CITY OF MABLETON, GEORGIA

Riverside EpiCenter 135 Riverside Pkwy, Mableton, GA 30168
May 13, 2026 at 6:30 PM

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

CITY COUNCIL REGULAR MEETING AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA**
6. **PUBLIC HEARINGS**
   a. **REZ2026-002 (First Read and Public Hearing) - 640 South Gordon Rd - Parcel ID 18038500350 - Request to rezone subject property from R-20 to RD for duplex development - Community Development Director Michael Hughes**

      Open Public Hearing (Applicant and Support - 10 minutes time limit)
      Opposition - (10 minutes time limit)
      Close Public Hearing
      No action until Second Read

   b. **Public Hearing and Resolution to transmit to the Atlanta Regional Commission (ARC) and Department of Community Affairs (DCA) the 2045 Comprehensive Plan - Community Development Director Michael Hughes**

      Open Public Hearing
      In Support (10 minute time limit)
      Opposition (10 minute time limit)
      Close Public Hearing
      Vote - Consideration of Approval to transmit to ARC and DCA the Resolution and 2045 Comprehensive Plan

7. **PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS**
   a. **Meet Mableton Presentation - Economic Development Director Artie Jones and Chief Executive Officer of Cobb Travel & Tourism**

b. FY 2026 3rd Quarter Financial Review - Finance Director Karen Ellis

c. Proposed FY27 Budget Presentation - Finance Director Karen Ellis

d. Proclamation In Recognition of Municipal Clerks Week

e. Proclamation In Recognition of Municipal Court Clerks Week

8. 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. Approval to negotiate, execute in substantial format the stormwater maintenance agreement for Aldora Glass. Property is located at 7170 Delta Circle in Land Lot 504, 18th District, Cobb County. PIN 18050400210

b. Authorization and Certification of the Estimated Roll-Back Rate to Establish 0.00 mills as the Millage Rate Provided to the Cobb County Tax Assessors Office and the Cobb County Tax Commissioners Office for the 2026 Assessment Notices

c. Resolution to Adopt Uniform Municipal Court Rules of Procedure

d. Authorization for the Mayor to Execute a Solid Waste Contract with Arrow Inc. dba Arrow Waste

e. Authorization for the Mayor to Execute a Solid Waste Contract with Custom Disposal Service, Inc.

f. Authorization for the Mayor to Execute a Solid Waste Contract with Diamond Disposal, Inc.

g. Authorization for the Mayor to Execute a Solid Waste Contract with GFL Environmental

h. Authorization for the Mayor to Execute a Solid Waste Contract with Red Oak Sanitation and Recycling

i. Authorization for the Mayor to Execute a Solid Waste Contract with BFI Waste Services, LLC dba Republic Services

j. Authorization for the Mayor to Execute a Solid Waste Contract with Southeastern Waste Collection, LLC

k. Authorization for the Mayor to Execute a Solid Waste Contract with Trash Taxi of Georgia, LLC

l. Authorization for the Mayor to Execute a Solid Waste Contract with Waste Connections of GA, Inc.

m. Authorization for the Mayor to Execute a Solid Waste Contract with Waste Pro of GA, Inc.

n. Authorization for the Mayor to Execute a Solid Waste Contract with Georgia Waste Systems, LLC dba WM

o. Approval of April 20, 2026 Work Session Minutes

p. Approval of April 22, 2026 Regular Meeting Minutes

q. Approval of a Professional Services Agreement between the City of Mableton and MXI Environmental LLC to Conduct a Household Hazardous Waste (HHW) Collection Event - Sustainability, Waste and Beautification Director Emily Ryan

11. UNFINISHED BUSINESS

a. Second Read - An Ordinance Amending Article 5, Finance, of Chapter 2, Administration, of the City of Mableton Code of Ordinances and for Other Lawful Purposes - Finance Director Karen Ellis

b. Second Read - An Ordinance Approving the City of Mableton Procurement Policy and for Other Lawful Purposes - Finance Director Karen Ellis

c. REZ 2026-003 (Second Read) – Stallion Pkwy - Parcel ID 19108000540 - Approval of an Ordinance to rezone 3.5 acre parcel from NRC (Neighborhood Retail Commercial) to RSL (Residential Senior Living Non-Supportive Urban Rental Units) for 61-unit senior housing development — Director Michael Hughes

d. Second Read - An Ordinance Updating Chapter 12, Solid Waste Management, of the City of Mableton Code of Ordinances, Establishing a Keep Mableton Beautiful Commission and for Other Lawful Purposes - Emily Ryan, Sustainability, Greenspace, and Beautification Director

12. NEW BUSINESS

a. Consideration and Approval of a Resolution to Strengthen the City's Connectivity Through Collaboration of Key Community Stakeholders to help Empower the City for Success and Excellence and for Other Lawful Purposes (Mableton 4P) - City Manager Bill Tanks

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

c. Consideration and Approval to authorize the mayor to execute in substantial form the Community Development Block Grant (CDBG) Joint Agreement between City of Mableton and Cobb County, Georgia Program Year 2026 - Community Development Director Michael Hughes

d. Consideration and Approval of the Mayor to negotiate and execute in substantial form the Community Development Block Grant (CDBG) Joint Agreement for Program Years January 1, 2027 - December 31, 2029 - Community Development Director Michael Hughes

e. Resolution of the City of Mableton, Georgia, Establishing Committees for Effective Governance in the City and For Other Lawful Purposes

f. Consideration and Approval of Resolution approving an Intergovernmental Agreement with Cobb County and the Municipalities (Acworth, Austell, Kennesaw, Marietta, Powder Springs, Smyrna, and Mableton for the Use and Distribution of Proceeds from the 2028 Special Purpose Local Option Sales Tax for Capital Outlay Projects - City Manager Bill Tanks

13. OTHER BUSINESS/DISCUSSION

14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

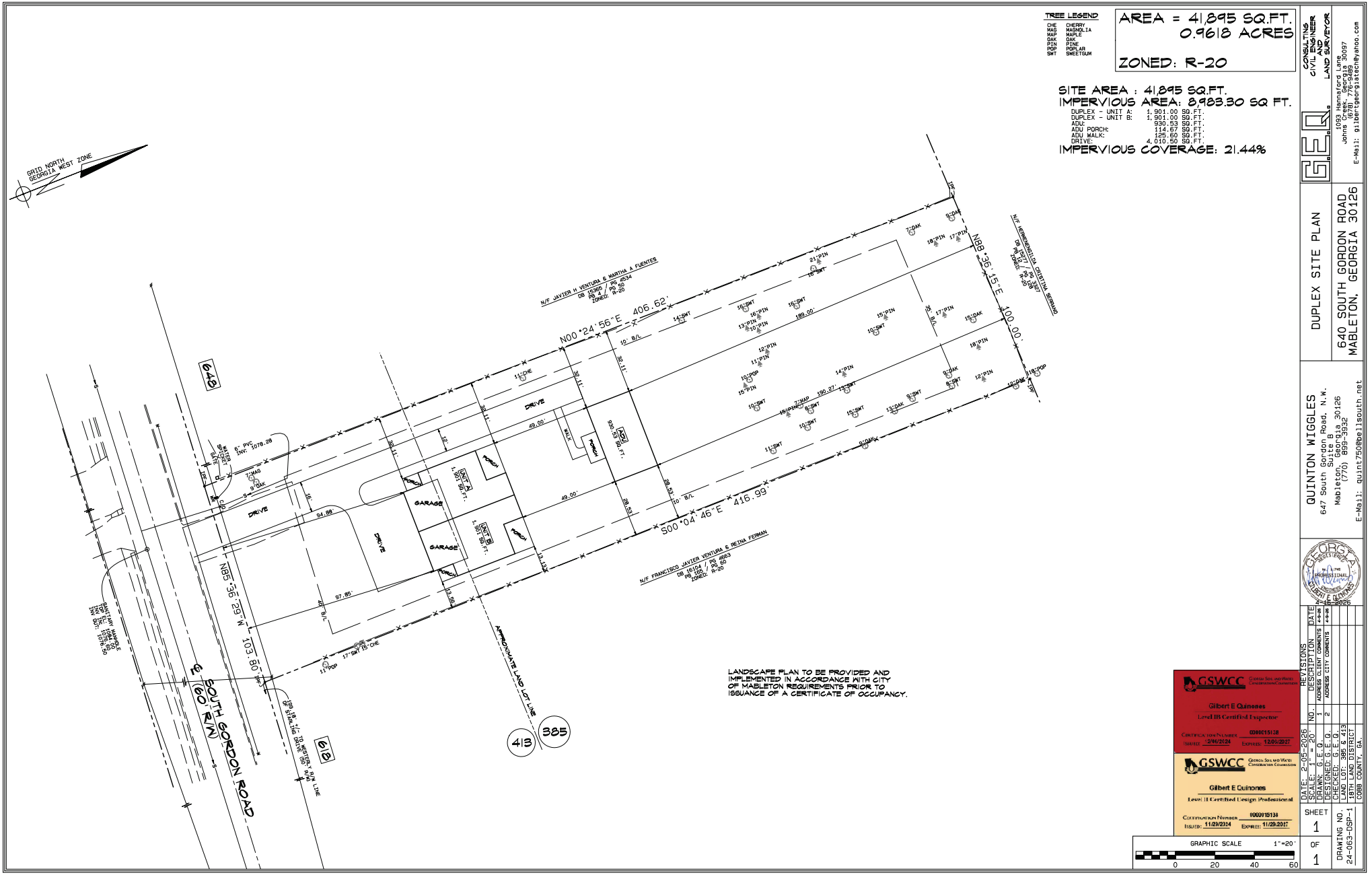
15. CITY ATTORNEY/CITY CLERK/STAFF ANNOUNCEMENTS/COMMENTS

16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

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

18. ADJOURNMENT

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



CONSULTING CIVIL ENGINEER LAND SURVEYOR

1093 Hannaford Lane
Johns Creek, Georgia 30097
(678) 591-0080
E-Mail: gilbertgeorgiastech@yahoo.com

DUPLEX SITE PLAN

640 SOUTH GORDON ROAD
MABLETON, GEORGIA 30126

QUINTON WIGGLES
647 South Gordon Road. N.W.
Suite 1
Mableton, Georgia 30126
(770) 899-3932
E-Mail: quint7508@bellsouth.net

GEORGIA REGISTERED PROFESSIONAL ENGINEER GILBERT E QUINONES 4-25-2026

GSWCC Georgia Soil and Water Conservation Commission
Gilbert E Quinones
Level IB Certified Inspector
Certification Number: 0000015138
Issued: 12/01/2024 Expires: 12/01/2027

GSWCC Georgia Soil and Water Conservation Commission
Gilbert E Quinones
Level II Certified Design Professional
Certification Number: 0000015138
Issued: 11/29/2024 Expires: 11/29/2027

NO.	DESCRIPTION	DATE
1	ADDRESS CLIENT COMMENTS	4-8-26
2	ADDRESS CITY COMMENTS	4-8-26

DATE: 2-05-2026
SCALE: 1"=20'
DRAWN: G.E.Q.
DESIGNED: G.E.Q.
CHECKED: G.E.Q.
LAND LOT: 385 & 413
18TH LAND DISTRICT
COBB COUNTY, GA.

DRAWING NO.
24-063-DSP-1

SHEET 1 OF 1

Rezoning Statement – Case REZ-2026-02

Honorable Chair, Esteemed Members of the Planning Commission, City Staff, and Residents of Mableton,

My name is Quinton Wiggles. I am a long-standing member of the Mableton community, a committed small business owner, and a resident whose vision for my property is grounded in family, stability, and responsible development.

As outlined in the staff report for Case REZ-2026-02, I am requesting to rezone this property from R-20 Single-Family Residential to RD Residential Duplex to allow for modest and thoughtfully planned residential development.

I have proudly called Mableton home since 2006. My connection to this community is not distant or speculative—it is personal, lived, and deeply rooted. My business is located directly across from the subject property, which reflects my daily presence and long-term investment in this area. I am not an absentee developer—I am a neighbor seeking to improve my surroundings with care, intention, and accountability.

At the heart of this request is a simple and sincere goal: to develop high-quality homes that are attainable for ownership. I do not engage in short-term rental activity or speculative investment practices. My vision is centered on stability and generational value. One unit of the duplex is intended for sale, contributing to homeownership opportunities, while the other will be reserved for my eldest child—reinforcing family-centered living within this community.

Additionally, I am proposing a habitable accessory structure to serve as a personal resting space during extended work periods. This is not intended to intensify use, but rather to support a practical lifestyle aligned with my daily responsibilities.

Beyond the structures themselves, I am committed to sustainable living. I plan to dedicate a portion of the rear yard to small-scale gardening, inspired by a personal health journey that has strengthened my appreciation for wellness and organic living.

I approach this process with full respect for the City’s regulatory framework. I understand that the current plans are conceptual, and I welcome continued collaboration with City staff and reviewing agencies to ensure the final design meets all applicable standards.

In an effort to engage the community, I hosted a Neighborhood Zoning Information Meeting on March 23rd at an event center on South Gordon Road. While attendance was limited, I remain open and committed to receiving feedback and addressing concerns.

Furthermore, I am willing to accept reasonable and well-founded conditions that ensure compatibility with the surrounding neighborhood and uphold the intent of the City’s development policies.

Above all, I respectfully ask for fairness and thoughtful consideration. I believe this request aligns with what is permitted by right within the City's code, and I hope my intentions, circumstances, and commitment to this community are carefully weighed.

I am not seeking to overdevelop or disrupt the character of the neighborhood. I am simply seeking the opportunity to build responsibly, live intentionally, and contribute positively to the future of Mableton.

With humility, I place my trust in the wisdom and discretion of this esteemed Commission.

Thank you, and God bless you all.



City of Mableton, Georgia Rezoning Application and Instructions

The City of Mableton strives to operate as a "paperless" organization. Please be advised that this application form, its required documents and any supporting information must be uploaded via the city's website and data portal.

All application information submitted is a public record and is subject to the Open Records Act. This information wi be posted online. Do not include any sensitive or personal information on the application or in your submitte application packet.

The following items are required for submitting an application for rezoning:

1. **Rezoning Application**. (Attachment A) Original notarized signatures of titleholder(s) and representative(s) are required.

2. **Summary of Intent**. (Attachment B)

3. **Corporate Documentation**. If the titleholder(s) is a domestic or foreign corporation, then the following documentation shall also be required:
   Written authentication with the presence of the corporate seal, or a facsimile thereof, attested by the secretary or assistant secretary of the corporation, or other officer to whom the bylaws or the directors have delegated the responsibility for authenticating records of the corporation, shall attest:

   a) That the corporate seal or facsimile thereof affixed to the document is in fact the seal of the corporation of true facsimile thereof, as the case may be;

   b) That any officer of the corporation executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute such document on behalf of the corporation, and that the signature of such officer subscribed thereto is genuine; and

   c) That the execution of the document on behalf of the corporation has been duly authorized.

4. **Disclosure Form**. Zoning Application Disclosure forms (Attachments C1 and C2) must be completed.

5. **Warranty Deed**. A copy of the warranty deed that reflects the current owner(s) of the property. Security deeds are not acceptable. (Mark as Attachment D)

6. **Legal Description**. A current legal description of the subject property. If the application consists of several tracts, a legal description of each tract is required. A separate legal description of each zoning classification is also required, as well as an overall description of all tracts and/or classifications combined. No legal description should include more property than is included in the application for rezoning. (Mark as Attachment E)

7. **Tax Receipt**. A copy of the paid tax receipt for the subject property or a statement signed by an official in the Tax Commissioner's Office or other official document issued by the Tax Commissioner's Office indicating the taxes have been paid. Properties with delinquent taxes may be withdrawn by the staff or may be delayed or denied by the Mayor and Council. (Mark as Attachment F)

8. **Site Plan.** A copy of current site plan and current boundary survey drawn to scale by a registered engineer, architect, land planner, or land surveyor currently registered in accordance with applicable state laws. The plan must be stamped by the applicable professional. The plan must include the information listed below. If any item below is inapplicable, please explain why. (Mark as Attachment G)

   a) north arrow,
   b) land lot lines,
   c) district lines,
   d) lot lines,
   e) angles,
   f) total acreage,
   g) bearing and distances,
   h) adjoining street with right-of-way (present and proposed),
   i) paving widths,
   j) the exact size (dimensions and square footage) and location of all buildings along with intended use,
   k) building setback.
   l) Renderings or elevations illustrating all four sides of any building in .pdf or .jpg format in color and at a sufficient resolution for quality printing.
   m) buffer areas,
   n) parking spaces,
   o) parking deck location,
   p) lakes and streams,
   q) utility easements,
   r) limits of the 100-year flood plain and acreage of flood plain,
   s) cemeteries,
   t) wetlands,
   u) access points,
   v) architectural or archeological landmarks,
   w) stormwater detention/retention areas,
   x) percentage of impervious surface before and after changes are made to the property,
   y) stream buffers with required width,
   z) lot sizes (if property will be subdivided)

9. **Septic Tank Documentation.** If the property is or will be on septic tank, documentation of approval from the Cobb County Health Department (770-435-7815). (Mark as Attachment H)

10. **Statement of Agreeable Zoning Conditions.** List all the characteristics of the proposed development beyond the minimum requirements of the zoning category, including agreements reached with neighboring property owners and other community members and organizations. Attachment C may be used or the information may be on a form or letterhead used by the applicant or the applicant's representative. (Mark as Attachment I)

11. **Zoning Analysis**. A complete written, documented analysis of the impact of the proposed rezoning with respect to each of the following matters. (Mark as Attachment J)

(a) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;
(b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
(c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;
(d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;
(e) Whether the zoning proposal is in conformity with the policy and intent of the land use plan; and
(f) Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal.

9. **Traffic Study**. Any application for a rezoning involving a request of more than 75 residential dwelling units or 50,000 square feet of non-residential building space, in single or multiple phases, shall be required to submit a traffic impact study (prepared in accordance with industry accepted standards, including at a minimum, level of service impacts for adjacent roadways and intersections) and mitigation package to address the cumulative effects from the project's impact. Said applicant shall also be required to coordinate and fund any recommended mitigation measures limited to project related improvements with applicable federal, state and local agencies including the Georgia Regional Transportation Authority and the Atlanta Regional Commission.

Any application for a rezoning involving a request of more than 150 residential dwelling units or 100,000 square feet of non-residential building space, in single or multiple phases, shall be required to submit a traffic impact study (prepared in accordance with industry accepted standards), the scope of which shall be determined by the Director of the Cobb County Department of Transportation or his/her designee and shall at a minimum address conditions and impacts resultant from the project within a 10 year scope. Said applicant shall also be required to coordinate and fund any recommended mitigation measures limited to project related improvements with applicable federal, state and local agencies including the Georgia Regional Transportation Authority and the Atlanta Regional Commission. (Mark the traffic study as Attachment K.)

These requirements shall not apply to a "Development of Regional Impact", as defined by the Georgia Department of Community Affairs or Georgia Regional Transportation Authority, as may be amended from time to time. (Attachment L)

10. Application fee for rezoning, please see attached Rezoning Fee Structure. (Attachment M) Fees must be paid by credit card or Venmo.

Rezoning Process Requirements

1. **Signs**. Signs provided by the City must be posted on or near the right-of-way of the nearest public street thirty (30) days before the public hearing. Both a zoning sign and pursuant sign must be posted for every 500 feet of public road frontage. Failure to post and maintain signs continuously may prohibit consideration of the application at any scheduled public hearing. It is the responsibility of the applicant to ensure that signs remain posted throughout the advertising period, including the day of the public hearings and to remain posted until the final decision by the Mayor and

Council.

2. **Mailings**. Applicants are required to provide a Certificate of Mailing that demonstrates that all property owners within a 1,000-foot radius of the subject property have been notified of the rezoning application. Applicants are encouraged to provide the letter to city staff for a cursory review prior to completing the Certificate of Mailing. The notice must be postmarked 30 calendar days prior to the Planning Commission Hearing. The applicant/representative is required to file with the Zoning Division proof of the mailing no later than 21 days prior to the Planning Commission Zoning Hearing for which the application is scheduled to be considered. Staff is authorized to continue any pending case in which the above requirements are not met. The notification must include:

   a. A legible copy of the application and site plan
   b. The date, time and location of the monthly public open house (see below)
   c. Phone numbers and email addresses for the applicant and the City zoning office.

3. **Community Open House Meeting**. The applicant or their representative must attend the monthly Community Open House Meeting hosted by the City of Mableton, during which interested citizens can ask questions of both the applicant and city staff, about the application. If applications are held or continued, applicant must continue to attend the Community Open House Meetings until their application is approved or denied by the Mayor and Council. Applicants are encouraged to produce explanatory materials for these open houses. The dates, times and locations for these open houses will be updated quarterly and available for review on the city's website.

4. **Public Hearings**. The applicant or their representative must attend both the Planning Commission and Mayor and City Council zoning hearings. If the application is held or delayed by either body, there may be more than two hearings. Failure to appear at the hearing may result in denial of the application.

5. **Public Contact**. Rezoning applications are public information and will be visible on the City website, advertised in the newspaper and otherwise disseminated to the general public. Applicants and their representatives should expect communication (phone calls, emails) from members of the public and should respond to their questions and concerns with complete, factual information and courtesy.

List of Attachments

Attachment A – Rezoning Application
Attachment B – Summary of Intent for Rezoning
Attachment C – Disclosure Statements (2)
Attachment D – Warranty Deed
Attachment E – Legal Description
Attachment F – Tax Receipt
Attachment G – Site Plan
Attachment H – Septic Tank Documentation
Attachment I – Statement of Agreeable Conditions
Attachment J – Zoning Analysis
Attachment K – Traffic Study
Attachment L – Development of Regional Impact Development Thresholds
Attachment M – Rezoning Fee Structure

Email: quint750@bellsouth.net.

Attachment A

Application for Rezoning
Mableton, Georgia

Application No. _____

PC Hearing Date: _____

M&C Hearing Date: _____

Applicant Quinton Wiggles **Phone#** 7708993832
(applicant's name printed)

Address 640 South Gordon Rd Mableton, GA **E-mail** quint750@bellsouth.net

_____ **Address** _____
(representative's name, printed)

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

Signed, sealed and delivered in presence of:

_____
Notary Public **My commission expires:** _____

MARYURI L. REYES NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES 08/26/2028

Titleholder Quinton Wiggles **Phone#** 889-3832 **E-mail** quint750@bellsouth.net
(titleholder's name, printed)

Signature _____ **Address** 640 South Gordon Rd
(attach additional signature, if needed) MABLETON, GA 301

Signed, sealed and delivered in presence of:

_____
Notary Public **My commission expires:** 8/26/28

MARYURI L. REYES NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES 08/26/2028

Zoning Request From R20 *to* RD
(present zoning) (proposed zoning)

For the Purpose of Popular Affordable Homes *Size of Tract* .99 *Acre(s)*
(subdivision, restaurant, warehouse, apt., etc.)

Location 640 South Gordon Rd Mableton, GA 3012
(street address, if applicable; nearest intersection, etc.)

Land Lot(s) 413 and 385 *District(s)* 18th

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

_____
(applicant's signature)

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

_____

(applicant's signature)

Attachment B

Application No. _____

Summary of Intent for Rezoning

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

a) **Proposed unit square-footage(s):** ~~3780~~ 3574

b) **Proposed building architecture:** TRADITIONAL Duplex House Plan With ADU In Rear of Property

c) **List all requested variances:** _____

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

a) **Proposed use(s):** _____

b) **Proposed building architecture:** _____

c) **Proposed hours/days of operation:** _____

d) **List all requested variances:** _____

Attachment C1

PROPERTY/FINANCIAL DISCLOSURE REPORT[1] BY APPLICANT[2]

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

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? No

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

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

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

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

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

I certify that the foregoing information is true and correct, this 21st day of January, 2025.

Applicant's Signature

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

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

Attachment C2

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

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

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

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

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

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

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution: 0

An enumeration and description of each gift having a value of two hundred fifty dollars ($250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: 0

I certify that the foregoing information is true and correct, this 21st day of January, 2022.

Applicant's Signature

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

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

Attachment H

STATEMENT OF AGREEABLE ZONING CONDITIONS

Rezoning Statement – Case REZ-2026-02

Honorable Chair, Esteemed Members of the Planning Commission, City Staff, and Residents of Mableton,

My name is Quinton Wiggles. I am a long-standing member of the Mableton community, a committed small business owner, and a resident whose vision for my property is grounded in family, stability, and responsible development.

As outlined in the staff report for Case REZ-2026-02, I am requesting to rezone this property from R-20 Single-Family Residential to RD Residential Duplex to allow for modest and thoughtfully planned residential development.

I have proudly called Mableton home since 2006. My connection to this community is not distant or speculative—it is personal, lived, and deeply rooted. My business is located directly across from the subject property, which reflects my daily presence and long-term investment in this area. I am not an absentee developer—I am a neighbor seeking to improve my surroundings with care, intention, and accountability.

At the heart of this request is a simple and sincere goal: to develop high-quality homes that are attainable for ownership. I do not engage in short-term rental activity or speculative investment practices. My vision is centered on stability and generational value. One unit of the duplex is intended for sale, contributing to homeownership opportunities, while the other will be reserved for my eldest child—reinforcing family-centered living within this community.

Additionally, I am proposing a habitable accessory structure to serve as a personal resting space during extended work periods. This is not intended to intensify use, but rather to support a practical lifestyle aligned with my daily responsibilities.

Beyond the structures themselves, I am committed to sustainable living. I plan to dedicate a portion of the rear yard to small-scale gardening, inspired by a personal health journey that has strengthened my appreciation for wellness and organic living.

I approach this process with full respect for the City’s regulatory framework. I understand that the current plans are conceptual, and I welcome continued collaboration with City staff and reviewing agencies to ensure the final design meets all applicable standards.

In an effort to engage the community, I hosted a Neighborhood Zoning Information Meeting on March 23rd at an event center on South Gordon Road. While attendance was limited, I remain open and committed to receiving feedback and addressing concerns.

Furthermore, I am willing to accept reasonable and well-founded conditions that ensure compatibility with the surrounding neighborhood and uphold the intent of the City’s development policies.

Above all, I respectfully ask for fairness and thoughtful consideration. I believe this request aligns with what is permitted by right within the City's code, and I hope my intentions, circumstances, and commitment to this community are carefully weighed.

I am not seeking to overdevelop or disrupt the character of the neighborhood. I am simply seeking the opportunity to build responsibly, live intentionally, and contribute positively to the future of Mableton.

With humility, I place my trust in the wisdom and discretion of this esteemed Commission.

Thank you, and God bless you all.



Attachment K

Developments of Regional Impact Development Thresholds					
Type of Development	**Notification Only**	**Rural and Developing Rural**	**Maturing Neighborhoods, Established Suburbs, Developing Suburbs, and other places not mentioned in this table**	**Regional Centers, and Regional Employment Corridors**	**Region Core**
(1) Office	400,000 gross square feet	400,000 gross square feet	500,000 gross square feet	600,000 gross square feet	700,000 gross square feet
(2) Commercial	Greater than 300,000 gross square feet	300,000 gross square feet	400,000 gross square feet	500,000 gross square feet	600,000 gross square feet
(3) Wholesale & Distribution	Greater than 500,000 gross square feet	500,000 gross square feet	500,000 gross square feet	500,000 gross square feet	500,000 gross square feet
(4) Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day	300 new beds	400 new beds	500 new beds	600 new beds
(5) Housing	Greater than 400 new lots or units	400 new lots or units	500 new lots or units	600 new lots or units	700 new lots or units
(6) Industrial	Greater than 500,000 gross square feet; or employing more than 1,600 workers; or covering more than 400 acres	500,000 SF or 1600 workers	500,000 SF or 1600 workers	500,000 SF or 1600 workers	500,000 SF or 1600 workers
(7) Hotels	Greater than 400 rooms	400 rooms	500 rooms	600 rooms	700 rooms
(8) Mixed Use	Gross square feet of 400,000 or more (with residential units calculated at either 1800 square feet per unit or, if applicable, the minimum square footage allowed by local development regulations); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein	400,000 gross square feet (with residential units calculated at 1800 square feet per unit, or the minimum allowed by the host local government)	500,000 gross square feet (with residential units calculated at 1500 square feet per unit, or the minimum allowed by the host local government)	600,000 gross square feet (with residential units calculated at 1000 square feet per unit, or the minimum allowed by the host local government)	700,000 gross square feet (with residential units calculated at 1000 square feet per unit, or the minimum allowed by the host local government)
(9) Airports	All new airports, runways and runway extensions	New airports and runway extensions of 500 ft. or more	New airports and runway extensions of 500 ft. or more	New airports and runway extensions of 500 ft. or more	New airports and runway extensions of 500 ft. or more

(10) Attractions & Recreational Facilities	Greater than 1,500 parking spaces or a seating capacity of more than 6,000	1,500, seating capacity of 6,000+	1,500, seating capacity of 6,000+	1,500, seating capacity of 6,000+	1,500, seating capacity of 6,000+
(11) Post-Secondary School	New school with a capacity of more than 2,400 students; or expansion by at least 25 percent of capacity	New school with 2,400 students or expansion of at least 25%	New school with 2,400 students or expansion of at least 25%	New school with 2,400 students or expansion of at least 25%	New school with 2,400 students or expansion of at least 25%
(12) Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more	New facility within 1 mile of public facility (airport, school, reservoir, river, etc.), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only
(13) Quarries, Asphalt & Cement Plants	New facility or expansion of existing facility by more than 50 percent	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only
(14) Wastewater Treatment Facilities	New major conventional treatment facility or expansion of existing facility by more than 50 percent; or community septic treatment facilities exceeding 150,000 gallons per day or serving a development project that meets or exceeds an applicable threshold as identified herein	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)
(15) Petroleum Storage Facilities	Storage greater than 50,000 barrels if within 1,000 feet of any water supply; otherwise, storage capacity greater than 200,000 barrels	50,000 barrels if within 1,000 ft. of water supply	50,000 barrels if within 1,000 ft. of water supply	50,000 barrels if within 1,000 ft. of water supply	50,000 barrels if within 1,000 ft. of water supply

of the proposed building(s) on the rezoning site, **whichever fee is greater.**

There is also a **deposit fee of $300.00** for sign(s), which will be refunded if the sign(s) are returned within **thirty (30)** days after the final decision by the Mayor and Council plus a non-refundable fee of $15.00 per sign issued by Mableton Community Development Staff.

Attachment L

REZONING FEE STRUCTURE

Acres/Square Footage	Single-Family Residential (R-80, R-40, R-30, R-20, R-15, CS)	Medium/High Density Residential (RD, RA-5, SC, RM-8, RSL, FST, RM-12, MHPS, MHP)	Commercial, Industrial, Office (LRO, NRC, LRC, OI, UVC, PVC, CRC, OMR, OS, PSC, TS, GC, LI, HI)
0 – 5 Acres	$ 500	$ 750	$1,000
5 – 10 Acres	$1,000	$1,500	$2,000
10 – 20 Acres	$1,500	$2,000	$2,500
20 – 100 Acres	$2,000	$2,500	$3,000
100 + Acres	$2,500 + $25 per acre	$3,000 + $25 per acre	$3,500 + $25 per acre
0 to 20,000 sq. ft.		$ 700	$ 900
20,001 to 50,000 sq. ft.		$1,200	$1,500
50,001 to 100,000 sq. ft.		$1,500	$1,800
100,001 to 500,000 sq. ft.		$2,000	$2,200
500, 001 + sq. ft.		$2,000 + $90 per 100,000 sq. ft	$2,200 + $ 115 per 100,000 sq. ft.

NOTE: The **maximum** fee for any rezoning application $10,000. Fees must be paid by credit card or Venmo.

(Effective September 11, 2001) Any single-family residential rezoning application being filed for the sole purpose of changing the zoning classification to reflect the existing lot sizes(s) and/or lot configuration, that proposes no increase in density or additional development activities, will be charged an application fee of $100.00 plus a refundable $300.00 sign bond plus a non-refundable fee of $15.00 per sign issued by Mableton Community Development Staff.

The fee for medium/high density residential, commercial, industrial, or office rezoning applications will be based on the total number of acres being rezoned or the total square footage

of the proposed building(s) on the rezoning site, **whichever fee is greater.**

There is also a **deposit fee of $300.00** for sign(s), which will be refunded if the sign(s) are returned within **thirty (30)** days after the final decision by the Mayor and Council plus a non-refundable fee of $15.00 per sign issued by Mableton Community Development Staff.

2024099638 Deed Book 16248 Page 4425
Filed and Recorded: 12/4/2024 10:42:00 AM
Real Estate Transer Tax: $100.00
Connie Taylor
Clerk of Superior Court
Cobb County, Georgia
ParticipantIDs: 6318948112

24-1366

Return Recorded Document to: Brittani Hawes
The Hawes Law Firm, LLC
425 Buford Highway
Suite 202
Suwanee, GA 30024

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF GWINNETT
PARCEL ID# 18038500350

FILE #: 24-1366

THIS INDENTURE made this 2 day of Dec, 2024, between **Luis Infante-Alatorre and Miriam Guadalupe Moncada Garcia** of the County of Cobb and State of Georgia, as party or parties of the first part, hereinunder called Grantor, and **Quinton Wiggles** as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires
or permits).

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

All that tract and parcel of land lying and being in Land Lot 413 and 385 in the 18th District and second section of Cobb County, Georgia, and being known as the Lots Number 17 of the R. K. Cochran and Cochran Estate Subdivision, as per plat made by Gordon Nalley, C. E., dated April 1939 and recorded in Plat Book 4, Page 50, in the Clerk of Superior Court's Office, Cobb County, Georgia and more particularly described as follows:
Beginning at a point on the North side of Old Austell Road and three hundred ninety (390) feet East of Pisgah Road and running North a distance of four hundred (400) feet; thence East three hundred twenty-four (324) feet; thence South four hundred twenty-seven (427) feet to the North side of Old Austell Road; thence West along the North side of Old Austell Road three hundred twenty-three (323) feet to the points of beginning, being improved property with a house thereon. Old Austell Road is now know as South Gordon Road.

FOR INFORMATIONAL PURPOSES ONLY:
PARCEL ID: 18038500350
PROPERTY ADDRESS: 640 S Gordon Rd
Mableton, GA 30126

Also Known By Street and Number: **640 S Gordon SW Road, Mableton, GA 30126**

This Deed is given subject to all easements and restrictions of record.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

Unofficial Document

24-1366

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

Signed, sealed and delivered in presence of:

Witness

Luis Infante-Alatorre (SEAL)

Notary Public

Miriam Guadalupe Moncada Garcia (SEAL)

KIERSTEN S MATHEWS
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
My Commission Expires
08-08-2021

Unofficial Copy

EXHIBIT "A"

All that tract and parcel of land lying and being in Land Lot 413 and 385 in the 18th District and second section of Cobb County, Georgia, and being known as the Lots Number 17 of the R. K. Cochran and Cochran Estate Subdivision, as per plat made by Gordon Nalley, C. E., dated April 1939 and recorded in Plat Book 4, Page 50, in the Clerk of Superior Court's Office, Cobb County, Georgia and more particularly described as follows:
Beginning at a point on the North side of Old Austell Road and three hundred ninety (390) feet East of Pisgah Road and running North a distance of four hundred (400) feet; thence East three hundred twenty-four (324) feet; thence South four hundred twenty-seven (427) feet to the North side of Old Austell Road; thence West along the North side of Old Austell Road three hundred twenty-three (323) feet to the points of beginning, being improved property with a house thereon. Old Austell Road is now know as South Gordon Road.

