



## CITY OF MABLETON, GEORGIA

Riverside EpiCenter  
135 Riverside Pkwy, Austell, GA 30168  
March 11, 2026 at 6:30 PM

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

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### CITY COUNCIL REGULAR MEETING AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA**
6. **PUBLIC HEARINGS**
7. **PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS**
  - a. **Proclamation in Recognition of Government Finance Professionals and Government Finance Professionals Week March 16-20, 2026**
8. **APPOINTMENTS**
  - a. **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. **Ratification of Council member approved elevations - Brookwood Mixed Use located at 3753 Austell Rd, PIN 19085500050**
  - b. **Approval of February 25, 2026 Work Session Minutes**
  - c. **Approval of February 25, 2026 Regular Meeting Minutes**
11. **UNFINISHED BUSINESS**
12. **NEW BUSINESS**
  - a. **First Read - An Ordinance Amendment Updating Chapter 12, Solid Waste Management, of the City of Mableton Code of Ordinances - Sustainability,**

**Greenspace, and Beautification Director Emily Ryan & Code Enforcement Director Jerry Silver**

- b. Consideration and Approval of two voting delegates for the Cobb Municipal Association - City Clerk Susan Hiott**
- c. Second Read - An Ordinance Implementing A Temporary Moratorium within the City of Mableton on the Change of Use, Establishment, Expansion or Development of Immigration Detention Centers and for Other Lawful Purposes - City Attorney Emilia Walker-Ashby**

**13. OTHER BUSINESS/DISCUSSION**

**14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS**

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

**16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS**

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

**18. ADJOURNMENT**

Persons with special needs relating to handicapped accessibility, disability, or foreign language may contact the City Clerk at (404) 927-9502 or [susan.hiott@mableton.gov](mailto: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**

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**MEETING OF:** March 11, 2026

**DEPARTMENT:** [DEPARTMENT]

**ISSUE/AGENDA ITEM TITLE:** Proclamation in Recognition of Government Finance Professionals and Government Finance Professionals Week March 16-20, 2026

**BACKGROUND/SUMMARY:**

**BUDGETED/FINANCIAL IMPACT – FUND:**

**RECOMMENDATION:**

**ATTACHMENTS:**

1. GGFOA Finance Professionals Week March 16-20



**Office of the Mayor  
Proclamation  
Celebrating Government Finance Professionals Week March 16–20, 2026**

**WHEREAS**, government finance professionals perform essential services that ensure the effective, transparent, and responsible management of public funds for the benefit of the residents of the City of Mableton, safeguarding taxpayer resources and enabling the delivery of critical municipal services; and

**WHEREAS**, government finance professionals in the City of Mableton serve our community through their expertise in budgeting, accounting, treasury management, procurement, auditing, fiscal reporting, and long-range financial planning, thereby ensuring the City’s financial operations are conducted with precision, accountability, and stewardship; and

**WHEREAS**, these dedicated professionals uphold the highest standards of ethics, integrity, and transparency, strengthening public trust and ensuring that the City of Mableton remains fiscally sound as it continues to grow and establish itself as one of Georgia’s newest and largest cities; and

**WHEREAS**, the City of Mableton is proud to recognize Karen Ellis, the City’s inaugural Finance Director, whose leadership, professionalism, and stewardship have been instrumental in building and guiding a successful finance team, establishing strong financial systems, and ensuring the responsible management of the City’s public resources during its formative years; and

**WHEREAS**, Karen Ellis and the City of Mableton finance team exemplify excellence in public service by promoting fiscal responsibility, operational efficiency, and long-term financial sustainability, laying a strong foundation for the City’s continued success and prosperity; and

**WHEREAS**, Government Finance Professionals Week provides an important opportunity to recognize and celebrate the contributions of government finance professionals and to increase public awareness of their essential role in maintaining the fiscal integrity and effectiveness of local government;

**NOW, THEREFORE**, I, Michael Owens, Mayor of the City of Mableton, Georgia, do hereby proclaim March 16–20, 2026, as

**GOVERNMENT FINANCE PROFESSIONALS WEEK**

in the City of Mableton, and encourage all residents, elected officials, and community stakeholders to join me in recognizing and expressing appreciation for Karen Ellis and the entire City of Mableton Finance Team for their dedication, professionalism, and commitment to excellence in public service.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Mableton to be affixed this \_\_\_\_ day of \_\_\_\_\_, 2026.

Respectfully,

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Susan Hiott  
City Clerk

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Michael Owens  
Mayor, City of Mableton



## **AGENDA ITEM MEMORANDUM**

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**MEETING OF:** March 11, 2026

**DEPARTMENT:** [DEPARTMENT]

**ISSUE/AGENDA ITEM TITLE:** Boards and Commissions Appointments

**BACKGROUND/SUMMARY:** Councilman McNeely is recommending Kim Blunt to the Planning Commission.

**BUDGETED/FINANCIAL IMPACT – FUND:**

**RECOMMENDATION:**

**ATTACHMENTS:** None



## **AGENDA ITEM MEMORANDUM**

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**MEETING OF:** March 11, 2026

**DEPARTMENT:** [DEPARTMENT]

**ISSUE/AGENDA ITEM TITLE:** Ratification of Council member approved elevations - Brookwood Mixed Use located at 3753 Austell Rd, PIN **19085500050**

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

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

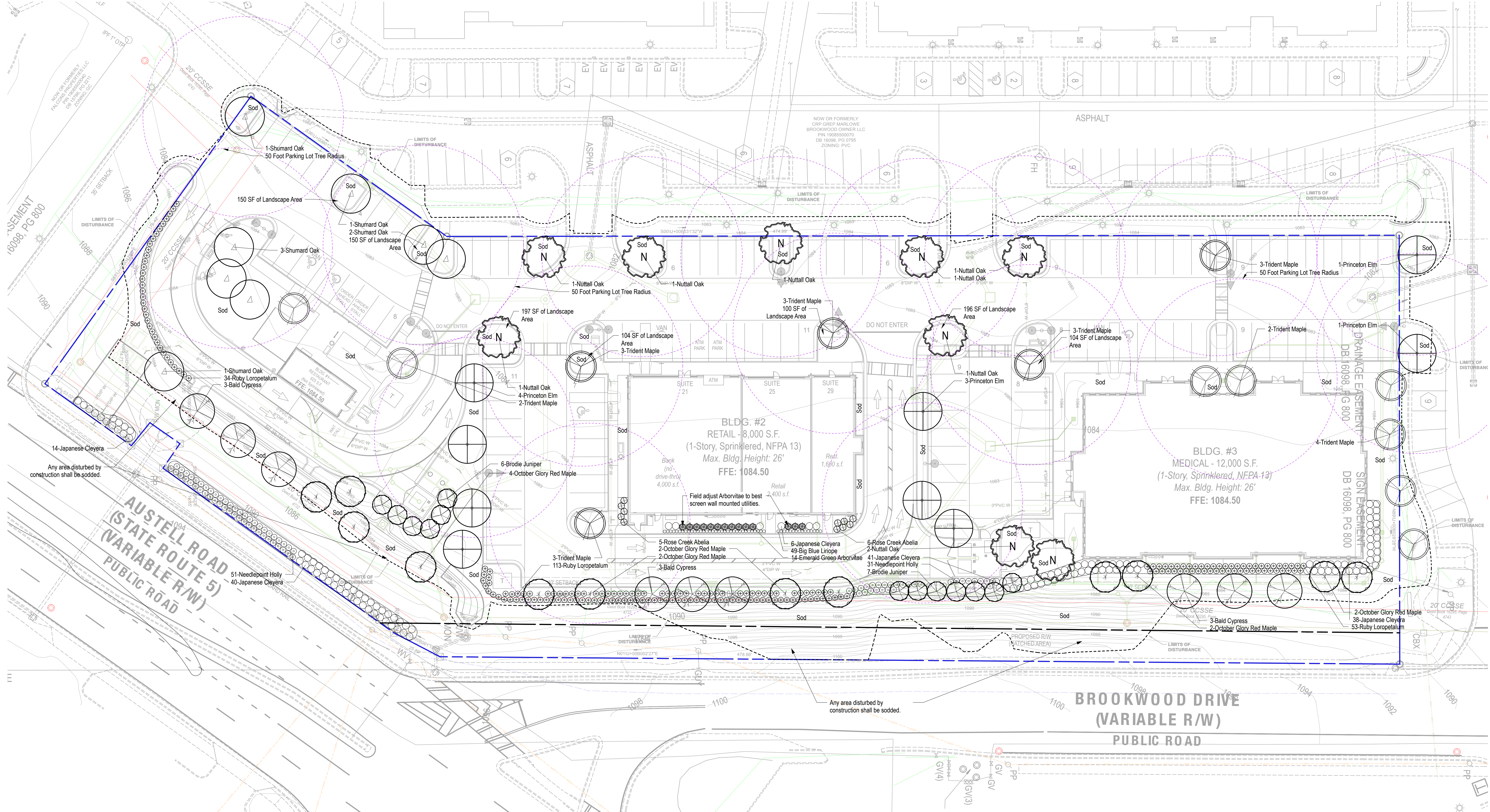
Deputy Community Development Director, Tina Garver met with Councilwoman Herndon and the architect team on February 13, 2026 to review the attached rendering. Attached to this action is the final approval.

**BUDGETED/FINANCIAL IMPACT – FUND:**

**RECOMMENDATION:** Ratification of rendering approval.

**ATTACHMENTS:**

1. Brookwood Village\_Elevations\_02.19.2026
2. BROOKWOOD VILLAGE\_Bldgs 1 3



GENERAL LANDSCAPE NOTES

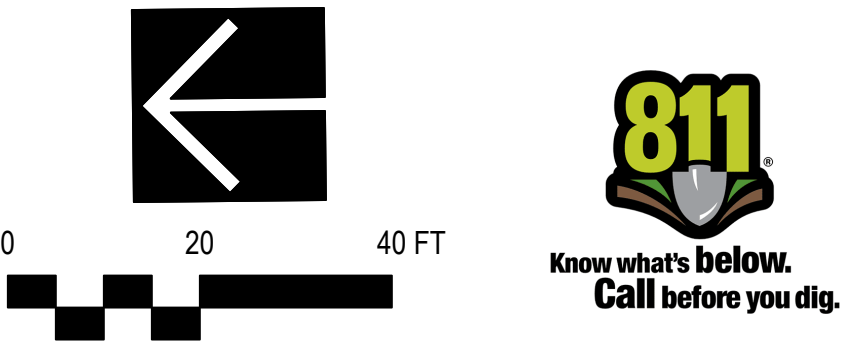
- 1. Landscape Contractor to read and understand the Landscape Details and Specifications prior to finalizing bids. The Landscape Specifications shall be adhered to throughout the construction process.
2. Contractor is responsible for locating and protecting all underground utilities prior to digging.
3. Contractor is responsible for protecting existing trees from damage during construction.
4. Contractor is responsible for understanding and adhering to all constraints and limits of the site as Code requirements as stated on the landscape plan, minimum plant sizes reflected on the plant schedule, property boundaries, limits of disturbance, easements and buffers.
5. All tree protection devices to be installed prior to the start of land disturbance, and maintained until final landscaping.
6. Tree protection areas to be protected from sedimentation.
7. Tree protection fencing shall be inspected daily, repair or replaced as needed.
8. No parking, storage or other construction activities shall occur within tree protection areas.
9. All planting areas shall be cleaned of construction debris (ie. concrete, rock, rubble, building materials, etc) prior to adding and spreading of the topsoil.
10. Minimum 4" depth of topsoil shall be added to all planting and sodded areas. Graded areas shall be held down the appropriate elevation to account for topsoil depth. See Landscape Specifications for required topsoil characteristics.
11. Remove debris, gravel, rock, and media not suitable for planting from all parking lot islands. Fracture/loosen subgrade to a min. 24" depth and ensure proper drainage is achieved, complete water park test. Add planting mix to achieve desired soil elevation; refer to landscape specifications and landscape island detail.
12. Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve topsoil (if provided by the General Contractor), and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.
13. Any deviations from the landscape plans shall be approved by the Landscape Architect or Owners Representative.
14. Landscaping shall be installed in conformance with ANSI Z60.1 the 'American Standard for Nursery Stock' and the accepted standards of the American Association of Nurserymen.
15. Existing grass in proposed planting areas shall be killed and removed. Hand rake to remove all rocks and debris larger than 1/2" inch in diameter, prior to adding topsoil and planting shrubs.
16. Sod to be delivered fresh (Cut less than 24 hours prior to arriving on site), laid immediately. Roll and watered thoroughly immediately after planting. Edge of sod at planting beds are to be "V" mounded or metal edging installed; see Landscape Details.
17. Any existing grass disturbed during construction to be fully removed, regraded and replaced. All tire marks and indentions to be repaired.
18. Soil to be tested to determine fertilizer and lime requirements prior to laying sod; Fertilize as recommended.
19. Annual and perennial beds: add min. 4 inch layer of organic material and till to a min. depth of 12 inches. Mulch annual and perennial beds with 3 inch depth of mulch.
20. All shrubs beds (existing and new) to be mulched with a min. 4 inch layer of mulch. Mulch shall be dark brown, double shredded hardwood mulch, or as otherwise desired by the Owners Rep. Mulch must be pulled away from all tree trunks and shrub stems a minimum 4".
21. Planting holes to be dug a minimum of twice the width of the root ball. Set plant material 2-3" above finish grade. Backfill planting pit with planting mix as specified in the Landscape Specifications.
22. Water thoroughly twice in first 24 hours and apply mulch immediately.
23. Stake all evergreen and deciduous trees as shown in the planting detail and as per the Landscape Specifications.
24. Remove stakes and guying from all trees after one year from planting.
25. The Landscape Contractor shall guarantee all installed plants for one full year from date of acceptance by the owner. All plants shall be alive and at a vigorous rate of growth at the end of the guarantee period. The Landscape Contractor shall not be responsible for acts of God or vandalism. See Landscape Specifications for Warranty requirements/expectations.
26. Any plant that is determined dead, in an unhealthy, unsightly condition, lost its shape due to dead branches, or other symptoms of poor, non-vigorous growth, shall be replaced by the Landscape Contractor. See Landscape Specifications for warranty requirements/expectations.

LANDSCAPE REQUIREMENT TABLE

Table with columns: SITE DENSITY, STREET FRONTAGE, PARKING LOT. Includes required and provided quantities for trees, shrubs, and parking spaces.

PLANT SCHEDULE

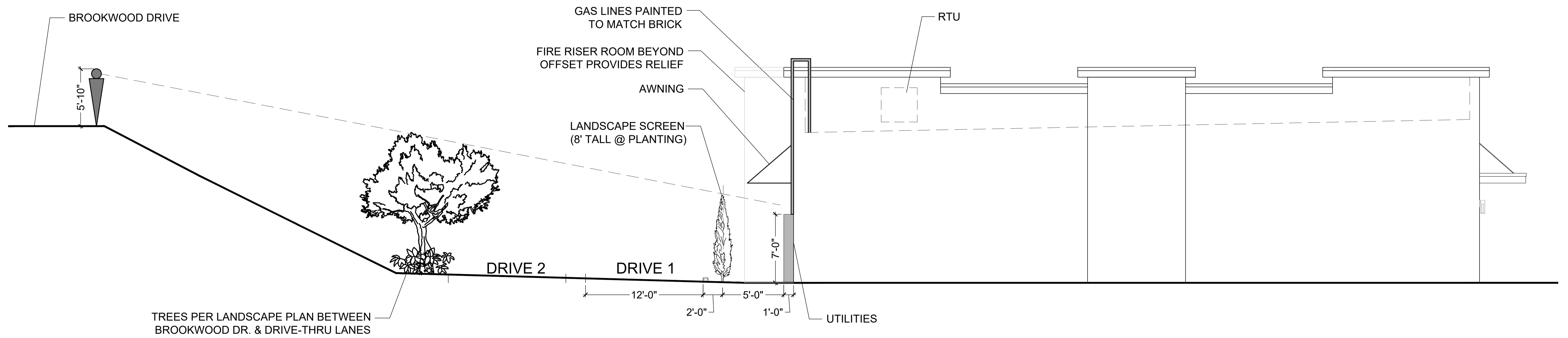
Table with columns: Symbol, Qty, Botanical Name, Common Name, Minimum Scheduled Size, Remarks. Lists various tree and shrub species and quantities.



NOTES: A preconstruction conference is required for this project prior to any finish landscaping. Call the City of Mableton at (404) 550-2511. There are critical factors on the landscape plan that affect both the general contractor and the landscape contractor. Planting area dimensions, planting methods and as well as plant materials must be in accordance with the approved plan, or the landscape inspector may delay the release of the certificate of occupancy. See sheet L-102 for Cobb County Commercial and General notes.

REVISION SCHEDULE table with columns: NO., DATE, BY, DESCRIPTION. Shows two revisions to the landscape comments and site plan.

MLD PROJECT #: 2025036. DRAWN BY: KCN. CHECKED BY: ADN. DATE: 4/21/25.



