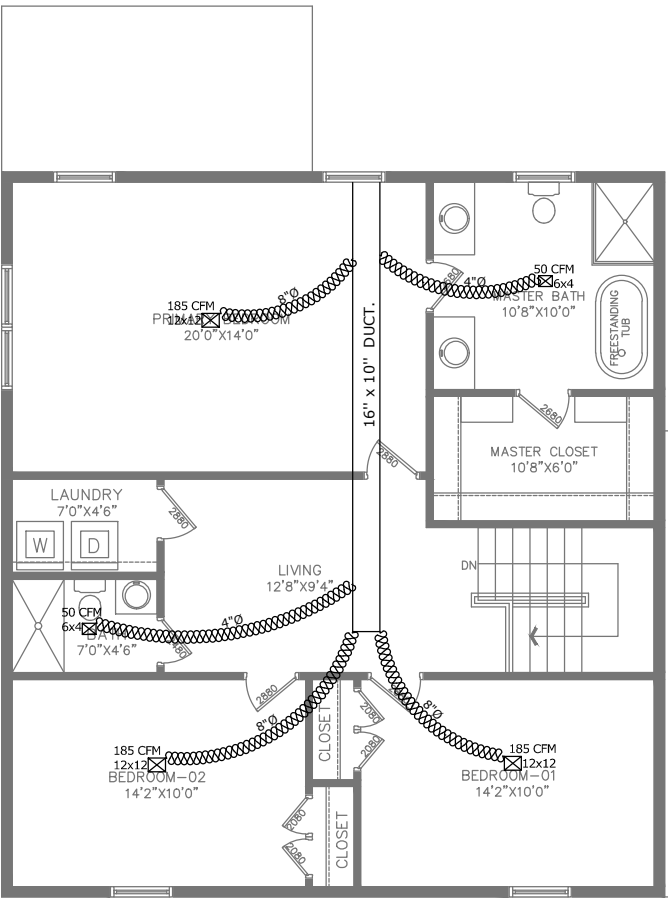
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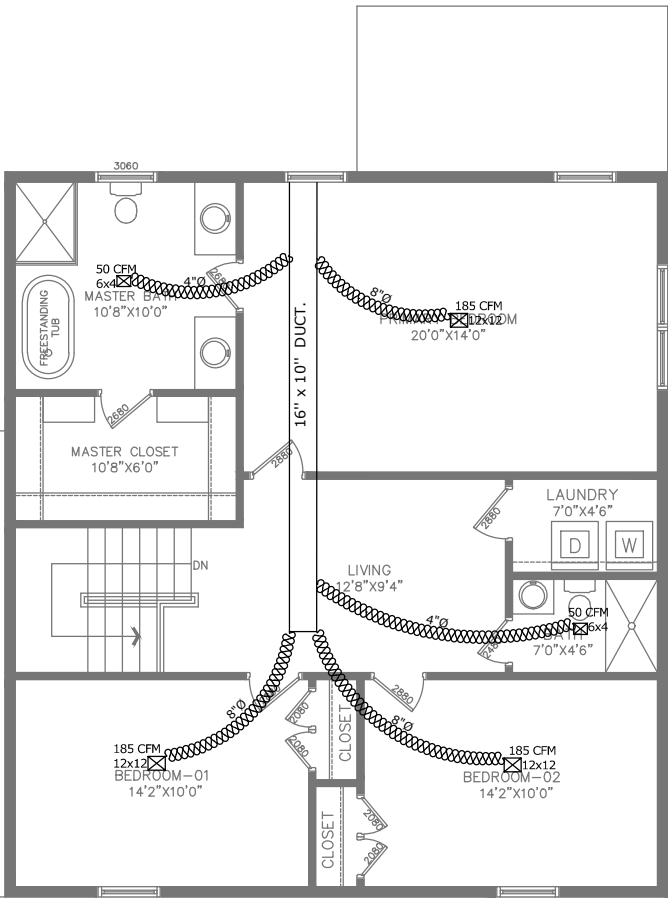
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Sheet No: 12 of 18

Paper Size: ARCH D (24"x36")



HVAC PLAN
SECOND FLOOR
SCALE 1/4"=1'-0"



HVAC PLAN
SECOND FLOOR
SCALE 1/4"=1'-0"



ADDRESS

4470 FLOYD
DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

THEODORE
BULLARD

SHEET TITLE:

HVAC PLANS
2ND FLOORS

Date: 29092025

Project No: xxx

Drawn By: RB

Client Name:

Checked By:

Approved By: RB

Scale: AS SHOWN

Sheet No:

13 of 18

Paper Size: ARCH D (24"X36")

Plumbing Notes

General Requirements

- Plumbing Fixtures (water closets) and fittings (faucets and showerheads) installed in residential buildings shall comply with the prescriptive requirements of CalGreen Section 4.303.1.1 through 4.303.1.4.4.
- Plumbing fixtures and fittings required in Section 4.303.1 shall be installed in accordance with the California Plumbing Code and shall meet the applicable referenced standards.
- Per California CivilCode Article 1101.1 -1101.8,all building alterations, additions, orimprovements to a single-family residential property,existing plumbing fix1uresin the entire house that do not meet current flow rates will need to be upgraded.
- Existing Plumbing Fixtures Allowed to Remain:
- Any toilet manufactured to useless than 1.6 gallons of water per flush o Any urinal manufactured to use less than 1 gallon of water per flush
- Any showerhead manufactured to have a flow capacity of less than 2.5 gallons of watermin
 - o Anyinterior faucet that emits less than 2.2 gallons of waterm in.

New Plumbing Fixture Requirements:

- Toilets: 1.28 gallons per flush
- Showerheads: 1.8 gallons per minute at 80 psi o Residential Lavatory Faucets:
 - Maximum Flow Rate s: 1.2 gpm @ 60 psi
 - Minimum Flow Rate ;:, 0.8 gpm @ 20 psi
- Kitchen Faucets:1.8 gallons per minute at 60 psi
- All new domestic hot water piping shall be insulated per CPC 609.11.1. Location Soecific
- Water Closets
- Tank-type water closets shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Tank-type Toilets.
- On a horizontal branch or drain, a 3-inch pipe can only accommodate up to 3 water closets. Additional water closets shall require a minimum 4-inch pipe. (CPC Table 703.2)
- All new water closets shall have a minimum 30" wide clear space and 24 inches in front of the water closet. (CPC 402.5 and California Health & Safety Code and CBC 2904)
- Water-resistant gypsum backing board installed in accordance per manufacturer's recommendations shall be used in water closet compartment walls as a base for tile (CBC 2509.2)
 - o Where a water closet (or other plumbing fixtures) comes into contact with the wall or floor, the joint shall be caulked and sealed to be watertight. (CPC 402.2)
- Shower & Tubs
- Showerheads shall be certified to the performance criteria of U.S. EPA WaterSense Specification for Showerheads.
- A hand-held shower shall be considered a showerhead.
- When a shower is served by more than one showerhead, the combined flow rate of all the showerheads andor other shower outlets controlled by a single valve shall not exceed 1.8 gmp at 80 psi,or the shower shall be designed to allow only one shower outlet to be in operation at a time.
- Shower and tub-shower control valves shall be pressure balance,thermostatic, or combination of pressure balancethermostatic mixing valves. Handle position stops shall be provided on such valves and shall be adjusted per the manufacturer's instructions to deliver a maximum mixed water setting of 120 degrees F. (CPC 418.0)
- Shower drain & trap must be 2 inches minimum. (CPC Table 7-3)
- Shower compartments,regardless of shape,shall have a minimuminterior floor area of 1,024 sq. inches,and also be capable of encompassing a 30" diameter circle. (CPC 410.4)
- Bathtubshower compartments shall have nonabsorbent surface extending 72" above the drain per CRC R307.2
- Water-resistant gypsum backing board shall not be used where there will be direct exposure to water, or in areas subject to continuous high humidity.Wall tiles at bath-tub surrounding walls and showers shall be installed over cementitious backing.
- Shower doors shall open to provide a minimum of 22 inches unobstructed Egress opening per CPC 408.5
- Doors and panels of showers and bathtub enclosures, as well as windows at adjacent wall opening within 60" above a standing surface and drain inlet shall be fully tempered, laminated safety glass or approved plastic,per CBC 2406.3 & 2406.4.
- Safety glazing shall also be provided at hazardouslocations (within 24" of a doorframe).

PLUMBING LEGEND	
	WATER SUPPLY
	WASTE WATER SUPPLY
	HOT WATER SUPPLY
	TOILET WATER SUPPLY
MH	MAIN HOLE (2'x2')
GT	GALI TRAP (1'x1')
DUCT DUCT	PIPE DUCT
US9185 C.I. Grating	C.I GRATING (6"x6")
SEPTIC TANK BATTERY	SEPTIC TANK BATTERY
PVC PIPE Ø 6"	MAIN SUPPLY LINE
PVC PIPE Ø 4"	CONNECTION SUPPLY LINE
VB	VACUUM BREAKER
BH	BORE HOLE

ADDRESS

4470 FLOYD DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

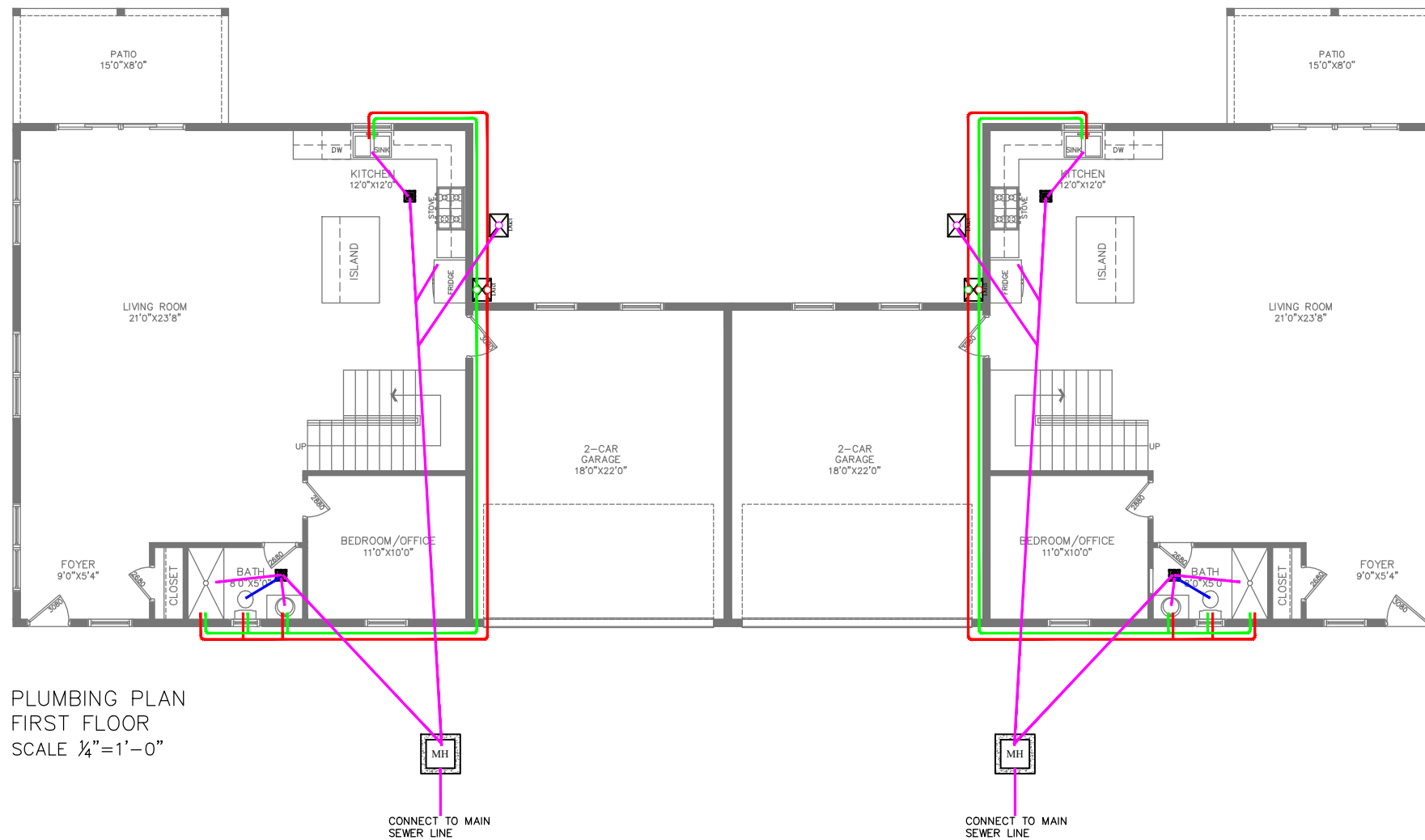
THEODORE BULLARD

SHEET TITLE:

PLUMBING NOTES & LEGENDS

Date:	29092025
Project No:	xxx
Drawn By:	RB
Client Name:	RICKIE MONCURE
Checked By:	
Approved By:	RB
Scale:	AS SHOWN
Sheet No:	14 of 18
Paper Size:	ARCH D (24"x36")





PLUMBING PLAN
FIRST FLOOR
SCALE 1/4"=1'-0"



ADDRESS

4470 FLOYD
DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

THEODORE
BULLARD

SHEET TITLE:
**PLUMBING PLANS
1ST FLOOR**

Date: 29092025

Project No: xxx

Drawn By: RB

Client Name: RICKIE MONCURE

Checked By:

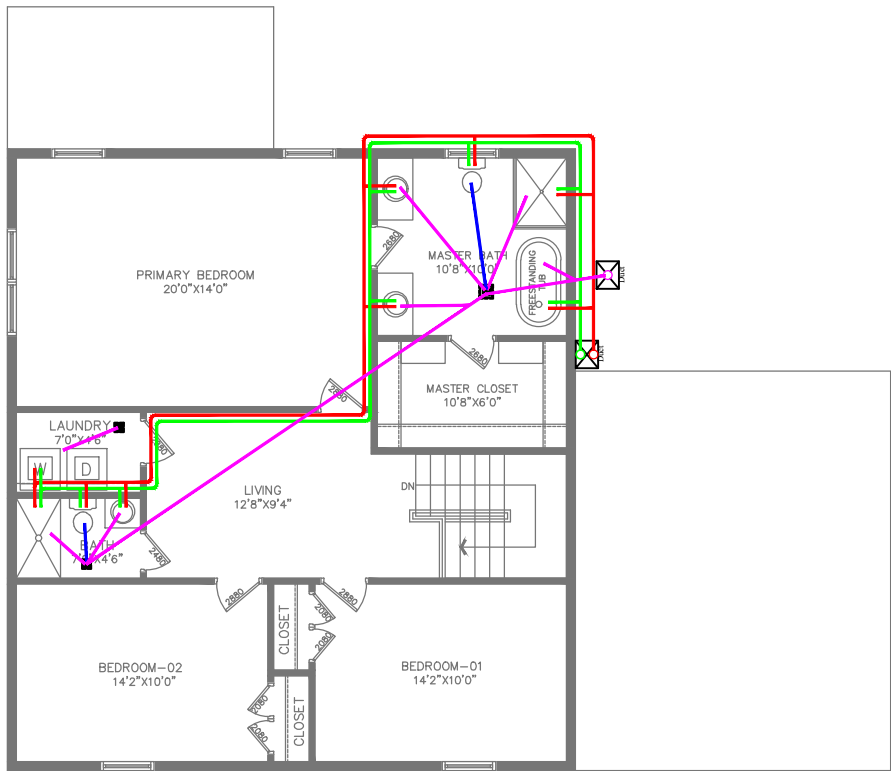
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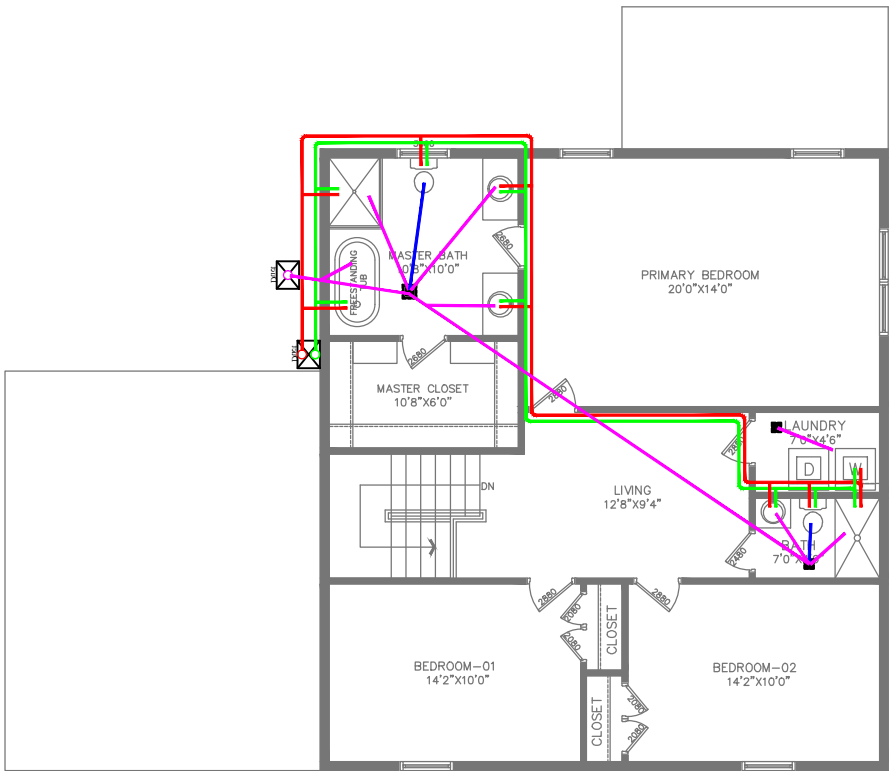
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15 of 18

