



CITY OF MABLETON, GEORGIA
Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
January 6, 2026 at 6:00 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 FIRST TUESDAY PER CHARTER ORGANIZATIONAL
MEETING AGENDA**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF AGENDA**
- 6. EXECUTIVE SESSION 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))**
- 7. SWEARING IN CEREMONY - OATHS OF OFFICE ADMINISTERED**
 - a. Councilmember Michael McNeely - District 2 - Oath Administered by Cobb Superior Court Judge Sonja Brown**
 - b. Councilmember Cassandra Brown - District 4 - Oath to be Administered by Cobb Superior Court Judge Kellie S. Hill**
 - c. Councilmember Debora Herndon - District 6 - To be recognized - Oath to be Administered on January 28, 2026**
- 8. APPOINTMENTS**
 - a. Appointment of Mayor Pro Tem**
 - b. Boards and Commissions Appointments**
- 9. PUBLIC COMMENTS - 2 minutes per speaker - no more than 30 minutes for all speakers. Anyone wishing to make a public comment should complete and submit the public comment card to the City Clerk prior to the start of the meeting.**
- 10. CONSENT AGENDA**
 - a. A Resolution Approving The Municipal Court of Mableton Fee Schedule**

- b. A Resolution to Adopt a Records Retention Schedule for the Municipal Court of Mableton**
- c. Municipal Court Smart Safe LOOMIS Safepoint Agreement**
- d. Agreement for the Rendition of Services of Solicitor for the Municipal Court of Mableton, Georgia**
- e. Approval of December 8, 2025 Work Session Minutes**
- f. Approval of December 10, 2025 Regular Meeting Minutes**
- g. Approval to negotiate, execute in substantial format a stormwater maintenance agreement relating to Riverside Logistics located in Land Lot 872, 18th District, 18087200010**

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- a. City of Mableton Community Development Block Grant (CDBG) entitlement status**

13. OTHER BUSINESS/DISCUSSION

14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

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

16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

17. ADJOURNMENT - FOLLOWING THE MEETING, PLEASE JOIN US FOR CAKE AND REFRESHMENTS IN CELEBRATION OF THE APPOINTMENTS OF COUNCILMEMBERS MCNEELY (DISTRICT 2) AND BROWN (DISTRICT 4).

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: January 6, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Councilmember Michael McNeely - District 2 - Oath
Administered by Cobb Superior Court Judge Sonja Brown

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS: None



AGENDA ITEM MEMORANDUM

MEETING OF: January 6, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Councilmember Cassandra Brown - District 4 - Oath to be Administered by Cobb Superior Court Judge Kellie S. Hill

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS: None



AGENDA ITEM MEMORANDUM

MEETING OF: January 6, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Councilmember Debora Herndon - District 6 - To be recognized - Oath to be Administered on January 28, 2026

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS: None



AGENDA ITEM MEMORANDUM

MEETING OF: January 6, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Appointment of Mayor Pro Tem

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS: None



AGENDA ITEM MEMORANDUM

MEETING OF: January 6, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Boards and Commissions Appointments

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS: None



AGENDA ITEM MEMORANDUM

MEETING OF: January 6, 2026

DEPARTMENT: [DEPARTMENT]

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

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. City of Mableton_A Resolution Approving The Municipal Court of Mableton Fee Schedule_Municipal Court_Memo_01.06.26
2. Municipal Court Fee Schedule
3. RES 2026-01-01 Resolution_Mableton_Municipal_Court_Fee_Schedule Rev. 12.3.25 (1)



The City of Mableton Memorandum

To: Honorable Mayor & City Council

Cc: City Manager William Tanks

From: Court Administrator Mallory Minor

Date: January 6, 2026

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



Mableton Municipal Court Fee Schedule



Fee Category	Fee Amount	Fee Description, Reference, Purpose or Background
Citation Copy Fee	\$1.00	Copy of Citation; Fee assessed for providing a copy of a citation on file with the Municipal Court.
Citation Copy Fee (Certified)	\$5.00	Certified Copy of Citation; Fee assessed for providing a certified copy of a citation on file with the Municipal Court.
Copy Fee	\$1.00	General Copy Fee; Fee assessed for providing a copy of documents on file with the Municipal Court.
Court Citation Fee	\$45.00	Municipal Court Citation Fee; Fee assessed to cover Court administrative costs associated with processing and handling a case.
Court Contempt Fee	\$200.00	Municipal Contempt of Court Fee; Fee assessed when a defendant is found in contempt of court for willful failure to comply with a judge's order.
Court FTA Fee	\$125.00	Municipal Court Failure to Appear Fee; Fee assessed by the Court when a defendant fails to appear for a scheduled court date.
Court Warrant Fee	\$25.00	Municipal Court Warrant Fee; Fee assessed for the administrative processing required to issue an arrest warrant.
Court Warrant Withdrawal Fee	\$25.00	Municipal Court Warrant Withdrawal Fee; Fee assessed for the administrative processing required to withdraw an arrest warrant.
Criminal History Background Check	\$25.00	The administrative fee for obtaining an official report of your criminal record
Disposition Copy Fee	\$1.00	Copy of Disposition. Fee assessed for providing a copy of a disposition on file with the Municipal Court.
Disposition Copy Fee (Certified)	\$5.00	Certified Copy of Disposition; Fee assessed for providing a certified copy of a disposition on file with the Municipal Court.
Electronic Copy Fee	\$0.00	No Fee for Electronic Citation/Disposition Copy; No fee is charged for processing payments or services digitally, for handling digital documents, or for providing an electronic copy of a citation or disposition.
Open Records	\$0.10	Photocopies (letter or legal size); Fee assessed to cover the cost of copying public records.
Open Records (Administrative Cost)	Hourly salary of lowest paid fulltime employee (No cost for first 15 minutes)	Administrative Cost (retrieval, redaction, etc.); A fee to cover costs for searching, redacting, and copying public records.
ProCivica® Admin Fee	\$25.00	ProCivica® Administrative Cost; Administrative fee assessed for case management services.
Public Defender Application Fee	\$50.00	Fee assessed for processing an application for public defender services; Application approval is not guaranteed.
Shipping Fee	The fee is calculated based on the Court's actual costs.	Standard Shipping Fee; Fee assessed to cover the costs of packaging, transporting, and delivering documents.

**STATE OF GEORGIA
COBB COUNTY
CITY OF MABLETON**

RES 2026-01-01

**A RESOLUTION APPROVING THE MUNICIPAL COURT FEE SCHEDULE
FOR THE MUNICIPAL COURT OF MABLETON, CITY OF MABLETON**

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

WHEREAS, Section 6.1.5 Court fees states that the Municipal Court shall have authority to establish a schedule of fees to defray the cost of operation; and

WHEREAS, the Municipal Court of the City of Mableton intends to establish Municipal Court Fee Schedule for the purpose of providing for reasonable fees and charges for services provided by the Municipal Court, use of City property, and purchase of certain goods provided by the City in order to recoup the cost of conducting municipal court business on the public's behalf without unduly relying on taxes; and

WHEREAS, Municipal Court Fee Schedule must be approved by the City Council; and

NOW, THEREFORE BE IT RESOLVED that the Municipal Court Fee Schedule is hereby adopted and attached hereto as Exhibit "A".

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



AGENDA ITEM MEMORANDUM

MEETING OF: January 6, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: A Resolution to Adopt a Records Retention Schedule for the Municipal Court of Mableton

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. City of Mableton_A Resolution to Adopt a Records Retention Policy for the Municipal Court of the City of Mableton _Municipal Court_Memo
2. RES 2026-01-02 A RESOLUTION TO ADOPT THE RECORDS RETENTION POLICY FOR THE MUNICIPAL COURT OF THE CITY OF MABLETON.
3. Official-Judicial-Branch-Records-Retention-Schedule-2010



The City of Mableton Memorandum

To: Honorable Mayor & City Council

Cc: City Manager William Tanks

From: Court Administrator Mallory Minor

Date: January 6, 2026

Subject: A Resolution to Adopt a Records Retention Policy for the Municipal Court of the City of Mableton

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
COUNTY OF COBB
CITY OF MABLETON

RES 2026-01-02

**A RESOLUTION TO ADOPT THE RECORDS RETENTION POLICY FOR THE
MUNICIPAL COURT OF THE CITY OF MABLETON**

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 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 Municipal Court of Mableton utilize the Official Judicial Branch Record Retention Schedules that is Published by the Judicial Council of Georgia and the Administrative Office of the Courts in compliance with OCGA § 15-5-24 and by Order of the Supreme Court of Georgia dated June 12, 1978; and

WHEREAS, the Municipal Court utilizes the retention schedule and follows the destruction process to organize digital and physical documents.; and

WHEREAS, it is recommended that the City of Mableton, adopt the Official Judicial Branch Record Retention Schedules, Exhibit A, to proactively manage the Municipal Court records; and

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".

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

Section 1. Adoption: that the Record Retention Policy attached hereto is hereby adopted and attached.

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.

SO RESOLVED AND EFFECTIVE this _____ day of January 2026.

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney

CITY OF MABLETON, GEORGIA

Michael Owens, Mayor

Attest:

Susan D. Hiott, City Clerk

Official Judicial Branch Record Retention Schedules

Submitted to the Judicial
Council of Georgia
September 17, 2010



Published by the Judicial Council of Georgia and the Administrative Office of the Courts in compliance with OCGA § 15-5-24 and by Order of the Supreme Court of Georgia dated June 12, 1978. All rights reserved.

Director, Marla S. Moore
Assistant Director for Communications, Billie Bolton
Graphic Design, Ashley G. Stollar
Applied Research, Gregory W. Arnold, Ph.D.

Judicial Council of Georgia
Administrative Office of the Courts
244 Washington Street, SW • Suite 300
Atlanta, GA 30334
404-656-5171 • www.georgiacourts.gov

**RESOLUTION OF THE STATE RECORDS COMMITTEE APPROVED
JANUARY 18, 1996**

BE IT RESOLVED THAT:

"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."

The record retention schedules used in the courts of Georgia have been reviewed, edited, and amended. The Judicial Council Committee on Record Retention is to be commended for its tireless dedication and commitment to this difficult undertaking over the past two years. The culmination of this undertaking will standardize the current schedules and present them in a uniform format. The work conducted in this project will add to the efficiency and effectiveness of the courts throughout the Judicial Branch.

Please Note:

Throughout these schedules the word "document" is used frequently. The Georgia Records Act at OCGA §50-18-91 et. seq. presents a number of formal definitions used broadly in the judiciary record retention schedules.

§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."

§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 Office of the Secretary of State of Georgia.

CHANGE LOG: THIS LOG CONTAINS ONLY THOSE SCHEDULES THAT WERE CHANGED.

SUPERIOR AND STATE COURTS COMMON RECORDS RETENTION SCHEDULES

Schedules Relating to Criminal Case Records

Felony Record Retention Schedules

- 2010.0104 Certified Felony Transcripts Filed in Case Files
Deleted "Capital" from title.

Misdemeanor Court Records

- 2010.020 Case Files
Added "transcript" at the end of the first sentence.
- 2010.0202 Docket Books
Added "If created" to first sentence.
- 2010.0204 Books of Fines and Forfeitures
Added "Cut off file at end of each fiscal year, hold in current files area for five (5) years, or until completion of state or independent audit or at the audit of the clerk's last term, whichever is later, then destroy."
Retention changed to five (5) years from twenty (20) years.
- 2010.0205 [Added to title] Certified Misdemeanor Transcripts [Added to title] and Traffic Files and Transcripts in Case Files

Traffic Court Records, Transcripts, and Docket Books

- 2010.0301 Case Files
Added to Retention "twenty (20) years if serious traffic" and added "DUIs" to description.
- 2010.0302 Docket Books
Added "if created" to first sentence."
Added to Retention "...unless serious traffic offenses as defined at 2010.0301 or not otherwise indexed retain for twenty (20) years."
- 2010.0303 Minute Books
Added to Retention "...twenty (20) years if serious traffic" and added "DUIs" to description.
- 2010.0304 Books of Fines and Forfeitures
Added "Cut off file at end of each fiscal year, hold in current files area for five (5) years, or until completion of state or independent audit or at the audit of the clerk's last term, whichever is later, then destroy."
Changed retention to five (5) years from twenty (20) years
- 2010.0306 Criminal Calendars
New schedule distinguishes criminal calendars from civil calendars.

Superior and State Court Civil Record Retention Schedules

- 2010.0401 Civil Cases Not Proceeding to Final Judgment (DWOPs)
Changed retention from five (5) years to two (2) years.
Added to Retention "...after order of dismissal or by operation of law; then destroy."

- 2010.0402 Civil Case Files
Added to Retention "Upon the determination of the Clerk of Superior Court that such records are not of historical significance; then, records may be destroyed after twenty (20) years."
- 2010.0403 Civil Dockets
Added to Retention "...if created." in first sentence.
- 2010.0406 Civil Calendars
New schedule distinguishes civil calendars from criminal calendars.
- 2010.0409 Domestic Relations – Contempt Actions
New Schedule
- 2010.4010 Name Changes
New Schedule
- 2010.0411 Personal Injury
New Schedule
- 2010.0412 Malpractice
New Schedule
- 2010.0413 Collection Cases
New Schedule
- 2010.0414 Appeals - Magistrate Court
New Schedule

Record Retention Schedules Relating to Jury Management

- 2010.0502 Jury Questionnaire File
Added to Retention "...exception for murder cases in which death penalty or life without parole is sought.
- 2010.0506 Sheriff's Juror Precepts
Added to Retention "Note: The document may be a report generated from the jury management system in each county.

Record Retention Schedules Relating to Property Records

- 2010.0708 Personal Property - Indexes of Financing Statements
Changed retention from Permanent to twenty (20) years.
Added to Retention "...destroy after 1/1/2020 unless financing is still active."
- 2010.0713 Real Estate Transfer Tax Declaration Forms File
Changed retention from three (3) years to two (2) years.
- 2010.0715 Federal Tax Lien Files

Record Retention Schedules Relating to Attorneys

- 2010.0801 State Bar Applications for Admission without Examination
Added to Retention "the series will terminate on 1/1/2048; then destroy."
- 2010.0802 Practicing Attorneys Registration Books
Added to Consists of: "To include record of practicing attorneys to include order of admission and oath of commission."

Record Retention Schedules Relating to Election Records

- No changes in this series.

Record Retention Schedules Relating to Other Records

- 2010.1001 Notary Public Application, Certificates, and Dockets - Applications and Certificates Docket Books: Added "Docket books not required; where in existence shall be maintained as a permanent record."
- 2010.1003 Newspapers Containing Legal Advertisements Changed retention from fifty (50) years to forty (40) years.

Record Retention Schedules Applicable to All Court Offices

No changes in this series.

JUVENILE COURTS COMMON RECORDS RETENTION SCHEDULE

- 2010.1101 Individual Juvenile Court Case Files; Excludes Termination of Parental Rights and Legitimation Added to Title "- Excludes Files Relating To Termination of Parental Rights and Excludes Files Relating to Legitimation"
- 2010.1109 Traffic Case Files Changed retention from seven (7) years to six (6) years.

PROBATE COURTS STATEWIDE RECORDS RETENTION SCHEDULES

Probate Court Record Retention Schedules

- 2010.1201 Applications, Bonds, and Permits for Fireworks Displays Changed retention from seven (7) years to six (6) years.
- 2010.1203 Estate Case Files Changed retention from twenty (20) years to permanent.
- 2010.1204 (Hospitalization) Files Created Pursuant To Proceedings under Chapter 3, 4, and 7 of Title 37 of the OCGA and Proceedings under Prior Official Codes Relating Thereto (Involuntary Commitment Records) Changed retention from twenty (20) years to ten (10) years.
- 2010.1206 Marriage Records *New Schedule*
- 2010.1207 Peddlers Licenses and Certificates of Eligibility Files Changed retention from three (3) years to two (2) years.
- 2010.1208 Weapons Carrying License Application File Changed series title. Changed retention from nine (9) years to six (6) years.
- 2010.1209 Public Officers' Oaths and Bonds Changed retention form
- 2010.1210 Wills Wills filed after beginning the use of imaging or photocopying at the method of recording. Changed retention from twenty (25) years to permanent.

Traffic Court Records, Transcripts, and Docket Books

Amended series for uniformity across all courts hearing traffic cases

- 2010.0301 Civil Case Files
- 2010.0302 Docket Books
- 2010.0303 Minute Books
- 2010.0304 Books of Fines and Forfeitures
- 2010.0305 Records Concerning Traffic Violations Which Result in a Felony Charge

Magistrate Court Record Retention Schedules

- 2010.1301 Arrest and Search Warrants Files
- 2010.1302 Good Behavior Bonds *New Schedule*
- 2010.1303 Civil Case Files Added to Consists of "Includes affidavits for summons of dispossessory, applications for summons of foreclosure of personal property, and abandonment of automobiles or vessels."

Traffic Court Records, Transcripts, Docket Books, and Ordinance Violations

Amended series for uniformity across all courts hearing traffic cases

- 2010.0301 Case Files
- 2010.0302 Docket Books
- 2010.0303 Minute Books
- 2010.0304 Books of Fines and Forfeitures
- 2010.0305 Records Concerning Traffic Violations Which Result in a Felony Charge
- 2010.0306 Ordinance Violations **New Schedule**

PROSECUTING ATTORNEYS RECORD RETENTION SCHEDULES

This series was formally amended into the Official Judicial Branch Record Retention Schedules.

- 2010.1501 Misdemeanor, Traffic, and Ordinance Violations
- 2010.1502 Prosecutor's Felony Case Files
- 2010.1503 District Attorney's Files on Child Support – UIFSA or URESA
- 2010.1504 District Attorney's Child Support Undocumented Case Files
- 2012.1505 Prosecutor's Dismissed Misdemeanor and Misdemeanor Traffic Case Files
- 2010.1506 Attorney Case Files

DELETED RECORD RETENTION SCHEDULES

- SCO 0302 Certified Misdemeanor Transcripts Filed in Case Files
- SCO 0303 Court Reporter's Notes Files
- 83-868 Discharged Federal Tax Liens
- 90-86 Superior Court Clerks List of Persons Who Have Been Convicted of a Felony
- 90-87 Superior Court Clerks' List of Qualified Electors
- D-83-0001 Pistol Toter's Bonds
- 85-0017 Register of Physicians, Dentists, and Other Professionals

A. INDEX TO RECORD RETENTION SCHEDULES

Superior and State Court Criminal Record Retention Schedules

Felony Record Retention Schedules

2010.0101 Felony Case Files

Certified Felony Transcripts

2010.0102 Capital Offenses
2010.0103 Non-Capital Felonies
2010.0104 Certified Felony Transcripts Filed in Case Files
2010.0105 Court Reporter's Note Files - Capital and Non-Capital Felony Offenses
2010.0106 Minute Books

Misdemeanor Court Records

2010.0201 Case Files
2010.0202 Docket Books
2010.0203 Minute Books
2010.0204 Books of Fines and Forfeitures
2010.0205 Certified Misdemeanor Transcripts and Traffic Files and Transcripts in Case Files

Traffic Court Records, Transcripts, and Docket Books

2010.0301 Case Files
2010.0302 Docket Books
2010.0303 Minute Books
2010.0304 Books of Fines and Forfeitures
2010.0305 Records Concerning Traffic Violations Which Result in a Felony Charge
2010.0306 Criminal Calendars

Superior and State Court Civil Record Retention Schedules

2010.0401 Civil Cases Not Proceeding to Final Judgment (DWOPs)
2010.0402 Civil Case Files
2010.0403 Civil Dockets
2010.0404 Minute Books
2010.0405 Record of Writs
2010.0406 Civil Calendars
2010.0407 Sealed Civil Depositions
2010.0408 General Execution Docket and General Execution Docket Indexes
2010.0409 Domestic Relations – Contempt Actions
2010.4010 Name Changes
2010.0411 Personal Injury
2010.0412 Malpractice
2010.0413 Collection Cases
2010.0414 Appeals - Magistrate Court

Record Retention Schedules Relating to Jury Management

2010.0501 Jury Master List (Box)
2010.0502 Jury Questionnaire File
2010.0503 Juror Information Form
2010.0504 Grand Juror and Trial Juror Lists
2010.0505 Jury Drafts and Scripts
2010.0506 Sheriff's Juror Precepts

Record Retention Schedules Relating to Property Records

2010.0701 Deed Books
2010.0702 Indexes to Deeds
2010.0703 Financing Statements
2010.0704 Continuation Statements
2010.0705 Statements of Release
2010.0706 Statements of Assignment
2010.0707 Termination Statements
2010.0708 Personal Property - Indexes of Financing Statements
2010.0709 Original Instruments
2010.0710 Record Books and Indexes Containing Entries Relating to Personalty Only
2010.0711 Record Books and Indexes Relating to Both Personalty and Realty
2010.0712 Duplicate Index Books
2010.0713 Real Estate Transfer Tax Declaration Forms File
2010.0714 Federal Tax Lien Index
2010.0715 Federal Tax Lien Files

Record Retention Schedules Relating to Attorneys

2010.0801 State Bar Applications for Admission without Examination
2010.0802 Practicing Attorneys Registration Books
2010.0803 Third Year Law Students' and Staff Instructors' Files
2010.0804 Certification of Bar Admission Eligibility File

Record Retention Schedules Relating to Election Records

2010.0901 Elections Records File
2010.0902 Applications for Petitions to Recall the Probate Court Judge
2010.0903 Calls of Recall Elections for Probate Judge

Record Retention Schedules Relating to Other Records

2010.1001 Notary Public Application, Certificates, and Dockets - Applications and Certificates
2010.1002 Applications for Trade Name and Trade Registration Index
2010.1003 Newspapers Containing Legal Advertisements

Record Retention Schedules Applicable to All Court Offices

2010.1101 Court records destruction notice and certification file
2010.1102 Retention schedules for court records (reference copies)
2010.1103 Court records transmittal and receipt files
2010.1104 Court budget working papers file
2010.1105 Approved budget reference files
2010.1106 Court Procurement File
2010.1107 Revenue Remittance File
2010.1108 Workers' compensation claim files for court employees
2010.1109 Vehicle maintenance and repairs file

FELONY CASE FILES

Schedule: 2010.0101

Consists of: 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, and all other papers pertinent to felony cases.