FOR INFORMATIONAL PURPOSES ONLY:
PARCEL ID: 18038500350
PROPERTY ADDRESS: 640 S Gordon Rd
Mableton, GA 30126

LMI
HGHG

Also Known By Street and Number: **640 S Gordon SW Road, Mableton, GA 30126**

SITE PLANS
for
640 SOUTH GORDON ROAD

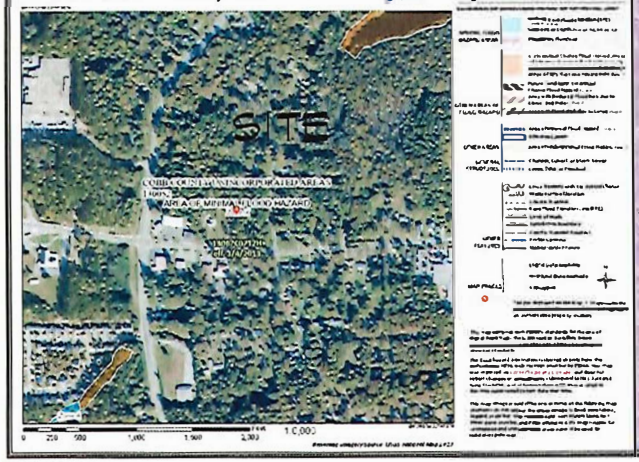
PARCEL NO.: 18038500350
LAND LOTS 385 & 413; 18TH LAND DISTRICT
COBB COUNTY, GEORGIA
CITY OF MABLETON:
24-HOUR CONTACT: QUINTON WIGGLES: (770) 899-3832

GEORGIA811 www.Georgia811.com
CALL BEFORE YOU DIG IT'S THE LAW

OWNER	BUILDER	ENGINEER
QUINTON WIGGLES 647 South Gordon Road, N.W. Suite A Mableton, Georgia 30126 (770) 899-3832 E-Mail: quint7500bellsouth.net	QUINTON WIGGLES 647 South Gordon Road, N.W. Suite A Mableton, Georgia 30126 (770) 899-3832 E-Mail: quint7500bellsouth.net	GILBERT E. QUINONES, P.E., P.L.S., CPM 1093 Hannaford Lane Johns Creek, Georgia 30097 (678) 778-5409 E-Mail: gilbertgeorgiatech@yahoo.com

COBB COUNTY FIRM PANEL 13067C0212H EFFECTIVE 3/4/2013

National Flood Hazard Layer FIRMette



VICINITY MAP



LIST OF DRAWINGS

DRAWING NUMBER	TITLE	ISSUE DATE	LAST REVISED DATE
24-063-SP-1	COVER SHEET	02-09-2025	
24-063-SP-2	EXISTING CONDITIONS	02-09-2025	
24-063-SP-3	SITE PLAN	02-09-2025	
24-063-SP-4	TREE PRESERVATION PLAN	02-09-2025	
24-063-SP-5	CONSTRUCTION DETAILS (1 OF 4)	02-09-2025	
24-063-SP-6	CONSTRUCTION DETAILS (2 OF 4)	02-09-2025	
24-063-SP-7	CONSTRUCTION DETAILS (3 OF 4)	02-09-2025	
24-063-SP-8	CONSTRUCTION DETAILS (4 OF 4)	02-09-2025	

DESIGN PROFESSIONAL CERTIFICATE

I certify under penalty of law that this plan was prepared after a site visit to the location(s) described herein by myself or my authorized agent, under my supervision.

Gilbert E. Quinones, Reg. No. 31781
Georgia Level II Certified Design Professional

SITE AREA : 41,895 SQ.FT.
LIMITS OF DISTURBANCE: 21,662 SQ.FT.
IMPERVIOUS AREA: 5,688.35 SQ FT.

RESIDENCE:	2,318.70 SQ.FT.
GARAGE:	307.20 SQ.FT.
FRONT PORCH:	176.00 SQ.FT.
BACK PORCH:	371.52 SQ.FT.
HEAT SITE:	47.95 SQ.FT.
DRIVEWAY:	1,901.09 SQ.FT.
WALK:	924.07 SQ.FT.

IMPERVIOUS COVERAGE: 13.57%

GSWCC
Gilbert E Quinones
Level II Certified Design Professional
Certification Number: 0000019138
Issued: 11/29/2024 Expires: 11/29/2027

GSWCC
Gilbert E Quinones
Level II Certified Design Professional
Certification Number: 0000019138
Issued: 11/29/2024 Expires: 11/29/2027

GEORGIA CERTIFIED PROFESSIONAL ENGINEER
LAND SURVEYOR
G.E.Q.
1193 Hannaford Lane
Johns Creek, Georgia 30097
(678) 778-5409
E-Mail: gilbertgeorgiatech@yahoo.com

COVER SHEET
640 SOUTH GORDON ROAD
MABLETON, GEORGIA 30126

QUINTON WIGGLES
647 South Gordon Road, N.W.
Suite A
Mableton, Georgia 30126
(770) 899-3832
E-Mail: quint7500bellsouth.net

REVISIONS

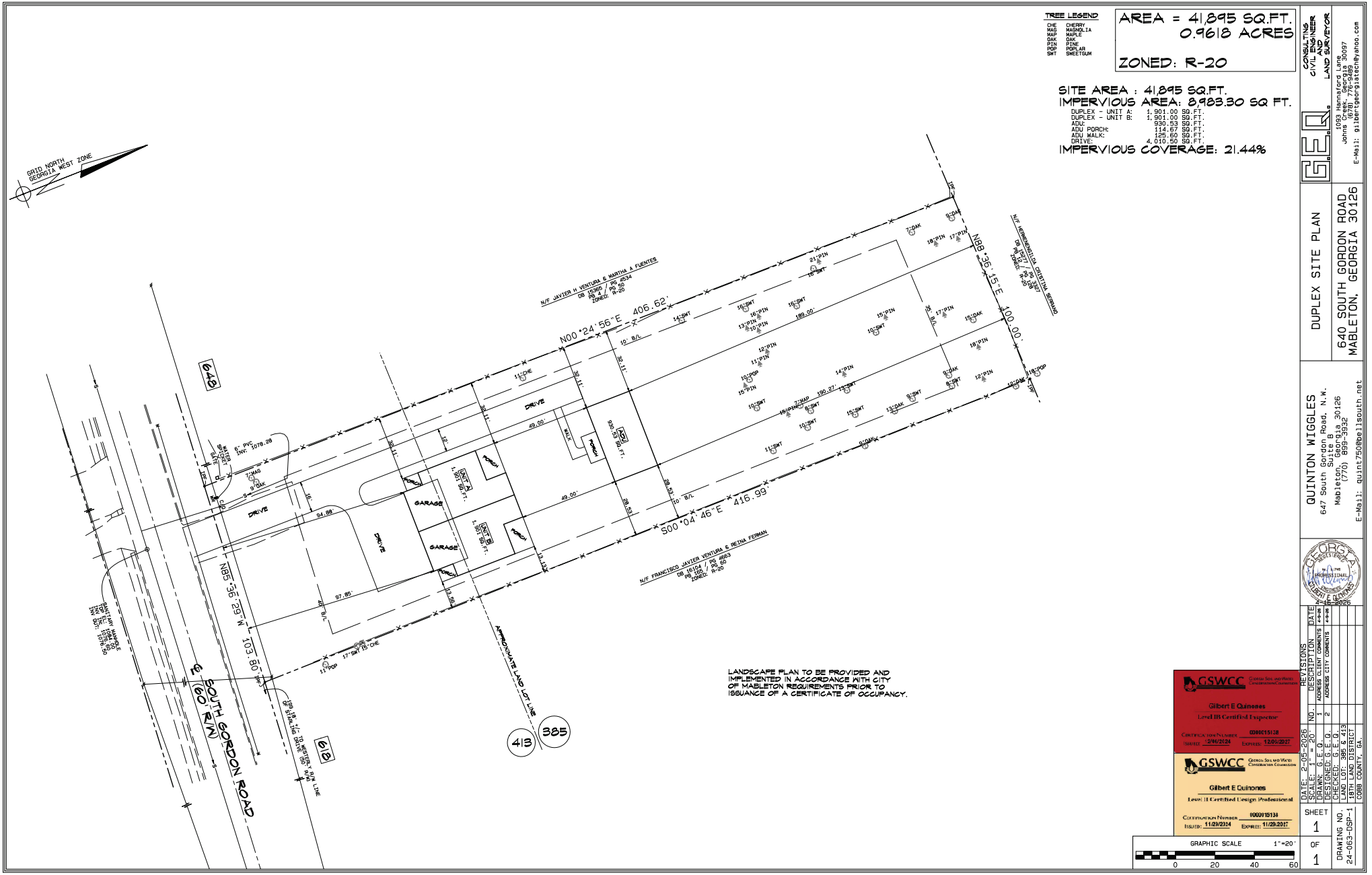
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DATE: 2-6-2025
SCALE: AS NOTED
DESIGNED: G.E.Q.
DRAWN: G.E.Q.
CHECKED: G.E.Q.
LAND LOT: 385 & 413
18TH LAND DISTRICT
COBB COUNTY, GA.

DRAWING NO.
24-063-SP-1

SHEET 1 OF 8

SOUTH GORDON ROAD
(60' R/W)
N85°36'29"W 103.60'
N00°24'56"E 406.62'
S00°04'46"E 416.99'
N88°36'15"E 100.00'
618
648
413
385
AREA = 41,895 SQ.FT.
0.9618 ACRES
ZONED: R-20
EXISTING TREES
GENERAL NOTES
GRAPHIC SCALE
0
20
40
60
1"=20'
QUINTON WIGGLES
647 South Gordon Road, N.W.
Suite B
Mableton, Georgia 30126
(770) 899-3932
E-Mail: quint750@bellsouth.net
EXISTING CONDITIONS
640 SOUTH GORDON ROAD
MABLETON, GEORGIA 30126
G.E.Q.
CONSULTING CIVIL ENGINEER AND LAND SURVEYOR
1893 Hazelford Lane
Johns Creek, Georgia 30097
(678) 776-9483
E-Mail: gilbertgeorgiatech@yahoo.com
DATE: 2-09-2025
SCALE: 1" = 20'
DRAWN: G.E.Q.
DESIGNED: G.E.Q.
CHECKED: G.E.Q.
LAND LOT: 385 & 413
18TH LAND DISTRICT
COBB COUNTY, GA.
REVISIONS
NO. DESCRIPTION DATE
DRAWING NO.
24-063-SP-2
SHEET
2
OF
8



CONSULTING CIVIL ENGINEER LAND SURVEYOR

1093 Hannaford Lane
Johns Creek, Georgia 30097
(678) 591-0080
E-Mail: gilbertgeorgiastech@yahoo.com

DUPLEX SITE PLAN

640 SOUTH GORDON ROAD
MABLETON, GEORGIA 30126

QUINTON WIGGLES
647 South Gordon Road, N.W.
Suite B
Mableton, Georgia 30126
(770) 899-3932
E-Mail: quint7508@bellsouth.net

GILBERT E QUINONES
PROFESSIONAL ENGINEER
4-25-2026

GSWCC Georgia Soil and Water Conservation Commission
Gilbert E Quinones
Level IB Certified Inspector
Certification Number: 0000015138
Issued: 12/06/2024 Expires: 12/05/2027

GSWCC Georgia Soil and Water Conservation Commission
Gilbert E Quinones
Level II Certified Design Professional
Certification Number: 0000015138
Issued: 11/29/2024 Expires: 11/29/2027

NO.	DESCRIPTION	DATE
1	ADDRESS CLIENT COMMENTS	4-8-26
2	ADDRESS CITY COMMENTS	4-8-26

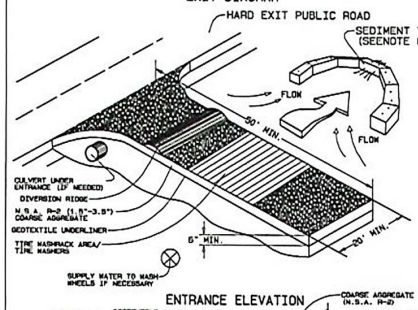
DATE: 2-05-2026
SCALE: 1"=20'
DRAWN: G.E.Q.
DESIGNED: G.E.Q.
CHECKED: G.E.Q.
LAND LOT: 385 & 413
18TH LAND DISTRICT
COBB COUNTY, GA.

SHEET 1 OF 1

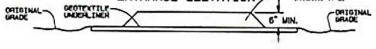
DRAWING NO.
24-063-DSP-1

CRUSHED STONE CONSTRUCTION EXIT

EXIT DIAGRAM



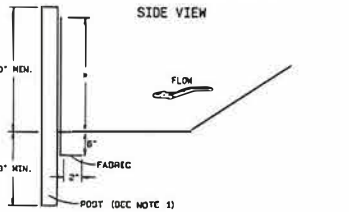
ENTRANCE ELEVATION



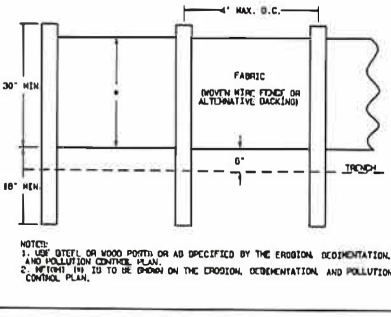
NOTES:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
9. WASHRACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHRACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

SILT FENCE - TYPE SENSITIVE

SIDE VIEW



FRONT VIEW



NOTES:
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
2. WIDTH (W) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

Table 8-27.4

Type Fence	A	B	C
Tensile Strength (Lbs.Min) (1) (ASTM D-4632)	Warp - 120 Fill - 100	Warp - 120 Fill - 100	Warp - 260 Fill - 180
Elongation (% Max) (ASTM D-4632)	40	40	40
AOS (Apparent Opening Size) (Max Sieve Size) (ASTM D-4751)	#30	#30	#30
Flow Rate (Gal/Min/Sq.Ft.) (GDT-87)	25	25	70
Ultraviolet Stability (2) (ASTM D-4632 after 500 Hours weathering in accordance with ASTM D-4355)	80	80	80
Bursting Strength (PSI Min) (ASTM D-3786 Diaphragm Bursting Strength Tester)	175	175	175
Minimum Fabric Width (Inches)	36	22	36

(1) Minimum roll average of five specimens.
(2) Percent of required initial minimum tensile strength.

Compost filter media used for sediment barrier filler material shall be weed free and derived from a well-decomposed source of organic matter. Filter Media Sock is classified as a type B, non-sensitive application. The compost shall be produced using an aerobic composting process meeting CFR 503 regulations including time and temperature data. The compost shall be free of any refuse, contaminants or other materials toxic to plant growth. Non-composted products will not be accepted without applicable water quality test results. Test methods for the items below should follow US Composting Council test Methods for the Examination of Composting and Compost guidelines for laboratory procedures:

A. PH: 6.0-8.0 in accordance with TMECC 04.11-A, Electrometric pH Determinations for Compost
B. Particle Size: 99% passing a 2 inch (50mm) sieve and a maximum of 40% passing a 3/8 inch (9.5mm) sieve, in accordance with TMECC 02.02-B, Sample Sieving for Aggregate Size Classification. (Note: in the field, product commonly is between ½ in./12.5mm and 2 in./50 mm in particle size.)
C. Moisture: Content of less than 60% in accordance with standardized test methods for moisture determination.
D. Material shall be relatively free (<1% by dry weight) of inert or foreign manmade materials.
E. Sock containment system for compost filter media shall be a photodegradable or biodegradable knitted mesh material and should have 1/8 in. to 3/8 in., openings.

Brush Barrier

(Only during timber clearing operations)
Brush obtained from clearing and grubbing operations may be piled in a row along the perimeter of disturbance at the time of clearing and grubbing. Brush barriers should not be used in developed areas or locations where aesthetics are a concern.
Brush should be windrowed on the contour as nearly as possible and may require compaction. Construction equipment may be utilized to satisfy this requirement.
The minimum base width of the brush barrier shall be 5 feet and should be no wider 10 feet. The height of the brush barrier should be between 3 and 5 feet tall.
A brush barrier is a good tool to use in developing pasture land in agricultural situation to prevent sediment from leaving the site until the pasture is stabilized.
If greater filtering capacity is required, a commercially available sediment barrier may be placed on the side of the brush barrier receiving the sediment-laden runoff. The lower edge of the fabric must be buried in a 6-inch deep trench immediately uphill from the barrier. The upper edge must be stapled, tied or otherwise fastened to the brush barrier. Edges of adjacent fabric pieces must overlap each other. See Figure 8-27.5.

Installation
Sediment barriers should be installed along the contour.
Temporary sediment barriers shall be installed according to the following specifications as shown on the plans or as directed by the design professional.
Sediment barriers are classified as sensitive, see Figures 8-27.1, 8-27.2, 8-27.3 and 8-27.4, respectively. It is important to remember that not all sediment barriers need to be trenched into the ground but most taller barriers do.
Post installation shall start at the center of a low point (if applicable) with the remaining posts spaced no greater than 8 feet apart for Type NS sediment barriers and no greater than 4 feet apart for Type S sediment barriers. For post size requirements, see Table 8-27.2. Fasteners for wood posts are listed in Table 8-27.3.

Table 8-27.2 Post Size

Type	Min Length	Type of Post	Size of Post
NS	4'	Soft Wood	3"dia or 2x4
		Oak	1" x 1.5"
S	4'	Steel	1.33lb/ft min
		Steel	1.0lb-1.25 lb/ft min
		Oak	2" x 2"

Table 8-27.3 Fasteners for Wood Posts

	Gauge	Crown	Legs	Staples / Post
Wire Staples	17" min	3/4" wide	1/2"long	5min
	Gauge	Length	Button Heads	Nail / Post
Nails	14 min	1"	3/4"	4 Min

Note: Filter Fabric may also be attached to the post by wire, cords, and plastic ties.

Static Slicing Method
The static slicing machine pulls a narrow blade through the ground to create a slit 12" deep, and simultaneously inserts the silt fence fabric into this slit behind the blade. The blade is designed to slightly displace soil upward to the slit and to minimize horizontal compaction, thereby creating an optimal condition for compacting the soil vertically on both sides of the fabric. Compaction is then achieved by rolling along both sides of the slit in the ground. Compaction is achieved nearly the same or greater compaction as the original undisturbed soil. This vertical compaction minimizes the amount of soil particles, which minimizes sediment loss. Soil compaction also minimizes water that saturates the soil, and water may find a pathway under the fence, when a silt fence is installed by backfilling behind the slicing blade and sediment loss may occur. Silt fence posts shall are driven 18 inches into the soil. Driving in the posts and attaching the fabric to them completes the installation.

Trenching Method
Trenching machines have been used for over twenty-five years to dig a trench for burying part of the filter fabric underground. Usually the trench is about 2"-6" wide with a 6" excavation. Post setting and fabric installation often precedes compaction, which makes effective compaction more difficult to achieve. EPA supported an independent technology evaluation (ASCE 2001) which compared three progressively better variations of the trenching method with static slicing method. The static slicing method performed better than two lower performance levels of the trenching method, and was as good as or better than the trenching method a highest performance level. The best trenching method typically required nearly triple the time and effort to achieve results comparable to the static slicing method.
Along all state waters and other sensitive areas, two rows of Type S sediment barriers shall be used. The two rows of Type S should be placed a minimum of 36 inches apart.

MAINTENANCE
Sediment shall be removed once it has accumulated to one-half of the original height of the barrier. Sediment barriers shall be replaced whenever they have deteriorated to such an extent that the effectiveness of the product is reduced (approximately six months) or the height of the product is not maintaining 50% of its properly installed height.
Temporary sediment barriers shall remain in place until disturbed areas have been permanently stabilized. All sediment accumulated at the barrier shall be removed and properly disposed of before the barrier is removed.

TO BE ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN
When a SEDIMENT BARRIER is used, show the product height in inches for each barrier being used on site.

REFERENCES:
ASCE 2001. Environmental Technology Verification Report for Installation of Silt Fence Using the Tommy Static Slicing Method, CERF Report #40580. Washington, DC: American Society of Civil Engineers.
www.epa.gov/etv/pubs/08_vs_tommy.pdf

ASTM 2003. Standard Practice for Silt Fence Installation. D 6462-03(2008). West Conshohocken, PA: American Society of Testing Materials International.
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Carpenter, Thomas 2000. Silt Fence That Works. Ankey, Iowa: Thomas Carpenter.
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Fifield, Jerald S. 2011. Designing and Reviewing Effective Sediment and Erosion Control Plans, 3rd Edition. Santa Barbara, CA: Forester Press.

U.S. Environmental Protection Agency 2007. Developing Your Stormwater Pollution Prevention Plan, EPA 833-R-06-004. Washington: EPA.
Available from EPA hardcopy 800-490-9198 or www.epa.gov/nodes/pubs/sw_swppp_guide.pdf

Co CONSTRUCTION EXIT

DEFINITION
A stone stabilized pad located at any point where traffic will be leaving a construction site to a public right-of-way, street, alley, sidewalk or parking area or any other area where there is a transition from bare soil to a paved area.

PURPOSE
To reduce or eliminate the transport of mud from the construction area onto public rights-of-way by motor vehicles or by runoff.

CONDITIONS
This practice is applied at appropriate points of construction egress. Geotextile underliners are required to stabilize and support the pad aggregates.

DESIGN CRITERIA
Formal design is not required. The following standards shall be used:
Aggregate Size
Stone will be in accordance with National Stone Association R-2 (1.5 to 3.5 inch stone).
Pad Thickness
The gravel pad shall have a minimum thickness of 6 inches.
Pad Width
At a minimum, the width should equal full width of all points of vehicular egress, but not less than 20 feet wide.
Pad Length
The gravel pad shall have a minimum length of 50 feet. When the construction is less than 50 from the paved access, the length shall be from the edge of existing pavement to the permitted building being constructed.
Washing
If the action of the vehicle traveling over the gravel pad does not sufficiently remove the mud, the tires should be washed prior to entrance onto public rights-of-way. When washing is required, it shall be done on an area stabilized with crushed stone and provisions that intercept the sediment-laden runoff and direct it into an approved sediment trap or sediment basin.
Location
The exit shall be located or protected to prevent sediment from leaving the site.

CONSTRUCTION SPECIFICATIONS
It is recommended that the egress area be excavated to a depth of 3 inches and be cleared of all vegetation and roots.

Diversion Ridge
On sites where the grade toward the paved area is greater than 2%, a diversion ridge 6 to 8 inches high with 3:1 side slopes shall be constructed across the foundation approximately 15 feet above the road.

Geotextile
The geotextile underliner must be placed the full length and width of the entrance. Geotextile selection shall be based on AASHTO M288-06 specification:
1. For subgrades with a CBR greater than or equal to 3 or shear strength greater than 90 kPa, geotextile must meet requirements of section AASHTO M288-06 Section 7.3 Separation Requirements.
2. For subgrades with a CBR between 1 and 3 or shear strength between 30 and 90 kPa, geotextile must meet requirements of section AASHTO M288-06 Section 8, Geotextile Property Requirements for Subsurface Drainage, Separation, Stabilization, and Permanent Erosion Control (Geotextile Property Requirements)..

MAINTENANCE
The exit shall be maintained in a condition that will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 1.5-3.5 inch stone, as conditions demand, and repair and/or cleanout of any structures to trap sediment. All materials spilled, dropped, washed, or tracked from vehicles or site onto roadways or into storm drains must be removed immediately.

Sdl SEDIMENT BARRIER

DEFINITION
Sediment Barriers are temporary structures made up of a porous material typically supported by steel or wood posts. Types of sediment barriers may include silt fence, brush piles, mulch berms, compost filter socks or other filtering materials.

PURPOSE
To minimize and prevent sediment carried by sheet flow from leaving the site and entering natural drainage ways or storm drainage systems by slowing storm water runoff and causing the deposition and/or filtration of sediment at the structure. The barriers retain the soil on the disturbed land until the activities disturbing the land are completed and vegetation is established.

CONDITIONS
Barriers should be installed where runoff can be stored behind the barrier without damaging the submerged area behind the barrier or the structure itself. Sediment barriers shall not be installed across streams, ditches, waterways, or other concentrated flow areas.

DESIGN CRITERIA
Sediment barriers are designed to retain sediment transported by sheet flow from disturbed areas. It is important for the design professional to take into account the profile of the product for the site application.
Sediment Barriers should also provide a riprap splash pad or other outlet protection device for any point where flow may overtop the sediment barrier. Ensure that the maximum height of the barrier at a protected, reinforced outlet does not exceed 1 foot and that the support spacing does not exceed 4 feet.
Where all runoff is to be stored behind the sediment barrier (where no storm water disposal system is present), maximum continuous slope length behind a sediment barrier shall not exceed those shown in Table 8-27.1. For longer slope lengths, slope interrupters must be used. The drainage area shall not exceed ¼ acre for every 100 feet of sediment barrier.

Table 8-27.1 Criteria for Sediment Barrier

Land Slope	Maximum Slope Length Above Fence
Percent	Feet
< 2	100
2 to 5	75
5 to 10	50
10 to 20	25
>20	15

In areas where the slope is greater than 20%, a flat area length of 10 feet between the toe of slope to the barrier should be provided.

Placement
The type of sediment barrier depends on whether the area is sensitive or nonsensitive. Sensitive areas can be defined as any area that needs additional protection, these areas include but are not limited to, state waters, wetlands, or any area the design professional designates as sensitive.
When using multiple types of sediment barriers on a site in a single run, the barriers must be overlapped 18 inches or as specified by design professional. See Figure 8-27.0

CONSTRUCTION SPECIFICATIONS

Non-sensitive Areas s

Sediment barriers being used as Type NS shall have a support spacing of no greater than 8 feet on center, with each being driven into the ground a minimum of 18 inches.

Sensitive Areas

Sediment barriers being used as Type S shall have a support spacing of no greater than 4 feet on center, with each being driven into the ground a minimum of 18 inches.
As of January 1 2015, in the existing Georgia Department of Transportation Qualified Products list #36 (QPL- 36), Type A, B, or C will fall under sensitive and non-sensitive applications. Type C will be classified as sensitive and Type A and B as non-sensitive. Refer to "Appendix A-2 and the Equivalent BMP List.

PRACTICE CLASSIFICATIONS
For silt fence Type A, B, or C, refer to Table 8-27.4.

Type A Silt Fence
This 36-inch wide filter fabric shall be used on developments where the life of the project is greater than or equal to six months. Type A is classified as non-sensitive application.
Type B Silt Fence
Though only 22-inches wide, this filter fabric allows the same flow rate as Type A silt fence.

Type B silt fence shall be limited to use on minor projects, such as residential home sites or small commercial developments where permanent stabilization will be achieved in less than six months. Type B is classified as non-sensitive application.

Type C Silt Fence
Type C fence is 36-inches wide with wire reinforcement or equivalent. The wire reinforcement is necessary because this fabric allows almost three times the flow rate as Type A silt fence. Type C silt fence shall be used where runoff flows or velocities are particularly high or where slopes exceed a vertical height of 10 feet. Type C is classified as sensitive application.
Filter Media Sock Specifications

Du DUST CONTROL ON DISTURBED AREAS

DEFINITION
Controlling surface and air movement of dust on construction sites, roads, and demolition sites.

PURPOSE
To prevent surface and air movement of dust from exposed soil surfaces.
To reduce the presence of airborne substances that may be harmful or injurious to human health, welfare, or safety, or to animals or plant life.

CONDITIONS
This practice is applicable to areas subject to surface and air movement of dust where on and off-site damage may occur without treatment.

METHODS AND MATERIALS
A. Temporary Methods
Mulches. See standard Dsl - Disturbed Area Stabilization (With Mulching Only).
Synthetic resins may be used instead of asphalt to bind mulch material. Refer to Specification Tac - Tackifiers. Resins should be used according to manufacturer's recommendations.
Vegetative Cover. See specification Ds2 - Disturbed Area Stabilization (With Temporary Seeding).
Spray-on Adhesives. These are used on mineral soils (not effective on muck soils) where traffic will not disturb areas. Refer to specification Tac - Tackifiers.
Tillage. Any practice specifically designed to roughen and bring clods to the surface. It is an emergency measure that should be used before wind erosion starts. Begin plowing on windward side of site. Chisel-type plows spaced about 12 inches apart, spring-toothed harrows, and similar plows are examples of equipment that may produce the roughness needed.
Irrigation. This is generally done only as an emergency treatment. Site is sprinkled with water until the surface is wet enough to check soil blowing. Sprinkling may need to be repeated at frequent intervals.
Barriers. Solid board fences, snowfences, burlap fences, crate fences, bales of hay and similar material can be used to control air currents or soil blowing. Barriers placed at right angles to prevailing wind at intervals of about 10 times their height are effective in controlling wind erosion.
Calcium Chloride. Apply at rate that will keep surface moist. May need retreatment.
B. Permanent Methods
Permanent Vegetation. See specification Ds3 - Disturbed Area Stabilization (With Permanent Vegetation). Existing trees and large shrubs may afford valuable protection if left in place.
Topsoiling. This entails covering the surface with less erosive soil material. See specification To - Topsoiling.
Stone. Cover surfaces with crushed stone or coarse gravel. See specification Cr - Construction Road Stabilization.

Dsl DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)

DEFINITION
Applying plant residues or other suitable materials, produced on the site if possible, to the soil surface.

PURPOSE
To reduce runoff and erosion.
To conserve soil moisture.
To prevent surface compaction and crusting.
To control undesirable vegetation.
To modify soil temperature.
To increase biological activity in the soil.

REQUIREMENT FOR REGULATORY COMPLIANCE
Mulch or temporary grassing shall be applied to all exposed areas within 14 days of disturbance. Mulch can be used as a singular erosion control device for up to six months, but it shall be applied at the appropriate depth, depending on the material used, accordingly and have a continuous 90% cover or greater of the soil surface. Maintenance shall be required to maintain appropriate depth and 90% cover. Temporary vegetation may be employed instead of mulch if the area will remain undisturbed for less than six months. If any area will remain undisturbed for greater than six months, then permanent vegetative techniques shall be employed. Refer to Ds2 - Disturbed Area Stabilization (With Temporary Seeding), Ds3 - Disturbed Area Stabilization (With permanent Seeding), and Ds4 - Disturbed Area Stabilization (With Sodding).

SPECIFICATIONS
Mulching Without Seeding
This standard applies to graded or cleared areas where seedings may not have a suitable growing season to produce an erosion retardant cover, but can be stabilized with a mulch cover.
Site Preparation
1. Grade to permit the use of equipment for applying and anchoring mulch.
2. Install needed erosion control measures as required such as dikes, diversions, berms, terraces and sediment barriers.
3. Loosen compact soil to a minimum depth of 3 inches.
Mulching Materials
Select one of the following materials and apply at the depth indicated:
1. Dry straw or hay shall be applied at a depth of 2 to 4 inches providing complete surface coverage. One advantage of this material is ease application.
2. Wood waste (chips, sawdust or bark) shall be applied at a depth of 2 to 3 inches. Organic materials from the clearing stage of construction can often be found on site, be chipped, and applied as mulch. This method of mulching can greatly reduce erosion control costs.
3. Polyethylene film shall be secured over banks or stockpiled soil material for temporary protection. This material can be salvaged and reused.
Applying Mulch
When mulch is used without seeding, mulch shall be applied to provide full coverage of the exposed area.
1. Dry straw or hay, sawdust and wood chips shall be applied uniformly by hand or by mechanical equipment.
2. If the area will eventually be covered with perennial vegetation, 20 to 30 pounds of nitrogen per acres in addition to the normal amount shall be applied to compensate for the higher rate of decomposition of the organic mulches.
3. Apply polyethylene film on exposed areas.
Anchoring Mulch
1. Straw or hay mulch can be pressed into the soil with a disk harrow with the disk set nearly straight or a special "crimper" may be used. Mulch may be secured with 8 inch to 10 inch or more in diameter and 8 to 12 inches apart. The edges of the areas should be tall enough not to run the mulch but to press it into the soil leaving mulch in an erect position. Straw or hay mulch shall be anchored immediately after application. Straw or hay mulch may be secured by liquid-applied asphalt, emulsified asphalt, netting, tackifiers, binders and hydraulic mulch with tackifier specifically designed for anchoring. Netting may be substituted for liquid-applied asphalt. Plastic netting or nonlocking netting may be substituted for netting with mesh no larger than one inch by one inch. Netting shall be anchored according to manufacturer's specifications.
2. Netting of the appropriate size shall be used to anchor wood waste. Openings of the netting shall not be larger than the average size of the wood waste chips.
3. Polyethylene film shall be anchor trenched at the top as well as incrementally as necessary.



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1093 Haywood Lane
Johns Creek, GEORGIA 30097
(678) 775-3383
E-Mail: gilbert@gsecengineers.com

CONSTRUCTION DETAILS (1 OF 4)

640 SOUTH GORDON ROAD
MABLETON, GEORGIA 30126

NO.	DESCRIPTION	DATE
	REVISIONS	

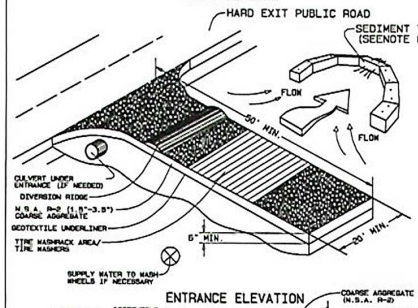
DATE 2-04-2025
DRAWN G.E.Q.
DESIGNED G.E.Q.
CHECKED G.E.Q.
LAND LOT 355
DISTRICT 17th
COBB COUNTY, GA.

SHEET 5 OF 8

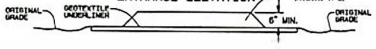
DRAWING NO. 24-663-SP-5

CRUSHED STONE CONSTRUCTION EXIT

EXIT DIAGRAM



ENTRANCE ELEVATION



NOTES:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
9. WASHRACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHRACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

(Co) CONSTRUCTION EXIT

DEFINITION
A stone stabilized pad located at any point where traffic will be leaving a construction site to a public right-of-way, street, alley, sidewalk or parking area or any other area where there is a transition from bare soil to a paved area.

PURPOSE
To reduce or eliminate the transport of mud from the construction area onto public rights-of-way by motor vehicles or by runoff.