Paper Size: ARCH D (24"x36")



PLUMBING PLAN
SECOND FLOOR
SCALE 1/4"=1'-0"



PLUMBING PLAN
SECOND FLOOR
SCALE 1/4"=1'-0"



ADDRESS

4470 FLOYD
DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

THEODORE
BULLARD

SHEET TITLE:
**PLUMBING PLANS
2ND FLOOR**

Date: 29092025

Project No: xxx

Drawn By: RB

Client Name: RICKIE MONCURE

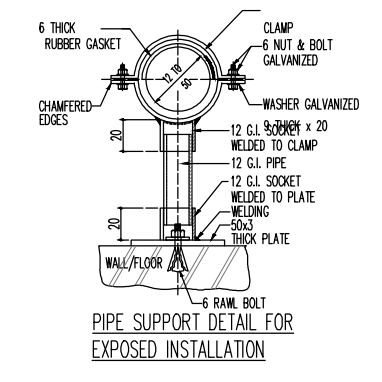
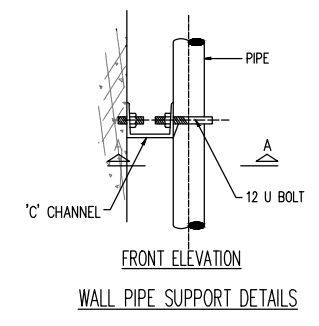
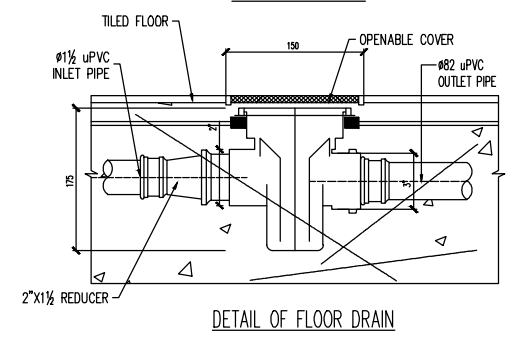
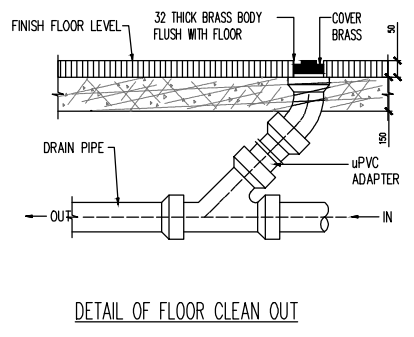
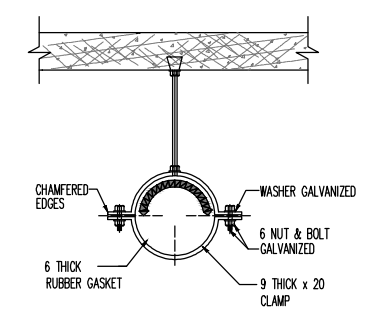
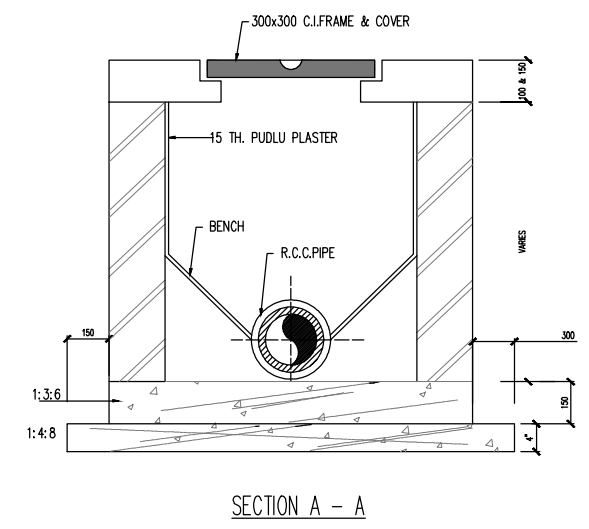
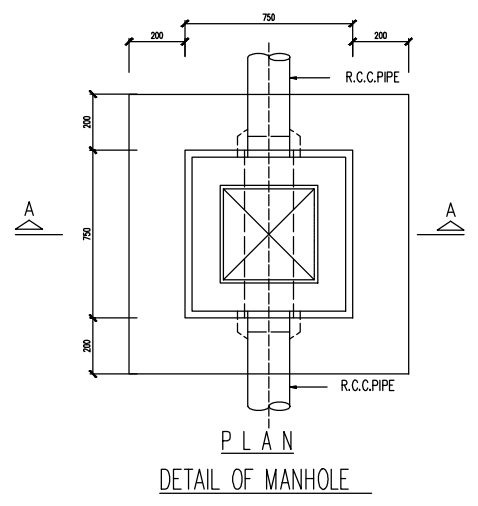
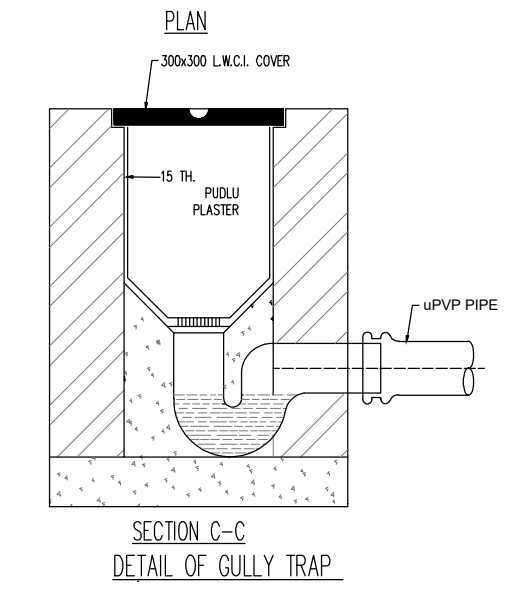
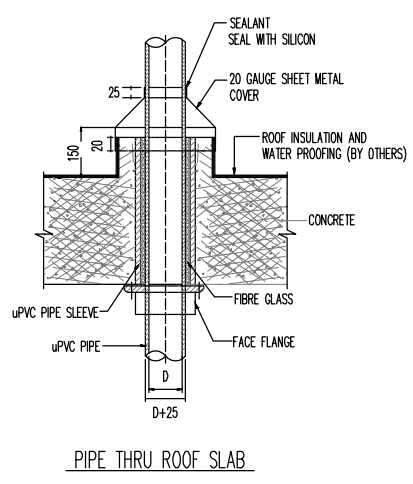
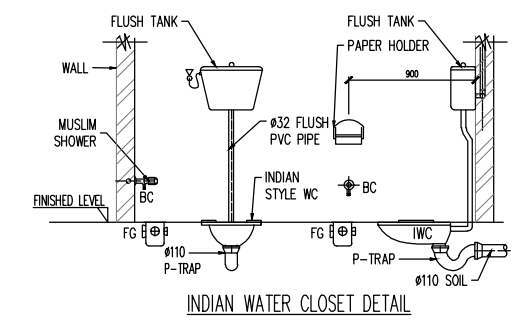
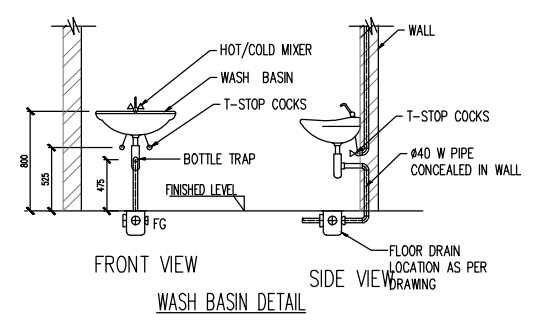
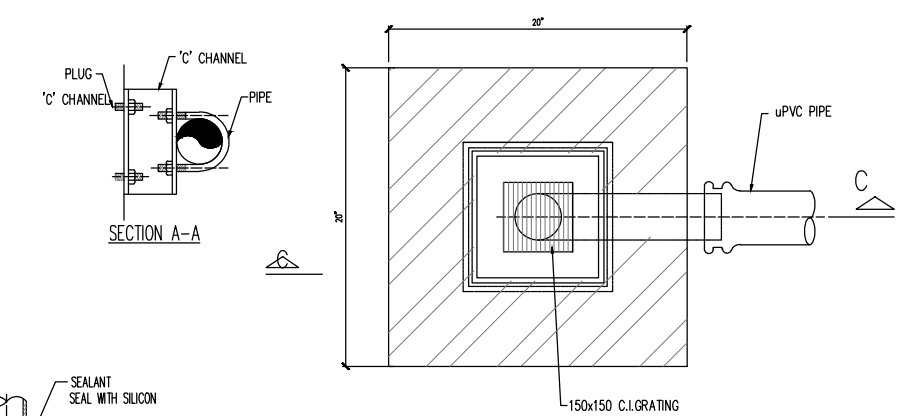
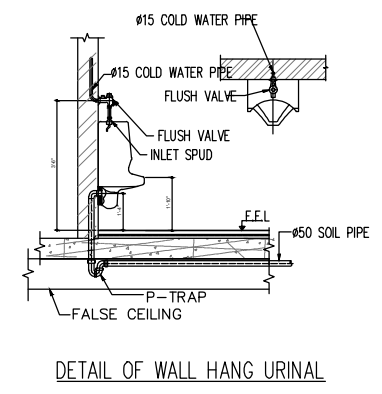
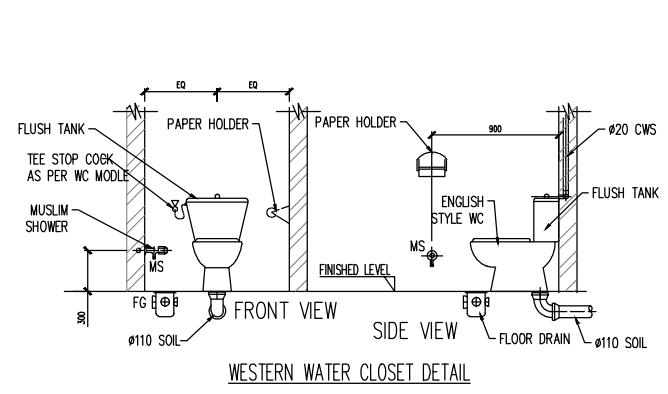
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Approved By: RB

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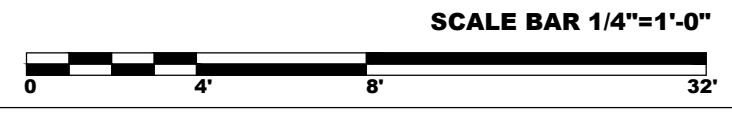
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Paper Size: ARCH D (24"X36")



PUMPS SCHEDULE											
SNo	SERVICE	LOCATION	STATUS	TYPE	FLUID	CAPACITY US GPM	HEAD FT	MOTOR			REMARKS
1	TRANSFER PUMP	GROUND FLOOR	1 DUTY	IN-LINE CENTRIFUGAL	WATER	80	50	1.0	400	3	50
						Pump shall be complete with electric motor, base plate and all accessories					

NOTE : CONTRACTOR SHOULD CALCULATE ACTUAL HEAD FOR PUMP AND APPROVE FROM ENGINEER



ADDRESS

4470 FLOYD DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

THEODORE BULLARD

SHEET TITLE:

PLUMBING DETAILS

Date: 29/09/2025

Project No: xxx

Drawn By: RB

Client Name: RICKIE MONCURE

Checked By:

Approved By: RB

Scale: AS SHOWN

Sheet No: 17 of 18

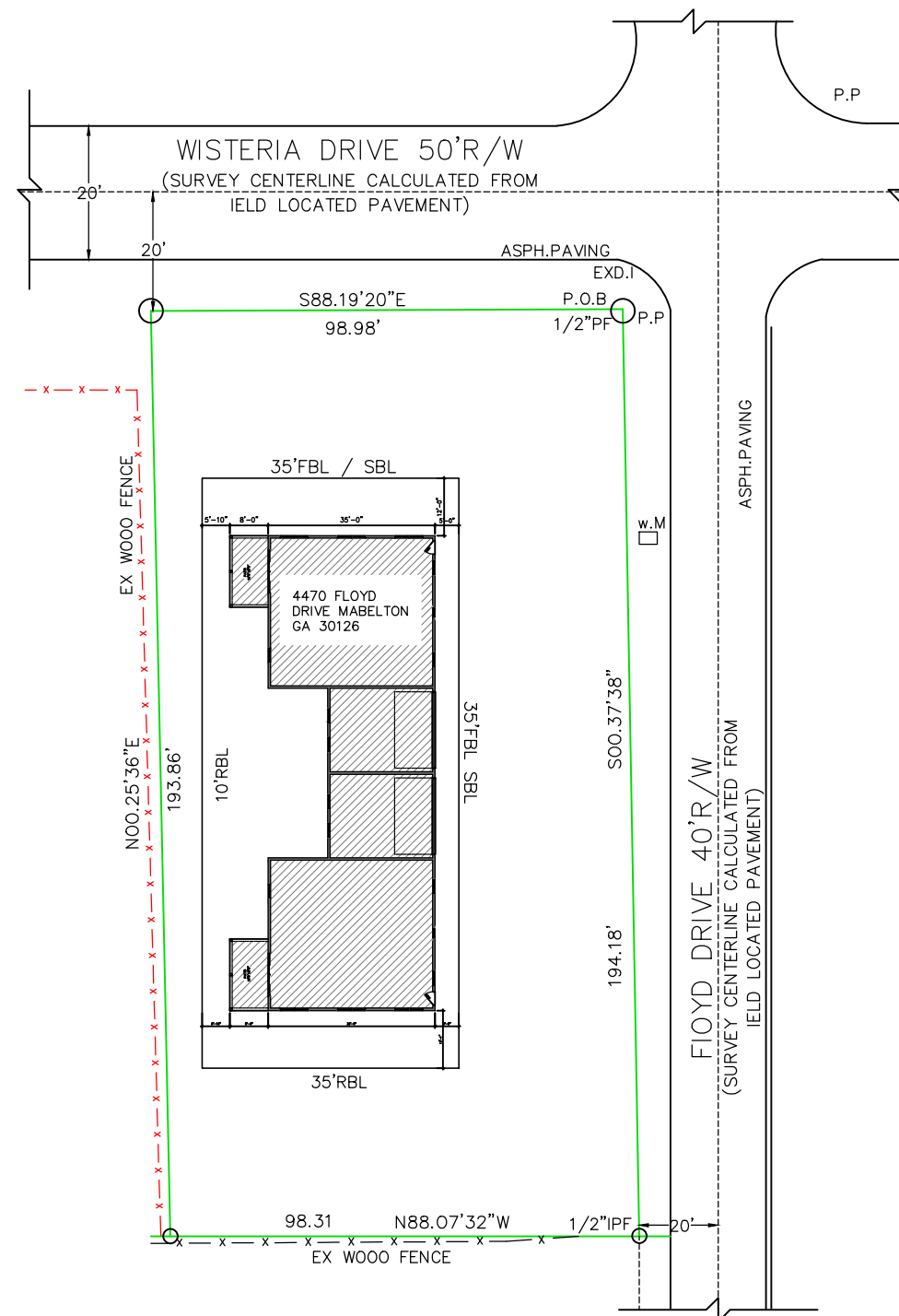
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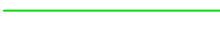
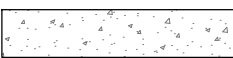
SURVEYOR NOTES:

1. STORM SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES MAY HAVE BEEN PAVED OR COVERED OVER. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATION WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES, BEFORE EXCAVATION ARE BEGUN, CALL THE UTILITIES PROTECTION CENTER FOR ADDITIONAL INFORMATION.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
3. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT THE EXPRESS RECTIFICATION OF THE SURVEYOR NAMING SUCH PERSON, PERSONS OR ENTITY.
4. BEARINGS SHOWN WERE COMPUTED FROM ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION.
5. THIS PROPERTY IS SUBJECT TO CURRENT ZONING REGULATIONS AND RESTRICTIONS.
6. ALL REBARS SET ARE 1/2" REBARS UNLESS OTHERWISE NOTED.
7. THE EXISTENCE, SIZE AND LOCATION OF IMPERVIOUS BUFFERS ARE SUBJECT TO FINAL DETERMINATION BY THE LOCAL ISSUING AUTHORITY, CITY, OR COUNTY.
8. CONTOUR INTERVAL = 1 FEET
9. ALL DISTANCES SHOWN ON PLAT ARE GROUND DISTANCES.