Retention:

Files Generated from 1900 to Present: Hold in active files until all appeals have been exhausted; transfer to inactive files; cut off inactive files at end of calendar year; hold in office five years; transfer to local holding area or County Records Center; hold permanently. Files may be digitized or microfilmed provided: 1) digitizing or micro-filming is done according to Georgia Imaging Standards or Micro-film Standards; 2) a security copy of the digital format or microfilm is deposited in the Georgia Department of Archives and History; 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.

Files Generated before 1990: Transfer to local holding area or County records Center; hold permanently – Even if digitized or micro-filmed, destruction of these originals is not approved.

CERTIFIED FELONY TRANSCRIPTS

Schedule: 2010.0102 through 2010.0106

Consists of: *Capital Felonies:* Documents relating to certified verbatim records or narrative recollections of judicial proceedings in felony cases. Included are certified records of court reporters' transcripts and certified records in narrative form of recollections of the motions, colloquies, objections, ruling, evidence (documentary or otherwise), charge of the courts, and all proceedings in any judicial action based on a charge of felony offense punished by death or life imprisonment.

Non-capital Felonies: Documents relating to certified verbatim records or narrative recollections of judicial proceedings in felony cases. Included are certified records in narrative form of recollections of the motions, colloquies, objections, rulings, evidence (documentary or otherwise), charge of the court, and all other proceedings in any judicial action based on a charge of a felony offense punished by a term of imprisonment less than life.

Certified Felony Transcripts Filed in Case Files: Dispose of in accordance with felony case files.

Criminal Evidence Books: Capital and Non-Capital Felonies. This includes well bound books used to contain court reporter's transcripts and recollection transcripts of judicial proceedings involving charges of felony offenses.

Court Reporter's Note Files: Capital and Non-capital Felony Offenses: Documents of recordings; notes or other records relating to generation of certified transcripts. Included are: recordings, notes, and other records which have not been reduced to typed or printed documents.

Retention:

- 2010.0102 *Capital Offenses:* Cut off file at end of each calendar year; hold for seventy (70) years; then destroy.
- 2010.0103 *Non-capital Felonies:* Cut off file at end of calendar year; hold for twenty (20) years; then, destroy.
- 2010.0104 *Certified Felony Transcripts Filed in Case Files:* Capital and Non-capital Felonies. Dispose of in accordance with retention schedules for felony case files.
- 2010.0105 *Criminal Evidence Books:*
a) General: Hold twenty (20) years after date of most recent transcript entered; remove capital felony transcripts; then destroy. Hold capital felony transcripts an additional fifty (50) years; then destroy.
b) Duplicate Records: If books duplicate felony transcripts on file, check for and remove non-duplicated transcript; then destroy books. Hold non-duplicated transcripts for recommended retention periods; then destroy. There is no requirement to bind in books.
- 2010.0106 *Court Reporter's Note Files Non-Capital Felony Offenses:* Cut off file at end of each calendar year; hold two (2) years; then destroy.

MISDEMEANOR COURT RECORDS

Schedules: 2010.0201 through 2010.0204

Consists of: *Case Files:* Includes original papers which are called or serve as: 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.

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.

Minute Books: Books which contain photo static copies of the accusation and disposition associated with each case, or contain type-written or handwritten entries regarding the defendant, charge, and disposition of each case.

Books of Fines and Forfeitures: Books which contain listings of fines and forfeitures received by the court regarding each particular misdemeanor offense.

Retention:

- 2010.0201 *Case Files:* Cut off file of disposed cases at end of calendar year, hold closed files twenty (20) years, then destroy; digitize or microfilm entire contents of case files; hold originals for four (4) years, then destroy originals; hold digital format or microfilm format for twenty (20) years from date of disposition, then destroy.

- 2010.0202 *Docket Books if Created*: Hold for twenty (20) years from date of last disposition entry, then destroy; digitize or microfilm, hold original for four (4) years, then destroy; hold digital format or microfilm format twenty (20) years from date of last disposition entry, then destroy.
- 2010.0203 *Minute Books*: Hold for twenty (20) years after date of last disposition recording, then destroy; or digitize or microfilm, hold originals for four (4) years beyond date of last disposition recording, then destroy; hold digital format or microfilm format for twenty (20) years after date of last disposition entry, then destroy.
- 2010.0204 *Books of fine and forfeitures*: Ten (10) years after last entry. Cut off file at end of each fiscal year, hold in current files area for five (5) years, or until completion of state or independent audit or at the audit of the clerk's last term, whichever is later, then destroy.

MISDEMEANOR TRANSCRIPTS AND TRAFFIC FILES AND TRANSCRIPTS

Schedule: 2010.0301 through 2010.0306

Consists of: Documents relating to certified verbatim records or narrative recollections of judicial proceedings in misdemeanor and traffic cases. Included are certified records of court reporters' transcripts and certified records in narrative form of recollections of the motions, colloquies, objections, rulings, evidence (documentary or otherwise), charge of the court and all proceedings in any judicial action based on a charge of a misdemeanor or traffic offense.

Retention:

- 2010.0301 Certified Misdemeanor and Traffic Transcripts: Cut off file at end of calendar year; hold three (3) years; destroy.
- EXCEPTION:* Concerns transcripts of cases resulting in sentences of five (5) or more years. Hold for duration of sentence imposed; then, destroy.

TRAFFIC COURT RECORDS TRANSCRIPTS AND DOCKET BOOKS

Schedule: 2010.0302 through 2010.0306

Consists of: *Case Files*: Includes documents which are called or serve as the following: 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, and warrant, or certified copies of the same.

Docket Books If Created: Books which generally contain essential information in summary form about each traffic case adjudicated. Most dockets contain an alphabetical index which references the defendant's name to the page number on which the case is docketed. This schedule applies to docket books which contain misdemeanor traffic records only.

Minute Books: Books which contain photo static copies of the accusation and disposition associated with each case, or contain type-written or handwritten entries detailing the defendant, charge and disposition of each case. Only minute books exclusively for misdemeanor traffic violations are covered.

Books of Fines and Forfeitures: Books which contain listings of fines and forfeitures received by the court regarding each particular offense. Only books containing fines and forfeitures exclusively for misdemeanor traffic violations are covered.

Retention:

- 2010.0302 *Case Files*: Cut off file of disposed misdemeanor traffic cases at end of calendar year. Hold in closed files for six (6) years or if serious traffic; then, hold for twenty (20) years; then destroy. DUIs.
- 2010.0303 *Docket Books If Created*: Hold docket books used exclusively for misdemeanor traffic cases ten (10) years from date of last disposition entry, then destroy; or digitize or microfilm docket books, hold for four (4) years from date of last disposition entry, then destroy docket books, retaining digital format or microfilm format for additional six (6) years; unless serious traffic as defined at 2010.0301 or not otherwise indexed retain for twenty (20) years.
- EXCEPTION:* If the docket contains an index to case files, hold the index portion ten (10) years, then destroy; hold the balance of the docket four (4) years, from date of last disposition entry, then destroy.
- 2010.0304 *Minute Books If Created*: Hold for ten (10) years from date of last disposition entry, then destroy; digital format or microfilm format, hold for four (4) years from date of last disposition entry, then destroy retaining digital format or microfilm format for an additional six (6) years; unless serious traffic as defined at 2010.0301 or not otherwise indexed retain for twenty (20) years.
- 2010.0305 *Books of Fines and Forfeitures*: Hold for ten (10) years from date of last disposition entry; then, destroy. Hold in current files area for five (5) years or until completion of state or independent audit or at the audit of the clerk's last term, whichever is later; then destroy.
- 2010.0306 *Records Concerning Traffic Violations Which Result In a Felony Charge*: Hold indefinitely unless specified otherwise by statute or order of the Supreme Court.

CIVIL CASES NOT PROCEEDING TO FINAL JUDGMENT

Schedule: 2010.0401

Consists of: Documents relating to trying civil suits in Superior Courts. Included are civil case files in which the plaintiff never carried through to judgment. Cases dismissed without prejudice are included. Not included are cases dismissed with prejudice or cases in which the judge's order specifies terms of out of court settlement.

Retention: Two (2) years

CIVIL CASE FILES

Schedule: 2010.0402

Consists of: Documents relating to trying civil cases in superior courts and documenting the proceedings in those cases. Included are pleadings and judgments in civil cases, including divorce and domestic relations, complaints, summonses, defensive pleadings, court orders, notices of appeal, appellate pleadings, and determinations of appellate courts.

Retention: Hold in active file until case is closed; then, transfer to inactive file. Cut off inactive file at end of calendar year; hold in office seven (7) years; then, transfer to a local holding area or County Records Center is authorized. Retain permanently, except that files may be digitized or microfilmed provided that (1) digitizing or microfilming is done in accordance with any required digital format or microfilm format standards; (2) a security copy of the digital format or microfilm format is placed in the Georgia Archives; (3) a reference copy is available in the clerk's office; and (4) a reader-printer is available in the clerk's office. If digitizing or microfilming is done, the paper copies of cases filed after 1900 may be destroyed at the time they are eligible for transfer to a local holding area or County Records Center. Paper copies of cases filed prior to 1900 may not be destroyed. Upon the determination of the Clerk of Superior Court that such records are not of historical significance; then, records may be destroyed after twenty (20) years. A judge may declare any individual court record to be "historical" and direct that the record be stored as required for this class of record.

CIVIL DOCKETS (Also called Issue, Motion, Bench, or Bar Dockets)

Schedule: 2010.0403

Consists of: 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.

Retention: Cut off on completion of the volume if created; hold permanently. Transfer to a local holding area or a county archives is authorized after ten (10) years. Digitizing or microfilming and subsequent destruction of original volume is authorized provided

that silver security copy or other such security version of digital format or microfilm format is transferred to State Archives for continuing retention and provided that a reference copy of the digital format or microfilm format is maintained for local use by the court and the public.

Note: This schedule does not apply to any court which maintains dockets through the use of electronic data processing. Upon the determination of the Clerk of Superior Court that such records are not of historical significance; then, records may be destroyed after twenty (20) years.

MINUTE BOOKS

Schedule: 2010.0404

Consists of: Documents relating to recording proceedings and orders in superior courts. Included are court orders, oaths, bonds, motions, certifications; transcripts, full proceedings, and 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.

Retention: Cut off file series upon completion of book. Hold in the current files area twenty (20) years; then transfer to local holding area; hold permanently; except that original book created by typewriter or by photographic recording methods may be destroyed provided that (1) they have been digitized or microfilmed in accordance with applicable digital format or microfilm format standards; (2) the books are thoroughly indexed; (3) the court has a digital format or microfilm format reader-printer for generating paper copies; (4) the court has two reference copies of the digital format or microfilm format; and (5) the security (camera) copy of the film is deposited with the Georgia Department of Archives and History.

RECORD OF WRITS (Also called Final Records, Final Settlements, Declarations, or Proceedings)

Schedule: 2010.0405

Consists of: 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.

Retention: Cut off file on completion of volume and hold permanently. Transfer to a local holding area or to a County Records Center or archives is authorized five years after cut-off; digitizing or microfilming and subsequent destruction of the original volume is authorized provided that (1) the silver security copy of the film is transferred to the Georgia Archives for permanent retention, and (2) a reference copy of the film is maintained in the county for use by the court and the public.

CIVIL CALENDARS

Schedule: 2010.0406

Consists of: Documents relating to listing civil 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.

Retention: Cut off file at end of calendar year; hold in current files area one (1) year; then destroy.

Note: It is recommended that a record copy of each series of calendar be maintained by the clerk 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.

SEALED CIVIL DEPOSITIONS

Schedule: 2010.0407

Consists of: Documents related to obtaining pre-trial testimony from parties and witnesses during discovery for civil cases filed in the superior court under OCGA §9-11-(27-31). File consists of sealed envelopes containing depositions taken of parties or witnesses. File may be in 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. Note: depositions which have been opened for use in the court become a part of the case file and are not included in this schedule.

Retention: Hold in the current files area until the case is terminated by order of the court and until all appeals of the corresponding case are completed or until the case is dismissed by order of the court for want of prosecution; the transfer to inactive file; hold in inactive file one (1) year; then destroy. (Inactive file may be stored in local holding area or in the county records center.) Note: if the deposition is used in a court proceeding, place in appropriate case in Civil Case Files series and apply the schedule applicable to that series.

GENERAL EXECUTION DOCKET AND GENERAL EXECUTION DOCKET INDEXES

Schedule: 2010.0408

Consists of: Documents relating to recording basic information concerning the execution of the court's decisions. Included are books with entries showing the date case adjudged, names of the parties and their attorneys, case number, date Fi. Fa. issued, and disposition of the execution. After 1971, photo static copies of Fi. Fa. is used in place of these entries. Entries are in the order in which the Fi.Fa.s are filed with the clerk's office.

Retention: Cut off file series when the last judgment is entered in book; then, hold seventeen (17) years; then destroy. Transfer to a local holding area is authorized after seven (7) years.

Domestic Relations

Schedule: 2010.0409

Consists of: All documents relating to those cases resulting in dissolution of a marriage, child custody, or award of alimony.

Retention: Permanent

Domestic Relations – Contempt Action

Schedule: 2010.0409.a

Consists of: All documents related to contempt actions arising out of Domestic Relations Cases.

Retention: Twenty (20) years after disposition

Name Changes

Schedule: 2010.0410

Consists of: Case files relating to changing ones name.

Retention: Permanent

Personal Injury

Schedule: 2010.0411

Consists of: Civil cases related to personal injury.

Retention: Twenty (20) years

Malpractice

Schedule: 2010.0412

Consists of: Documents relating to cases alleging professional malpractice.

Retention: Twenty (20) years

Collection Cases

Schedule: 2010.0413

Consists of: An action containing the pleadings on debt concerning specific contract or account

Retention: Five (5) years if no Fi. Fa. Is filed. five (5) years If Fi. Fa. is filed, upon its satisfaction or expiration.

Appeals – Magistrate Court

Schedule: 2010.0414

Consists of: Documents relating to cases appealed to the Superior or State Court based on a judicial decision in the Magistrate Court.

Retention: Ten (10) years

JURY MASTER LIST (BOX)

Schedule: 2010.0501

Consists of: 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.

Retention: Counties using mechanical or electronic means of juror selection: The computer data storage bank file itself is excluded from this schedule. See OCGA § 15-12-40 (b) (3) which makes this file the permanent jury box. Cut off file series (bound paper copy of computer printout and updates of jury master list required by OCGA §15-12-43) when a new bound copy of the complete computer file master list is made. Hold in current files area 1 year; then, transfer to local holding area; hold nine (9) years; then destroy. In lieu of the paper computer printout master list, digital format or microfilm format created in accordance with OCGA §15-12-44 (b) may be used for record retention purposes after the cut off date. Then, the digital format or microfilm format of the jury master list must be maintained in the same manner and for the same period as the computer printout retention requirements set out.

Counties using non-mechanical means of juror selection: Cut off file series (including tickets of jurors' names in juror box and bound copy of jury master list) after revision of jury master list. Then destroy tickets and keep bound copy of jury master list (created in accordance with OCGA §15-12-43) in current file area one (1) year; then, transfer to local holding area; hold nine (9) years; then destroy.

JURY QUESTIONNAIRE FILE

Schedule: 2010.0502

Consists of: Documents relating to selection and qualification of jurors. Included are completed jury questionnaire forms and consolidated lists (including computer output) where applicable.

Retention: Cut off file at the end of each major revision of the jury list; then, transfer to local holding area; hold ten (10) years; then destroy with the exception for murder cases in which death penalty or life without parole is sought.

Note: for purposes of this schedule; a major revision of the jury list is defined as the point at which the jury qualification questionnaires are mailed to citizens of a county who are considered prospective Jurors.

JUROR INFORMATION FORM

Schedule: 2010.0503

Consists of: Documents relating to: (1) providing information to attorneys about summoned jurors in order to facilitate jury selection, and/or (2) correcting errors on or updating information on juror master list. Included are juror information forms turned in by summoned jurors to 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.

Retention: Cut off file series at the end of each calendar year; hold one (1) year; then destroy. Transfer to a local holding area is authorized.

GRAND JUROR AND TRIAL JUROR LISTS

Schedule: 2010.0504

Consists of: 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. (Specifically excluded from this schedule are the jury master list - jury box, jury qualifications questionnaires, and jury script.)

Retention: Cut off file series at end of each term of court; hold in current files area 1 year; then, transfer to Records Center; hold nine (9) years; then destroy. Except, if these lists are recorded on the court minutes and verified, then the originals and any duplicates (other than the minute book copy) of the jurors summoned list and jurors sworn list may be destroyed after 30 days have expired from the close of the term of court for which the jurors served or were summoned. If a trial jury list (serving) in each case is incorporated into the case file, all other copies (excluding minute book copies, if any) may be destroyed after thirty (30) days have expired since the close of the term of court in which jurors served; and the case file copy shall not be destroyed unless in accordance with the records retention schedule established for such type of case file.

JURY DRAFTS AND SCRIPTS

Schedule: 2010.0505

Consists of: Documents relating to juror payment for service. Included are copies of juror drafts and script.

Retention: Cut off file at end of each calendar year; hold in the current files area four (4) years; then destroy.

SHERIFF'S JUROR PRECEPTS

Schedule: 2010.0506

Consists of: Documents relating to summoning of grand and trial jurors. Included are clerk's lists to sheriff showing jurors to be summoned for service for term of court.

Retention: Cut off file series at the end of each calendar year; hold in current files area three (3) years; then destroy.

Note: The document may be a report generated from the jury management system in each county.

DEED BOOKS

Schedule: 2010.0701

Consists of: Books containing instruments pertaining to ownership and transfer of ownership of real and personal property.

Retention: Cut off at end of calendar year; hold permanently; paper copy may be transferred to County Records Center or local holding area after twenty (20) years; or digitize or microfilm; hold paper copy one (1) year, then destroy; retain copy of digital format or microfilm format permanently and transfer silver original or digital security version to State Archives.

INDEXES TO DEEDS

Schedule: 2010.0702

Consists of: 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.

Retention: Cut off file when volume is full, then hold permanently.

Note: 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.

PERSONAL PROPERTY RECORDS

Schedule: 2010.0703 through 2010.0715

Consists of: 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(5).

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."

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.

Statements of Assignment: 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.

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.

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.

Indexes of Financing Statements: Books containing the name and address of the debtor, and the file number of the financing statement, as well as entries regarding receipt of continuation statements, termination statements, and statements of assignment and release.

Retention:

2010.0703 *Financing Statements:* Cut off after date of filing; hold six (6) years; then destroy; or digitize or microfilm, destroy originals; hold digital format or microfilm format six (6) years; destroy.

EXCEPTION: 1) If notice of action involving statement given (including insolvency

proceeding), hold statement or copy for duration of proceeding; and sixty (60) days thereafter or six (6) years whichever is later; then destroy. 2) If continuation statement filed; hold financing statement for six (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 six (6) years and two (2) months after filing; then destroy. 5) If a termination statement is filed, hold financing statement or digital format or microfilm format copy for one (1) year; destroy after termination date.

2010.0704 *Continuation Statements:* six (6) years after date of filing

2010.0705 *Statements of Release:* six (6) years after date of filing

2010.0706 *Statements of Assignment:* six (6) years after date of filing

2010.0707 *Termination Statements:* Cut off when received; hold one (1) year; then destroy; or digitize or microfilm, destroy criminal and hold digital format or microfilm format one (1) year.

2010.0708 *Indexes of Financing Statements:* Retain for twenty (20) years destroy after 1/1/2020 unless financing is still active.

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, bill 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.

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 docket, chattel mortgages and lien dockets, filing docket and general index to chattel mortgages, filing docket and general index to personalty mortgages, personal property docket, personal lien dockets, personalty mortgages-grantor index, and public index to personalty mortgages. Some of these books are singles volumes or parts of a records series containing both volumes for personalty and volumes for realty records.

Record Books and Indexes Relating to Both Personalty and Realty: Consists of copies of original instruments written or typewritten on blank pages, or copies into 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. Duplicate index books.