CONDITIONS
This practice is applied at appropriate points of construction egress. Geotextile underliners are required to stabilize and support the pad aggregates.

DESIGN CRITERIA
Formal design is not required. The following standards shall be used:
Aggregate Size
Stone will be in accordance with National Stone Association R-2 (1.5 to 3.5 inch stone).
Pad Thickness
The gravel pad shall have a minimum thickness of 6 inches.
Pad Width
At a minimum, the width should equal full width of all points of vehicular egress, but not less than 20 feet wide.
Pad Length
The gravel pad shall have a minimum length of 50 feet. When the construction is less than 50 from the paved access, the length shall be from the edge of existing pavement to the permitted building being constructed.
Washing
If the action of the vehicle traveling over the gravel pad does not sufficiently remove the mud, the tires should be washed prior to entrance onto public rights-of-way. When washing is required, it shall be done on an area stabilized with crushed stone and provisions that intercept the sediment-laden runoff and direct it into an approved sediment trap or sediment basin.
Location
The exit shall be located or protected to prevent sediment from leaving the site.

CONSTRUCTION SPECIFICATIONS
It is recommended that the egress area be excavated to a depth of 3 inches and be cleared of all vegetation and roots.

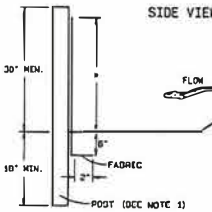
Diversion Ridge
On sites where the grade toward the paved area is greater than 2%, a diversion ridge 6 to 8 inches high with 3:1 side slopes shall be constructed across the foundation approximately 15 feet above the road.

Geotextile
The geotextile underliner must be placed the full length and width of the entrance. Geotextile selection shall be based on AASHTO M288-06 specification:
1. For subgrades with a CBR greater than or equal to 3 or shear strength greater than 90 kPa, geotextile must meet requirements of section AASHTO M288-06 Section 7.3 Separation Requirements.
2. For subgrades with a CBR between 1 and 3 or shear strength between 30 and 90 kPa, geotextile must meet requirements of section AASHTO M288-06 Section 8, Geotextile Property Requirements for Subsurface Drainage, Separation, Stabilization, and Permanent Erosion Control (Geotextile Property Requirements)..

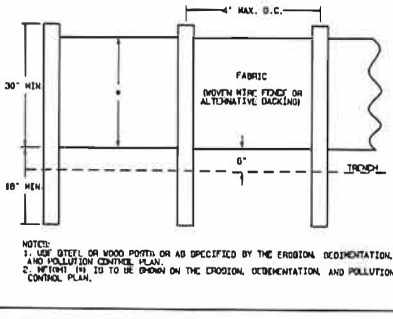
MAINTENANCE
The exit shall be maintained in a condition that will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 1.5-3.5 inch stone, as conditions demand, and repair and/or cleanout of any structures to trap sediment. All materials spilled, dropped, washed, or tracked from vehicles or site onto roadways or into storm drains must be removed immediately.

SILT FENCE - TYPE SENSITIVE

SIDE VIEW



FRONT VIEW



NOTES:
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
2. WIDTH (W) TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

(Sdl) SEDIMENT BARRIER

DEFINITION
Sediment Barriers are temporary structures made up of a porous material typically supported by steel or wood posts. Types of sediment barriers may include silt fence, brush piles, mulch berms, compost filter socks or other filtering materials.

PURPOSE
To minimize and prevent sediment carried by sheet flow from leaving the site and entering natural drainage ways or storm drainage systems by slowing storm water runoff and causing the deposition and/or filtration of sediment at the structure. The barriers retain the soil on the disturbed land until the activities disturbing the land are completed and vegetation is established.

CONDITIONS
Barriers should be installed where runoff can be stored behind the barrier without damaging the submerged area behind the barrier or the structure itself. Sediment barriers shall not be installed across streams, ditches, waterways, or other concentrated flow areas.

DESIGN CRITERIA
Sediment barriers are designed to retain sediment transported by sheet flow from disturbed areas. It is important for the design professional to take into account the profile of the product for the intended site.
Sediment Barriers should also provide a riprap splash pad or other outlet protection device for any point where flow may overtop the sediment barrier. Ensure that the maximum height of the barrier at a protected, reinforced outlet does not exceed 1 foot and that the support spacing does not exceed 4 feet.
Where all runoff is to be stored behind the sediment barrier (where no storm water disposal system is present), maximum continuous slope length behind a sediment barrier shall not exceed those shown in Table 6-07.1. For longer slope lengths, slope interrupters must be used. The drainage area shall not exceed ¼ acre for every 100 feet of sediment barrier.

Table 6-27.1 Criteria for Sediment Barrier

Land Slope	Maximum Slope Length Above Fence
Percent	Feet
< 2	100
2 to 5	75
5 to 10	50
10 to 20	25
>20=	15

In areas where the slope is greater than 20%, a flat area length of 10 feet between the toe of slope to the barrier should be provided.

Placement
The type of sediment barrier depends on whether the area is sensitive or nonsensitive. Sensitive areas can be defined as any area that needs additional protection, these areas include but are not limited to, state waters, wetlands, or any area the design professional designates as sensitive.
When using multiple types of sediment barriers on a site in a single run, the barriers must be overlapped 10 inches or as specified by design professional. See Figure 6-27.0

CONSTRUCTION SPECIFICATIONS

Non-sensitive Areas =

Sediment barriers being used as Type NS shall have a support spacing of no greater than 8 feet on center, with each being driven into the ground a minimum of 18 inches.

Sensitive Areas

Sediment barriers being used as Type S shall have a support spacing of no greater than 4 feet on center, with each being driven into the ground a minimum of 18 inches.
As of January 1 2015, in the existing Georgia Department of Transportation Qualified Products list #36 (QPL- 36), Type A, S, or C will fall under sensitive and non-sensitive applications. Type C will be classified as sensitive and Type A and B as non-sensitive. Refer to "Appendix A-2 and the Equivalent BMP List.

PRACTICE CLASSIFICATIONS
For silt fence Type A, S, or C, refer to Table 6-27.4.

Type A Silt Fence
This 36-inch wide filter fabric shall be used on developments where the life of the project is greater than or equal to six months. Type A is classified as non-sensitive application.
Type B Silt Fence
Though only 22-inches wide, this filter fabric allows the same flow rate as Type A silt fence.

Type B silt fence shall be limited to use on minor projects, such as residential home sites or small commercial developments where permanent stabilization will be achieved in less than six months. Type B is classified as non-sensitive application.

Type C Silt Fence
Type C fence is 36-inches wide with wire reinforcement or equivalent. The wire reinforcement is necessary because this fabric allows almost three times the flow rate as Type A silt fence. Type C silt fence shall be used where runoff flows or velocities are particularly high or where slopes exceed a vertical height of 10 feet. Type C is classified as sensitive application.
Filter Media Sock Specifications

Table 6-27.4

Type Fence	A	B	C
Tensile Strength (Lbs.Min) (1) (ASTM D-4632)	Warp - 120 Fill - 100	Warp - 120 Fill - 100	Warp - 260 Fill - 180
Elongation (% Max) (ASTM D-4632)	40	40	40
AOS (Apparent Opening Size) (Max Sieve Size) (ASTM D-4751)	#30	#30	#30
Flow Rate (Gal/Min/Sq.Ft.) (GDT-87)	25	25	70
Ultraviolet Stability (2) (ASTM D-4632 after 500 Hours weathering in accordance with ASTM D-4355)	80	80	80
Bursting Strength (PSI Min) (ASTM D-3786 Diaphragm Bursting Strength Tester)	175	175	175
Minimum Fabric Width (Inches)	36	22	36

(1) Minimum roll average of five specimens
(2) Percent of required initial minimum tensile strength.

Compost filter media used for sediment barrier filter material shall be weed free and derived from a well-decomposed source of organic matter. Filter Media Sock is classified as a type B, non-sensitive application. The compost shall be produced using an aerobic composting process meeting CFR 503 regulations including time and temperature data. The compost shall be free of any refuse, contaminants or other materials toxic to plant growth. Non-composted products will not be accepted without applicable water quality test results. Test methods for the items below should follow US Composting Council test Methods for the Examination of Composting and Compost guidelines for laboratory procedures:
A. PH: 6.0-8.0 in accordance with TMECC 04.11-A, Electrometric pH Determinations for Compost
B. Particle size: 99% passing a 2 inch (50mm) sieve and a maximum of 40% passing a 3/8 inche (9.5mm) sieve in accordance with TMECC 02.02-B, Sample Sieving for Aggregate Size Classification. (Note: In the field, product commonly is between ¾ in./12.5mm and 2 in./50 mm in particle size.)
C. Moisture content of less than 60% in accordance with standardized test methods for moisture determination.
D. Material shall be relatively free (<1% by dry weight) of inert or foreign manmade materials.
E. Sock containment system for compost filter media shall be a photodegradable or biodegradable knitted mesh material and should have 1/8 in. to 3/8 in., openings.

Brush Barrier

(Only during timber clearing operations)
Brush obtained from clearing and grubbing operations may be piled in a row along the perimeter of disturbance at the time of clearing and grubbing. Brush barriers should not be used in developed areas or locations where aesthetics are a concern.
Brush should be windrowed on the contour as nearly as possible and may require compaction. Construction equipment may be utilized to satisfy this requirement.
The minimum base width of the brush barrier shall be 5 feet and should be no wider 10 feet. The height of the brush barrier should be between 3 and 5 feet tall.
A brush barrier is a good tool to use in developing pasture land on agricultural situation to prevent sediment from leaving the site until the pasture is stabilized.
If greater filtering capacity is required, a commercially available sediment barrier may be placed on the side of the brush barrier receiving the sediment-laden runoff. The lower edge of the fabric must be buried in a 6-inch deep trench immediately uphill from the barrier. The upper edge must be stapled, tied or otherwise fastened to the brush barrier. Edges of adjacent fabric pieces must overlap each other. See Figure 6-27.5.

Installation
Sediment barriers should be installed along the contour.
Temporary sediment barriers shall be installed according to the following specifications as shown on the plans or as directed by the design professional.
Sediment barriers are installed in a variety of ways. See Figures 6-27.1, 6-27.2, 6-27.3 and 6-27.4, respectively. It is important to remember that not all sediment barriers need to be trenched into the ground but most taller barriers do.
Post installation shall start at the center of a low point (if applicable) with the remaining posts spaced no greater than 8 feet apart for Type NS sediment barriers and no greater than 4 feet apart for Type S sediment barriers. For post size requirements, see Table 6-27.2. Fasteners for wood posts are listed in Table 6-27.3.

Table 6-27.2 Post Size

Type	Min Length	Type of Post	Size of Post
NS	4'	Soft Wood	3"dia or 2x4
		Oak	1" x 1.5"
S	4'	Steel	1.33lb/ft min
		Steel	1.10=1.25 lb/ft min
		Oak	2" x 2"

Table 6-27.3 Fasteners for Wood Posts

	Gauge	Crown	Legs	Staples / Post
Wire Staples	17" min	3/4" wide	1/2"long	5min
	Gauge	Length	Button Heads	Nail / Post
Nails	14 min	1"	3/4"	4 Min

Note: Filter Fabric may also be attached to the post by wire, cords, and plastic ties.

Static Slicing Method
The static slicing machine pulls a narrow blade through the ground to create a slit 12" deep, and simultaneously inserts the silt fence fabric into this slit behind the blade. The blade is designed to cut a slit 1-2 spaces wide, open to the slit and to minimize horizontal compaction, thereby creating an optimal condition for compacting the soil vertically on both sides of the fabric. Compaction is achieved by rolling a tire directly along both sides of the slit in the ground. Compaction is achieved nearly the same or greater compaction as the original undisturbed soil. This vertical compaction is critical to sediment barrier performance, which minimizes sediment bypass. Additionally, this slit installation can saturate the soil, and water may find a pathway under the fence, when a silt fence is installed by backing several tons of accumulated sediment. Typically, two additional steps shall are driven 18 inches into the soil. Driving in the posts and attaching the fabric to them completes the installation.

Trenching Method
Trenching machines have been used for over twenty-five years to dig a trench for burying part of the filter fabric underground. Usually the trench is about 2"-6" wide with a 6" excavation. Post setting and fabric installation often precedes compaction, which makes effective compaction more difficult to achieve. EPA supported an independent technology evaluation (ASCE 2001) which compared three progressively better variations of the trenching method with static slicing method. The static slicing method performed better than two lower performance levels of the trenching method, and was as good as or better than the trenching method a highest performance level. The best trenching method typically required nearly triple the time and effort to achieve results comparable to the static slicing method.
Along all state waters and other sensitive areas, two rows of Type S sediment barriers shall be used. The two rows of Type S should be placed a minimum of 36 inches apart.

MAINTENANCE
Sediment shall be removed once it has accumulated to one-half the original height or the barrier. Sediment barriers shall be replaced whenever they have deteriorated to such an extent that the effectiveness of the product is reduced (approximately six months) or the height of the product is not maintaining 50% of its properly installed height.
Temporary sediment barriers shall remain in place until disturbed areas have been permanently stabilized. All sediment accumulated at the barrier shall be removed and properly disposed of before the barrier is removed.

TO BE ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN
When a SEDIMENT BARRIER is used, show the product height in inches for each barrier being used on site.

REFERENCES:
ASCE 2001. Environmental Technology Verification Report for Installation of Silt Fence Using the Tommy Static Slicing Method, CERF Report #40580. Washington, DC: American Society of Civil Engineers.
www.epa.gov/etv/pubs/00_vs_tommy.pdf

ASTM 2003. Standard Practice for Silt Fence Installation. D 6462-03(2008). West Conshohocken, PA: American Society of Testing Materials International.
www.astm.org/SEARCH/search-results.html?query=D6462-03&siteType=store-standards&searchType=standards-full

Carpenter, Thomas 2000. Silt Fence That Works. Ankey, Iowa: Thomas Carpenter.
www.tommy-sfm.com/pages/resources/ Silt%20Fences%20That%20Works%20Manual.pdf

Fifield, Jerald S. 2011. Designing and Reviewing Effective Sediment and Erosion Control Plans, 3rd Edition. Santa Barbara, CA: Forester Press.

U.S. Environmental Protection Agency 2007. Developing Your Stormwater Pollution Prevention Plan, EPA 833-R-06-004. Washington: EPA.
Available from EPA hardcopy 800-490-9198 or www.epa.gov/nodes/pubs/sw_swppp_guide.pdf

(Du) DUST CONTROL ON DISTURBED AREAS

DEFINITION
Controlling surface and air movement of dust on construction sites, roads, and demolition sites.

PURPOSE
To prevent surface and air movement of dust from exposed soil surfaces.
To reduce the presence of airborne substances that may be harmful or injurious to human health, welfare, or safety, or to animals or plant life.

CONDITIONS
This practice is applicable to areas subject to surface and air movement of dust where on and off-site damage may occur without treatment.

METHODS AND MATERIALS
A. Temporary Methods
Mulches. See standard Dsl - Disturbed Area Stabilization (With Mulching Only).
Synthetic resins may be used instead of asphalt to bind mulch material. Refer to Specification Tac - Tackifiers. Resins should be used according to manufacturer's recommendations.
Vegetative Cover. See specification Ds2 - Disturbed Area Stabilization (With Temporary Seeding).
Spray-on Adhesives. These are used on mineral soils (not effective on muck soils) where traffic will not disturb areas. Refer to specification Tac - Tackifiers.
Tillage. Tillage practices is designed to roughen and bring clods to the surface. It is an emergency measure that should be used before wind erosion starts. Begin plowing on windward side of site. Chisel-type plows spaced about 12 inches apart, spring-toothed harrows, and similar plows are examples of equipment that may produce the roughness needed.
Irrigation. This is generally done on a temporary treatment. Site is sprinkled with water until the surface is wet enough to create fences.
Barriers. Solid board fences, snowfences, burlap fences, straw bales of hay and similar material can be used to control air currents or soil blowing. Barriers placed at right angles to prevailing wind at intervals of about 15 times their height are effective in controlling wind erosion.
Calcium Chloride. Apply at rate that will keep surface moist. May need retreatment.
B. Permanent Methods
Permanent Vegetation. See specification Ds3 - Disturbed Area Stabilization (With Permanent Vegetation). Existing trees and large shrubs may afford valuable protection if left in place.
Topsoiling. This entails covering the surface with less erosive soil material. See specification To - Topsoiling.
Stone. Cover surface with crushed stone or coarse gravel. See specification Dr - Construction Road Stabilization.

(Dsl) DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)

DEFINITION
Applying plant residues or other suitable materials, produced on the site if possible, to the soil surface.

PURPOSE
To reduce runoff and erosion.
To conserve soil moisture.
To prevent surface compaction and crusting.
To control undesirable vegetation.
To modify soil temperature.
To increase biological activity in the soil.

REQUIREMENT FOR REGULATORY COMPLIANCE
Mulch or temporary grassing shall be applied to all exposed areas within 14 days of disturbance. Mulch can be used as a singular erosion control device for up to six months, but it shall be applied at the appropriate depth, depending on the material used, described and have a continuous 90% cover or greater of the soil surface. Maintenance shall be required to maintain appropriate depth and 90% cover. Temporary vegetation may be employed instead of mulch if the area will remain undisturbed for less than six months. If any area will remain undisturbed for greater than six months, then permanent vegetative techniques shall be employed. Refer to Ds2 - Disturbed Area Stabilization (With Temporary Seeding), Ds3 - Disturbed Area Stabilization (With Permanent Seeding), and Ds4 - Disturbed Area Stabilization (With Sodding).

SPECIFICATIONS
Mulching Without Seeding
This standard applies to graded or cleared areas where seedings may not have a suitable growing season to produce an erosion retardant cover, but can be stabilized with a mulch cover.
Site Preparation
1. Grade to permit the use of equipment for applying and anchoring mulch.
2. Install needed erosion control measures as required such as dikes, diversions, berms, terraces and sediment barriers.
3. Loosen compact soil to a minimum depth of 3 inches.
Mulching Materials
Select one of the following materials and apply at the depth indicated:
1. Dry straw or hay shall be applied at a depth of 2 to 4 inches providing complete surface coverage, the advantage of this material is easy application.
2. Wood waste (chips, sawdust or bark) shall be applied at a depth of 2 to 3 inches. Organic materials from the clearing stage of construction can be used on site, be chipped, and applied as mulch. This method of mulching can greatly reduce erosion control costs.
3. Polyethylene film shall be secured over banks or stockpiled soil material for temporary protection. This material can be salvaged and reused.
Applying Mulch
When mulch is used without seeding, mulch shall be applied to provide full coverage of the exposed area.
1. Dry straw or hay, sawdust and wood chips shall be applied uniformly by hand or by mechanical equipment.
2. If the area will eventually be covered with perennial vegetation, 20 to 30 pounds of nitrogen per acres in addition to the normal amount shall be applied to compensate for the additional decomposition of the organic mulches.
3. Apply polyethylene film on exposed areas.
Anchoring Mulch
1. Straw or hay mulch can be pressed into the soil with a disk harrow with the disk set straight or a special "packer disk." Disks shall be smooth, notched or serrated and shall be 12 inches or more in diameter and 8 to 12 inches apart. The edges of the blade should be dull enough not to cut the mulch but to press it into the soil leaving much of it in an erect position. Straw or hay mulch shall be anchored immediately after application. Straw or hay mulch spread by blower-type equipment may be anchored, tackifiers, binders and hydraulic mulch with tackifier specifically designed for anchoring may be substituted for anchored mulch. Please refer to specification Tac - Tackifiers. Plastic mesh or netting with mesh no larger than one inch by one inch shall be installed according to manufacturer's specifications.
2. Netting of the appropriate size shall be used to anchor wood waste. Openings of the netting shall be small enough to retain the average size of wood waste chips.
3. Polyethylene film shall be anchor trenched at the top as well as incrementally as necessary.

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CONSTRUCTION DETAILS (1 OF 4)

640 SOUTH GORDON ROAD
MABLETON, GEORGIA 30126

GEORGIA REGISTERED PROFESSIONAL ENGINEER

REVISIONS	DATE
DESCRIPTION	02-03-2025

DATE 2-04-2025
DRAWN G.E.Q.
DESIGNED G.E.Q.
CHECKED G.E.Q.
LAND LOT 355
DISTRICT 16th
ICGS CONTROL 654

SHEET 5 OF 8

DRAWING NO. 24-663-SP-5

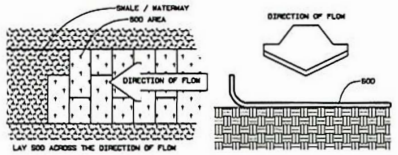
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Issued: 11/29/2024 Expires: 11/29/2027

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Issued: 11/29/2024 Expires: 11/29/2027

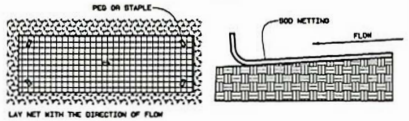
Ds4 DISTURBED AREA STABILIZATION (WITH SODDING)

SODDED WATERWAYS

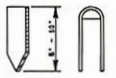
SOD DIRECTION



MATTING INSTRUCTIONS



PEG DETAIL



IN CRITICAL AREAS, SECURE SOD WITH MATTING USING STAPLES.

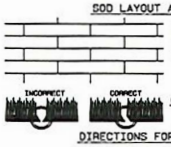
USE PEGS OR STAPLES TO FASTEN SOD FIRMLY — AT THE ENDS OF STRIPS AND IN THE CENTER, OR EVERY 3 – 4 FEET IF THE STRIPS ARE LONG. WORK READY TO MOW, DRIVE PEGS OR STAPLES FLUSH WITH THE GROUND.

Figure 6-6.1

Ds4 DISTURBED AREA STABILIZATION (WITH SODDING)

SOD MAINTENANCE AND INSTALLATION

SOD LAYOUT AND PREPARATION



LAY SOD IN A STAGGERED PATTERN. BUTT THE STRIPS TIGHTLY AGAINST EACH OTHER. DO NOT LEAVE SPACES AND DO NOT OVERLAP. A SHARPENED GARDEN HOE, OR SIMILAR TOOL, IS USEFUL FOR TUCKING DOWN THE ENDS AND TRIMMING PIECES.

BUTTING: ANGLED ENDS CAUSED BY THE AUTOMATIC SOD CUTTER MUST BE MATCHED CORRECTLY.

DIRECTIONS FOR INITIAL MAINTENANCE

Step 1. ROLL SOD IMMEDIATELY TO ACHIEVE FIRM CONTACT WITH THE SOIL

Step 2. WATER TO A DEPTH OF 4" AS NEEDED. WATER WELL AS SOON AS THE SOD IS LAID.

Step 3. MOW WHEN THE SOD IS ESTABLISHED — IN 2 – 3 WEEKS. SET THE MOWER HIGH (3" – 3").

APPEARANCE OF GOOD SOD

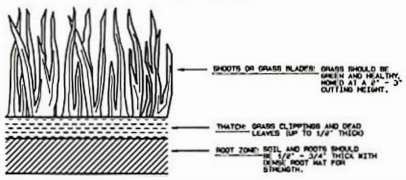


Figure 6-6.2

Ds4 DISTURBED AREA STABILIZATION (WITH SODDING)

Table 6-6.1 Fertilizer requirements for soil surface application

Fertilizer type	Fertilizer Rate (lbs/acre)	Fertilizer Rate (lbs/acre)	Season
10-10-10	4000	.089	fall

Table 6-6.2 Sod Planting requirements

Grass	Varieties	Resource Area	Growing Season
Bermudagrass	Common Tifway Tifgreen Tifturf	M-L, P, C M-L, P, C P, C	warm weather
Bahiagrass	Pensacola	P, C	warm weather
Centipede	-	P, C	warm weather
St. Augustine	Common Bitterblue Raleigh	C	warm weather
Zoysia	Emerald Myer	P, C	warm weather
Tall Fescue	Kentucky	M-L, P, C	cool weather

Table 6-6.3 Fertilizer Requirements for Sod

Types of Species	Planting Year	Fertilizer (N-P-K)	Rate (lbs/acre)	Nitrogen Top Dressing Rate (lbs/acre)
cool season grasses	first	8-10-10	1400	50-100
	second maintenance	8-10-10 10-10-10	1000 400	- 30
warm season grasses	first	8-10-10	1400	50-100
	second maintenance	8-10-10 10-10-10	800 400	50-100 30

Ds4 DISTURBED AREA STABILIZATION (WITH SODDING)

DEFINITION
A permanent vegetative cover using sods on highly erodible or critically eroded lands.

PURPOSE
Establish immediate ground cover.
Reduce runoff and erosion.
Improve aesthetics and land value.
Reduce dust and sediments.
Stabilize waterways, critical areas.
Filter sediments, nutrients and bugs.
Reduce downstream complaints.
Reduce likelihood of legal action.
Reduce likelihood of work stoppage due to legal action.
Increase "good neighbor" benefits.

CONDITIONS
This application is appropriate for areas that require immediate vegetative covers, drop inlets, grass swales, and waterways with intermittent flow.

PLANNING CONSIDERATIONS
Sodding can initially be more costly than seeding, but the advantages justify the increased initial costs:
1. Immediate erosion control, green surface, and quick use.
2. Reduced failure as compared to seed as well as the lack of weeds.
3. Can be established nearly year-round.
Sodding is preferable to seed in waterways and swales because of the immediate protection of the channel after application. Sodding must be staked in concentrated flow areas (See Figure 6-6.1).
Consider using sod framed around drop inlets to reduce sediments and maintain the grade.

CONSTRUCTION SPECIFICATIONS
Soil Preparation
Bring soil surface to final grade. Clear surface of trash, woody debris, stone, and clods larger than 1". Apply sod to soil surfaces only and not frozen surfaces, or gravel type soils.
Topsoilproperly applied will help guarantee a stand. Don't use topsoil recently treated with herbicides or soil sterilants.
Mix fertilizer into soil surface. Fertilize based on soil tests or Table 6-6.1. Agricultural lime should be applied based on soil tests or at a rate of 1 to 2 tons per acre.
Installation
Lay sod with tight joints and in straight lines. Don't overlap joints. Stagger joints and do not stretch sod (See Figure 6-6.2).
On slopes steeper than 3:1, sod should be anchored with pins or other approved methods. Installed sod should be rolled or tamped to provide good contact between sod and soil. Irrigate sod and soil to a depth of 4" immediately after installation.
Sod should not be cut or spread in extremely wet or dry weather. Irrigation should be used to supplement rainfall for a minimum of 2 – 3 weeks.

MATERIALS
Sod selected should be certified . Sod grown in the general area of the project is preferable.
1. Sod should be machine cut and contain 3/4" (+ or -1/4) of soil, not including shoots or thatch.
2. Sod should be cut to the desired size within + Or -5%. Torn or uneven pads should be rejected
3. Sod should be cut and installed within 36 Hours of digging.
4. Avoid planting when subject to frost heave or hot weather, if irrigation is not available.
5. The sod type should be shown on the plans or installed according to Table 6-6.2. See Figure 6-4.1 for your Resource Area.

MAINTENANCE
Re-sod areas where an adequate stand of sod is not obtained. New sod should be mowed sparingly. Grass height should not be cut less than 2" – 3" or as specified (See Figure 6-6.2)
Apply one ton of agricultural lime as indicated by soil test or every 4 – 8 years. Fertilize grasses in accordance with soil tests or Table 6-6.2.

Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)

DEFINITION
The establishment of temporary vegetative cover with fast growing seedings for seasonal protection on disturbed or denuded areas.

PURPOSE
To reduce runoff and sediment damage of downstream resources.
To protect soil surface from erosion.
To improve wildlife habitat.
To improve aesthetics.
To improve tilth, infiltration and aeration as well as organic matter for permanent plantings.

REQUIREMENT FOR REGULATORY COMPLIANCE
Mulch or temporary grassing shall be applied to all exposed areas within 14 days of disturbance. Temporary grassing, instead of mulch, can be applied to rough graded areas that will be exposed less than six months. If an area is expected to be undisturbed for longer than six months, permanent perennial vegetation shall be used. If optimum planting conditions for temporary grassing is lacking, mulch can be used as a singular erosion control device for up to six months but is shall be applied at the approximate rate specified, anchored, and have a continuous 90% cover or greater of the soil surface. Refer to specification Ds1 - Disturbed Area Stabilization (With Mulching Only).

CONDITIONS
Temporary vegetative measures should be coordinated with permanent measures to assure economical and effective stabilization. Most types of temporary vegetation are ideal to use as companion crops until the permanent vegetation is established. Note: Some species of temporary vegetation are not appropriate for companion crop plantings because of their potential to outcompete the desired species (e.g. annual Ryegrass). Contact NRCS or the local SWCD for more information.

SPECIFICATIONS
Grading and Shaping
Excessive water run-off shall be reduced by properly designed and installed erosion control practices such as closed drains, ditches, dikes, diversions, sediment barriers and others. No shaping or grading is required if slopes can be stabilized by hand-seeded vegetation or if hydraulic seeding equipment is to be used.
Seedbed Preparation
When a hydraulic seeder is used, seedbed preparation is not required. When using conventional or hand-seeding, seedbed preparation is not required if the soil material is loose and not sealed by rainfall.
When soil has been sealed by rainfall or consists of smooth cut slopes, the soil shall be pitted, trenched or otherwise scarified to provide a place for seed to lodge and germinate.
Lime and Fertilizer
Agricultural lime is required unless soil tests indicate otherwise. Apply agricultural lime at a rate determined by soil test for pH. Quick acting lime should be incorporated to modify pH during the germination period. Bio stimulants should also be considered when there is less than 3% organic matter in the soil. Graded areas require lime application. Soils must be tested to determine required amounts of fertilizer and amendments. Fertilizer should be applied before land preparation and incorporated with a disk, ripper, or chissel. On slopes too steep for, or inaccessible to equipment, fertilizer shall be hydraulically applied, preferably in the first pass with seed and some hydraulic mulch, then topped with the remaining required application rate.
Seeding
Select a grass or grass-legume mixture suitable to the area and season of the year. Seed shall be applied uniformly by hand, cyclone seeder, drill, cultipacker-seeder, or hydraulic seeder (slurry including seed and fertilizer). Drill or cultipacker seeders should normally place seed one-quarter to one-half inch deep. Appropriate depth of planting is ten times the seed diameter. Soil should be "raked" lightly to cover seed with soil if seeded by hand. See Table Ds4.1
Mulching
Temporary vegetation can, in most cases, be established without the use of mulch, provided there is little to no erosion potential. However, the use of mulch can often accelerate and enhance germination and vegetation establishment. Mulch without seeding should be considered for short term protection, refer to Ds1 - Disturbed Area Stabilization (With Mulching Only).
Irrigation
During times of drought, water shall be applied at a rate not causing runoff and erosion. The soil shall be thoroughly wetted to a depth that will insure germination of the seed. Subsequent applications should be made when needed.