LEGEND:

P.O.B.A.	POINT OF BEGINNING
P.O.R.B.	POINT OF REFERENCE
O.H.P.C.	OVERHEAD POWER LINE
P.P.Q.D.	POWER POLE
L.L.L.A.	LAND LOT LINE
I.L.F.B.	1/2" IRON PIN FOUND
I.L.S.C.	1/2" IRON PIN SET
OTPF	OPEN TOP PIPE FOUND
C.L.T.D.	CENTER LINE
(x)a)	LOT NUMBER
W.M	WATER METER
G.M	GAS METER



	BOUNDARY LINE BUILDING
	FENCE
	GRASS
	CONCRETE

LEGEND

INSTRUMENT USED:

GEOMAX ZOOM 90 ROBOTIC TOTAL STATION.
REFERENCE USE: DB: 16060 PG: 589

NOTE:

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 65,580 FEET AND AN ANGULAR ERROR OF 00°00'06" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1: 183,383 FEET
2. ANY & ALL UNDERGROUND UTILITIES, I.E. SEWER, STORM, GAS, WATER, ETC. HAVE NOT BEEN FIELD LOCATED BY CONVENTIONAL SURVEY METHODS.
3. NO VISIBLE EVIDENCE OF A CEMETERY FOUND.

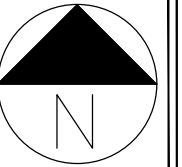
ZONED R-20

MIN. LOT AREA 20,000 SQ.FT

FRONT SETBACK 35 FEET

SIDE SETBACK 10 FEET

REAR SETBACK 35 FEET



ADDRESS

4470 FLOYD
DRIVE
MABELTON
GA 30126

CLIENT NAME

OWNER NAME:

THEODORE
BULLARD

SITE PLAN

SHEET TITLE-

Date: 29/09/2025

Project No: XXXX.

Drawn By:	RB
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Client Name: RICKIE MONCURE

Checked By:	
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Approved By:	RB
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Scale:	AS SHOWN
Sheet No:	

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Paper Size: ARCH D (24"X36")







City of Mableton
Community Development | Planning and Zoning Division
6116 Mableton Parkway, Suite 144
Mableton, GA 30126
(470) 417-4220
www.mableton.gov

PLANNING COMMISSION STAFF REPORT

GENERAL INFORMATION

CASE NUMBER: Z-2025-05

APPLICANT: Theodore Bullard

REQUEST: Rezoning from Single Family Residential (R-20) to Residential Duplex (RD) for the development of a duplex

PROPERTY LOCATION: 4470 Floyd Drive, Mableton, Georgia 30126

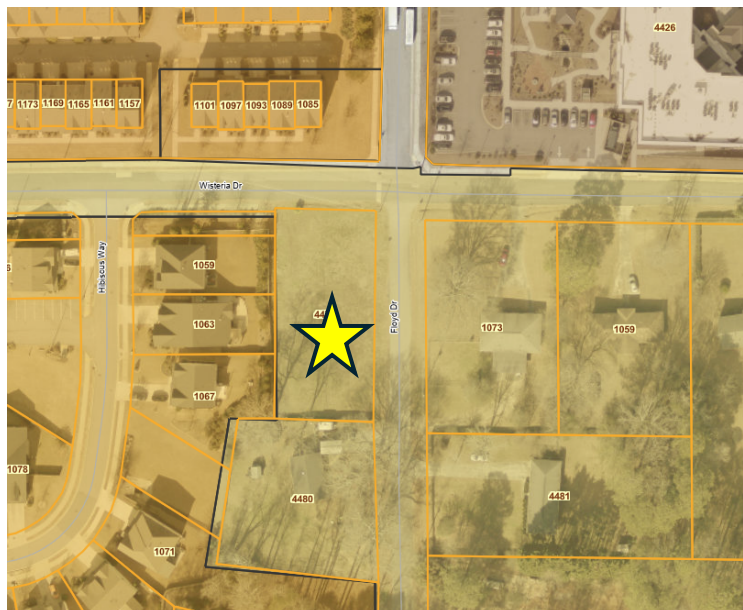
PARCEL ID: 19100100060

ACREAGE: 0.5

P.C. HEARING DATE: December 4th, 2025

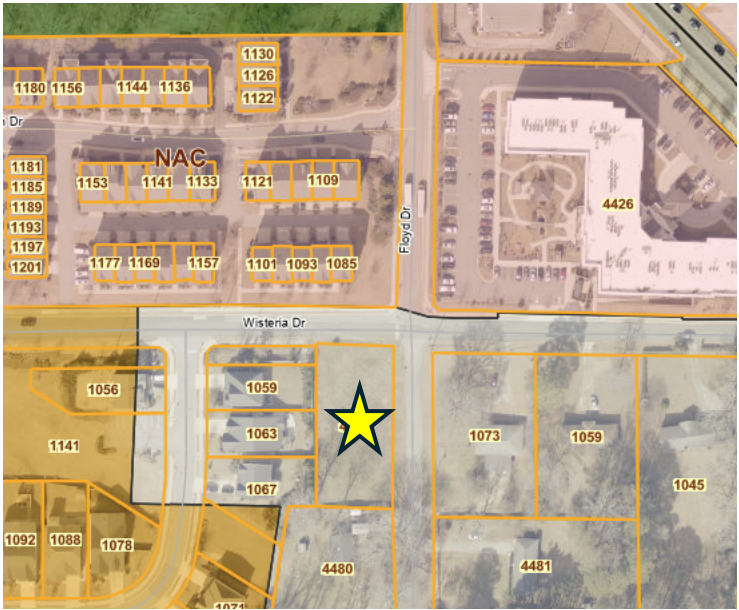
DISTRICT: 5 Councilmen Ferguson

ZONING MAP



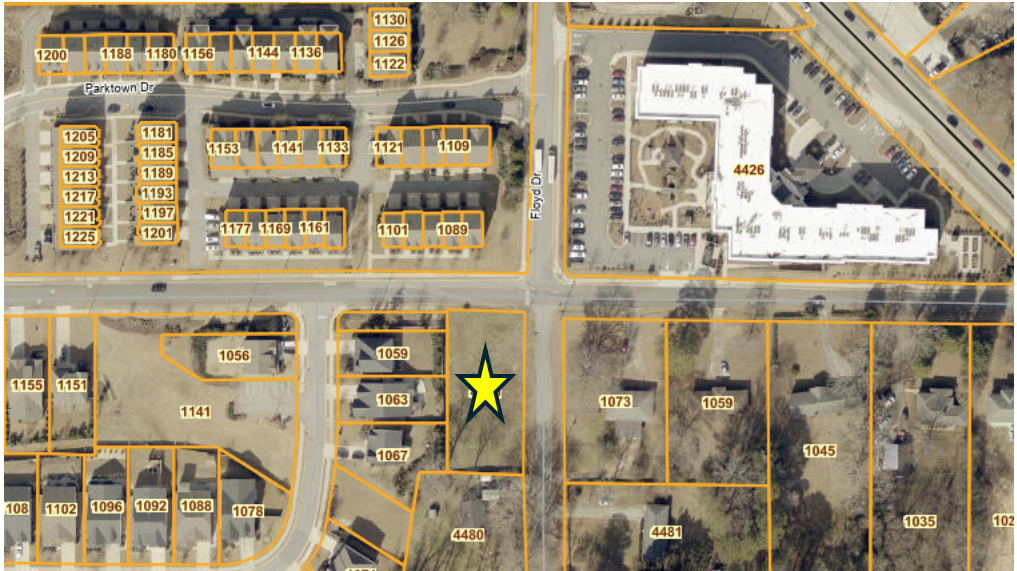
Star = Location of Subject Property

FLU MAP



Star = Location of Subject Property

AERIAL MAP



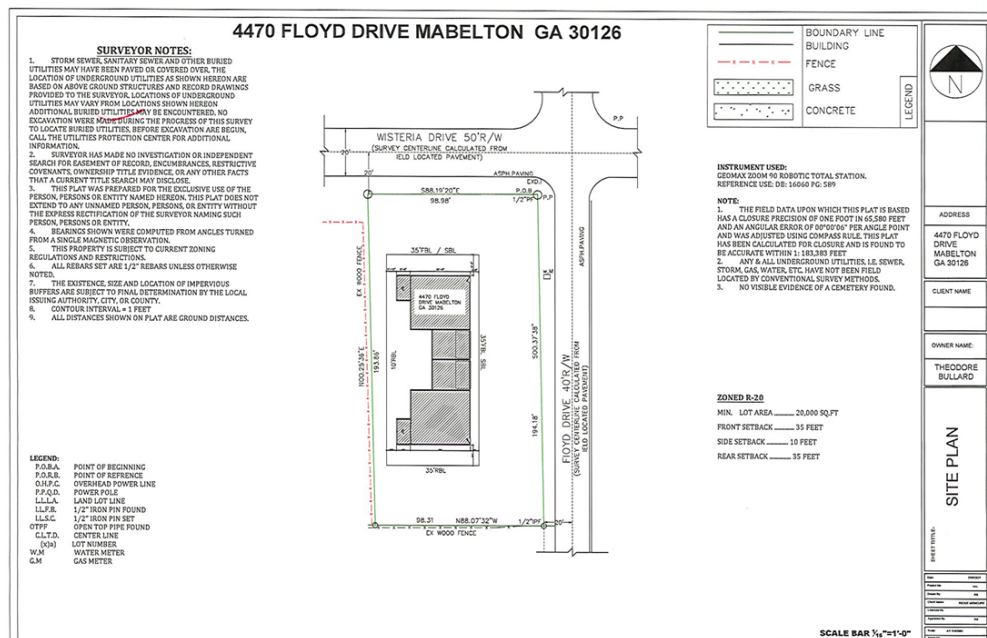
Star = Location of Subject Property

I. Purpose of Request

The applicant is requesting to rezone 0.5 acres from R-20 (Single-Family Residential) District to RD (Residential Duplex) District. The proposed development will consist of 5,440 square feet residential duplex.

The subject property does not have a zoning case history associated with it. The future land use designation of the property is Low Density Residential. Low Density Residential provides for areas that are suitable for low density housing between one (1) and two and one-half (2.5) dwelling units per acre and non-supportive senior living housing that in certain circumstances may reach five (5) dwelling units per acre, depending on existing conditions such as product type and mix, structure/building height, tract size, topographic conditions, etc. in order to provide compatibility with adjacent residential uses. Proposals at the low end of the range of densities shall be encouraged in areas that are currently developed at similar densities. New residential uses should be developed in a manner that helps protect the character of these areas.

PROPOSED SITE PLAN



Revised site plan submitted 10-6-25

Request Zoning District for the property

Purpose and intent. The RD district is established to provide locations for the development of affordable single-family detached or attached owner-occupied residential dwelling units, including duplexes. The dwelling units are to be designed to be placed on an individual lot attached to another dwelling unit or on an adjoining lot where the units will be attached by a

common party wall. This residential use is designed to be located within or on the edge of properties delineated for medium density residential categories as defined and shown on the Comprehensive Plan. When residentially compatible institutional and recreational uses are developed within the RD district, they should be designed and built to ensure intensity and density compatibility with adjacent single-family detached dwellings and otherwise to implement the stated purpose and intent of this chapter.

II. Property Description & Surrounding Land Use

The subject property is a ±0.50-acre undeveloped corner lot located at the intersection of Floyd Drive and Wisteria Drive. The site is flat and entirely cleared, with no existing structures, trees, or shrubs. There are currently no established access points or driveways. Surrounding development includes the Concord Trail subdivision to the north, the Wisteria subdivision to the west, and the Wisteria Place senior housing community to the northeast. Single-family homes are located directly east and south of the property, creating a predominantly residential context around the site.

Front Elevation



ADJACENT ZONING AND CURRENT LAND USE			
Direction	Address	Current Zoning	Existing Land Use
North	Wistéria Drive	RM-8 (Residential Multifamily) 8 units	Attached Townhomes
South	4481 Floyd Drive	R-20 (Single Family) District	Detached Single Family Home
West	1059/1063/1067 Hibiscus Way SW	RA-5 (Single family residential district 7,000 square foot lot size)	Detached Single Family Home
East	1073 Wistéria Drive	R-20 (Single Family) District	Detached Single Family Home

Non-Residential Criteria

- **Proposed # Building:** One
- **Proposed Stories:** two (2)
- **Total Square footage of development:** 5,400 square feet (each unit will be 2,720 square feet)
- **Floor area ratio:** 0
- **Square footage per acre:** 5,400 square feet
- **Required parking spaces** – 2 space per dwelling. (2 units = 4 spaces)
- **Acres in floodplain or wetlands :** none
- **Impervious surface shown:** Max impervious surface 40 percent

III. Analysis

When considering an application to amend the current zoning designation of a property, the Mayor and City Council, the Planning Commission, and the Planning and Zoning Division shall consider the following standards as described in Section 2.03 (3) a-e of the Zoning ordinance:

1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The surrounding area contains a mix of residential housing types, including senior housing, townhomes, and traditional single-family lots. The proposed duplex use is consistent with the general residential character of the area and would not introduce a use fundamentally incompatible with the existing development pattern. As a corner lot, the site is appropriately positioned to accommodate a slightly higher-density residential product without disrupting the continuity of the neighborhood.

2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property.

Staff does not anticipate adverse impacts to adjacent properties. Duplex development is residential in nature and similar in scale and form to nearby townhome and senior housing developments. Proper site design—including setbacks, orientation, and buffering where appropriate—can ensure compatibility with existing single-family homes. No known usability conflicts have been identified.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The property has a reasonable economic use under its current R-20 zoning for single-family development. However, the rezoning to RD would allow a more flexible residential product type that aligns with surrounding development patterns and responds to evolving housing needs within the community. The request does not eliminate the parcel's existing economic viability but instead offers an alternative viable use.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

No major concerns were reported from Stormwater, Water & Sewer, Transportation, or Fire. Because duplexes generate a modest increase in trips compared to a single-family home, the impact on area traffic and public infrastructure is expected to be minimal. The proposed intensity remains low and compatible with existing facilities.

5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan.

The subject property lies within the Low Density Residential future land use character area. While duplexes typically fall within a medium-density category, the surrounding presence of townhomes, senior residential developments, and varying residential forms demonstrates an existing transition within this area. The proposed RD zoning may be considered appropriate if designed at a compatible scale and massing, reinforcing residential character while providing an incremental housing option.

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

The site is an undeveloped corner lot situated within a diverse residential context. The presence of multiple housing types in close proximity, coupled with the absence of infrastructure concerns, supports the viability of the requested rezoning. Additionally, infill residential development on vacant lots contributes to neighborhood stabilization and aligns with broader planning goals for redevelopment and housing diversity.

IV. Department Comments

Cobb County Water/Sewer

10/20/25

Water comments:

At development: ☒ YES ☐ NO

Fire flow test required: ☒ YES ☐ NO

Size and location of existing water main(s): 6" on Floyd Dr

Additional water comments:

Sewer comments:

In the drainage basin: ☒ YES ☐ NO

At development: ☐ YES ☒ NO

Approximate distance to nearest sewer: 60'

southwest Estimated waste generation (in G.P.D.):

Average daily flow = 800

Peak flow = 2,000

Treatment plant: South Cobb WRF

Plant capacity: ☒ Yes ☐ NO

Projected plant availability: ☐ 0-5 years ☒ 5-10 years ☐ over 10 years

Off-site easement required: ☒ YES* ☐ NO

Line capacity study required: ☐ YES ☒ NO

Letter of allocation issued: ☐

YES ☒ NO Septic tank recommended by this

department: ☐ YES ☒ NO Subject to Health

Department approval: ☐

YES ☒ NO

*If off-site easements are required, the developer/owner must submit easements to CCWS for review and approval as to

Additional sewer comments: If each duplex unit will be individually owned (i.e. if the existing parcel will be subdivided) they must be connected to sewer.