- 2010.0709 Original Instruments: Return to parties; if im possible, destroy.
- 2010.0710 Record Books and Indexes Containing Entries Relating to Personalty Only: Cut off at last entry; hold twenty (20) years; destroy. *EXCEPTION:* Books created prior to 1900 must be offered to Department of Archives and History.
- 2010.0711 Record Books and Indexes Relating to Both Personalty and Realty: Extract realty records, rebind; retain permanently; treat personalty records according to personalty schedules; or digitize or microfilm book; retain film permanently; destroy book according to personalty schedule.
- 2010.0712 Duplicate Index Books: Verify entries; then, destroy.

REAL ESTATE TRANSFER TAX DECLARATION FORMS FILE

Schedule: 2010.0713

Consists of: 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.

Retention: Cut off file at the end of each calendar year; then, hold in the office two (2) years; then destroy.

FEDERAL TAX LIEN INDEX

Schedule: 2010.0714

Consists of: Documents relating to discharged federal tax lien. Included is the federal tax lien index.

Retention: Retain for ten (10) years from date of discharge of last lien recorded in the index. The index may be digitized or micro-filmed at any time after the discharge of the last open lien is filed. Retain digital format or microfilm format ten (10) years from date of discharge of last lien; retain original for two (2) years after digitizing or microfilming.

FEDERAL TAX LIEN FILES

Schedule: 2010.0715

Consists of: Documents relating to federal tax liens. Included are notice of federal tax lien, discharge from federal tax lien, and release and partial discharge from federal tax lien.

Retention: 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 seven (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 fifty (50) years.

STATE BAR APPLICATIONS FOR ADMISSION WITHOUT EXAMINATION

Schedule: 2010.0801

Note: This series ended in 1977.

Consists of: 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, judge's orders.

Retention: Cut off file at end of calendar year 1977; transfer to local holding area; then, hold seventy (70) years; then destroy or cut off file at end of calendar year 1977; digital format or microfilm format file; destroy originals; hold digital format or microfilm format seventy (70) years; the series will terminate on 1/1/2048; then destroy.

PRACTICING ATTORNEYS REGISTRATION BOOKS

Schedule: 2010.0802

Consists of: Documents relating to registration of practicing attorneys. To include record of practicing attorneys to include order of admission and oath of commission. Information included is name, address, place, date of admission to practice, and retirement notice.

Retention: Cut off file when book is filled, hold in office ten (10) years; then, transfer to local holding area; hold permanently. Digitizing microfilming is authorized when the book is filled. The original record may be destroyed after digitizing or microfilming and verification.

THIRD YEAR LAW STUDENTS' AND STAFF INSTRUCTORS' FILES

Schedule: 2010.0803

Consists of: 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.

Retention: Cut off file at end of each calendar year; hold in the current files area one (1) year; then, transfer to local holding area; hold two (2) years; then destroy.

CERTIFICATION OF BAR ADMISSION ELIGIBILITY FILE

Schedule: 2010.0804

Consists of: Certificates of a passing bar exam score and orders of judge for clerk to issue license to practice law.

Retention: Cut off file at end of each calendar year; hold in office ten (10) years; then, transfer to local holding area; hold for sixty (60) years; then destroy or cut off file at end of calendar year; then, digitize or microfilm file; then destroy originals; then, hold digital format or microfilm format seventy (70) years; then destroy.

ELECTION RECORDS FILE

Schedule: 2010.0901

Consists of: Documents relating to general and primary elections. Included are: used, unused, and void ballots, ballot stubs, oaths of poll officers, numbered lists of voters, tally papers, voting machine paper proof sheets, and return sheets.

Retention: Cut off file series when delivered to clerk of court; transfer to local holding area; hold two (2) years; then, present to grand jury for approval at first meeting after twenty-four (24) months; hold until grand jury adjourns; then destroy, except that in the event of a court case for any race documented by these records, hold until final settlement, then destroy.

APPLICATIONS FOR PETITIONS TO RECALL THE PROBATE JUDGE

Schedule: 2010.0902

Consists of: 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)(A).

Retention: Retain two (2) years; then destroy.

CALLS OF RECALL ELECTIONS FOR PROBATE JUDGE

Schedule: 2010.0903

Consists of: Calls for recall elections for a probate judge who also serves as election superintendent. See OCGA §21-4-13(c)(2).

Retention: Retain two (2) years; then destroy.

NOTARY PUBLIC APPLICATION, CERTIFICATES, AND DOCKETS

Schedule: 2010.1001

Consists of: 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.

Retention: *Applications and Certificates:* Cut off file at end of each calendar year; hold in current files five (5) years; transfer to local holding area for four (4) years; then destroy. If docket book, index, or other record book exists which contains name, address, and commission period; retain permanently.

Retention: *Docket Book:* Cut off file when book is completed; hold permanently. Docket books not required; where in existence shall be maintained as a permanent record. The retention of a cumulative alphabetical index in lieu of docket books is authorized if the index states not only the name and address of the notary public, but also the beginning and expiration date of each person's commission. If created, the index shall be kept permanently.

Microfilming and subsequent destruction of these records is authorized provided that: (1) a silver security copy or other such security format of digital format or microfilm format is transferred to State Archives for permanent retention and (2) a reference copy of the digital format or microfilm format is maintained in the county for use by the court and the public.

APPLICATION FOR TRADE NAME AND TRADE NAME REGISTRATION INDEX

Schedule: 2010.1002

Consists of: 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 business. 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.

Retention: Cut off file series at end of each month. If application is entered in registration index book, hold application for 1 year after cut off date, then destroy. Hold registration index book permanently unless book is digitized or microfilmed in accordance with Georgia Imaging Standards or Microfilm Standards. If digitized or microfilmed, the original index book may be destroyed one (1) year after digitizing or microfilming. A security copy of the digital format or microfilm format shall be sent to the State Archives and a reference copy shall be maintained by the court clerk. If the trade name registration index book is generated by computer, the same disposition instructions apply.

NEWSPAPERS CONTAINING LEGAL ADVERTISEMENTS

Schedule: 2010.1003

Consists of: 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. 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.

Retention: Cut off file series at the end of each calendar year; hold in the current files area forty (40) years; then, transfer to library, historical society, or destroy if declined. Digitizing or microfilming of the newspapers each year and retention on film, destroying the paper is authorized provided that Georgia Imaging Standards or Microfilm Standards are followed.

COURT RECORDS DESTRUCTION NOTICE AND CERTIFICATION FILE

Schedule: 2010.1101

Consists of: Documents relating to notification to county government of pending records destruction and certifications of destruction. This may include notices and certifications of records destruction forms received from the County Records Center, and copies of letters or memos sent to a county records management officer certifying records destruction from the office in accordance with instructions by a retention schedule.

Retention: Cut off at the end of each calendar year; hold in the current files area ten (10) years; then destroy. The record copy may be maintained by a County Records Center and is not affected by this schedule.

RETENTION SCHEDULES FOR COURT RECORDS (REFERENCE COPIES)

Schedule: 2010.1102

Consists of: Documents relating to establishing retention schedules for court records (under the Georgia Records Act) and implementing the provisions of those schedules. Included are reference copies of approved court records retention schedules, including 1) copies of the "Application for Records Retention Schedule for Georgia Courts," and 2) copies of summaries of schedules such as those in Common Records Retention Schedules for Courts.

Retention: Hold in active file until superseded or voided, or until all dispositions instructions are no longer applicable to any existing records, whichever is later; then destroy.

COURT RECORDS TRANSMITTAL AND RECEIPT FILES

Schedule: 2010.1103

Consists of: Documents relating to transferring records to the local County Records Center. Included may be copies of records transmittal and receipt forms showing the records series and dates of the records that have been transferred to records center storage.

Retention: Cut off at the end of each calendar year; hold in the current files area ten (10) years; then destroy. The record copy may be maintained by a County Records Center and is not affected by this schedule.

COURT BUDGET WORKING PAPERS FILE

Schedule: 2010.1104

Consists of: Documents relating to preparation of annual budget requests. Included are the forms relating to program, purpose, goals and objectives, budget request, personnel schedule, equipment, description of improvements, capitol projects, budget estimate of revenue, estimated budget projection, budget adjustment requests, and other similar forms and budget documents, working papers, drafts, feeder reports, copies of proposed budgets, correspondence, and memoranda.

Retention: Cut off file series at the end of each fiscal year; hold in current files area two (2) years; then destroy.

Note: The record copy is generally maintained by the County Department of Finance or the Clerk of the County Commissioners and is not affected by this schedule.

APPROVED BUDGET REFERENCE FILES

Schedule: 2010.1105

Consists of: Documents relating to planning and controlling the expenditure of appropriated funds. Included are copies of approved budget showing the allocation of funds by the appropriating authority. Working papers showing the planning for the expenditure of these funds, or reports, usually monthly or quarterly, showing the current status of expenditures as compared with the amount budgeted may also be included.

Retention: Cut off at end of fiscal year; hold until no longer needed for reference; then destroy.

COURT PROCUREMENT FILE

Schedule: 2010.06

Consists of: Documents relating to procurement of goods, equipment, supplies, and services. Included are copies of requisition forms with all attachments and specifications; confirmatory purchasing documents such as bids, copies of invoices, petty cash vouchers, proof of purchase or paid bills, and similar documents; copies of purchase orders; copies of bids; and documents showing selection of vendor. Also included are departmental copies of the requisition forms used to procure standard office supplies from county purchasing departments, if any.

Retention: Cut off file series at the end of each fiscal year. Hold in the current files area two (2) years; then destroy.

Note: The record copy is generally maintained by the County Department of Finance or Clerk of the County Commissioners and is not affected by this schedule.

REVENUE REMITTANCE FILE

Schedule: 2010.1107

Consists of: Documents relating to remitting revenue to the County Department of Finance or County Treasurer. Included are copies of fee receipts and documents summarizing revenue received or other supporting attachments transmitting funds to the County Department of Finance or County Treasurer.

Retention: Cut off the file series at the end of each fiscal year. When audited: Upon completion of audit, transfer to local records center; hold four (4) years; then destroy. When not audited: Transfer to local records center; hold four (4) years; then destroy. The record copy is generally maintained by the County Department of Finance or County Treasurer and is not affected by this schedule.

WORKERS' COMPENSATION CLAIM FILES FOR COURT EMPLOYEES

Schedule: 2010.1108

Consists of: Documents relating to compensating court employees and officials for medical expenses or indemnity compensation for on-the-job injuries or job-related disabilities. Included are worker's compensation occupational injury reports, initial medical reports, final medical reports, various medical bills, reports or verifications, correspondence, and other papers used to support a claim with the State Board of Workers' Compensation.

Retention: If this is employer's record copy, hold in active files until notification is received that a claim is terminated or final settlement has been made; then, transfer to the inactive file. Cut off inactive files at the end of the calendar year; transfer to local records center; hold ten (10) years; then destroy. If notification is received that the claim is terminated or final settlement has been made, then transfer to inactive file. Cut off inactive file at end of calendar year; transfer to local records center; hold two (2) years; then destroy.

VEHICLE MAINTENANCE AND REPAIRS FILE

Schedule: 2010.1109

Consists of: Documents relating to maintaining vehicles and recording related costs for budget and other planning purposes. Included are: maintenance logs, records of service or repairs, and records of usage of vehicles.

Retention: Cut off file series at the end of each fiscal year; hold in the current files area three (3) years; then destroy.

B. INDEX TO RECORD RETENTION SCHEDULES Juvenile Court Record Retention Schedules

2010.1101	Individual Juvenile Court Case Files; Excludes Termination of Parental Rights and Legitimation
2010.1102	Parental Notification of Abortion Case Files
2010.1103	Legitimation Case Files and Termination of Parental Rights Case Files in Which Rights Were Terminated
2010.1104	Case Files of Juveniles on Probation or Supervision with the Court
2010.1105	Court Reporter's Notes and Files
2010.1106	Docket Books
2010.1107	Court Calendars
2010.1108	Files and Records of Juvenile Court Administered Programs
2010.1109	Traffic Case Files

INDIVIDUAL JUVENILE COURT CASE FILES – EXCLUDES FILES RELATING TO TERMINATION OF PARENTAL RIGHTS AND EXCLUDES FILES RELATING TO LEGITIMATION

Schedule: 2010.1101.j

Consists of: The individual juvenile court case files shall serve as the minutes. Includes the following vital records: complaints; peti-

tions; 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; school discipline/attendance records.

Retention: Cut off at the end of each calendar year. Hold in the current files area one year from the calendar year in which the case was disposed of by disposition or remittitur. The court may then dispose of any documents or records defined above as "non-vital" or any non-juvenile court generated document which was not admitted into evidence. Transfer to local holding area; Hold twenty-eight (28) years from the end of the calendar year of the date that the child was born or five (5) years from the end of the calendar year of the date of the last entry; destroy.

Date of Series: Earliest: 1950; Latest: Ongoing

PARENTAL NOTIFICATION OF ABORTION CASE FILES

Schedule: 2010.1102.j

Consists of: 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.

Retention: Cut file off upon decision by court or the granting of the petition without such a decision. Hold in the current files area ninety (90) days; destroy.

Date of Series: Earliest: 1987; Latest Ongoing

LEGITIMATION CASE FILES AND TERMINATION OF PARENTAL RIGHTS CASE FILES IN WHICH RIGHTS WERE TERMINATED

Schedule: 2010.1103.j

Consists of: 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 gener-

ated 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.

Retention: Cut off at the end of each calendar year. Hold in the current files area one (1) year from the calendar year in which the case was disposed of by disposition or remittitur. Transfer to local holding area for permanent retention.

Date of Series: Legitimation Files: Earliest 1950; Latest: Ongoing
Termination Case Files: Earliest: 1950;
Latest Ongoing

CASE FILES OF JUVENILES ON PROBATION OR SUPERVISION WITH THE COURT

Schedule: 2010.1104.j

Consists of: 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.

Retention: Destroy upon juvenile reaching the age of seventeen (17) or when probation or supervision is terminated, whichever is later.

Date of Series: Earliest: 1950; Latest: Ongoing

COURT REPORTER'S NOTES AND FILES

Schedule: 2010.1105.j

Consists of: 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.

Retention: Cut off file at end of calendar year; Hold in current file area two (2) months; Transfer to local holding area; Hold two (2) years; destroy.

Date of Series: Earliest 1950; Latest: Ongoing

DOCKET BOOKS

Schedule: 2010.1106.j

Consists of: 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 the 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.

Retention: Cut off the file when the last entry is made in the book. May then transfer to local holding area; Hold twenty-eight (28) years from end of calendar year of last entry; destroy.

Date of Series: Earliest: 1976; Latest: Ongoing

COURT CALENDARS

Schedule: 2010.1107.j

Consists of: Documents relating to listing of matters to be heard, dates for hearing and styles of cases. Included are calendars for judges and associate judges.

Retention: Cut off file series at the end of each calendar year; Hold in the current files area one year; destroy.

FILES AND RECORDS OF JUVENILE COURT ADMINISTERED PROGRAMS

Schedule: 2010.1108.j

Consists of: Documents relating to the administration of court programs including but not limited to the following: 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.

Retention: Cut off at the end of each calendar year. Hold in current files area two years from date of creation; Transfer to local holding area; Hold three (3) years; destroy.

Date of Series: Earliest: 1950; Latest: Ongoing

TRAFFIC CASE FILES

Schedule: 2010.1109.j

Consists of: 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 benchnotes; 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.

Retention: Cut off at the end of each calendar year. Hold in the current files area one (1) year from the calendar year in which the case was disposed of by disposition or remittitur. The court may then dispose of any documents or records defined above as "non-vital" or any non-juvenile court generated document which was not admitted into evidence. Transfer to local holding area; hold six (6) years; destroy.

Date of Series: Earliest: 1971; Latest: Ongoing

C. PROBATE COURTS STATEWIDE RECORDS RETENTION SCHEDULES

Probate Court Record Retention Schedules

2010.1201	Applications, Bonds, and Permits for Fireworks Displays
2010.1202	Election Tally Summary File
2010.1203	Estate Case Files
2010.1204	Involuntary Commitment Records
2010.1205	Lists of Persons Who Have Been Adjudicated As Mentally Incompetent
2010.1206	Marriage Records
2010.1207	Peddlers Licenses and Certificates of Eligibility Files
2010.1208	Weapons Carrying License Application File
2010.1209	Public Officers' Oaths and Bonds
2010.1210	Wills

Traffic Court Records, Transcripts, and Docket Books

2010.0301	Case Files
2010.0302	Docket Books
2010.0303	Minute Books
2010.0304	Books of Fines and Forfeitures
2010.0305	Records Concerning Traffic Violations Which Result in a Felony Charge

APPLICATIONS, BONDS, AND PERMITS FOR FIRE- WORKS DISPLAYS

Schedule: 2010.1201

Consists of: Applications for public display or exhibition of fireworks. Included are applications, bonds, evidence of liability insurance, and permits.

Retention: Hold in the current files area one (1) year; Transfer to local records center; Hold six (6) years; then destroy.

ELECTION TALLY SUMMARY FILE

Schedule: 2010.1202

Consists of: Included are election tally sheets.

Retention: Cut off after election; Retain permanently. After four (4) years, paper original may be transferred to county records center or a local holding area OR Convert to Digital format or microfilm format. If originals are digitized or microfilmed, retain digital format or microfilm format permanently. Paper originals may be destroyed one (1) year after digitizing microfilming.

ESTATE CASE FILE EXCLUDING WILLS

Schedule: 2010.1203

Consists of: 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 dismissal of executors, administrators, and conservators under OCGA § 53; guardianships; applications for

years' support; inventories and appraisements; applications for leave to sell property; and annual and final returns.

Retention:

Recorded copy: Cut off when book is completed; retain permanently. Transfer to local records center, local holding area, or county archives is authorized after four (4) years. Digitizing or microfilming and destroying of post-1900 volumes is authorized. Recording by digitizing microfilming is authorized, as well as the production of paper copies from the digital version or film version by the copyflow method or any other authorized methods.

Original papers of estates closed prior to the use of imaging or Digitizing or photocopying as the method of recording: Retain permanently. Immediate transfer to local records center, local holding area, or county archives is authorized. Imaging or microfilming is authorized but the paper must be retained.

Original papers filed after the use of photocopying as the method of recording: Cut off at end of each calendar year; Hold in current files area twenty-five (25) years; then, transfer to county records center, local holding area, or county archives for permanent retention.

Digitizing and microfilming are authorized. If the records are digitized or microfilmed, the original paper file may not be destroyed until ten years after the case is closed or twenty-five (25) years after the file is begun, whichever occurs first.

Note: (1) Any digitizing must be done in accordance with Archives Electronic Document Imaging Systems standards and any microfilming must be done in accordance with microfilm standards established pursuant to the Georgia Microforms Act (OCGA 50-18-6).

(2) In any instance in which the records are maintained only in digital format or microfilm format, a reference copy of the film and digital reader or a microfilm reader-printer must be available in the court.

(HOSPITALIZATION) FILES CREATED PURSUANT TO PROCEEDINGS UNDER CHAPTER 3, 4, AND 7 OF TITLE 37 OF THE OFFICIAL CODE OF GEORGIA AN- NOTATED AND PROCEEDINGS UNDER PRIOR OFFI- CIAL CODES RELATING THERETO (Involuntary Commitment Records)

Schedule: 2010.1204

Consists of: The hospitalization and treatment of mentally ill, mentally retarded, alcoholics, drug-dependent individuals, and drug abusers. Included are originals of petitions, proceedings and orders relating to emergency admission, evaluation, and involuntary hospitalization, writ 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.

Retention:

Hospitalization petitions filed on or after January 1, 1980: When notice of discharge from hospital is received or case is dismissed, remove from active file and place in inactive file; Cut off inactive file at end of each calendar year; Transfer to local holding area; Hold ten (10) years; then destroy.

Hospitalization petitions filed before January 1, 1980: When notice of discharge from hospital is received or verified and guardian of person or property of patient appointed under the hospitalization petition, if any, is dismissed, remove from active file and place in inactive file; Cut off inactive file at end of each calendar year; Transfer to local holding area; Hold twenty (20) years; then destroy.

LISTS OF PERSONS WHO HAVE BEEN ADJUDICATED AS MENTALLY INCOMPETENT

Schedule: 2010.1205

Consists of: 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.

Retention: Retain two (2) years; then destroy.

MARRIAGE RECORDS

Schedule: 2010.1206

Consists of: Transcription, digitization, or photocopy of the marriage license recorded by the probate judge within 30 days of the marriage.

Retention: Permanent. Vital Record duplicate and store offsite.

PEDDLERS LICENSES AND CERTIFICATES OF ELIGIBILITY FILES

Schedule: 2010.1207

Consists of: 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.

Retention: Receipt books and other listed files: Cut off file series when book is filled if created; Hold in current files area two (2) years; then destroy.

WEAPONS CARRYING LICENSE APPLICATION FILE

Schedule: 2010.1208

Consists of: 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.

Retention: Hold six (6) years; then destroy.

Implementation recommendation: Because licenses are confidential records and because they have short-term value, it is recommended that they be maintained in file cabinets rather than being bound into post binders.