3753 AUSTELL RD SW, AUSTELL, GA 30106 | SITE SECTION SHOWING UTILITY SCREENING



② WEST (REAR) ELEVATION- FACING BROOKWOOD DR.  
3/16" = 1'-0"



① EAST (FRONT) ELEVATION- FACING PARKING & APARTMENTS  
3/16" = 1'-0"

3753 AUSTELL RD SW, AUSTELL, GA | BLDG 2 - ELEVATIONS

THE VILLAGE AT BROOKWOOD | OUT PARCELS

A24310  
02/19/2026

FINISHES TO MATCH  
ADJACENT  
APARTMENT

CANA  
ARCHITECTS



② WEST (REAR) ELEVATION- FACING BROOKWOOD DR.  
3/16" = 1'-0"



① EAST (FRONT) ELEVATION- FACING PARKING & APARTMENTS  
3/16" = 1'-0"

3753 AUSTELL RD SW, AUSTELL, GA | BLDG 2 - ELEVATIONS

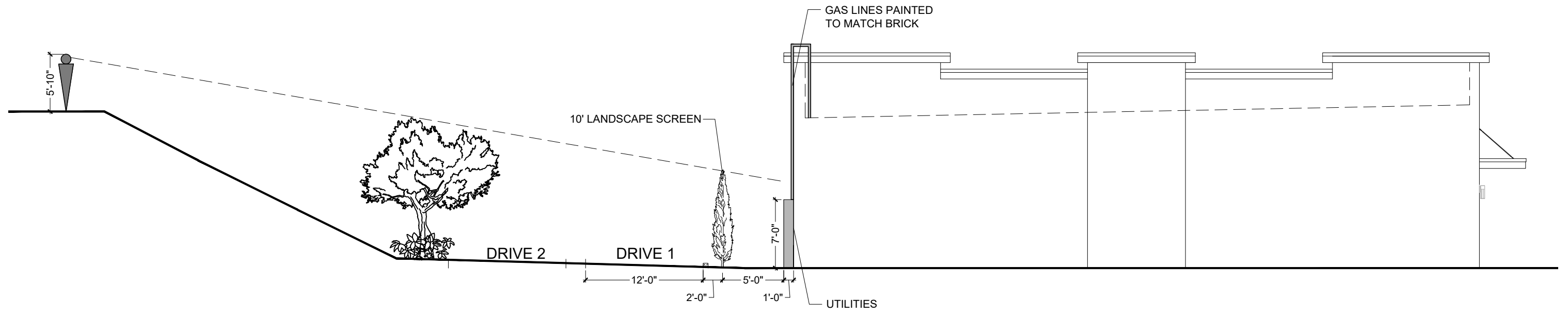
THE VILLAGE AT BROOKWOOD | OUT PARCELS

A24310  
02/19/2026

FINISHES TO MATCH  
ADJACENT  
APARTMENT

CANA  
ARCHITECTS







2 NORTH (SIDE) ELEVATION  
3/16" = 1'-0"



1 SOUTH (DRIVE-THRU) ELEVATION  
3/16" = 1'-0"

3753 AUSTELL RD SW, AUSTELL, GA | BLDG 2 - ELEVATIONS

THE VILLAGE AT BROOKWOOD | OUT PARCELS

FINISHES TO MATCH  
ADJACENT  
APARTMENT

A24310  
11/19/2025

C | A | A  
ARCHITECTS

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2 SOUTH (SIDE ENTRANCE) ELEVATION  
3/16" = 1'-0"



1 NORTH (SIDE) ELEVATION  
3/16" = 1'-0"

3753 AUSTELL RD SW, AUSTELL, GA | BLDG 3 - ELEVATIONS

THE VILLAGE AT BROOKWOOD | OUT PARCELS

FINISHES TO MATCH  
ADJACENT  
APARTMENT

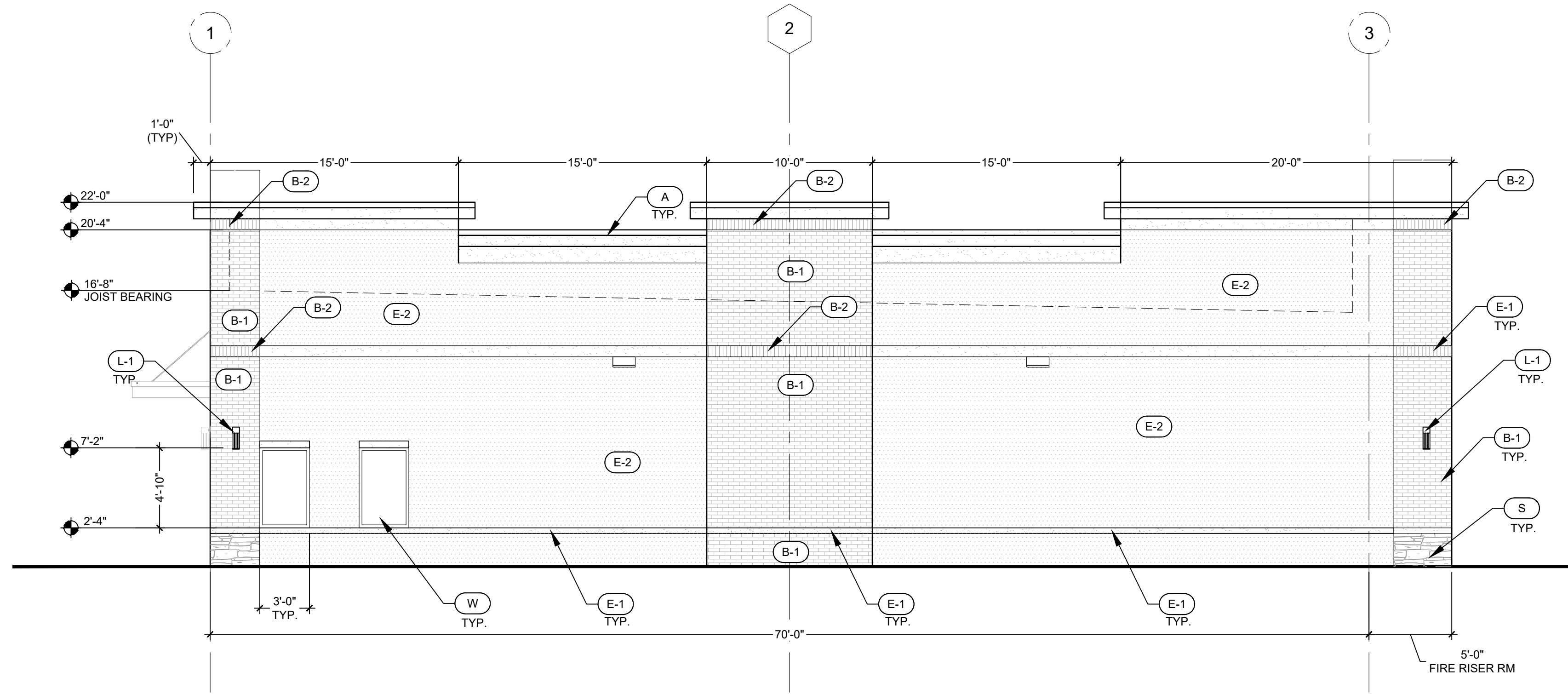
A24310  
11/05/2025



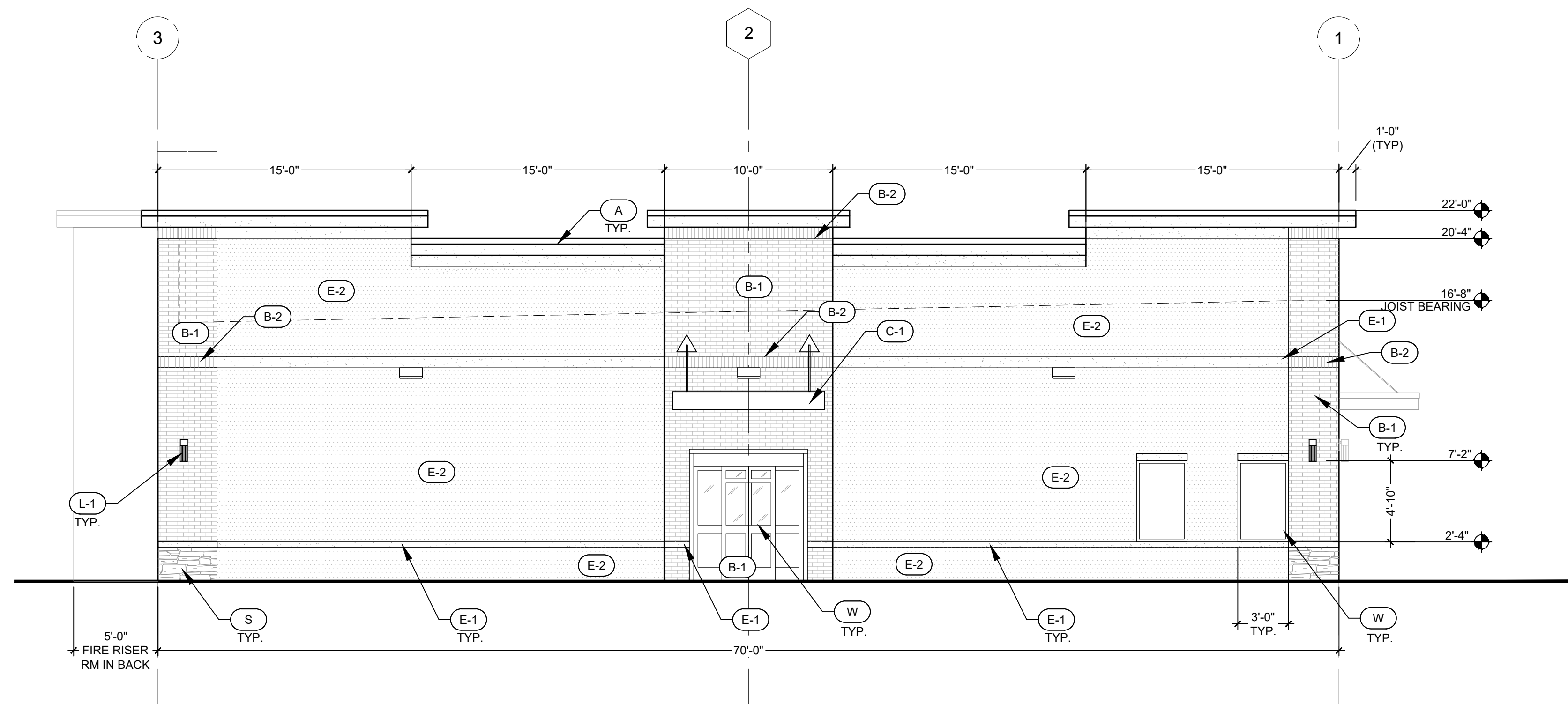
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FINISH SCHEDULE	
(B1)	BRICK W/ CAVITY ON 8" CMU
(B2)	BRICK W/ CAVITY ON 8" CMU
(C1)	PRE-MANUFACTURED OVERHEAD-SUPPORTED ALUMINUM CANOPY
(C2)	PRE-MANUFACTURED FABRIC AWNING
(C3)	PRE-MANUFACTURED ALUMINUM AWNING
(E1)	EIFS ON 2" INSULATION & 6" CFM STUD
(E2)	EIFS ON 2" INSULATION & 6" CFM STUD
(S)	STONE BASE W/ CAVITY ON 8" CMU
(SF)	STOREFRONT SYSTEM - YKK YES45 OR EQUAL
(DS)	DOWN SPOUT; SEE ROOF DRAINAGE CALCULATION SHEET & PLUMBING DOCUMENTS.
(CJ)	"CJ" CONTROL JOINT - SEE STRUCTURE
(W)	ALUMINUM FRAMED WINDOW
(A)	ALUMINUM COPING
(L)	JUNCTION BOX FOR SIGNAGE
(L1)	SCONCES, SHIELDED EXTERIOR LIGHT FIXTURE; SEE RCP & ELECTRICAL DOCUMENTS
(L2)	EXTERIOR LIGHT WALL PACKS WITH SHIELDS TO LIMIT LIGHT THROW TO 30 DEGREES



2 NORTH (SIDE) ELEVATION  
3/16" = 1'-0"



1 SOUTH (DRIVE-THRU) ELEVATION  
3/16" = 1'-0"

VILLAGE AT BROOKWOOD RETAIL  
**TLM REALTY, INC.**  
 3753 AUSTELL RD SW, BLDG 100  
 AUSTELL, GA 30106  
**CNNA ARCHITECTS, INC.**

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Print Record	
06/16/2025	PROGRESS SET
07/12/2025	PERMITTING PRICING SET
09/22/2025	PERMIT SUBMITAL

Revisions	

Project No.:  
**A24310**  
 Project Date:  
**April 30, 2024**  
 Cadd File No:  
 Drawn By:  
**JHO**  
 Checked By:  
 Scale:  
**3/16"=1'-0"**

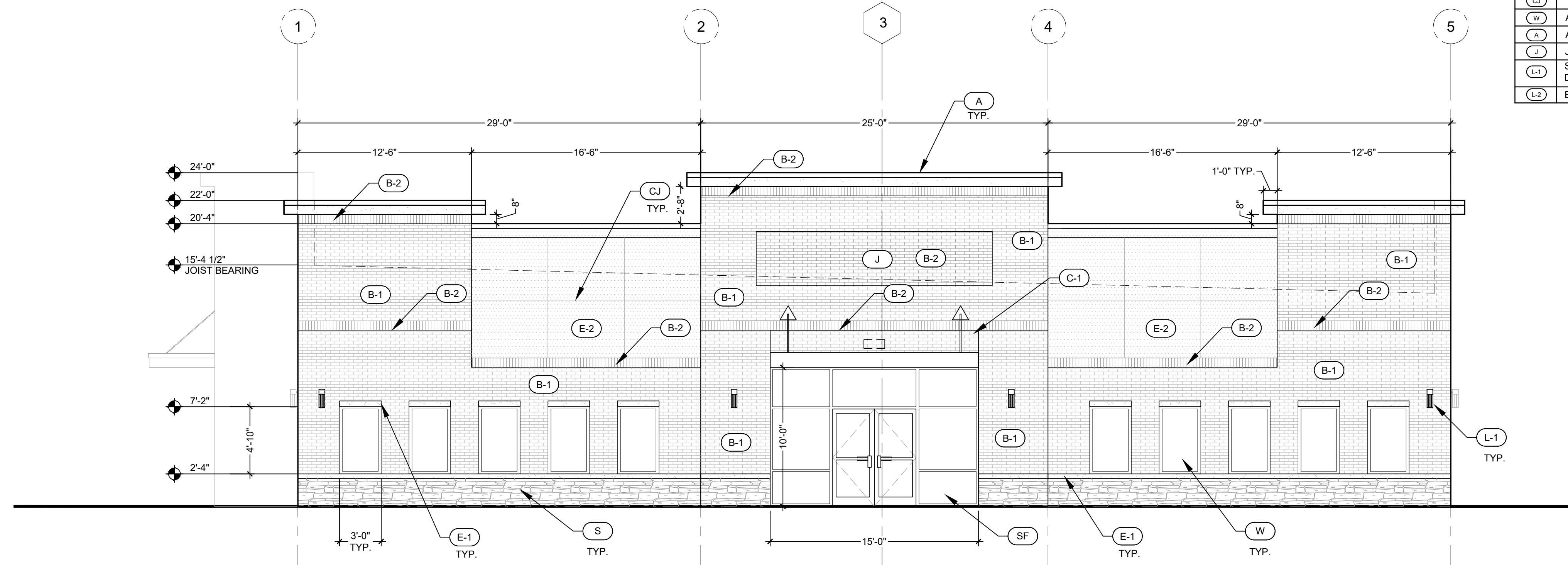
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**EXTERIOR ELEVATIONS**

Sheet No.

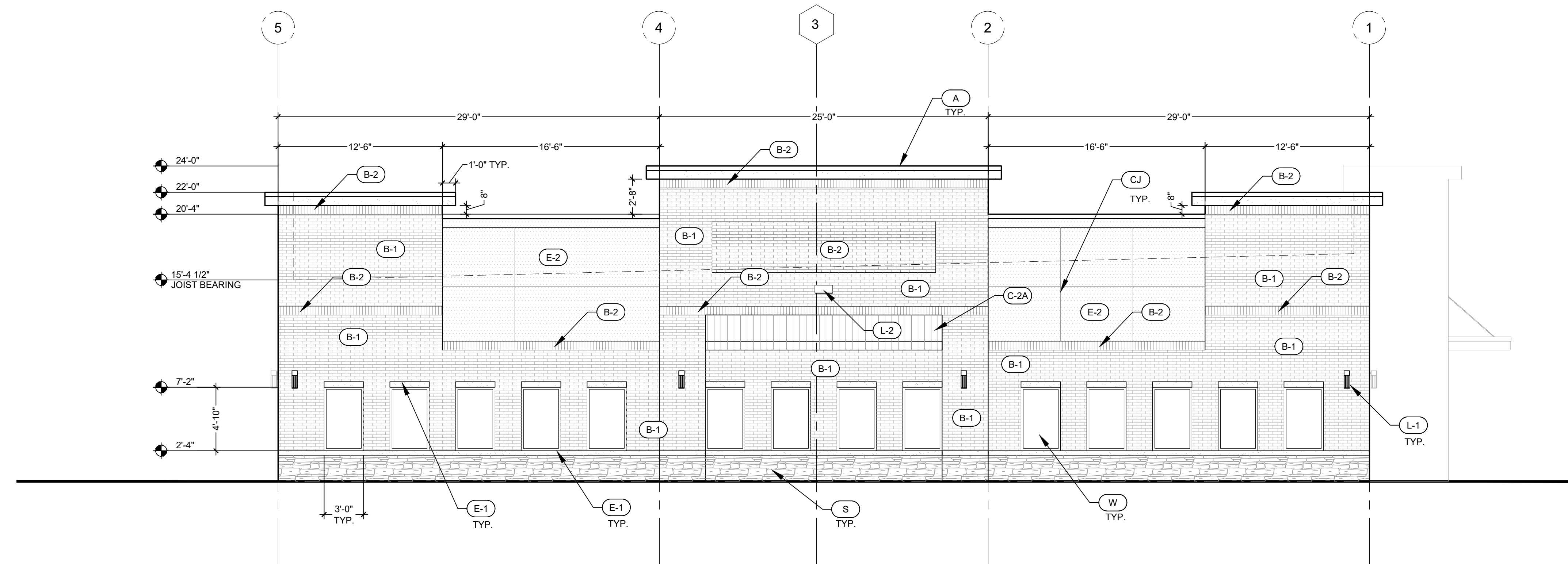
**A4.2**



FINISH SCHEDULE	
(B-1)	BRICK W/ CAVITY ON 8" CMU
(B-2)	BRICK W/ CAVITY ON 8" CMU
(C-1)	PRE-MANUFACTURED OVERHEAD-SUPPORTED ALUMINUM CANOPY
(C-2A)	PRE-MANUFACTURED FABRIC AWNING
(C-2B)	PRE-MANUFACTURED ALUMINUM AWNING
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(S)	STONE BASE W/ CAVITY ON 8" CMU
(SF)	STOREFRONT SYSTEM - YKK YES45 OR EQUAL
(DS)	DOWN SPOUT: SEE ROOF DRAINAGE CALCULATION SHEET & PLUMBING DOCUMENTS.
(CJ)	"CJ" CONTROL JOINT - SEE SHEET A601 FOR INFORMATION
(W)	ALUMINUM FRAMED WINDOW
(A)	ALUMINUM COPING
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(L-1)	SCONCES: SHIELDED EXTERIOR LIGHT FIXTURE; SEE RCP & ELECTRICAL DOCUMENTS
(L-2)	EXTERIOR LIGHT WALL PACKS WITH SHIELDS TO LIMIT LIGHT THROW TO 30 DEGREES



2 SOUTH (SIDE ENTRANCE) ELEVATION  
3/16" = 1'-0"



1 NORTH (SIDE) ELEVATION  
3/16" = 1'-0"

VILLAGE AT BROOKWOOD MEDICAL  
**TLM REALTY, INC.**  
 3753 AUSTELL RD SW, BLDG 200  
 AUSTELL, GA 30106  
**CNNA ARCHITECTS, INC.**

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Print Record	
06/16/2025	PROGRESS SET
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09/22/2025	PERMIT SUBMITAL

Revisions	

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**A24310**  
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**April 30, 2024**  
 Cadd File No:

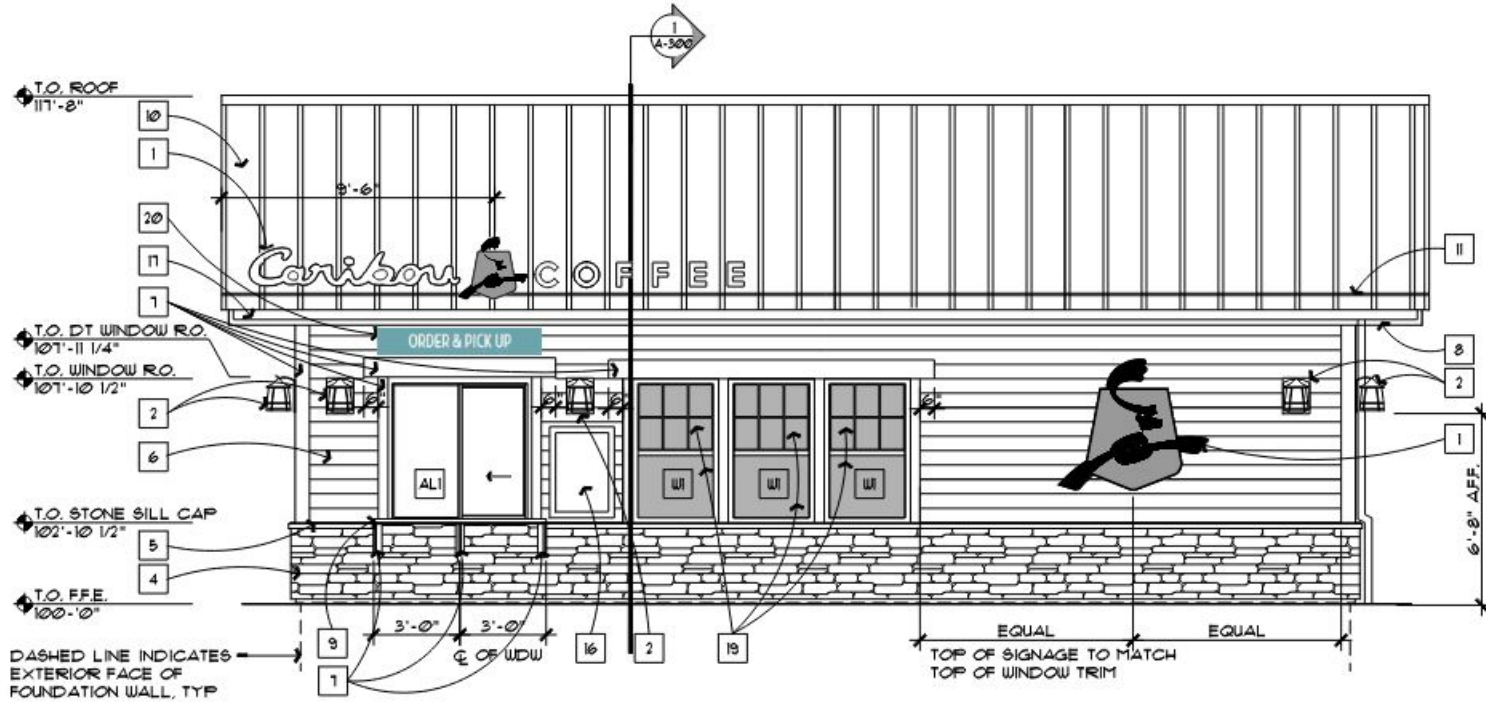
Drawn By:  
**JHO**  
 Checked By:

Scale:  
**3/16"=1'-0"**

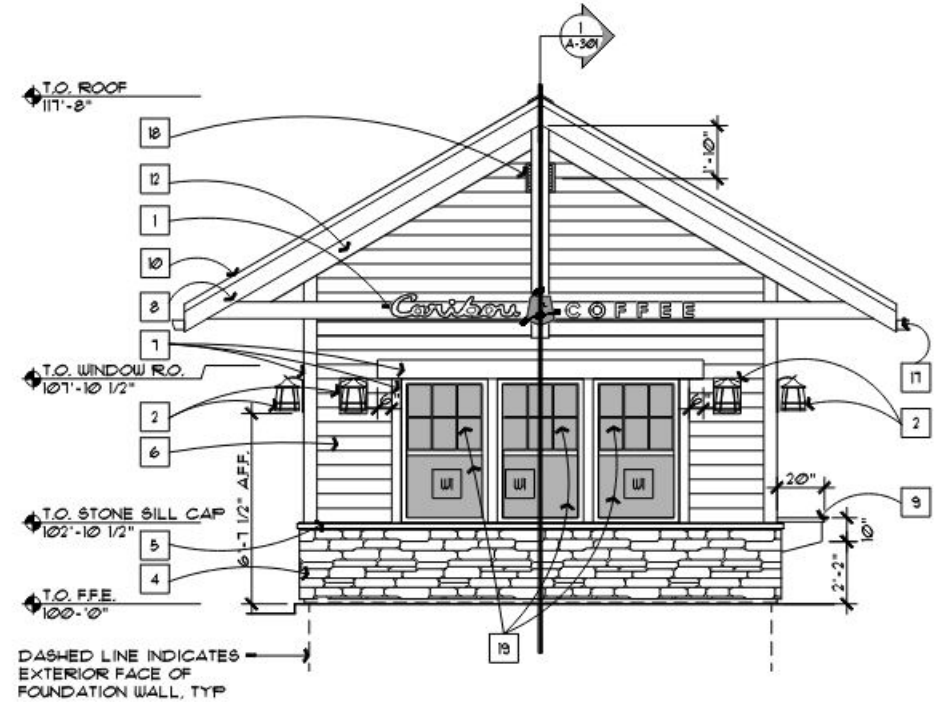
Sheet Title:  
**EXTERIOR ELEVATIONS**

Sheet No.

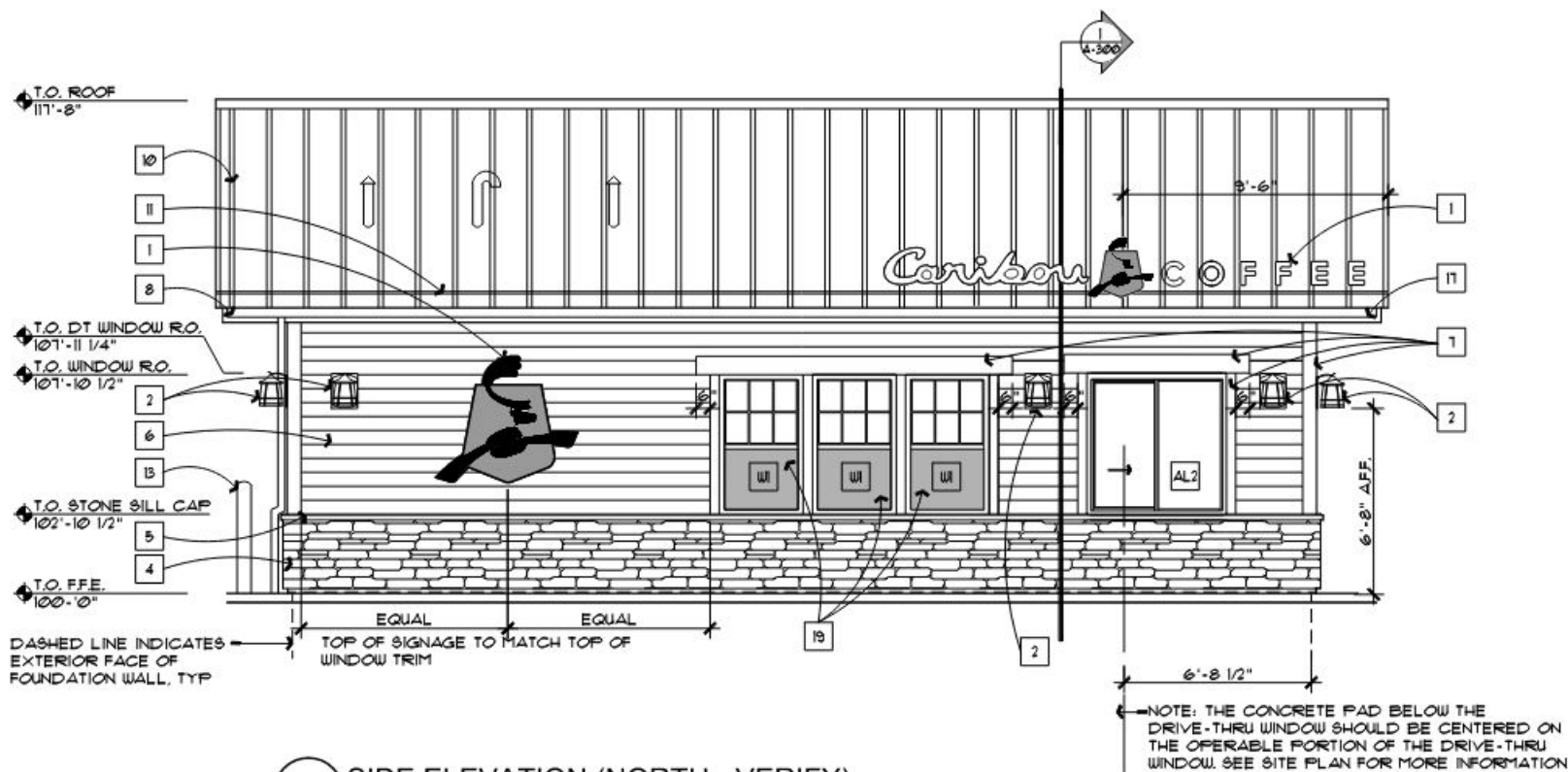
**A4.2**



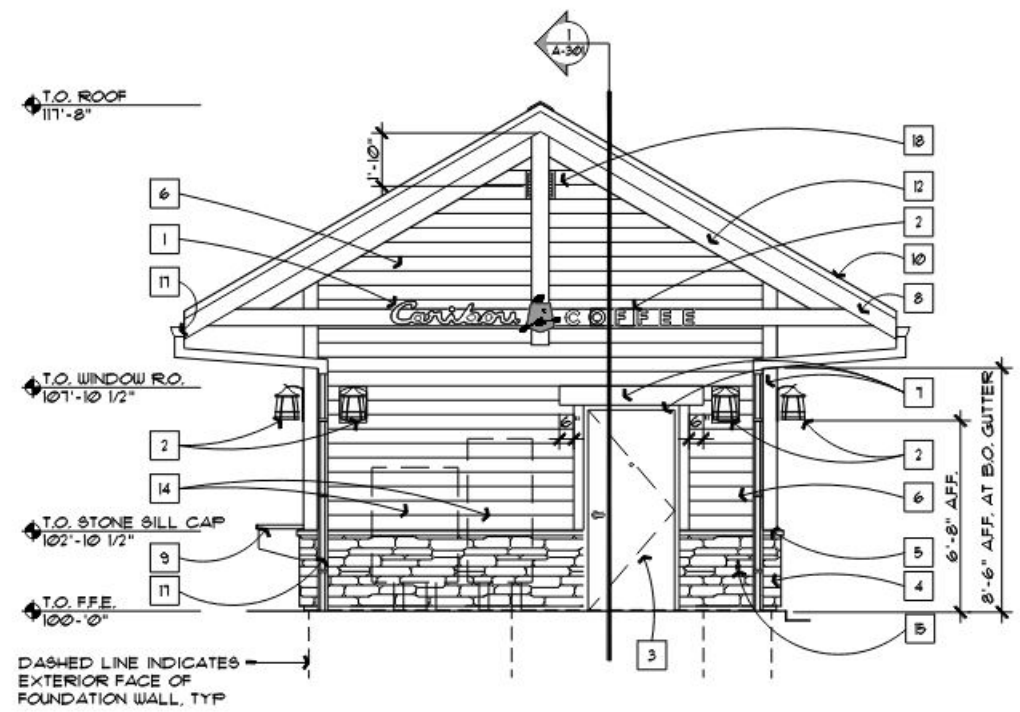
1 SIDE ELEVATION (SOUTH - VERIFY)  
1/4" = 1'-0"



2 FRONT ELEVATION (WEST - VERIFY)  
1/4" = 1'-0"



3 SIDE ELEVATION (NORTH - VERIFY)  
1/4" = 1'-0"



4 REAR ELEVATION (EAST - VERIFY)  
1/4" = 1'-0"





## **AGENDA ITEM MEMORANDUM**

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**MEETING OF:** March 11, 2026

**DEPARTMENT:** [DEPARTMENT]

**ISSUE/AGENDA ITEM TITLE:** Approval of February 25, 2026 Work Session Minutes

**BACKGROUND/SUMMARY:**

**BUDGETED/FINANCIAL IMPACT – FUND:**

**RECOMMENDATION:**

**ATTACHMENTS:**

1. February 25, 2026 Work Session Minutes



## CITY OF MABLETON, GEORGIA

Riverside EpiCenter  
135 Riverside Pkwy, Austell, GA 30168  
February 25, 2026 at 5:15 PM

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

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### CITY COUNCIL WORK SESSION MINUTES

#### 1. CALL TO ORDER

Mayor Owens called the meeting to order at 5:39 p.m.

#### 2. ROLL CALL

City Clerk Hiott conducted the roll call. All were present except Councilmembers McNeely and Brown who were attending mandated training for new councilmembers. A quorum was present.

#### 3. AGENDA ITEMS AND DISCUSSION

##### a. Verkada Security System Installation and Licensing Agreement with Knine All Systems, Inc. for Mableton Municipal Court Background and Recommendation - IT Director Frantz Francois

Mayor Owens announced the item and recognized IT Director Frantz Francois who provided background.

Highlight of his presentation:

- The Verkada security solution was for the Mableton Municipal Court.
- The City also uses Verkada currently in another building. Knine is the company recommended that carries the Verkada system.
- The design and installation plan was shown.
- Explanation followed about the location of doors, placement of cameras and other security devices such as panic buttons.
- There are 22 surveillance cameras, access control for twelve secured doors, an intrusion alarm system with motion detectors and courtroom panic buttons. There is a centralized monitoring and management via the Verkada Command Platform.
- Verkada is used by Fortune 500 companies.
- The price of the low voltage Verkada System by Knine All Systems is \$88,509.38.
- The one-year annual licensing agreement is \$9,817.76.

Questions and discussion followed:

- Councilmember Jeffcoat asked questions about what was included in the price. Mr. Francois explained the cost included installation and equipment. The equipment will belong to the City. If anything happens to the devices in the next year or two, the company will replace them.
- Councilmember Jeffcoat expressed her concern that the City follows the procurement process and remains competitive and does not show partiality towards a specific company. She asked for details of the procurement process. Mayor Owens recognized Finance Director Karen Ellis and/or the Purchasing Manager, Pearl Alexander, to respond to the question. Finance Director Karen Ellis explained how the City did have a procurement process. Staff wanted to look at continuity and compatibility with other devices throughout the City buildings. The City used the single source process. When staff received the quote, staff negotiated with them to come down on their price so that the City could continue services with them.
- Mayor Owens commented about negotiations with entities such as Knine, agencies can do a five-year deal to get more of a discount than with a one-year deal. IT Director Francois explained that the agreement does show one year, but it will be renewable every year for five years.
- Questions continued about the year and model cameras and other equipment, including the location of the cameras.
- Questions followed about having a maintenance contract and the process of software updates. IT Director Francois will get additional information about the maintenance contract. He provided an explanation of how the software updates occurred.
- Mayor Owens inquired about the physical security and the single-door public entrance shown in the drawing, noting there was not a way out. IT Director Francois explained that Court Administrator Mallory Minor had the Sheriff's Department to visit and review the court layout. He explained with the different checks and balances between the contractor, the architect, the fire marshal, and the sheriff, that the single door entrance was noticed and has been addressed. Another drawing with changes could not be ready in time for the meeting.
- Councilmember Ferguson asked for clarification of the location of the dome cameras. Explanation followed.

There being no more questions, Mayor Owens continued to the next agenda item.

#### **4. PRE REGULAR MEETING AGENDA REVIEW**

Mayor Owens led in review of the regular meeting agenda.

City Manager Tanks commented about some steps being taken to improve the agenda process.

Items with special notation:

6a - Alliance Industrial, is requesting approval to rezone a 21.55-acre parcel located on Oak Ridge Commerce Way from Mobile Home Park (MHP) to Light Industrial (LI) to allow for the development of a 300,000-square-foot warehouse/distribution center - this item is recommended for deferral.

6b - REZ 2025-006, located at Old Alabama Road and Cardell Road, request to rezone 21 acres from R-20/OSC to RA-6 for the development of 94 single-family detached homes - this item is recommended for deferral.

11a - REZ 2025-09 - 6671 Mableton Parkway - request to change the zoning designation from R-20 to NRC - There was discussion about the status of the item on the regular agenda, whether the item will be discussed or deferred again. Councilmember Jeffcoat asked about the two-year temporary land use and if four years could be considered. Since the City Attorney had not arrived yet, this will be discussed at the regular meeting.

Mayor Owens provided a general overview of the other items.

**5. ANNOUNCEMENTS**

None.

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

None.

**7. ADJOURNMENT**

**Motion** made by Councilmember Ferguson and seconded by Councilmember Herndon to adjourn the meeting. The meeting adjourned at 6:14 p.m.

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Dr. Michael Owens, Mayor

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Susan Hiott, City Clerk



## **AGENDA ITEM MEMORANDUM**

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**MEETING OF:** March 11, 2026

**DEPARTMENT:** [DEPARTMENT]

**ISSUE/AGENDA ITEM TITLE:** Approval of February 25, 2026 Regular Meeting Minutes

**BACKGROUND/SUMMARY:**

**BUDGETED/FINANCIAL IMPACT – FUND:**

**RECOMMENDATION:**

**ATTACHMENTS:**

1. February 25, 2026 Regular Council Meeting Minutes (2)



## CITY OF MABLETON, GEORGIA

Riverside EpiCenter  
135 Riverside Pkwy, Austell, GA 30168  
February 25, 2026 at 6:30 PM

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

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### CITY COUNCIL REGULAR MEETING MINUTES

**1. CALL TO ORDER**

Mayor Owens called the meeting to order at 6:43 p.m.

**2. ROLL CALL**

City Clerk Hiott conducted the roll call. All were present except Councilmembers McNeely and Brown who were attending mandated training for newly elected council members. A quorum was present.

**3. INVOCATION**

Invocation was Led by City Manager Tanks.

**4. PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was Led by Councilmember Ferguson.

**5. APPROVAL OF AGENDA**

**Motion** was made by Councilmember Herndon and seconded by Councilmember Ferguson to approve the agenda with the addition of the Resolution proposed by Councilmember McNeely at the February 11th Regular Meeting.

City Attorney Walker-Ashby requested that the item be moved to Item 18 following Executive Session, as she has an update to present to Council regarding litigation and pending proceedings related to the item. Councilmember Herndon agreed. The City Attorney also suggested a recess as an alternative option to allow the item to be discussed earlier. Upon the City Attorney's recommendation, the motion was amended accordingly and made.

**Motion** was made by Councilmember Herndon to approve the agenda by adding the resolution and Executive Session to have a recess before to include 11c, Executive Session for purpose of litigation, real estate, and personnel and administrative sessions, and to consider the resolution that Councilmember McNeely proposed at the last meeting. Councilmember Ferguson seconded. A vote was held and the motion failed. **Yeas: Ferguson, Herndon and Nays: Davis, Jeffcoat, and Owens**

**Motion** made by Councilmember Jeffcoat to approve the agenda as written. Councilmember Davis seconded. The motion passed 3-2. **Yeas: Owens, Jeffcoat and Davis and Nays: Ferguson and Herndon.**

## 6. PUBLIC HEARINGS

- a. **REZ2025-011 - Tax Parcel 18042100010 /18042000090 (Oak Ridge Commerce Way) - Request to rezone a 29.15-acre parcel to rezone from MHP to LI for A 300,000 square foot warehouse/distribution center. *Planning Commission Recommends Approval - Director Michael Hughes***

*Open Public Hearing*

*Applicant and Speakers who are In Favor - 10 Minutes*

*Opposition - 10 Minutes*

*Close Public Hearing*

*Council Questions and Discussion*

Mayor Owens announced the item and recognized Community Development Director Michael Hughes.

(By way of background), the applicant, Alliance Industrial, is requesting approval to rezone a 21.55-acre parcel located on Oak Ridge Commerce Way from Mobile Home Park (MHP) to Light Industrial (LI) to allow for the development of a 300,000-square-foot warehouse/distribution center. The property is located in District One. Staff recommended approval of the request, and the Planning Commission also recommended approval. In addition, the Planning Commission added a stipulation prohibiting the use of the site as a data center.

Mayor Owens stated that Council would like to defer the item to the April 8 public hearing to allow for further review of infrastructure-related matters. City Attorney Walker-Ashby agreed, noting that the deferral would allow time for final due diligence.

**Motion** was made by Councilmember Ferguson and seconded by Councilmember Herndon to defer the item to the April 8 agenda. The motion passed unanimously, 5–0.

- b. **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 94 single-family detached homes. - *Applicant Planning Commission Recommend Deferral - Director Michael Hughes***

Mayor Owens announced the item and recognized Director Hughes. Director Hughes noted that the applicants' representative had requested a deferral of this item to April 2nd to go before the Planning Commission and April 22nd to come back before Council.