Table 6-6.1 - Temporary Cover or Companion Cover Crop*
PLANT, PLANTING RATE, AND PLANTING DATE FOR TEMPORARY COVER OR COMPANION CROPS[1]

SPECIES	BROADCAST RATES (lbs/acre)	50lb bag per acre	REMARKS AND	PLANTING DATES BY RESOURCE AREA (Solid lines indicate optimum dates, dashed lines indicate suitable dates) J F M A M J J A S O N D	REMARKS
BARLEY (Hordeum vulgare)					
alone	3 bu. (Lbs) bbl	3.0 bbl.	M-L		14,000 seed per pound. Winter hardy. Use on problem areas.
in mixture	1/2 bu. (Lbs) bbl	0.5 bb	P		
			C		
LESPEDEZA, ANNUAL (Lespedeza striata)					
alone	40 lbs	0.8 bbl.	M-L		200,000 seed per pound. May be dormant for several years, when scarified &c.
in mixture	10 lbs	0.2 bb	P		
			C		
LOVEGRASS, WEEPING (Eragrostis curvula)					
alone	* lbs	0.1 bb.	M-L		1,200,000 seed purchased. May last for several years. Has slow establishment.
in mixture	* lbs	0.00 bb	P		
			C		
MILLET, BROWNTOP (Panicum fasciculatum)					
alone	40 lbs	0.8 bbl.	M-L		137,000 seed per pound. Quick spring cover. 4(b) prohibited. Establish in mixtures in March.
in mixture	10 lbs	0.2 bb	P		
			C		
MILLET, PEARL (Pennisetum glaucum)					
alone	20 lbs	0.4 bbl.	M-L		85,000 seed per pound. Quick spring cover. Do not use in Apr. Not recommended for Piedmont.
			P		
			C		
OATS (Avena sativa)					
alone	4 bu. (Lbs) bbl	2.0 bbl.	M-L		13,000 seed per pound. Use as companion crop, not as winter hardy or frost variety.
in mixture	1 bu. (Lbs) bbl	0.7 bb	P		
			C		
RYE (Secale cereale)					
alone	3 bu. (lbs) bbl	2.0 bbl.	M-L		18,000 seed per pound. Quick cover. Drought tolerant and winter hardy.
in mixture	1/2 bu. (lbs) bbl	0.3 bb	P		
			C		
RYEGRASS, ANNUAL (Lolium temulentum)					
alone	40 lbs	0.8 bbl.	M-L		227,000 seed per pound. Quick cover. Very competitive and not to be used in mixtures.
			P		
			C		
SUDANGRASS (Sorghum sudanense)					
alone	20 lbs	0.4 bbl.	M-L		25,000 seed estimated. Good as smother crop. Not recommended for Piedmont.
			P		
			C		
TRITICALE (Triticosecale)					
alone	3 bu. (lbs) bbl	2.0 bbl.	C		Use in lieu of or with winter hardy plants can be set back by excessive rain.
in mixture	1 bu. (lbs) bbl	0.0 bb			
WHEAT (Triticum aestivum)					
alone	3 bu. (lbs) bbl	2.1 bbl.	M-L		29,000 seed per pound. Winter hardy.
in mixture	1 bu. (lbs) bbl	0.7 bb	P		
			C		

*Temporary cover crops are very competitive and will crowd out perennials if seeded too heavily.
*Reduce seeding rates by 50% when grilled.
[1]M-L represents the Mountain; Blue Ridge; and Ridges and Valleys MLRAs.
P represents the Southern Piedmont MLRA.
C Represents Southern Coastal Plain; Sand Hills; Black Lands; and Atlantic Coast Flatwoods MLRAs.
(see Figure 6-4.1, p 6-40)

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CONSTRUCTION DETAILS
(2 OF 4)

640 SOUTH GORDON ROAD
MABLETON, GEORGIA 30126

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1093 Hampford Lane
Acworth, Georgia 30297
(678) 776-9189
E-Mail: gilbertegquinones@yahoo.com

REVISIONS NO.	DESCRIPTION	DATE

DATE: 2-09-2025
SCALE: AS NOTED
DRAWN G.E.Q
DESIGNED G.E.Q
CHECKED G.E.Q
APPROVED G.E.Q
DRAWING NO. 24-063-SP-6
18TH LAND DISTRICT
COBB COUNTY, GA

SHEET 6 OF 8

GEORGIA
UNIFORM CODING SYSTEM
FOR SOIL EROSION AND SEDIMENT CONTROL PRACTICES
GEORGIA SOIL AND WATER CONSERVATION COMMISSION

STRUCTURAL PRACTICES

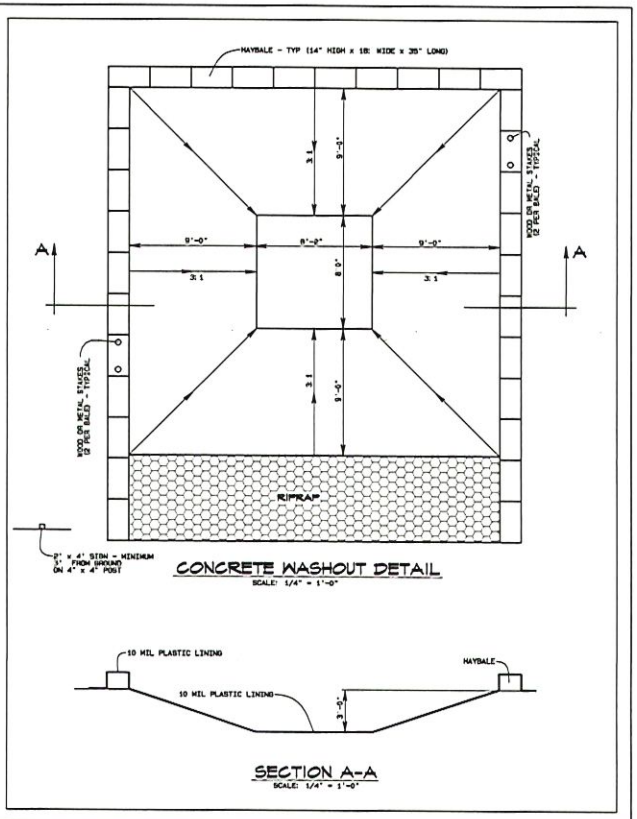
CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
	DIVERSION			A small temporary berm or dike constructed across a sloped, exposed area or area of concentrated flow.
(C)	CHANNEL STABILIZATION			Lining, construction or stabilizing an open channel, usually natural, or also.
(Cv)	CONVERSION SYSTEM			A studied plans and layout of the construction site with a people's plans for removing and from time thereby minimizing water erosion.
(Cr)	CONSTRUCTION ROAD STABILIZATION			A temporary constructed as part of a construction plan including stream crossing, sediment basins, and water bars or other control.
(Dt)	DRAIN SYSTEM STRUCTURE			A temporary channel established to convey the drains a construction site while a permanent structure is being constructed.
(H)	HYDRAULIC			An earth channel or also, lined above, below or across a road to divert runoff. This may be a temporary or permanent structure.
(Dn1)	DRAINAGE STRUCTURE			A flexible conduit of heavy-duty fabric or other material designed to convey stormwater runoff down a slope. This is temporary and.
(Dn2)	DRAINAGE STRUCTURE			A paved chute, pipe, sediment conduit or temporary structure to convey concentrated surface runoff down a slope.
(Fr)	FLOW RESTRICTOR			A temporary cross barrier constructed of stone, plate, brace and panel sections.
(Ga)	GABION			Rock filled basketry which are hand-placed into position forming soil stabilizing structures.
(Gr)	GRADE STABILIZATION STRUCTURE			Permanent structures installed to prevent channels or stormwater where otherwise the cross cause is sufficient for the running water to form gullies.
(Lc)	LAND GRADING			A structure to prevent concentrated flow of water into bare areas where they may be subject to destructive soil or unstructured soils.
(Rd)	RIPRAP, SLOPE PROTECTION			A component of temporary slope filter dam between ditches and/or streams or drainageways.
(Sb)	SEDIMENT BASIN			A site installed to stabilize soil and to impede sediment from leaving the site or entering into streams. Each situation will require specific.
(Si)	SILT FENCE			A series of structures placed in front of a disturbed area to prevent sediment laden water from leaving the site or entering a temporary sediment.
(Sf)	SILT FENCE			A barrier to prevent sediment from leaving the construction site. It may be standing, bales of straw or hay, brush, logs, poles, boards, or a fence.
(Sc)	SILT FENCE, OUTLET STRUCTURE			An impounding area created by excavating around or from which water may leave the excavated area or by constructing an embankment around.
(Sc)	SEDIMENT TRAP			A water retaining or detaining pit or dam placed in a drainage system to trap sediment. The sediment is removed periodically allowing the trap to be maintained to store.
(Sk)	SEDIMENT TRAP			A small temporary sand filter placed in a ditch/swale to remove sediment from runoff. It consists of a gravel dike surrounding a temporary sediment trap, a temporary sediment basin in the back of a pipe or riser.
(Bf)	SILT FENCE, SEDIMENT BARRIER			A trapped sediment basin formed by placing a stone dam across a drainage ditch, swale, or channel at a convenient point on the.
(Sd)	TEMP. DAM			A linear earthen dam constructed as a diversion perpendicular to the direction of the runoff to intercept sediment and stormwater of runoff while allowing surface sedimentation downstream with the use of intermediate dikes.

STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
(Br)	TEMPORARY STREAM CROSSING			A temporary bridge or culvert-type structure constructed, a stream or watercourse from damage by excessive construction equipment.
(St)	STORMWATER OUTLET PROTECTION			A paved or short section of riprap placed at the outlet of a storm drain system preventing erosion from the concentrated runoff.
(Su)	SURFACE ROUGHENING			A rough soil surface with horizontal depressions left a constructed by leaving soil in a roughened condition after grading.
(To)	TURBIDITY CURTAIN			A floating or silted barrier installed within the water (it may also be retained to be a floating boom, silt barrier, or silt curtain).
(Tp)	TOPSOILING			The practice of stripping off the more fertile soil, storing it, and spreading it over the disturbed area after completion of construction activities.
(Tr)	TREE PROTECTION			To protect especially trees from injury during construction activity.
(Wt)	WATER TRUCK			Proper or vegetative water methods for downstream, diversion, storms, dikes or similar structures.

VEGETATIVE PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
(Bf)	BUFFER ZONE			Strips of undisturbed original vegetation, enhanced or restored existing vegetation in the establishment of vegetation, surrounding an area of disturbance or sensitive resource.
(Ce)	CONTROL SOIL COMPACTION (Type unknown)			Planting vegetation on areas that are disturbed, artificially constructed, or re-vegetated.
(Dn1)	DRAINAGE AREA PROTECTION (Grass lined)			Establishing temporary protection for disturbed areas where shallow, may not have a suitable growing medium to produce an erosion resisting cover.
(Dn2)	DRAINAGE AREA PROTECTION (Sod)			Establishing a temporary vegetative cover with fast growing seedings or dormant grass.
(Dn3)	DRAINAGE AREA PROTECTION (Mulch)			Establishing a permanent vegetative cover such as trees, shrubs, vines, grasses, or legumes on disturbed areas.
(Dn4)	DRAINAGE AREA PROTECTION (Sand)			A permanent vegetative cover using seed or slightly modified or artificially created form.
(Du)	DUST CONTROL ON DISTURBED AREAS			Controlling surface sand or movement of dust on construction site, roadways and similar sites.
(I-Cl)	FLOCCULANTS AND CHEMICALS			Substance formulated to assist in the water-based separation of suspended particles in solution.
(Sb)	STORMWATER RUNOFF FROM DISTURBED AREAS (Wet Detention)			The use of water retaining surface pond, constructed to maintain and enhance stormwater, or to prevent, or reduce, and treat runoff stormwater from pollutants.
(Se)	SURFACE ROUGHENING			A protective covering used to prevent erosion and establish temporary or permanent vegetation on disturbed areas (seed, mulch, or netting).
(Tac)	TEMPORARY SOIL STABILIZATION			Substance used to stabilize, stress or may result by binding the organic materials to bind together.



CONCRETE WASHOUT DETAIL
SCALE: 1/4" = 1'-0"

SECTION A-A
SCALE: 1/4" = 1'-0"

GSWCC
Gilbert E Quinones
Level IB Certified Inspector
Certification Number: 0000015128
Issued: 12/06/2024 Expires: 12/06/2027

GSWCC
Gilbert E Quinones
Level II Certified Design Professional
Certification Number: 0000015128
Issued: 11/29/2024 Expires: 11/29/2027

QUINTON WIGGLES
647 South Gordon Road, N.W.
Suite B
Mableton, Georgia 30126
(770) 899-3932
E-Mail: quint750@bellsouth.net

CONSTRUCTION DETAILS
(3 OF 4)

640 SOUTH GORDON ROAD
MABLETON, GEORGIA 30126

GSG, L.L.C.
CONSULTING CIVIL ENGINEER AND LAND SURVEYOR
1093 Harvestford Lane
Johns Creek, Georgia 30097
(678) 778-9818
E-Mail: gilbert@georgiatechpros.com

REVISIONS

NO.	DESCRIPTION	DATE

DATE: 2-09-2025
SCALE: AS NOTED
DRAWN: G.E.Q.
DESIGNED: G.E.Q.
LAND LOT: 355
18TH LAND DISTRICT
COBB COUNTY, GA

SHEET 7 OF 8

DRAWING NO.: 24-063-SP-7

DETAIL 116R

Residential Driveway Standard

DETAIL 02713-14C

COBB COUNTY WATER SYSTEM

3/4" & 1" WATER METER BOX & LID DETAIL

SEPTEMBER 10, 2007

METER BOX LID

METER BOX

TYPICAL INSTALLATION

SIDEWALKS

DETAIL 113

PLAN VIEW

TYPICAL SECTION

SIDEWALK RAMP DETAIL

Detail 416 – 1

Community Development Agency

TREE PLANTING

Typical Section

Detail 416 – 7

Community Development Agency

TREE PROTECTION FENCE

Typical Section

SHEET 8 OF 8	DATE: 2-09-2025 SCALE: AS NOTED DRAWN: G.E.Q. DESIGNED: G.E.Q. CHECKED: G.E.Q. LAND LOT: 385 18TH LAND DISTRICT COBB COUNTY, GA	REVISIONS NO. DESCRIPTION DATE	QUINTON WIGGLES 647 South Gordon Road, N.W. Suite B Mableton, Georgia 30126 (770) 899-9932 E-Mail: quint750@bellsouth.net	CONSTRUCTION DETAILS (4 OF 4) 640 SOUTH GORDON ROAD MABLETON, GEORGIA 30126	GEQ CONSULTING CIVIL ENGINEER AND LAND SURVEYOR 1093 Hennsford Lane Johns Creek, Georgia 30097 (678) 778-9989 E-Mail: gilbertgeorgiatech@yahoo.com

DRAWING NO.
24-063-SP-8



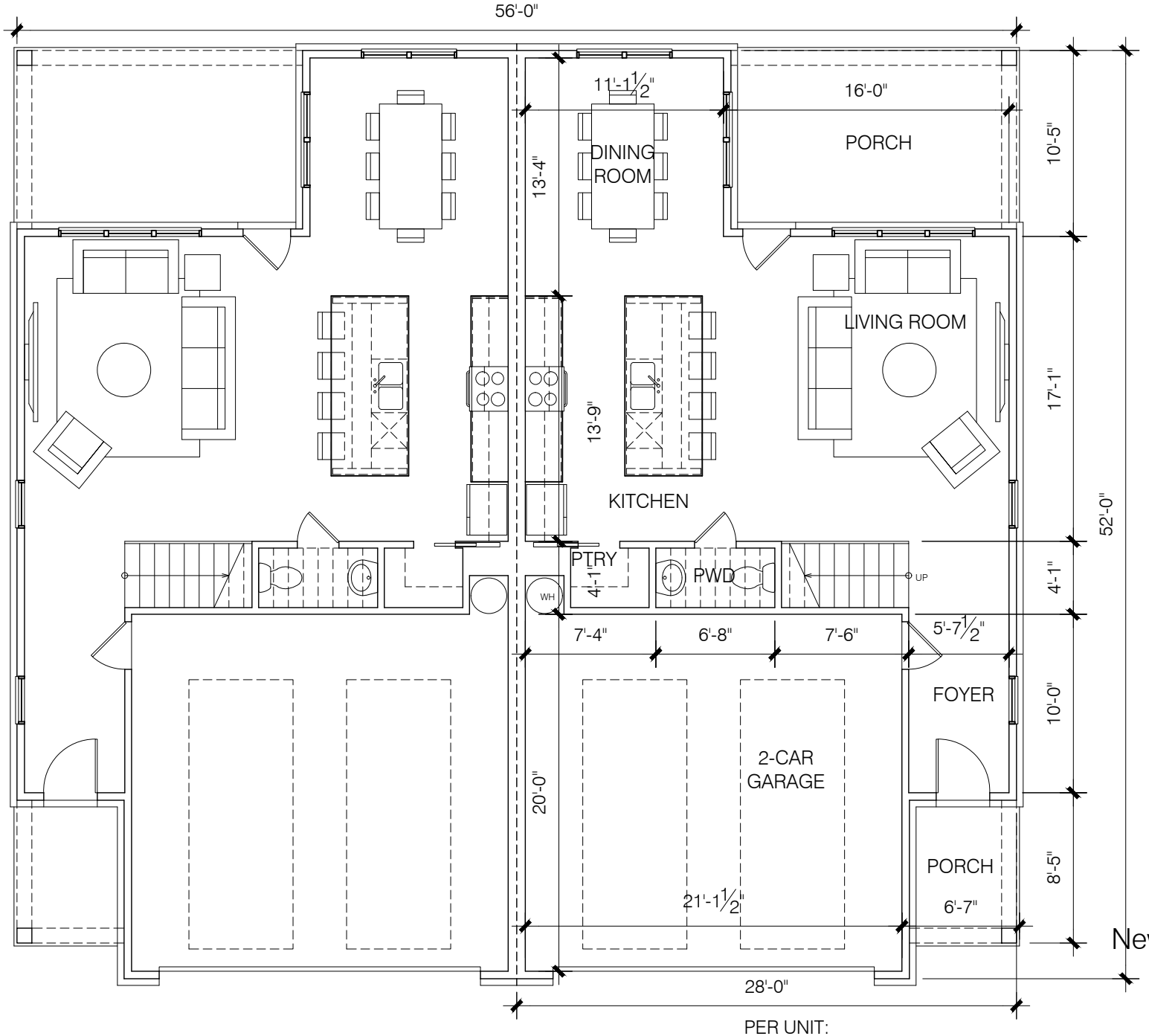
FRONT VIEW



REAR VIEW



FRONT VIEW (HADU)



PER UNIT:
1ST FL: 785 SF
2ND FL: 1116 SF
TOTAL: 1901 SF

N

1

floor plan - 1st floor

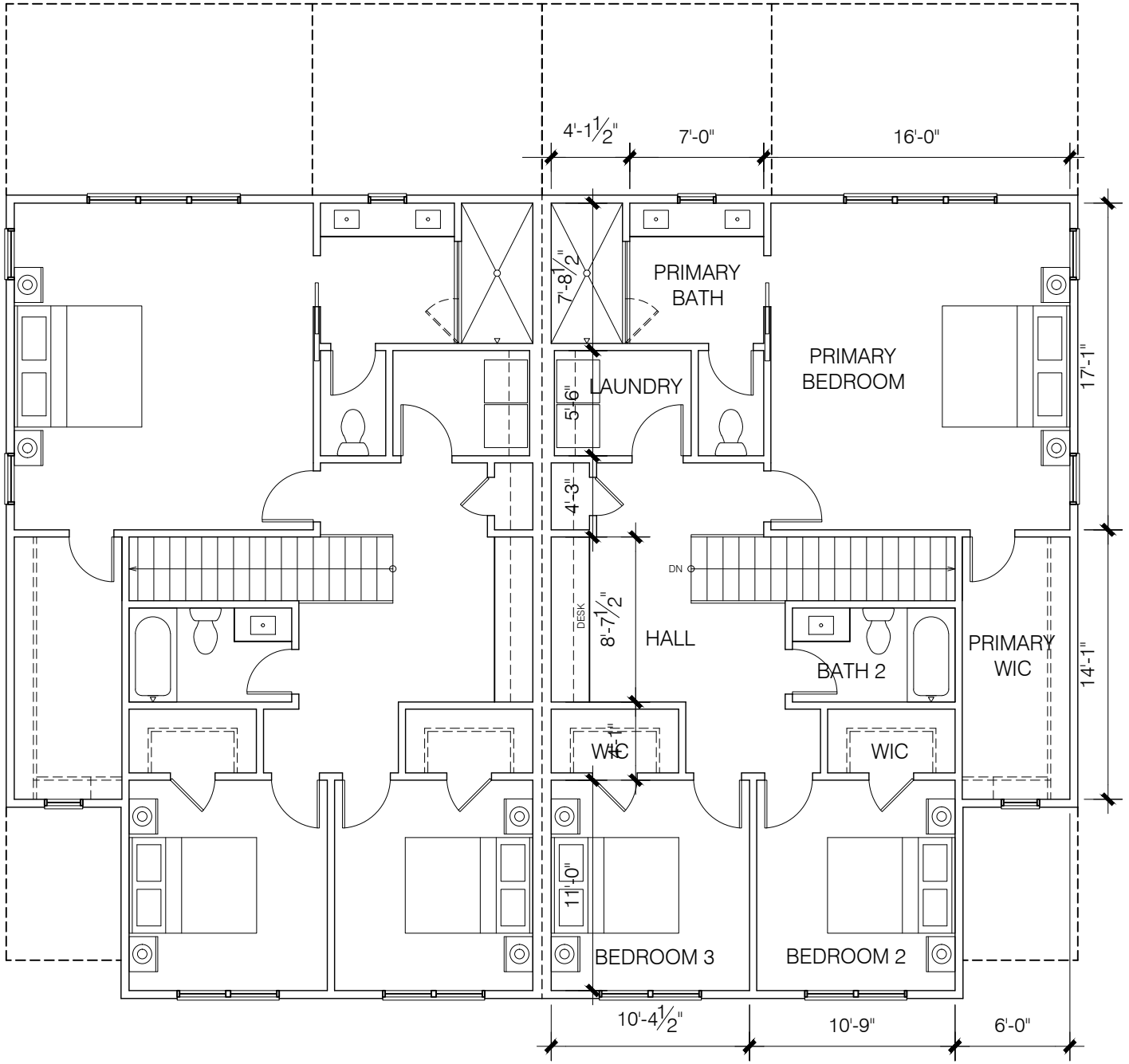
SCALE: 1/8" = 1'-0"

0 4' 8' 16'

New Duplex Residence

640 South Gordon Rd.
Mableton, GA 30126
For: Quinton Wiggles
04-16-2026

GOTSCH STUDIO
ARCHITECTURE & DESIGN



N

2 floor plan - 2nd floor

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

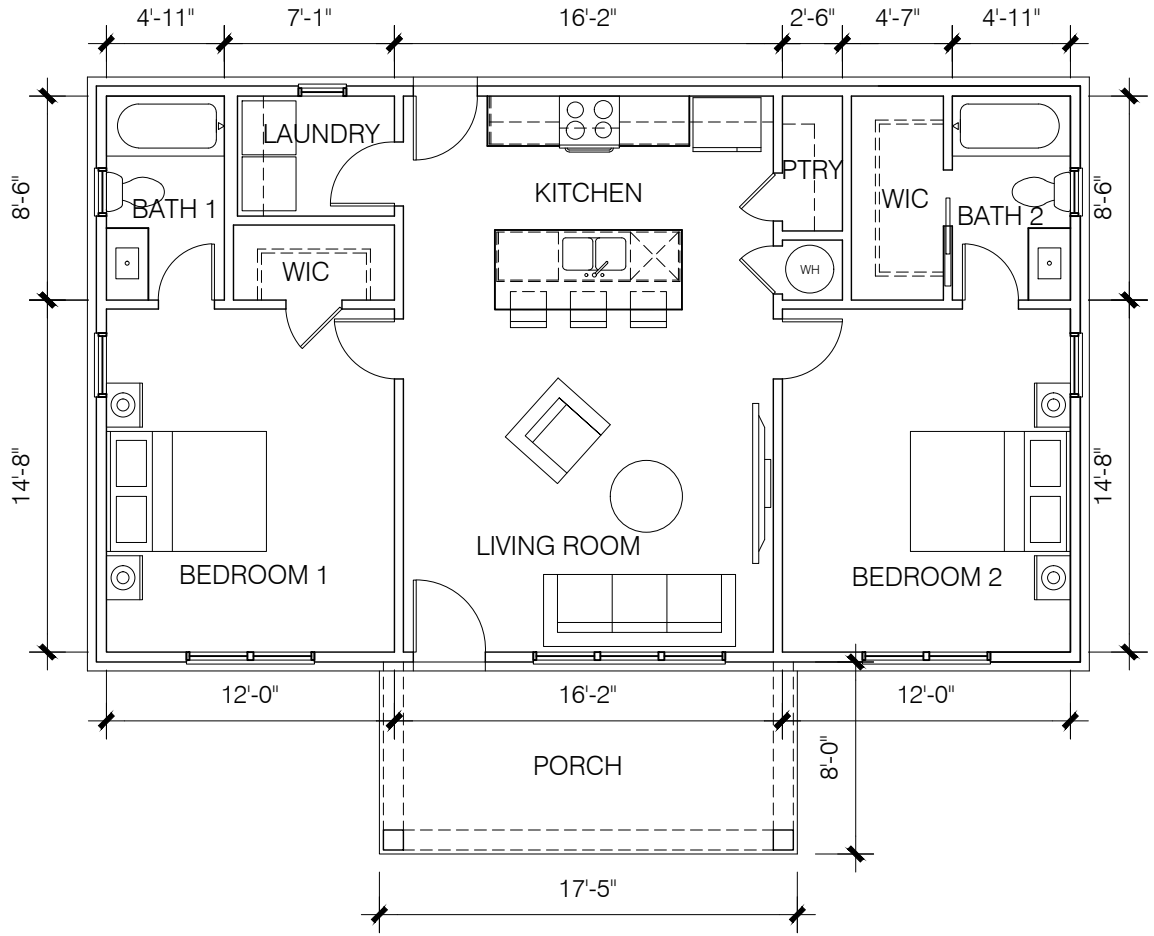
New Duplex Residence

640 South Gordon Rd.
Mableton, GA 30126

For: Quinton Wiggles

04-16-2026

GOTSCH STUDIO
ARCHITECTURE & DESIGN



N

3

floor plan - ADU

SCALE: 1/8" = 1'-0"

ADU: 984 SF

0 4' 8' 16'

New Duplex Residence

640 South Gordon Rd.
Mableton, GA 30126

For: Quinton Wiggles

04-16-2026

GOTSCH STUDIO
ARCHITECTURE & DESIGN

WIDTH:	**44ft.-4in.**
DEPTH:	**43ft.-6in.**
HEIGHT:	**22ft.**
FOUNDATION:	
	Slab Foundation
	PAID OPTION **Crawlspace Foundation**
	PAID OPTION **Basement Foundation**
	PAID OPTION **Walkout Basement Foundation**
MAIN ROOF PITCH:	**8:12**
EXTERIOR FRAMING:	
	2x4 Wood
	PAID OPTION **2x6 Conversion**

CEILING HEIGHTS

FIRST FLOOR:	**9 feet**

WHAT'S INCLUDED IN THESE PLANS?

- **Cover Sheet**
  Cover sheet typically includes a front view of the plan (may be in color), index of pages included, and other miscellaneous notes and details.

- **Foundation Plan & Details**
  Foundation plans describe to the builder, the type of foundation requested by the home owner or the type of foundation required by a certain geographic area. In most cases, the foundation plan will include footing sizes and locations, footing details and other important information needed to properly construct the home. In some specific areas, a structural engineer may be required to review and certify the house plans purchased. These reasons include, but are not limited to the following: seismic (earthquake) considerations, high wind (coastal , mountainous areas, etc.), snow loads, etc.

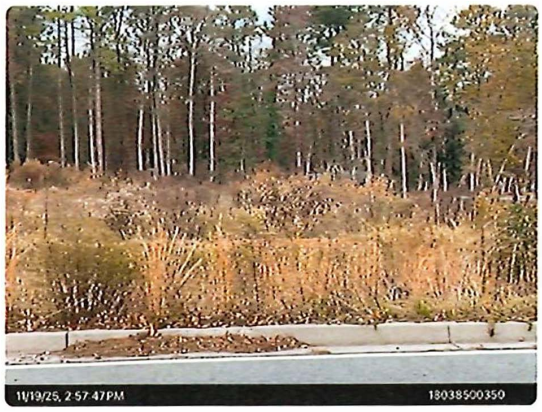
- **Floor Plans**
  The floor plans locate all walls, interior and exterior, of the entire building, denote ceiling heights and treatments, locate all plumbing fixtures, cabinets, door and window locations and sizes, gives square footage measurements, locate water heaters and hvac systems.

- **Exterior Elevations**
  The exterior elevations are used to depict the exterior finishes (brick, siding, stucco, etc.), roof styles

Cobb County, GA

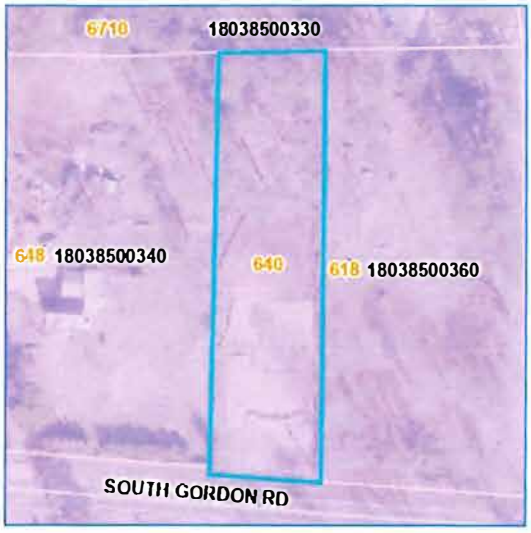
Composite Summary

ParcelNumber	18038500350
PropertyAddress	640 S GORDON RD
Class	R3 - Residential vacant
Acres	0.99
LandSquareFootage	43124
Neighborhood	M0009991 -
TaxDistrict	(M) MABLETON
SubdivisionName	9991 - HOMESITE



Map

Click the image below to open and view the map.



Owner

WIGGLES QUINTON
640 S GORDON RD
MABLETON GA 30126

Owner Info Last Updated 4/17/2025

Appraised Values

Year	Property Class	LUC	Appraised Land	Appraised Building Value	Total Appraised Value
2025	R3	100	$94,810	$0	$94,810

⊞ Show Historical Appraised Values

Assessed Values

Year	Assessed Land	Assessed Building Value	Total Assessed Value
2025	$37,924	$0	$37,924

⊞ Show Historical Assessed Values

Permits

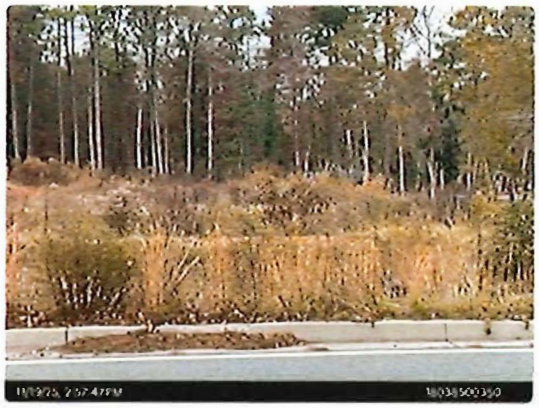
Date	Number	Amount	Purpose	Status
03/26/2024	2024-1689	$296,981	HOUSE, NEW	I - Incomplete

Sales Information

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sales Validity	Grantor	Grantee	Recording
12/2/2024	$100,000	WD	16248	4425	VALID SALE	INFANTE-ALATORRE LUIS & GARCIA MIRIAM GU	WIGGLES QUINTON	Click Here
11/21/2024	$0	QC	16248	4423		JOHNSON MARY	INFANTE-ALATORRE LUIS	Click Here
11/21/2024	$0	QC	16248	4421		WILBANKS SYLVIA ANN	INFANTE ALATORRE LUIS	Click Here
11/21/2024	$0	QC	16248	4419		KATHLEEN ALLEY	INFANTE ALATORRE LUIS	Click Here
9/22/2021	$0		15984	0712		INFANTE-ALATORRE LUIS	INFANTE ALATORRE LUIS & MONCADA GARCIA M	Click Here
9/22/2021	$50,000		15984	0710	VALID SALE	HOWARD JOHNSA A/K/A PAUL HOWARD JOHNSA,	INFANTE ALATORRE LUIS	Click Here
7/24/2021	$0	ESTD	15954	0998		ESTATE OF PAUL H. JOHNSA	WILBANKS SYLVIA & ALLEY KATHLEEN & WILBA	Click Here

As an enhanced customer service, the Superior Court Clerk and Tax Assessors' Office has created this direct link to deed documents.
Not all deeds display on the Tax Assessors' Website! For complete deed research, visit the Superior Court Clerk's website at
https://superiorcourtclerk.cobbcounty.gov/landmark

Photos



No data available for the following modules: 2025 Undeliverable Notices, Upcoming Visits, Summary - Personal Property, Current Year Business Forms, Appraised Values - Personal Property, Residential Improvement Information, Commercial Improvement Information, Accessory Information, Appeals, Sketches, Additions.

Ownership and characteristic data are the most current information available. All appraised/assessed values are as of Jan 1, 2026.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 1/21/2026, 8:04:36 AM

Contact Us

Developed by SCHNEIDER GEOSPATIAL

STATE OF GEORGIA **ORD 2026-XX-XX**
COBB COUNTY
CITY OF MABLETON

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF MABLETON, GEORGIA BY REZONING A CERTAIN PARCEL OF REAL PROPERTY LOCATED AT 18038500350, MABLETON, GEORGIA (COBB COUNTY PIN 18038500350); TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED BY LAW.

WHEREAS, the governing authority of the City of Mableton, Georgia (the "City") are the Mayor and Council thereof; and

WHEREAS, the governing authority is authorized by its Charter and state law to regulate zoning within the limits of the City; and

WHEREAS, the subject parcel of real property consists of approximately 0.96 acres, located in District 2, according to the present system of numbering property in Mableton, Cobb County, Georgia (Cobb County Tax Parcel Identification Number: 18038500350) (the "Property"); and

WHEREAS, the Property is currently zoned as Single Family Residential (R-20); and

WHEREAS, the owner/applicant, Quinton Wiggles, filed an application requesting the governing authority to rezone the Property to Residential Duplex (RD) with the intention for the applicant to develop the parcel to allow for a 3,600 sq ft duplex structure and a 996 sq ft habitable accessory dwelling unit; and

WHEREAS, the City has complied with the notice and hearing requirements pursuant to O.C.G.A. § 36-66-1 et seq.; and

WHEREAS, the Mayor and Council have determined that the rezoning of the Property to RD, subject to specific stipulations, is in the best interest of the health, safety, and welfare of the citizens of Mableton;

NOW THEREFORE, be it and it is hereby resolved by the Mayor and Council of the City of Mableton:

Section 1. That certain parcel of real property consisting of approximately 0.96 acres (Cobb County Tax Parcel Identification Number: 18038500350) is hereby rezoned from Single Family Residential (R-20) to Residential Duplex (RD) for the development of a duplex structure. Such rezoning is to be noted on the official City of Mableton Zoning Map as soon as reasonably possible following adoption of this Ordinance.

Section 2. (a) It is the intention of the Mayor and Council that all sections of this Ordinance are believed to be fully valid and enforceable. (b) Each section or phrase of this Ordinance is severable; if any part is declared invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of the Ordinance.

Section 3. The rezoning of the Property as provided in Section 1 is subject to the conditions and stipulations set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. This Ordinance shall become effective immediately upon its adoption.

Section 6. The provisions of this Ordinance shall be enforceable under the authority of the City as permitted in its Charter and Ordinances.

Section 7. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

SO ORDAINED, this _____ day of _____, 2026.

CITY OF MABLETON, GEORGIA

_____
Michael Owens, Mayor

ATTEST:

_____
Susan Hiott, City Clerk

APPROVED AS TO FORM:

_____
Emilia Walker-Ashby, Interim City Attorney

EXHIBIT A
STIPULATIONS AND CONDITIONS OF APPROVAL

CASE NO: [REZ 2026-02]
APPLICANT: Quinton Wiggles
PROPERTY: PIN 18038500350

1.This development shall have a minimum of ten-foot undisturbed landscaped screening buffer adjacent to all residential properties. The buffer shall be subject to approval by City staff.

2.Buffers shall be regularly maintained by the property owner to ensure that the objectives and standards set out in this subsection are met.

3.This development must adhere to the modern farmhouse architectural style and high-quality construction standards presented in the revised application (updated site plan and elevations) submitted on the 17th of April 2026. The units must be designed to have the appearance of a single-family structure, with a minimum of a two-car garage for each unit.

4.Total density must remain within the RD (residential duplex) district guidelines. This site is specifically limited to one duplex structure (two dwelling units).

5.No HADU (Habitable Dwelling Unit) to be permitted on the subject property. Any accessory structure permitted on this site will be subject to staff review.

6.Maximum impervious surface shall not exceed 40 percent.

7.Adherence to all requirements from Cobb County Water/Sewer, Stormwater, Fire, and DOT recommendations as outlined in this report.

8.The site must comply with all code requirements for erosion and sediment control. Furthermore, if a land disturbance permit is not issued within six months of this approval, the site shall be stabilized and planted to satisfy the minimum tree requirements.