PUBLIC OFFICERS' OATHS AND BONDS

Schedule: 2010.1209

Consists of: 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.

- Retention:**
1. Oaths of Office
Retain for six (6) years after date of action.
 2. Official Bonds
Retain for six (6) years
 3. Books containing recorded copies of bonds
Cut off when book is filled; retain permanently.

EXCEPTION: For any of these records dated prior to 1900, retain permanently.

WILLS

Schedule: 2010.1210

Consists of: 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.

Retention:

Recorded copy: Retain permanently; Cut off file when book is complete; Transfer to a local records center, local holding area, or county archives is authorized after four (4) years. Imaging or Microfilming is authorized. For records Post-1900, volumes may be destroyed after imaging or microfilming and verification of the image or microfilm. Recording by imaging or microfilming is authorized, as well as the production of paper copies from the film by the copyflow or any other such method.

Original Wills: Wills filed prior to the use of recording by photocopying: Retain permanently. Immediate transfer to a local records center, local holding area, or county archives is authorized. Imaging or microfilming is authorized but the paper copy must be retained.

Wills filed after beginning the use of imaging or photocopying as the method of recording: Cut off at the end of each calendar year; Hold in the current files area permanently.

Original wills may be transferred during the four (4) year holding period to a county records center, local holding area, or county archives if the recorded copy is retained in the current files area. Imaging or microfilming is authorized but if the records are imaged or microfilmed, the original wills may not be destroyed.

Note: Any imaging must be done in accordance with Archives Electronic Document Imaging Systems standards or microfilming and

film storage must be done in accordance with microfilm standards established pursuant to the Georgia Microforms Act (OCGA 50-18-6). In any instance in which the records are maintained only in image format or microfilm format, a reference copy of the film and a microfilm or image reader-printer must be available in the court.

MISDEMEANOR TRANSCRIPTS AND TRAFFIC FILES AND TRANSCRIPTS

Schedule: 2010.0301 through 2010.0303

Consists of: Documents relating to certified verbatim records or narrative recollections of judicial proceedings in misdemeanor and traffic cases. Included are certified records of court reporters' transcripts and certified records in narrative form of recollections of the motions, colloquies, objections, rulings, evidence (documentary or otherwise), charge of the court and all proceedings in any judicial action based on a charge of a misdemeanor or traffic offense.

Retention:

- 2010.0301 *Certified Misdemeanor and Traffic Transcripts:*
Cut off file at end of calendar year; hold three (3) years; destroy.
- EXCEPTION:* Transcripts of cases resulting in sentences of five (5) or more years; hold for duration of sentence imposed; then destroy.

TRAFFIC COURT RECORDS TRANSCRIPTS AND DOCKET BOOKS

Schedule: 2010.0302 through 2010.0306

Consists of:

Case Files: Includes documents which are called or serve as the following: 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, and warrant, or certified copies of the same.

Docket Books If Created: Books which generally contain essential information in summary form about each traffic case adjudicated. Most dockets contain an alphabetical index which references the defendant's name to the page number on which the case is docketed. This schedule applies to docket books which contain misdemeanor traffic records only.

Minute Books: Books which contain photo static copies of the accusation and disposition associated with each case, or contain type-written or handwritten entries detailing the defendant, charge, and disposition of each case. Only minute books exclusively for misdemeanor traffic violations are covered.

Books of Fines and Forfeitures: Books which contain listings of fines and forfeitures received by the court regarding each particular offense. Only books containing fines and forfeitures exclusively for misdemeanor traffic violations are covered.

Retention:

- 2010.0302 *Case Files:* Cut off file of disposed misdemeanor traffic cases at end of calendar year. Hold closed files six (6) years or if serious traffic; then, hold for twenty (20) years; then destroy.
- 2010.0303 *Docket Books If Created:* Hold docket books used exclusively for misdemeanor traffic cases ten (10) years from date of last disposition entry, then destroy; or digitize or microfilm docket books, hold for four (4) years from date of last disposition entry, then destroy docket books, retaining digital format or microfilm format for additional six (6) years; unless serious traffic as defined at OCGA §40-6-15 or not otherwise indexed retain for twenty (20) years.
- EXCEPTION:* If the docket contains an index to case files, hold the index portion ten (10) years, then destroy; hold the balance of the docket four (4) years, from date of last disposition entry, then destroy.
- 2010.0304 *Minute Books If Created:* Hold for ten (10) years from date of last disposition entry, then destroy; digital format or microfilm format, hold for four (4) years from date of last disposition entry, then destroy retaining digital format or microfilm format for an additional six (6) years; unless serious traffic as defined at OCGA §40-6-15 or not otherwise indexed retain for twenty (20) years.
- 2010.0305 *Books of Fines and Forfeitures:* Hold for ten (10) years from date of last disposition entry, then destroy. Hold in current files area for five (5) years or until completion of state or independent audit or at the audit of the clerk's last term, whichever is later, then destroy.
- 2010.0306 *Records Concerning Traffic Violations Which Result In a Felony Charge:* Hold indefinitely unless specified otherwise by statute or order of the Supreme Court.

D. MAGISTRATE COURTS STATEWIDE RECORDS RETENTION SCHEDULES

Magistrate Court Record Retention Schedules

2010.1301	Arrest and Search Warrants Files
2010.1302	Good Behavior Bonds
2010.1303	Civil Case Files
2010.1304	Transcripts, Recordings, or Notes of Proceedings as Court Inquiry

Traffic Court Records, Transcripts, Docket Books, and Ordinance Violations

2010.0301	Case Files
2010.0302	Docket Books
2010.0303	Minute Books
2010.0304	Books of Fines and Forfeitures
2010.0305	Records Concerning Traffic Violations Which Result in a Felony Charge
2010.0306	Ordinance Violations

ARREST AND SEARCH WARRANTS FILES

Schedule: 2010.1301

Consists of: Documents relating to arrest and search warrants. Included are applications for warrants, supporting affidavits, and evidence. Specifically excludes the original of 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.

Retention: Series 1983 to present: Cut off the file series at the end of each calendar year. Hold in the current files area ten (10) years; then destroy.

GOOD BEHAVIOR BONDS

Schedule: 2010.1302

Consists of: Applications for and issuance of Good Behavior Bonds

Retention: Ten (10) years; see OCGA § 17-6-90

CIVIL CASE FILES

Schedule: 2010.1303

Consists of: 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.

Retention: Hold in active file until case is closed; then, place in inactive file. Then cut off inactive file at end of calendar year; hold ten (10) years and then destroy.

Note: Transfer of inactive file one year after cut-off to a county records center or local holding area is authorized. If a judgment is renewed or enforcement is actively pursued in accordance with OCGA § 9-12-60 within the ten-year period, transfer case back to current files area and treat as a newly closed case.

Date of Series: Earliest: July 1, 1983; Latest: Ongoing

MISDEMEANOR TRANSCRIPTS AND TRAFFIC FILES AND TRANSCRIPTS

Schedule: 2010.0301 through 2010.0306

Consists of: Documents relating to certified verbatim records or narrative recollections of judicial proceedings in misdemeanor and traffic cases. Included are certified records of court reporters' transcriptions and certified records in narrative form of recollections of the motions, colloquies, objections, rulings, evidence (documentary or otherwise), charge of the court and all proceedings in any judicial action based on a charge of a misdemeanor or traffic offense.

Retention:

2010.0301 *Certified Misdemeanor and Traffic Transcripts:* Cut off file at end of calendar year; hold three (3) years; destroy.

EXCEPTION: Transcripts of cases resulting in sentences of five (5) or more years. Hold for duration of sentence imposed

TRAFFIC COURT RECORDS TRANSCRIPTS AND DOCKET BOOKS

Schedule: 2010.0301 through 2010.0306

Consists of:

Case Files: Includes documents which are called or serve as the following: 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, and warrant, or certified copies of the same.

Docket Books If Created: Books which generally contain essential information in summary form about each traffic case adjudicated. Most dockets contain an alphabetical index which references the defendant's name to the page number on which the case is docketed. This schedule applies to docket books which contain misdemeanor traffic records only.

Minute Books: Books which contain photo static copies of the accusation and disposition associated with each case, or contain typewritten or handwritten entries detailing the defendant, charge and disposition of each case. Only minute books exclusively for misdemeanor traffic violations are covered.

Books of Fines and Forfeitures: Books which contain listings of fines and forfeitures received by the court regarding each particular offense. Only books containing fines and forfeitures exclusively for misdemeanor traffic violations are covered.

Retention:

- 2010.0301 *Case Files:* Cut off file of disposed misdemeanor traffic cases at end of calendar year. Hold closed files six (6) years or if serious traffic; then, hold for twenty (20) years; then destroy.
- 2010.0302 *Docket Books If Created:* Hold docket books used exclusively for misdemeanor traffic cases ten (10) years from date of last disposition entry, then destroy; or digitize or microfilm docket books, hold for four (4) years from date of last disposition entry, then destroy docket books, retaining digital format or microfilm format for additional six (6) years; unless serious traffic as defined at OCGA §40-6-15 or not otherwise indexed retain for twenty (20) years.
- EXCEPTION:* If the docket contains an index to case files, hold the index portion ten (10) years, then destroy; hold the balance of the docket four (4) years, from date of last disposition entry, then destroy.
- 2010.0303 *Minute Books If Created:* Hold for ten (10) years from date of last disposition entry, then destroy; digital format or microfilm format, hold for four (4) years from date of last disposition entry, then destroy retaining digital format or microfilm format for an additional six (6) years; unless serious traffic as defined at 501 or not otherwise indexed retain for twenty (20) years.
- 2010.0304 *Books of Fines and Forfeitures:* Hold for ten (10) years from date of last disposition entry, then destroy. Hold in current files area for five (5) years or until completion of state or independent audit or at the audit of the clerk's last term, whichever is later, then destroy.
- 2010.0305 *Records Concerning Traffic Violations Which Result In a Felony Charge:* Hold indefinitely unless specified otherwise by statute or order of the Supreme Court.

Ordinance Violations**Schedule:** 2010.0306**Consists of:** Records concerning ordinance violations**Retention:** Two (2) years, hold in closed files for two (2) years; see OCGA §15-10-63**E. PROSECUTING ATTORNEYS RECORD RETENTION SCHEDULES**

Prosecuting Attorneys Record Retention Schedules

2010.1501	Misdemeanor, Traffic, and Ordinance Violations
2010.1502	Prosecutor's Felony Case Files
2010.1503	District Attorney's Files on Child Support – UIFSA or URESA
2010.1504	District Attorney's Child Support Undocumented Case Files
2012.1505	Prosecutor's Dismissed Misdemeanor and Misdemeanor Traffic Case Files
2010.1506	Attorney Case Files

MISDEMEANOR, TRAFFIC, AND ORDINANCE VIOLATIONS**Schedule:** 2010.1501**Consists of:** Documents relating to the investigation and prosecution of misdemeanor and misdemeanor traffic under Georgia law and alleged violations of county ordinances which are brought against individuals and corporations.**Retention:** Transfer to closed files when all direct appeals are completed or right to a direct appeal has terminated; then, hold in closed file area until end of calendar year; then, transfer to local holding facility (Records Center), hold five (5) years; then destroy.**Date of Series:** Earliest 1853; Latest: Ongoing**PROSECUTOR'S FELONY CASE FILES****Schedule:** 2010.1502**Consists of:** Documents relating to prosecution of individuals for felony violations of Georgia law. This file series is within the District Attorney's office.**Retention:** Transfer to closed files when all appeals are completed or right to direct appeal terminates; then, transfer to local holding area, hold for one (1) year (if facilities are available) or transfer to Records Center and hold for twenty-five (25) years (including any period of time held in holding area (provided that the Records Center facility is available: then destroy.**DISTRICT ATTORNEYS' FILES ON CHILD SUPPORT (UIFSA OR URESA)****Schedule:** 2010.1503**Consists of:** Documents relating to civil actions brought by the District Attorney on behalf of a parent or guardian to obtain for enforce support of minor children. Included are petitions, pauper's affidavits, summons and rule nisi, rules for contempt, orders, answers, depositions, interrogatories, other discovery papers, pleadings, transcript, judgments, motions, District Attorney's personal notes, notice of appeal, briefs and other related documents.**Date of Series:** Earliest: 1954; Latest: Ongoing

DISTRICT ATTORNEY'S CHILD SUPPORT (UIFSA OR URESA) UNDOCUMENTED CASE FILES

Schedule: 2010.1504

Consists of: 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.

Retention: Transfer to closed case files upon administrative determination that evidence is insufficient to obtain a judgment; then, hold in closed case files until end of calendar year; cut off at end of calendar year ; then, transfer to local holding area (if available) hold three (3) years; then destroy.

Date of Series: Earliest: 1975; Latest: Ongoing

PROSECUTOR'S DISMISSED MISDEMEANOR AND MISDEMEANOR TRAFFIC CASE FILES

Schedule: 2010.1505

Consists of: 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 require it – return original to clerk.

Retention: Retain three (3) years; hold in closed files for no longer than one (1) year; transfer to local holding area; then destroy.

ATTORNEY CASE FILES

Schedule: 2010.1506

Consists of: Records to documentation of agency attorney in advising and representing the agency.

Retention: Six (6) years, after settlement of case.

Retention: Cut off file series at the end of each calendar year; transfer to closed files when case is closed by court order or operation of law; then, hold in closed files to the end of calendar year; cut off at end of calendar year; then, transfer to local holding area (if available), hold three (3) years; then destroy.

Judicial Council of Georgia
Administrative Office of the Courts
244 Washington Street, SW • Suite 300
Atlanta, GA 30334
404-656-5171 • www.georgiacourts.gov



AGENDA ITEM MEMORANDUM

MEETING OF: January 6, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Municipal Court Smart Safe LOOMIS Safepoint Agreement

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. City of Mableton_Smart Safe Loomis Safepoint Agreement _Municipal Court_Memo_01.06.2026
2. 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: January 6, 2026
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 following paragraphs of this SafePoint® Agreement (the "Agreement") outline the agreements and understandings made by and between:~~

~~**LOOMIS ARMORED US, LLC**
LOOMIS ARMORED US, LLC ("LOOMIS")
a Texas limited liability company,
with offices at:~~

~~The **CITY OF MABLETON ("CUSTOMER")**,
a Georgia municipal 2500 CityWest Blvd., Ste. 2300
Houston, TX 77042~~

~~**City of Mableton GA**
("CUSTOMER")
a(n) corporation,
with offices at:
1400 Veterans Memorial Highway
Suite 134-200
Mableton, GA 30126~~

~~(both parties collectively referred to as the "Parties").~~

~~This Agreement expresses and outlines the services, roles, and responsibilities of the Parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. 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. These promises for such services and their related payments form the basis of this Agreement, made this 27 day of October, 2025 (the "Effective Date").~~

~~**A. Term:** As used in this Agreement, the term "CUSTOMER" expressly includes any agents designated by CUSTOMER. 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. The initial term of this Agreement will begin as to each safe, on the date of installation and shall continue for a period of five (5) years per safe ("Initial Term"). At the expiration of the Initial Term, this Agreement shall automatically be extended for successive like term periods unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then current term ("Renewal Term"). CUSTOMER agrees that LOOMIS is the exclusive provider for the services described in this Agreement during the Initial Term and any renewal terms. Except as expressly provided in this Agreement, this Agreement contains no provision for early termination in whole or in part, provided however, that (a) 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, and (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. LOOMIS may terminate this Agreement upon thirty (30) days written notice in the event of a material reduction or cancellation of insurance required pursuant to this Agreement.~~

~~**B. Additional Safe/Services(s):** CUSTOMER acknowledges and agrees that any safes added to this Agreement after the Effective Date shall be subject to independent term periods equal to the Initial Term starting on the date of safe installation plus any applicable Renewal Term.~~

~~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. If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. Before these other services commence, a written amendment, signed by LOOMIS and CUSTOMER, will be attached to this Agreement confirming these additional services.~~

C. Service Specifications: SERVICE SPECIFICATIONS

CUSTOMER and LOOMIS agree to the following ~~s~~Service ~~s~~Specifications:

1. Safe Specifications:

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

Unit Type # 1 Titan C Bulk Std 1250 Note_____

Unit Type # 2 [~~List Description Here~~]_____

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
Loomis Branch #		\$75,000 per shipment	_____per week (_____)	On or before six weeks from the date this Agreement is executed.		

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 ~~taxes and charges (e.g., fuel and Ancillary Items) due and payable as set forth in the terms and conditions 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

~~**Storage and Handling Fee:** A fee of \$275.00 per month per Safe will be charged starting on the month following the agreed upon Installation Date and shall continue until the month following the date that the Safe has been installed to offset the inventory storage, and handling cost associated with each unit. The Storage and Handling Fee shall only apply to the extent of installation delays arising from CUSTOMER'S delays or non-responsiveness.~~

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. ~~Over seven (7) minutes, 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. ~~Over fifteen (15) 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.

~~**Research and Supply Fee:** A fee of \$ 65.00 per hour plus supplies will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS.~~

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 in Urban areas within 20 miles of the City of Mableton, Georgia. ~~Additional fees apply for off-route and remote locations.~~

d. Sunday/Holiday Service: \$100.00 per trip, per within 20 miles of the City of Mableton, Georgia~~location.~~ ~~Additional fees apply for off-route and remote locations.~~

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.

Insurance Fee: An insurance fee of 7% will be charged for all service provided under this Agreement.

Bank Change Fee: ~~A fee of \$150.00 per location shall apply (4 to 6 weeks prior notice requested).~~

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: ~~The fees payable by CUSTOMER to LOOMIS for Services are described in this Agreement.~~

(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.

~~(3) Additional or Special Services. If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.~~

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. ~~CUSTOMER shall be responsible for any costs incurred by LOOMIS associated with delays and miscommunication associated with the Equipment installation date; and, if mutually agreed upon installation~~ appointments are not kept by CUSTOMER, CUSTOMER may incur reasonable costs associated with ~~Equipment~~ 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 ~~at CUSTOMER's cost and expense~~. In the event of loss or damage to the Safe, ordinary wear and tear resulting from proper use excepted, CUSTOMER shall, ~~at LOOMIS option~~: (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 ~~or any part thereof 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. ~~In the event that it becomes necessary, during, or at the end of the Agreement term for LOOMIS to take possession of and/or be required to remove the Safe, LOOMIS shall be entitled to reasonable reimbursement from CUSTOMER, of all expenses associated with removal and/or repossession of such Safe, and reasonable attorney's fees, if incurred to obtain appropriate authority for removal and/or repossession.~~

(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. ~~Regarding the Services, CUSTOMER acknowledges and agrees that LOOMIS' count of all funds verified shall be deemed correct and final.~~ 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) ~~monitored motion detection sensors covering the entire room where the Safe is located; and 3)~~ 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 ~~and video camera recorded surveillance on the Safe. Video surveillance recordings must be retained a minimum of thirty (30) days.~~ 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. ~~Within ten (10) days of LOOMIS' request, CUSTOMER agrees to fully reimburse LOOMIS for all amounts paid by LOOMIS to CUSTOMER's financial institution arising out of, or related to: 1) CUSTOMER's failure to maintain its obligations under this Agreement, including but not limited to, the obligations under this Section 1(c); or 2) any breach of this Agreement by CUSTOMER.~~ 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 ~~described-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. ~~CUSTOMER-The parties~~ agrees to notify ~~LOOMIS-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, ~~LOOMIS-neither party~~ shall incur ~~no~~ liability whatsoever (i) for losses arising from the misuse, abuse, malfunction or destruction of the Safe and/or bill validator(s) caused by ~~CUSTOMERthe opposite party, its-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' CUSTOMER,~~ its-employees, contractors, agents, directors or assigns, ~~(iii) from unexplained or ongoing patterns of loss, including losses arising from repeated or similar events, as defined or determined by LOOMIS in its sole discretion,~~ or (iiiiv) 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 ~~LOOMIS-EITHER PARTY~~ BE LIABLE TO THE ~~OTHER-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.; ~~SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR A CARGO LOSS, WHICH IS SUBJECT TO THE MAXIMUM LIABILITY COVERAGE AMOUNT SPECIFIED HEREIN, IN NO EVENT SHALL LOOMIS' LIABILITY TO CUSTOMER EXCEED THE SERVICE FEE PAID BY CUSTOMER TO LOOMIS FOR THE SERVICE OUT OF WHICH THE ALLEGED LIABILITY AROSE.~~

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 ~~thirtyfour~~ (304) 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 ~~be signed and received on company letterhead and~~ contain a brief description of the loss to include: date of service/date of loss ~~and;~~ claim amount; ~~Loomis branch performing service, customer contact information with payment instructions and supporting documentation if available at the time of notice.~~ 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 ~~LOOMIS-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. ~~CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).~~

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 ~~in its sole~~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 ~~LOOMIS-neither party~~ shall ~~not~~ 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 ~~by LOOMIS~~, 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; ~~or other conditions or circumstances beyond LOOMIS reasonable control.~~

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 settled by arbitration under the then current rules of the American Arbitration Association. The arbitrator shall be chosen from a panel of~~

~~persons knowledgeable in the fields of financial institution security operations and armored car services. CUSTOMER and LOOMIS agree to equally share in the cost and fees of this resolution process. The decision and award of the arbitrator shall be final and binding. Judgment upon the award so rendered may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be held in Houston, Texas 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. ~~ALL OBLIGATIONS OF LOOMIS UNDER THIS AGREEMENT SHALL BE VOID IF CUSTOMER IS IN BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.~~

For Validated Cash, LOOMIS guarantees that the amount reflected on any Safe's audit report will accurately reflect the contents of the Safe. ~~LOOMIS shall not be responsible or liable for any consequential, indirect, punitive, lost profits or similar damages or losses caused by a malfunction, software failure or failure of equipment to work properly for any reason whatsoever.~~

10. INDEMNITY

~~———— To the maximum extent permitted by applicable law, CUSTOMER shall release, indemnify, defend and hold harmless LOOMIS from all claims, costs or expenses arising out of any third party's or government's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in LOOMIS' custody. LOOMIS agrees to give CUSTOMER prompt notice of any such claim, suit, demand or seizure and to provide CUSTOMER reasonable cooperation on the defense.~~

101. 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. The parties agree that any early termination of this Agreement by CUSTOMER would cause Loomis to incur monetary damages which are difficult or impossible to estimate. If CUSTOMER terminates this Agreement prior to the expiration of the term of this Agreement, CUSTOMER shall pay to LOOMIS liquidated damages ("Termination Fee") equal to seventy-five percent (75%) of the charges for each location multiplied by the remaining months contained in the initial or renewal term, as the case may be. The parties agree that this Termination Fee is a fair and reasonable estimate of the monetary damages incurred by LOOMIS as a result of early termination or breach of the Agreement by CUSTOMER. The parties agree that the Termination Fee is a form of liquidated damages and is not a penalty.~~

If (i) LOOMIS fails to perform any material obligation under this Agreement and such failure continues for ~~thirtysixty~~ (3060) 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.