Note: These comments only reflect what facilities were in existence at the time of this review. Developer may be required to install/upgrade water mains based on fire flow test results or Fire Department code. This will be addressed in the Plan Review process. The developer/owner will be responsible for connecting to the existing county water and sewer systems, installing and/or upgrading all outfalls & water mains, obtaining onsite and/or offsite easements, and dedication of onsite and/or offsite water and sewer to Cobb County as may be required. Rezoning does not guarantee water/sewer availability or capacity unless so stated in writing by the Cobb County Water System.

Cobb County Stormwater

Site Data

1. Address: 4470 Floyd Drive, Mableton, GA. 30126
2. District: 5
3. Existing Zoning: R-20 Existing Allowable Impervious Coverage: 35%
4. Proposed Zoning: RD Allowable Future Impervious Coverage: 40%
5. Future Land Use: LDR

Existing Conditions

Floodplain Information

1. Flood Damage Prevention Designated Flood Hazard: No.

Stormwater Information

1. Drainage Basin: Un-named Tributary to Buttermilk Creek.
2. State Stream Buffers: No.
3. County Stream Buffer Ordinance: No.
4. Impaired Stream: No.
5. Hotspot: No.
6. Wetlands: No.
7. Water Intake Zone: No.
8. Chattahoochee River Corridor: No.
9. Existing Onsite Ponds / Lake: No.

Topography Information

1. General site Description: The approximate 0.439ac (19,134sf) parcel is cleared and mostly grass with no structure. The site is gently sloped away from Floyd Drive toward the west.
2. Downstream Description: Stormwater discharging from the site enters an existing swale and drainage easement within the Concord Trace Subdivision, immediately west of this parcel. Runoff from the swale enters a pipe system crossing through the Concord Trace Subdivision which discharges to the un-named tributary at the west side of the

subdivision.

3. Potential or known drainage problems may exist downstream from this site.

Project Design Comments and Recommendations

The following comments and recommendations are typically required at the time of plan review and permitting.

Proposed Project Onsite Design Requirements

1. At the time of plan review provide a comprehensive Hydrology Study and Design for the Stormwater Management Design will be required. The design and study shall be in accordance with the Georgia Stormwater Management Manual and the current Cobb County Codes. The design and study shall include but not limited to stormwater detention, runoff reduction and/or water quality, channel protection, and downstream flood prevention.
2. At the time of plan review calculate and provide the percentage of impervious coverage for the project site on the plans.
3. Recommend a pre-design concept meeting with Cobb County Stormwater Management Division. At the time of the Concept Meeting a proposed concept stormwater management plan shall be presented.
4. The proposed onsite storm drain system and stormwater management facility is considered private. All annual inspections, maintenance and repairs are the responsibility of the property owner. A stormwater facility "Maintenance Agreement and Access Easement" will be required at the time of the land disturbance permit with the Cobb County Stormwater Management Division.
5. Stormwater discharges must be controlled not to exceed the existing capacity of the downstream storm drainage system including pipe systems, drainage swales and roadside ditches.
6. Substantially mitigate any effects of concentrated stormwater discharges onto adjacent properties. Level spreaders may be required to disburse the stormwater discharge.
7. Developer must secure drainage easement(s) to receive concentrated discharges where none naturally exist downstream.

Special Conditions

1. Currently, it appears a roadside ditch along the north side of the lot receives offsite runoff from the Wisteria Drive / Floyd Drive intersection pipe system onto the site. The onsite drainage system anticipated for the Residential Duplex could discharge into this same roadside ditch to maintain existing drainage patterns and not create a nuisance for the neighboring properties in Concord Trace Subdivision.

Cobb County Fire Department

The proposed zoning case must address the comments listed below by prescriptive code or equivalency, as approved by the Cobb County Fire Marshal's Office

CERTIFICATE OF OCCUPANCY:

Plans must be submitted to the Cobb County Fire Marshal's Office to initiate the Certificate of Occupancy process.

GUEST PARKING:

Occupant parking shall be installed as required by zoning and additional guest parking shall be required as follows:

- Where driveways to two car garages exceed 50 feet in length, no additional guest parking is required.
- Where driveways to two car garages are at least 22 feet long and 20 feet wide, additional parking shall be required at .5 spaces per dwelling unit.
- Where driveways to two car garages are less than 22 feet long and 20 feet wide, additional parking shall be required at 1 space per dwelling unit.
- Where only single car garages are provided, additional parking shall be required at 2 spaces per dwelling unit.
- Guest parking spaces must be evenly distributed throughout the project. (Cobb County Development Standards 401.8.2)

FIRE PROTECTION:

Automatic sprinkler protection must be provided where mandated by the applicable codes.

Cobb County DOT

Roadway	Roadway classification	Speed limit (mph)	Jurisdictional control	Recommended Min. R.O.W. requirements
Wisteria Drive	Local	25	CDOT	50'
Floyd Drive	Local	25	CDOT	50'

ITE	Description	Expected	AM	PM	Weekday
-----	-------------	----------	----	----	---------

Land Use		Size (dwelling units)	In (vph)	Out (vph)	Total (vph)	In (vph)	Out (vph)	Total (vph)	Daily (vpd)
215	Single Family attached Homes	2	0	1	1	1	0	1	14

vph = vehicles per hour, vpd = vehicles per day

Development gross trip generation based on available development size and rates from the Institute of Transportation Engineers (ITE) Trip Generation, 11th edition.

Comments and observations

Wisteria Drive is classified as a local roadway and according to the available information the existing right-of-way does meet the recommended requirements for this classification.

Floyd Drive is classified as a local roadway and according to the available information the existing right-of-way does not meet the recommended requirements for this classification.

In accordance with Cobb County Code 134-121 and rezoning application emailed September 29, 2025, this development does not require a traffic study submittal.

Recommendations

THE RECOMMENDATIONS BELOW SHALL BECOME STIPULATED REQUIREMENTS UPON INCLUSION WITH AND APPROVAL BY THE CITY OF MABLETON OF THIS APPLICATION:

1. Recommend applicant, WITHIN 12 MONTHS OF ZONING APPROVAL, donate right-of-way on the west side of Floyd Drive, a minimum of 25' from the roadway centerline, in accordance with Cobb County Development Standard 401.2, Right-of-Way.
2. All signage and landscaping should be installed off county right-of-way and where it will not impede the line of sight for the driveways or roadways.
3. Recommend maximum of one driveway access per lot.
4. Recommend the one driveway access per lot be allowed only to Floyd Drive or Wisteria Drive, with a 10' no access easement on the roadway where driveway is not accessed.
5. Recommend a minimum of 50 feet straight-line distance (from end of curb return to start of adjacent curb return) between any residential driveways and adjacent curves, onstreet parking or other driveways. This recommendation is pursuant to Cobb County Development Standard 402.7.1, Residential Driveways and Cobb County Development Standard Detail 116R, Residential Driveway Standard.

6. Recommend a minimum of 50' feet straight-line distance (from end of intersection curb return to start of driveway curb return) between the first residential driveway and the intersection of Floyd Drive and Wisteria Drive. This recommendation is pursuant to Cobb County Development Standard 402.7 and Cobb County Development Standard Detail 116R, Residential Driveway Standard.
 7. Recommend installing curb, gutter, and sidewalk along Floyd Drive and Wisteria Drive frontage or pay fee in lieu to meet Cobb DOT standards and subject to City of Mableton approval. This recommendation is pursuant to Cobb County Development Standard 401.15, Curbs and Gutters (including subsections), Cobb County Development Standard 404 Sidewalks and Pathways, Cobb County Development Standard 405 Accessibility Requirements, and Cobb County Development Standard Detail 106, Concrete Curbs, Medians.
 8. Recommend applicant be required to meet all Cobb County Development Standards and Ordinances related to project improvements.
-

V. Staff Recommendation

The planning and zoning staff recommends *approval (recommendations)*

1. The development shall be constructed substantially in accordance with the site plan submitted with the rezoning application. Minor modifications may be approved administratively by staff to address utility, safety, or permitting requirements.

2. Architectural elevations for the duplex shall be submitted to staff for review prior to permitting.

Elevations shall:

- Incorporate residential-style materials such as brick, stone, fiber-cement siding, or similar quality materials.
- Maintain a pitched roof design.
- Ensure each unit is visually compatible with surrounding single-family and townhome structures. Stucco, if used, shall be limited to trim or accent features only.

3. The applicant shall provide enhanced landscaping along any property lines adjoining single-family homes, including:

- A minimum **10-foot landscape strip** along shared residential boundaries.
- Installation of evergreen shrubs or small trees to provide year-round screening.

4. All site access shall be subject to approval by the Transportation Department.
 - Driveway location(s) shall be designed to ensure safe sight distance and minimize turning conflicts near the intersection.
 - Shared driveway access for both duplex units is encouraged to limit curb cuts.
5. Parking shall comply with RD district standards and must be located behind or to the side of the duplex structure. Front-yard parking pads shall be prohibited, except for standard residential driveways.
6. Any exterior lighting shall be residential in scale and fully shielded to prevent glare onto adjacent properties.
7. All mechanical equipment, HVAC units, and trash receptacles shall be located behind the structure and screened from public view with landscaping or solid fencing.
8. The development shall comply with all applicable City of Mableton zoning, building, stormwater, transportation and fire safety regulations and recommendations from Cobb County.
9. No more than **one (1) duplex building** (two dwelling units) shall be permitted on the subject site.

VI. Planning Commission Recommendation

On Thursday, December 4th, 2025 City of Mableton Planning Commission recommend Approval of REZ2025-005 with the following stipulations;

1. The development shall be constructed substantially in accordance with the site plan submitted with the rezoning application. Minor modifications may be approved administratively by staff to address utility, safety, or permitting requirements.
2. Architectural elevations for the duplex shall be submitted to staff for review prior to permitting.
Elevations shall:
 - Incorporate residential-style materials such as brick, stone, fiber-cement siding, or similar quality materials.
 - Maintain a pitched roof design.
 - Ensure each unit is visually compatible with surrounding single-family and townhome structures. Stucco, if used, shall be limited to trim or accent features only.
3. The applicant shall provide enhanced landscaping along any property lines adjoining single-family homes, including:

- A minimum **10-foot landscape strip** along shared residential boundaries.
 - Installation of evergreen shrubs or small trees to provide year-round screening.
4. All site access shall be subject to approval by the Transportation Department.
- Driveway location(s) shall be designed to ensure safe sight distance and minimize turning conflicts near the intersection.
 - Shared driveway access for both duplex units is encouraged to limit curb cuts.
5. Parking shall comply with RD district standards and must be located behind or to the side of the duplex structure. Front-yard parking pads shall be prohibited, except for standard residential driveways.
6. Any exterior lighting shall be residential in scale and fully shielded to prevent glare onto adjacent properties.
7. All mechanical equipment, HVAC units, and trash receptacles shall be located behind the structure and screened from public view with landscaping or solid fencing.
8. The development shall comply with all applicable City of Mableton zoning, building, stormwater, transportation and fire safety regulations and recommendations from Cobb County.
9. No more than **one (1) duplex building** (two dwelling units) shall be permitted on the subject site.
10. **No short term rental (STR) uses subject to compatible with the City of Mableton Code and Zoning Ordinance.**
11. **The garage shall not be converted or use as separate living space.**
12. **Three canopy trees for each unit shall be planted before Certificate of Occupancy to be issued.**
13. **Sidewalk, curb and gutter must be constructed; no payment in lieu is permitted as mentioned in DOT comments.**

1 **STATE OF GEORGIA**

2 **CITY OF MABLETON**

3 **ORDINANCE NO. 2025-12-01**

4 AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF MABLETON,
5 GEORGIA BY REZONING CERTAIN PARCELS OF REAL PROPERTY LOCATED 4470
6 FLOYD DRIVE, MABLETON, GEORGIA (COBB COUNTY PIN 19100100060); TO
7 PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL
8 CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN
9 EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED BY LAW.

10 **WHEREAS**, the governing authority of the City of Mableton, Georgia (the “City”) are the
11 Mayor and Council thereof; and

12 **WHEREAS**, the governing authority is authorized by its Charter and state law to regulate
13 zoning within the limits of the City; and

14 **WHEREAS**, the subject parcels of real property consist of approximately 0.5 acres,
15 located at 4470 Floyd Dr, Land Lot 1001, District 19th, according to the present system of
16 numbering property in Mableton, Cobb County, Georgia (Cobb County Tax Parcel Identification
17 Numbers:19100100060) (the “Property”); and

18 **WHEREAS**, the Property is currently zoned as R-20 – Single Family Residential; and

19 **WHEREAS**, the owners (“Applicant”) of the Property filed an application requesting the
20 governing authority to rezone the Property to RD (Residential Duplex); and

21 **WHEREAS**, the Planning Commission and City staff have recommended approval as the
22 re-zoning will not adversely impact adjacent properties and will be consistent with the other uses;
23 and

24 **WHEREAS**, the governing authority of the City desires to rezone the Property to RD, to
25 ensure consistency with the City’s comprehensive plan and future land use plan; and

26 **WHEREAS**, the City has complied with the notice and hearing requirements pursuant to
27 O.C.G.A. § 36-66-1 *et seq.*; and

28 **WHEREAS**, the health, safety and welfare of the citizens of the City will be positively
29 impacted by the adoption of this Ordinance.

30 **NOW THEREFORE**, be it and it is hereby resolved by the Mayor and Council of the
31 City of Mableton:

32 **Section 1.** Those certain parcels of real property consisting of approximately 0.5 acre
33 located at 4470 Floyd Dr, Land Lot 1001, District 19th according to the present system of
34 numbering property in Mableton, Cobb County, Georgia (Cobb County Tax Parcel Identification
35 Numbers: 19100100060) is hereby rezoned from R-20 (Single Family Residential) to RD
36 (Residential Duplex). Such rezoning is to be noted on the official City of Mableton Zoning Map
37 approved by the Mayor and Council as soon as reasonably possible following adoption of this
38 Ordinance along with an editorial note on the official City of Mableton Zoning Map specifying
39 the parcel affected by this Ordinance and the date of adoption of this Ordinance. Until this
40 rezoning is indicated on the official City of Mableton Zoning Map, this Ordinance and Exhibit A
41 shall govern over the official City of Mableton Zoning Map to the extent of any discrepancy
42 between this Ordinance and the official City of Mableton Zoning Map.

43 **Section 2.** (a) It is hereby declared to be the intention of the Mayor and Council that all

44 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their
45 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

46 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent
47 allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is
48 severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is
49 hereby further declared to be the intention of the Mayor and Council that, to the greatest extent
50 allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually
51 dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

52 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall,
53 for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the
54 valid judgment or decree of any court of competent jurisdiction, it is the express intent of the
55 Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
56 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
57 of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance and that, to
58 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
59 sections of this Ordinance shall remain valid, constitutional, enforceable, and of full force and
60 effect.

61 **Section 3.** All Ordinances and parts of Ordinances in conflict herewith are hereby

62 expressly repealed to the extent of such conflict.

63 **Section 4.** The effective date of this Ordinance shall be the date of its adoption by the

64 Mayor and Council unless otherwise stated herein.

65 **Section 5.** The Ordinance shall be codified in a manner consistent with the laws of the
66 State of Georgia and the City of Mableton.

67 **Section 6.** It is the intention of the governing body, and it is hereby resolved that the
68 provisions of this Ordinance shall be enforceable under the authority of the City as permitted in
69 its Charter and Ordinances.

70 **Section 7.** The City Clerk, with the concurrence of the City Attorney, is authorized to
71 correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

SO ORDAINED, this _____ day of _____, 2025.

CITY OF MABLETON, GEORGIA

Michael Owens, Mayor

ATTEST:

Susan Hiott, City Clerk

APPROVED AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney

EXHIBIT A

Stipulations:

1. The development shall be constructed substantially in accordance with the site plan submitted with the rezoning application. Minor modifications may be approved administratively by staff to address utility, safety, or permitting requirements.