(By way of background), the case REZ 2025-006, located at Old Alabama Road and Cardell Road, request to rezone 21 acres from R-20/OSC to RA-6 for the development of

94 single-family detached homes. The case was originally heard at the Planning Commission's Dec 4th, 2025 meeting and tabled to January 8th, 2026. It was then heard again on Feb 5 and will now go back to the Planning Commission on April 2nd.

**Motion** was made by Councilmember Jeffcoat and seconded by Councilmember Daivs to defer the item to the April 22nd agenda. The motion passed unanimously, 5–0.

## 7. PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS

### a. FY 2026 2nd Quarter Financial Review - Finance Director Karen Ellis

Mayor Owens introduced the item and recognized Finance Director Karen Ellis, who presented the FY 2026 Second Quarter Financial Review. The full report is included in the agenda packet for the record.

The review covered financial activity from July 1 through December 25, representing approximately 50% of the fiscal year.

#### **Overview:**

- Revenue collections are nearly 100% of projections.
- Expenditures are just under 30% of the budget.

#### **Variance Analysis:**

- Franchise taxes appear in arrears because payments are recorded quarterly but are expected to meet projections.
- Business occupational tax revenue is expected to increase significantly due to upcoming renewals.
- Insurance premium taxes are tracking approximately 200% above projections.
- Permitting and business license revenues are trending above projections.
- Interest income is also exceeding projections.
- Risk Management is a once-a-year payment and is currently projected to come in under budget.
- The City's combined cash and investments for both the City and the Urban Redevelopment Agency total approximately \$19 million.

Councilmember Ferguson asked a general question about whether it is typical for the City to receive most of its revenues by the midpoint of the fiscal year. Director Ellis explained that some major revenue sources are currently exceeding expectations, which is driving the higher average, but noted that this trend is not expected to remain. Director Ellis also provided a detailed breakdown of revenues and expenditures, noting that most departments are either below or close to budget. Risk Management is the only area appearing higher, but it is not expected to exceed its allocated amount.

#### **Current Fund Balances:**

Tree Fund: Approximately \$80,000

Six Flags Special Service District: Approximately \$1,135,024

Hotel/Motel Tax Fund: Approximately \$241,000 coming in for the year. A portion goes to the general fund and the rest is used for marketing/DMO purposes, which are managed on

behalf of the City by Cobb Travel Tourism.  
Capital Projects Fund: Approximately \$1,129,171  
Urban Redevelopment Agency (URA): Approximately \$2,213,021

City Manager Tanks clarified that the Hotel/Motel Tax Funds are overseen by Cobb Travel & Tourism, not Cobb County Government. Mayor Owens added that Hotel/Motel tax revenues are trending closer to \$500,000, consistent with initial expectations. Director Ellis emphasized that the City's conservative budgeting practices.

## 8. APPOINTMENTS

### a. Appointment to the Planning Commission

Mayor Owens announced that Councilmember Herndon is recommending Munzir Naqvi to serve on the Planning Commission as the District 6 representative.

Councilmember Herndon introduced Mr. Naqvi and shared that he has expressed strong interest in serving the City. She stated that she was pleased to bring his recommendation forward. Mayor Owens also acknowledged Mr. Naqvi's enthusiasm and willingness to become involved.

**Motion** was made by Councilmember Herndon and seconded by Councilmember Fergsuon to approve the nomination of Munzir Naqvi to the Planning Commission as a representative of District 6. The motion passed 5-0.

Mayor Owens administered the Oath of Office to Mr. Naqvi and signed the oath for official record. Photos were taken.

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.

**Monica Delancy** highlighted various past events and upcoming activities within the Mableton community.

**Leroy Tre Hutchins** provided an update from the Cobb County Board of Education, noting the recent approval of Power Public School, the first charter school approved in Cobb County in 13 years. The school is intended to serve students in grades six through twelve in the South Cobb area. He also acknowledged the recent passing of an employee at Mableton Elementary School and asked for thoughts and prayers.

**Stebe Friedman** mentioned a recent blood drive hosted by the Red Cross that will be held at the Mableton Lodge from 12:00 p.m. to 5:00 p.m., along with sickle cell testing. He also discussed the Georgia CHiP Program, a child identification program, and provided additional details.

**China Cardriche** expressed her excitement and appreciation for the approval of Power Public School, which is her dream realized. She shared her enthusiasm about launching the nation's first AI-empowered school, beginning in South Cobb. She expressed appreciation to all involved. She noted that enrollment will open in April for sixth and seventh grade.

**Sam Culbreath** spoke on behalf of the Austell Community Task Force and shared a little about the organization. He also shared details about the upcoming general meeting and composting event they will be hosting.

**Denny Wilson** gave a shout-out to Councilmember Herndon for speaking out about the recent increase in gas prices with Austell Gas and expressed her appreciation for the community coming together on the issue.

**Patricia Auch** expressed her frustration over the denial of a resolution proposed by two Councilmembers to be added to the agenda. She emphasized that no issue is more important to the community than service delivery with the County and highlighted the upcoming Cross-Over Day.

**Adam Matz** — (The comment card was initially overlooked and not shared during the meeting; however, it is being added to the record.) The speaker was invited to share his comments at the next Council meeting if he wishes. His remarks concerned the Concord and Hicks intersection, specifically the lack of left-turn access for north and southbound traffic, as well as the recent increase in Austell gas prices.

## 10. CONSENT AGENDA

**Motion** was made by Councilmember Ferguson and seconded by Councilmember Jeffcoat to approve the Consent Agenda. The motion carried 5-0.

- a. **Ratification of Council member approved landscaping plan - 6470 Mableton Pkwy, PIN 18029700400**
- b. **Approval of the recommendation for appointment of Gerald Geeter to the Planning Commission**
- c. **Approval of the recommendation of reappointment of Clyde Ward to the License Review Board**
- d. **Approval of February 9, 2026 Work Session Minutes**
- e. **Approval of February 11, 2026 Regular Council Meeting Minutes**
- f. **Authorization for the Mayor to negotiate and execute in substantial form a Verkada Security System Installation and Licensing Agreement with Knine All Systems, Inc. for Mableton Municipal Court (\$88,509.38 + \$9,817.76)**

## 11. UNFINISHED BUSINESS

- a. **REZ2025-009 - Tax Parcel 18039000110 (6671 Mableton Parkway) - Request to rezone a 2.33-acre parcel to rezone from R-20 to NRC for a commercial development. - Director Michael Hughes**

### **Council Questions and Discussion**

Mayor Owens introduced the item and recognized Deputy Community Development Director Tina Garver, who provided background information and delivered a presentation. The presentation is included in the agenda packet for the record.

Mrs. Garver stated that the request is for the rezoning of 6671 Mableton Parkway and noted that the application was previously deferred to allow Council time to review the case. The

request seeks to change the zoning designation from R-20 (Single-Family Residential) to NRC (Neighborhood Retail Commercial). She explained that staff recommends denial of the rezoning request but approval of a Temporary Land Use Permit with stipulations. She added that the Planning Commission made the same recommendation, including additional stipulations.

Mrs. Garver provided a detailed timeline and history of the property, including the following:

- Early 1970s: Cobb County established the property's zoning as R-20.
- 1996: The current owner obtained a Certificate of Occupancy for a hair salon business.
- 2003: The current owner purchased the property from Marathon Oil Company.
- 2023: The last recorded payment of personal property taxes was made to the County.
- September 2024: A new applicant applied for an Occupational Tax Certificate and was denied.
- November 2024: An application was submitted to rezone the property to NRC.
- January 2025: The Planning Commission heard the application and recommended that the Council approve a Temporary Land Use Permit.

Mrs. Garver also provided additional clarification on the following:

- The establishment of a nonconforming use
- The distinction between tax classification and zoning categories
- The deed restrictions

She reviewed the zoning map, future land use map, zoning case history in the surrounding area, the Mableton Parkway Design Standards adopted by Cobb County in 2017, and the site layout. She further clarified staff's recommendations regarding site improvements and removals.

Councilmember Jeffcoat asked about the difference between a Temporary Land Use Permit (TLUP) and a Special Land Use Permit (SLUP). She noted that a TLUP requires renewal every two years, whereas a SLUP allows for a four-year renewal period, and asked why the SLUP was not considered a viable option.

Mrs. Garver explained that a SLUP is intended for specific uses identified in the zoning code's use chart, while the code provides greater flexibility through a TLUP.

Councilmember Jeffcoat then asked whether provisions could be made to allow for a different approach. Mrs. Garver confirmed that provisions could be made; however, any such change would apply to all permit applications submitted to the City.

Councilmember Ferguson asked about the possibility of updating the SLUP chart. Mrs. Garver confirmed that it was an option but noted that any such update would apply to all permit applications submitted to the City going forward.

Councilmember Jeffcoat highlighted the extenuating circumstances associated with this case. Mrs. Garver explained that a SLUP would run with the property and would not provide the two-year touchpoints with the property owner that a Temporary TLUP allows.

Councilmember Jeffcoat mentioned the consideration of the City's interim Comp Plan vs the Mableton 2045 Comprehensive Plan when considering future land use.

City Manager Tanks reminded everyone that the governing body has the final authority, and that the staff's role is to provide the Council with the information needed to make a well-informed decision.

Councilmember Jeffcoat expressed appreciation for the thorough background information and stated that she would like the Council to consider a text amendment to allow the renewal period to extend up to four years for the applicant.

Councilmember Ferguson asked about the approval process for required permits and licenses once the TLUP is granted. He also inquired about the timeline for the applicant to complete the necessary steps to satisfy the proposed stipulations, noting that the City currently lacks sufficient information to accurately assess the completion timeframe. Mrs. Garver provided an explanation from the staff's perspective.

Councilmember Ferguson expressed concern about placing undue pressure on the applicant for a situation that had not previously been an issue. He noted that the timeline also includes periods when the City was undergoing transitions.

City Manager Tanks reminded everyone that the Council had approved three opportunities for extensions on business license renewals during the transition period. He asked the Council to be mindful that staff is operating within the parameters established by the Council through ordinance and code. Councilmember Ferguson agreed for a deferral of the case to allow the Council to review further and emphasized that the Council's responsibility is to the citizens.

Councilmember Herndon emphasized the urgency of reaching a timely decision to assist the applicant within the period allowed by the deferral.

City Attorney Walker-Ashby stated that she had committed to the applicant's attorney to defer the matter to the April 8th meeting, allowing time to consult with staff, City leadership, and the applicant to reach an agreeable solution.

**Motion** was made by Councilmember Jeffcoat and seconded by Councilmember Herndon to defer the item to the April 8th agenda. The motion passed 5-0.

**b. Second Read - An Ordinance Updating Chapter 1, Article 1, General Provisions, of the City Code of Ordinances, Authorizing Interim Appointments to Boards, Commissions and Authorities; and for Other Purposes - City Attorney Emilia Walker-Ashby**

Mayor Owens announced the item and recognized City Attorney Emilia Walker-Ashby, who noted that there were no changes made since the First Read.

**Motion** was made by Councilmember Jeffcoat and seconded by Councilmember Davis to

approve the Ordinance as written. Motion passed 5-0.

## 12. NEW BUSINESS

### a. **Resolution Establishing the Excise Tax Rate for Alcohol Wholesalers and Dealers - Deputy Community Development Director Tina Garver**

Mayor Owens announced the item and recognized Community Development Deputy Director Tina Garver, who provided background. She explained that this item establishes an excise tax for alcohol wholesalers and dealers conducting business in the City of Mableton. She noted that while the Alcohol Ordinance already established an excise tax, she noted that it referenced a fee schedule that would be set by this resolution. She also presented the fees permitted under state law and also those charged by other local jurisdictions.

Councilmember Ferguson asked for clarity concerning the uniformity in the language and structure of the added clauses. City Attorney Walker-Ashby responded.

**Motion** made by Councilmember Herndon and seconded by Councilmember Davis to establish the Excise Tax Rate for Alcohol wholesalers and dealers. Motion passed 5-0.

### b. **Amendment of Lease Agreement between Vishal Hawthorne and City of Mableton for Suite 30, 1245 Veterans Memorial Highway, Hawthorne Plaza - City Attorney Emilia Walker-Ashby**

Mayor Owens announced the item and recognized City Attorney Walker-Ashby, who provided background. The City Attorney explained that the request is to authorize the Mayor to extend the lease, granting the City up to five additional one-year options to remain in the facility. The extension would not obligate the City to stay but would provide flexibility in light of the substantial improvements and upgrades planned for the property.

Mayor Owens noted that, at the Council's request, this item allows for transparency regarding the City's significant investments into Hawthorne Plaza, which houses the Municipal Court and the City's administrative offices. The lease extension would help to protect the City's investments.

Councilmember Ferguson asked for clarification regarding the specific action language included in the memo. The City Attorney explained that the vote would authorize the Mayor to facilitate, negotiate, and execute an addendum extending the lease for up to five additional years. She also noted that the matter was originally intended to be discussed in Executive Session. Mayor Owens asked Councilmember Ferguson whether he would feel more comfortable voting on the item following Executive Session, and he agreed. No action was taken at that time.

### c. **Second Read - An Ordinance to be Known as the Mableton Crown Act, Creating Article 3, Crown Act, of a New Chapter 15, General Offenses, of the City Code of Ordinances to Prohibit Discrimination Based on Protective and Cultural Hair Textures and Hairstyles and for Other Lawful Purposes - City Attorney Emilia**

## **Walker-Ashby**

Mayor Owens announced the item and provided background. He highlighted that the ordinance was intended to prohibit discrimination based on protective and cultural hair textures and hairstyles. He noted that this was the second reading and referenced an article on the cover of the *Marietta Daily Journal* that covered the City's proposed ordinance and emphasized its importance to the community. He acknowledged that this was not the first ordinance of its kind in the State of Georgia. He also mentioned that Councilmember Jeffcoat had asked for the item to be brought forward specifically during Black History Month, noting that the timing was quite telling of the significance of the ordinance.

**Motion** was made by Councilmember Jeffcoat and seconded by Councilmember Ferguson to approve the Ordinance known as the Mableton Crown Act, Creating Article 3, Crown Act, of a New Chapter 15, General Offenses, of the City Code of Ordinances to prohibit discrimination based on protective and cultural hair textures and hairstyles and for other lawful purposes. The motion passed 5-0.

### **13. OTHER BUSINESS/DISCUSSION**

N/A

### **14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS**

City Manager Tanks shared that the City's Municipal Court had successfully held its first court session. He stated that the virtual court session took place on February 19th and acknowledged the hard work that went into reaching that milestone. He recognized Court Administrator Minor, as well as the judge, solicitor, and the code enforcement team, for their efforts. He noted that the City now has a functioning court process in place, which will help address some of the concerns expressed by the Council. He also shared that he would be taking a much-needed weekend vacation to attend a wedding in Jamaica. He added that he asked Director Hughes to monitor City matters on his behalf.

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

No Comments.

### **16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS**

**Councilmember Davis** thanked everyone for attending and noted that as Black History Month concludes, it is important to recognize that Black history is an integral part of American history and central to the nation's greatness. He also urged everyone to stay safe and cherish their loved ones. Lastly, he reminded everyone that we only have one life and should strive to live it fully and intentionally.

**Councilmember Jeffcoat** thanked everyone for attending and addressed earlier claims that the council is delaying the service delivery strategy. She stated that the council is fully

committed to achieving the best outcome for residents but emphasized that such significant, long-term decisions must be thoughtful, thorough, and fully vetted—not rushed or incomplete. The goal is not to delay, but to make sure it is done the right way through careful planning and collaboration.

She celebrated the recent approval of Power Public Schools, praising the leadership and vision behind the initiative and calling it a historic step for South Cobb. She also highlighted the city’s Arbor Day tree planting, thanked staff for sustainability efforts, and encouraged residents to participate in a local blood drive.

Additionally, she shared information about an upcoming town hall hosted by a local business, encouraged attendance at upcoming SPLOST engagement meetings, invited residents to subscribe to city newsletters, and announced the next work session dates.

She concluded by honoring civil rights leader Jesse Jackson, who recently passed. She reflected on his legacy and message of lifting others up.

**Councilmember Ferguson** thanked everyone in attendance and acknowledged that the past few weeks have been challenging as the Council has worked through important decisions. He expressed that it is disheartening to hear concerns suggesting that the Mayor and Council are not acting in the best interests of the citizens of Mableton.

He emphasized the importance of establishing Mableton as a home for his family and the importance of bringing the knowledge and experiences gained throughout life back to serve and strengthen your community. He stated that he will continue to ask questions to ensure he fully understands the matters before the Council and stressed the importance of making thoughtful, well-informed decisions rather than rushing the process. He expressed appreciation for the dedicated City staff, along with the Mayor and Council, recognizing their continued hard work and commitment to the community. He also asked that their efforts be met with respect.

Lastly, he spoke further about the importance of men’s mental health. He announced an upcoming fireside chat on March 12 focused on encouraging men to support and uplift one another. He reiterated his message to not allow fear to override obedience.

**Councilmember Herndon** highlighted the 14 online attendees. She congratulated her appointee to the Planning Commission. She also announced her upcoming Litter Clean-Up event along the East-West Connector on February 28.

**Mayor Owens** addressed the recent rate increase from Austell Gas, explaining that it is a municipal gas entity owned by the City of Austell, which operates differently from private gas companies. He acknowledged that some of their customers are constituents of the City of Mableton and noted that he has reached out to Mayor Clemmons to discuss transparency and notification procedures so that Mableton City leadership can be informed about changes affecting their constituents. He clarified that the City’s franchise agreement with Austell Gas did not influence the rate increase and assured residents that the City will continue to provide updates as information becomes available.

Mayor Owens also provided an update on ongoing negotiations with Cobb County regarding service delivery and outstanding intergovernmental agreements (IGAs). He

emphasized that the City is advocating for its residents based on financial tax equity, meaning residents' tax contributions to the county's general fund should be recognized when calculating payments for services. He clarified that the issue is not the amount proposed for the county's service, but rather that the City seeks credit for taxes already paid.

He acknowledged that a one-year agreement for an extension is in place, but discussions are now moving toward mediation. Mayor Owens stated that unless tax equity is recognized, the Council can not agree. He highlighted that decisions are made democratically by the Council and confirmed that they are diligently advocating on behalf of Mableton residents.

He acknowledged the May 31st deadline but noted that further discussion is still needed. He stated that no mediation date has been scheduled but confirmed that the DCA deadline remains in effect. Mayor Owens emphasized that significant work is ongoing behind the scenes to ensure residents' voices are represented at the negotiation table. The City is seeking a solution that is fair and practical. However, with active negotiations and the potential for litigation, the Mayor and Council must proceed thoughtfully and deliberately while continuing to advocate strongly on behalf of the community.

**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 Herndon to go into Executive Session for litigation, real estate, and personnel at 8:55 p.m. The motion passed 5-0. Yeas: Davis, Jeffcoat, Ferguson, Herndon and Owens

**Motion** was made by Councilmember Ferguson and seconded by Councilmember Herndon to close Executive Session at 11:15 p.m. The motion carried 5-0. Yeas: Davis, Jeffcoat, Ferguson, Herndon and Owens

**Motion** made by Councilmember Jeffcoat and seconded by Councilmember Ferguson to authorize the Mayor to execute, in substantial form, the lease addendum to 1245 Veterans Memorial Highway, Suite 30. The motion passed 5-0.

**18. ADJOURNMENT**

**Motion** was made by Councilmember Jeffcoat and seconded by Councilmember Herndon to adjourn. The motion passed 5-0. There being no further business, the meeting adjourned at 11:16 p.m.