~~b. If CUSTOMER terminates this Agreement, or its Agreement with LOOMIS for cash and/or armored car service(s) with regard to such Safe, prior to the end of the term, or fails to pay any invoices or other amount herein, or if CUSTOMER fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by CUSTOMER, LOOMIS shall have the right to exercise any one or more of the following remedies: (a) to declare the entire earned amount hereunder immediately due and payable without notice or demand to CUSTOMER; (b) to sue for and recover payments, then accrued or thereafter accruing; (c) to take possession of the Safe, without demand or notice, wherever same may be located, without any court order or other process of law; (d) to terminate this Agreement; or (e) to pursue any other remedy at law or in equity. If there are losses arising from repeated similar loss events, as determined by LOOMIS in its sole discretion, then LOOMIS shall have the right to (a) to sue for and recover payments, then accrued or thereafter accruing and unrecovered expenditure to install and de-install the Equipment; (b) to take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law; (c) to terminate this Agreement; or (d) to pursue any other remedy at law or in equity. CUSTOMER hereby waives any and all damages occasioned by the removal and taking of possession of the Safe. Notwithstanding any repossession or any other action which LOOMIS may take, CUSTOMER shall be and remain liable for the full performance of all obligations on the part of the CUSTOMER to be performed under this Agreement. All of LOOMIS' remedies are cumulative, and may be exercised concurrently or separately.~~

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. ~~All costs and expenses associated with filing of LOOMIS security interest in the Safe shall be at the sole expense of CUSTOMER.~~

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; including but not limited to the following non-warranty issues: abuse, damage to cassettes due to mishandling, tube/coin jams, bill jams, screen protector damage or replacement, network or phone line related problems, damage due to spillage or infestation, equipment resets, phone fixable problems, user programming problems, equipment upgrades, printer jams or printer issues related to incorrect paper type; along with any repairs or service call arising out of CUSTOMER's negligence, willful misconduct, or failure to perform any material obligation within this Agreement or normal CUSTOMER preventative maintenance.~~ 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;~~
- ~~(4)(2)~~ information which was already known by, or already in the possession of, Receiving Party prior to receipt from Disclosing Party;
- ~~(2)(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
- ~~(3)(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 ~~Texas-Geprgia~~ 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) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law;~~ ~~(jk)~~ shall not be deemed to have been drafted by either party; ~~(kl)~~ 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; ~~(ml)~~ does not make either party the agent, fiduciary or partner of the other; ~~(am)~~ does not grant either party any authority to bind the other to any legal obligation; ~~(en)~~ does not intend to nor grant any rights to any third party and ~~(po)~~ 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: January 6, 2026

DEPARTMENT: [DEPARTMENT]

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

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. City of Mableton_Agreement for the Rendition of Services of Solicitor _Municipal Court_Memo_01.06.2026
2. Mableton Solicitor Agreement (F. Broady) Rev. 12.8.25



The City of Mableton Memorandum

To: Honorable Mayor & City Council
Cc: City Manager William Tanks
From: Court Administrator Mallory Minor
Date: January 6, 2026
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 City's Municipal Court (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 (\$250)** on grounds that they are anticipated to exceed more than two hours of time shall be subject to written approval by the City's 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 **Two Hundred Fifty Dollars (\$250)**.
 - (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)
City Clerk

Approved as to form:

Emilia Walker-Ashby, Interim City Attorney



AGENDA ITEM MEMORANDUM

MEETING OF: January 6, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval of December 8, 2025 Work Session Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. December 8, 2025 Work Session Minutes



CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
December 8, 2025 at 6:00 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 MINUTES

1. CALL TO ORDER

Mayor Owens called the meeting to order at 6:33 pm.

2. ROLL CALL

City Clerk Hiott conducted the roll call and a quorum was present. Councilmember Davis arrived shortly after roll call.

3. INVOCATION

City Manager Tanks led the Invocation.

4. PLEDGE OF ALLEGIANCE

Councilmember Brown led in the Pledge of Allegiance.

5. APPOINTMENTS

a. Appointment to the License Review Board and Administration of Oath - Mayor Owens

Mayor Owens administered the Oath of Office to his appointee, Andres Herazo. He provided a brief overview of the Board and its importance. Mayor Owens confirmed that, because Mr. Herazo is a new appointee and not a replacement, a vote is required.

Motion made by Councilmember Ferguson to approve the recommendation of appointment by Mayor Owens of Andres Herazo to the License Review Board. Councilmember Brown seconded the motion. The motion carried 7-0.

Mayor Owens thanked Mr. Herazo for his commitment to service. City Clerk Hiott reminded Council that if anyone has a pending appointment, there is an item on the regular meeting agenda to do so. Councilmember Ferguson confirmed that all individuals submitted for appointment have been sworn in. City Clerk Hiott confirmed.

Mayor Owens confirmed that there is one vacancy for District 6 on this board, and that

Councilmembers McNeely and Brown will need to make their appointments. City Clerk Hiott confirmed with the City Attorney that any individual being reappointed will be required to retake the oath. Attorney Walker-Ashby confirmed.

6. PRESENTATIONS

7. AGENDA ITEMS AND DISCUSSION

a. A Resolution Approving The Municipal Court of Mableton Fee Schedule — Court Administrator Mallory Minor

Mayor Owens recognized Court Administrator Mallory Minor, who shared details of a tragic event that occurred in the City of Tifton and asked for prayers.

She continued with the presentation of a resolution supporting the approval of the municipal court fee schedule, which authorizes the Municipal Court to recommend fees to Council to help offset the court's operational costs. The fee schedule and resolution are included in the agenda packet for the record.

Mayor Owens asked what forms of payment would be accepted. Administrator Minor stated that credit cards (online) or money orders would be accepted, but not cash. She pointed out the difference between the administrative fee schedule and the fine fee schedule, and noted that a separate resolution regarding the City's citation fees would be brought before Council at a later date.

Councilmember Jeffcoat asked if this list is exhausted of the fees and if there would be a processing fee. Administrator Minor noted that there is a nominal fee for credit card processing, but she will defer to the Finance Department. She negotiated a fee with Justice One for a 4% fee in office and 6% fee out of office for processing payments.

Councilmember Herndon asked for clarification on the Open Records fee. Administrator Minor explained that the court encourages e-copies and provided the fee for those. She further clarified other proposed fees, highlighting several, including the fee for copies of citations, certified copies, contempt fee, failure-to-appear fee, disposition fee, and warrant fee.

Administrator Minor noted that the Municipal Court will offer criminal background checks and that all staff will be GCIC certified to perform these checks. She also mentioned that the court will eventually provide an opportunity to educate offenders as a means of addressing specific citations, with an associated fee.

Councilmember Herndon asked whether an individual already certified as a notary in Cobb County would need to be certified by the City if they live within city limits. Administrator Minor clarified that notary applications are always approved by Cobb Superior Court, but a city notary license may be required in specific cases.

Councilmember Brown asked whether the fees are standardized across cities. Administrator Minor confirmed that the fees are not only aligned with the standard but are lower. Councilmember Herndon requested clarification on the charging of fees for Open Records requests, specifically for records that require more than the allotted 15 minutes to process.

Administrator Minor elaborated.

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

Administrator Minor explained that this item is a resolution to adopt a records' retention policy along with an additional judicial branch retention schedule. This schedule is used by every court in Georgia, published by the Judicial Council of Georgia and the Administrative Office of the Courts, and is compliant with ALC rules and the Supreme Court of Georgia. She also noted that next year a webinar will be held with the Georgia Archives, that will allow the public to ask questions.

Mayor Owens encouraged the adoption of paperless operations. Administrator Minor explained that paper may still be necessary in certain instances, specifically for citations. Mayor Owens tasked City Manager Tanks with ensuring that paper usage is minimized. Administrator Minor confirmed that the Court's software is capable of going paperless and allows documents to be signed electronically, noting that the only paper required would be for citations, which can also be digitized at a later date.

Councilmember Ferguson asked about the microfilm format and the reader printer language within the resolution (Item #3). Administrator Minor explained that the language may refer to the Superior Court and should not be required of the Municipal Court.

c. Municipal Court Smart Safe LOOMIS Safepoint Agreement - Court Administrator Mallory Minor

Administrator Minor introduced the Loomis Safepoint Agreement, a secure automated management software system designed to streamline the daily cash handling operations of the Municipal Court. She noted that a company representative would present to the Council at the January 6th meeting. The agreement has been reviewed by the City Attorney and is expected to cost \$349.26 per month. She highlighted the system's enhanced security features, including the ability to run tills accurately, make real-time deposits, and have the contracted service handle weekly bank runs.

Councilmember Ferguson asked whether the agreement is annual or month-to-month. Minor explained that payments are made monthly, but the agreement spans one year. Mayor Owens noted that the agreement does not specify a term, but it allows termination with 90 days' notice. Administrator Minor stated that she will confirm the term for the January 6th meeting. The City Attorney confirmed that she has reviewed the agreement.

d. Agreement for the Rendition of Services of Solicitor for the Municipal Court of Mableton, Georgia - Court Administrator Mallory Minor

At the recommendation of the City Attorney, Council will discuss this item in Executive Session. Administrator Minor noted that Solicitor Flynn Brodey was present. This item was added to the Consent Agenda for the Dec 10th regular meeting.

e. PTO New Hire Resolution - Human Resources Director Jeanne Pope

Mayor Owens announced the item and recognized Director Pope, who provided the presentation and thanked the Mayor, Council, and residents for their time.

Director Pope explained the proposed Advanced PTO Policy, noting that its goal is to remain attractive—not just competitive—while supporting work-life balance. She outlined the process, stating that non-directorial staff will receive up to 40 hours of advanced PTO, while directorial staff will receive 80 hours of advanced PTO applied retroactively. She clarified that the advanced PTO is separate from accrued PTO.

Director Pope further explained that employees must remain employed for one year to avoid repayment of advanced PTO. She noted that there will be oversight and required authorization from the employee's department director. She explained the process for forfeiture of an advanced PTO. She noted that the policy will be added to the employee handbook and has been reviewed by the City Attorney. She highlighted that there is little to no fiscal impact and requested that this item be placed on the consent agenda for the Wednesday regular meeting.

Mayor Owens asked whether the policy would impact start dates for new hires and asked about consistent start dates or cohorts. Director Pope confirmed that there are established start dates for orientation. Councilmember Ferguson asked whether the annual accrued PTO would change, and Director Pope stated that it would not. He also asked whether the policy applies only to salaried positions, and she confirmed that it applies to all full-time employees.

Councilmember Jeffcoat asked whether the advanced PTO would roll over, and Director Pope confirmed that it could, noting that up to 480 hours of PTO can be rolled over. Councilmember Brown asked whether the accrued PTO also rolls over, and Director Pope confirmed that it does. Councilmember Herndon asked if an advanced PTO is in addition to an accrued PTO, and Director Pope confirmed that it applies only to new hires and serves as a safety net. Councilmember McNeely asked whether a PTO donation option would be available. Director Pope explained that this option will be implemented with the new payroll system and will require an application process.

City Manager Tanks clarified that the 480-hour rollover applies over the course of an employee's career, and Director Pope noted that this is in accordance with FMLA. Director Pope requested that this item be placed on the Consent Agenda. Councilmember Ferguson asked whether the policy would be shared publicly for recruiting purposes, and Director Pope confirmed that the information will be included in recruitment efforts.

f. Communications Policies - Communications Director Gregory Woods

Mayor Owens announced the item and recognized Director Woods. Director Woods reviewed the first cohort of policies for the City's internal and external communications. The presentation is available on record.

The policies included are as follows:

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)

He noted that these policies set a standard 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

Director Woods requested that this item be placed on the Consent Agenda for the Regular Meeting. Mayor Owens opened the floor for Council questions. Councilmember Ferguson requested clarification on the approval process for publishing, specifically which types of publications require approval and through which process. Director Woods explained that all published materials will follow a “two sets of eyes” policy, which includes review by a department head or a member of the Communications Department. She also noted that the policy will be updated to include a specific list of publications requiring approval from the City Manager.

Councilmember Ferguson also asked about the draft status of the policy. City Attorney Walker-Ashby confirmed that it is standard practice for all departments to keep policies in draft form until they receive official approval from Council.

g. Resolution to Adopt FY 2026-2027 City Wide Fee Schedule - Administrative Supervisor Lily Smith

Mayor Owens announced the item and recognized Supervisor Smith. Mrs. Smith provided an overview of the resolution to approve the FY 2026–2027 City fee schedule. She explained that this is a formal process to create a comprehensive, centralized schedule of all City fees and noted that all fees included have been previously approved. She requested that the item be placed on the Consent Agenda if approved.

Mayor Owens noted that it is a common practice among municipalities to consolidate fees—excluding court fees—into a single location. He clarified that the resolution does not change the existing fee structure but streamlines it. He confirmed that the item will be placed on the Consent Agenda for the Wednesday regular meeting.

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

Mayor Owens announced the item and recognized Director Ellis. She noted that the FY 2024–2025 spending plan was adopted in September 2024 as the first semi-budget established prior to the City’s transition. While the plan supported certain assumptions, it did not fully account for actual expenditures. This routine amendment is intended to align the City’s fiscal year with actual outcomes for audit purposes. Director Ellis highlighted that the net effect on the City’s budget is zero, as funds were reallocated from other surplus areas. She detailed all necessary amendments to include the following:

Revenue Amendments: (approximate)

- TAVT Tax – decreased from 3.3 mill to 2.9 mill
- Franchise Tax for Electric – decreased from 2.7 mill to 1.8 mill
- Natural Gas – decreased from 749k to 555k
- TV – increased 190k (previously not accounted for)
- Business Occupational Tax – increased from 1.4 mil to 2.6 mil
- Business and Sign Permits – decreased from 1.2 mil to 299k
- SWB Charges – increased 275k (previously not accounted for)
- Interest Revenue – increased 75k (previously not accounted for)

Expenditure Amendments: (approximate)

- Risk Management – increased 17k (previously not accounted for)
- Facilities – increased from 810k to 1.2 mil
- General Administration – increased 30k (previously not accounted for)
- Parks & Recreation – decreased from 1.8 mil to 1.1 mil
- Economic Development – increased 20k (previously not accounted for)
- Data Processing/IT – decreased from 932k to 475k

Director Ellis provided a brief explanation for each category increase or decrease. Councilmember Herndon noted that the total revenue amendment should be \$681,000, but it was currently listed as \$756,000. Director Ellis acknowledged the error and stated that the figures would be updated to reflect the correct amount. Accordingly, the Parks and Recreation category will be revised to read “from \$1,816,854 to \$1,135,854, a decrease of \$681,000,” which will balance.

Councilmember Jeffcoat requested clarification regarding the decrease in the Parks and Recreation category. Director Ellis explained that the reduction was due to vacancies in salaries and technology expenditures.

Mayor Owens asked about the increase in Business and Sign Permits. Director Ellis provided an explanation. Councilmember Ferguson asked about the General Fund and how court and other fees are reflected. Director Ellis noted that those amounts will be adjusted either through a mid-year budget amendment for FY 2026 or at the end of the fiscal year to

reflect actual figures.

i. Presentation on the International Property Maintenance Code (IPMC) - Code Enforcement - Jerry Silver, Code Enforcement Supervisor

Mayor Owens announced the item and recognized Code Enforcement Supervisor Jerry Silver. City Attorney Walker-Ashby clarified that this item is not a First Read but a discussion. Mr. Silver provided a presentation reviewing the International Property Maintenance Code (IPMC), including:

- Adoption process & Legal Principles under the Fourth Amendment
- Enforcement Authority & Procedures
- Notices of Violations & Ethics

Supervisor Silver highlighted that the goal of the IPMC is to achieve compliance. Mayor Owens asked how it differs from current procedures. Supervisor Silver explained that the code allows enforcement to take additional steps to ensure compliance, including inspections inside properties. He confirmed that this is a standard process. Supervisor Silver noted that this process will allow the City to clarify the IPMC already in place, providing residents with a better understanding of expectations. Mayor Owens asked whether a change to the code would require an update to the Ordinance, and City Attorney Walker-Ashby confirmed that any change would require an amendment.

Councilmember Ferguson requested clarification on “windshield cases,” in which violations are issued to residents without direct contact. He also asked how responsibility is determined between the resident and other local entities. Supervisor Silver explained the process used to determine responsibility in such cases.

Councilmember Brown asked how this process would allow Code Enforcement to enter a property to determine a deficiency. Supervisor Silver explained that the tenant would provide access to Code Enforcement officers to observe the issue, after which a citation would be issued to the property owner. Councilmember Brown noted the connection to the recently passed Safe and Healthy Residence Ordinance. City Manager Tanks highlighted that this process will close loopholes and allow the City to pursue violations through adjudication. City Attorney Walker-Ashby noted that the item will return to the Council after she and Supervisor Silver finalize the specifications to be included.

Councilmember Herndon asked if this would be an appendix to the City’s Ordinance. City Attorney Walker-Ashby explained that the adoption would clarify existing regulations, reduce ambiguity, and streamline reference to the IPMC, which is already included in the City’s technical codes. She noted that subsection 8.3.1.1 references “technical codes,” which includes the IPMC, but the public often does not review the specific code noted in the definition.

City Manager Tanks recognized Court Administrator Minor, who requested that the version of the code used be referenced in the ordinance. City Attorney Walker-Ashby confirmed.

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

Mayor Owens recognized Director Hughes, who introduced the item and provided a brief overview. Director Hughes recognized Manager Wheeler, who provided further details. Manager Wheeler noted that the applicant revised the rezoning request from seven lots to six. The applicant seeks to rezone 4 acres from R-20 to R-15 to develop six single-family detached lots at 6851 Queen Mill Road (Tax Parcel 18040500240).

Manager Wheeler displayed the proposed site plans and elevations, noting that the applicant is willing to include 25% brick on the front façades. He outlined the zoning criteria used to evaluate the rezoning request. Planning staff recommended approval with ten conditions, and the Planning Commission also recommended approval with additional conditions, as detailed in the packet on record.

The floor was opened for Council questions. Councilmember McNeely asked Manager Wheeler to address recommendations #5 and #6 regarding intersection sight distance and improvement of the curve. Manager Wheeler noted that during the initial review of the application, there were concerns regarding intersection sight distance and the curve. The applicant revised the plan, including a clearing and revised grading plan, which was approved by Cobb DOT. He added that there are still public concerns about the curve, and acknowledged the letter Council received expressing those concerns.

Councilmember McNeely raised questions regarding an easement agreement between the developer and the property owner. Manager Wheeler explained that the easement relates to Cobb County Sewer access along Queens Mill or Cordell. Cobb County has not yet determined the preferred route but will review it if the rezoning and land disturbance processes are approved. The applicant is working on an easement to provide access through both options.

Councilmember Jeffcoat asked whether there are any additional safety concerns from the County. Manager Wheeler confirmed that, aside from clearing and grading requirements, there are none regarding ingress and egress to the site.

Councilmember Herndon asked whether there are measures to ensure the easement will continue to be maintained for safety. Manager Wheeler confirmed that the easement agreement will be reviewed through the permitting and land disturbance process to ensure it meets standards. He also noted that if the property changes ownership, the same restrictions will remain in effect.

Councilmember Davis asked about the reduction of the plan to six lots. Manager Wheeler explained that the detention pond was moved inside the property. He also noted that the applicant requested a variance to reduce the setback from 35 feet to 20 feet, which staff deemed acceptable.