2. Architectural elevations for the duplex shall be submitted to staff for review prior to permitting.

Elevations shall:

- Incorporate residential-style materials such as brick, stone, fiber-cement siding, or similar quality materials.
- Maintain a pitched roof design.
- Ensure each unit is visually compatible with surrounding single-family and townhome structures. Stucco, if used, shall be limited to trim or accent features only.

3. The applicant shall provide enhanced landscaping along any property lines adjoining single-family homes, including:

- A minimum **10-foot landscape strip** along shared residential boundaries.
- Installation of evergreen shrubs or small trees to provide year-round screening.

4. All site access shall be subject to approval by the Transportation Department.

- Driveway location(s) shall be designed to ensure safe sight distance and minimize turning conflicts near the intersection.
- Shared driveway access for both duplex units is encouraged to limit curb cuts.

5. Parking shall comply with RD district standards and must be located behind or to the side of the duplex structure. Front-yard parking pads shall be prohibited, except for standard residential driveways.

6. Any exterior lighting shall be residential in scale and fully shielded to prevent glare onto adjacent properties.

7. All mechanical equipment, HVAC units, and trash receptacles shall be located behind the structure and screened from public view with landscaping or solid fencing.

8. The development shall comply with all applicable City of Mableton zoning, building, stormwater, transportation and fire safety regulations and recommendations from Cobb County.

9. No more than one (1) duplex building (two dwelling units) shall be permitted on the subject site.

10. No short term rental (STR) uses subject to compatible with the City of Mableton Code and Zoning Ordinance.

11. The garage shall not be converted or used as separate living space.

12. Three canopy trees for each unit shall be planted before Certificate of Occupancy to be issued.

13. Sidewalk, curb and gutter must be constructed; no payment in lieu is permitted as mentioned in DOT comments.



AGENDA ITEM MEMORANDUM

MEETING OF: December 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: OZI-2025-004 - 2480 East-West Connector (Tax Parcel 19078800140) - Request to construct an accessory structure in excess of 1,000 square feet - Community Development Director Michael Hughes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. OZI2025-004 - 2480 East West Conn Application
2. OZI-2025-004 Staff Report

CBT

COX BYINGTON TWYMAN LLP

Attorneys At Law

TEL (706) 291-2002
FAX (706) 291-6242

711 BROAD STREET
ROME, GEORGIA 30161

SENDER'S EMAIL
steve.chumbler@cbtjlaw.com

November 4, 2025

Sent UPS Express overnight

City of Mableton Community Development
Attn: Christopher Wheeler
6116 Mableton Parkway, STE 144
Mableton, GA 30126



**RE: Application for Variance and OZI
Rural King, LLC a/k/a AJM MABLETON GA, LLC
2480 East-West Connector, Austell, GA**

Mr. Wheeler:

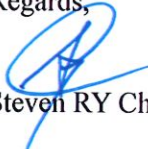
Please find enclosed within this letter a fully executed Application for Variance and Application for OZI concerning the above-referenced property on behalf of our client, Rural King, LLC. Since our meeting last month, our team took the information your team gave us, and we believe we have revised our site plan to a substantial degree in hopes of being in conformity with your guidance.

Notably, please note the adjusted outdoor display area in which we have reduced the entire footprint to 12,025 sq. ft (reduction from 50,800 sq ft). Furthermore, our team continues to both revise the bullpen area and develop a rendering for your office to review. At present, we have included a portion of those details within the site plan and ozi application materials.

Thank you again for your consideration. We look forward to the opportunity to work with your office, as we prepare for the City Council meeting on December 10, 2025. Please direct your request for any application fee to me at my contact information below and we will issue certified funds to your office immediately.

Thank you for taking care of Mama for all these years.

Regards,


Steven RY Chumbler

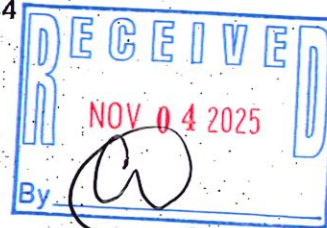
Cox Byington Twyman LLP
711 Broad Street
Rome, GA 30161
steve.chumbler@cbtjlaw.com



02125-004

City of Mableton Community Development
6116 Mableton Parkway, Ste 144
Mableton, GA 30126

Application for "OZI" City of Mableton, GA
City Council Hearing Date Requested: _____



Applicant: AJM MABLETON GA, LLC Phone #: 706-291-2002
(applicant's name printed)
Address: 711 BROAD STREET, ROME, GA 30161 E-Mail: chris.twyman@cbtlaw.com

Christopher P. Twyman Address: 711 Broad Street, Rome, GA 30161
(representative's name, printed)

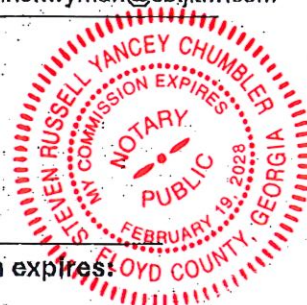
[Signature] Phone #: 706-291-2002 E-Mail: chris.twyman@cbtlaw.com
(representative's signature)

Signed, sealed and delivered in presence of:

[Signature]
Notary Public

2/16/28

My commission expires:



Titleholder(s): AJM MABLETON GA, LLC Phone: 706-291-2002
(property owner's name printed)

Address: 711 Broad Street, Rome, GA 30161 E-mail: chris.twyman@cbtlaw.com

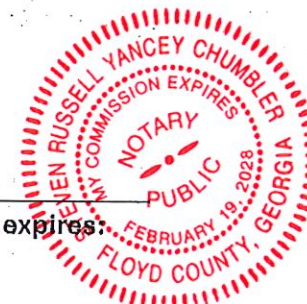
[Signature]
(Property owner's signature)

Signed, sealed and delivered in presence of:

[Signature]
Notary Public

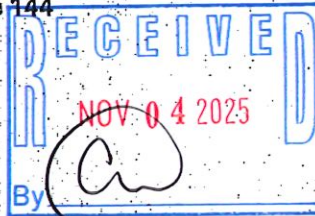
2/16/28

My commission expires:





City of Mableton Community Development
8116 Mableton Parkway, Ste 144
Mableton, GA 30126



Council District: 006 Zoning Case: OZI-2025-004

Size of property in acres: 13.862 Original Date of
Hearing: 9/10/25

Location: 2480 East-West Connector, Austell, GA
(street address, if applicable; nearest intersection, etc.)

Land Lot(s): 788 District(s): 19

State specifically the need or reason(s) for Other Business:

Please see next page



Relief/Approval Requested: **Outdoor bullpen construction.**

General:

1. Applicant desires to seek the approval for the construction of an accessory structure in excess of 1,000 sq ft under § 3.26, Mableton Code.

Structure:

1. Applicant desires to construct the bullpen structure approximately 10,750.00 sq ft., the dimensions of the bullpen being more particularly described in the site plan attached.
2. Preliminary renderings of the bullpen are included herein and will be supplemented by Applicant.
3. The bullpen will be fully enclosed and constructed out of polished metal fencing, with an operating gate.
4. Applicant must receive the approval of the Department of Community Development prior to, during, and at the conclusion of the construction process.

Landscaping:

1. (Optional) Applicant is willing to add additional natural vegetation (trees, bushes, etc...) for purposes of additional screening along Hurt Road. See "Landscaping Buffer" in blue, Site Plan ("Option 1) attached as Exhibit "B".

Fencing:

1. All metal fencing used in the construction of the bullpen area will be made of metal fencing similar to that rendered in the picture attached as Exhibit "C".
2. Applicant is willing to construct the bullpen with other materials than those stated herein, upon Applicant receipt of guidance from the Department of Community Development.

SITE PLAN

HURT ROAD (R/W VARIES)

SITE PLAN EXHIBIT
MABLETON, GA

PARCEL ADDRESS:
2480 EAST-WEST CONNECTOR
AUSTELL, GA 30106

EXISTING ON-SITE PARKING COUNT:

REGULAR SPACES	1,050
ADA SPACES	20
TOTAL	1,070

PROPOSED ON-SITE PARKING COUNT:

REGULAR SPACES	921
ADA SPACES	20
TOTAL	941

REQUIRED ON-SITE PARKING COUNT:

1 SPACE PER 100 SQ. FT. NET (70,466 SQ. FT.)	705
SALES AREAS (NET) X 1 PER 100 SQ. FT.	705
TOTAL OVERALL EXCESS PARKING SPACES	236

13.863 ACRES
70,466 SQ. FT. NET
1 STORY BUILDING



PLAN VIEW



DETENTION
POND 1

N/F

SUBJECT PARCEL OUT-BOUNDARY (13.863 ACRES)



OUTDOOR SALES AND DISPLAY AREA (12,025 SQ. FT.)



FENCED PULLPEN AREA (10,750 SQ. FT.)



SIDEWALK SALES AND DISPLAY AREA (9,150 SQ. FT.)

NOTE: MAINTAIN CLEAR AND ORGANIZED PATHWAYS ALONG AND WITHIN THE FRONT SIDEWALK-SCAPE AREAS. CLEARANCES TO COMPLY WITH ALL ADOPTED BUILDING, ACCESSIBLE, FIRE CODE, AND ACCESS STANDARDS.

OUTLOT 1
N/F

OUTLOT 2
N/F

OUTLOT 3
N/F

EAST - WEST CONNECTOR
(120' R/W)

DATE: 11.03.2025

Exhibit “B”

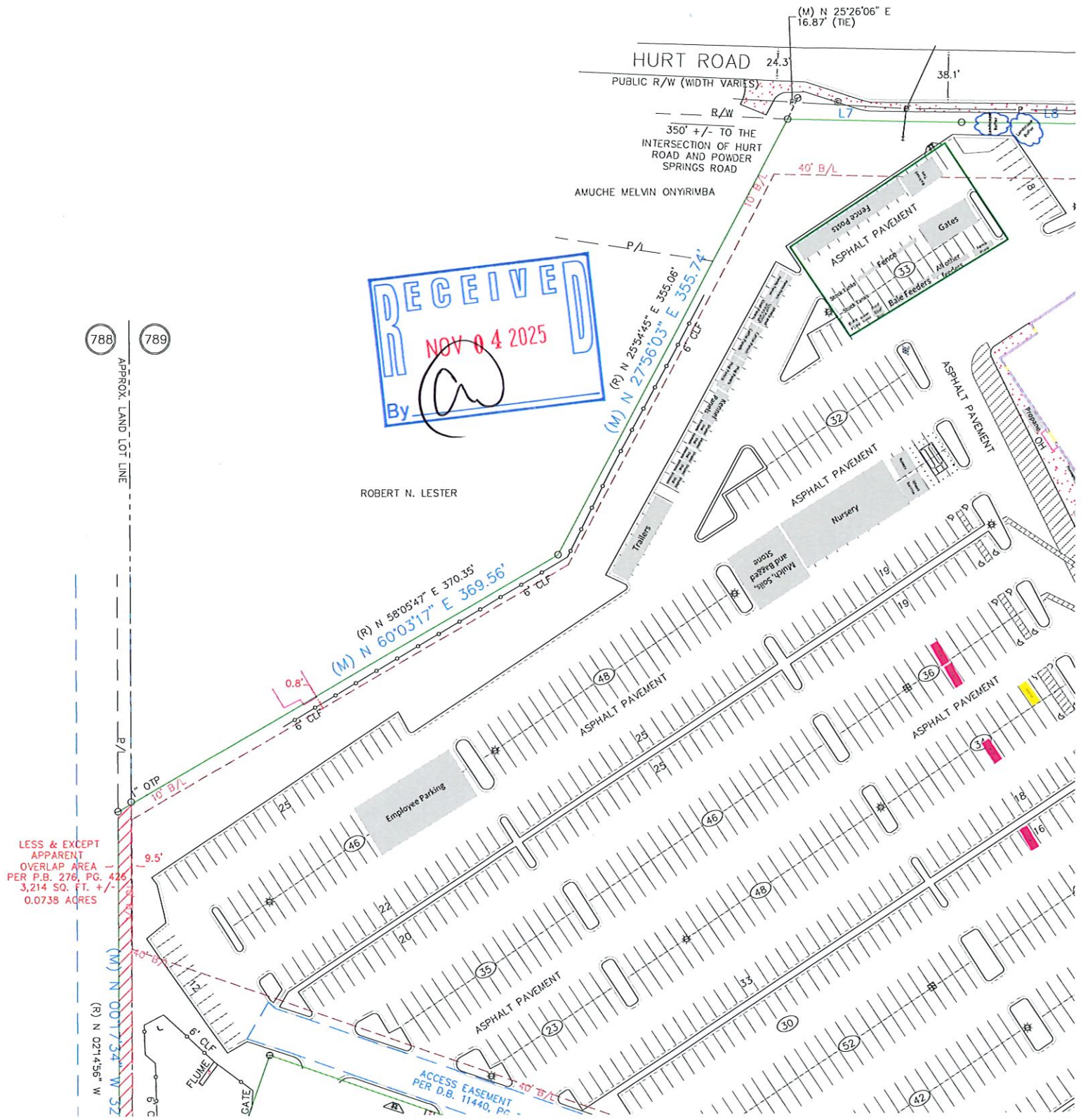
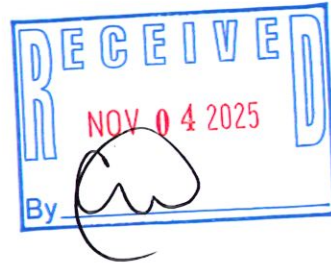


Exhibit "C"





*City of Mableton, Georgia Variance Application and
Instructions*

The City of Mableton strives to operate as a "paperless" organization. Please be advised that this application form, its required documents and any supporting information must be uploaded via the city's website and data portal.

All information submitted is a public record and is subject to the Open Records Act. This information will be posted online. Do not include any sensitive or personal information on the application, or in your submitted application packet.

The following items are required for submitting an application for variance:

1. **Rezoning Application.** Attachment A) Original notarized signatures of titleholder(s) and representative(s) are required.
2. **Corporate Documentation.** If the titleholder(s) is a domestic or foreign corporation, then the following documentation shall also be required:

Written authentication with the presence of the corporate seal, or a facsimile thereof, attested by the secretary or assistant secretary of the corporation, or other officer to whom the bylaws or the directors have delegated the responsibility for authenticating records of the corporation, shall attest:

- a) That the corporate seal or facsimile thereof affixed to the document is in fact the seal of the corporation or true facsimile thereof, as the case may be;
- b) That any officer of the corporation executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute such document on behalf of the corporation, and that the signature of such officer subscribed thereto is genuine; and
- c) That the execution of the document on behalf of the corporation has been duly authorized.

3. **Warranty Deed.** A copy of the warranty deed that reflects the current owner(s) of the property. (Mark as Attachment B)

4. **Disclosure Forms.** Zoning Application Disclosure forms (Attachments C1 and C2) must be completed.

5. **Legal Description.** A current legal description of the subject property. If the application consists of several tracts, a legal description of each tract is required. A separate legal description of each zoning classification is also required, as well as an overall description of all tracts and/or classifications combined. No legal description should include more property than is included in the application for rezoning. (Mark as Attachment C)

6. **Site Plan.** A copy of a current plot plan and current boundary survey drawn to scale by a registered engineer, architect, land planner, or land surveyor currently registered in accordance with applicable state laws. The plan must be stamped by the applicable professional. The plan must include the information listed below. If any item is inapplicable, please explain why. (Mark as Attachment D)

- a) north arrow
- b) land lot lines
- c) district lines
- d) lot lines
- e) angles
- f) total acreage
- g) bearing and distances
- h) adjoining street with right-of-way (present and proposed)
- i) paving widths
- j) the exact size (dimensions and square footage) and location of all buildings along with intended use
- k) building setback
- l) buffer areas
- m) parking spaces and parking deck location
- n) lakes and streams
- o) utility easements
- p) limits of the 100-year floodplain and acreage of floodplain
- q) cemeteries
- r) access points
- s) wetlands
- t) stormwater detention/retention areas
- u) calculation of impervious surface before and after changes to the property
- v) stream buffers (minimum 50' buffer)
- w) architectural or archeological landmarks
- x) lot sizes (if the property will be subdivided)

7. **Sign Variances Only.** Any sign variance request must provide a sign rendering that shows: size, height, shape, illumination (external/internal) and structural details (footings). (Mark as Attachment F)

8. **Tax Receipt.** A copy of the paid tax receipt for the subject property, or a statement signed by an official in the Tax Commissioner's Office or other official document issued by the Tax Commissioner's Office indicating the taxes have been paid. Properties with delinquent taxes may be withdrawn by the staff or may be delayed or denied by the Board of Zoning Appeals. (Mark as Attachment G)

9. **Septic Tanks.** Documentation from the Cobb County Health Department if the property is or will be on a septic tank. (Attachment H)

Variance Process Requirements

1. **Signs.** Signs provided by the City must be posted on or near the right-of-way of the nearest public street thirty (30) days before the public hearing. Signs must be posted every 500 feet of public

and manager to post and maintain signs continuously may prompt consideration of the application at any scheduled public hearing. It is the responsibility of the applicant to ensure that signs remain posted throughout the advertising period, including the day of the public hearing and to remain posted until the final decision by the Board of Zoning Appeals.