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Dr. Michael Owens, Mayor

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Susan Hiott, City Clerk



## **AGENDA ITEM MEMORANDUM**

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**MEETING OF:** March 11, 2026

**DEPARTMENT:** [DEPARTMENT]

**ISSUE/AGENDA ITEM TITLE:** First Read - An Ordinance Amendment Updating Chapter 12, Solid Waste Management, of the City of Mableton Code of Ordinances - Sustainability, Greenspace, and Beautification Director Emily Ryan & Code Enforcement Director Jerry Silver

**BACKGROUND/SUMMARY:**

**BUDGETED/FINANCIAL IMPACT – FUND:**

**RECOMMENDATION:**

**ATTACHMENTS:**

1. Updated Solid Waste Management Ordinance Rev. 2.27.26

**AN ORDINANCE ~~CREATING-UPDATING~~ CHAPTER 12, SOLID WASTE MANAGEMENT, OF THE CITY OF MABLETON CODE OF ORDINANCES, ~~ENHANCING SOLID WASTE MANAGEMENT SERVICES, TO ESTABLISH PROCEDURES FOR THE COLLECTION, DISPOSAL, AND RECYCLING OF SOLID WASTE~~ AND FOR OTHER LAWFUL PURPOSES**

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

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

**WHEREAS**, pursuant to O.C.G.A. § 36-35-3 and City Charter Sections 1.13 (8) & (34), the City Council is authorized to manage the collection and disposal of garbage, rubbish, and refuse by others and to adopt ordinances it deems necessary, expedient, or helpful for the health, welfare, sanitation, comfort, and well-being of the inhabitants of the city;

**WHEREAS**, the city finds that the municipal solid waste ~~services~~related updates provided for herein will serve to promote safety, sanitation, reliable waste collection service, protection of the environment and City streets and roads; and

**WHEREAS**, the City finds it to be in the public interest and for the health, welfare, sanitation, comfort, and well-being of the City and its inhabitants to adopt the provisions herein regarding the City’s provision of solid waste services.

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

**Section 1:** ~~The City Code of Ordinances is hereby amended to create~~ Chapter 12, Solid Waste Management, of the City Code of Ordinances is hereby amended to read as follows:

**CHAPTER 12 – SOLID WASTE MANAGEMENT**

**ARTICLE 1 - GENERALLY**

**Sec. 12.1.1 – Purpose and intent.**

- 1) This chapter manages the collection and disposal of waste, garbage and recyclable materials, including, but not limited to all waste byproducts of manufacturing or commercial establishments, cinders and ashes from commercial boilers, and card and

wooden boxes, crates and barrels, as well domestic waste including meat, vegetable and fruit scraps, cans, bottles, paper, cardboard, rags, ashes, and other such waste material ordinarily disposed from residences, churches, schools, small business establishments, and other such places. Animals, fowl, and fish entrails, bones and carcasses whether in whole or in part, from business establishments such as slaughterhouses and meat and fish markets shall not constitute "garbage", but shall constitute "other waste." Waste also includes animal, fowl, and fish excrement, entrails, bones, and carcasses in whole or in part and dead animals, and any other refuse material not otherwise classified herein.

- 2) The city further hereby declares the intent and purpose of this chapter to be such that a uniform and consistent procedure for managing the storage, collection, transportation and disposal of solid waste is established so as to:
  - a) Protect the public health, safety and welfare by providing for the removal of inorganic refuse materials laden with bacterial elements and contaminants detrimental to the general well-being of the citizens and environment; and
  - b) Provide for the uniform prohibition throughout the city of any and all littering on public and private property and to curb thereby the desecration of this city's scenic beauty; and
  - c) Protect and enhance the quality of the water, air and overall environment by guarding against any of the degradations thereto which stem from the burial, deposition, burning, dumping, discard or disposal of litter and solid waste in the city.

#### **Sec. 12.1.2 - Authority**

- 1) The city enacts this chapter under applicable state and local laws, including the authority of article 9, section 2, paragraphs II and III of the State of Georgia Constitution (1983), O.C.G.A. § 12-8-20, et seq., O.C.G.A. § 36-30-7.1, O.C.G.A. § 36-35-3 and city charter sections 1.13 (8) & (34).
- 2) Authority is hereby granted to the city manager and/or his designee to carry out the requirements of this chapter.

#### **Sec. 12.1.3 - Definitions.**

- 1) Except as specifically defined herein, all words used in this chapter shall have their customary dictionary definitions.
- 2) Words used in the singular shall include the plural and words used in the plural shall include the singular. Words used in the present tense shall include the future tense.
- 3) The definitions provided in O.C.G.A. § 12-8-22 and DNR Rule 391-3-4.01, as amended, which are not defined in this section are hereby incorporated into this chapter. The definitions provided in O.C.G.A. § 12-8-22 shall control to the extent they are in conflict with DNR Rule 391-3-4.01.

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

*Agricultural solid waste* shall mean all organic waste products generated by farm production operations involving field crops, orchards or animals.

*Aircraft* shall mean any device used or designated for flight.

*Asbestos-containing solid waste* shall mean any solid waste containing more than one percent, by weight, of naturally occurring hydrated mineral silicates separable into commercially used fibers, specifically the asbestiform varieties of serpentine, chrysotile, cummingtonite-grunerite, amosite, riebeckite, crocidolite, anthophyllite, tremolite and actinolite, using the method specified in appendix A, subpart F, 40 CFR part 763, section 1.

*Authorized recycling agent* shall mean any person, organization or entity having verbal or written consent from the owner of recyclable material to separate or collect such materials from designated recovered material collection locations.

*The city council* shall mean the city council of Mableton, Georgia.

*Brush collection container* shall mean a solid waste collection container for brush and related large vegetative material which is capable of being covered with a tarp or top during transportation of the brush.

*Bulky waste* shall mean solid waste with weights or volumes which exceed the designated capacity of solid waste storage or collection containers. Such waste includes but is not limited to tree limbs, mattresses and other large items.

*Charitable recycling group* shall mean a civic or nonprofit group engaged in the separation or collection of recovered material.

*City* shall mean the City of Mableton, a political subdivision of the State of Georgia.

*Cobb County* shall mean Cobb County, a political subdivision of the State of Georgia.

*Commercial handbill* shall mean any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet or any other printed or otherwise reproduced original, or copies of any matter or literature which advertise for sale any merchandise, product, commodity or thing, or direct attention to any business, mercantile or commercial establishment or other activity for the purpose of either directly or indirectly promoting the interest thereof by sales.

*Commercial solid waste* shall mean all types of solid waste generated by stores, offices, restaurants, warehouses and other nonmanufacturing activities, excluding residential and industrial wastes. This term includes solid waste generated by premises having three or more residential dwelling units on a single premises such as apartment buildings, condominiums and mobile home courts. This term does not include residential or industrial wastes.

*Commercial solid waste container* shall mean any solid waste storage or collection container used for the leakproof and spillproof storage, containment, conveyance or transportation of any commercial solid waste contained therein.

*Compactor-type collection vehicle* shall mean any truck or vehicle used in the collection, conveyance or transportation of solid waste which has a leakproof, spillproof, self-contained compacting mechanism.

*Composting* shall mean solid waste handling which consists of the controlled, biological decomposition of organic matter into a stable, odor-free humus.

*Contract recovered material collection agent or contractor* shall mean a person under contract with, and with direct authorization of, the city to separate, collect or transport recovered material from designated recovered material collection locations.

*Construction/demolition waste* shall mean waste building materials and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes but is not limited to asbestos-containing waste, wood, bricks, metal, concrete, wall board, paper cardboard, inert waste landfill material and other nonputrescible waste which has a low potential for groundwater contamination. Such waste is not normally water soluble nor hazardous in nature and does not include any municipal or agricultural solid waste.

*Curbside recovered material storage container or curbside container* shall mean a container, of less than 100 gallons' capacity, designed and constructed for the safe containment and placement for collection of recovered material from the curb or residential premises consisting of one or two dwelling units.

*Curbside recycling* shall mean the placement of recovered materials in curbside containers at the designated recovered material collection location at residential premises consisting of one or two dwelling units.

*Dead animals* shall mean solid waste consisting of animals that have died from any cause except those slaughtered for human consumption.

*Designated recovered material collection location* shall mean the location or locations where the owner of the recyclable material places such material for the purpose of material recovery and recycling, including curbside and recovered material storage containers.

*Disabled Person* means an owner of a residential service unit who is disabled to the extent that he or she is incapable of placing his or her residential municipal solid waste, storage cart, residential recovered materials, storage bin, white goods, bulk waste and/or yard trimmings at the residential designated collection location for collection by the residential service provider, such that he or she satisfies this chapter.

*Disposal facility* shall mean any facility or location where the final deposition of solid waste occurs and includes, but is not limited to, landfilling and solid waste thermal treatment technology facilities.

*Division of solid waste* shall mean the city department of community development or department designated by the city manager and/or city council.

[Dump shall mean throw, discard, place, deposit, discharge, bury, burn, or dispose of a substance.](#)

*Front-loading compacting equipment or front-loader* shall mean a vehicle consisting of a container-lifting mechanism and storage body that loads from the front of the vehicle and compacts, transports and self-unloads material to the rear.

*Garbage* shall mean municipal solid waste, including putrescible waste, which attends the preparation, use, cooking, dealing, storage or distribution of animal or vegetable matter intended for human consumption, but excluding agricultural solid waste.

*Hauler, company or collector* shall mean a person and/or entity approved by the city to engage in the business of the collection or transportation of solid waste, but excluding a person who collects or transports solid waste from his, her or its own dwelling or residence.

*Hazardous waste* shall mean any solid waste which has been defined as a hazardous waste either by the Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 et seq., or in regulations promulgated by the Georgia Board of Natural Resources, chapter 391-3-11.

*Industrial solid waste* shall mean solid waste generated by manufacturing or industrial processes that is not a hazardous waste as defined either by the Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 et seq., or in the regulations promulgated by the Georgia Board of Natural Resources, chapter 391-3-11.

*Institutional solid waste* shall mean a municipal solid waste generated by educational, health care and research facilities, including but not limited to schools, hospitals, nursing homes, laboratories and similar establishments.

*Knuckle-boom equipment* shall mean a hydraulically or electronically operated mechanical device designed to lift objects to be collected, loaded and transported from the curb into the body mounted on the collecting vehicle.

*Leachate collection system* shall mean a system at a landfill for collection of the leachate which may percolate through the waste and into the soils surrounding the landfills.

*Landfill* shall mean an area of land on which or an excavation in which solid waste is placed for permanent disposal and which is not a land application unit, surface impoundment, injection well or compost pile.

*Litter* means any organic or inorganic waste material, rubbish, refuse, garbage, trash, hulls, peelings, debris, grass, weeds, ashes, sand, gravel, slag, brickbats, metal, plastic, and glass containers, broken glass, dead animals or intentionally or unintentionally discarded materials of every kind and description which are not "waste" as such term is defined in O.C.G.A., § 16-7-51, paragraph 6.

*Litter receptacle* shall mean a receptacle designed and constructed to receive, collect, store and contain litter in a convenient and spillproof manner.

*Manager* shall mean the city manager, or his/her designee(s).

*Materials recovery facility* shall mean a solid waste handling facility that provides for the extraction from solid waste of recoverable material, material suitable for use as fuel or soil amendment, or any combination of such material.

Manifest shall mean a document used to identify the quantity and composition and the origin, routing, and destination of scrap tires during transportation from the point of generation, through any intermediate points, to an end user, processor or disposer approved by the Georgia Department of Natural Resources, Environmental Protection Division, hereinafter referred to as EPD.

Mixed tires shall mean a heterogeneous group of tires consisting of used, retreadable casings and scrap tires.

*Municipal solid waste* shall mean any solid waste derived from households, including garbage, trash and sanitary waste in septic tanks and includes solid waste from single-family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds and day use recreation areas. The term includes yard trimmings and commercial solid waste but does not include solid waste from mining, agricultural or silvicultural operations or industrial processes or operations.

*Municipal solid waste disposal facility* shall mean any facility or location where the final deposition of any amount of municipal solid waste occurs, whether or not mixed with or including commercial or industrial solid waste, including but not limited to municipal solid waste landfills.

*Municipal solid waste landfill* shall mean a disposal facility where any amount of municipal solid waste, whether or not mixed with or including commercial waste, industrial waste, nonhazardous sludge or small quantity generator hazardous waste, is disposed of by means of placing an approved cover thereon.

*Newspaper* shall mean any newspaper of general circulation as defined by general law, any newspaper duly entered with the Post Office Department of the United States, in accordance with federal statute or regulations, and any newspaper filed and recorded with any recording officer as provided by general law, and, in addition thereto, shall mean and include any periodical or current magazine regularly published with not less than four issues per year, and sold to the public.

*Noncommercial handbill* shall mean any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, magazine, booklet or any other printed or otherwise reproduced original, or copies of any matter or literature which are not commercial handbills or newspapers as defined herein.

*Nuisance* shall mean anything which:

- (1) Meets that definition of the term as defined by O.C.G.A. § 41-1-1 as now or hereafter amended; or
- (2) Occurs during or as a result of the handling or disposal of solid waste to the detriment of the public welfare in that it injures health, offends the senses, obstructs the reasonable and comfortable use of property, or causes inconvenience or discomfort to a community or neighborhood.

*Offal waste* shall mean waste animal matter (whether of land or marine origin), generated by the processing, preparation or packaging of food or animal matter at butcher shops, slaughterhouses, food processing or packaging plants or rendering or fertilizer plants.

*Open-top collection container* shall mean a unit whose body is both constructed with sides to confine bulk items collected and transported by the unit and capable of being covered either by a tarp or top.

*Owner of recovered material* shall mean the generator of recovered material or its authorized agent, or the contractor, the recovered material collector, the private recycler, the person having possession of recovered material, or the person to whom the generator has transferred title to the recovered material. The owner shall have transferred title to the material at such time as the same is placed or deposited in any curbside storage container or recovered material collection container for the purpose of recycling.

*Park* shall mean a park, reservation, playground, beach, recreation center or any other public area in the city which is owned or used by the city and devoted to active or passive recreation.

*Person* shall mean the State of Georgia or any other state or any agency or institution thereof, any municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association or other entity in Georgia or any other state. This term shall also include any officer or governing or managing body of any municipality, political subdivision, solid waste authority, special district empowered to engage in solid waste activities, or public or private corporation in Georgia or any other state. This term shall also include employees, departments and agencies of the federal government.

*Private industry solid waste disposal facility* shall mean a disposal facility which is operated exclusively by and for a private solid waste generator for the purpose of accepting solid waste generated exclusively by the private solid waste generator.

*Private premises* shall mean any dwelling, house, residence, building or other structure, designed or used either wholly or in part for the private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure.

*Private recycler* shall mean an individual, corporation, partnership or other private person engaged in the business of handling recovered material, including but not limited to dealers, processors, brokers and consumers of recovered material.

*Public health or safety hazard* shall mean any operation or activity done by a solid waste collector or not done, but was required to be done by the solid waste collector by federal, state, or local law, which could result in physical damage or injury to the general public or their property.

*Public place* shall mean any and all streets, rights-of-way, boulevards, alleys or other public ways, and any and all public parks, squares, grounds, buildings, beaches, playgrounds or conservation or recreation areas.

*Putrescible waste* shall mean waste that is capable of being quickly decomposed by microorganisms at ambient temperature and conditions and usually associated with offensive odors and disease vectors. Examples include, but are not limited to, the following: kitchen waste, animal manure, offal, hatchery and poultry processing plant wastes, dead animals, garbage and solid waste contaminated by such waste.

*Rear-loading compacting equipment* or *rear-loader* shall mean the body and tailgate assembly of a rear-loading collection vehicle that loads, compacts, transports and unloads material at the rear of the vehicle. These assemblies may include mechanical devices used for lifting and receiving material from stationary storage containers.

*Recovered material* shall mean that material which has a known use, reuse, or recycling potential, "can be feasibly used, reused or recycled," and has been diverted or removed from the solid waste stream for sale, use, reuse or recycling, whether or not requiring subsequent separation and processing. Such material, once recovered, is not solid waste.

*Recovered material collection container* shall mean a bulk container, exceeding 100 gallons' capacity, which is exclusively designed, constructed and conveniently placed for the safe, spillproof containment and conveyance of recovered material. This term includes but is not limited to bins, receptacles, drop-off boxes and containers used to collect recovered material from residential premises consisting of three or more dwelling units and all nonresidential areas.

*Recovered material collection vehicle* shall mean a vehicle upon which equipment is mounted or attached for the purpose of loading, compacting, transporting or unloading recovered materials or recovered material collection containers. This term includes but is not limited to, roll-off, side-loading, rear-loading, or open-top containers, trucks or other similar vehicles while engaged solely in the collection of recovered material.

*Recovered material collector* shall mean a person engaged exclusively in the business of separating, collecting or transporting recovered material, with or without compensation, from residential, business, industrial, commercial, institutional or other similar pre mises, including persons under contract or agreement with the owner or generator of solid waste or recovered material for collection.

*Recovered material storage container* shall mean any bulk container, exceeding 100 gallons' capacity, designed, constructed and labeled for the containment and placement of recovered material for collection.

*Recovered material handling* shall mean the separation, collection, storage, processing, consumption, transportation or reuse or resale of recovered material.

*Recovered material processing facility* shall mean a facility engaged solely in the storage, processing and resale or reuse of recovered material; however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to solid waste. This term specifically excluded any solid waste handling facility as is defined herein.

*Recyclable material* shall mean any material which has a known use or reuse and can be feasibly used, reused, or is capable of being reused or returned to use in the form of a raw material or product. Such recyclable material shall have been diverted or removed from the solid waste stream prior to collection of the same.

*Recycling* shall mean any process by which recyclable material which would otherwise become solid waste is collected, separated or processed and reused or returned to use in the form of raw materials or products.

*Residential solid waste* shall mean all municipal solid waste originating in residential premises consisting of one or two dwelling units. This term does not include solid waste originating in residential premises consisting of three or more dwelling units which share the use of a solid waste storage container.

*Retreadable casing* shall mean a tire suitable for retreading.

*Reused tire* shall mean a tire used for purposes, approved by the EPD, other than intended, such as playground equipment, offshore reefs, and erosion control.

*Roll-off* shall mean a vehicle equipped with hoist arms, hook, frame cable and/or chain which is used to elevate, support, transport and unload solid waste collection containers or contained material.

*Scout* shall mean a vehicle with the maximum capacity of eight cubic yards or 216 cubic feet. The "box" of the truck may be configured in any manner so as not to exceed eight cubic yards provided that the dimensions thereof comply with all state and local laws. The scout shall be used to collect solid waste in areas not easily accessible to compactor-type trucks. After collection by a scout vehicle, the solid waste shall be hydraulically or manually emptied into a compactor truck. The scout shall not make direct use of disposal facilities such as landfills or transfer stations. The scout shall be leakproof and covered in such a manner as to prevent waste from falling, leaking or blowing from the vehicle when traveling to or from the compactor truck.

*Scrap tire* shall mean a tire that is no longer suitable for its originally intended purpose because of wear, damage, or defect.

*Scrap tire carrier* shall mean any person engaged in picking up or transporting scrap tires, not otherwise exempted, for the purpose of removal to a scrap tire processor, end use, or disposal facility.

*Scrap tire generator* shall mean any person who generates scrap tires. Generators may include, but are not limited to, retail tire dealers, retreaders, scrap tire processors, automobile dealers, private company vehicle maintenance shops, garages and service stations.

*Scrap tire processing* shall mean any method, system, or other treatment designed to change the physical form, size, or chemical content of scrap tires and includes all aspects of its management (administration, personnel, land, equipment, building, and other elements) and includes processing by: shredding, chopping, chipping, baling, splitting, recycling or sorting of scrap tires.

*Scrap tire processor* shall mean any person who is approved by the EPD to receive tires from scrap tire generators, scrap tire carriers or the general public for the purpose of scrap tire processing.