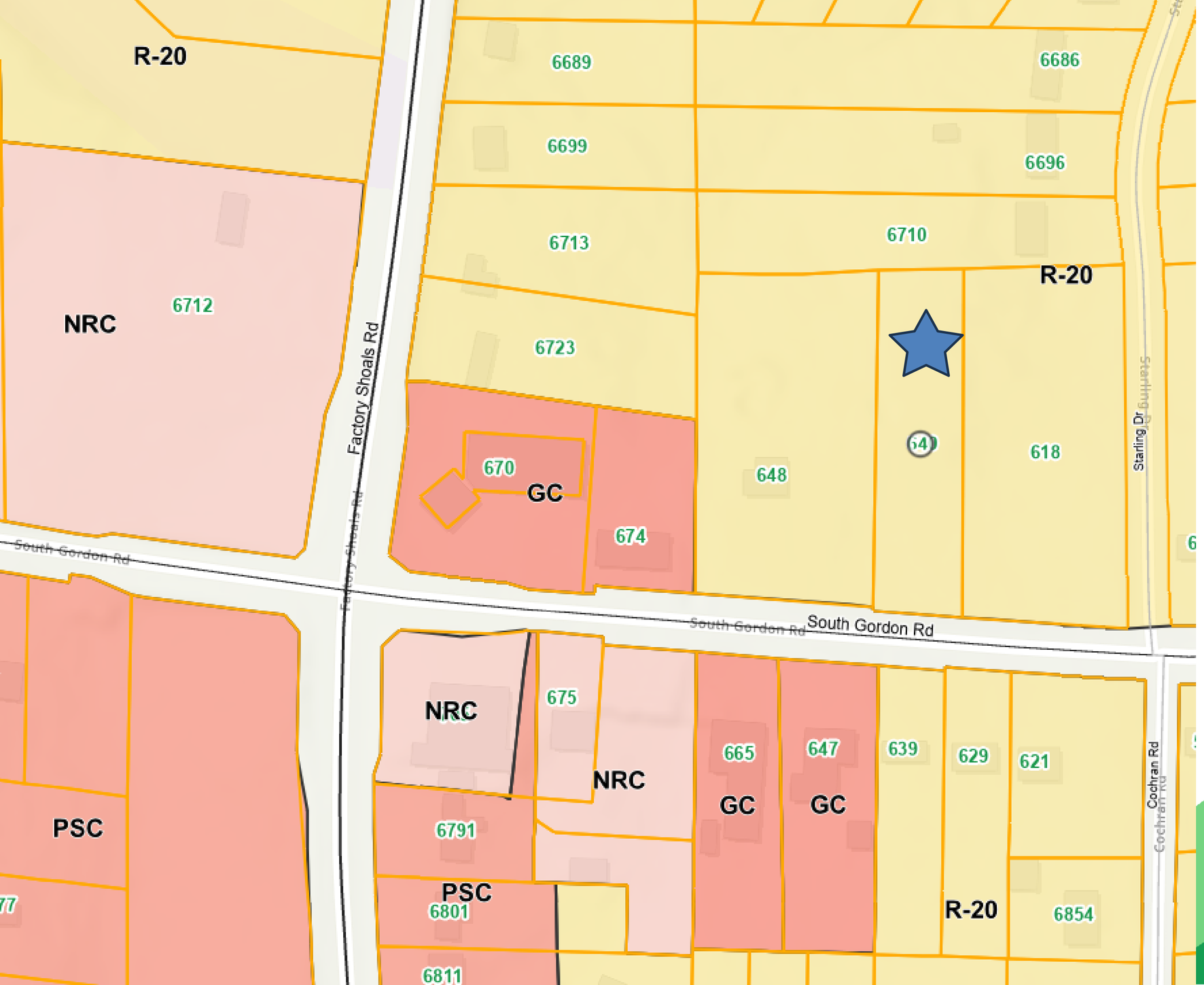
9.Additional right-of-way shall be donated within 12 months of zoning approval for a minimum of 40’ from the centerline. The site is limited to one driveway.

10.The land disturbance plan for this site must include the revegetation plan for the area previously cleared and graded without a permit.

REZ 2026-002 / 640 South Gordon Rd

- **Case Number:** REZ 2026-02
- **Current Zoning:** R-20 Zoning District
- **Proposed Request:** Rezoning from Single Family Residential (R-20) to Residential Duplex (RD) for the purpose of developing a duplex and habitable accessory dwelling unit.
- **Applicant:** Quinton Wiggles
- **Property Address:** 640 South Gordon Road.
- **Acreage:** 0.96
- **District:** 2 Council member Michael McNeely
- **Parcel Identification**: 18038500350
- **Future Land Use:** Medium Density Residential, MDR

Zoning Map

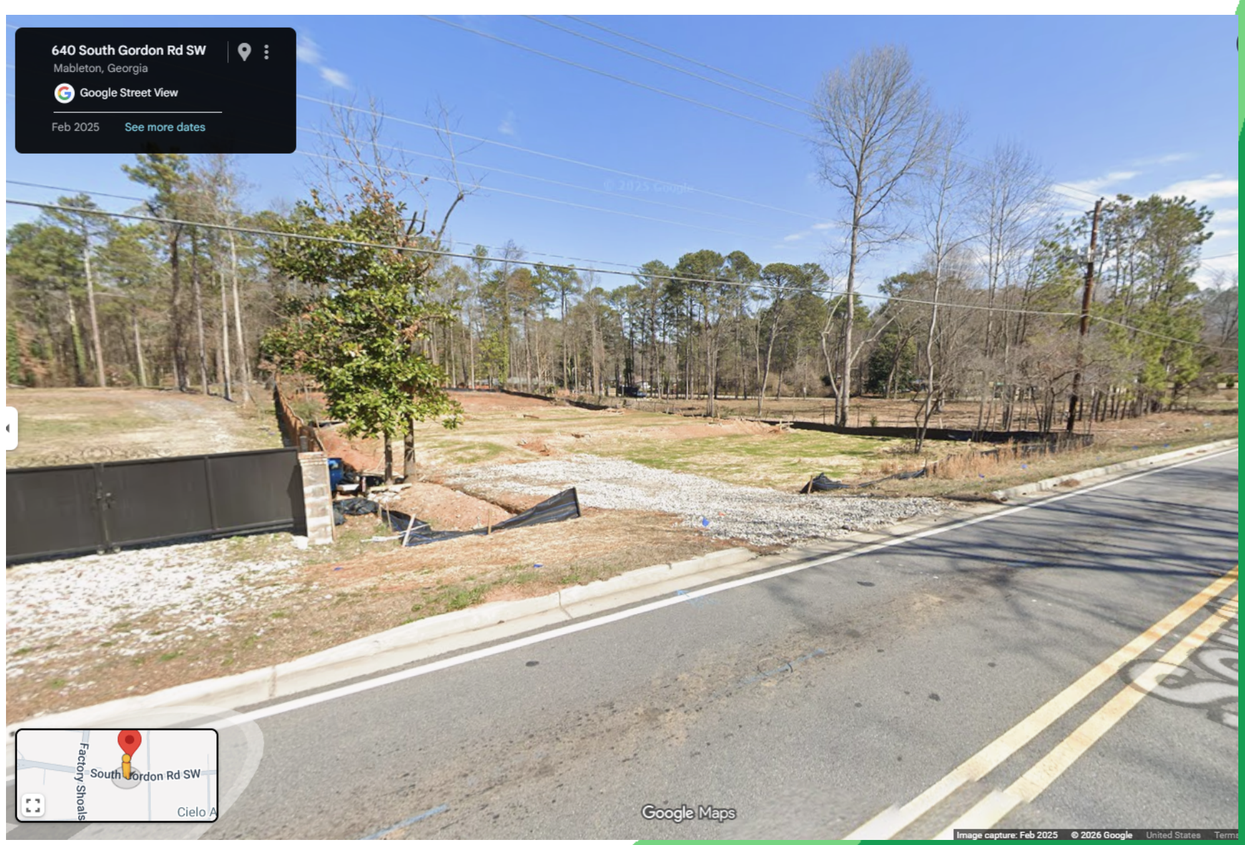

R-20
6689
6686
6699
6696
6713
6710
R-20
NRC
6712
6723
Factory Shoals Rd
670
GC
674
648
618
Starling Dr
South Gordon Rd
South Gordon Rd
NRC
675
665
647
639
629
621
Cochran Rd
NRC
GC
GC
PSC
6791
PSC
6801
R-20
6854
6811

Future Land Use Map



Aerial Map and Site Imagery

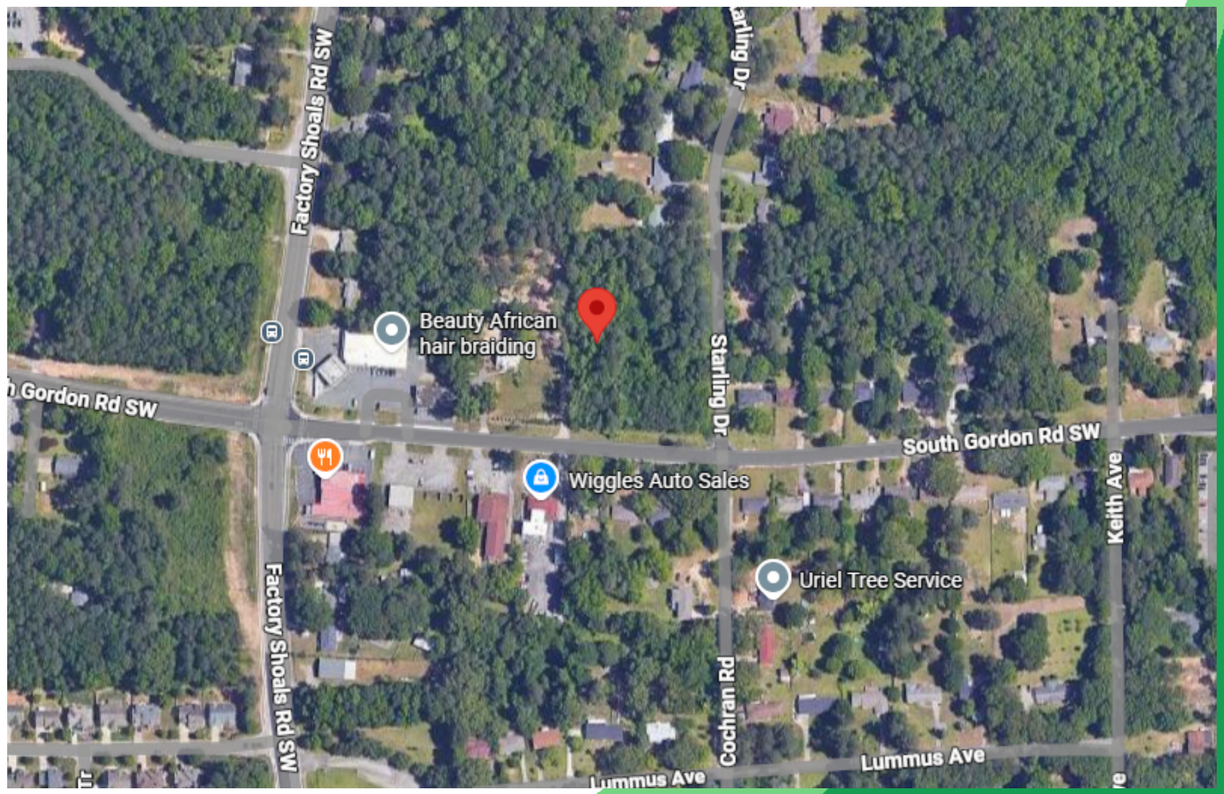




Surrounding Area



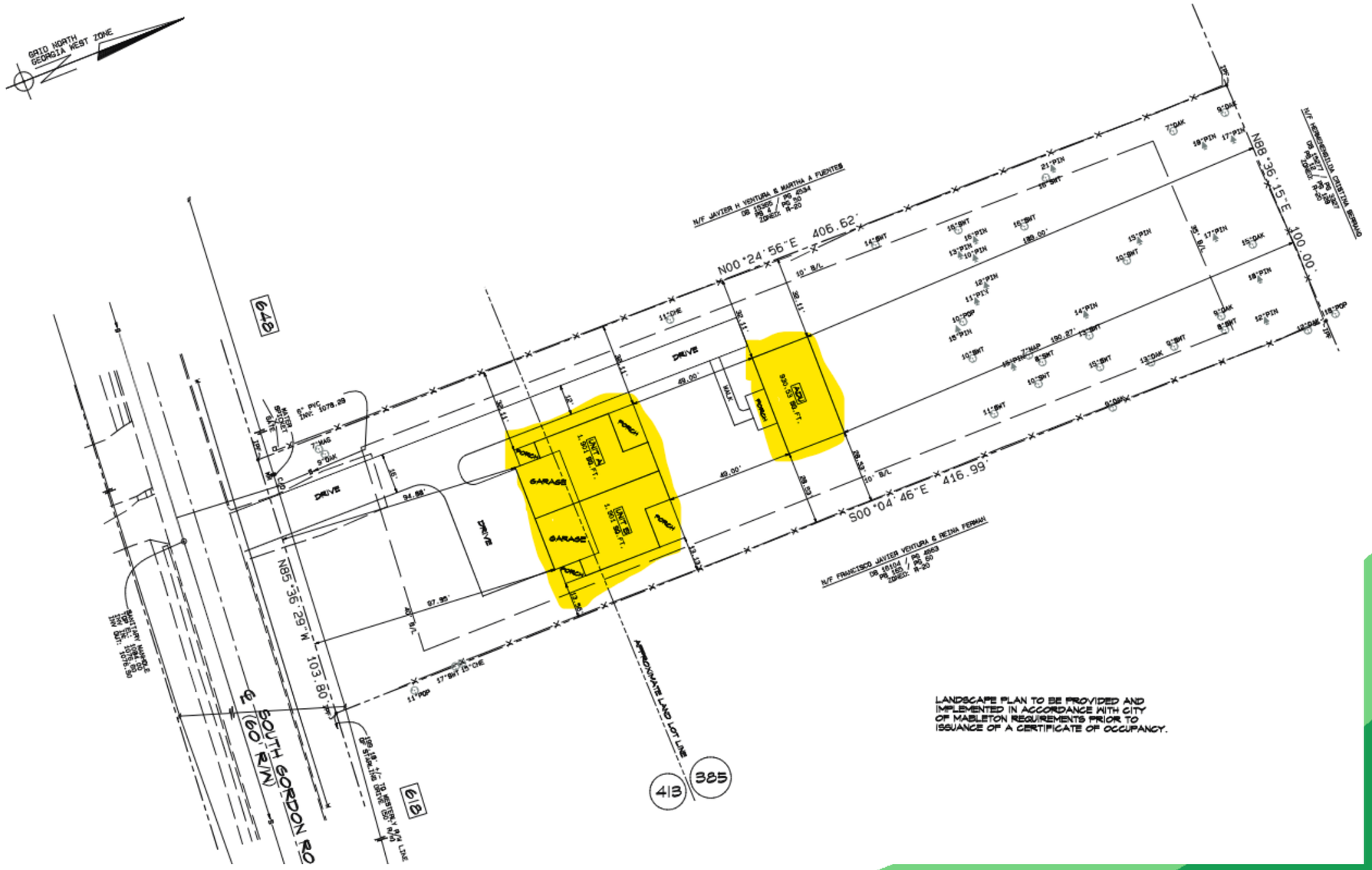




Site Plan

1 Duplex structure
(2 Units with 2-car garages)

1 Habitable Dwelling Unit



Proposed Elevation(s)

Front view



Rear view

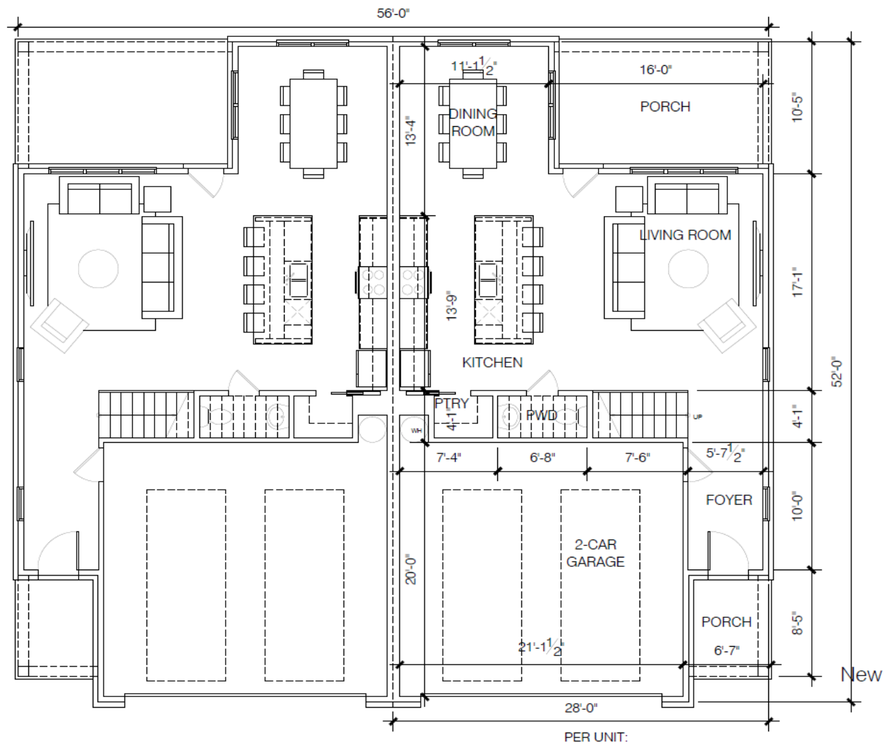


Conceptual Elevations

Proposed Elevation (HADU)



Proposed Interior Plans(s)



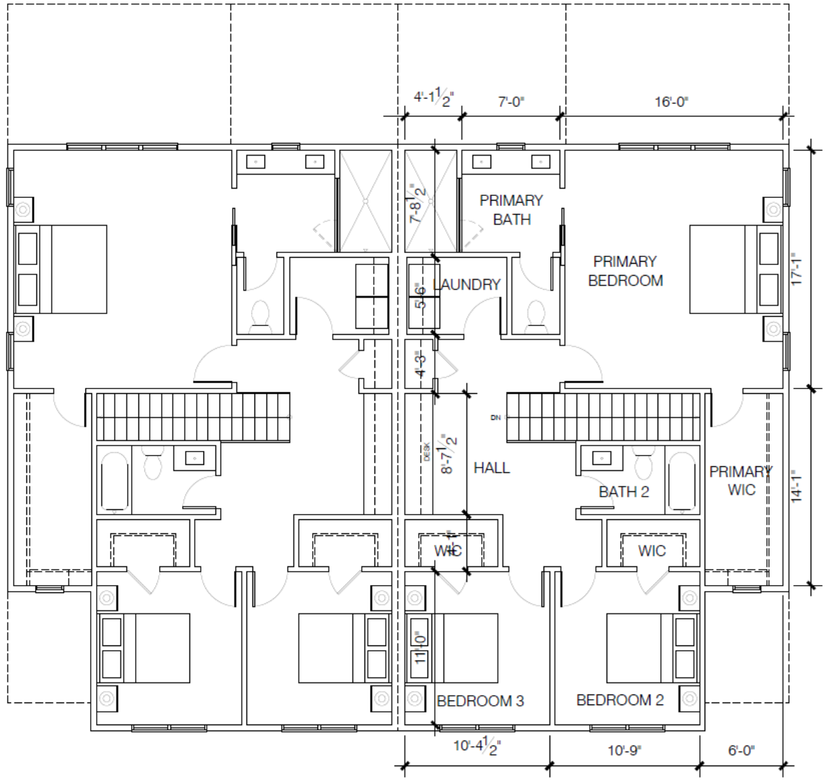
PER UNIT:
1ST FL: 785 SF
2ND FL: 1116 SF
TOTAL: 1901 SF

1 floor plan - 1st floor
SCALE: 1/8" = 1'-0"

0 4' 8' 16'

New Duplex Residence
640 South Gordon Rd.
Mableton, GA 30126
For: Quinton Wiggles
04-16-2026

GOTSCH STUDIO
ARCHITECTURE & DESIGN



2 floor plan - 2nd floor
SCALE: 1/8" = 1'-0"

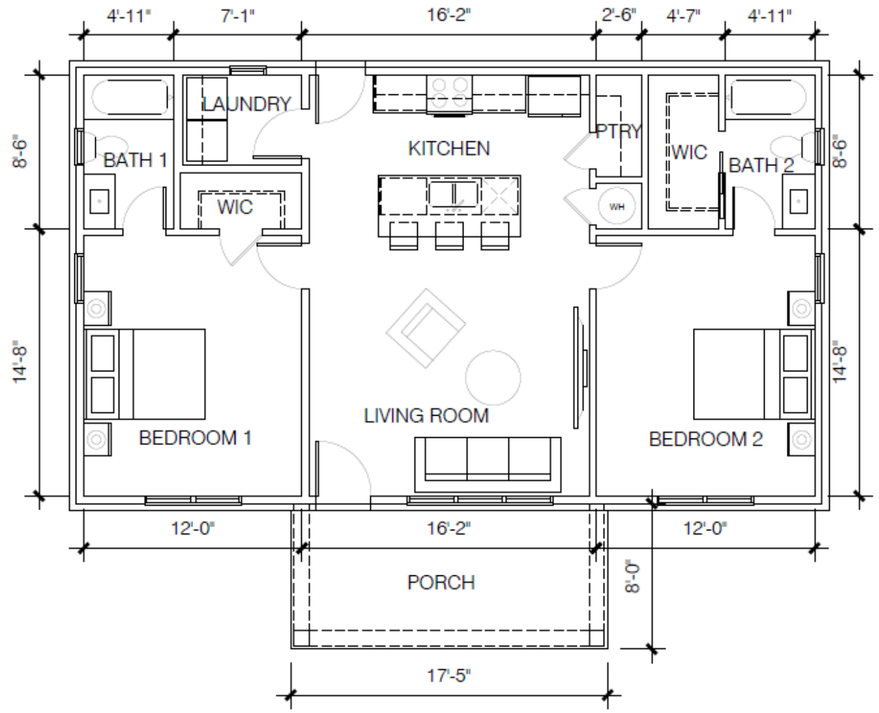
0 4' 8' 16'

New Duplex Residence
640 South Gordon Rd.
Mableton, GA 30126
For: Quinton Wiggles
04-16-2026

GOTSCH STUDIO
ARCHITECTURE & DESIGN

MABLETON GEORGIA Est. 2022

Proposed Interior Plans (HADU)



N

3 floor plan - ADU

SCALE: 1/8" = 1'-0"

ADU: 984 SF

0 4' 8' 16'

New Duplex Residence
640 South Gordon Rd.
Mableton, GA 30126
For: Quinton Wiggles
04-16-2026

GOTSCH STUDIO
ARCHITECTURE & DESIGN

MABLETON GEORGIA Est. 2022

Purpose and Definition

Purpose and intent. The RD district is established to provide locations for the development of affordable single-family detached or attached owner-occupied residential dwelling units, including duplexes. The dwelling units are to be designed to be placed on an individual lot attached to another dwelling unit or on an adjoining lot where the units will be attached by a common party wall. This residential use is designed to be located within or on the edge of properties delineated for medium density residential categories as defined and shown on the Comprehensive Plan. When residentially compatible institutional and recreational uses are developed within the RD district, they should be designed and built to ensure intensity and density compatibility with adjacent single-family detached dwellings and otherwise to implement the stated purpose and intent of this chapter.

Habitable Accessory Dwelling Unit shall mean an additional dwelling unit located on the same parcel as a principal dwelling unit within select single-family residential zoning districts.

Section 2.03 (3) a-e of the Zoning Criteria

1. Whether the zoning proposal is in conformity with the policy and intent of the land use plans.

2. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

3. Whether there are other existing or changing conditions affecting the use and development of the property which gives grounds for either approval or disapproval of the zoning proposal.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

5. Community Impact: Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby properties.

6. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

PLANNING STAFF RECOMMENDATION

The planning and zoning staff recommends ***Approval with conditions.***

The proposal is consistent with the Future Land Use Map and provides a transition between the major corridor (South Gordon Road) and the interior single-family neighborhoods.

Recommended Conditions for Approval:

1. This development shall have a minimum of ten-foot undisturbed landscaped screening buffer adjacent to all residential properties. The buffer shall be subject to approval by City staff.

2. Buffers shall be regularly maintained by the property owner to ensure that the objectives and standards set out in this subsection are met.

3. This development must adhere to the modern farmhouse architectural style and high-quality construction standards presented in the revised application (updated site plan and elevations) submitted on the 17th of April 2026. The units must be designed to have the appearance of a single-family structure, with a minimum of a two-car garage for each unit.

4. Total density must remain within the RD (residential duplex) district guidelines. This site is specifically limited to one duplex structure (two dwelling units).

PLANNING STAFF RECOMMENDATION

5. No HADU (Habitable Dwelling Unit) to be permitted on the subject property. Any accessory structure permitted on this site will be subject to staff review.

6. Maximum impervious surface shall not exceed 40 percent.

7. Adherence to all requirements from Cobb County Water/Sewer, Stormwater, Fire, and DOT recommendations as outlined in this report.

8. The site must comply with all code requirements for erosion and sediment control. Furthermore, if a land disturbance permit is not issued within six months of this approval, the site shall be stabilized and planted to satisfy the minimum tree requirements.

9. Additional right-of-way shall be donated within 12 months of zoning approval for a minimum of 40’ from the centerline. The site is limited to one driveway.

10. The land disturbance plan for this site must include the revegetation plan for the area previously cleared and graded without a permit.

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Public Hearing and Resolution to transmit to the Atlanta Regional Commission (ARC) and Department of Community Affairs (DCA) the 2045 Comprehensive Plan - Community Development Director Michael Hughes

Open Public Hearing
In Support (10 minute time limit)
Opposition (10 minute time limit)
Close Public Hearing
Vote - Consideration of Approval to transmit to ARC and DCA the Resolution and 2045 Comprehensive Plan

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. RESOLUTION
2. Mableton 2045 Public Hearing - 05 11 2026

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

A RESOLUTION DIRECTING TRANSMITTAL OF THE CITY OF MABLETON COMPREHENSIVE PLAN TO THE ATLANTA REGIONAL COMMISSION AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FOR REVIEW AND FOR OTHER PURPOSES

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

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

WHEREAS, the City of Mableton has prepared a comprehensive plan for the period of 2026-2045, titled "Mableton 2045 - Elevating Tomorrow - A Blueprint for Growth, Community, and Sustainability" ("Comprehensive Plan");

WHEREAS, the Comprehensive Plan was prepared in accordance with the Minimum Planning Standards and Procedure for Local Comprehensive Planning established by the Georgia Planning Act of 1989;

WHEREAS, public hearings on the Comprehensive Plan were held on May 11, 2026, and May 13, 2026, with considerable opportunity for involvement and input from stakeholders, local leadership and the general public;

WHEREAS, appropriate City staff and decision-makers have reviewed both the Regional Water Plan covering the City, and the Rules for Environmental Planning Criteria (O.C.G.A. 12-2-8), and have taken such into consideration in formulating the Comprehensive Plan;

WHEREAS, the City Council desires through this Resolution to cause for the Comprehensive Plan to be transmitted to the Atlanta Regional Commission and the Department of Community Affairs for review; and

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

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

Section 1. Transmittal. The City Council hereby directs the City's Community Development Director to cause for the City's Comprehensive Plan, titled "Mableton 2045 - Elevating Tomorrow - A Blueprint for Growth, Community, and Sustainability", to be promptly

transmitted to the Atlanta Regional Commission and the Department of Community Affairs for review.

****

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

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

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

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

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

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

BE IT SO RESOLVED, this _____ day of _____, 2026.

ATTEST: CITY OF MABLETON, GEORGIA:

_____ _____

Susan D. Hiott, City Clerk Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

_____

Emilia Walker-Ashby, City Attorney



MABLETON 2045
Comprehensive Plan

City Council Work Session

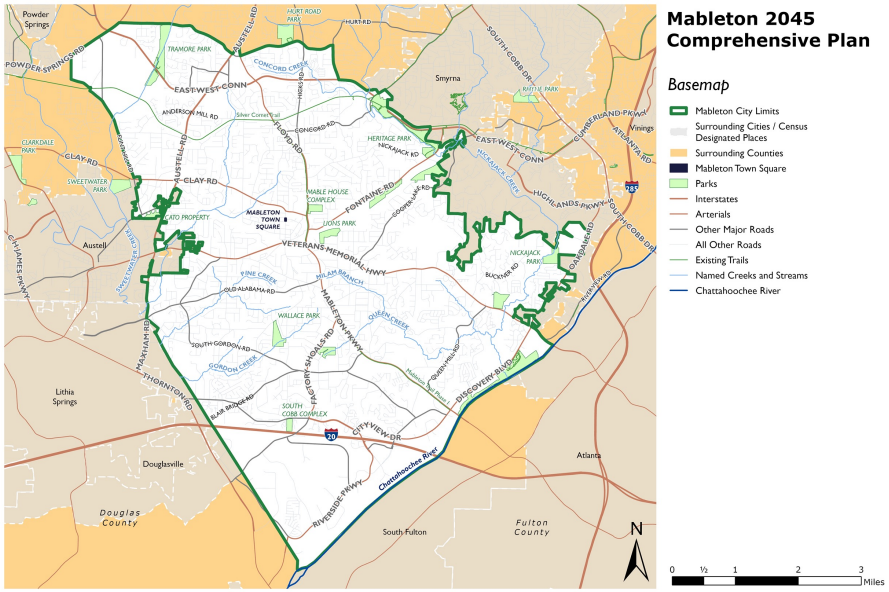
and Public Hearing

May 11, 2026

MABLETON 2045
elevating tomorrow

Agenda

1. Introductions
2. Comprehensive Plan Overview + Highlights
3. Work Completed
4. Community Work Program
5. Request Approval to Submit to the State of Georgia (DCA and ARC)
6. Next Steps



MABLETON 2045 elevating tomorrow

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Introductions

1

Elected Leadership

Mayor

Mayor
Michael Owens

City Council

Councilman Ron Davis
Mayor Pro Tem, District 1

Councilman Michael McNeely
District 2

Councilwoman Keisha Jeffcoat
District 3

Councilwoman Cassandra Brown
District 4

Councilman T.J. Ferguson
District 5

Councilwoman Debora Herndon
District 6

Project Team

City Staff

William B. Tanks
City Manager

Michael Hughes
Director, Community Development

Tina Garver
Deputy Director, Community Development

Artie Jones
Director, Economic Development

Lily Smith
City Manager's Office

Consultant Team

John J. Funny, Project Lead
Grice Consulting Group

Allison Stewart-Harris
TSW

Nick Johnson
TSW

Contente Terry
Contente Consulting

Charlisa Shelton
Contente Consulting

Todd Noell
Noell Consulting Group

Chad Glaser
Noell Consulting Group

Sammy Powell
Atlas

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Comprehensive Plan Overview + Highlights

2

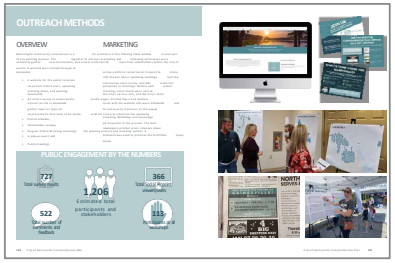
Comp Plan Purpose

What does a comprehensive plan do?

- Sets long-term **community goals** related to all elements a city is responsible for—usually land use, transportation, economic development, housing, and infrastructure
- Recommendations **future land use** policies for the entire jurisdiction
- Provides a **Community Work Program** for all City-led tasks within five years of the plan's completion
- Gain access to State and Federal funding opportunities by obtaining **Qualified Local Government (QLG)** status – Georgia Dept. of Community Affairs (DCA)









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Mableton 2045 Process



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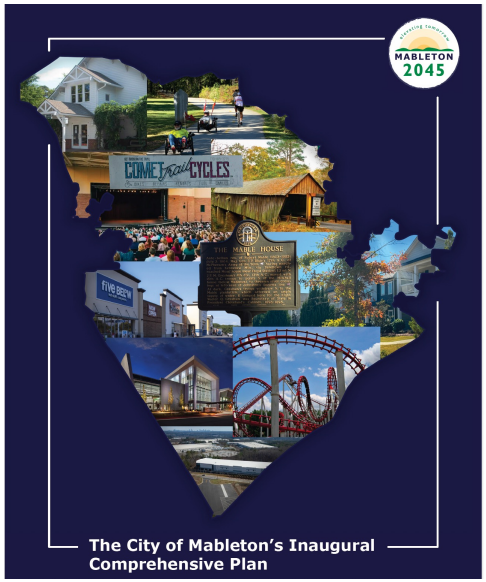
Mableton 2045 Schedule



Where's the DRAFT PLAN?

MABLETON 2045
elevating tomorrow

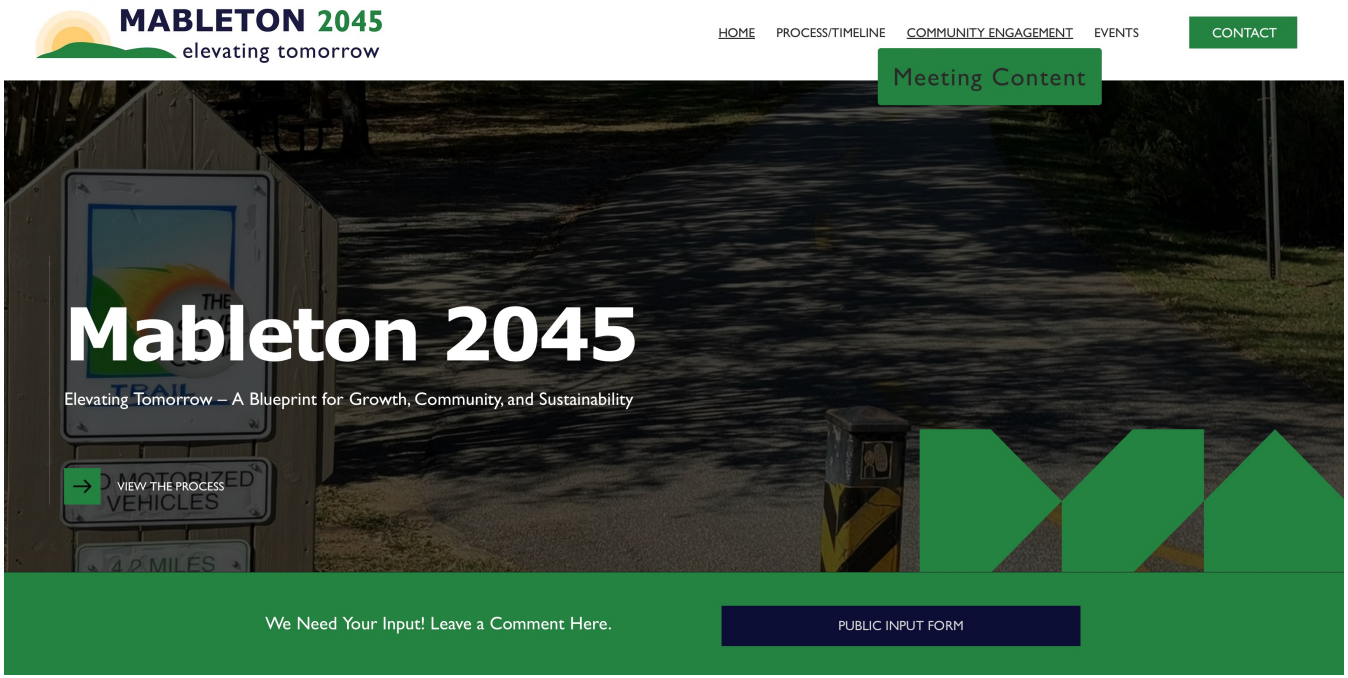
- Where's the DRAFT Mableton2045 Comprehensive Plan?
- It is at www.mableton2045 / Community Engagement / Meeting Contents



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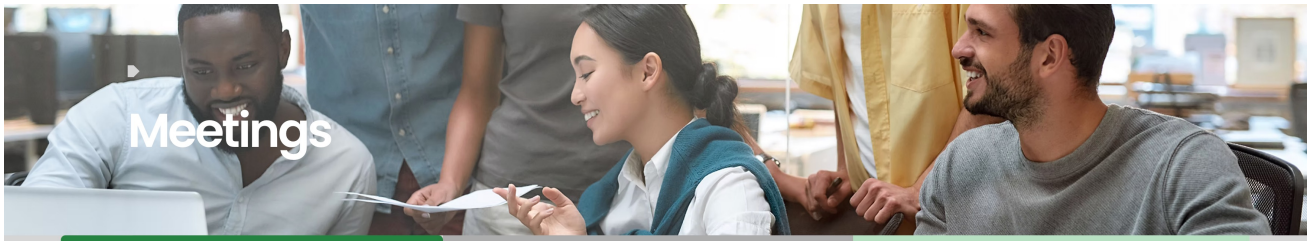
Where's the DRAFT PLAN?