Councilmember Herndon asked who would be responsible for maintaining the detention pond. Manager Wheeler explained that it would typically be deeded to the HOA, which is standard practice for maintaining easements and common areas in a subdivision.

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

Mayor Owens recognized Manager Wheeler, who provided additional information regarding REZ 2025-005 at 4470 Floyd Drive. Manager Wheeler stated that the applicant is requesting to rezone 0.5 acres from R-20 (Single-Family Residential) District to RD (Residential Duplex) District. He noted that the proposed development will consist of a 5,440-square-foot residential duplex. The application and presentation materials are available in the agenda packet on record.

Manager Wheeler noted that the property has frontage on both Wysteria Drive and Floyd Drive, but access will be from Floyd Drive due to a culvert on Wysteria Drive. He stated that the future land use is designated as low-density residential and provided details on the future land use of surrounding properties. He also shared the proposed site plan, elevation, and an aerial map, all of which are available on record.

Manager Wheeler noted that access will be from Floyd Drive and presented the criteria for approval. Both staff and the Planning Commission recommend approval, with nine staff stipulations and additional Planning Commission stipulations, as listed:

- No short-term rental (STR) uses are permitted on the subject property.
- The garage shall not be converted or used as separate living space.
- Three canopy trees for each unit shall be planted before a Certificate of Occupancy is issued.
- Sidewalk, curb and gutter must be constructed; no payment in lieu is permitted as mentioned in DOT comments.

Councilmember Brown asked about an HOA, and Manager Wheeler confirmed that the property is fee simple for personal use. Councilmember Ferguson asked about parking standards for RD zoning and potential parking issues. Manager Wheeler explained that each unit has a 2-car garage, a shared driveway, and one required space per unit; street parking would be at the owner's discretion.

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

Mayor Owens introduced the item and recognized Manager Wheeler. Manager Wheeler noted that this is a request to rezone the former Regal Movie Theater at 2480 East-West Connector (Tax Parcel 19078800140) for use as a home and garden store exceeding 1,000 sq. ft. The applicant, Rural King, a nationwide home and garden supplier, proposes a 1,200 sq. ft. outdoor display. The display will include small trailers, tractors, lawn mowers, a nursery, and seasonal items, with landscaping to screen it from public view. An aerial map

was presented. Staff found the request reasonable and recommended approval with the listed conditions.

Councilmember Herndon asked for clarity on the kinds of equipment that would be on display outside. Manager Wheeler clarified. Staff has met with the applicant many times concerning the proposed project as well as current code violations on the vacant property. He indicated that they are heavily invested in improving the site. Councilmember Ferguson asked about the maintenance of the entrances. Manager Wheeler noted that major improvements will not be possible until the project has been fully approved, but they have plans for improvements. Code Enforcement Supervisor Silver noted the applicant has addressed some code issues, including gates, signs, and overnight parking. Full compliance is required as a condition of approval.

Councilmember Ferguson asked if there is a plan to build a structure for the outside displays. Mr. Wheeler stated that there would be a pen but no structure. Councilmember Herndon asked how this company differs from other home and garden stores; Manager Wheeler noted it will operate more like a tractor supply store. Councilmembers Ferguson and Herndon requested the rendering be sent to them. Councilmember Brown asked whether the location would sell weapons; Manager Wheeler confirmed it would not. Councilmember Ferguson asked about fencing and gates; Manager Wheeler stated the fence would be vinyl-clad. He also confirmed that renovations will occur within the existing building, which will not be demolished. Councilmember Davis expressed concerns about the compatibility and viability of the business in relation to other large-scale businesses in the area.

Manager Wheeler noted that the applicant went through a bidding process and is confident in success. Staff expressed concerns about the business aesthetics and requested the rendering when available. He clarified that as a “change in conditions” item, this request bypasses the Planning Commission and goes directly to Council. Staff stipulations, including code compliance requirements, will be included in the official packet, and Director Hughes noted that Council may require additional stipulations. City Manager Tanks asked whether staff would recommend approval without stipulations; Manager Wheeler responded that stipulations serve as guardrails, and staff would not recommend approval without them. He noted that without stipulations, blanket approvals could allow applicants to act freely rather than in the City’s best interest.

Manager Wheeler emphasized that Council’s consideration is limited to the 12,025 sq. ft. outdoor display area, including a pen. The applicant retains rights to the building itself due to a buy-right use from the auction. The City’s authority is limited to enforcing zoning commercial development standards for architectural requirements.

Councilmember Herndon asked why the City does not have more control over commercial building aesthetics. Manager Wheeler confirmed that the City regulates aesthetics through the Code of Ordinances via commercial architectural requirements. Councilmember Ferguson requested clarification on the area intended for seasonal displays.

m. License Review Board Appointment Process - Community Development Director

Michael Hughes

Mayor Owens recognized Director Hughes, who provided an overview of the item and described the current license review process. He noted that Council adopted an alcohol ordinance (20205-08-01, Chapter 5 – Alcohol) establishing code provisions and a License Review Board. He detailed the duties of the board and emphasized its role in safeguarding public health and safety as the gatekeeper for alcohol sales in the City.

He noted challenges in achieving a quorum of board members, which has affected the City's ability to conduct routine business regarding alcohol sales. He emphasized that a timely resolution is important, as these matters impact the livelihoods of business owners.

He noted that the board is composed of seven appointed members—one from each district and one appointed by the Mayor. Currently, the District 6 seat is vacant, and appointments are pending for Districts 2 and 4 following the seating of new Councilmembers.

Director Hughes presented the following options for Council's consideration:

- Three members appointed by the Mayor and ratified by a majority of the Council.
- Five members: a Finance employee, a Community Development appointee, a City employee or resident appointed by the City Manager, a resident appointed by the Mayor, and a resident appointed by the Council.
- The Mayor may appoint an individual if a timely decision is not made.

Director Hughes stated that if Council is interested in any of the proposed options, he can present a formal recommendation in the New Year. Mayor Owens noted that at the start of Cityhood, other options were considered, including the involvement of individuals with specific expertise. He noted that additional people may help the quorum issue.

Councilmember Ferguson asked about including Mableton business owners instead of residents, and Director Hughes noted this could present a potential conflict of interest. Councilmember Jeffcoat inquired if the options were prompted by frequent absences at meetings, and Director Hughes confirmed, emphasizing the goal of acting efficiently given the impact on people's livelihoods. Councilmember Herndon mentioned a few of the setbacks she has experienced with finding someone to fill the vacant role for District 6 and expressed interest in other options.

Additional discussion focused on the proposed options. Mayor Owens suggested that if the board is expanded, it should include members with relevant expertise and emphasized the importance of attendance. Director Hughes will present the options in writing.

Director Hughes proposed allowing Council more time to review zoning cases.

Acknowledging the lengthy public hearing process, he suggested dedicating one meeting per month to rezonings and entitlement cases. This would provide more time to review case details and help reduce late-night meetings.

City Manager Tanks explained that zoning and land use are not common terms, and the goal is to make Council better informed. He suggested using the Monday before the second meeting each month to review zoning cases. Councilmember Ferguson asked whether zoning issues would be delayed until the monthly review meeting and whether this would

slow development. Councilmember McNeely responded that the process needs more time for thorough review by staff, Council, and residents, which could ultimately benefit the city. Additional discussion followed. City Manager Tanks noted the trade-off between a slower process, which allows everyone to become well-informed, and a quicker process that benefits developers.

Mayor Owens expressed concern about “stockpiling” cases by holding meetings once a month but acknowledged that the City cannot move faster without greater knowledge. Councilmember Brown asked how Council could ramp up their understanding, and Mayor Owens suggested additional training. Discussion followed on when rezoning case information should be made available and shared between staff and Council. Councilmember Ferguson emphasized the importance of staff engaging the community to provide well-rounded information and noted the emotional aspects of zoning cases. City Manager Tanks reminded Council to focus on technical aspects, and Councilmember Ferguson suggested educating residents on the technical details to reduce emotional tension.

Mayor Owens added that Council should be notified when information is available. Councilmember Herndon noted she defers to the Councilmember representing the rezoning district in question to educate others and take ownership of the item. Councilmember Ferguson also requested that zoning staff avoid using acronyms while the Council is still learning.

8. PRE REGULAR MEETING AGENDA REVIEW

Mayor Owens led a review of the proposed agenda items for the Regular Meeting on Wednesday, Dec 10th, 2025.

- 6c – He noted that the rezoning item that was deferred to the Jan 2026 hearing – REZ-2025-006 – Tax Parcel 18020100030 (Old Alabama Rd) and Tax Parcel 18025800020 (Cordell Rd) – Request to rezone 22 acres from R-20 to RA-6 for the development of 101 single-family detached homes.
- 8a – He noted the appointment of the Code Enforcement Director.
- 10 – He reviewed the consent agenda items.
- 12a – He noted the Interim Comprehensive Plan item, with a focus on the word interim. He requested Director Hughes resend the plan to all Council for a refresh. He noted this originated as Cobb’s Comprehensive Plan, but this is an updated version. Councilmember Ferguson asked if a zoning code amendment would be needed to acknowledge new zoning districts; the City Attorney confirmed.
- 12c – Resolution creating a Public Safety Service District after substantial discussion with the County since May. It is now coming back before the Council. The City Attorney will provide a document for the record following discussion with the Council due to litigation.

9. ANNOUNCEMENTS

City Manager Tanks noted that staff plans to provide food before Council meetings rather than after, allowing Council to focus on business during Executive Session. Mayor Owens asked if this change was due to meeting length, and City Manager Tanks confirmed.

City Clerk Hiott reminded Council that Campaign Contribution Disclosure Reports (CCDR) are due December 31, with a grace period until January 8.

City Manager Tanks noted that New Year's Eve is not currently a City holiday for 2026 and suggested that Council consider approving it through an amendment to the resolution. City Clerk Hiott confirmed that the City will be closed on New Year's Eve 2025.

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))

Motion to go into Executive Session by Councilmember Ferguson and seconded by Councilmember Jeffcoat for litigation, personnel and real estate. The motion passed 7-0. Yeas: Davis, McNeely, Jeffcoat, Owens, Brown, and Herndon (9:24 pm)

Motion to exit Executive Session by Councilmember Jeffcoat and seconded by Councilmember Herndon. The motion passed 7-0. Yeas: Davis, McNeely, Jeffcoat, Owens, Brown, and Herndon (11:58 PM)

11. ADJOURNMENT

Motion made to adjourn by Councilmember Jeffcoat and seconded by Councilmember McNeely. The meeting adjourned at 11:59 PM.

Dr. Michael Owens, Mayor

Susan Hiott, City Clerk



AGENDA ITEM MEMORANDUM

MEETING OF: January 6, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval of December 10, 2025 Regular Meeting Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. December 10, 2025 Regular Meeting Minutes



CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
December 10, 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 REGULAR MEETING MINUTES

1. CALL TO ORDER

Mayor Owens called the meeting to order at 6:40 p.m. He mentioned there was a previous December 8 Monday work session where most of the items were discussed.

Mayor Owens acknowledged and welcomed the two newest councilmembers Michael McNeely of District 2 and Cassandra Brown of District 4. This is their first regular meeting. There will be a swearing-in ceremony on January 6th.

2. ROLL CALL

City Clerk Hiott conducted the roll call. All councilmembers were present.

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

Led by Army Veteran and Councilmember Michael McNeely.

5. APPROVAL OF AGENDA

Motion was made by Councilmember Jeffcoat and seconded by Councilmember McNeely to approve the agenda as written. The motion carried 7-0.

6. PUBLIC HEARINGS

- a. **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 - (Second Read) - Community Development Director Michael Hughes**

Mayor Owens recognized Community Development Director Michael Hughes who announced the item and then recognized Zoning Manager Chris Wheeler. Mr. Wheeler provided additional information about REZ 2025-005, 4470 Floyd Drive.

The application and presentation information are available in the agenda packet.

The presentation by Mr. Wheeler included:

- The applicant is Theodore Bullard, and he was present for the hearing.
- The applicant is requesting to rezone 0.5 acres from R-20 (Single-Family Residential) District to RD (Residential Duplex) District.
- The ariel photo was shown. Future Land Map was shown.
- Mr. Wheeler described the location and presented the proposed site plan.
- The proposed development will consist of 5,440 square feet for a residential duplex.
- A proposed elevation of the duplex was shown.
- The Zoning Ordinance criteria was shown.
- The Planning Staff Recommendation/Opinions were shown.
 - The Planning Commission additional stipulations were shown.
 - No short term rental (STR) uses are permitted on the subject property.
 - The garage shall not be converted or used as separate living space.
 - Three canopy trees for each unit shall be planted before Certificate of Occupancy will be issued.
 - Sidewalk, curb and gutter must be constructed; no payment in lieu is permitted as mentioned in DOT comments.
- Staff and Planning Commission recommend approval.

Mayor Owens opened the public hearing. He recognized the applicant.

Applicant Theodore Bullard came forward to the podium. He reported that he owned the property that was purchased in April 2022. He owns property behind it and has lived at 1118 Hisbiscus Way since 2019. He lives in the same community. He was Director of Boys and Girls Home on Floyd and Fontaine Road and now is a full-time professor at Kennesaw State University. He described why he believed the Rezoning is in a good location and provided affordable housing. He had a community meeting at the church near the location. He mentioned three conditional/stipulations items that he felt were overreaching. He named the HVAC location requirement, the no short-term rentals, and requiring three trees for each unit.

He was OK with the other conditions other than #7, #10, and #12.

Mayor Owens asked for public comment for anyone who approved the application. There was none

Mayor Owens asked for those in opposition. Those who spoke were:

Steve Jngk of the Mableton Improvement Coalition stated he had some caveats that were mentioned in the Planning Commission recommendations. He would like to see them all pass. He urged that the Planning Commission stipulations be approved.

Other opposition.

- Anita Hewitt of 1157 Parktown Drive, Concord Trails lives in the area where the applicant is expected to build the duplex. She commented about the community being zoned single family residential. She expressed concerns naming

incompatibility to an existing area that has a single-family zoning character and traffic and infrastructure.

- Ms. Milton asked that the City not allow the duplex to be a short-term rental.
- Latonya who also lived in the Parktown Drive area, expressed concerns about overburdening the area's infrastructure.

Mayor Owens asked if there was anybody else who would like to speak. There was none.

The applicant, Theodore Bullard, commented that the homes in the area were three-story town homes that have over fifty units compacted in an area. His home was on .17 acre. The multi-family townhomes affect infrastructure. He spoke about coaching the children in the neighborhood and understood the community was close-knit. His duplex has a shared wall that is a garage wall. He continued to explain how larger developments affect traffic and infrastructure. He pointed out that the townhomes have their dogs coming in his yard and the townhomes do not have trees.

Per questioning by Councilmember Herndon, Mr. Bullard stated he did not have the intention of doing short-term rental. He pointed out that every single homeowner can apply for a business license to have short-term rental.

From the record, Chris Wheeler named the stipulations that Mr. Bullard was in contention with:

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.

#10 — No short-term rental (STR) uses are permitted on the subject property.

#12 — Three canopy trees for each unit shall be planted before Certificate of Occupancy to be issued.

Questions followed:

- Councilmember Ferguson inquired about the reason for having three canopy trees before a Certificate of Occupancy was issued. Mr. Wheeler stated it is a common practice for developers to place canopy trees on single-family homes.
- Councilmember Brown referenced elevation 1 and 2 and asked which elevation would be approved. Mr. Wheeler clarified elevations 1 and 2.
- Councilmember Ferguson asked about the requirement for the HVAC location being behind the duplex. Following Mr. Wheeler's explanation that the duplex was on a corner lot and this is a standard requirement, Councilmember Ferguson opined that he did not think the stipulation was necessary.
- Councilmember Ferguson asked if there were any issues with the infrastructure. Mr. Wheeler stated Cobb County has approved and indicated there are not any issues with the infrastructure.

Mayor Owens closed the public hearing.

Motion was made and amended following an executive session by Councilmember Ferguson to approve REZ 2025-005 - (ORD 2025-12-01) with current stipulations omitting

#7 (HVAC units location), #12 amending to say at least one Canopy tree per unit and striking #10 (no short term rentals). (ORD 2025-12-01) Councilmember Herndon seconded the motion. The motion passed 7-0.

EXECUTIVE SESSION MOTIONS PRIOR TO FINAL VOTE OF THE MOTION:

Prior to the motion to approve REZ 2025-005, City Manager asked for an executive session to discuss the application briefly. Council went into executive session at 7:21 pm. The executive session was brief.

Motion made by Councilmember Brown and seconded by Councilmember Davis to go into executive session to discuss litigation, real estate and personnel. The motion was approved 7-0. Yeas: Davis, McNeely, Jeffcoat, Brown, Ferguson, Owens, and Herndon.

Motion made by Councilmember Jeffcoat and seconded by Councilmember Herndon to close the executive session. Motion passed 7-0. Yeas: Davis, McNeely, Jeffcoat, Brown, Owens, Ferguson, and Herndon.

The executive session ended at 7:27 PM

b. REZ-2025-004 - 6851 Queen Mill Road (Tax Parcel 18040500240) - Request to rezine 4.0-acre parcel from R-20 to R-15 for the development of six (6) single-family detached homes - (Second Read) - Community Development Director Michael Hughes

Mayor Owens recognized Community Development Director Michael Hughes who announced the application. He asked Planning and Zoning Manager Chris Wheeler to present the additional background.

Mr. Wheeler led in the presentation that is available in the agenda packet.

- Applicant is Mr. Alexander Propp.
- The applicant is requesting to rezone 4.02 acres from R-20 (Single-Family Residential) District to R-15 (Single-Family Residential) District.
- The proposed development will consist of six (6) detached single-family lots.
- The photo was shown Future Land Use Map shown (low density).
- Aerial map and site plan was shown.
- The detention was pushed inward toward development. Originally there were 7 lots. After review, applicant revised to 6 lots.
- The applicant is also requesting a variance for the required 35-foot front yard setback.
- Proposed elevations were shown. Front Elevations must have at least 25 percent brick or stone.
- Zoning criteria was noted in the presentation.
- The applicant believes the current property topography makes the 35-foot setback unattainable and desires to have a front setback of 25 feet for all lots.
- The Zoning criteria were shown.
- There are thirteen recommendations. The Planning Commission Stipulations were

shown.

Mayor Owens opened the public hearing and recognized the applicant.

Civil Engineer Greg Scotchie and applicant Alexander Propp approached the podium, and provided additional information about the application. Mr. Scotchie explained the reason for the variance request from 35 feet to 25 feet. He described the sloping topography of the existing lots and the reason for the variance request. He asked the Council to approve the variance and rezoning. Mr. Propp expressed he was accepting all the stipulations from the Planning Commission and the staff.

Mayor Owens asked if there was anyone who would like to speak in favor of the application. There was none.

Mayor Owens asked if there was anyone in opposition to the application. There was none.

Mayor Owens asked Council if there were any questions.

Councilmember McNeely stated he was glad to see the additional stipulations added to the applicant. He addressed the language "no option fee in lieu of curb gutter and sidewalk for the development." Councilmember McNeely stated he does not want to see the option of, but would like to ensure the developer would take care of those items instead of someone else.

Motion made by Councilmember McNeely to approve REZ 20225-004, 6851 Queen Mill Road to rezone 4.0 acre parcel from R-20 to R-15 for the development of six (6) single-family detached homes. He amended the motion to include that the curb gutter and sidewalk are done and paid for by the developer. Councilmember Davis seconded the motion. The motion passed unanimously.

- c. **REZ-2025-006 – Tax Parcel 18020100030 (Old Alabama Rd) and Tax Parcel 18025800020 (Cardell Rd) – Request to rezone 22 acres from R-20/OSC to RA-6 for the development of 101 single family detached homes - Community Development Director Michael Hughes**

Application to be deferred to the January 2026 Hearing.

To be deferred to January 2026. Applicant needs additional time to make plans.

- d. **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**

Mayor Owens recognized Community Development Director Michael Hughes who announced OZI 2025-004, located 2480 East-West Connector. Planning and Zoning Manager Chris Wheeler presented additional background.

The information and PowerPoint presentation is available in the agenda packet. Mr.

Wheeler presented:

- The applicant is AJM Mableton GA, LLC.
- The request is to amend the stipulations of rezoning case Z-104 of 1997 to vary outdoor display/sales area.
- The application originally showed 12025 sq. feet but there is an additional smaller portion shaded and another display area. The total acreage is approximately 31,950 square feet. Mr. Wheeler showed the areas and square feet of all the display areas. The outdoor display area is 12,025 square feet. The outdoor bullpen area is 10,750 square feet and the sidewalk display area is 9150 square feet.
- The property is the old Regal movie theater.
- The Zoning Map was shown, and the aerial map was shown,
- The stipulated site plan of 1997 was shown.
- The original proposed site plan was shown.
- The difference is the display areas.
- Reference was made to the revised site plan (November 4, 2025 Submission)
- The property shall be developed substantially in accordance with the revised site plan dated November 4, 2025.