*Scrap tire sorter* shall mean any person, other than the original scrap tire generators, who handles mixed tires by separating used tires and retreadable casing from scrap tires.

*Side-loading compacting equipment* or *side-loader* shall mean the body and compaction assembly of a collection vehicle which loads at the side and unloads at the rear thereof.

*Solid waste* shall mean discarded putrescible and nonputrescible wastes, except water-carried body waste and recovered material, and shall include garbage; rubbish such as paper, cartons, boxes, wood, tree branches, yard trimmings, furniture and appliances, metal, tin cans, glass, crockery or dunnage; ashes; street refuse; dead animals; sewage sludges; animal manures; industrial waste such as waste material generated by industrial operations; residue from solid waste thermal treatment technology; food processing waste; demolition waste; abandoned automobiles; dredging waste; construction waste; and other waste material in a solid or semisolid or liquid state not otherwise defined herein or by O.C.G.A. § 12-8-20 et seq. Such term shall not include any material which is regulated pursuant to the Georgia Water Quality Control Act, O.C.G.A. article 2 of chapter 5 of title 12, or the Georgia Air Quality Control Act of 1978, O.C.G.A. chapter 9 of title 12.

*Solid waste collection container* shall mean a bulk container, exceeding 100 gallons' capacity, which is designed and constructed for the containment and/or conveyance without spillage of any solid waste contained therein.

*Solid waste collection vehicle* shall mean any vehicle upon which equipment is mounted or attached for the purpose of loading, compacting, transporting and/or unloading solid waste collection containers. This term includes solid waste transfer trailers, front-loaders, roll-offs, side-loaders, rear-loaders, open-top containers, brush-loaders and knuckle-boom equipment during such time as these vehicles are engaged in the handling or transportation of solid waste.

*Solid waste handling* shall mean the storage, collection, transportation, treatment, utilization, processing or disposal of solid waste, or any combination of such activities.

*Solid waste handling facility* shall mean any facility, the primary purpose of which is the storage, collection, transportation, treatment, utilization, processing or disposal or any combination thereof, of solid waste.

*Solid waste storage container* shall mean any container designed and constructed for the leakproof and spillproof storage of solid waste, and provided by or to the generator for the containment and placement of solid waste for collection. This term shall include residential metal or plastic containers and plastic bags.

*Solid waste thermal treatment technology* shall mean any solid waste handling facility, the purpose of which is to reduce the amount of solid waste to be disposed of through a process of combustion, with or without the process of waste energy.

*Tire* shall mean a continuous, solid or pneumatic covering designed for encircling the wheel of a vehicle that is not permanently attached to the vehicle or a part of the vehicle as original equipment.

*Tire handling business* shall mean any person that derives fifteen (15) percent or more of its gross income from the sale, processing, transporting or disposal of tires.

*Tire retailer* shall mean any person engaged in the business of selling new replacement tires.

*Tire retreader* shall mean any person actively engaged in the business of retreading scrap tires by scarifying the surface to remove the old surface tread and attaching a new tread to make a usable tire.

*Transfer station* shall mean a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing operation.

*Ultimate consumer shall mean the last person who receives and uses a new replacement tire. Ultimate consumers may be, but are not limited to: individual, leasing and private companies purchasing tires from retail dealers for their vehicle fleets and government agencies.*

*Unauthorized collection of recovered material* shall mean the removal of recovered material without permission of the owner, its authorized agent or the city.

*Used tire shall mean a tire which has a minimum of two-thirty-seconds ( 2/32 ) foot of road tread and which is still suitable for its original purpose. It must be inventoried and marketed in substantially the same fashion as a new tire, and the dealer must be able to provide satisfactory evidence to the county that a market exists, and that the used tires are in fact being marketed.*

*Vehicle* shall mean any engine-powered, mobile device in, upon, or by which any person or property is or may be transported or drawn upon a highway, road, rail or track.

*Waste-to-energy* shall mean a process of combustion through which occurs the extraction and utilization of energy from municipal solid waste.

*Waste-to-energy facility* shall mean a solid waste handling facility that provides for the extraction and utilization of energy from municipal solid waste through the process of combustion.

*White goods waste* shall mean solid waste consisting of discarded or abandoned large appliances, including refrigerators, freezers, stoves, ranges, water heaters and similar domestic or commercial large appliances. This term does not include material which is recovered material which is described as herein.

*Yard trimmings* or *yard trash* shall mean leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals and vegetative matter resulting from landscaping development and maintenance, other than mining, agricultural and silvicultural operations. Haulers may have other requirements that may have to be followed in addition to these requirements.

#### **Sec. 12.1.4 - Retention of city police powers.**

The city retains and reserves all of its police powers and the rights, privileges, and immunities that it now has under the law to patrol and police the streets and public ways within the city, and the granting of any contract as a result of this chapter shall in no way interfere with the improvements to, or maintenance of, any street, alley or public way, and the rights of the city to use said streets, alleys and public ways.

#### **Sec. 12.1.5 - Amendments.**

The city reserves the right and power, pursuant to its police power to modify, amend, alter, change or eliminate any rules, requirements, fees, charges and rates of the city as set forth under this chapter, and to impose such additional conditions that are not inconsistent with the rights granted by this chapter, upon the company and all persons, firms or entities of the same class as the company, as may be reasonably necessary in the city council's discretion to preserve and protect the public, health, safety and welfare and/or insure adequate service to the public.

**Sec. 12.1.6 - Taxes.**

The company shall promptly pay all lawful ad valorem taxes, levies and assessments, if any, that are imposed upon the company. Absent an administrative or judicial challenge, or appeal, the failure to pay any such tax, levy or assessment is a violation of this chapter.

**Sec. 12.1.7 - Public necessity.**

The city council hereby finds and declares that the public welfare, convenience and necessity require the garbage collection services provided by the city under this chapter.

**ARTICLE 2 – CITY APPROVED HAULERS**

**Sec. 12.2.1 - Responsibility of citizens and businesses to use city approved hauler.**

It shall be the responsibility of each citizen both residential and commercial to be served by a city contracted solid waste hauler. Failure to be served by a city contracted solid waste hauler shall result in a violation of this chapter.

**Sec. 12.2.2 - Non-exclusive contract required.**

- (a) *Haulers.* All persons and entities providing solid waste services inside the city, whether for residential or commercial purposes, shall be registered and operate under an approved exclusive or non-exclusive contract with the city, ~~effective as of March 26, 2025~~. This non-exclusive contract shall be pursuant to the terms set forth under this chapter, which shall include but not limited to, contracting with residential and/or commercial customers and providing services pursuant to such agreement, placing and servicing containers, operating trucks, vehicles and trailers, and such other operations and activity as are customary and/or incidental to solid waste collections and service. No person, business establishment, or entity shall practice or engage in the collection or disposal of solid waste and/or recyclable materials ~~after March 26, 2025~~, without a city approved contract as required under this chapter.
- (b) *Term.* Such non-exclusive contract shall have a term of no longer than ~~365 days one calendar year~~, terminating on ~~March 31 December 31 of that same year~~. Such non-exclusive contracts shall automatically renew annually for a consecutive one calendar year term, unless terminated sooner by the city. Each hauler shall pay a contract renewal fee to the city as set forth on the city’s solid waste management fee schedule maintained by the city clerk, within 30 days of each annual contract renewal.
- (c) The city may bid out services for a particular waste collection and disposal service in addition to permitting non-exclusive contracts for other waste and disposal services.
- (d) *Hauler Fees.* A schedule of registration and administrative fees related to this chapter shall be kept on file with the city clerk.

**Sec. 12.2.3 - Acceptance by company.**

- (a) *Contract acceptance.*

1) Form. All companies operating a residential or commercial refuse waste service shall file with the city its acceptance of the terms and provisions of this chapter, which shall constitute said company's request for a city approved contract. The acceptance and request for contract (the "application") shall be in writing in a format provided by the city substantially as follows:

[insert company name] (the "Company"), acting by and through an officer who is acting within its official capacity and authority, hereby accepts this contract with the City of Mableton, Georgia, to operate a refuse and solid waste collection and disposal system within the City as set forth under Chapter 12, Solid Waste Management, of the City of Mableton, Georgia, Code of Ordinances (referred to herein as the "Solid Waste Ordinance"). For consideration herein, and as set for under the Solid Waste Ordinance, company agrees to be bound and governed by each term, provision and condition of the Solid Waste Ordinance, to accept and to give the benefits provided by the Solid Waste Ordinance, and to perform each service and duty set forth and provided for in the Solid Waste Ordinance in a businesslike and reasonable manner and in compliance with the Solid Waste Ordinance.

So agreed, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[signature]

[printed name]

[title]

[business address]

[contact number]

[notary]

(b) *Additional information.* If the company is a partnership, limited liability company, corporation, or other legal entity, the application must be executed by a duly-authorized officer, manager, member, partner, or shareholder, as applicable. If the company is not a corporate entity, the application must be executed by the person primarily responsible for the operation of the company within corporate city limits. Signatures on the application shall be notarized, and the following information and/or items must be included with the application:

- (1) The company's full legal name and any other names, including business or trade names, used by the company in the preceding four years. If the company is a sole proprietor, the company's full legal name must be that of a natural person, and any nicknames or aliases for such person must also be specified.
- (2) The company's current business address(es), which shall include at least one physical address, and the address of the company's registered agent for service of process if the company is a corporate entity.
- (3) If the company is not a sole proprietor, then the partnership, limited liability company, corporation, or other legal entity shall submit a complete list of its:
  - i. Officers;

- ii. Directors;
- iii. Partners, members, or shareholders holding a ten percent or greater ownership interest in such legal entity, or if there is no shareholder with at least a ten percent interest, the ten shareholders with the greatest ownership interest; and
- iv. Employee or agent(s) assigned primary responsibility for communications with the city.

(c) *Supporting Documentation.* The following information shall be attached to the submitted contract:

- a. The company's customer service telephone number and website;
- b. A notarized statement certifying that all company drivers have a current commercial driver's license (CDL) and all company trucks are registered with the Georgia Department of Transportation;
- c. A current solid waste handling permit from the Director of the Environmental Protection Division of the Georgia Department of Natural Resources or any successor agency authorized to issue permits pursuant to O.C.G.A. § 12-8-24; and
- d. An insurance certificate evidencing the company's maintenance of insurance as required under this chapter.

(d) *Compliance required.* Any non-exclusive contract entered into with the city pursuant to the provisions of this chapter shall be a mere grant or privilege to carry on business during the term of such contract, subject to all terms and conditions imposed by this chapter and applicable local, state and federal laws relating to such business. Failure to register and operate in accordance with this chapter and/or an approved contract with the city shall be a violation of this chapter and shall subject the company to termination, suspension and/or revocation of the contract by the city, in addition to any other fines, penalties and actions allowed by law.

#### **Sec. 12.2.4 - Establishment of an environmental management fee.**

The city hereby establishes an environmental management fee in consideration of the benefits, costs, expenses, programming and/or improvements associated with the city's solid waste management, as follows:

- a) *Commercial.* The city hereby establishes an environmental management fee assigned to all haulers collecting and disposing of commercial solid waste in the amount of thirteen and a half percent (13.5%) of the company's gross receipts resulting from commercial solid waste services provided by the hauler to customers within the city, exclusive of sales tax.
- b) *Residential.* The city hereby establishes an environmental management fee assigned to all haulers collecting and disposing of residential solid waste, in the amount of six percent (6%) of the company's gross receipts resulting from residential solid waste services provided by the hauler to customers within the city, exclusive of sales tax. Any

hauler electing to pass the fee under this subsection onto the residential customer shall be prohibited from billing more than fifty percent (50%) of said residential fee to the customer.

c) *Quarterly reports and fees; due dates.*

(1) All solid waste bills generated by companies ~~after April 1, 2025~~ shall include the environmental management fee set forth under this chapter. Haulers shall remit the environmental management fee (“quarterly fee”) to the city each quarter, along with a quarterly report for services performed the quarter prior. The quarters shall be broken down as January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31.

(2) ~~The initial quarterly report and quarterly fee shall be due to the city by August 15, 2025, and shall include quarterly fees and reporting commencing from April 1, 2025.~~ Quarterly fees and quarterly reports ~~thereafter~~ shall be due to the city by February 15, May 15, August 15, and November 15 annually, with each payment being based upon the company's gross receipts during the prior quarter.

(3) *Form.* The quarterly reports shall be submitted in the manner and format requested by the city and shall include information as requested by the city sufficient to maintain compliance with local, state and federal regulations, audits, rules and law relating to solid waste collection, removal, and disposal. The city may periodically conduct audits for transparency and truth in reporting and quarterly payments.

d) *Energy Efficiency Discount.* A one percent (1%) fee reduction in fees will be implemented for any hauler that has fifty percent (50%) or more of their solid waste collection running on electric, hybrid or natural gas vehicles, and/or electric or low-emission vehicles. Haulers shall present to the city sufficient evidence of such energy efficiency qualification and secure written approval from the city, prior to implementing such reduction.

**Sec. 12.2.5 - Disposal facility fee.**

1) *Operators of disposal facilities.* The following surcharges are hereby imposed upon the operator(s) of disposal facilities in accordance with O.C.G.A. § 12-8-39(d) and shall be paid to the city on or before December 31<sup>st</sup> of each year:

a. A surcharge fee of \$2.50 per ton of residential municipal solid waste or commercial solid waste received, collected, handled or disposed of at any private municipal solid waste disposal facility located within the city; and

b. A surcharge fee of \$1.00 per ton of construction or demolition waste or inert waste received, collected, handled or disposed of at any private municipal solid waste disposal facility located within the city.

c. *Operators of disposal facilities.* Any operator of a disposal facility in the city must

report to the city by July 15 the annual tonnage of solid waste received at said facility for the year prior, segregated by point of origin.

- d. *Penalties.* Any failure to comply with or violation of this provision shall subject the offender to punishment as allowed by law.

**Sec. 12.2.6 – Registration decals.**

- ~~(a) Upon execution of the non-exclusive contract with the city, all vehicles used in the operation of collecting and disposing of residential or commercial solid waste, including but not limited to garbage, recyclables, bulky waste, junk, yard trimmings, bio-medical waste, or hazardous materials shall be marked with a city issued decal, or adhesive sticker stating they are a registered solid waste contractor for the city.~~
- ~~(b) The city manager or his/her designee shall prepare the standards for such stenciling, decals, or adhesive stickers with the size, color, design, and placement on each company vehicle operating inside the city limits.~~
- ~~(c) Upon the execution of an agreement, the city shall provide the necessary decals and/or adhesive stickers.~~

**Sec. 12.2.7 - Solid waste haulers name on containers.**

- (a) Each person and/or business establishment who is registered and contracted by the city to collect and dispose of solid waste inside the city shall cause to have their company name and contact phone number permanently placed on every solid waste container and recycling container.
- (b) Such company name and contact phone number shall be clearly visible and legible and be no less than three inches in height and either applied by stencil, waterproof adhesive sticker, or painted on the container.
- (c) For each recycling container and bin, the hauler shall apply by stencil or waterproof adhesive sticker stating the list of recyclable materials, as found on the city's list of acceptable recyclable materials.

**Sec. 12.2.8 - Insurance.**

- (a) *Minimum coverage requirements.* The haulers shall maintain throughout the term of each agreement, property damage coverage, general liability insurance, and automobile liability insurance for any vehicles owned or operated by company, with an insurance company authorized and licensed to do business in the State of Georgia and acceptable to the city, insuring against claims for liability and damages for the benefit of the city. The insurance shall include the City as an additional insured. Property damage coverage insurance under this section shall be a minimum of \$500,000.00. Automobile liability insurance under this section shall, at a minimum, have limits of \$250,000.00 for bodily injury for each person, and \$500,000.00 for each occurrence, and property damage of \$250,000.00 for each occurrence

and general liability insurance under this section shall be a minimum of \$1,000,000.00 for the protection of the public in connection with:

- (1) *Property damage.* Liability to persons or damages to property, in any way arising out of or through the acts or omissions of company, its servants, agents or employees or to which company's negligence shall in any way contribute;
  - (2) *Miscellaneous.* Arising out of any claim or invasion of the right of privacy, for defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation;
  - (3) *Contractors.* Arising out of company's operations and relationships with any independent contractor or subcontractor.
- (b) *Employer's liability.* If the company is required by Georgia Statute, the company shall maintain throughout the term of the Agreement resulting from this chapter the requisite statutory workers' compensation insurance, and a minimum of \$100,000.00 employer's liability insurance.
- (c) *Certificate of insurance.* The insurance policy, or policies, obtained by each company in compliance with this section shall be approved by the city manager in the city manager's reasonable discretion, and the certificate of insurance for the insurance policy shall be filed and maintained with the city during the term of the contract resulting from this chapter with a copy of the endorsement required under this section to be attached or made a part of such certificate.
- (d) *Endorsements.* All insurance policies maintained pursuant to this chapter shall contain the following conditions by endorsement:
- (1) *Additional insured.* The city shall be an additional insured and the term "owner" and "city" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the city and the individual members, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the city.
  - (2) *Other insurance clause.* The policy clause "other insurance" shall not apply to the city when the city is an insured on the policy.
  - (3) *No recourse.* Companies issuing the insurance policies shall not recourse against the city for payment of any premium or assessment.
- (e) *Increase requirements.* The city may choose to make reasonable adjustments to the insurance coverage and limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or the claims history of the industry.
- (f) All insurance contracts must specify that the vehicles covered by such contracts are for "trash collection."
- (g) The collector shall provide the city with annual proof of the insurance required under this chapter. Any failure to provide such evidence of insurance shall be grounds for the city's denial or revocation of a solid waste contract under this chapter.

- (h) A collector shall notify the city manager in writing of any insurance policy changes, renewals and/or cancellation by written certified notice at least 30 days prior to any change, renewal, and/or cancellation.

**Sec. 12.2.9 - Indemnity.**

Each city approved solid waste hauler shall agree by and through their acceptance and execution of the contract required under this chapter, to indemnify, defend and save harmless the city, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the company, or any of its agents, contractors, servants, employees or sub-contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by city of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the city shall give written notice thereof (the "claims notice") to the company provided, however, that a failure to give such notice shall not prejudice the city's right to indemnification hereunder except to the extent that the company is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the city when such information is available. The company may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the company elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required) notify the city of its intent to do so, and the city shall cooperate, at the expense of the company, in the compromise of, or defense against, such asserted claim. If the company elects not to compromise or defend the asserted claim, fails to notify the city of its election as herein provided or contests its obligation to provide indemnification under this agreement, the city may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the company. Notwithstanding the foregoing, neither the company nor the city may settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the city and the company may participate at their own expense, in the defense of such asserted claim. If the company chooses to defend any asserted claim, the city shall make available to the company any books, records or other documents within its control that are necessary or appropriate for such defense.

**Sec. 12.2.10 - Vehicle requirements.**

All persons collecting and disposing of solid waste material for a fee shall comply with the following requirements:

- (1) *Solid waste collection vehicles:*
  - a. *Type and size:* Solid waste collection vehicles shall comply with the regulations and licensing requirements of the Georgia Department of Transportation and with applicable local ordinances specifying weight and size restrictions for any streets or roads traveled to collect solid waste.