Where's the DRAFT PLAN?



Where's the DRAFT PLAN?



Steering Committee	Public Meetings	Draft Comprehensive Plan
SC Members List	Mableton PM #1 Presentation	DRAFT Mableton 2045 Comprehensive Plan - Part 1
Mableton SC #1 Agenda	Mableton PM #2 Presentation	
Mableton SC #1 Presentation	Public Meeting #3 Presentation	DRAFT Mableton 2045 Comprehensive Plan - Part 2
Mableton SC #2 Agenda		
Mableton SC #2 Presentation		
Mableton SC #3 Agenda		
Mableton SC #3 Presentation		
Mableton SC #4 Agenda		
Mabelton SC #4 Presentation		

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Work Completed



- Held One-on-One Mayor and Council Interviews
- Held Focus Group Interviews
- Held Key Stakeholders Interviews
- Held four Steering Committee meetings
- ”Popped Up” at Community Events
- Held in-person planning charrettes for all five **Special Area Studies – Small Redevelopment Plans**
- **Held three public meetings/workshops – tonight is the fourth and final!**

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Work Completed



Work Completed





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Work Completed





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Work Completed





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Work Completed





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Work Completed

Develop Vision and Goals

- Revised and finalized goals for each element
- Developed vision and goals for each of the five special areas

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Work Completed

Recommend Policies and Projects

- Built out policy recommendations and high-level action items for each element
- Built out future land use strategy and received feedback

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Work Completed

Finalize Plan and Begin to Implement

- Submitted draft plan to City and Steering Committee for review
- Presented plan at Planning Commission
- Conducted the 4th and Final Public Meeting
- Sharing the plan with you tonight! **This is your opportunity to share any remaining thoughts**

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Mableton 2045 Elements



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Element Structure

- Existing conditions analysis
- Community feedback and priorities
- Needs and opportunities
- Goals
- Recommended policies and action items
- Future land use guidance

Land Use Element

Focuses on:
how land can be improved or developed over time



Goals

- Create a true downtown district
- Kickstart transformative development with new investment
- Promote walkable design
- Diversify non-residential uses
- Leverage unique destinations to spark investment
- Protect the scale and quality of Mableton's neighborhoods
- Establish transparent process for land use decisions

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Economic Development Element

Focuses on:
economic drivers such as employment, jobs, and tourism



Goals

- Maintain easy access to the region
- Grow the Entertainment District
- Expand Mableton's employment base
- Support Mableton's industrial sector
- Enhance Mableton's image and perception
- Work with Cobb County to improve K-12 schools

Housing Element

Focuses on:
housing types, supply, demand, and development



Goals

- Address declining housing condition
- Encourage entry-level housing construction
- Support a mix of housing types
- Support seniors to age in place

Transportation Element

Focuses on:
vehicular transportation, trails/sidewalks, bike facilities, and transit



Goals (abbr.)

- Improve mobility and accessibility
- Improve public transit
- Promote safety for all modes
- Support sustainable systems
- Improve equity and affordability
- Modernize infrastructure
- Foster regional connectivity
- Strengthen north-south and east-west connectivity

Environment and Sustainability Element

Focuses on:
natural resources, open space, and measures for their protection and stewardship



Goals

- Clean up Mableton
- Expand access to nature
- Improve stormwater management
- Protect and expand tree canopy
- Protect scenic viewsheds

Cultural Resources

Focuses on:
Mableton's identity, arts and cultural opportunities, and visual aesthetics



Goals

- Support the growing arts community
- Integrate art into new development
- Explore opportunities for more events and festivals

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Historic Preservation

Focuses on:
historic resources Mableton wishes to honor and celebrate



Goals

- Tell the story of Mableton
- Protect remaining historic resources

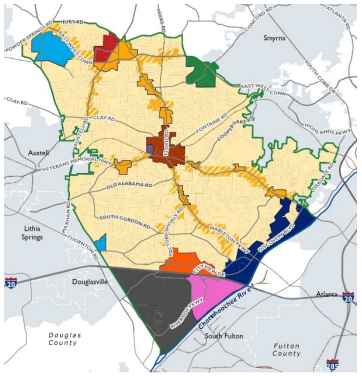
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Land Use

This section will serve as the City's policy guide for long-term development!

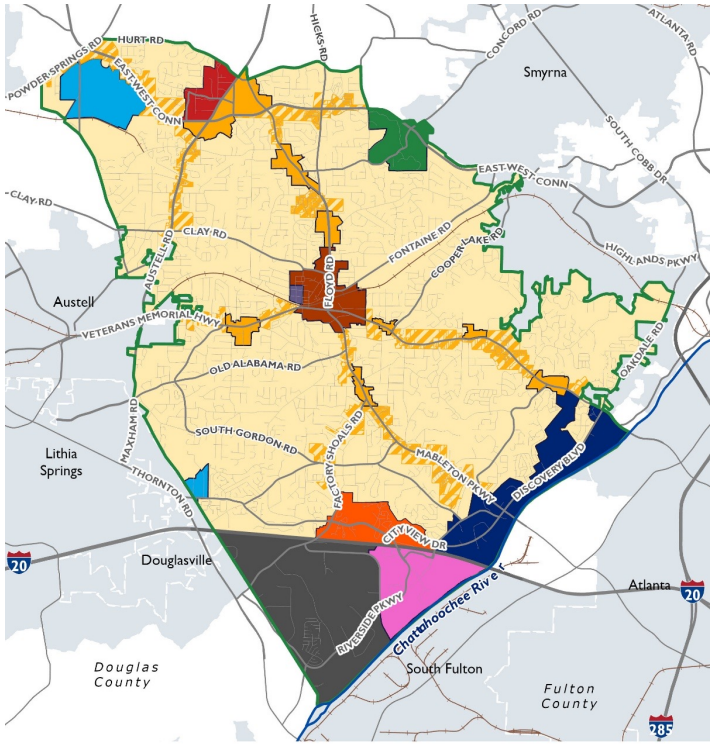
Has two main parts:

1. **Character areas** – large areas of similar character in Mableton. Each area is mapped, has a vision, guidance for appropriateness of all land uses (the "stoplight" chart), recommended number of stories, and implementation recommendations
2. **Future land use table** – this is the list of possible land uses in Mableton; part of character area guidance!



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Character Areas



City of Mableton // Basemap

- Chattahoochee River
- Mableton City Limits
- Surrounding Cities / Census Designated Places
- Workplace District
- Colonial Pipeline & Oak Ridge
- Suburban Neighborhoods - Transition
- Suburban Neighborhoods - Core
- Entertainment District
- River Line District
- Covered Bridge Historic Gateway
- Mixed-Use Villages
- Riverside Parkway
- Medical Center
- Historic Downtown
- New City Center

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Land Use Table

Sample Character	Name + Description
	**Large-Lot Residential**. Single-unit residential houses on lots generally at least 0.25 acres but typically larger.
	**Small-Lot Residential**. Single-unit residential houses on lots that are generally less than 0.25 acres.
	**Cottage Court.** Single-unit, small houses on a single site usually oriented around a common space.

Sample Character	Name + Description
	**2 to 4-unit Residential.** A building divided in up to four housing units; can be oriented either horizontally or vertically and often appears as a single large house.
	**Townhouses.** A series of attached single-unit houses with individual entrances and often small private yards.
	**Multi-Unit.** Buildings with multiple floors of housing units, which can be rental or condominiums.

Land Use Table

Sample Character	Name + Description
	**Senior Living**. Multi-unit housing with age restrictions, sometimes providing assisted living services.
	**Mixed Use**. A vertical mixture of uses in the same building (e.g. commercial on the ground floor with residential above). Can range in height from small-scale (2-3 stories) to mid-rise (4-6 stories) and taller.
	**Neighborhood Commercial**. Pedestrian-oriented commercial uses with a "light" footprint, such as local restaurants, retail, and offices.

Sample Character	Name + Description
	**Suburban Shopping Center**. Local commercial uses organized into shopping centers, served by more parking.
	**Heavy Commercial**. Commercial uses that are typically auto-oriented such as storage facilities, auto repair shops, and car washes.
	**Destination Commercial**. Larger scaled retail with a customer base that extends beyond the Mableton area, usually including a mix of local and national businesses, office, and entertainment uses.

Land Use Table

Sample Character	Name + Description
	**Hotels.** Multi-story commercial uses that provide temporary lodging for visitors.
	**Heavy Industrial**. Large-footprint industrial uses focused on manufacturing, warehousing and logistics, or other "intense" activities that should be separated from residential uses.
	**Craft Industrial**. Industrial uses that focus on small-scale production of goods, services, and some entertainment uses.
	**Utilities/Transportation**. Major transportation routes, public transit stations, power generation plants, water/wastewater plants, railroad facilities, cell towers, or other similar uses.

Sample Character	Name + Description
	**Civic**. Government uses at all levels, and Institutional land uses. Government uses include City buildings, police and fire stations, libraries, post offices, schools, etc. Examples of institutional uses include colleges, churches, cemeteries etc..
	**Medical Office**. Small-scale office buildings focused on the delivery of medical care and other medical services, but excluding pharmacies.
	**Parks and Open Space**. Land dedicated to active or passive recreational uses such as playgrounds, public parks, and nature centers.

Character Areas

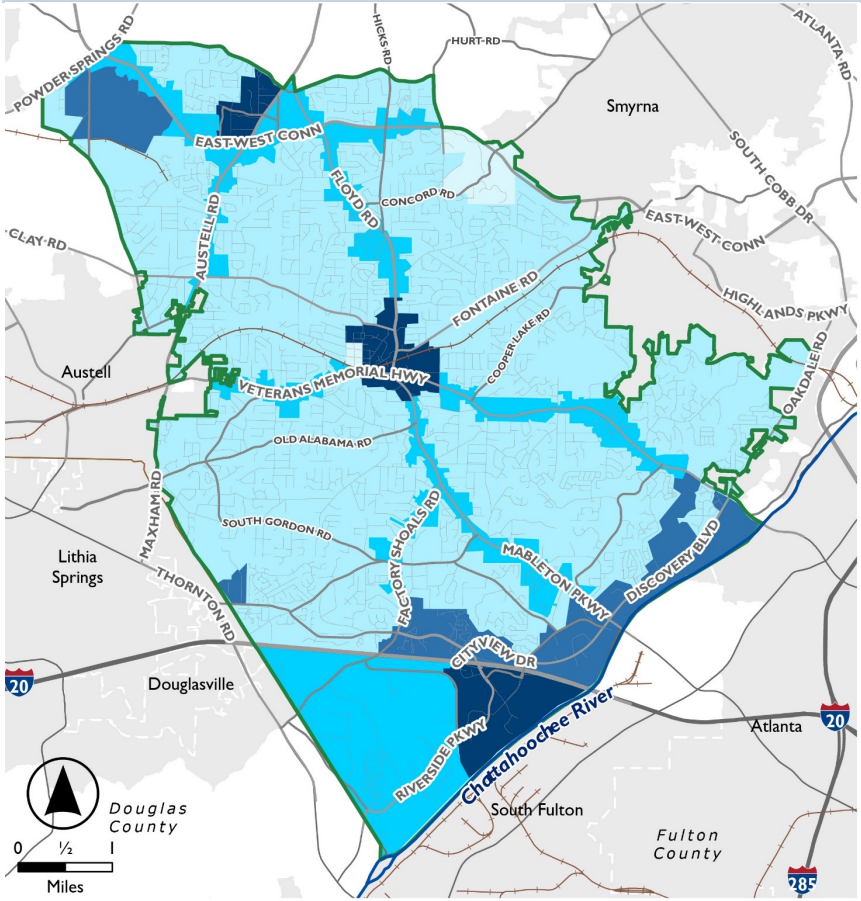
Stoplight	Land Uses	Considerations
Appropriate	Large-Lot Residential Small-Lot Residential Cottage Courts Civic Parks and Open Space Utilities and Transportation	
Appropriate with Considerations	2-4 Unit Residential Townhouses	Only allowed as part of master-planned developments
	Neighborhood Commercial	Allowed if adjacent to Silver Comet Trail
Not Appropriate	Multi-Unit Senior Living Mixed Use Suburban Shopping Center Heavy Commercial Destination Commercial Heavy Industrial Craft Industrial Medical Office Hotels	

What's the stoplight?

- If a land use is in the **green** part, it is generally appropriate for that character area
- If it's in the **yellow** part, it is only appropriate in certain situations and should have an extra level of review/scrutiny
- If it's in the **red** part, it is generally not appropriate and should not be built in the character area

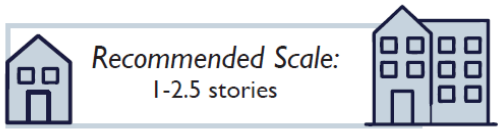
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Character Areas



What about density???

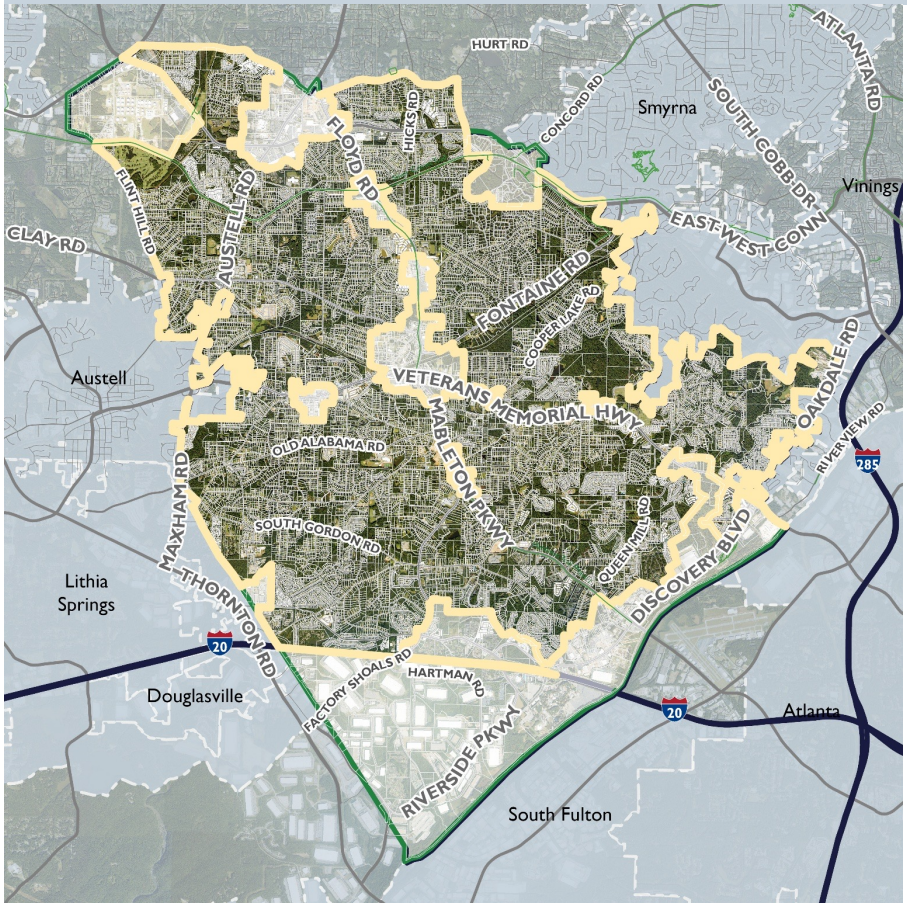
- Every character area has a suggested range of building stories



We also have a summary map of how this all fits together



Suburban Neighborhoods - Core

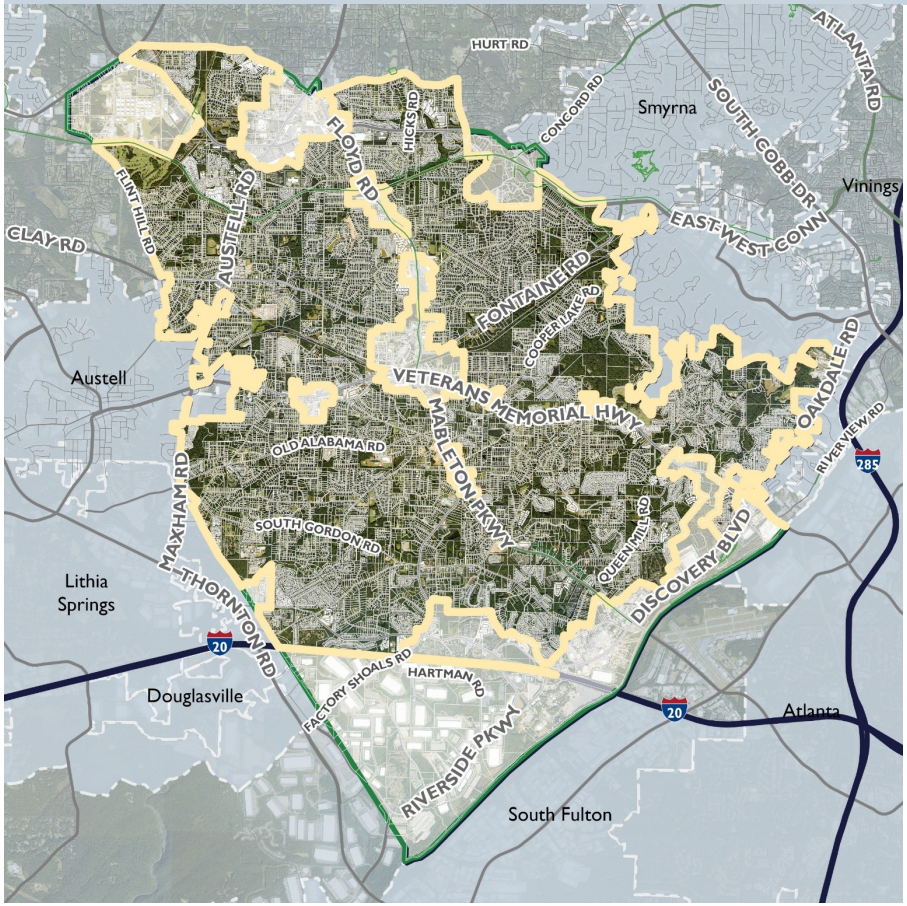


Continue to be **a primarily residential haven** with high-quality residences and community resources. The **character of these neighborhoods will be protected and enhanced**, particularly in terms of scale of buildings, walkability, and access to green/open space.



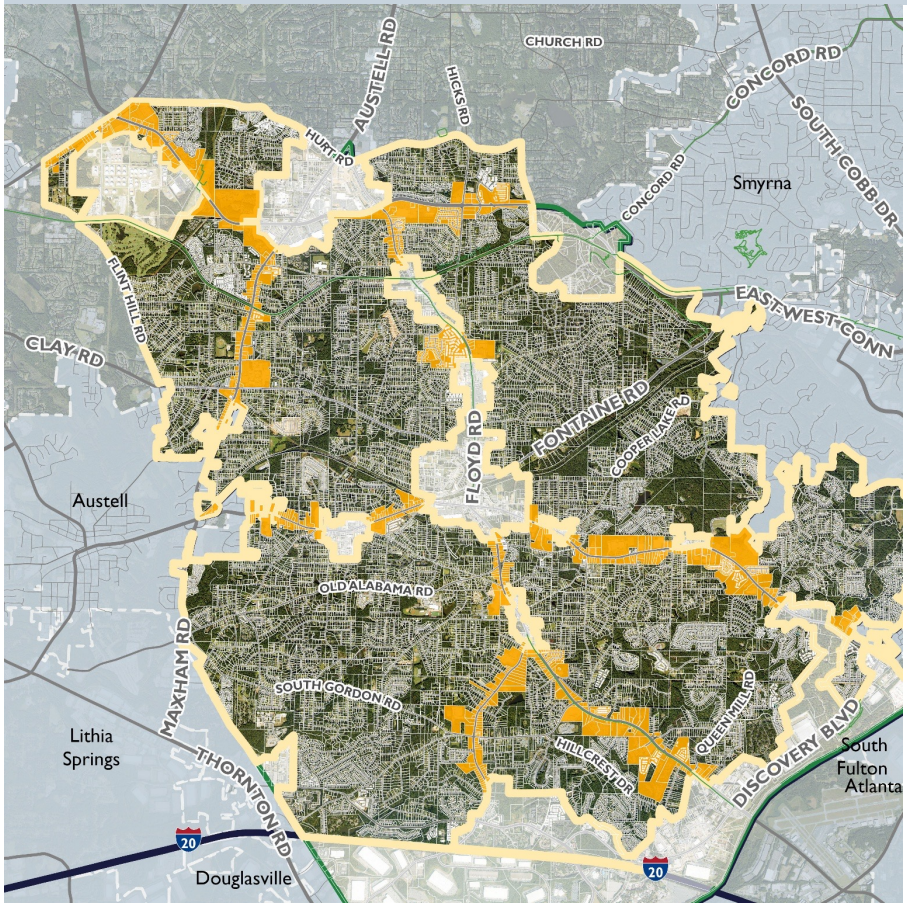


Suburban Neighborhoods - Core



	Land Uses	Considerations
Appropriate	Large-Lot Residential Small-Lot Residential Cottage Courts Civic Parks and Open Space Utilities and Transportation	
Appropriate with Considerations	2-4 Unit Residential Townhouses	Only allowed as part of master-planned developments
	Neighborhood Commercial	Allowed if adjacent to Silver Comet Trail
Not Appropriate	Multi-Unit Senior Living Mixed Use Suburban Shopping Center Heavy Commercial Destination Commercial Heavy Industrial Craft Industrial Medical Office Hotels	

Suburban Neigh. - Transitions

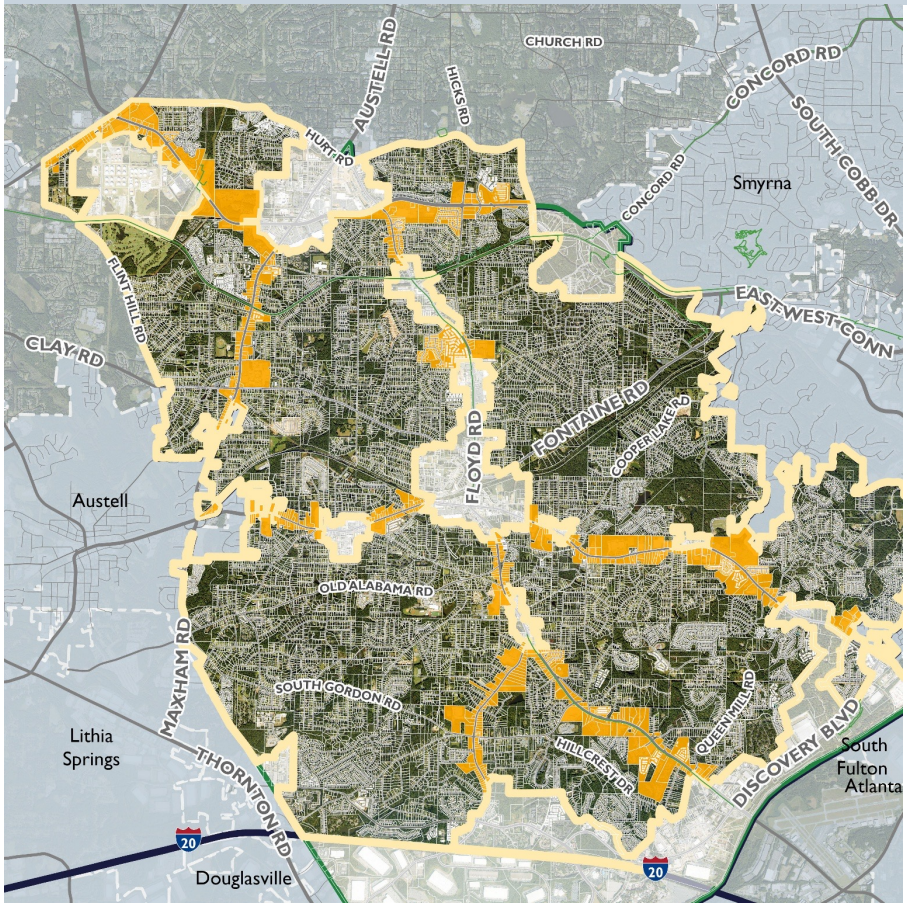


Along major corridors, allow for **gradual conversion of commercial uses** (especially auto-oriented commercial**) to redevelop into residential or neighborhood-serving commercial uses** that create a gentler transition between areas of high activity and interior residential areas.

- Austell Road
- East-West Connector
- Factor Shoals Road
- Floyd Road
- Mableton Parkway
- Powder Springs Road
- Veterans Memorial Highway

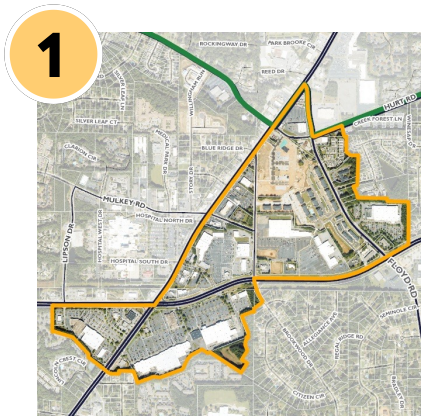


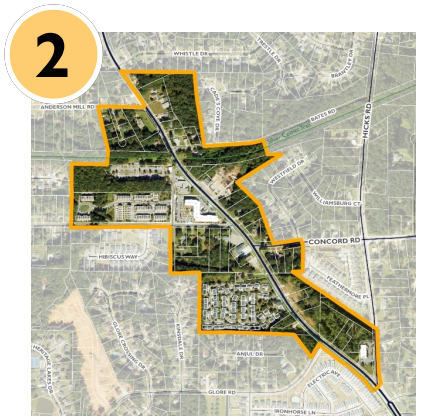
Suburban Neigh. - Transitions

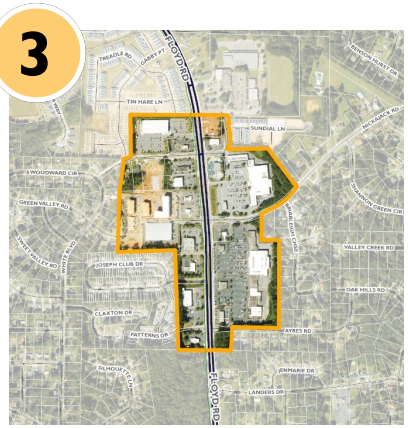


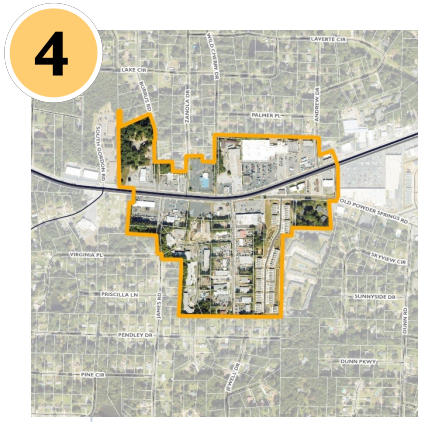
	Land Uses	Considerations
Appropriate	Large-Lot Residential Small-Lot Residential Cottage Courts Neighborhood Commercial Civic Medical Office Parks and Open Space Utilities and Transportation	
	2-4 Unit Residential Townhouses Multi-Unit Senior Living Mixed Use	Only allowed as part of master-planned developments; 3 or fewer stories
Appropriate with Considerations	Suburban Shopping Center	OK if adjacent to a Mixed-Use Village; must have vegetated buffers and landscaping; parking lots must include planted areas; shared access/curb cuts strongly encouraged
Not Appropriate	Destination Commercial Hotels Heavy Commercial Heavy Industrial Craft Industrial	

Mixed Use Villages









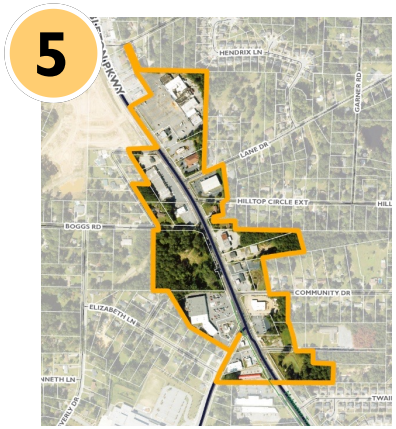
Highly walkable, neighborhood mixed-use districts; over time, redevelopment will reduce the amount of commercial uses along major roadways and concentrate them into well-designed commercial centers and villages that support a variety of lifestyles and activities.

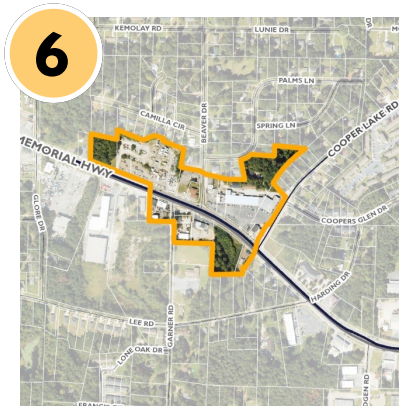
1. Austell Road, East-West Connector, Floyd Road
2. Floyd Road and the Silver Comet Trail
3. Floyd Road and Nickajack Road
4. Veterans Memorial Highway and Powell Drive

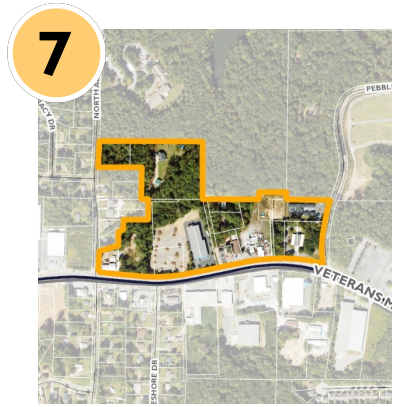




Mixed Use Villages









Highly walkable, neighborhood mixed-use districts; over time, redevelopment will reduce the amount of commercial uses along major roadways and concentrate them into well-designed commercial centers and villages that support a variety of lifestyles and activities.

5. Mableton Parkway, Lane Road, and Factory Shoals Road
6. Veterans Memorial Highway, Garner Road, and Beaver Drive
7. Veterans Memorial Highway between North Allen Road and Pebblebrook Road
8. Veterans Memorial Highway and Queen Mill Road





Mixed Use Villages



	Land Uses	Considerations
Appropriate	Mixed Use	If located adjacent to single-family, must have an appropriate transitional height
	Neighborhood Commercial Hotels Civic Medical Office Parks and Open Space Utilities and Transportation	
Appropriate with Considerations	Small-Lot Residential Cottage Courts 2-4 Unit Residential Townhouses	Appropriate if master-planned along with commercial space
	Multi-Unit Senior Living	Appropriate if master-planned with commercial space; if located adjacent to single-family, must have an appropriate transitional height
	Suburban Shopping Center	Must require vegetated buffers and screening along major roadways; parking lots must include planting areas
Not Appropriate	Large-Lot Residential Destination Commercial Heavy Commercial Heavy Industrial Craft Industrial	

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Medical Center



Support Wellstar Cobb as a hub for public health and employment by promoting greater mobility through pedestrian and bike facilities, enhanced landscaping, and placemaking. .





Medical Center



	Land Uses	Considerations
Appropriate	Senior Living Mixed-Use Neighborhood Commercial Hotels Civic Medical Office Parks and Open Space Utilities and Transportation	
Appropriate with Considerations	Multi-Unit	Must have frontage along Austell Road or East-West Connector
	Heavy Commercial	Require vegetated buffers and landscaping; parking lots must include planted areas
Not Appropriate	Large-Lot Residential Small-Lot Residential Cottage Courts 2-4 Unit Residential Townhouses Suburban Shopping Center Destination Commercial Heavy Industrial Craft Industrial	

Covered Bridge Hist. District



Will **remain a lush, historic area of Mableton** that celebrates the history of some of the earliest settlements in Mableton. Development should be **limited to no- or low-impact projects** that will enable the preservation and protection of the area



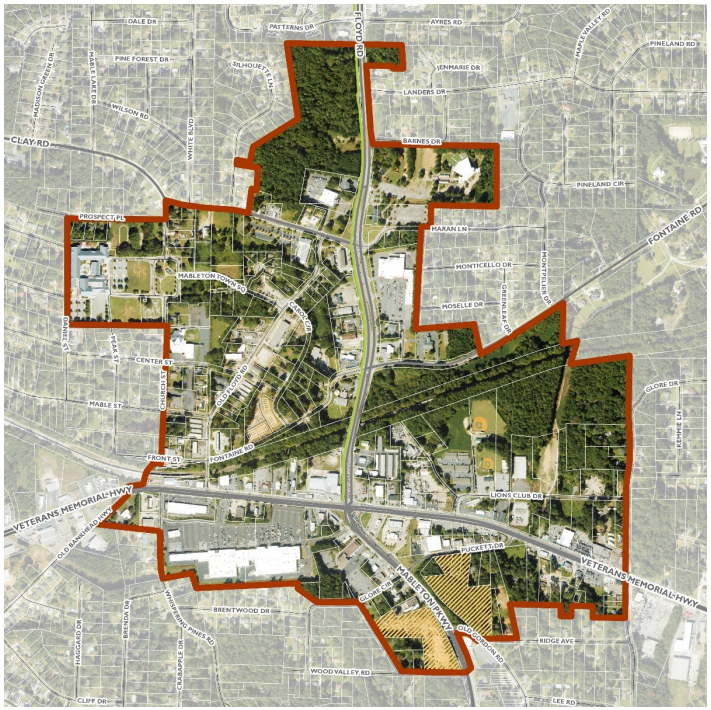


Covered Bridge Hist. District



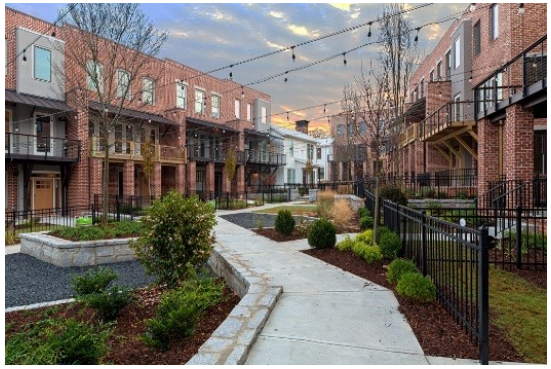
	Land Uses	Considerations
Appropriate	Large-Lot Residential Small-Lot Residential Cottage Courts	Must abide by design guidelines
	Parks and Open Space	
	Utilities and Transportation Civic	Should have operational reason/requirement to be located in Covered Bridge Historic District
Appropriate with Considerations	Neighborhood Commercial	Must abide by design guidelines
Not Appropriate	2-4 Unit Residential Townhouses Multi-Unit Senior Living Mixed-Use Suburban Shopping Center Heavy Commercial Destination Commercial Hotels Heavy Industrial Craft Industrial Medical Office	

New City Center



Mableton's central, walkable district. Recent development can encourage more housing and mixed-use, while improving walkability and public space. The area should have a strong connection to but not encroach upon Historic Downtown.