Mr. Wheeler stated staff recommended approval of the requested amended site plan with the following stipulations (shown in the PowerPoint presentation and within the agenda packet with the corrected square footage of the display areas):

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 - approximately 31,950 square feet. Mr. Wheeler showed the areas and square feet of all the display areas. The outdoor display area is 12,025 square feet. The outdoor bullpen area is 10,750 square feet and the sidewalk display area is 9150 square feet. The outdoor display area shall be approximately 32,000 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 limited to home and garden supply stores and shall be maintained in an orderly manner and shall not obstruct required landscaping, access aisles, or fire lanes. Applicant will provide a landscape buffer by the outdoor/display area along Hurt Road to shield it from public view, subject to staff review and approval.

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.

Mayor Owens opened the public hearing and recognized Counsel for AJM Mableton - Rural King, Mr. Chris Twyman.

Mr. Twyman stated Rural King was a national farm, garden, and home retail store, consisting of 174 stores in 17 states. There are two stores currently in Georgia located in Bainbridge and Waycross. A third store will be opening in Rome in March 2026. He named the goods sold. Mr. Twyman stated that the applicant was requesting a variance to increase the square footage for outdoor display and the ability to construct a bullpen.

Mr. Twyman explained how the City's code for display was 1,000 square feet. The applicant was asking to increase the square footage with the variance request. He explained that the total square footage with the inclusion of the bullpen goes above the 12,025 square feet in the original conditions list. The applicant agrees with all recommended conditions that referenced the revised site plan, which includes the 3 square footage areas. Mr. Twyman named aloud the outdoor display area of 12,025 square footage, the bullpen area of 10,750 square footage, and the sidewalk display area at 9,150 square footage. Originally in Condition Item #2, the presentation did not add them all together, but the square footage is on the site plan itself.

The applicant is asking for the variance to build the bullpen area because there is no adequate space to add on to the building. The bullpen will be fenced in and the one shown was an example. The applicant will work with the City on the fencing. There may be other landscaping to properly screen the areas from Hurt Road. AGM is prepared to meet all of those conditions. Mr. Twyman stated Bill Gregory of Rural King was available for any questions. AGM purchased the property and is taking steps to make improvements to the area. AGM is already cleaning up the area. Rural King will provide jobs and beautify the area.

Mayor Owens recognized William Gregory, representative of Rural King, who expressed his excitement for Rural King to be in the community. He reported Rural King was a growing company, and was willing to work with the City.

Mayor Owens asked for additional comment. Tre Hutchins, as a resident and not representing the school board, stated he posted an article about Rural King. He reported he received over 100 comments that overwhelmingly supported Rural King in the area. Mayor Owens asked for additional comment in support. There was none.

Mayor Owens asked for any speakers in opposition. Steve Jungk of the Mableton Improvement Coalition (MIC), stated MIC was in favor, but would like to see additional stipulations for the parking lot. He also asked if Rural King could clean up the parking lot, medians, and that the front facade be cleaned up and made nicer. Mayor Owens asked if there were anymore in opposition. There was none.

Mr. Twyman stated there was a facilities plan to improve the facade. He asked Mayor and

Council to approve the variance request. Mayor Owens closed the public hearing (7:55 pm). He asked if Council had any questions.

Questions and discussion followed:

- Councilmember Jeffcoat expressed appreciation for the community's feedback, and asked Mr. Gregory what peaked AGM's interest in the Mableton location. Mr. Gregory said AGM mainly was looking at a community to make better and expanding Rural King's business and thought the area was a perfect location for the store.
- Councilmember Herndon asked what would be happening in the reserved spaces. Mr. Gregory explained items such as flowers, seasonal outdoor items, mulch, lawn mowers, and other items used outside of homes.
- Councilmember Herndon asked about the appearance of the elevations. Mr. Gregory stated Rural King would keep the dome, and would be submitting a rendering to staff in the near future.
- Councilmember Ferguson referenced the type of equipment list and asked about the HP size. Mr. Gregory stated this location would include the smaller tractors. Mr. Twyman confirmed the plan for this location is to sell only the smaller units, 21-25 HP.
- Councilmember Herndon asked about the fencing options. Mr. Gregory explained there were other options.
- Councilmember Herndon felt there should be more screening for that area facing Hurt Road. Mr. Twyman stated the screening would be non-transparent. He showed pictures from his phone. There should be an approved stipulation for the fencing. He noted the condition: prior to the issuance of the certificate of occupancy, additional landscaping may be required to screen display areas that are visible from Hurt Rd.
- Councilmember Herndon reiterated that Council make sure to amend the HP stipulation section to 21-25 HP.
- Mr. Wheeler asked the square footage for display areas be approved at the square footage of 31,950 square feet.
- Councilmember Ferguson asked if the changed number changed the parking spaces for the handicapped.
- Councilmember Herndon addressed making the outside parking lot look better. Applicant stated they have not contemplated any changes to the parking areas. They will only construct the bullpen. There are no plans for construction of the actual parking area.
- Mayor Owens expressed he wanted cleanliness of the area. Although the applicant was not making upgrades to the parking lot, the City did expect cleanliness and maintenance and overall upkeep of the area. The applicant stated some fencing, patrolling, and signage were done. He named some other clean-up that had taken place. The applicant will make sure the property is clean and well-kept. Mayor Owens stated there are areas that need some improvement. The applicant stated there will be some aggressive and quick measures to help the property.
- Councilmember Ferguson asked if the application went before the Planning Commission. Mr. Wheeler stated the Council can only change stipulations, and these types of applications go straight to city council. Mr. Hughes explained there was a set of conditions approved when the case was approved by Cobb County in

1997. The applicant was asking to amend one of those stipulations.

Motion made by Councilmember Herndon and seconded by Councilmember Ferguson to approve OZI 2025-004 (2480 East-West Connector to approve the application to construct an accessory structure with the inclusion of the amendment to change the size of the equipment to 21-25 HP and to include the additional square footage for the display areas. The motion carried 7-0.

Councilmember Ferguson welcomed Rural King to the community.

7. PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS

8. APPOINTMENTS

a. Appointment of Code Enforcement Director by Mayor Michael Owens

Mayor Owens explained the nomination process for the Code Enforcement Director. There were a number of applications. Following review of the application, at the end of the day, one of the City's own employees, who was a previous Mableton supervisor, held more accolades and certifications. The Council had an opportunity to speak with Mr. Jerry Silver. He nominated Jerry Silver for Code officer.

Motion made by Councilmember McNeely to support the nomination by Mayor Owens. Councilmember Herndon second the motion. The motion passed 7-0.

Mr. Silver stated he had been doing the job for over 25 years. He provided additional information about his experience. He loved what he did and looked forward to serving. He is happy to be here. He recognized his wife and mother who were present to support him.

Mayor Owens noted as the city grows, the City continues to draw people from Metro Atlanta and the state. He thanked Mr. Hughes for helping to manage the department during the absence of a code enforcement director.

b. Board Appointments/Reappointments

None.

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

Public Comment:

- Monica Delancy of Riverside Rental Association congratulated District 2 and District 4 council and the new Code Enforcement Director. She spoke about apartment complexes. She addressed how the apartment issues started years ago and the history of the ownership turnover and maintenance issues.
- Jolie Elder encouraged the City to have a comprehensive tree program to plant trees, especially along major commercial thoroughfares.

- Sam Culbreth, Chairman of the Austell Community Task Force, spoke about the 25th Annual Holy Festival on Saturday, December 20th at the South Cobb Recreation Center, 10:00 a.m. - 2:00 p.m. He stated the organization needed donors and volunteers for the event. Other information will be on Facebook page.
- Teresa Morgan requested to be in the public comment from an email to the city clerk. She announced a new publication would be available, the *Mableton Monthly*. The information has been sent to Mayor and Council and Communications Department.

10. CONSENT AGENDA

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

- Approval of Communications Policies including: Presentation Communications, Approvals and Workflow, Consent Release, Limited Public Forum, Newsletter Policy, Photography and Filming Notice, Photo and Video Release Form, Records Management and Archiving, Social Media, Video and Photo Guidelines, and Website Content Policy**
- Ratification of Council member approved landscaping plans - Riverside Logistics located at 601 Riverside Pkwy, PIN 18087200010**
- Approval of November 10, 2025 Work Session Minutes**
- Approval of November 12, 2025 Regular Meeting Minutes**
- Approval of November 17, 2025 Special Called Meeting Minutes**
- Consideration and Approval of Resolution to Adopt FY 2026-2027 City Wide Fee Schedule**
- Approval of 2026 Mableton Planning Commission and Board of Zoning Appeal Meeting Calendars**
- Consideration and Approval of Resolution Adopting PTO New Hire Policy**

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- Consideration of a Resolution Adopting the City of Mableton Interim Comprehensive Plan - Community Development Director Michael Hughes**

Mayor Owens announced the item and explained how the City was adopting the County's Comp Plan while Mableton was working on its own inaugural Mableton 2045 Comprehensive Plan. The Atlanta Regional Commission (ARC) requested that an interim plan be in place. Community Development Director Hughes asked Senior Planner Sunday Odudu to conduct a PowerPoint presentation about the Interim 2045 Comp Plan.

The presentation is available in the agenda packet and the Interim Comp plan is available on the website.

Questions and discussion followed the presentation. Mayor Owens reiterated that this was

an interim Comprehensive Plan, and Mr. Tanks explained how the City had taken Mableton related portions of the County's Comp Plan. Mr. Hughes explained that the adoption of the Interim plan allows the City to apply for grants. Mr. Tanks explained additionally how the interim plan was extracted from the County's plan and the various steps for adoption.

Mr. Hughes announced that the drafts of the inaugural Mableton 2045 Comprehensive Draft, from Grice Consulting, will be brought to the council during the first quarter of 2026.

Councilmember Jeffcoat commended Mr. Sunday for his presentation. She asked that the Council have the presentations ahead of time.

Motion made by Councilmember Davis and seconded by Councilmember McNeely to approve the Resolution Adopting the City of Mableton Interim Comprehensive Plan. The motion passed 7-0.

b. Second Read - Consideration and Approval of an Ordinance Amending the 2024-25 Spending Plan/Budget of the City of Mableton - Finance Director Karen Ellis

Mayor Owens announced the item noting the ordinance was a second read, and he recognized Finance Director Karen Ellis.

Finance Director Ellis explained:

The ordinance was a true up of the 2024-2025 Spending Plan. 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. 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. The exhibit in the packet was corrected and amended since the Monday work session. She named Revenue \$681,000 and Expenditures \$681,000 to make a balanced budget.

Director Ellis asked if there were any questions. Mayor Owens asked if anything had changed since the first read. Director Ellis stated nothing has changed since the first read except the totals.

Motion made by Councilmember Jeffcoat and seconded by Councilmember Brown to approve an Ordinance Amending the 2024-2025 Spending Plan/Budget of the City of Mableton. The motion passed 7-0.

c. Consideration and Approval of a Resolution Creating a Public Safety Special Service District - City Attorney Emilia Walker-Ashby

Mayor Owens announced the item. He explained since entering into an IGA with the County, the City has to have a way to pay for all public safety. The goal was to approve a special service district that would raise the necessary funds to pay for any and all public

safety for the City of Mableton.

He recognized Attorney Walker-Ashby who provided an additional explanation. The resolution would be the City's execution of its powers permitted under the Georgia Constitution to create a special service district. It would be the citywide special service for public safety enforcement. She cited language from the resolution of what the special service district would be: maintaining, enforcing, continuing, improving, providing and/or enhancing law enforcement and public safety services within the City, including public safety services authorized under Article IX, Section II, Paragraph III of the Georgia Constitution and/or 2) and constructing and maintaining facilities therefor. The funds would be limited to those services. Said district shall be known as the "Mableton Public Safety Special Service District" and/or "Public Safety SSD". The City already has the Six Flags Special Service District. This public safety SSD will be set up similarly. The assessment will be set by the leverage rate levied by the Council. This resolution creates the SSD, but the Council will set the mileage rate at a later date following discussions. There would be a potential town hall. When this comes back on the agenda, the public can make additional comments as well. A special fund would be established to make sure all monies received by the City pursuant to the legislation will be earmarked, set aside and not co-mingled with other city funds. It will be used exclusively for public safety for the City of Mableton. This item is related to some discussion with Cobb County, so if there is any detailed discussion which could involve litigation, she recommends discussing it in Executive Session.

Mayor Owens explained

This is similar to the process for the Six Flags Special Service District. The public safety SSD will be established, and the Council will come back together to vote on a specific millage. Before going forward with a millage rate, there will be a town hall to discuss specifically. It is important to move forward and come back in a timely manner to discuss further. This is a resolution to create and establish the SSD and will determine other mileage and exemptions at a later date.

Motion made by Councilmember Ferguson and seconded by Councilmember Davis to approve the Resolution Creating a Public Safety Special Service District.

Comments followed by Councilmember Herndon and Mayor Owens.

Councilmember Herndon explained the City was proposing to create a special service district for the entire city which would involve a tax for all residents. She addressed how it was stated in meetings that during the City being formed, the City would have the same taxes with better services. In her mind, people voted believing that what they are paying now would cover the same services. The reality, is that no one corrected that statement. The mileage in SSD is to pay for services to offer services. Now residents will have to pay additionally. It was important to say she has a problem, and in her mind, Mableton is being double taxed. She feels the citizens are not getting the best deal. We are in a situation where Cobb County has required Mableton to pay for police services. She is concerned about this, but at the same time, Cobb County requires the City to pay additionally for police services.

Mayor Owens commented about how Councilmember Herndon was heard and

understood. He referenced the resolution and information that are public documents. The Council will have a town hall to have further discussion. Council are dealing with where they are. He expressed he was not OK with this either. The Council does not want to levy taxes. Nobody is happy about the situation. His goal is to make the City better. The council are not talking about levying a tax that does not also affect the council. If the City had the option, Council would not be doing this at all. The City has had discussions with the County. All the City wants is better services. Mableton will be fiscally responsible and make sure citizens are aware. The City has to have an IGA and must have public safety. For the record, all are concerned. The City has to move forward in a responsible, transparent process.

The motion passed 7-0.

13. OTHER BUSINESS/DISCUSSION

14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

City Manager Tanks asked for executive session. He later had an announcement about sustainable practices. He asked everyone to scan the QSR Code to take a survey about what residents would like to do for sustainability.

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

No comments.

16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

Council wished everyone Happy Holidays. They announced details about district events and information about their districts. They expressed excitement about the upcoming 2026. Councilmembers McNeely and Brown were welcomed. Additionally, comments included:

- Councilmember McNeely spoke about what an honor it was to serve on the Council. He commented about how important it was for all to work together and commit, collaborate, and communicate. He looked forward to working with everyone.
- Councilmembr Jeffcoat spoke about the City employee appreciation dinner. She thanked all employees for their hard work.
- Councilmember Brown thanked all for attending and toughing it out to 9:00 pm. She thanked residents of District 4 for trusting her to represent them. It is a profound honor. She has an open door policy. She will have office hours in 2026. She commented about while holidays are a joyful time, at the same time for others it may not be so joyful. She offered the Georgia Access Line for assistance including mental health at 1-800-715-4225.
- Councilmember Ferguson echoed Councilmember Herndon's comments and stated the City would continue to fight to make sure whatever we are paying for, we are getting the best service. He encouraged others to use their voice.

Mayor Owens acknowledged all the staff members that were present. He thanked everyone for attending. He spoke about how much it meant for staff to attend. He sees dedication in the office day in and out. He thinks about all that the departments have accomplished so far. He commended City Manager Tanks for hiring great people. He is excited about staff.

Mayor Owens gave a shout-out to Emily Groth from the Sustainability, Waste and Beautification Department. The City now has Trees Atlanta planted in the city.

Mayor Owens referenced the recent TV coverage about Mableton housing. He commented about the City continuing to discuss housing and substandard housing. It is positive that the City was doing something about it. Mableton was no longer going to allow things that had plagued the city for decades to continue. He spoke about the seeds the City was planting. He asked everyone to keep believing and working with the City.

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

Motion was made by Councilmember Jeffcoat and seconded by Councilmember Ferguson to go into Executive Session for litigation, real estate, and personnel at 9:18pm. The motion passed unanimously. Yeas: Davis, McNeely, Jeffcoat, Brown, Ferguson, Herndon and Owens

Motion was made by Councilmember Ferguson and seconded by Councilmember Jeffcoat to close Executive Session. The motion carried unanimously. Yeas: Davis, McNeely, Jeffcoat, Brown, Ferguson, Herndon and Owens (11:59 PM)

18. ADJOURNMENT

Motion was made by Councilmember Ferguson and seconded by Councilmember Jeffcoat to adjourn. The motion passed 7-0. There being no further business, the Mayor adjourned.

Dr. Michael Owens, Mayor

Susan Hiott, City Clerk



AGENDA ITEM MEMORANDUM

MEETING OF: January 6, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval to negotiate, execute in substantial format a stormwater maintenance agreement relating to Riverside Logistics located in Land Lot 872, 18th District, 18087200010

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: Execution of the Stormwater Maintenance Agreement as recommended by Cobb County Stormwater.

ATTACHMENTS:

1. Mableton Maintenance Agreement _601 Riverside - 12-18-25

STATE OF GEORGIA
COUNTY OF COBB

Maintenance Agreement

WHEREAS, Property Owner SCP/RP Riverside Owner LLC recognizes that the wet or extended detention facility or facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development in the City of Mableton called, Riverside Logistics, located in that tract or parcel of land lying and being in Land Lot(s) 866, 867, 871 & 872, District(s) 18th, 2nd Section of Cobb County, Georgia; and

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

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

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

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

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

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

Property Owner, its administrators, executors, successors, heirs or assigns hereby grants permission to City, its Contract Provider, authorized agents and employees, to enter upon the Property and to inspect the facilities whenever City or City’s Contract Provider deems necessary. Whenever possible, City or City’s Contract Provider shall provide notice prior to entry. Property Owner shall execute an access easement in favor of City and/or City’s Contract Provider to allow City or City’s Contract Provider to inspect, observe, maintain, and repair the facility as deemed

necessary. A fully executed original easement is attached to this Agreement as **Exhibit "C" Access Easement** and by reference made a part hereof.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless City and its City's Contract Provider, as well as their authorized

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

SECTION 10.

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

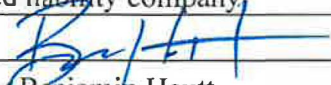
SECTION 11.

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

SECTION 12.

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

SO AGREED this 3rd day of December, 2025

SCP/RP Riverside Owner, LLC, a Delaware limited liability company.		Attest:
		
Name: Benjamin Hautt		Corporate Secretary
Title: Authorized Signatory		

Sworn to and subscribed before me

This 8 day of December, 2025

Patricia M. Causey

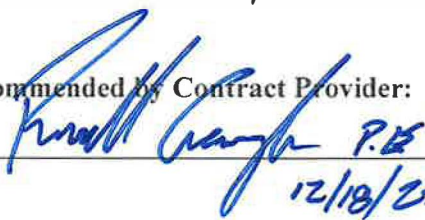
Notary Public

Commission Expires: April 17, 2027



Recommended by Contract Provider:

By:


12/18/25

:

CITY OF MABLETON, GEORGIA

By:

Title:

Date:

Attachments:

Exhibit "A" Plat and Legal Description

Exhibit "B" Maintenance and Inspection Schedule

Exhibit "C" Access Easement

Exhibit "D" Standard BMP Operation and Maintenance Inspection Report

Exhibit "A"

Plat and Legal Description

TRACT 1:

All that tract or parcel of land lying and being in Land Lots 866 and 872 of the 18th District, 2nd Section, of Cobb County, Georgia and being more particularly described as follows:

Begin at the intersection of the centerline of the right of way of Riverside Parkway (a sixty-foot right of way which was formerly a fifty-foot right of way) and the centerline of White Road (a fifty-foot right of way); thence, South 06 degrees, 23 minutes, 10 seconds East a distance of 29.88 feet to an iron pin (one-half inch rebar) set on the Southeast right of way line of the current sixty-foot right of way of Riverside Parkway, said iron pin set being the TRUE POINT OF BEGINNING; thence South 24 degrees, 19 minutes 13 seconds East a distance of 395.01 feet to an iron pin (one-half inch rebar) set; thence South 52 degrees, 29 minutes, 36 seconds West a distance of 150.00 feet to an iron pin (one-half inch rebar) set; thence North 24 degrees, 18 minutes, 41 seconds West a distance of 394.90 feet to an iron pin (one-half inch rebar) set on the Southeast right of way line of the current sixty-foot right of way of Riverside Parkway; thence along a curve following the Southeast right of way line of the current sixty-foot right of way of Riverside Parkway (said curve having a radius of 1585.10 feet, a chord bearing of North 52 degrees, 17 minutes, 40 seconds East and a chord length of 140.92 feet) a distance of 140.97 feet to a point, thence continue North 54 degrees, 50 minutes, 32 seconds East along said Southeast right of way line of the current sixty-foot right of way of Riverside Parkway a distance of 9.05 feet to an iron pin (one-half inch rebar) set; said iron pin set being the TRUE POINT OF BEGINNING; said tract or parcel containing approximately 1.328 acres, more or less; all according to a survey performed for Calvin Shuler by Clifford R. Hughes, Jr., GRLS No. 2010, of Hughes-Ray Company, Inc. in Douglasville, Georgia, dated April 11, 2006 (job number not shown or not legible).