- b. *Compactor and cover:*
    - 1. Vehicles used for the collection or transportation of solid waste shall be covered compactor-type trucks and shall be enclosed, weather-tight, substantially leakproof, easily cleanable and constructed of durable metal.
    - 2. Vehicles used for the collection or transportation of solid waste shall be covered at all times, except during the loading and unloading thereof, so as to prevent the contents from falling, leaking or blowing out of the vehicle.
  - c. *Scout or satellite vehicle:* A scout or satellite vehicle shall mean a vehicle with the maximum material capacity of eight cubic yards, or 216 cubic feet. The "box" of the truck may be configured in any manner not to exceed eight cubic yards so long as the dimensions thereof comply with all state and local laws. The scout should be used to collect materials in areas not easily accessible to compactor trucks after which the material shall then be hydraulically or manually emptied into a compactor truck. The scout shall not be allowed to make direct use of disposal facilities such as landfills or transfer stations. The scout shall be leakproof and covered in such a manner as to prevent waste from falling, leaking or blowing from the vehicle when travelling to the compactor truck.
  - d. *Audible alarm:* Each vehicle used for collection or transportation of solid waste shall have an operating, audible alarm which sounds when any such vehicle backs up or is in reverse.
  - e. *Emergency lights:* Each compactor vehicle used for the collection or transportation of solid waste shall have an operating, flashing or revolving amber light mounted on top of the vehicle and visible from its rear. All collectors shall comply with any corresponding local, state and/or federal laws or regulations.
- (2) *Identification:* The following items shall at all times be clearly visible on each and every vehicle used in the collection or transportation of solid waste, including temporary replacement vehicles and scouts:
- a. The identity and telephone number of the collector on both sides of the vehicle displayed by letters or characters at least three inches in height;
  - ~~b. — A city issued decal shall be placed on the front and side of the truck.~~
- (3) *Ownership/lease:* Registration of and title to the vehicle(s) shall be in the name of the collector or a leasing agent with a duly authorized power of attorney issued in the name of the collector.
- (4) *Exempt equipment:* The following solid waste collection equipment shall be exempt from the vehicle requirements enumerated in subsection (1)b1 above; however, nothing in this section excludes compliance with all other vehicle requirements specified by this section, article, or chapter:
- a. Roll-off equipment (to be used solely for the collection of construction debris and inert material which does not constitute solid waste);

- b. Brush collector equipment;
  - c. Knuckle-boom picker equipment;
  - d. Open-top equipment (to be used solely for the collection of construction debris and inert material which does not constitute solid waste);
- (5) *Penalties*: Any failure to comply with or violation of the provisions contained in this section shall subject the offender to the penalties as allowed by law.

**Sec. 12.2.11 - Establishment of public listing of approved and certified haulers in the city.**

The city shall cause to publish on the city website the list of approved and contracted waste haulers for both residential and commercial services.

**Sec. 12.2.12 - Disposal of refuse.**

The registered solid waste hauler shall deliver all residential and commercial refuse and waste collected by it from its customers within the city, except for materials which the solid waste hauler may select for recovery and recycling, to a disposal facility that is permitted by the Georgia Environmental Protection Division to accept such refuse and waste. Rules, ordinances and laws governing hours of operation and disposal practices at the disposal facility will be observed and followed by the company while engaged in the disposal of refuse pursuant to this chapter.

**ARTICLE 3 – SERVICE REQUIREMENTS**

**Sec. 12.3.1 - Establishing a basic level of service.**

- (a) *Residential*. Each owner of an occupied residential property and/or residential unit within the city shall contract directly with a solid waste hauler authorized under this chapter for a minimum of once-a-week collection of residential solid waste, residential recovered materials, white goods, bulk waste and yard trimmings. It shall be the responsibility of the owner of a residential service unit to ensure that prior to collection and disposal, white goods are empty of all foods and liquids, and that any chlorofluorocarbons and polychlorinated biphenyls (PCBs) have been evacuated and captured by a certified technician in accordance with law, and the doors have been removed from freezers and refrigerators.
- (1) *Exceptions*. Residents may meet the requirement under this section to contract directly with a solid waste hauler authorized under this chapter, by executing and returning to the city a sworn affidavit, on a form provided by the city, attesting that they:
- i. Share collection services with no more than one other city resident who contracts directly with a solid waste hauler as authorized and required under this chapter;
  - ii. Utilize a commercial establishment for disposal of their residential waste, so long as the resident has permission by the owner of such commercial establishment to dispose of their residential waste and so long as the commercial establishment contracts with a hauler for waste collection services; and

- iii. Take their residential solid waste to a licensed waste disposal facility at least twice monthly, so long as the resident retains a receipt from such waste disposal facility for a period of at least six months from the date of service, evidencing their compliance with this subsection (iii).
- (b) *Commercial.* All commercial establishments, businesses, and industries having commercial solid waste, commercial recovered materials, scrap tires and/or yard trimmings shall contract with a solid waste hauler authorized under this chapter for a minimum of once-a-week collection of solid waste and recyclable materials. The frequency of yard trimmings and bulky trash pickup shall be provided to each business customer through the dictates of individual contracts between the solid waste hauler and respective business establishment. A commercial business establishment may use multiple haulers to perform individual waste collection and disposal services.
- (c) *Nuisance and overflow.* At no time shall the level of service provided by any hauler for waste and/or recyclable be such that waste and/or recyclable materials overflow the container for which it is to be disposed or create any odors that would otherwise be deemed a public nuisance from the inability to properly collect said materials in a timely manner consistent with the disposal rate of any such business establishment.
- (d) *Multi-family developments.* For purposes of collection and disposal of waste and recycling, multi-family developments may use separate waste haulers to perform individual services necessary to serve the overall development.
- (e) *Customer education.* Solid waste haulers shall educate customers on their website, or in writing, about industry trends and best practices, including recycling and collection schedules (including holiday collection schedules). Such communication should promote placing collectibles at the curb the night before collection, and receptacles should not remain at the curb for longer than 24 hours.
- (f) *Hauler Specific Policies.* Haulers may implement customer requirements in addition to this chapter, so long as such requirements are not inconsistent with the chapter, or applicable local, state and federal codes, rules and law.

**Sec. 12.3.2 - Disabled Persons.**

- (1) Any disabled person who does not reside with at least one non-disabled person related by blood or marriage shall be provided non-curbside collection of residential municipal solid waste, residential recovered materials, residential bulky waste, white goods, and/or yard trimmings by their hauler, provided that the disabled person performs the following:
  - a. Obtains a physician's certificate certifying such disability; and
  - b. Provides the physician's certificate at least, at least a month in advance, to the city and the hauler serving such person's residential service unit; and

- c. Executes and returns to the city a sworn affidavit, provided by the city, attesting to their qualifications under this subsection.
- (2) Non-curbside collection is available only if all adult persons residing in the residential service unit are also disabled and also obtain physician's certificates certifying such disability.
- (3) This section also applies to temporary disability not to exceed ninety (90) days.
- (4) Companies may make reasonable rules for the non-curbside collection of residential municipal solid waste, residential recovered materials, residential bulky waste, white goods, and/or yard trimmings from disabled persons who qualify under this chapter for such service.

**Sec. 12.3.3 - City initiated collection.**

The city reserves the right to secure residential waste collection services for any occupant or owner who fails, upon request, to provide proof of having secured weekly waste collection services as required under this chapter. Such city-initiated service may be terminated upon the owner or occupant providing the city with proof of obtained collection services. Such service shall be in addition to the city's authority to issue citations or fines for failure to comply with this chapter. The city may recover the costs for any such city-initiated collection services as allowed by law.

**Sec. 12.3.4 - Establishment of residential container sizes.**

- (a) Upon adoption of this chapter, the following container sizes for residential garbage and recycling shall be established. All haulers registered in the city are responsible and shall provide, deliver, maintain, and replace, when necessary, a wheeled-garbage container and a wheeled-recycling cart for single-family homes and a recycling bin for each multi-family unit.

- (1) *Residential.*

- a. *Single-family homes.*

- 1. For purposes of garbage collection, all registered haulers shall provide a choice of two minimum sized containers. They shall include either a 65-gallon or a 90-gallon cart on wheels.
- 2. For purposes of recycling collection, all registered haulers shall provide a choice of two minimum sized containers. They shall include either a 30-gallon or a 65-gallon cart on wheels.

- b. *Multi-family homes.*

- 1. For purposes of garbage collection, all registered haulers shall offer a roll-off and/or trash compactor on-site commensurate in size to the number of units served within the complex.
- 2. For purposes of recycling collection, all registered haulers shall provide an 18-gallon bin for each unit. The size of the recycling receptacle shall be commensurate in size to the number of units served within the complex.

**Sec. 12.3.5 - Containers.**

- (a) All containers shall be constructed and maintained according to good industry practice;
- (b) All containers shall be equipped with stable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
- (c) All containers, save and except those being used for the purpose of collecting and storing rubble, building and scrap construction materials, shall be equipped with covers suitable to prevent blowing or scattering refuse and access to the container by animals while the container is at the site designated by customer;
- (d) All containers shall be periodically cleaned by residents, and maintained, serviced and kept in a reasonably good state of repair by haulers, to prevent the unreasonable accumulation of refuse residues, to avoid excessive odor and harborage for rodents and flies resulting from excessive residues remaining after collection of containers;
- (e) All containers shall be clearly marked with the company's name and telephone number in letters not less than three inches in height; and
- (f) All containers, when stored, shall not be on public rights-of-way and shall be located so as to not interfere, block, obstruct or impede the normal use of any sidewalk, street, alley driveway or fire lane, or to block, obstruct or impede sight distance at street, road or alley intersections. Such containers shall be removed from the collection point within 24 hours of service.

**Sec. 12.3.6 - Individual placement and disposal of yard trimmings.**

- (a) It shall be unlawful to place or mix yard trimmings with municipal solid waste within the city.
- (b) Yard trimmings shall not be disposed of at any municipal solid waste disposal facility with liners or leachate collection systems or any municipal solid waste landfills which have received a vertical expansion under O.C.G.A. § 12-8-40.2.
- (c) Yard trimmings, if not collected, shall be disposed of in the following manners:
  - (1) Sorted and stockpiled;
  - (2) Chipped;
  - (3) Composted;
  - (4) Used as mulch;
  - (5) By otherwise beneficially reusing or recycling it to the maximum extent feasible; or
  - (6) At certain types of landfills that are permitted to accept yard trimmings under O.C.G.A. § 12-8-40.2.
- (d) Persons violating the provisions of paragraphs (a) and (b) of this section shall be subjected to punishment as allowed by law.
- (e) Notwithstanding the provisions of paragraphs (a) through (d) of this section, individuals may combine municipal solid waste and yard waste which is transported to an authorized composting facility for processing.

**Sec. 12.3.7 - Mandatory offer of recycling service.**

- (a) All collectors must offer to their residential and commercial customers the option of having their recyclable materials collected at least once a month. Recyclable materials to be collected shall include at a minimum the following items: newspaper, aluminum, card board and plastics.
- (b) All collectors must offer an appropriate container, bags or other type of receptacle for those residential customers opting for this recycling service. Any collector providing such a container, bags or other type of receptacle to any residential customer may charge a fee for such a container, bags or other type of receptacle.
- (c) In no event shall any of the recyclable materials collected pursuant to this optional recycling service be disposed of in any landfill.
- (d) Any failure to comply with or violation of the provisions contained in this section shall subject the offender to punishment as allowed by law.

**Sec. 12.3.8 - Unauthorized collection of recovered materials.**

No person other than the owner of recovered material shall remove any such recovered material which has been separated from solid waste and placed at a designated recovered material collection location for recycling.

**Sec. 12.3.9 - Customer's requirements.**

All persons receiving solid waste collection and disposal services in the city shall comply with the following minimum requirements:

- (1) All solid waste must be enclosed in plastic or plastic-lined bags which are or have been tied, except as provided in paragraph (2) of this section.
- (2) Yard trimmings, if collected, shall be sorted and separated from all municipal solid waste in order to facilitate collection and ultimate handling in accordance with this chapter.
- (3) Nothing in this chapter shall prohibit persons from disposing of their own solid waste, provided that all solid waste is bagged, tied, contained and/or covered when transported for disposal.

**Sec. 12.3.10 - Services required to be performed.**

All residential collectors shall comply with the following requirements:

- (1) *Collection schedule:* Collectors shall provide residential collection service at least once per week. No undue disturbance shall be created in residential areas during residential collection.
- (2) *Collection during holidays:* During a week which includes a legal holiday, collectors shall alternate collection days, if necessary, to ensure that collection service is provided at least once during such a holiday week.
- (3) *Notice to customer and city:* Residential collectors shall give written notice of any change in policy or level of service as follows:

- a. To the city at least ten days prior to the implementation of any such change, including but not limited to sale of company, termination of business, or change of phone number; and
  - b. To the customer at least ten days prior to the implementation of any such change, including but not limited to termination of service; change of phone number, and change of rates, but excluding any sale of the company; however, the customer shall be notified of any such sale of the company within thirty days after the occurrence of such sale.
- (4) *Disposal of solid waste:* All collectors, including commercial collectors, must dispose of any solid waste in an approved disposal facility permitted and/or managed by the state department of natural resources and/or the city.
- (5) *Disposal of yard waste:*
- a. It shall be unlawful within the city to dispose of yard trimmings in all municipal solid waste landfills with liners or leachate collection systems; and to dispose of yard trimmings in all municipal solid waste landfills which have received a vertical expansion under O.C.G.A. § 12-8-40.2.
  - b. All collectors, including commercial collectors, must dispose of yard trimmings, if collected, in the following manners:
    - 1. Sorting and stockpiling; or
    - 2. Chipping; or
    - 3. Composting; or
    - 4. Using as mulch; or
    - 5. By otherwise beneficially reusing or recycling it to the maximum extent feasible; or
    - 6. By delivering it to certain types of landfills that are permitted to accept yard trimmings under O.C.G.A. § 12-8-40.2.
  - c. Notwithstanding the provisions of paragraphs (1) through (5) of this section, collectors may combine municipal solid waste and yard waste which is transported to an authorized composting facility for processing.
- (6) *Customer service:* Each city approved hauler under this chapter shall at all times:
- a. List their website address, company email address, and available payment methods on customer invoices;
  - b. Maintain a public company website;
  - c. Published their telephone number and company email on their company website for customers to contact the hauler for customer issues and complaints;

d. Designate a person to be available during normal business hours to review and resolve customer issues and complaints; and

e. Maintain and implement an internal customer service system to resolve customer complaints and issues.

a. The City may request at any time a record of the hauler's customer service complaint tracking information. If the City receives more than three (3) complaints within one (1) month from any hauler, the City reserves the right to charge the hauler with the "-Customer Service Non-Compliance" fee referenced in Table 3, and may consider termination of the hauler's non-exclusive contract for the remainder of the service year.

### **Sec. 12.3.11 - Hours of collection.**

- (a) No person or entity shall engage in the collection, transportation or disposal of any solid waste or recyclables from dumpsters, containers or receptacles of any kind or type between the hours of 11:00 p.m. and 7:00 a.m. except to perform emergency work required to safeguard the immediate health, safety and welfare of the public. Haulers may, however, commence collections as early as 5:00 a.m. on dates in which the heat index in the city exceeds 100 degrees Fahrenheit, or on Saturdays immediately following a city, state or federal holiday.
- (b) If a partnership, corporation or other business entity controls, directs and/or owns a solid waste collection business, both the person directing the operation of such business, and all partners, directors, officers, shareholders, agents, representatives or employees exercising significant managerial responsibility over any employee or agent whose acts violate the terms of this article or chapter shall, in addition to such employee or agent, be considered to have violated the provisions of this chapter.
- (c) Specifically excluded from the applicability of this section are the dumpsters located at any schools and medical facilities -within the city. The Sustainability, Waste, and Beautification Department may provide additional exclusions to this section to preserve the health, safety, and economic vitality of the city.

### **Sec. 12.3.12 - Excluded services.**

- (a) Collectors shall not be required to collect, remove or transport materials which exhibit any of the following characteristics:
  - (1) Toxic;
  - (2) Ignitable;
  - (3) Reactive; or
  - (4) Corrosive.
- (b) Collectors shall not be required to collect, remove or transport dead animals.

### **Sec. 12.3.13 - Prohibited acts.**

- a) No person, company, service provider, firm, corporation or other entity shall:
  - 1. Violate the requirements set forth in this chapter;
  - 2. Collect solid waste in a manner which will be conducive to insect and rodent infestation or the harboring and feeding of wild dogs or other animals; impair the air quality; impair the quality of the ground or surface waters; impair the quality of the environment; or likely create other hazards to the public health, safety, or well-being as defined by Georgia Department of Natural Resources, Environmental Protection Rule 391-3-4-04; or
  - 3. Collect solid waste until all requirements in this chapter have been complied with.
- b) No solid waste may be disposed of by any person in an open dump, nor may any person cause, suffer, allow or permit open dumping on his property as defined by Georgia Department of Natural Resources, Environmental Protection Rule 391-3-4-04, as amended.
- c) It shall be a violation of this chapter to place or cause to be placed for collection by a residential service provider or commercial service provider any acid, explosive material, inflammable liquids or dangerous or corrosive material of any kind.
- d) No person other than the occupant or owner thereof shall interfere with any container placed for the purpose of storing solid waste pending collection, or remove or take any of the contents thereof, or remove any container from the location where the container has been placed by the owner thereof.
- e) No person shall discard or deposit any solid waste on the land of another without first obtaining permission of the owner.
- f) No person shall discard or deposit, or permit the discarding or depositing, of any solid waste on any public right-of-way, except in receptacles provided for the purpose of holding such solid waste.

**ARTICLE 4 – LITTER CONTROL**

**Sec. 12.4.1 - Purpose and intent.**

The purpose of this article is to protect the public health, safety, environment, and general welfare through the management and prevention of litter. The objectives of this article are:

- (1) Provide for uniform prohibition throughout the city of any and all littering on public or private property; and,
- (2) Prevent the desecration of the beauty and quality of life of the city and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.

**Sec. 12.4.2 - Applicability.**

This chapter shall apply to all public and private property within the city.

**Sec. 12.4.3 - Compatibility with other requirements.**

This article is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this article should be considered minimum requirements, and where any provision of this article imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

**Sec. 12.4.4 - Definitions.**

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

*Construction waste* means waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality. For the purposes of this article, construction waste is a type of litter.

*Litter* means any organic or inorganic waste material, rubbish, refuse, garbage, trash, construction waste, hulls, peelings, debris, grass, weeds, ashes, sand, gravel, slag, brickbats, metal, plastic, and glass containers, broken glass, dead animals or intentionally or unintentionally discarded materials of every kind and description which are not "waste" as such term is defined in O.C.G.A. § 16-7-51.

*Public or private property* means the right-of-way of any road or highway; any body of water or watercourse or the shores or beaches thereof; any park, playground, building, refuge, or conservation or recreation area; timberlands or forests; and residential, commercial, industrial, or farm properties.

**Sec. 12.4.5 - Prohibition against littering public or private property or waters.**

- (a) It shall be unlawful for any person or persons to dump, deposit, throw or leave or to cause or permit the dumping, depositing, placing, throwing or leaving of litter on any public or private property in this city or any waters in this city unless:
  - (1) The property is designated by the state or by any of its agencies or political subdivisions for the disposal of such litter, and such person is authorized by the proper public authority to use such property;
  - (2) The litter is placed into a receptacle or container installed on such property; or;
  - (3) The person is the owner or tenant in lawful possession of such property, or has first obtained consent of the owner or tenant in lawful possession, or unless the act is done under the personal direction of the owner or tenant, all in a manner consistent with the public welfare.
- (b) Construction site operators must control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality.

**Sec. 12.4.6 - Vehicle loads causing litter.**

No person shall operate any motor vehicle with a load on or in such vehicle unless the load on or in such vehicle is adequately secured to prevent the dropping or shifting of materials from such load onto the roadway.

**Sec. 12.4.7 - Evidence.**

- (1) Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle, boat, airplane, or other conveyance in violation of this article, it shall be prima facie evidence that the operator of the conveyance has violated this article.
- (2) Except as provided in subsection (1), whenever any litter which is dumped, deposited, thrown or left on public or private property in violation of this article is discovered to contain any article or articles, including but not limited to letters, bills, publications or other writing which display the name of the person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this article.