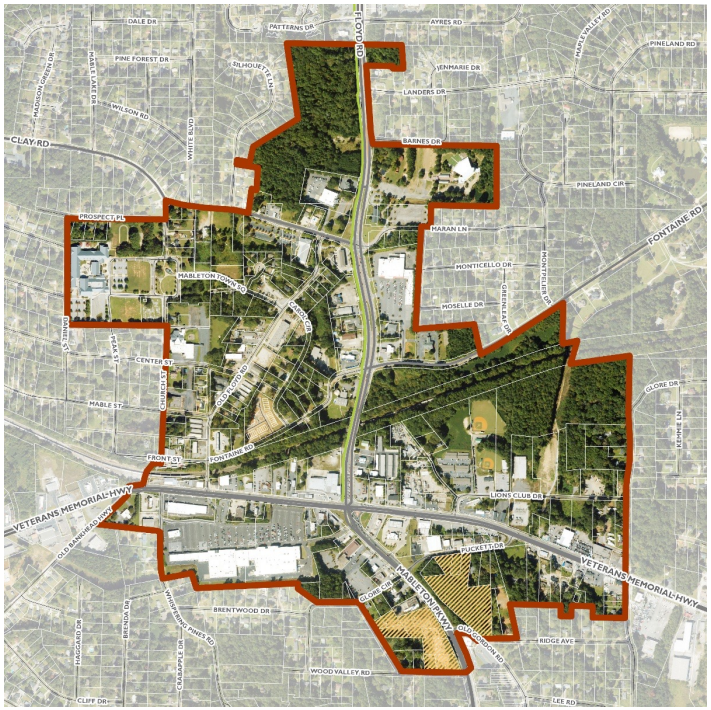




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New City Center



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	Land Uses	Considerations
Appropriate	Multi-Unit Senior Living Mixed-Use Neighborhood Commercial Destination Commercial Hotels Civic Medical Office Parks and Open Space	
	Utilities and Transportation	Should have operational reason/requirement to be located in New City Center
Appropriate with Considerations	Townhouses 2-4 Unit Residential	Appropriate if part of master-planned developments
	Craft Industrial	Design guidelines for semi-permanent uses
Not Appropriate	Large-Lot Residential Small-Lot Residential Cottage Court Suburban Shopping Center Heavy Commercial	

Historic Downtown



Historic Downtown will become **a civic and historic destination** at the backdoor of the new City Center. **Remaining historic structures should be preserved**, and properties in between historic structures should be developed with infill and streetscape improvements at a similar scale.





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Historic Downtown

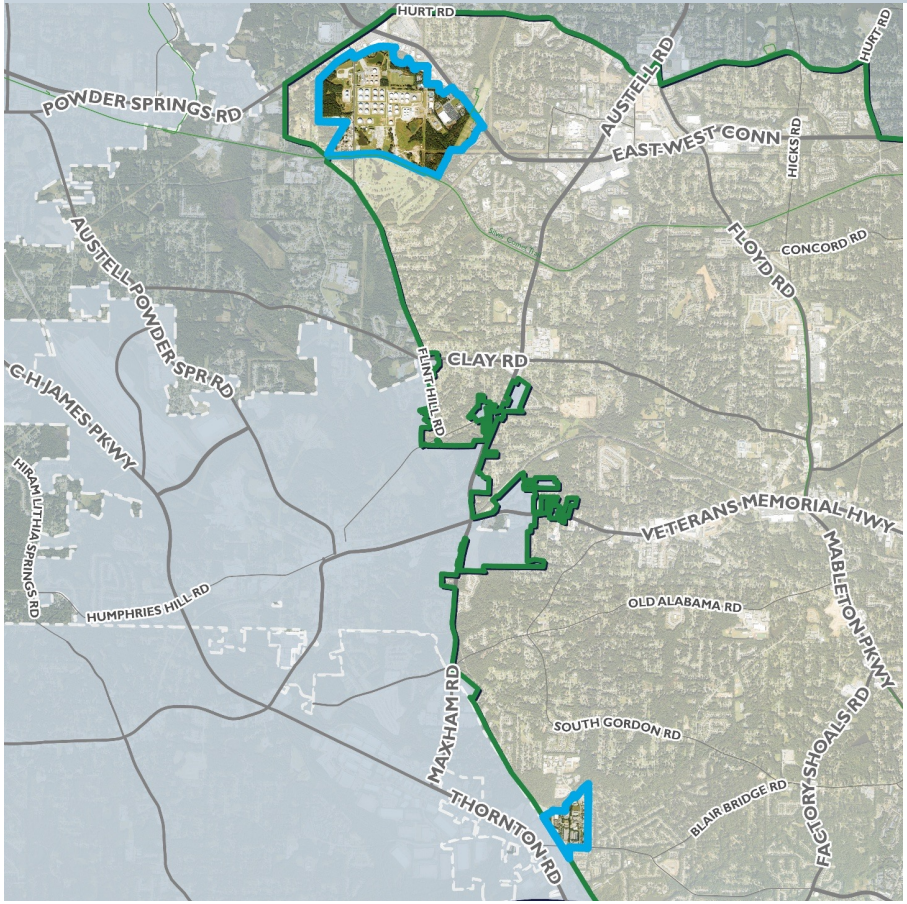


	Land Uses	Considerations
Appropriate	Large-Lot Residential Small-Lot Residential Cottage Courts 2-4 Unit Residential	Must abide by design guidelines
	Civic Parks and Open Space	
	Utilities and Transportation	Should have operational reason/requirement to be located in Covered Bridge Historic District
Appropriate with Considerations	Senior Living Mixed-Use	Must abide by design guidelines; limited to 2 stories
	Neighborhood Commercial	Must abide by design guidelines; allow conversion of single-family to commercial
Not Appropriate	Townhouses Multi-Unit Suburban Shopping Center Heavy Commercial Destination Commercial Hotels Heavy Industrial Craft Industrial Medical Office	

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Colonial Pipeline + Oak Ridge

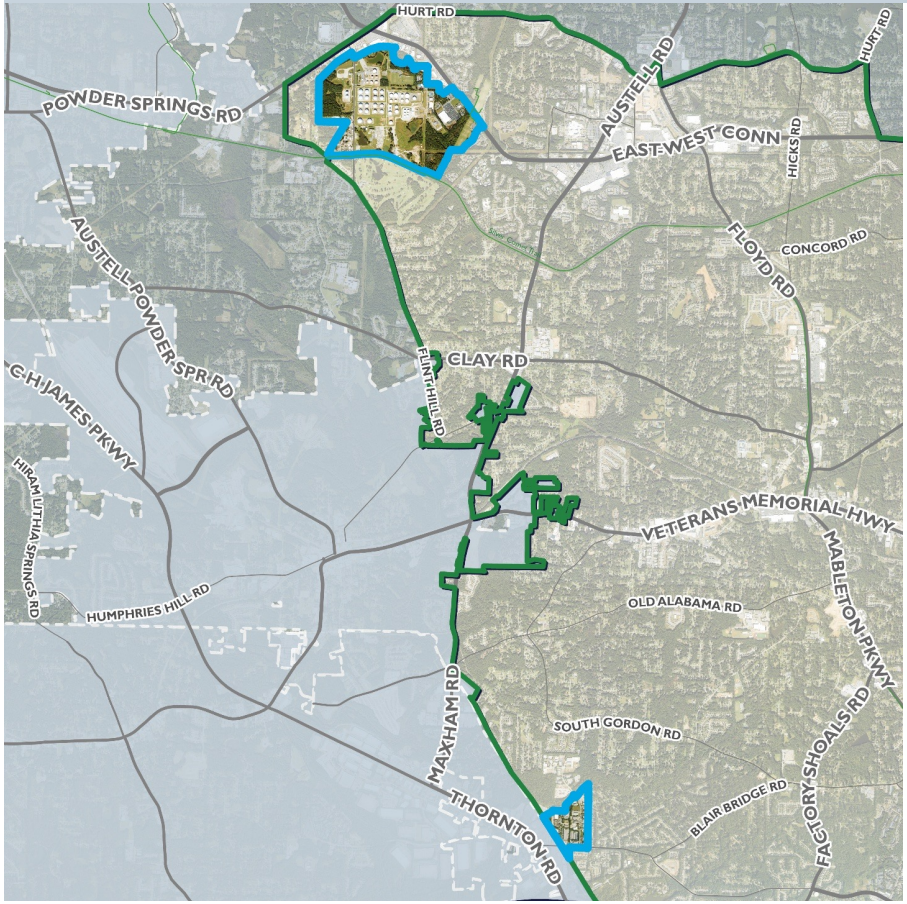


Support regionally important industrial uses and utilities, focusing less on land use change over time and more on public improvements such as streetscapes, landscaping, and safety measures.





Colonial Pipeline + Oak Ridge



	Land Uses	Considerations
Appropriate	Heavy Commercial Heavy Industrial Craft Industrial Medical Office Parks and Open Space Utilities and Transportation	
Appropriate with Considerations	Civic	Should have operational reason/requirement to be located in Colonial Pipeline and Oak Ridge
Not Appropriate	Large-Lot Residential Small-Lot Residential Cottage Courts 2-4 Residential Townhouses Multi-Unit Senior Living Mixed-Use Neighborhood Commercial Suburban Shopping Center Destination Commercial Hotels	

Riverside Parkway



A **vibrant residential area with well-maintained, safe housing units** suitable for a variety of household types. New investment in this area will prioritize affordability, gradually transforming the area into a mixed-use neighborhood with easy access to goods, services, and leisure



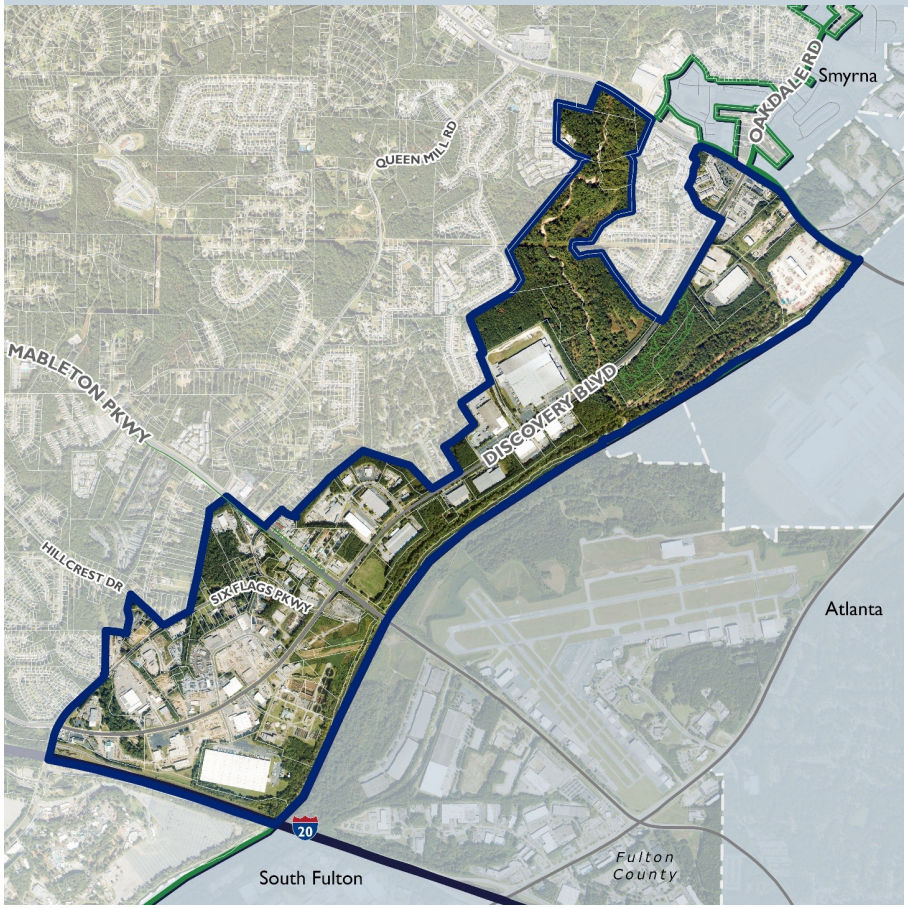


Riverside Parkway

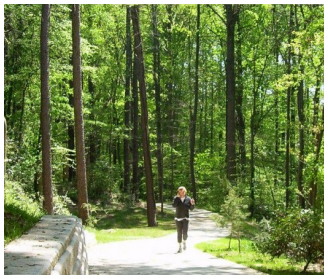


	Land Uses	Considerations
Appropriate	Small-Lot Residential Cottage Courts Multi-Unit Senior Living Mixed-Use Neighborhood Commercial Civic Medical Office Parks and Open Space Utilities and Transportation	
Appropriate with Considerations	2-4 Unit Residential Townhouses	Appropriate if part of master-planned developments
	Suburban Shopping Center Heavy Commercial	Must require vegetated buffers and landscaping; parking lots must include planted areas;
Not Appropriate	Large-Lot Residential Destination Commercial Hotels Heavy Industrial Craft Industrial	

River Line District



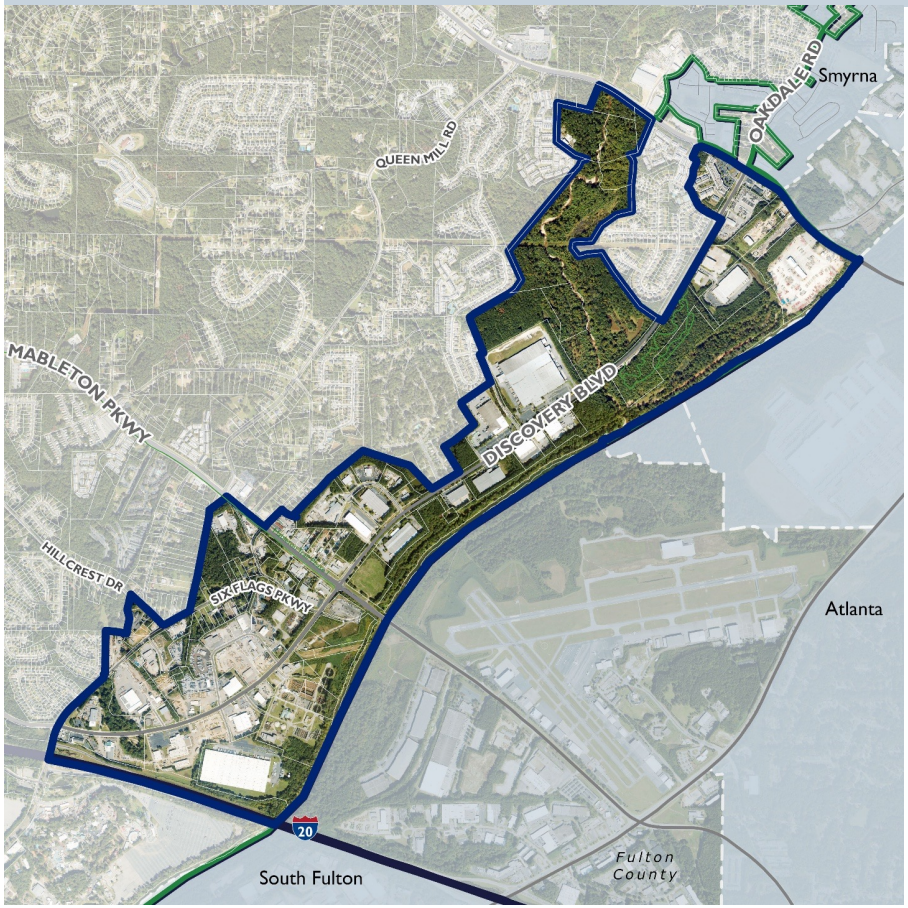
A unique eco-tourism district that celebrates the Chattahoochee River and its associated resources as the major amenities they are. **New mixed-use development, high-quality residential neighborhoods, craft industrial** that supports entertainment, and retail at the edges of the district would be **linked by greenways, large open spaces, and access to nature.**





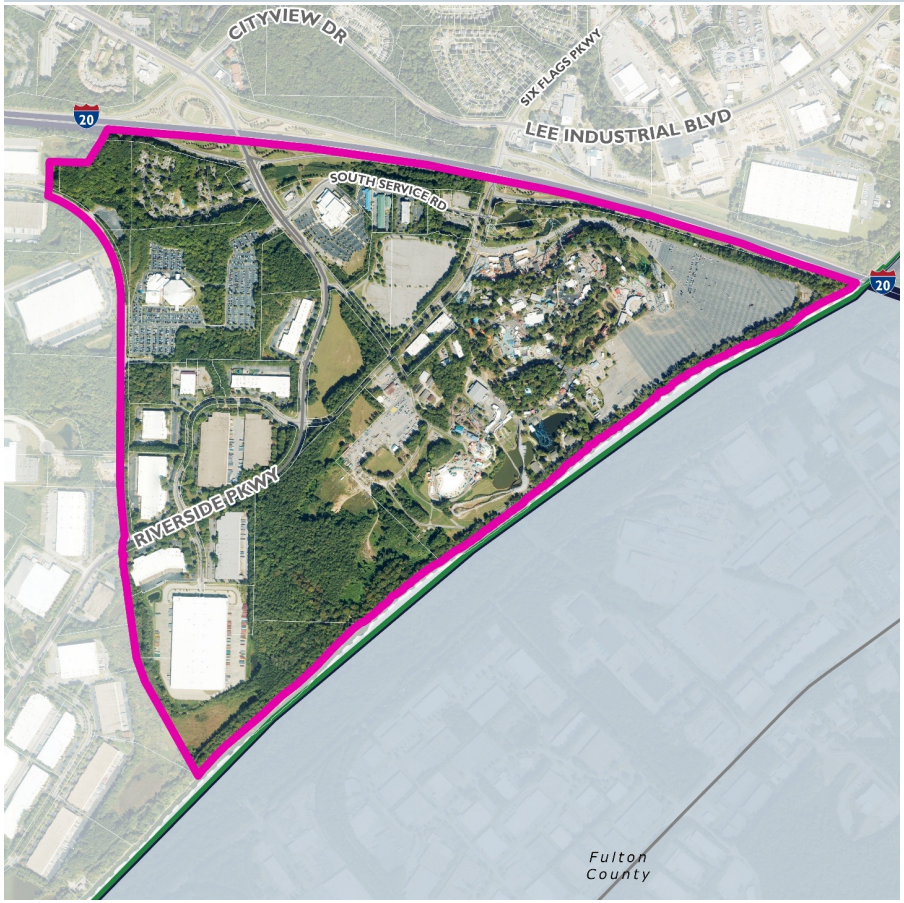


River Line District



	Land Uses	Considerations
Appropriate	Small-Lot Residential Cottage Courts 2-4 Unit Residential Townhouses Multi-Unit Senior Living Mixed-Use Neighborhood Commercial Hotels Civic Medical Office Parks and Open Space Utilities and Transportation	
Appropriate with Considerations	Craft Industrial	Must have minimal impact on natural resources
Not Appropriate	Large-Lot Residential Suburban Shopping Center Heavy Commercial Destination Commercial Heavy Industrial	

Entertainment District

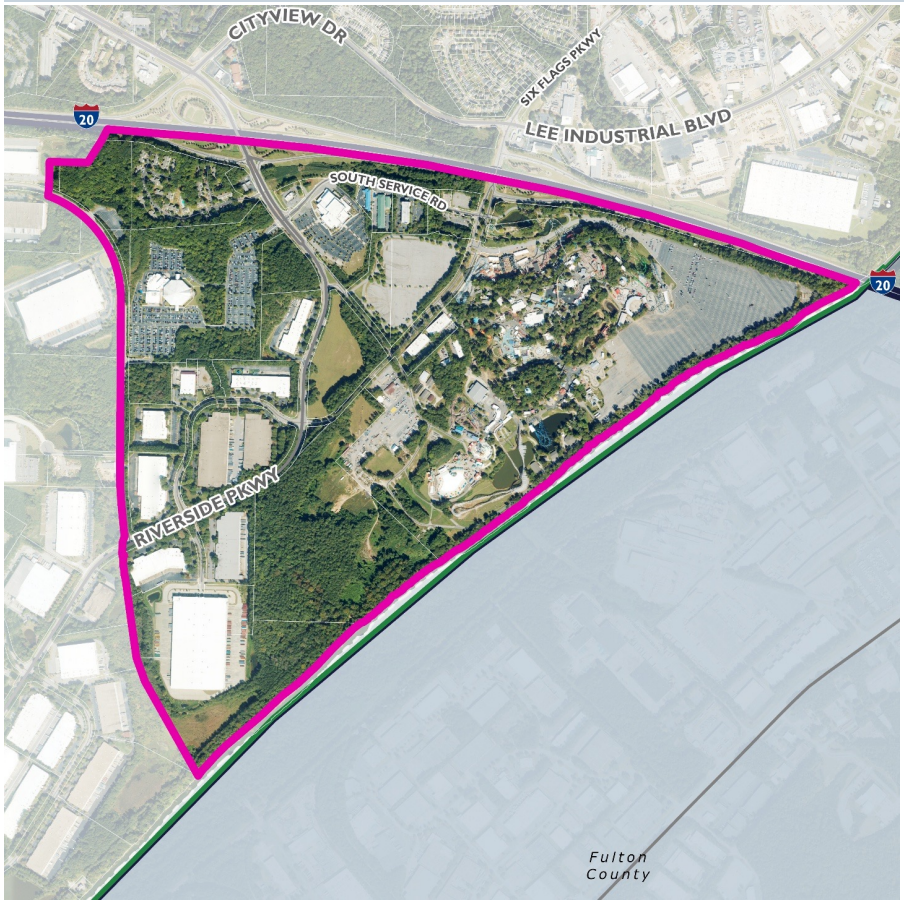


Build on the regional attraction of Six Flags, as well as local attractions like Riverside EpiCenter, to incrementally create a district that offers a **complete entertainment experience**. This would include high-quality dining, retail, and hotels and other accommodations for visitors, along with well-designed mixed-use development in strategic locations





Entertainment District



	Land Uses	Considerations
Appropriate	Multi-Unit Senior Living Mixed-Use Neighborhood Commercial Destination Commercial Hotels Civic Craft Industrial Medical Office Parks and Open Space Utilities and Transportation	
Appropriate with Considerations	2-4 Unit Residential Townhouses	Appropriate if part of master planned development
Not Appropriate	Large-Lot Residential Small-Lot Residential Cottage Courts Suburban Shopping Center Heavy Commercial Heavy Industrial	

Workplace District



Continue to be a successful place for **business and industry, providing both job opportunities and an enhanced tax base** for Mableton. Investment will improve access to this area from other parts of Mableton, promoting economic mobility and opportunity for residents, and ensure the area remains competitive for industry over the long term..





Workplace District



	Land Uses	Considerations
Appropriate	Heavy Commercial Heavy Industrial Medical Office Parks and Open Space Utilities and Transportation	
Appropriate with Considerations	Craft Industrial	Should be within 1/2-mile of Entertainment District
	Civic	Should have operational reason/requirement to be located in Workplace District
Not Appropriate	Large-Lot Residential Small-Lot Residential Cottage Court 2-4 Unit Residential Townhouses Multi-Unit Senior Living Mixed-Use Neighborhood Commercial Destination Commercial Hotels Suburban Shopping Center	

Community Work Program

Community Work Program

Required by the State of Georgia, this is the City's "To Do" list of projects, programs and initiatives for the next five years.

Mableton Community Work Program

Priority	#	Action	Timeline 2026	2027	2028	2029	2030	Lead	Potential Partners	Estimated Cost	Funding Source	Notes
		Enviromental Sustainability										
	ES.1	Implement River Line Historic Area Master Plan's recommendations for trails and greenspace along Nickajack Creek		X	X			Sustainability, Greenspace, and Beautification Department	River Line	TBD	TBD	None
	ES.2	Implement recommendations for the Chattahoochee RiverLands initiative and identify opportunities for new access points to the river		X	X	X	X	Sustainability, Greenspace, and Beautification Department	Trust for Public Land, ARC, River Line, consultant	TBD	TBD	None
	ES.3	Identify and map target clean-up areas, and develop partnerships for clean ups	x	x	x	x	x	Sustainability, Greenspace, and Beautification Department	HOAs, local community groups	Staff Time	N/A	None
	ES.4	Develop a 10-year work plan for environmental sustainability		x				Sustainability, Greenspace, and Beautification Department	Georgia Conservancy	$5,000	N/A	None
	ES.5	Explore how to bring a facility such as the Center for Hard to Recycle Materials (CHaRM) to Mableton to provide a viable alternative to illicit dumping	x					Sustainability, Greenspace, and Beautification Department	CHaRM (or similar)	Staff Time	N/A	None
	ES.6	Develop a parks and recreation master plan, including an inventory of current parks and recreation facilities in Mableton (including private recreation facilities); include plan for improved access to and interpretation of history/ culture of the Chattahoochee River and Nickajack Creek				x	x	Sustainability, Greenspace, and Beautification Department	Cobb County Parks, consultant	$50,000 (City share)	N/A	Would need to be part of broader Cobb County Parks and Recreation plan
	ES.7	Create an inventory of undeveloped or natural land.	x					Sustainability, Greenspace, and Beautification Department	N/A	Staff Time	N/A	None
	ES.8	Create an inventory of priority natural features and viewsheds, and develop plans for their preservation.		x	x	x	x	Sustainability, Greenspace, and Beautification Department	Trust for Public Land, Georgia Conservancy	$25,000	General Fund	None
	ES.9	Develop a plan for addressing flooding where Veterans Memorial Highway and Nickajack Creek intersect.*		x	x			Public Works	Consultant	$75,000	General Fund	None
	ES.10	Work with Cobb County Stormwater Management to update basin plan				x	x	Public Works	Cobb County Stormwater Management	Staff Time	N/A	None
	ES.11	Through corridor studies (see Items T.4-T.10), identify priority corridors for street trees and improved landscaping.	x	x	x	x	x	Sustainability, Greenspace, and Beautification Department	see T.4-T.10			
	ES.12	Provide resources and education on removing invasive species that are harmful to the tree canopy.	x	x	x	x	x	Sustainability, Greenspace, and Beautification Department	None	Staff Time	N/A	None

Priority	#	Action	Lead	Potential Partners	Estimated Cost	Funding Source	Notes
		Enviromental Sustainability - Longer Term					
	ES.1.1	Implement River Line Historic Area Master Plan's recommendations for trails and greenspace along Nickajack Creek	Sustainability, Greenspace, and Beautification Department	River Line	TBD	TBD	None

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Community Work Program

At a glance:

- 89 projects and initiatives:
  - 14 for Land Use
  - 11 for Economic Development
  - 8 for Housing
  - 32 for Transportation
  - 14 for Environment + Sustainability
  - 5 for Cultural Resources
  - 5 for Historic Resources

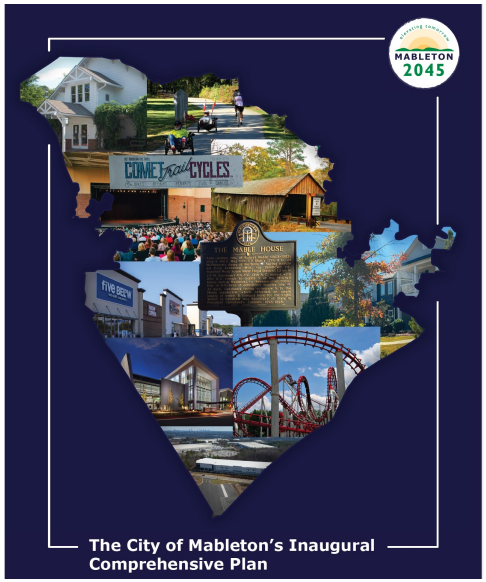


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Next Steps

- Presentation of Plan to City Council (Public Hearing): May 11 (today) and May 13
- If approved, submit draft to the State for Review
- Address comments, if any, from the State
- Finalize document
- Adoption by City Council in June or July

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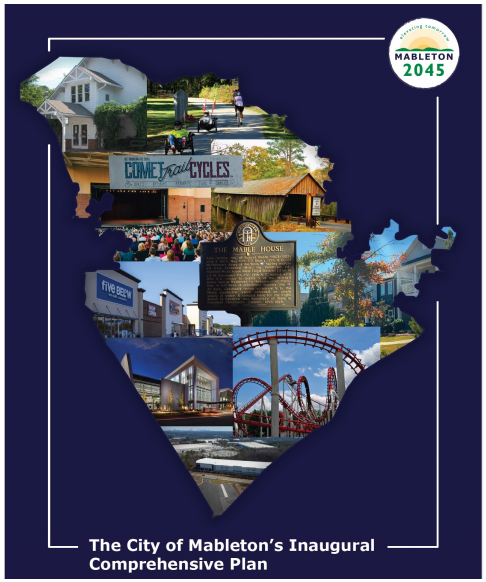
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The Ask/Next Steps

Does City Council approve transmission of the Comprehensive Plan to the State for Review?

Where's the DRAFT PLAN?

- Where's the DRAFT Mableton2045 Comprehensive Plan?
- It is at www.mableton2045 / Community Engagement / Meeting Contents



Questions?

Thank You!



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ALLISON STEWART-HARRIS
astewart-harris@tsw-design.com

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AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Meet Mableton Presentation - Economic Development Director Artie Jones and Chief Executive Officer of Cobb Travel & Tourism

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND: N/A

RECOMMENDATION:

ATTACHMENTS:
1. Mableton Tourism Board Slate
2. Meet Mableton Bylaws Rev. 5.6.26

City of Mableton

TOURISM BOARD SLATE



Will Amato
Draft Horse Productions

Will Amato is an award-winning screenwriter, producer, and founder of Draft Horse Productions, a Mableton–based video production company specializing in cinematic storytelling for corporate brands. As Creative Director, he leads the development and execution of scalable, high-impact content from concept through completion, combining narrative expertise with strategic business insight to drive engagement and strengthen brand positioning.



Nithi Anand, M.D.
Pickleball Kingdom

Dr. Nithi Anand is a board-certified neourologist with more than 25 years of experience managing various medical practices in the Atlanta area. Guided by a holistic approach to health and the philosophy that movement is medicine, Dr. Anand is committed to cultivating a Georgia-based pickleball community that inspires active, healthy living in an enjoyable way for everyone. His first indoor club is Pickleball Kingdom South Cobb in Mableton.



Dedra Brown-Harvey
Six Flags Over Georgia

As Marketing and Communications Manager at Six Flags Over Georgia, Dedra Brown-Harvey leads media planning, branding, public communications, community engagement, and event coordination across multiple parks. She excels at turning unique ideas into impactful campaigns, securing stakeholder support, and crafting messages that resonate with diverse audiences. Her career spans leadership roles in sales, corporate alliances, special events, and public relations, blending strategic vision with operational excellence.



Lenesia Cooper
GoGo Party Bus

Lenesia Cooper is the Founder and CEO of GoGo Party Bus, Atlanta's premier provider of luxury entertainment transportation. Since launching the family-owned business in 2011, she has grown it into a nationally-recognized brand, known for delivering unique, high-energy experiences. Based in Mableton, with more than 17 years of prior experience in information technology and business consulting, Cooper has advised Fortune 500 companies, including IBM and Accenture, bringing strategic insight and operational excellence.

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City of Mableton

TOURISM BOARD SLATE



Joshua-John Frank
Riverside EpiCenter

Joshua-John Frank serves as Strategic Marketing and Partnerships Architect at The Riverside EpiCenter in Mableton, where he builds public-private partnerships and develops community-centered initiatives that connect organizations, brands, and diverse audiences through purpose-driven experiences. He is also the Founder and Creative Director of Creative Vanguard Photography, a branding and media firm specializing in strategic communications and visual storytelling.



Keylan Mitchell
Mooyah Burgers, Shakes & Fries

Keylan Mitchell is the Co-Owner of Mooyah Burgers, Fries & Shakes in Mableton, and a dedicated small business leader committed to strengthening the local community. With more than 20 years of experience in marketing, public administration, and leadership, Keylan brings a strong background in building partnerships and driving positive organizational outcomes. Beyond his business, he is deeply invested in Mableton and the greater South Cobb area.



Jessica Merriman
Girl Scouts of Greater Atlanta

Jessica Merriman is a strategic nonprofit leader and relationship builder serving as Director of Community and Government Affairs for Girl Scouts of Greater Atlanta. In this role, she leads community engagement, government relations, and external partnerships to advance opportunities for girls across Georgia. As a lifelong Girl Scout, Jessica is passionate about creating pathways for all youth to build courage, confidence, and character. Her family has been proud to call Mableton home since 2012.



Julia Oliveira
Live Nation! at the Coca-Cola Roxy

Julia Oliveira is a results-driven Senior Sales Manager with more than a decade of experience in Atlanta's hospitality and special events industry. Currently leading sales efforts for Live Nation at the Coca-Cola Roxy, she specializes in identifying high-value opportunities and building strategic partnerships that drive market share and revenue growth. Fluent in English, Portuguese, and Spanish, Julia bridges the gap between creative event design and operational execution.

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TOURISM BOARD SLATE



Aisha Parke
Holiday Inn Express
EW-Connector

Aisha Parke is General Manager of the Holiday Inn Express EW-Connector and a seasoned hospitality executive with more than 25 years of experience. She has held senior leadership roles overseeing operations for globally-recognized brands such as Hilton, IHG, Marriott, Starwood, and Wyndham Hotels & Resorts. Aisha has a consistent track record of elevating service standards, optimizing operational performance, and delivering strong financial results in competitive hospitality environments.



Linda Pharr
Mableton Improvement
Coalition

A retired senior marketing and communications executive, Linda Pharr brings extensive expertise in business development, brand strategy, and integrated marketing. Over the course of her career, she held C-suite and managing director roles at major communications agencies, providing strategic guidance to Fortune 500 companies. She is a board member of the Mableton Improvement Coalition (MIC), serving as Vice-Chair and Chair of the Marketing Committee.