2. **Public Hearing.** Applicant, or representative for applicant, must attend the Variance Hearing. Failure to attend may result in dismissal with prejudice, rejection of the application or continuance of the hearing at the Board's sole discretion.
3. **Application Fees.** Fees must be paid by credit card or Venmo. To qualify for the residential fee schedule, the applicant must be the present or future resident.
 - a. Residential - \$150.00
 - b. Churches - \$450.00
 - c. Livestock - \$25.00
 - d. Builders - \$450.00
 - e. Commercial - \$500.00
4. **Mailings.** Applicants are required to provide a Certificate of Mailing that demonstrates that all property owners adjacent to the subject property have been notified of the Variance application. Applicants are encouraged to provide the letter to city staff for a cursory review prior to completing the Certificate of Mailing. The notice must be postmarked 30 calendar days prior to the Planning Commission Hearing. The applicant/representative is required to file with the Zoning Division proof of the mailing no later than 21 days prior to the Planning Commission Zoning Hearing for which the application is scheduled to be considered. Staff is authorized to continue any pending case in which the above requirements are not met. The notification must include:
 - a. A legible copy of the application and site plan
 - b. Phone numbers and email addresses for the applicant and the City zoning office.
5. **Reduction in Lot Size or Public Road Frontage.** Variances for a reduction in lot size or a reduction in public road frontage cannot be heard by the Board of Zoning Appeals. These two types of variances can only be heard by the Mayor and Council via the "Other Business" process. Please see the "Other Business" application for the requirements, fees and hearing dates.
6. **Public Contact.** Variance applications are public information and will be visible on the City website, advertised in the newspaper and otherwise disseminated to the general public. Applicants and their representatives should expect communication (phone calls, emails) from members of the public and should respond to their questions and concerns with complete, factual information and courtesy.
7. **Reconsideration.** Any variance request may not be reconsidered for a period of twelve (12) months after it has been rejected by the Board of Zoning Appeals, unless by court order or pursuant to a settlement of litigation approved by the Board of Zoning Appeals.

List of Attachments

Attachment A – Variance Application
Attachment B – Warranty Deed
Attachments C1 & 2 – Disclosure Forms
Attachment D – Legal Description
Attachment E – Site Plan
Attachment F – Sign Variances Only
Attachment G – Tax Receipt
Attachment H – Septic Tank Documentation

Application for Variance Mableton, Georgia

(type or print clearly)

 Application No. _____
 Hearing Date: December 10, 2025

 Applicant: AJM MABLETON GA, LLC Phone #706-291-2002 E-mail chris.twyman@cibtjlaw.com

 Christopher P. Twyman Address 711 Broad Street, Rome, GA 30161
 (representative's name, printed) (street, city, state and zip code)

 Phone #706-291-2002 E-mail chris.twyman@cibtjlaw.com
 (representative's signature)

 My commission expires: _____
 Signed, sealed and delivered in presence of: _____
 Notary Public

 Titleholder: AJM MABLETON GA, LLC Phone #706-291-2002 E-mail chris.twyman@cibtjlaw.com

 Signature _____ Address: 711 Broad Street, Rome, GA 30161
 (attach additional signatures, if needed) (street, city, state and zip code)

 My commission expires: _____
 Signed, sealed and delivered in presence of: _____
 Notary Public

 Present Zoning of Property CRC Community Retail Commercial District

 Location 2480 East-West Connector, Austell, Ga
 (street address, if applicable; nearest intersection, etc.)

 Land Lot(s) 788 District 19 Size of Tract 13.862 Acre(s)

Please select the extraordinary and exceptional condition(s) to the piece of property in question. The condition(s) must be peculiar to the piece of property involved.

Size of Property _____ Shape of Property _____ Topography of Property _____ Other _____

 Does the property or this request need a second electrical meter? YES _____ NO X

 How many stories is the proposed building? 1 How many square feet? 91,327.00 sq ft

 The City of Mableton Zoning Ordinance Section (insert) states that the City of Mableton Board of Zoning Appeals must determine that applying the terms of the Zoning Ordinance without the variance would create an unnecessary hardship. Please state what hardship would be created by following the normal terms of the ordinance.

Applicant is a national farm, garden, and home retail store that traditionally maintains a certain portion of merchandise on the exterior of the building in form of an outdoor display area. The merchandise consists of seasonal products that are traditionally displayed outdoors. The merchandise also consists of products that, due to their size and make up, are better suited to be displayed on exterior of the building. At present, the condition of the property does not allow for sufficient square footage necessary to construct an attached display area where the merchandise could be placed.

Consequently, Applicant desires to construct the outdoor storage area in the location described on the attached plat.

which will be substantially screened from the view of neighboring parcels by the existing vegetative buffer, along with the end of the building located adjacent to Hurt Road. The additional square footage required would also be in harmony with the general purpose of the CRC District, "serve neighborhoods making up a [the surrounding] community". Specifically, a substantial amount of the merchandise and products displayed outside consist of home and garden products (mulch, fertilizer, nursesey and/or plants) that serve neighboring home and property owners. The remaining of the merchandise to be displayed consists of light to medium duty lawn and garden trailers, along with compact utility tractors and attachments. The Applicant is committed to conserving the public health, safety, convenience, and welfare of neighboring property owners in its construction and maintenance of this outdoor display area.

Further, the outdoor display area will not impede pedestrian traffic within the property, nor the points of access currently serving the property. To the extent this variance is approved, the property would still be in compliance with the minimum amount of necessary designated parking spaces required under §7.18, Mableton Code. Under Mableton Code, as a "Farm and Garden Supply Store" with a floor space (net) of 70,7466.00 sq ft, applicant would be required to have a minimum of 705 spaces. To the extent this variance is approved, the property would have a total number of 921, which is 236 designated parking spaces in excess of the minimum under code.

Lastly, the granting of the relief requested would be consistent with similarly zoned properties who are currently operating with an outdoor display area in excess of 1,000.00 sq ft. (See Tax Parcel 19092300010 & 1909300020).

List type of variance requested: Applicant is seeking a variance of Section 7.12, Code of Malbeton, GA, requesting the approval of an outdoor display area greater than 1,000.00 sq ft, approximately 12,025.00 sq ft in size, more particularly described in the site plan attached and incorporated herein.

PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²



(A separate form must be completed by each applicant* - please see definition below)

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property?

No

If so, describe the nature and extent of such interest:

Does any member of the Mayor and Council or Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? No

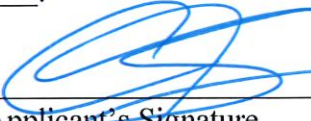
If so, describe the nature and extent of such interest:

Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above?

No

If so, describe the relationship and the nature and extent of such interest:

I certify that the foregoing information is true and correct, this 5th day of October, 2025


Applicant's Signature

¹If the answer to any question is "Yes," then the Mayor or the member of the Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney, or other person representing or acting on behalf of a person who applies for a rezoning action

ATTACHMENT C2



CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant - please see definition below)*

Has the applicant² made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?

No

If so, the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of Mableton within ten (10) days after this application is first filed.

Please apply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:

No

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:

No

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

No

I certify that the foregoing information is true and correct, this 5th day of October, 2025.



Applicant's Signature

¹If the answer to any question is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action

Attachment "B"

Special Warranty Deed



WHEN RECORDED MAIL TO:
First American Title Insurance Company
2555 E. Camelback Rd., Suite 350
Phoenix, AZ 85016

Tax Map Reference Number: 19078800140

SPECIAL WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, REALTY INCOME PROPERTIES 11, LLC, a Delaware limited liability company ("Grantor"), hereby grants and conveys to AJM MABLETON GA, LLC, an Illinois limited liability company ("Grantee"), the real property located in Cobb County, Georgia, legally described as:

See legal description set forth in Exhibit A attached and incorporated by this reference (the "Property").

Together with all right, title and interest of Grantor in and to all improvements located on the Property; all easements, if any, benefiting the Property; and all rights, benefits, privileges and appurtenances pertaining to the Property.

SUBJECT TO all unpaid, non-delinquent real property taxes, general and special taxes, bonds, and assessments; all liens, covenants, conditions, reservations, rights, easements, interests, rights of way, and restrictions of public record; all leases and other occupancy agreements in effect; all zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property; and all matters visible upon or about the Property or that would be disclosed by an accurate survey of the Property.

TO HAVE AND TO HOLD the Property unto said Grantee and its successors and assigns forever, and Grantor will warrant and defend the title to the Property conveyed hereby unto said Grantee against the lawful claims and demands of all claiming by, through or under Grantor, but no other.

Balance of page intentionally left blank – signatures on following page.

14206AD1
RI#2921
Special Warranty Deed

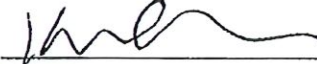


Dated this 27 day of March, 2025.

GRANTOR:

Signed, Sealed and Delivered
in the Presence of:

REALTY INCOME PROPERTIES 11, LLC,
a Delaware limited liability company

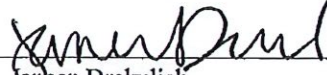


By: Realty Income Corporation,
a Maryland corporation,
its sole and managing member

Witness

Printed name: Kristina Gasperino

Approved As To Form
Legal Department
 CK
David Heng

By: 
Name: Jareen Drakulich
Title: SVP, Head of Asset Management

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On March 19, 2025, before me, Christine Kohn, Notary Public, personally appeared Jareen Drakulich who signed the above-referenced instrument in my presence and who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within the instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public

(Notary Seal)



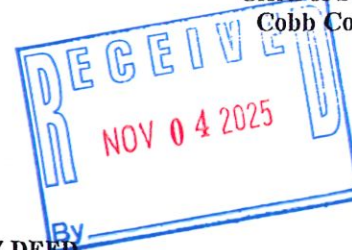


EXHIBIT A TO SPECIAL WARRANTY DEED

All that tract or parcel of land lying and being in Land Lot 788 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a ½" rebar found at the accepted Land Lot corner common to Land Lots 841, 842, 787 and 788, said district and section; thence running along the Land Lot line common to Land Lots 841 and 788 South 88°43'30" West 79.17 feet to a point located on the northeasterly right-of-way line of East-West Connector (a 120 foot right-of-way); thence running along said right-of-way line and along the arc of a curve to the left (said arc having a radius of 1,382.69 feet and being subtended by a 213.16 foot chord bearing North 62°39'58" West) an arc distance of 213.38 feet to a point; thence running along said right of way line and along the arc of a curve to the left (said arc having a radius of 1382.69 feet and being subtended by a 137.89 foot chord bearing North 69°56'42" West) an arc distance of 137.94 feet to a point; thence running along said right of way line North 72°48'11" West 483.70 feet to a point and the TRUE POINT OF BEGINNING; said TRUE POINT OF BEGINNING being located on the property line of property now or formerly owned by EPT DownREIT, Inc. from said TRUE POINT OF BEGINNING thus established leave said right-of-way line and run along the aforesaid EPT DownREIT property the following courses and distances: North 62°11'52" East 28.28 feet to a point; North 17°11'49" East 160.00 feet to a point; North 72°48'11" West 250.00 feet to a point; North 72°48'00" West 230.00 feet to a point; South 17°11'49" West 180.00 feet to a point on the northeasterly right-of-way line of East-West Connector; thence leaving the property line of property now or formerly owned by EPT DownREIT, Inc. and running along said right-of-way line North 72°48'11" West 52.41 feet to a point located on the west line of Land Lot 788 (being the east line of Land Lot 789); thence leaving said right-of-way line and running along the Land Lot line common to Land Lots 788 and 789 North 02°14'56" West 329.24 feet to a ½ inch rebar found; thence leaving said common Land Lot line and running North 58°05'47" East 370.35 feet to a ½ inch rebar found; thence running North 25°54'45" East 355.06 feet to a point located on the southerly right-of-way line of Hurt Road (right-of-way varies); thence running along said right-of-way line the following courses and distances: North 89°25'31" East 126.55 feet to a point; North 88°55'50" East 130.64 feet to a point; North 89°03'24" East 61.80 feet to a point; and North 89°18'45" East 57.24 feet to a point; thence leaving said right-of-way line and running South 24°49'01" East 96.31 feet to a point; thence running South 29°41'43" East 153.70 feet to a point; thence running South 35°22'51" East 307.04 feet to a point; thence running South 54°37'09" West 258.33 feet to a point; thence running South 35°22'51" East 12.41 feet to a point; thence running South 54°37'09" West 380.09 feet to a point located on the property line of property now or formerly owned by EPT DownREIT, Inc., thence running along said property the following courses and distances: South 72°48'11" East 3.57 feet to a point; South 17°11'49" West 160.00 feet to a point; South 27°48'11" East 28.27 feet to a point located on the northeasterly right-of-way line of East-West Connector; thence leaving said EPT DownREIT property and running along said right-of-way line North 72°48'11" West 98.00 feet to a point and the TRUE POINT OF BEGINNING; said property contains 13.860 acres of land, more or less, and is shown on that certain plat of survey entitled "ALTA-ACSM Land Title Survey for First American Title Insurance Company, ECM Austell, LLC, and Greenwich Capital Financial Products, Inc. prepared by W K Dickson Community Infrastructure Consultants, bearing the seal and certification of Frederick C. Youngman, Georgia Registered Land Surveyor Number 2160, dated July 10, 2006, last revised September 27, 2006.

less and except:

All that certain piece, parcel or lot of land lying and being in Land Lot 788 of the 19th District 2nd Section Cobb County, Georgia and having the following metes and bounds to wit:

Commencement the at the southeastern end of the metered right of way of the southern right of way of Powder Springs Road (R/W Varies) and the northern right of way of East West Connector (R/W Varies), thence along the northern right of way of East West Connector (R/W Varies) the following:

S 72°45'11" E a distance of 180.00' to a point; thence S 17°14'49" W a distance of 10.26' to a point; thence S 72°31'50" E a distance of 253.15' to a point; thence S 72°52'25" E a distance of 156.09' to a p.k. nail found and being the point of beginning.

Thence N 02°14'56" W a distance of 329.21' to a #4 rebar found; thence N 58°05'47" E a distance of 11.84' to a point; thence S 02°14'09" E a distance of 338.64' to a p.k. nail found to the northern right of way of East West Connector (R/W Varies); thence N 72°56'37" W a distance of 10.82' to the point of beginning and having an area of 0.079 acres (3,422 square feet).

Exhibit "B"

Action of the Members of AJM Mableton GA, LLC

RESOLUTION OF MANAGER OF AJM, MABLETON GA, LLC

THE UNDERSIGNED AJM Mableton GA, LLC (the "Company"), an Illinois limited liability company, by and through its Manager, Don Davis, pursuant to the Operating Agreement of AJM Mableton GA, LLC (hereinafter "Operating Agreement:"), entered into on February 21, 2025, has taken the following actions by unanimous written consent. By affixing their signature hereto, the undersigned Manager has signified their assent to the actions taken.

RESOLVED, this document is being provided in the course and pursuant to the City of Mableton, Georgia Planning and Zoning requirements for the Company submittance of any and all rezoning, variances, or special permits requested for the Company concerning that certain property commonly recognized as 2480 East-West Connector, Austell, Cobb County, Georgia 30106 (the "Property") and more particularly described in the legal description attached and incorporated herein as "Exhibit A".

RESOLVED, Christopher P. Twyman, Esq. and Steven RY Chumbler, Esq., with the law firm of Cos Byington Twyman LLP as Authorized Representative(s), are hereby authorized to submit any and all applications for rezoning, variances, or special permits requested by the Company concerning the Property.

RESOLVED, the undersigned Manager of the Company does hereby attest that said Manager does in fact occupy the official position indicated, that the Manager is duly authorized to execute such documents on behalf of the Company, and that the signature of such Manager subscribed thereto is genuine; and

RESOLVED, the execution of that certain Application for Variance dated May 23, 2025 was duly executed on behalf of the Company and has been duly authorized by the Company.

Entered into this 15th day of May 2025.