**ARTICLE 5 – SCRAP TIRE ENFORCEMENT**

**Sec. 12.5.1 – Purpose and intent.**

The City of Mableton finds that protection of the environment is vital to the health, safety, welfare and economic progress of the City of Mableton and its citizens. Therefore, this article intends to develop regulations and procedures that govern scrap tires from the point of generation to the point of disposal.

**Sec. 12.5.2. – General.**

It shall be unlawful to dump scrap tires or cause, suffer or allow the dumping of scrap tires at any place in the City of Mableton, including the following:

- (1) Any public highway, road, street, alley, or thoroughfare, including any portion of the right of way thereof, or on any other public lands except in containers or areas lawfully provided for such dumping; and
- (2) Any river, canal, stream, creek, or freshwater lake; and
- (3) Any public property or private property not owned or maintained by the alleged violator.

**Sec. 12.5.3. – Scrap tire storage, handling, and disposal.**

- (1) O.C.G.A. § 12-8-20 et seq., as amended, are hereby incorporated in this section as if fully set forth herein.
- (2) It shall be the responsibility of the owner or occupant of property to store all scrap tires in a manner that will not adversely affect the public health and safety.
- (3) It shall be the responsibility of the owner or occupant of property to store all scrap tires in a manner that is consistent with federal, state, and local law.

**Sec. 12.5.4. – Accumulation.**

- (1) No person may store more than one hundred (100) scrap tires anywhere in the city. Any person storing in excess of one hundred (100) scrap tires shall be deemed to be in violation of this part. The following exceptions shall apply:
- a. A solid waste disposal site permitted by the city if permitted by the EPD, and if the permit authorizes the storage of scrap tires prior to their disposal;
  - b. A tire retailer with not more than three thousand (3,000) scrap tires in storage;
  - c. A tire retreader with not more than one thousand five hundred (1,500) scrap tires in storage so long as the scrap tires are of the type that the retreader is actively retreading.
  - d. An auto salvage yard with not more than five hundred (500) scrap tires in storage; and
  - e. A scrap tire processor approved by the division so long as the number of scrap tires in storage do not exceed the quantity approved by the EPD.
- (2) It shall be unlawful for any person to store scrap tires except in a container, located outside of an authorized business, enclosed on all four (4) sides by a solid screen and having a secure top cover to prevent the accumulation of water in the container.

#### **Sec. 12.5.5. – Compliance**

- (a) Scrap tire generator. Any person who generates scrap tires shall obtain a scrap tire generator identification number issued by EPD and shall maintain copies of manifests for any scrap tires that have been shipped or removed from the business location within the past thirty-six (36) months. Separate identification numbers are required for each generator having multiple generation locations.
- (1) The manifests shall include the following information:
- a. Name and identification number of the generator;
  - b. Number and total tonnage (accurate to within ten (10) percent of actual number) of scrap tires to be transported;
  - c. Name and permit number of the scrap tire carrier;
  - d. Date of transport;
  - e. Destination of scrap tires; and
  - f. Signatures of the scrap tire generator, scrap tire carrier, and scrap tire processor.
- (2) The completed manifest(s) and the scrap tire generator identification number shall be made available to the City of Mableton Code Enforcement Department upon request.
- (3) Scrap tire generator identification numbers are not transferable; and each generator shall ensure that the scrap tire section of the EPD approves the carrier being used to transport scrap tires.
- (b) Scrap tire carrier. It shall be the responsibility of the carrier to return a completed copy of the manifest to the scrap tire generator within thirty (30) days from the date on which the scrap tire carrier takes possession of the scrap tires. The date the scrap tire carrier takes possession of the scrap tires shall be indicated on the manifest.
- (c) Tire handling businesses. All tire handling businesses shall maintain an accurate inventory of all new and used tires received at the place of business, sold to a consumer, sent to another tire handling businesses, or shipped to an approved processor. Inventory and quarterly transport reports shall be kept on site and made available for inspection by City

of Mableton Code Enforcement Officers. Quarterly reports shall be prepared and sent upon request to the City of Mableton Code Enforcement Director and shall include the following information:

- (1) Name of company that transported tires;
- (2) Name of owner of company and driver of transport vehicle;
- (3) Telephone number of transport company;
- (4) Valid environmental protection division scrap tire program transportation identification number;
- (5) Type of vehicle used to transport tires.

**Sec. 12.5.6 – Enforcement**

- (a) Enforcement of this article shall be the responsibility of the City of Mableton Code Enforcement Director or his or her designee.
- (b) The City of Mableton Code Enforcement Officers are authorized to enforce this article on behalf of City of Mableton, and shall be empowered to enter private property, with the owner's consent, at reasonable times in order to inspect the property for violation of this article. If the owner does not consent to such entry on private property for inspection, such officer shall obtain a warrant to enter upon the property.

**Sec. 12.5.7. – Violations and penalties.**

Any person or entity violating any portion of this article shall be guilty of an ordinance violation and upon conviction thereof, shall be punished as set forth in Chapter 12, Solid Waste Management, of the City of Mableton Code of Ordinances and as follows:

- (1) First offense: A fine not less than one hundred dollars (\$100.00) or more than one thousand dollars (\$1,000.00) or up to thirty (30) days imprisonment, or both.
- (2) Upon conviction, the court may also order the convicted person to remove any scrap tires that have been accumulated in violation of this article from the property.

**ARTICLE 65 – PENALTIES AND ENFORCEMENT**

**Sec. 12.65.1 - Compliance with law.**

Persons, entities and haulers shall conduct their operation within the city in compliance with all applicable local, state and federal laws, rules and regulations, including as provided in this chapter.

**Sec. 12.65.2 - Enforcement.**

Unless otherwise specially provided by the city council, the enforcement of this chapter shall be within the jurisdiction of the city's enforcement personnel, including the city manager or his/her designees or employees/agents of the city. The enforcement personnel shall have such powers as are reasonably necessary to enforce and give effect to this chapter. Nothing stated herein, however, shall prohibit other law enforcement agencies, officers or officials of this state from enforcing similar laws and regulations as allowed by law and/or with the City's consent.

**Sec. 12.65.3 - Violations and penalties.**

- (a) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. Any person who has violated or continues to violate the provisions of this chapter, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise sentenced in a manner provided by law. Any person and/or entity who violates any section or provision of this chapter shall be punished as allowed by law, which may include a fine in an amount not to exceed \$1,000.00, community service and/or imprisonment. If any person is found to be guilty of more than one violation of this chapter in any 12-month period, unless provided elsewhere under this chapter, the following fines are established:
  - (1) The amount of the original fine plus \$200.00, not to exceed \$1,000.00 and/or imprisoned for a period not to exceed 60 days for the second violation of this chapter in any 12-month period.
  - (2) The amount of the original fine plus \$650.00, not to exceed \$1,000.00 and/or imprisoned for a period not to exceed 60 days for the third violation of this chapter in any 12-month period.
  - (3) \$1,000.00 and/or imprisoned for a period not to exceed 60 days for the fourth and each successive violation of this chapter in any 12-month period.
- (b) All violations, penalties and/or remedies specified in this chapter are cumulative. Each separate date of a violation shall be a separate offence. Pursuance of any one violation, penalty or remedy shall not be deemed an election of remedies and shall not prohibit the simultaneous pursuit of any other applicable violation, penalty or remedy.

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

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

**Section 3.** Fees and other costs applicable under this Ordinance are hereby adopted and attached as the “City of Mableton Waste Management Fee/Fine Schedule.”

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

**Section 5.** The effective date of this Ordinance shall be February 26, 2025, unless required otherwise by the City Charter, state and/or federal law. In the event that any effective date herein is determined by a Court of law to be invalid, said effective date shall instead be the earliest date allowed by law.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

CITY OF MABLETON, GEORGIA:

\_\_\_\_\_  
Susan D. Hiott, Interim City Clerk

\_\_\_\_\_  
Michael Owens, Mayor

APPROVAL AS TO FORM:

\_\_\_\_\_  
Emilia Walker-Ashby, Interim City Attorney

**City of Mableton Waste Management Fee/Fine Schedule:**

**Table 1. Application/Renewal Fee**

Gross Receipts (Based upon year prior. Use anticipated gross receipts if a new business.)	Application/Renewal Fee
\$0 - \$99,999	\$115.00
\$100,000 - \$249,999	\$215.00
\$250,000 - \$499,999	\$375.00

\$500,000 and greater	\$500.00
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**Table 2. Other Registration and Programming Fees**

Fee Type	Amount	Description
<b>Application Fee</b>	See Table 1. "Application/Renewal Fee" (non-refundable)	.Fees are on a graduated structure, per Table 1.
<del>Decal Fee</del>	<del>\$25 per set of 2 decals</del>	<del>Two decals are required per fleet vehicle. Additional/replacement sets can be purchased if needed.</del>
<b>Contract Renewal Fee</b>	Fee is on a graduated structure, per Table 1	Annual renewal fee for maintaining active hauler status.
<b>Late Renewal Fee</b>	25% of the renewal fee	Applied if the renewal application is submitted past the deadline.
<b>Late Quarterly Report Penalty</b>	\$150 per late quarterly report	Applied if quarterly reports are not submitted to city by due date.
<b>Late Quarterly Fee Penalty</b>	10% of the quarterly amount due	Added to quarterly fees not paid to city by the quarterly fee due date.
<b>Interest on Late Quarterly Fees</b>	1.5% per month	Monthly interest on late quarterly fee balances, starting from the date of missed payment.

**Table 3. Fines for Sanitation, Litter, and Construction & Demolition (C&D) Waste Ordinance Violations.** The fines set forth below are recommended minimum fines, with exception that the City Municipal Court shall have discretion to adjust such fines as allowed by law and as the Court deems necessary, where circumstances warrant. This schedule shall in no manner limit or restrict the Court for imposing additional fines, penalties and/or other rulings, as allowed by law.

Entity Type	Violation	Fine
Solid Waste Vendors	Operating without a current City contract	\$1,000 per day
	Failure to Adhere to Identification Requirements (Inadequately marked vehicle)	\$500 per occurrence
	Non-Compliance with Vehicle and Container Requirements (Failure to cover loads or label containers)	\$300 per occurrence
	Failure to Offer or Educate on Recycling Program	\$500 per month until compliant
	Improper Disposal or Transfer of Waste	\$1,000 per occurrence
	Customer Service Non-Compliance (e.g., unresolved complaints escalated to the City)	\$250 per complaint filed with the City
Commercial Businesses	Improper Disposal of Waste	\$750 per occurrence
	Failure to Secure Waste in Appropriate Containers	\$250 per occurrence
	Unlawful Dumping or Littering	\$1,000 per occurrence

	Non-Compliance with Construction Site Waste Control	\$1,000 per occurrence
Residents	Improper Disposal of Household Waste	\$100 per occurrence
	Failure to Secure Trash in Covered Containers	\$50 per occurrence
	Littering or Unlawful Dumping - Minor (e.g., small items)	<del>\$500</del> <u>\$50</u> per occurrence <u>and/or item</u>
	Littering or Unlawful Dumping - Major (e.g., large items like furniture, appliances)	<del>\$1,000</del> <u>\$500</u> per occurrence <u>and/or item</u>
	Non-Compliance with Yard Waste Disposal Requirements	\$75 per occurrence
Construction & Demolition (C&D) Waste Providers	Operating without City Contract	\$1,000 per day
	Failure to Segregate C&D Waste from Other Waste Types	\$750 per occurrence
	Improper Disposal or Transfer of C&D Waste	\$1,000 per occurrence
	Non-Compliance with Construction Site Waste Removal (e.g., not removing waste before issuance of occupancy certificate)	\$1,000 per occurrence

	Failure to Allow or Facilitate City Audits of Records	\$1,000 per occurrence
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## **AGENDA ITEM MEMORANDUM**

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**MEETING OF:** March 11, 2026

**DEPARTMENT:** [DEPARTMENT]

**ISSUE/AGENDA ITEM TITLE:** Consideration and Approval of two voting delegates for the Cobb Municipal Association - City Clerk Susan Hiott

**BACKGROUND/SUMMARY:** In August of 1965 six municipalities of Cobb County joined together to form the Cobb Municipal Association (CMA). Per CMA's Constitution & Bylaws, the purpose of the Association is to foster better understanding between the governing authorities of all levels of government and to effect ways and means of providing maximum efficiency and economy in government to the citizens of the municipalities of Cobb County, Georgia. The membership of the association is composed of the City Manager, City Clerks, City Attorneys and Mayor and Council Members. Mayor and Council approved joining the Cobb Municipal Association at their February 14, 2024 meeting and has renewed annually since then.

Per CMA's Constitution and Bylaws:

Section 4 The secretary shall mail notice of meetings to each Association member not less than ten (10) days prior to the date on which the meeting is to be held. Section 5 Representation by a majority of the voting members shall constitute a quorum at any meeting of the Association. Each officer shall have one (1) vote. Each member city shall have two (2) voting delegates elected by their respective Mayor and Council. A simple majority vote on any normal issue shall be sufficient to carry; however, Roberts Rules of Order shall prevail.

Additional Information:

<https://cobbmunicipalassociation.com/index.html>

At the March 13, 2024 Council meeting, Council approved Councilmembers Keisha Jeffcoat and TJ Ferguson as the two delegates. Since there are now two new councilmembers, does the Council want to reconsider the delegate appointments?

**BUDGETED/FINANCIAL IMPACT – FUND:**

**RECOMMENDATION:**

**ATTACHMENTS:** None



## **AGENDA ITEM MEMORANDUM**

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**MEETING OF:** March 11, 2026

**DEPARTMENT:** [DEPARTMENT]

**ISSUE/AGENDA ITEM TITLE:** Second Read - An Ordinance Implementing A Temporary Moratorium within the City of Mableton on the Change of Use, Establishment, Expansion or Development of Immigration Detention Centers and for Other Lawful Purposes - City Attorney Emilia Walker-Ashby

**BACKGROUND/SUMMARY:** See ordinance attached. First Read was at the March 9, 2026, meeting.

**BUDGETED/FINANCIAL IMPACT – FUND:**

**RECOMMENDATION:**

**ATTACHMENTS:**

1. Detention Center Moratorium Rev. 3.9.26

**AN ORDINANCE IMPLEMENTING A TEMPORARY MORATORIUM WITHIN THE CITY OF MABLETON ON THE CHANGE OF USE, ESTABLISHMENT, EXPANSION OR DEVELOPMENT OF IMMIGRATION DETENTION CENTERS AND FOR OTHER LAWFUL PURPOSES**

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

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

**WHEREAS**, one of the City Council’s overarching goals is to build and maintain a community where residents with varied backgrounds, traditions, languages and origins feel connected and committed to each other, their neighborhoods, their community groups and organizations, and to the City as a whole;

**WHEREAS**, the City is in process of assessing and updating its land uses, zoning code and comprehensive plan (collectively “comprehensive planning”) to thoughtfully guide growth, strengthen community identity and ensure that development aligns and progresses with the vision residents have for the City;

**WHEREAS**, the City’s on-going comprehensive planning includes careful focus on land use, economic and market studies and building a roadmap that will guide the City’s growth, development and sustainability over the coming decades;

**WHEREAS**, the Council finds that immigration detention centers have been documented to have wide-ranging, severe and long-lasting negative impacts on communities, families and local economies;

**WHEREAS**, the City Council finds that the harmful impacts of immigration detention centers include significant economic strain and damage, and can overwhelm local and rural infrastructure, particularly water and sewage systems. For example, in Los Angeles, California, immigration detention facility related activities are alleged to have resulted in an approximate \$840 million loss in economic output;

**WHEREAS**, the City Council finds that the negative impacts of immigration detention facilities may range from the erosion of public trust in public institutions, to severe, and sometimes fatal, health crises for detainees;

**WHEREAS**, the City Council finds that the negative impacts of immigration detention facilities may create a climate of fear and distrust of authorities, reducing participation in religious, social and economic activities;

**WHEREAS**, the City Council finds that the existence and/or allowance of immigration detention facilities within the City may be incompatible with the City’s needs, vision, comprehensive planning goals, and overall public welfare;

**WHEREAS**, the courts have recognized Georgia’s local governments’ inherent ability to impose moratoriums when acting on behalf of the public welfare;

**WHEREAS**, the City Council finds that the concept of public welfare is broad and inclusive, the values it represents are physical, as well as aesthetic and monetary; and that it is within the City’s power "to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled;" Berman v. Parker, 348 U.S. 26 (1954); Kelo v. City of New London, 545 U.S. 469 (2005);

**WHEREAS**, the City Council finds that public welfare includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the City, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and preservation of City resources;

**WHEREAS**, the City desires though the adoption of this Ordinance (also referred to herein as “moratorium”), to impose an immediate and temporary suspension and moratorium on immigration detention centers within the City;

**WHEREAS**, the City Council finds this Ordinance and moratorium to be necessary in order to allow the City sufficient time to study and evaluate the impact and compatibility of immigration detention centers in relation to the City’s needs, vision and comprehensive planning goals, and the impact of immigration detention centers in relation to overall public welfare; and

**WHEREAS**, the City Council finds this Ordinance and moratorium to be necessary while its comprehensive planning and land use assessments are underway, in order to prevent potential harm to the public health, safety, welfare and peace; and to make the City a place where people want to live, work and thrive for years to come.

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

**Section 1. Imposition of Moratorium.**

**A. Definitions.**

1. 'Detainee' means a person who is held in an immigration detention center pending immigration proceedings or removal from the United States under the authority of the United States Federal Government, including the United States Department of Homeland Security and United States Immigration and Customs Enforcement.
2. 'Immigration detention center' means any facility that holds detainees, including private facilities contracted by the federal government to hold such detainees.

**B. Imposition.** There is hereby imposed a temporary moratorium prohibiting the establishment, location, operation, permitting, development, expansion, and/or licensing of an immigration detention center within the City. As such, there is hereby a temporary ban and suspension on the City's acceptance and/or processing of any request, petition and/or application for rezoning, licensing, zoning changes, permits, authorizations, plan reviews, development plans, land use permits, construction permits and/or building permits, for and/or involving any immigration detention center. Any approval, authorization, license and/or permit for immigration detention facilities issued and/or made over the duration of this moratorium is null, void and without legal force, including to the extent it is: 1) prohibited by and/or in conflict with this Ordinance, 2) made as a result of error or 3) made by use of vague or deceptive descriptions.

**C. Duration.** Unless otherwise amended by the City Council, the duration of this moratorium shall be from this Ordinance's time of adoption, up to and through **December, 31 2028**, to afford the City adequate time to assess, complete and adopt its comprehensive planning, zoning and land use related ordinances, policies and/or regulations.

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

- (a) All sections, paragraphs, and sentences of this Ordinance are or were upon 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 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the 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 Ordinance.

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

**Section 4.** The City Council adopts as its preliminary findings all recitals and finding referenced in this Ordinance, as well as additional findings of the City as its on-going land use, zoning and comprehensive planning updates are underway.

**Section 5.** This Ordinance shall go into effect immediately upon its adoption, unless required otherwise by the City Charter, state and/or federal law. As of the time of adoption, any acceptance of an application and/or any approval by any City employee and/or agent which is contrary to this Ordinance will be deemed in error, null and void and of no effect whatsoever.

**BE IT SO ORDAINED**, this 11th day of March, 2026.

ATTEST:

CITY OF MABLETON, GEORGIA:

\_\_\_\_\_  
Susan Hiott, City Clerk

\_\_\_\_\_  
Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

\_\_\_\_\_  
Emilia Walker-Ashby, Interim City Attorney