TRACT 2:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 866, 867, 871 AND 872 OF THE 18TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING COMMENCE AT AN IRON PIN FOUND (TO.1) AT THE NORTHWEST HALF LAND LOT CORNER OF LAND LOTS 866 AND 872 THENCE SOUTH 01 DEGREES 03 MINUTES 03 SECONDS WEST FOR A DISTANCE 1,162.1 FEET TO A POINT;

THENCE SOUTH 09 DEGREES 28 MINUTES 48 SECONDS WEST FOR A DISTANCE 1,067.1 FEET TO AN IRON PIN FOUND BY R.G. LOCATED ON THE SOUTHEASTERN RIGHT OF WAY OF RIVERSIDE PARKWAY (A SIXTY FOOT WAY);

THENCE NORTH 43 DEGREES 34 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 203.22 FEET ALONG SAID RIGHT OF WAY TO A POINT;

THENCE CONTINUING NORTH 43 DEGREES 44 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 34.06 FEET ALONG SAID RIGHT OF WAY TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1585.10 FEET AND AN ARC LENGTH OF 165.98 FEET, BEING SUBTENDED BY A CHORD OF NORTH 40 DEGREES 46 MINUTES 90 SECONDS EAST FOR A DISTANCE OF 105.80 FEET ALONG SAID RIGHT OF WAY TO A POINT;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 24 DEGREES 18 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 384.80 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 52 DEGREES 28 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 160.00 FEET TO A POINT;

THENCE NORTH 24 DEGREES 10 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 395.01 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY RIGHT OF WAY OF RIVERSIDE PARKWAY (80 RIGHT OF WAY);

THENCE NORTH 54 DEGREES 50 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 59.12 FEET ALONG SAID RIGHT OF WAY TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1030.10 FEET AND AN ARC LENGTH OF 202.83 FEET, BEING SUBTENDED BY A CHORD OF NORTH 52 DEGREES 09 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 292.12 FEET TO A POINT;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 23 DEGREES 44 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 84.00 FEET TO A POINT;

THENCE SOUTH 11 DEGREES 40 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 476.62 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

TRACT 3:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 896 AND 872 OF THE 18TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING COMMENCE AT AN IRON PIN FOUND (1" C.T.) AT THE NORTHWEST HAND LAND LOT CORNER OF LAND LOTS 896 AND 872 THENCE SOUTH 01 DEGREES 00 MINUTES 03 SECONDS WEST FOR A DISTANCE 114.21 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 20 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 7.16 FEET TO AN IRON PIN FOUND (8" R.B.) LOCATED ON THE SOUTHEASTERLY RIGHT OF WAY OF RIVERSIDE PARKWAY (90' RIGHT OF WAY) AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 43 DEGREES 44 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 200.03 FEET ALONG SAID RIGHT OF WAY TO A POINT;

THENCE CONTINUING NORTH 43 DEGREES 44 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 34.01 FEET ALONG SAID RIGHT OF WAY TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1835.10 FEET AND AN ARC LENGTH OF 185.85 FEET, BEING SUBTENDED BY A CHORD OF NORTH 40 DEGREES 44 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 101.90 FEET ALONG SAID RIGHT OF WAY TO A POINT;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 24 DEGREES 16 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 364.00 FEET TO A POINT;

THENCE SOUTH 48 DEGREES 17 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 200.00 FEET TO A POINT;

THENCE NORTH 62 DEGREES 20 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 307.00 FEET TO A POINT;

THENCE NORTH 00 DEGREES 28 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 172.85 FEET TO AN IRON PIN FOUND (5/8" R.B.) LOCATED ON THE SOUTHEASTERLY RIGHT OF WAY OF RIVERSIDE PARKWAY (90' RIGHT OF WAY) AND THE TRUE POINT OF BEGINNING.

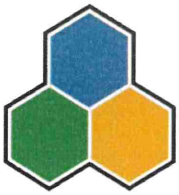


EXHIBIT B
RIVERSIDE LOGISTICS
MAINTENANCE & INSPECTION SCHEDULE

STORMWATER POND

ACTIVITY	SCHEDULE
• Inspect inlets, outlets and overflow spillway to ensure good condition and no evidence of erosion. • Clean and remove debris from inlet and outlet structures. • Mow side slopes. • Inspect pond dam for structural integrity. • Remove trash from area around the pond	Monthly
• Inspect for damage, paying particular attention to the control structure. • Check for signs of eutrophic conditions (e.g., algal blooms and fish kills). • Note signs of hydrocarbon build-up (e.g., an oil sheen), and remove appropriately. • Monitor for sediment accumulation in the facility.	Annual Inspection
• Repair undercut or eroded areas	As Needed
• Monitor sediment accumulations, and remove sediment when the pool volume has become reduced significantly, or the pond becomes eutrophic.	10 to 20 years or after 25% of the permanent pool volume has been lost

EXHIBIT 'C'

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF COBB

THIS EASEMENT granted this _____ day of _____, 20____

between the property owner SCP/RP Riverside Owner, LLC as party of the first part, hereinafter referred to as Grantor, and City of Mabelton, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

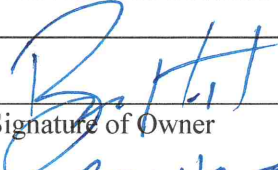
WITNESSETH THAT: Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this easement and in consideration of the agreements and covenants contained in this document and the Maintenance Agreement between Grantor and Grantee, hereby grants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

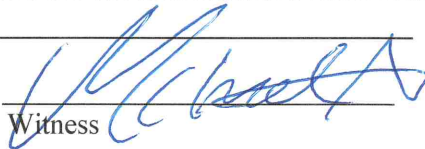
The purpose of this easement is to allow Grantee, or its agents, access for maintenance activities to the Water Quality Best Management Practice (BMP) facility, and to prevent development of the property within the easement following issuance of the Certificate of Occupancy or in the case of a residential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

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

SO AGREED this 17th day of December, 20 25.

**PROPERTY OWNER
INDIVIDUAL OR PROPERTY OWNED JOINTLY BY SEVERAL INDIVIDUALS**

By: 
Signature of Owner
BEN HARTT
Printed or Typed Name

Attest: 
Witness
Michael Adams
Printed or Typed Name

By: _____
Signature of Owner

Printed or Typed Name

Attest: _____
Signature of Witness

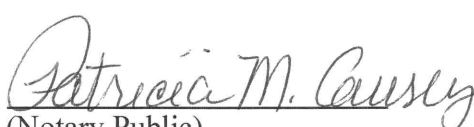
Printed or Typed Name

By: _____
Signature of Owner

Printed or Typed Name

Attest: _____
Signature of Witness

Printed or Typed Name


(Notary Public)



Attachments: Exhibit 1 (Plat of Easement)

EASEMENT FOR ACCESS AND DETENTION POND

Being a strip or parcel of land running in, through, over and across the property now or formerly owned by **SCP/RP Riverside Owner, LLC**, as described in a deed recorded among the Land Records of Cobb County, Georgia in Deed Book 16266, Page 4477, and said strip or parcel being shown on an Easement Sketch prepared by TerraMark Land Surveying, Inc. and attached hereto, said strip or parcel lying and being in Land Lots 866, 867, 871 & 872, 18th District, 2nd Section of Cobb County, Georgia and being more particularly described as follows:

To find the Point of Beginning of the strip or parcel of land, commence at a 1-inch open top pipe found at the northwest half Land Lot Line of Land Lots 866 and 872; thence, leaving said Land Lot Line and running, South 00° 58' 22" West, 40.25 feet to a 1-inch open top pipe found; thence, South 01° 25' 55" West, 84.91 feet to a 5/8-inch rebar in concrete found on the Southeastern Right of Way of Riverside Parkway (apparent 60 feet wide right of way at this point); thence, running with the said line of Riverside Parkway, North 43° 45' 54" East, 237.32 feet; thence, 306.94 feet along the arc of a curve to the right, having a radius of 1,585.10 feet and a chord bearing and distance of North 49° 18' 44" East, 306.46 feet; thence, North 54° 51' 35" East, 68.17 feet; thence, 244.20 feet along the arc of a curve to the right, having a radius of 1,043.09 feet and a chord bearing and distance of North 61° 33' 59" East, 243.65 feet to the Point of Beginning of the herein described strip or parcel of land; thence, leaving said Point of Beginning and continuing along the said line of Riverside Parkway

1. 20.02 feet along the arc of a curve deflecting to the right, having a radius of 1,043.09 feet and a chord bearing and distance of North 68° 49' 24" East, 20.02 feet to a 1-inch open top pipe found; thence, leaving the aforesaid line of Riverside Parkway and running
2. South 23° 34' 41" East, 418.34 feet; thence,
3. South 66° 25' 19" West, 223.35 feet; thence,
4. South 53° 28' 33" West, 73.79 feet; thence,
5. South 63° 20' 00" West, 98.62 feet; thence,
6. South 69° 52' 20" West, 88.43 feet; thence,
7. North 29° 21' 41" West, 43.53 feet; thence,
8. 224.18 feet along the arc of a curve deflecting to the right, having a radius of 214.63 feet and a chord bearing and distance of North 34° 24' 00" East, 214.12 feet; thence,
9. 138.64 feet along the arc of a curve deflecting to the right, having a radius of 98.05 feet and a chord bearing and distance of South 67° 49' 34" East, 127.38 feet; thence,
10. South 25° 45' 04" East, 29.10 feet; thence,
11. North 66° 25' 19" East, 194.87 feet; thence,
12. North 23° 34' 41" West, 399.17 feet to the Point of Beginning, containing 46,243 square feet or 1.0616 acres of land, more or less.

SKETCH OF PROPOSED ACCESS EASEMENT
AND PROPOSED DETENTION POND EASEMENT
(601 RIVERSIDE PARKWAY)
LOCATED IN LAND LOTS 866, 867, 871 & 872
18TH DISTRICT, 2ND SECTION
COBB COUNTY, GA

Exhibit 1

THIS BLOCK RESERVED FOR THE CLERK OF
THE SUPERIOR COURT.

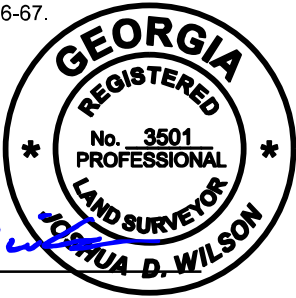
SURVEY NOTES:

1. THE FIELD DATA UPON WHICH THIS SURVEY WAS PERFORMED IS BASED UPON GPS OBSERVATIONS WHICH WERE ESTABLISHED USING A TRIMBLE R-12 DUAL FREQUENCY RECEIVER USING STATIC AND REAL TIME KINEMATIC OBSERVATIONS. THE RELATIVE POSITIONAL ACCURACY ACHIEVED IS BETTER THAN 0.02 FEET PER OBSERVATION POINT. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED, ARE WITHIN THE POSITIONAL TOLERANCES ALLOWED FOR ALTA/NSPS LAND TITLE SURVEYS PER THE 2021 MINIMUM TECHNICAL STANDARDS ESTABLISHED BY ALTA AND NSPS.
2. EQUIPMENT USED:
A TRIMBLE "S" SERIES TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.

A TRIMBLE R-12 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY.
3. CLOSURE STATEMENT:
THIS EASEMENT AREA HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 154,937 FEET.
4. ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF COBB COUNTY, GEORGIA (PANEL NUMBER 13067C0214H), DATED MARCH 14, 2013; A PORTION OF THE SUBJECT PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.
5. THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83.
6. FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON APRIL 19, 2025.

SURVEYOR'S CERTIFICATE:

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. 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 REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



JOSHUA D. WILSON
GEORGIA REGISTERED LAND SURVEYOR NO. 3501

PROPOSED ACCESS EASEMENT AND
PROPOSED DETENTION POND EASEMENT AREA

46,243 SQ. FT./ 1.0616 AC.

LOCATED IN LAND LOTS 866, 867, 871 & 872
18TH DISTRICT, 2ND SECTION
COBB COUNTY, GA

DATE: 12/15/2025 SHEET NO. 1 OF 2

SKETCH OF PROPOSED ACCESS EASEMENT
AND PROPOSED DETENTION POND EASEMENT
AS REQUIRED BY:

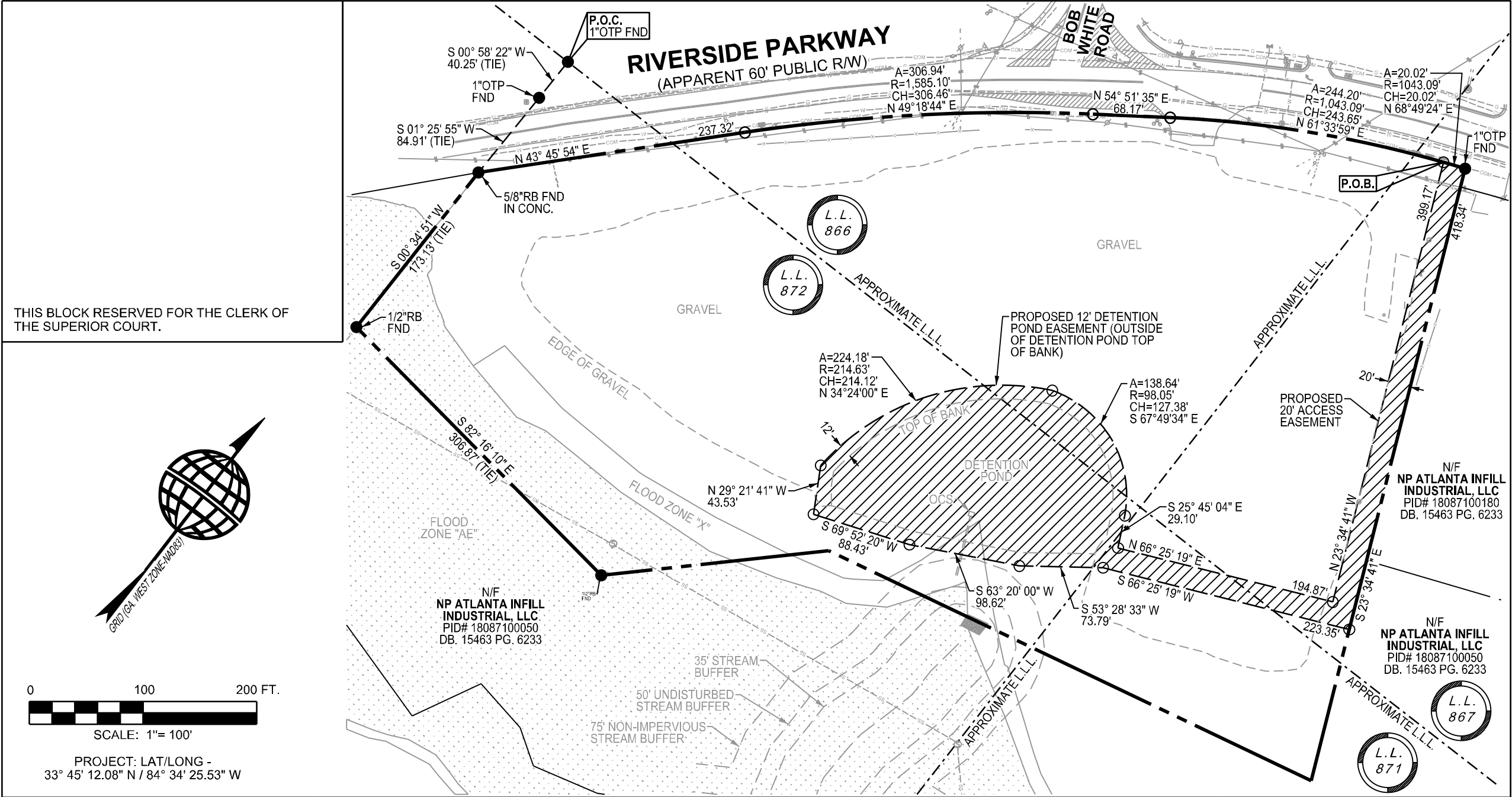
COBB COUNTY

THROUGH THE PROPERTY OF:
SCP/RP RIVERSIDE OWNER, LLC

DB. 16266 PG. 4477
TAX PARCEL # 18087200010
ADDRESS: 601 RIVERSIDE PARKWAY

TerraMark Land Surveying, Inc.
1396 Bells Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
www.TerraMark.com
C. O. A.# LSF000810





PROPOSED ACCESS EASEMENT AND PROPOSED DETENTION POND EASEMENT AREA 46,243 SQ. FT./ 1.0616 AC.	LOCATED IN LAND LOTS 866, 867, 871 & 872 18TH DISTRICT, 2ND SECTION COBB COUNTY, GA DATE: 12/15/2025 SHEET NO. 2 OF 2	SKETCH OF PROPOSED ACCESS EASEMENT AND PROPOSED DETENTION POND EASEMENT AS REQUIRED BY: COBB COUNTY	THROUGH THE PROPERTY OF: SCP/RP RIVERSIDE OWNER, LLC DB. 16266 PG. 4477 TAX PARCEL # 18087200010 ADDRESS: 601 RIVERSIDE PARKWAY	TerraMark Land Surveying, Inc. 1396 Bells Ferry Road Marietta, Georgia 30066 Phone No. (770) 421-1927 www.TerraMark.com C. O. A.# LSF000810
---	--	--	---	---

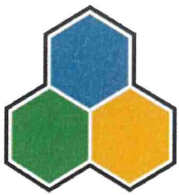
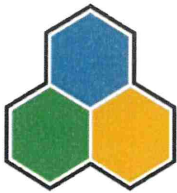


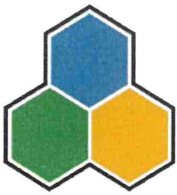
EXHIBIT D RIVERSIDE LOGISTICS

OPERATION AND MAINTENANCE INSPECTION REPORT

Stormwater Pond					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
General Inspection					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
Inlet Structure					
Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc.					
Area around the inlet structure is mowed and grass clippings are removed.					
No evidence of gullies, rills, or excessive erosion around the inlet structure.					
Inlet pipe is in good condition, and water is going through the structure (i.e. no evidence of water going around the structure).					
Diversion structure (high flow bypass structure or other) is free of trash, debris, or sediment. Comment on overall condition of diversion structure and list type.					
Pretreatment (choose one)					
Forebay – area is free of trash, debris, and sediment.					
Filter Strip or Grass Channels – area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion.					
Rock Lined Plunge Pools – area is free of trash debris and sediment. Rock thickness in pool is adequate.					
Main Treatment					
Main treatment area is free of trash, debris, and sediment.					
Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.					
No algal growth along or within the pond.					
Native plants were used in the practice according to the planting plan. No undesirable vegetation.					
Practice seems to be working properly. No settling around the stormwater pond.					



Stormwater Pond					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
Comment on overall condition of stormwater pond.					
Vegetation within and around practice is maintained per landscaping plan. Grass clippings are removed.					
No significant sediment accumulation within the practice.					
No evidence of use of fertilizer on plants (fertilizer crusting on the surface of the soil, tips of leaves turning brown or yellow, blackened roots, etc.).					
Plants seem to be healthy and in good condition. Comment on condition of plants.					
Emergency Overflow					
Emergency overflow is free of trash, debris, and sediment.					
No evidence of erosion, scour, flooding, or animal activity around the structure.					
No evidence of erosion, scour, or flooding around the structure.					
Outlet Structure					
Outlet structure is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Outlet structure does not appear to be blocked.					
No evidence of animal activity.					
No evidence of seepage on the downstream face.					
Results					
Overall condition of Stormwater Pond:					
Additional Comments					
Notes: * If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.					



INSPECTION SUMMARY

1. Inspector's Remarks:

2. Overall Condition of Facility (Check One)

Acceptable_____

Unacceptable_____

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

Signed: _____
Inspector

Date:_____



AGENDA ITEM MEMORANDUM

MEETING OF: January 6, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: City of Mableton Community Development Block Grant (CDBG) entitlement status

BACKGROUND/SUMMARY: For Mayor & Council to receive a brief presentation related to recent notification of its new Community Development Block Grant (CDBG) entitlement status with the U.S. Department of Housing and Urban Development (HUD). The City of Mableton must select one of two participation options and formally notify the Cobb County Urban County of its intention regarding participation in the CDBG program:

Option #1

The City of Mableton will operate as an independent Metropolitan City (accepting Entitlement status) administering the CDBG program for their city only.

Option #2

The City of Mableton agrees to execute a 1-year Joint Agreement with the Cobb Urban County, under which the Cobb County will be responsible for carrying out all Consolidated Planning, Annual Action Planning, Environmental Review activities, and other CDBG cross-cutting requirements on behalf of the City's CDBG Program. The City of Mableton will provide Cobb County with an annual list of anticipated projects for review and verification of CDBG eligibility.

The Cobb County CDBG Program Office must receive the City of Mableton's election regarding its participation in the CDBG Program no later than Thursday, January 8, 2026.

BUDGETED/FINANCIAL IMPACT – FUND: NA

RECOMMENDATION: That the Mayor & Council receive the presentation from staff and select a CDBG participation option

ATTACHMENTS: None