AJM, MABLETON GA, LLC

By: 

Printed Name: Don Davis

Title: Manager



Attachments C1 and C2

Disclosure Forms



PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant* - please see definition below)

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property?
NO

If so, describe the nature and extent of such interest:

Does any member of the Mayor and Council or Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? NO

If so, describe the nature and extent of such interest:

Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above?
NO

If so, describe the relationship and the nature and extent of such interest:

I certify that the foregoing information is true and correct, this 23rd day of MAY, 2025.


Applicant's Signature

¹If the answer to any question is "Yes," then the Mayor or the member of the Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney, or other person representing or acting on behalf of a person who applies for a rezoning action

ATTACHMENT C2

CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²



(A separate form must be completed by each applicant - please see definition below)*

Has the applicant² made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?

If so, the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of Mableton within ten (10) days after this application is first filed.

Please apply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:

NONE

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:

NONE

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

NONE

I certify that the foregoing information is true and correct, this 23rd day of MAY, 2025.




Applicant's Signature

¹If the answer to any question is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action

Attachments "D"

Legal Description

EXHIBIT A TO SPECIAL WARRANTY DEED

All that tract or parcel of land lying and being in Land Lot 788 of the 19th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:



To find the TRUE POINT OF BEGINNING, commence at a 1/2" rebar found at the accepted Land Lot corner common to Land Lots 841, 842, 787 and 788, said district and section; thence running along the Land Lot line common to Land Lots 841 and 788 South 88°43'30" West 79.17 feet to a point located on the northeasterly right-of-way line of East-West Connector (a 120 foot right-of-way); thence running along said right-of-way line and along the arc of a curve to the left (said arc having a radius of 1,382.69 feet and being subtended by a 213.16 foot chord bearing North 62°39'58" West) an arc distance of 213.38 feet to a point; thence running along said right of way line and along the arc of a curve to the left (said arc having a radius of 1382.69 feet and being subtended by a 137.89 foot chord bearing North 69°56'42" West) an arc distance of 137.94 feet to a point; thence running along said right of way line North 72°48'11" West 483.70 feet to a point and the TRUE POINT OF BEGINNING; said TRUE POINT OF BEGINNING being located on the property line of property now or formerly owned by EPT DownREIT, Inc. from said TRUE POINT OF BEGINNING thus established leave said right-of-way line and run along the aforesaid EPT DownREIT property the following courses and distances: North 62°11'52" East 28.28 feet to a point; North 17°11'49" East 160.00 feet to a point; North 72°48'11" West 250.00 feet to a point; North 72°48'00" West 230.00 feet to a point; South 17°11'49" West 180.00 feet to a point on the northeasterly right-of-way line of East-West Connector; thence leaving the property line of property now or formerly owned by EPT DownREIT, Inc. and running along said right-of-way line North 72°48'11" West 52.41 feet to a point located on the west line of Land Lot 788 (being the east line of Land Lot 789); thence leaving said right-of-way line and running along the Land Lot line common to Land Lots 788 and 789 North 02°14'56" West 329.24 feet to a 1/2 inch rebar found; thence leaving said common Land Lot line and running North 58°05'47" East 370.35 feet to a 1/2 inch rebar found; thence running North 25°54'45" East 355.06 feet to a point located on the southerly right-of-way line of Hurt Road (right-of-way varies); thence running along said right of way line the following courses and distances: North 89°25'31" East 126.55 feet to a point; North 88°55'50" East 130.64 feet to a point; North 89°03'24" East 61.80 feet to a point; and North 89°18'45" East 57.24 feet to a point; thence leaving said right-of-way line and running South 24°49'01" East 96.31 feet to a point; thence running South 29°41'43" East 153.70 feet to a point; thence running South 35°22'51" East 307.04 feet to a point; thence running South 54°37'09" West 258.33 feet to a point; thence running South 35°22'51" East 12.41 feet to a point; thence running South 54°37'09" West 380.09 feet to a point located on the property line of property now or formerly owned by EPT DownREIT, Inc.; thence running along said property the following courses and distances: South 72°48'11" East 3.57 feet to a point; South 17°11'49" West 160.00 feet to a point; South 27°48'11" East 28.27 feet to a point located on the northeasterly right-of-way line of East-West Connector; thence leaving said EPT DownREIT property and running along said right-of-way line North 72°48'11" West 98.00 feet to a point and the TRUE POINT OF BEGINNING; said property contains 13.860 acres of land, more or less, and (as shown on that certain plat of survey entitled "ALTA-ACSM Land Title Survey for First American Title Insurance Company, BCM Austell, LLC, and Greenwich Capital Financial Products, Inc. prepared by W K Dickson Community Infrastructure Consultants, bearing the seal and certification of Frederick C. Youngman, Georgia Registered Land Surveyor Number 2160, dated July 10, 2006, last revised September 27, 2006.

Less and except:

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S 72°48'11" E a distance of 180.00' to a point; thence S 17°14'49" W a distance of 10.26' to a point; thence S 72°31'50" E a distance of 253.15' to a point; thence S 72°52'25" E a distance of 136.09' to a p.k. nail found and being the point of beginning.

Thence N 02°14'56" W a distance of 329.21' to a #4 rebar found; thence N 58°05'47" E a distance of 11.84' to a point; thence S 02°14'09" E a distance of 338.64' to a p.k. nail found to the northern right of way of East West Connector (R/W Varies); thence N 72°56'37" W a distance of 10.82' to the point of beginning and having an area of 0.079 acres (3,422 square feet).

Attachment "D-1"

Survey

Commercial Real Estate
Due Diligence Management
3405 South Arlington Rd Suite E113
Arling, OH 44015
www.earthpro.com



RECEIVED
NOV 04 2025
By [Signature]

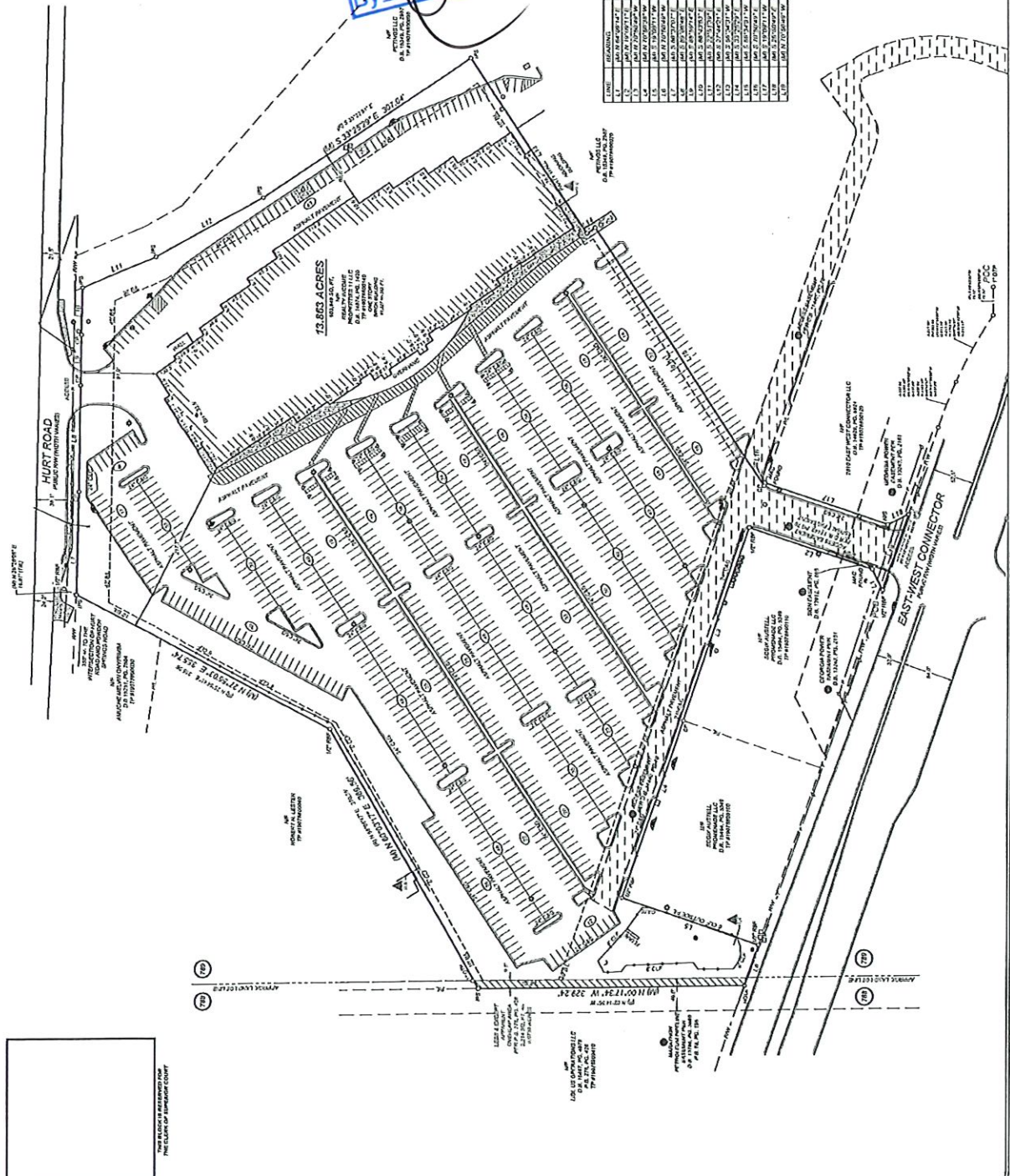
NO.	DESCRIPTION	DATE	TIME	BY	STATUS
1.1	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.2	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.3	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.4	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.5	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.6	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.7	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.8	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.9	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.10	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.11	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.12	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.13	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.14	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.15	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.16	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.17	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.18	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.19	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK
1.20	100' x 100' x 100' x 100'	10/10/2025	10:00	JD	OK



EarthPro
LAND SURVEYING
3405 South Arlington Rd Suite E113
Arling, OH 44015
www.earthpro.com
800.444.4444
614.444.4444



SHEET 2 OF 2



Attachments "E"

Site Plan

HURT ROAD (R/W VARIES)

SITE PLAN EXHIBIT
MABLETON, GA

PARCEL ADDRESS:
2480 EAST-WEST CONNECTOR
AUSTELL, GA 30106

EXISTING ON-SITE PARKING COUNT:

REGULAR SPACES	1,050
ADA SPACES	20
TOTAL	1,070

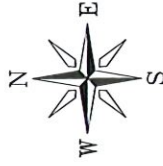
PROPOSED ON-SITE PARKING COUNT:

REGULAR SPACES	921
ADA SPACES	20
TOTAL	941

REQUIRED ON-SITE PARKING COUNT:

1 SPACE PER 100 SQ. FT. NET (70,466 SQ. FT.)	705
SALES AREAS (NET) X 1 PER 100 SQ. FT.	236
TOTAL OVERALL EXCESS PARKING SPACES	

13.863 ACRES
70,466 SQ. FT. NET
1 STORY BUILDING



PLAN VIEW



DETENTION POND 1



SUBJECT PARCEL OUT-BOUNDARY (13.863 ACRES)

OUTDOOR SALES AND DISPLAY AREA (12,025 SQ. FT.)

FENCED PULLPEN AREA (10,750 SQ. FT.)

SIDEWALK SALES AND DISPLAY AREA (9,150 SQ. FT.)

NOTE: MAINTAIN CLEAR AND ORGANIZED PATHWAYS ALONG AND WITHIN THE FRONT SIDEWALK-SCAPE AREAS. CLEARANCES TO COMPLY WITH ALL ADOPTED BUILDING, ACCESSIBLE, FIRE CODE, AND ACCESS STANDARDS.

OUTLOT 1
N/F

OUTLOT 2
N/F

OUTLOT 3
N/F

EAST - WEST CONNECTOR
(120' R/W)

DATE: 11.03.2025

Attachments "G"

Tax Receipt



Printed: 5/2/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
CORE LOGIC COMMERCIAL TAX SERVICE

REALTY INCOME PROPERTIES 11 LLC
ATTN PM DEPT 2921

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date	Appeal Amount	Taxes Due
2024	19078800140	1/15/2025	Pay: N/A or	\$0.00

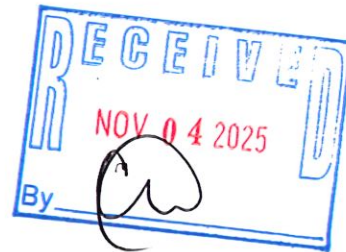
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$60,300.00	\$0.00



Scan this code with your
mobile phone to view this
bill



Exhibit "C"



Farm Equipment List

- Compact Utility Tractors ranging from 21HP to 55HP;
- Attachments for Compact Utility Tractors, including, without limitation, the following:
 - o Box Blades, Disc Harrows, Finish Mowers, Landscape Rakes, Land Graders, Post Hole Digger, Rear Blade, Rotary Cutters, Rotary Tillers, Fertilizer Spreader, Middle Buster/Sub-Soiler, Spear Penetrator, Bale Mover, Carry All, Boom Poles, Quick Hitch, Trailer Mover, Tine Cultivators, Pallet Fork, Grapplers
- Assortments of livestock fencing panels, posts and gates and gates.



**RK REAL ESTATE &
DEVELOPMENT**



To whom it may concern,

This memo is meant to serve as an overview of how Rural King intends to use its outdoor display areas. As one of America's leading farm and home stores that serves many different types of customers, we have a broad array of merchandise some of which is best suited to be displayed outdoors due to their size, function, or seasonal nature. Each site will be treated individually as the size and shape of the site determines how we will use it. In addition, each market's sales volume and product mix will also directly affect how we use each particular site. The below is meant to serve as a general guide on how we typically utilize outdoor space across our store locations. All of the items below are consistent with other farm and home stores we compete with in our markets.

1. **Sidewalk display:** We plan to display lawn and garden items such as wheelbarrows garden tillers, lawn carts and push and riding lawn mowers. We also will display items such as dog kennels, dog houses etc...
2. **Trailer display:** We generally like to display these in a linear fashion in a single row of parking spaces. They look very attractive and easy to display and shop in this manner. They are light to medium duty lawn and garden equipment trailers for the most part.
3. **Seasonal Display area:** We have a very good plant and nursery business. We usually display these areas in a rectangular fashion while using approximately 25,000 square feet depending on the sales volume of the store. We will line pallets of mulch and other lawn and garden bagged goods along the border of this area while featuring the flowers and green foliage items. Since the plants are watered daily, we need to keep them close to the front of the store where our water source is.
4. **Compact Utility Tractors and Equipment:** We offer light-duty equipment, the bulk of which sell to "hobby farmers" and/or gardeners who use these with small tractors. We do not sell large farm implements as may be interpreted in the label of "farm equipment".

Rural King Standards: We maintain high standards for housekeeping and visual presentation throughout our stores, including all outdoor display areas. Organized, clean, and safe displays are integral to our customer experience and brand reputation. These standards are enforced through daily operational checklists and routine inspections to ensure displays remain orderly, attractive, and well-maintained at all times.

In summary, I hope this explanation of how Rural King operates in connection with its outdoor display answers many of your questions. We appreciate the opportunity to provide this information and are committed to working cooperatively with the municipality to ensure that our outdoor display areas align with community standards and expectations. Please feel free to call me with any questions and concerns and we will do our best to address them.

Sincerely,

Blake Pierce, President

4216 Dewitt Ave
PO Box 1066
Mattoon, IL 61938

Blake Pierce
President

217.235.7102 ext. 2354
217.246.4205
bpierce@ruralking.com

of Brokerage. Buyer and Seller have not relied upon any advice or representations of Broker other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

13. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to the date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

NOV 11 2013
By _____

C. OTHER TERMS AND CONDITIONS

1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein provided that a record of the delivery is created); (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

- a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
- b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
- c. **Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this Agreement the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- d. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as of the Offer Date except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.

4. **Other Provisions.**

- a. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- b. **Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the closing attorney preparing and distributing a American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- c. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- d. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- e. **Entire Agreement and Modification:** This Agreement constitutes the sole and entire agreement between all of the parties, superseding all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties.
- f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- g. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are general and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- h. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- i. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party. Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it may only be resolved by the written agreement of the Buyer and Seller.
- j. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered to either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
- k. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- l. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- m. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) the pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
- n. **Time of Essence:** Time is of the essence of this Agreement.

5. **Definitions.**

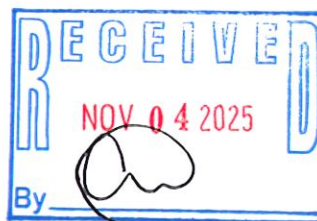
- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. **Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
- d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.

6. **Property Not Being Sold for Value of Any Improvements on Land.** Buyer acknowledges that the Property may contain certain incidental improvements such as existing homes, barns, fences, outbuildings and wells. Buyer acknowledges that the Property is being purchased for the value of the land rather than the value of any improvements presently located thereon. All improvements are being sold in "as-is" condition. Buyer acknowledges that the improvements on the Property, if any, may be in need of significant repair, may contain defective conditions and may not have been constructed or used in accordance with all applicable laws. Since the condition of any existing improvements is immaterial to Buyer's decision to purchase the Property, Seller shall have no responsibility to make any disclosures or repairs relative to the same. Buyer covenants not to sue Seller with respect to any matter relating to the condition of said improvements and agrees to indemnify and hold Seller harmless with respect to the same. Buyer expressly waives: (1) any and all right to inspect and test for lead-based paint and/or lead-based paint hazards for not less than ten (10) days from the Binding Agreement Date and (2) the right not to be contractually obligated under this Agreement until the above time period has lapsed.

7. **WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent to them by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

8. **LIMITATION OF LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):**

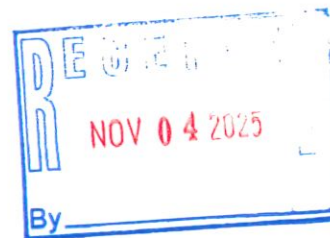
- a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED \$100; AND**
- b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**



9. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of the Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties said exhibit or addendum shall control:

- ☐ Back-up Agreement Contingency Exhibit (F604) " _____ "
- ☐ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) " _____ "
- ☐ Community Association Disclosure Exhibit (F322) " _____ "
- ☐ Legal Description Exhibit (F807 or other) " _____ "
- ☐ Seller's Property Disclosure Statement Exhibit (F307) " _____ "
- ☐ Special Title Exceptions Pertaining to Property as Exhibit " _____ "
- ☐ Special Warranties and Representations of Seller as Exhibit " _____ "
- ☒ Survey of Property as Exhibit " A "
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " _____ "
- ☒ Other Anti Fraud Disclosure as Exhibit "B"
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:
Purchaser and Seller agree that the purchase contract is contingent upon obtaining an RA5 zoning designation from Cobb County. Furthermore, purchaser and seller acknowledge and agree that this contract is contingent upon obtaining the same zoning and closing on 309 Hunnicutt Rd SE Mableton GA 30126 and 335 Hunnicutt Rd SE Mableton GA 30126.
Purchase contract is contingent upon sewer availability to the site.
Purchaser will apply for rezoning within 60 days of Binding Agreement Date.
Purchaser will close the contract within 75 days of final rezoning.
An additional non refundable \$5000 Earnest Money shall be deposited within 5 days of final rezoning.
Seller agrees to pay selling broker a three percent (3%) commission on the contract price at closing.
If purchaser does not close on property, purchaser will share any and all due diligence performed by purchaser and any affiliates with seller at no cost to seller.



5. **Survey Map.** A copy of the survey map that reflects the current owner(s) of the property. (Mark as Attachment D)
6. **Legal Description.** A current legal description of the subject property. If the application consists of several tracts, a legal description of each tract is required. A separate legal description of each zoning classification is also required, as well as an overall description of all tracts and/or classifications combined. No legal description should include more property than is included in the application for the Temporary Land Use Permit. (Mark as Attachment E)
7. **Tax Receipt.** A copy of the paid tax receipt for the subject property or a statement signed by an official in the Tax Commissioner's Office or other official document issued by the Tax Commissioner's Office indicating the taxes have been paid. Properties with delinquent taxes may be withdrawn by staff or may be delayed or denied by the Mayor and Council. (Mark as Attachment F)
8. **Site Plan.** A copy of current plot plan and current boundary survey drawn to scale and stamped by a registered engineer, architect, land planner, or land surveyor currently registered in accordance with applicable state laws. The plan must include the information listed below. If any item is inapplicable, please explain why. (Mark as Attachment G)
 - a) north arrow
 - b) land lot lines
 - c) district lines
 - d) lot lines
 - e) angles
 - f) total acreage
 - g) bearing and distances
 - h) adjoining street with right-of-way (present and proposed)
 - i) paving widths
 - j) the exact size (dimensions and square footage) and location of all buildings along with intended use
 - k) building setback
 - l) buffer areas
 - m) parking spaces
 - n) lakes and streams
 - o) utility easements
 - p) limits of the 100-year floodplain and acreage of floodplain
 - q) cemeteries
 - r) wetlands
 - s) access points
 - t) architectural or archeological landmarks
 - u) stormwater detention/retention areas
 - v) calculation of impervious surface before and after any proposed changes to the property
 - w) lot sizes (if the property will be subdivided)
 - x) stream buffers (minimum 50' buffer)
9. Documentation from the Cobb County Health Department if the property is or will be on a septic tank. (Attachment H)

Temporary Land Use Permit Process Requirements

1. **Signs.** Signs provided by the city must be posted on or near the right-of-way of the nearest public

application at any scheduled public hearing. It is the responsibility of the applicant to ensure that signs remain posted throughout the advertising period, including the day of the public hearings and to remain posted until the final decision by the Mayor and Council.

2. **Public Hearings.** Applicant, or representative for applicant, **must** attend the Zoning Hearings. Failure to attend may result in dismissal with prejudice, rejection of the application or continuance of the hearing at the Council's sole discretion.
3. **Application Fee.** The Application Fee is \$150.00 and must be paid by credit card or Venmo.
4. **Mailings.** Applicants are required to provide a Certificate of Mailing that demonstrates that all property owners adjacent to the subject property have been notified of the Temporary Land Use application. Applicants are encouraged to provide the letter to city staff for a cursory review prior to completing the Certificate of Mailing. The notice must be postmarked 30 calendar days prior to the Planning Commission Hearing. The applicant/representative is required to file with the Zoning Division proof of the mailing no later than 21 days prior to the Planning Commission Zoning Hearing for which the application is scheduled to be considered. Staff is authorized to continue any pending case in which the above requirements are not met. The notification must include:
 - a. A legible copy of the application and site plan
 - b. Phone numbers and email addresses for the applicant and the City zoning office.
5. **Public Contact.** Temporary Land Use Permit applications are public information and will be visible on the City website, advertised in the newspaper and otherwise disseminated to the general public. Applicants and their representatives should expect communication (phone calls, emails) from members of the public and should respond to their questions and concerns with complete, factual information and courtesy.

ist of Attachments

- Attachment A – Temporary Land Use Application
 - Attachment B1 or B2 – Temporary Land Use Application Worksheet
 - Attachment C – Disclosure Statements (2)
 - Attachment D – Warranty Deed
 - Attachment E – Legal Description
 - Attachment F – Tax Receipt
 - Attachment G – Site Plan
 - Attachment H – Septic Tank Documentation (if applicable)
-

Transaction ID: [81318257629](#)

11/18/2025 11:58:48 EST

Amount: \$150.00 USD

Transaction Status: Success

Authorized Amount: \$150.00 USD

Transaction Type: Authorize & Capture

AVS Response: AVS Not Applicable (P)

Market Type: eCommerce

CAVV Result Status: Not Applicable

Recurring Billing Status: N

Partial Capture Status: Not Applicable

Name: Kevin Ortega Negrón

Address: US

Invoice Number: TLUP-2025-04

Description: 245 Hunnicutt Road Southeast



City of Mableton
Community Development | Planning and Zoning Division
6116 Mableton Parkway, Suite 144
Mableton, GA 30126
(470) 417-4220
www.mableton.gov

OTHER ZONING AGENDA STAFF REPORT

GENERAL INFORMATION

CASE NUMBER: OZI-2025-004

APPLICANT: AJM Mableton GA, LLC

REQUEST: To amend stipulations of rezoning case Z-104 of 1997 for outdoor display/sales area.

PROPERTY LOCATION: 2480 East-West Connector, Mableton, Georgia

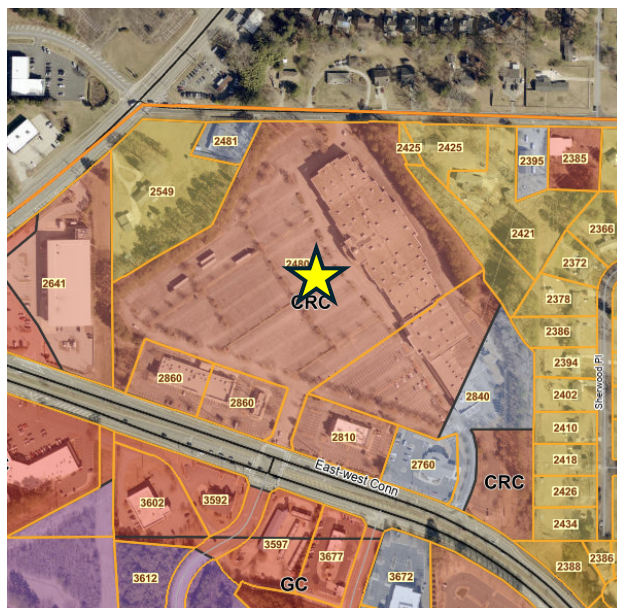
PARCEL ID: 19078800140

ACREAGE: 13.862

HEARING DATE: (M&CC): December 10, 2025

DISTRICT: 6

AERIAL MAP



*Yellow Star = Subject Property

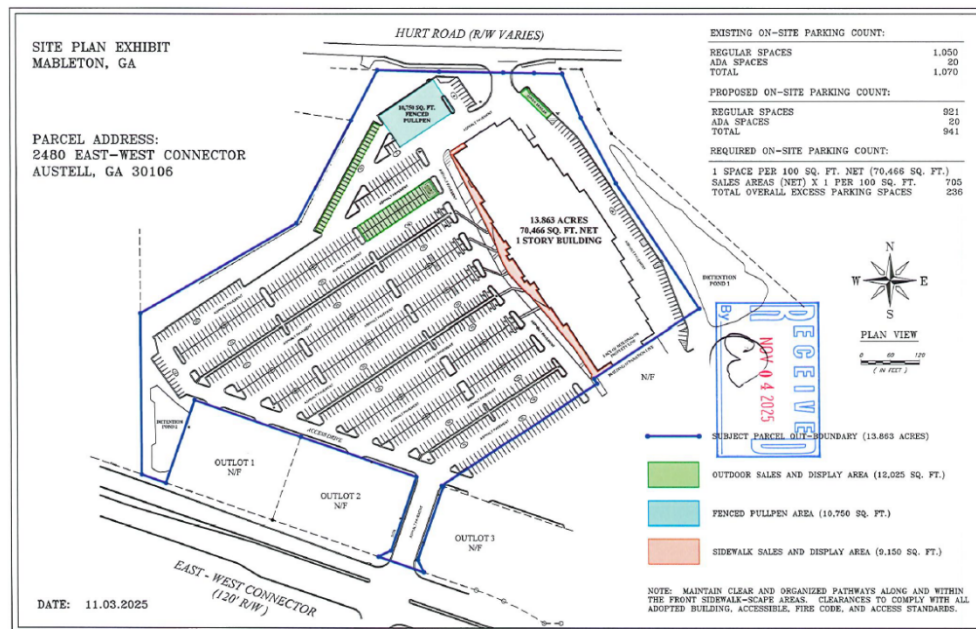
I. Purpose of Request

The applicant is requesting a formal amendment to the zoning stipulations established under Cobb County Zoning Case Z-104 of 1997 regarding the approved site plan and variance regarding outdoor display. The property was rezoned on September 16, 1997, from R-20 to LRO and CRC with the following conditions.

1. LRO zoned property is located per rendering attached and made a part hereof;
2. Letter of agreeable conditions dated September 12, 1997 attached and made a part hereof;
3. Internal access to outparcels is required, per rendering attached and made a part hereof;
4. Water and Sewer comments and recommendations;
5. Project subject to Stormwater Management Division comments and recommendations;
6. 40 foot undisturbed buffer with supplemental planting material where needed to provide screening;
7. Project subject to Cobb DOT comments and recommendations;
8. Owner/developer to enter into a Development Agreement pursuant to O.C.G.A. §36-71-13 for dedication of system improvements to mitigate traffic concerns;
9. Owner/developer required to meet all Cobb County development requirements and ordinances related to project improvements.

The application is requesting a modification to stipulation number (1) two out of the nine (9) stipulations to allow for outdoor display area of 12,025 sqft feet and a variance request to allow display area to be larger than 1,000 square feet. The previously approved stipulations required consistency with the approved BOC Stipulations.

Proposed Site Plan





II. Background

The 13.8 acre property is currently developed parcel and is zoned Community Retail Commercial and is located at Land Lt 788 of the 19th District, (2480 East and West Connector) Mableton, Georgia and under the Cobb County's Future Land Map which is define as Community Activity Center. The property was rezoned from R-20 (Residential Single Family District) to Community Retail Commercial with nine (9) stipulations. The subject property is a vacant building (Regal Movie Cinema) the applicant intends to redevelop into an Home and Garden Store, similar to Home Depot and Lowes or Tractor Supply.

The property was part of larger rezoning project of 24.67 acres for a retail development that include Regal Cinema where the movie studio would be located on the subject property of thirteen (13.863) acres and other remaining eleven (11) acres would developed into outparcels for smaller retail buildings.

III. Staff Comments

Staff has reviewed the request and determined that the request is reasonable and consistent with the approved site plan from the September 1997 BOC Zoning Hearing. The staff believe the use is consistent with the surrounding uses and would not be a determinant to the adjacent parcels or the community at large. Additionally, the use is a permitted use in the current zoning classification. Staff recommends the city council should approve the request per the stipulations number two (2).

ATTACHMENTS

Other Zoning Agenda Item Application and supporting documents. –

RECOMMEND CONDITIONS:

1. **Revised Site Plan (November 4, 2025 Submission)**

The property shall be developed substantially in accordance with the revised site plan dated **November 4, 2025**.

- Minor modifications necessary for permitting, utility placement, life-safety, or engineering requirements may be approved administratively by staff.
- Prior to the issuance of the certificate of occupancy additional landscaping may be required to screen display areas that are visible from Hurt Rd.

2. **Outdoor Display Area (12,025 Square Feet Maximum)**

The outdoor display area shall be limited to **12,025 square feet**, as shown on the revised site plan.

- No expansion of the display area shall be permitted without additional review and approval.
- Display items shall be maintained in an orderly manner and shall not obstruct required landscaping, access aisles, or fire lanes.
- Sidewalk Display must maintain 4-5 feet for clear pedestrian access.

3. **Permitting Requirements**

The applicant shall obtain all necessary permits for the outdoor display area and any associated structures, including but not limited to:

- Building permits
- Land disturbance permits (if applicable)
- Fire marshal approvals
- Sign or canopy permits (if applicable)
- All improvements must comply with the City of Mableton zoning ordinance, development regulations, and building codes.

4. **All Other Conditions Remain in Effect**

Except as specifically modified herein, **all prior zoning conditions and stipulations shall remain in full force and effect.**



AGENDA ITEM MEMORANDUM

MEETING OF: December 8, 2025

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: License Review Board Appointment Process - Community Development Director Michael Hughes

BACKGROUND/SUMMARY: Ordinance 2025-08-01 Chapter 5 - Alcohol Ordinance, adopted earlier this year by the Mableton Mayor & City Council, provides reasonable code provisions relating to alcoholic beverages to include, among other things, the establishment of a License Review Board (LRB). The members of the LRB are appointed by the Mayor and each member of the City Council and expected to have practical and relevant knowledge of business or responsible alcohol consumption. The LRB's duties include the following:

- To hear deferred applications or appeals from administrative decisions by business license office
- To hear appeals with regard to the issuance or renewal of work permits
- To hear matters involving any revocation, suspension or disciplinary action against the holder of any work permit or alcoholic beverage license
- To consider and act upon any other matters specifically delegated to the LRB by City ordinance or resolution or action of Mayor and City Council

During the time since the Alcohol Ordinance was approved and the LRB established, there have been some challenges with identifying a sufficient number of individuals with the requisite background and experience to serve in this capacity. In some instances, this has impacted the LRB's ability to meet on a regular basis with quorum to conduct business. Staff therefore would like to present for discussion and further direction a modified appointment process that would better position the LRB fulfill its responsibilities as provided in the ordinance.

BUDGETED/FINANCIAL IMPACT – FUND: NA

RECOMMENDATION: Receive a presentation from staff related to the LRB appointment process and provide direction as needed.

ATTACHMENTS: None