Larry Swafford
LGE Community
Credit Union

Larry Swafford serves as Branch Manager for LGE Community Credit Union in Mableton, where he oversees branch operations, fosters community and business relationships, and advances financial wellness initiatives. He is a financial services professional and dedicated community leader with extensive experience in civic engagement, nonprofit governance, and regional economic involvement.

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MEET MABELTON BYLAWS

Adopted XXX, XXX 2026

ARTICLE I
General

1.1 Name. The organization is incorporated under the laws of the State of Georgia and shall be known as the Meet Mableton Visitor & Tourism Authority, Inc. ("Meet Mableton").

1.2 Office Location. Meet Mableton's office address is registered with the Georgia Secretary of State as insert. Meet Mableton's office address shall at all times remain within the corporate limits of the City of Mableton, Georgia ("City").

1.3 Official Logo. Meet Mableton's official logo shall be as follows:

1.4 Purpose. The purpose of Meet Mableton shall be:

(1) To serve as a destination marketing organization and promote business, tourism, trade, and conventions for the City, as authorized under O.C.G.A. § 48-13-50 et al.;

(2) To promote the City as a destination for leisure, group, and sports travel;

(3) To study, investigate, and develop plans for improving business and tourism in the City and implement such plans in order to attract businesses, visitors, and conventions to the City;

(4) To advise and recommend plans to the duly elected governing authority of the City ("City Council") for the development of business and tourism in the City; and

(5) To otherwise promote public interest in the general improvement of business and tourism in the City.

1.5 Operational Compliance. Meet Mableton shall operate as a 501(c)(6) entity as set furth under of the federal Internal Revenue Code, and shall observe all applicable local, state and federal laws.

1.6 Distribution of Assets Upon Dissolution. In the event of the liquidation or dissolution of Meet Mableton, whether voluntary or involuntary, the balance of all money and other property received by Meet Mableton from any source, after payment of all debts and obligations of the corporation, shall be paid over to the City. Additionally, upon Meet Mableton's liquidation or dissolution, no member shall be entitled to any distribution or division of Meet Mableton's remaining property, assets or proceeds.

ARTICLE II
Board of Directors

2.1 Governance. The governance, policy-making responsibilities, business, and affairs of Meet Mableton shall be vested in its Board of Directors ("Board"), subject to limitations imposed by applicable law, these bylaws and/or any agreement entered into with the City for service as the City's destination marketing organization. Meet Mableton's actions and decisions shall be made by majority vote of the members of the Board present at any meeting.

2.2 Eligibility. To be eligible to serve on Meet Mableton's Board, individuals must 1) reside or work in the City and 2) be employed and/or have work experience in industries pertaining to hospitality, tourism, attractions, community advocacy, event venues, film, finance, lodging, travel, music, performing arts, restaurant, small business, travel and/or transportation.

2.3 Composition. The Board shall consist of eleven (11) Board members. The initial voting Board members shall be selected by majority vote of Meet Mableton's incorporator(s) and organizers(s). Board members shall be selected thereafter by majority vote of the Board in accordance with the eligibility and criteria requirements under these bylaws, or by any agreement which may exist between Meet Mableton and the City. Board members shall serve the following terms until their successors are selected and qualified:

Position	Criteria	Term Length (years)
1	Must reside in the City	3
2	Must reside and work in the City	3
3	Must reside and work in the City	3
4	Must work in the City	3

5	Must work in the City	3
6	Must work in the City	2
7	Must work in the City	2
8	Must work in the City	2
9	Must work in the City	1
10	Must work in the City	1
11	Must work in the City	1

2.4 Quorum. Six (6) Board members shall constitute a quorum for the transaction of business at any meeting of the Board.

2.5 Removal. Board members may be removed by majority vote of the Board, with or without cause, or pursuant to any agreement which may exist between Meet Mableton and the City.

2.6 Vacancies. Vacancies shall be filled by the Board by a majority vote from nominees submitted by any Board member.

2.7 Meetings. The Board shall meet at least once a month and at such other times as the Board deems necessary. The Board Chairman or a majority of the Board may call a meeting.

2.8 Notices, Agenda, Minutes and Records. Board notices, agendas, meetings and minutes shall be facilitated in accordance with the Georgia Open Records Act and Open Meetings Act during all times that Meet Mableton serves as a destination marketing organization for the City and/or is treated or defined as a public agency under Georgia law.

2.9 Ex-Officio Members. The Board shall be aided by four (4) non-voting ex-officio Meet Mableton members ("Ex-Officio members") who shall be appointed and removed by the City, in the City's discretion. Ex-Officio members shall not vote on Board matters, but shall be authorized to attend Board meetings and participate in Board discussions.

2.9 Compensation and Reimbursement. Meet Mableton members shall not receive any compensation for their service with Meet Mableton, but may be reimbursed for reasonable expenses incurred in the performance of their duties, as authorized by the Board.

3.0 General Form of Agenda. The Chairman shall set the agenda for Board meetings. Unless determined otherwise by the Board Chair, the general form of the agenda for regular monthly Board meetings shall be as follows:

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
4. Reports and Updates
5. Old Business
6. New Business
7. Member/Staff Announcements
8. Adjournment

3.1. **Parliamentary Authority**. The current edition of *Robert's Rules of Order* shall be the final source of authority in all questions of parliamentary procedure when such rules are not inconsistent with these bylaws, and/or any agreement in place with the City.

ARTICLE III
Officers

3.1 Determination of Officers. The Board shall select officers from among its Board members, by majority vote, at its first meeting annually.

3.2 Duties of Officers.

a) **Chairman**. The Chair shall serve as the chief officer of Meet Mableton and shall preside at all Board meetings.

b) Vice-Chair. The Vice-Chair shall assist the Chairman in his/her duties and perform any other duties as needed to carry out the purposes of the Board. In the absence or disability of the Chairman, the Vice-Chair shall be authorized to perform the duties and responsibilities of the Chairman.

c) Secretary. The Secretary shall assist the Board with notice requirements, record keeping and minutes, when City and/or Meet Mableton staff is unavailable, which may include keeping or causing to be kept a book of minutes of all Board meetings.

d) **Treasurer**. The Treasurer shall be responsible for the safeguarding of all funds received by Meet Mableton and their proper disbursement. Such funds shall be kept on deposit in financial institutions approved by the Board, with exception that all Meet Mableton funds shall be kept, maintained and disbursed by the City for Meet Mableton's use during all times that Meet Mableton serves as a destination marketing organization for the City. The Treasurer shall work with City and/or Meet Mableton staff to help cause for a quarterly financial report to be made to the Board.

ARTICLE IV
Finances and Operations

4.1 Disbursements. Upon approval of the budget, the Chairman and/or Treasurer is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the Board.

4.2 Fiscal Year. Meet Mableton's fiscal year shall be from July 1 through June 30.

4.3 Budget. As soon as possible after the election of the new Board and officers, the Executive Director and Treasurer shall present the budget for the coming year to the Board for approval and adoption, unless required otherwise pursuant to an agreement with the City.

4.4 Annual Audit. The accounts of Meet Mableton shall be audited annually as of the close of business on June 30 by a certified public accountant. The audit may be performed in conjunction with the City's annual audit, as may be authorized by the City.

4.5 Assistance. The Board may appoint, select and/or employ such officers, agents and employees as it deems necessary to exercise Meet Mableton's powers, duties and functions as prescribed by these bylaws, applicable law and/or any agreement with the City.

ARTICLE V
Bylaws Amendments

5.1. Revisions. These bylaws may be amended or altered by a majority vote of the Board, with exception that all bylaw amendments shall require the City's consent where Meet Mableton serves as a destination marketing organization for the City and/or is funded by money received while serving as a destination marketing organization for the City.

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: FY 2026 3rd Quarter Financial Review - Finance Director Karen Ellis

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. Financial Report Q3 202603 Final
2. Council Presentation FY2026 QTR 3

CITY OF MABLETON - NOTES TO THE FINANCIAL STATEMENTS*
For 3rd Quarter Ending March, 31, 2026

Financial Overview / Highlights

The City is currently at **75%** of the Fiscal Year. Our fiscal year begins July 1 and ends June 30.

GENERAL FUND

- Total revenue collections are $18,838,224 , 108.47% of budgeted revneue year to date.
- Total expenditures to-date are $8,657,380 , 42.53% of budgeted expenditures year to date.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Explanation
Revenues				
Franchise Taxes	$3,512,096	$2,265,000	155.06%	*Collected more than estimated*
Business & Occupational Tax	$2,106,054	$2,500,000	84.24%	*Revenues on target*
Insurance Premium Tax	$8,385,135	$8,380,000	100.06%	*Collected more than estimated*
Licenses & Permits	$1,743,748	$1,000,000	174.37%	*Trending above budget estimates*
Interest	$411,333	$20,000	2056.66%	*Trending above interest estimates*
Expenditures				
Risk Management	$48,755	$85,000	57.36%	*Liability Insurance paid in full for year*

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

City of Mableton
CASH & INVESTMENTS

For 3rd Quarter Ending March, 31, 2026

CASH / INVESTMENT	INTEREST RATE	ACCT BALANCE
	CITY OF MABLETON	
TRUIST BANK		
CHECKING	0.00%	$1,383,641
TOTAL TRUIST		**$1,383,641**
UNITED BANK		
MONEY MARKET	3.10%	$5,262,859
TOTAL UNITED BANK		**$5,262,859**
GEORGIA FUND 1		
POOLED INVESTMENT	3.68%	$14,325,623
TOTAL GEORGIA FUND 1		**$14,325,623**
TOTAL CASH & CASH EQUIVALENTS		**$20,972,123**
	MABLETON URBAN REDEVELOPMENT AGENCY	
UNITED BANK		
SERIES 2024 MONEY MARKET	4.03%	$2,036,182
TOTAL UNITED BANK		**$2,036,182**
TRUIST BANK		
SERIES 2024 INVESTMENT	3.51%	$1,063,335
TOTAL TRUIST BANK		**$1,063,335**
TOTAL CASH & CASH EQUIVALENTS		**$3,099,517**

City of Mableton
GENERAL FUND
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For 3rd Quarter Ending March, 31, 2026

	Current Period Actuals	Year-to-Date Actuals	Annual Budget	Budget Available + (-)	% Budget Actual	Projected Year End 6/30/2026
Revenues						
Property Taxes (TAVT)	632,291	1,913,197	2,850,000	936,803	67%	4,591,672
Franchise Taxes	3,116,737	3,512,096	2,265,000	(1,247,096)	155%	14,848,386
Excise Taxes	52,496	87,107	-	(87,107)	0%	348,430
Business & Occupational Tax	1,164,081	2,106,054	2,500,000	393,946	84%	5,012,107
Insurance Premium Tax	-	8,385,135	8,380,000	(5,135)	100%	8,385,135
Licenses & Permits	504,798	1,743,748	1,000,000	(743,748)	174%	2,737,496
Charges for Services	227,869	519,474	211,000	(308,474)	246%	1,038,948
Fines & Forfeitures	8,455	8,455	-	(8,455)	0%	33,820
Interest	196,656	411,333	20,000	(391,333)	2057%	822,666
Miscellaneous	2,989	8,569	-	(8,569)	0%	8,569
Other Financing Sources	52,847	143,055	140,625	(2,430)	102%	286,110
Total Revenues	**5,959,219**	**18,838,224**	**17,366,625**	**(1,471,598)**	**108.47%**	**38,113,339**
Expenditures						
City Council	83,436	246,877	490,100	243,223	50.37%	493,754
City Mayor	118,469	369,440	508,300	138,860	72.68%	738,880
City Manager	269,381	551,786	794,800	243,014	69.42%	1,253,571
City Clerk	87,763	214,700	421,350	206,650	50.96%	494,400
Finance & Administration	250,936	715,267	1,374,260	658,993	52.05%	1,530,534
City Attorney	145,177	176,732	600,000	423,268	29.46%	2,195,784
Information Technology	229,798	404,519	951,100	546,581	42.53%	1,284,038
Human Resources	125,796	316,875	679,400	362,525	46.64%	783,751
Risk Management	-	48,755	85,000	36,245	57.36%	75,000
Facilities & Property Management	357,306	666,717	1,796,900	1,130,183	37.10%	1,801,435
Communications	147,993	335,916	584,050	248,134	57.51%	771,832
General Administration	228	4,853	234,700	229,847	2.07%	209,707
Municipal Court	157,042	277,000	730,900	453,900	37.90%	954,000
Sustainability Waste & Beautification	75,757	174,016	481,400	307,384	36.15%	531,032
Parks & Recreation	62,331	166,916	818,900	651,984	20.38%	1,033,832
Community Development	732,978	1,797,853	2,827,600	1,029,747	63.58%	3,970,705
Code Enforcement	208,382	536,003	1,058,200	522,197	50.65%	1,372,006
Economic Development	134,484	311,359	618,800	307,441	50.32%	822,719
Other Financing Uses	390,000	1,341,795	5,300,333	3,958,538	25.32%	5,300,333
Total Expenditures	**3,577,257**	**8,657,380**	**20,356,093**	**11,698,714**	**42.53%**	**25,617,313**
Change in Fund Balance	**2,381,962**	**10,180,843**	**(2,989,468)**	**(13,170,312)**		**12,496,026**
Fund Balance - Beginning		7,919,851	7,565,466			7,919,851
Fund Balance - Ending		**18,100,694**	4,575,998			20,415,877

City of Mableton
TREE FUND
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For 3rd Quarter Ending March, 31, 2026

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

City of Mableton
MULTIPLE GRANT FUND
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For 3rd Quarter Ending March, 31, 2026

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Intergovernmental Revenue					
Local Government Grants	$ 24,000	$ 24,000	$ -	$ (24,000)	
State Government Grants	-	-	$ -	$ -	
Total Revenues	$ 24,000	$ 24,000	$ -	$ (24,000)	
EXPENDITURES					
Current:					
Professional Services	$ -	$ -	$ -	$ -	
Total Expenditures	$ -	$ -	$ -	$ -	
OTHER FINANCING SOURCES (USES)					
Transfers in from General Fund	$ -	$ -	$ -	$ -	
Total Other financing sources/uses	$ -	-	$ -	$ -	
Net change in fund balances	24,000	24,000	-	(24,000)	
Fund balance - beginning		-	-		
Fund balance - ending		24,000	$ -		

City of Mableton
SPECIAL SERVICE DISTRICT-SIX FLAGS FUND
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For 3rd Quarter Ending March, 31, 2026

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Real Property Tax-Current Year	$ 257,856	$ 1,390,467	$ 1,250,000	$ 140,467	111%
Interest Revenues	-	2,499	-	2,499	100%
Total Revenues	$ 257,856	$ 1,392,966	$ 1,250,000	$ 142,966	111%
EXPENDITURES					
Contracted Services	$ -	$ -	$ 54,000	$ 54,000	
Contingency	-	-	1,196,000	1,196,000	
Total Expenditures	$ -	$ -	$ 1,250,000	$ 1,250,000	
Excess of revenues over expenditures	$ 257,856	$ 1,392,966	$ -		
Net change in fund balances		$ 1,392,966	$ -		
Fund balances - beginning		-	-		
Fund balances - ending		$ 1,392,966	$ -		

City of Mableton
SPECIAL SERVICE DISTRICT-PUBLIC SAFETY FUND
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For 3rd Quarter Ending March, 31, 2026

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Real Property Tax-Current Year	$ -	$ -	$ -	$ -	
Interest Revenues	-	-	-	-	
Total Revenues	$ -	$ -	$ -	$ -	
EXPENDITURES					
Intergovernmental Agreements	$ -	$ -	$ 3,000,000	$ 3,000,000	
Contingency	-	-	-	-	
Total Expenditures	$ -	$ -	$ 3,000,000	$ 3,000,000	
OTHER FINANCING SOURCES (USES)					
Transfers in from General Fund	$ -	$ -	$ (3,000,000)	$ (3,000,000)	
Total Other financing sources and uses	$ -	$ -	$ (3,000,000)	$ (3,000,000)	
Net change in fund balances	-	-	3,000,000	3,000,000	
Excess of revenues over expenditures	$ -	$ -	$ (3,000,000)		
Net change in fund balances		$ -	$ -		
Fund balances - beginning		-	-		
Fund balances - ending		$ -	$ -		

City of Mableton
HOTEL/MOTEL TAX FUND
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For 3rd Quarter Ending March, 31, 2026

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Taxes					
Hotel/Motel Taxes	$ 140,092	381,480	$ 375,000	$ (6,480)	102%
Total Revenues	$ 140,092	381,480	$ 375,000	$ (6,480)	102%
OTHER FINANCING SOURCES (USES)					
Transfers out to General Fund	$ (52,535)	(143,055)	$ (140,625)	$ 2,430	102%
Transfers out to Meet Mableton	$ (87,558)	(238,425)	(234,375)	4,050	102%
Total Other financing sources/uses	$ (140,092)	(381,480)	$ (375,000)	$ 6,480	102%
Net change in fund balances	-	-	-	-	
Fund balance - beginning		-	-		
Fund balance - ending		-	$ -		

City of Mableton
RENTAL MOTOR VEHICLE EXCISE TAX FUND
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For First Quarter Ending March 31, 2026

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Sales & Use Taxes					
Rental Motor Vehicle Excise Tax	$ 35,468	35,468	$ -	$ (35,468)	
Total Revenues	$ 35,468	35,468	$ -	$ (35,468)	
OTHER FINANCING SOURCES (USES)					
Transfers out to General Fund	$ -	-	$ -	$ -	
Total Other financing sources/uses	$ -	-	$ -	$ -	
Net change in fund balances	35,468	35,468	-	(35,468)	
Fund balance - beginning		-	-		
Fund balance - ending		35,468	$ -		

City of Mableton
CAPITAL PROJECTS FUND
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For 3rd Quarter Ending March, 31, 2026

	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals Including Encumb	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES						
Charges for Service	$ -	$ -	$ -	$ -	$ -	
Interest Revenue	-	-	-	-	-	
Realized Gain or Loss on Investments	-	-	-	-	-	
Other Misc Revenue	-	-	-	-	-	
Total revenues	$ -	$ -	$ -	$ -	$ -	
EXPENDITURES						
Capital Outlay						
Finance	$ -	$ -	$ -	$ -	$ -	
Information Services	7,465	81,838	81,838	150,000	68,162	55%
General Govt Bldg	-	496,455	496,455	500,000	3,545	99%
Passive Parks/Greenspace	10,000	10,000	10,000	-	(10,000)	0%
Community Development	-	-	-	-	-	
Total Capital Outlay	$ 17,465	$ 588,293	$ 588,293	$ 650,000	$ 61,707	953%
Excess of revenues over expenditures	$ (17,465)	$ (588,293)	$ (588,293)	$ (650,000)	$ (61,707)	91%
OTHER FINANCING SOURCES (USES)						
Transfers in from General Fund	$ (350,000)	$ (1,050,000)	$ (1,050,000)	(1,400,000)	$ 350,000	75%
Proceeds of Sale of Assets	-	-	-	-	-	
Contingencies	-	-	-	750,000	750,000	
Total other financing sources and uses	$ (350,000)	$ (1,050,000)	$ (1,050,000)	$ (650,000)	$ 1,100,000	162%
Net change in fund balances	332,535	461,707	461,707	-		
Fund balance - beginning		-	-	-		
Fund balance - ending		$ 461,707	$ 461,707	$ -		

City of Mableton
URBAN REDEVELOPMENT AGENCY
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For 3rd Quarter Ending March, 31, 2026

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Interest Revenue	20,446	74,258	-	74,258	
Total revenues	$ 20,446	$ 74,258	$ -	$ 74,258	
EXPENDITURES					
Capital Outlay					
General Government Buildings	$ 50,000	$ 5,920,747	$ -	$ (5,920,747)	
Bond Principal	-	-	265,000	265,000	
Bond Interest	-	171,795	475,333	303,538	36%
Fiscal Agent's Fees	-	223,528	-	(223,528)	
Total Capital Outlay	$ 50,000	$ 6,316,070	$ 740,333	$ (5,575,737)	853%
Excess of revenues over expenditures	$ (29,554)	$ (6,241,812)	$ (740,333)	$ 5,649,995	
OTHER FINANCING SOURCES (USES)					
Transfers in from General Fund	$ -	$ 171,795	$ 740,333	$ (568,538)	23%
Revenue Bond Proceeds	-	6,740,000	-	6,740,000	
Total other financing sources and uses	$ -	$ 6,911,795	$ 740,333	$ 6,171,462	934%
Net change in fund balances		$ 669,983	$ -		
Fund balance - beginning		2,565,771	2,565,771		
Fund balance - ending		$ 3,235,754	$ 2,565,771		

CITY OF MABLETON

FY 2026 FINANCIAL REVIEW

Quarter 3: January – March 2026

Prepared by City of Mableton Finance Department



May 2026

CITY OF MABLETON - NOTES TO THE FINANCIAL STATEMENTS*
For 3rd Quarter Ending March, 31, 2026

Financial Overview / Highlights

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Interest	$411,333	$20,000	2056.66%	*Trending above interest estimates*
Expenditures				
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City of Mableton
CASH & INVESTMENTS

For 3rd Quarter Ending March, 31, 2026

CASH / INVESTMENT	INTEREST RATE	ACCT BALANCE
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TOTAL TRUIST		**$1,383,641**
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MONEY MARKET	3.10%	$5,262,859
TOTAL UNITED BANK		**$5,262,859**
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POOLED INVESTMENT	3.68%	$14,325,623
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MABLETON URBAN REDEVELOPMENT AGENCY		
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SERIES 2024 MONEY MARKET	4.03%	$2,036,182
TOTAL UNITED BANK		**$2,036,182**
TRUIST BANK		
SERIES 2024 INVESTMENT	3.51%	$1,063,335
TOTAL TRUIST BANK		**$1,063,335**
TOTAL CASH & CASH EQUIVALENTS		**$3,099,517**

General Fund

Revenues through 3/31/2026

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Revenues						
Property Taxes (TAVT)	632,291	1,913,197	2,850,000	936,803	67%	4,591,672
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Insurance Premium Tax	-	8,385,135	8,380,000	(5,135)	100%	8,385,135
Licenses & Permits	504,798	1,743,748	1,000,000	(743,748)	174%	2,737,496
Charges for Services	227,869	519,474	211,000	(308,474)	246%	1,038,948
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Interest	196,656	411,333	20,000	(391,333)	2057%	822,666
Miscellaneous	2,989	8,569	-	(8,569)	0%	8,569
Other Financing Sources	52,847	143,055	140,625	(2,430)	102%	286,110
Total Revenues	**5,959,219**	**18,838,224**	**17,366,625**	**(1,471,598)**	**108.47%**	**38,113,339**

Expenditures through 3/31/2026

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Information Technology	229,798	404,519	951,100	546,581	42.53%	1,284,038
Human Resources	125,796	316,875	679,400	362,525	46.64%	783,751
Risk Management	-	48,755	85,000	36,245	57.36%	75,000
Facilities & Property Management	357,306	666,717	1,796,900	1,130,183	37.10%	1,801,435
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Municipal Court	157,042	277,000	730,900	453,900	37.90%	954,000
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Parks & Recreation	62,331	166,916	818,900	651,984	20.38%	1,033,832
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Other Financing Uses	390,000	1,341,795	5,300,333	3,958,538	25.32%	5,300,333
Total Expenditures	**3,577,257**	**8,657,380**	**20,356,093**	**11,698,714**	**42.53%**	**25,617,313**

Tree Fund

Revenues & Expenditures

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

Multiple Grant Fund

Revenues & Expenditures

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Intergovernmental Revenue					
Local Government Grants	$ 24,000	$ 24,000	$ -	$ (24,000)	
State Government Grants	-	-	$ -	$ -	
Total Revenues	$ 24,000	$ 24,000	$ -	$ (24,000)	
EXPENDITURES					
Current:					
Professional Services	$ -	$ -	$ -	$ -	
Total Expenditures	$ -	$ -	$ -	$ -	
OTHER FINANCING SOURCES (USES)					
Transfers in from General Fund	$ -	$ -	$ -	$ -	
Total Other financing sources/uses	$ -	-	$ -	$ -	
Net change in fund balances	24,000	24,000	-	(24,000)	
Fund balance - beginning		-	-		
Fund balance - ending		24,000	$ -		

Six Flags Special Service District Fund

Revenues & Expenditures

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Real Property Tax-Current Year	$ 257,856	$ 1,390,467	$ 1,250,000	$ 140,467	111%
Interest Revenues	-	2,499	-	2,499	100%
Total Revenues	$ 257,856	$ 1,392,966	$ 1,250,000	$ 142,966	111%
EXPENDITURES					
Contracted Services	$ -	$ -	$ 54,000	$ 54,000	
Contingency	-	-	1,196,000	1,196,000	
Total Expenditures	$ -	$ -	$ 1,250,000	$ 1,250,000	
Excess of revenues over expenditures	$ 257,856	$ 1,392,966	$ -		
Net change in fund balances		$ 1,392,966	$ -		
Fund balances - beginning		-	-		
Fund balances - ending		$ 1,392,966	$ -		

Public Safety Special Service District Fund

Revenues & Expenditures

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Real Property Tax-Current Year	$ -	$ -	$ -	$ -	
Interest Revenues	-	-	-	-	
Total Revenues	$ -	$ -	$ -	$ -	
EXPENDITURES					
Intergovernmental Agreements	$ -	$ -	$ 3,000,000	$ 3,000,000	
Contingency	-	-	-	-	
Total Expenditures	$ -	$ -	$ 3,000,000	$ 3,000,000	
OTHER FINANCING SOURCES (USES)					
Transfers in from General Fund	$ -	$ -	$(3,000,000)	$(3,000,000)	
Total Other financing sources and uses	$ -	$ -	$(3,000,000)	$(3,000,000)	
Net change in fund balances	-	-	3,000,000	3,000,000	
Excess of revenues over expenditures	$ -	$ -	$ (3,000,000)		
Net change in fund balances		$ -	$ -		
Fund balances - beginning		-	-		
Fund balances - ending		$ -	$ -		

Hotel/Motel Tax Fund

Revenues & Expenditures

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Taxes					
Hotel/Motel Taxes	$ 140,092	381,480	$ 375,000	$ (6,480)	102%
Total Revenues	$ 140,092	381,480	$ 375,000	$ (6,480)	102%
OTHER FINANCING SOURCES (USES)					
Transfers out to General Fund	$ (52,535)	(143,055)	$ (140,625)	$ 2,430	102%
Transfers out to Meet Mableton	$ (87,558)	(238,425)	(234,375)	4,050	102%
Total Other financing sources/uses	$ (140,092)	(381,480)	$ (375,000)	$ 6,480	102%
Net change in fund balances	-	-	-	-	
Fund balance - beginning		-	-		
Fund balance - ending		-	$ -		

Rental Motor Vehicle Excise Tax Fund

Revenues & Expenditures

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Sales & Use Taxes					
Rental Motor Vehicle Excise Tax	$ 35,468	35,468	$ -	$ (35,468)	
Total Revenues	$ 35,468	35,468	$ -	$ (35,468)	
OTHER FINANCING SOURCES (USES)					
Transfers out to General Fund	$ -	-	$ -	$ -	
Total Other financing sources/uses	$ -	-	$ -	$ -	
Net change in fund balances	35,468	35,468	-	(35,468)	
Fund balance - beginning		-	-		
Fund balance - ending		35,468	$ -		

Capital Projects Fund

Revenues & Expenditures

	Current Period Actuals	Year-to-Date Actuals	Year-to-Date Actuals Including Encumb	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES						
Charges for Service	$ -	$ -	$ -	$ -	$ -	
Interest Revenue	-	-	-	-	-	
Realized Gain or Loss on Investments	-	-	-	-	-	
Other Misc Revenue	-	-	-	-	-	
Total revenues	$ -	$ -	$ -	$ -	$ -	
EXPENDITURES						
Capital Outlay						
Finance	$ -	$ -	$ -	$ -	$ -	
Information Services	7,465	81,838	81,838	150,000	68,162	55%
General Govt Bldg	-	496,455	496,455	500,000	3,545	99%
Passive Parks/Greenspace	10,000	10,000	10,000	-	(10,000)	0%
Community Development	-	-	-	-	-	
Total Capital Outlay	$ 17,465	$ 588,293	$ 588,293	$ 650,000	$ 61,707	953%
Excess of revenues over expenditures	$ (17,465)	$ (588,293)	$ (588,293)	$ (650,000)	$ (61,707)	91%
OTHER FINANCING SOURCES (USES)						
Transfers in from General Fund	$ (350,000)	$ (1,050,000)	$ (1,050,000)	(1,400,000)	$ 350,000	75%
Proceeds of Sale of Assets	-	-	-	-	-	
Contingencies	-	-	-	750,000	750,000	
Total other financing sources and use	$ (350,000)	$ (1,050,000)	$ (1,050,000)	$ (650,000)	$ 1,100,000	162%
Net change in fund balances	332,535	461,707	461,707	-		
Fund balance - beginning		-	-	-		
Fund balance - ending		$ 461,707	$ 461,707	$ -		

Urban Redevelopment Agency Fund

Revenues & Expenditures

	Current Period Actuals	Year-to-Date Actuals	FY2026 Annual Budget	Budget Available + (-)	% Budget Actual
REVENUES					
Interest Revenue	20,446	74,258	-	74,258	
Total revenues	$ 20,446	$ 74,258	$ -	$ 74,258	
EXPENDITURES					
Capital Outlay					
General Government Buildings	$ 50,000	$ 5,920,747	$ -	$ (5,920,747)	
Bond Principal	-	-	265,000	265,000	
Bond Interest	-	171,795	475,333	303,538	36%
Fiscal Agent's Fees	-	223,528	-	(223,528)	
Total Capital Outlay	$ 50,000	$ 6,316,070	$ 740,333	$ (5,575,737)	853%
Excess of revenues over expenditures	$ (29,554)	$ (6,241,812)	$ (740,333)	$ 5,649,995	
OTHER FINANCING SOURCES (USES)					
Transfers in from General Fund	$ -	$ 171,795	$ 740,333	$ (568,538)	23%
Revenue Bond Proceeds	-	6,740,000	-	6,740,000	
Total other financing sources and uses	$ -	$ 6,911,795	$ 740,333	$ 6,171,462	934%
Net change in fund balances		$ 669,983	$ -		
Fund balance - beginning		2,565,771	2,565,771		
Fund balance - ending		$ 3,235,754	$ 2,565,771		

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

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Proposed FY27 Budget Presentation - Finance Director Karen Ellis

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. Budget Book 2027 Proposed
2. Council Budget Presentation FY2027

MABLETON
GEORGIA
Est. 2022

FISCAL YEAR 2026 - 2027

PROPOSED BUDGET



GENERAL FUND 100 - SUMMARY
FY 2027 PROPOSED BUDGET

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget	%
REVENUES						
Property Taxes (TAVT)	3,114,599	2,897,760	2,919,196	2,850,000	2,850,000	0.00%
Franchise Taxes	1,817,421	2,561,409	3,961,447	2,265,000	2,950,000	30.24%
Excise Taxes	0	0	110,000	0	100,000	N/A
Business & Occupational Tax	1,364,729	2,624,668	2,981,523	2,500,000	2,500,000	0.00%
Insurance Premium Taxes	0	0	8,380,000	8,380,000	7,300,000	-12.89%
Licenses & Permits	0	299,016	1,850,500	1,000,000	1,650,500	65.05%
Charges for Services	0	281,081	617,000	211,000	505,000	139.34%
Municipal Court	0	0	10,000	0	0	N/A
Interest	17,052	112,519	425,000	20,000	200,000	900.00%
Miscellaneous	0	2,600	7,689	0	0	N/A
Transfer from Other Funds	0	375,065	247,129	176,093	217,500	23.51%
Other Financing Sources	148,724	719,079	0	0	0	N/A
Total Revenues	**6,462,525**	**9,873,197**	**21,509,484**	**17,402,093**	**18,273,000**	**5.00%**
EXPENDITURES						
City Council	275,169	319,128	403,507	490,100	497,800	1.57%
City Mayor	91,087	180,967	478,554	508,300	493,300	-2.95%
City Manager	50,403	441,009	730,449	794,800	1,268,900	59.65%
City Clerk	95,286	240,594	362,653	421,350	448,400	6.42%
Finance & Administration	158,817	588,946	1,025,512	1,374,260	1,547,500	12.61%
City Attorney	503,519	573,770	529,333	600,000	600,000	0.00%
Information Technology	51,970	254,557	603,021	951,100	1,059,000	11.34%
Human Resources	31,370	350,338	521,902	679,400	839,500	23.56%
Risk Management	0	16,260	48,755	85,000	76,000	-10.59%
Facilities & Property Management	20,370	1,747,691	1,739,277	1,796,900	1,339,900	-25.43%
Communications	41,297	77,249	479,202	584,050	1,079,200	84.78%
General Administration	0	25,574	156,472	234,700	455,700	94.16%
Municipal Court	0	1,689	431,828	730,900	995,600	36.22%
Public Works	0	0	0	0	275,000	N/A
Sustainability Greenspace & Beautification	0	122,804	336,521	481,400	815,100	69.32%
Parks & Recreation	0	93,451	346,640	818,900	1,255,300	53.29%
Community Development	244,823	1,160,991	2,497,927	2,827,600	3,409,000	20.56%
Code Enforcement	0	439,021	764,632	1,058,200	1,217,600	15.06%
Economic Development	0	19,321	521,759	618,800	1,024,100	65.50%
Transfers to Other Funds	0	0	5,300,333	5,300,333	4,073,910	-23.14%
Other Financing Uses	53,000	145,400	0	0	0	N/A
	1,617,111	**6,798,760**	**17,278,277**	**20,356,093**	**22,770,810**	**11.86%**

GENERAL FUND 100 - REVENUE
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
10090	311315	Motor Vehicle (TAVT)	3,114,599	2,897,760	2,919,196	2,850,000	2,850,000
10090	311710	Electric Franchise Fee	1,450,357	1,815,894	2,966,447	1,850,000	2,000,000
10090	311730	Gas Franchise Fee	367,064	555,266	345,000	415,000	350,000
10090	311750	Cable TV Franchise Fee	0	190,249	650,000	0	600,000
10090	314200	Retail Excise Tax-Alcohol	0	0	110,000	0	100,000
10090	316100	Business & Occupational Tax	1,364,729	2,624,668	2,981,523	2,500,000	2,500,000
10090	316201	Insurance Premium Tax	0	0	8,380,000	8,380,000	7,300,000
		Total Taxes	**6,296,749**	**8,083,837**	**18,352,166**	**15,995,000**	**15,700,000**
10060	321130	Alcohol License	0	0	380,000	0	350,000
10060	322200	Building Permits	0	299,016	1,400,000	1,000,000	1,250,000
10060	322210	Zoning & Land Dev Permit	0	0	70,000	0	50,000
10060	323300	Short-Term Rental Permit	0	0	500	0	500
		Total Licenses and Permits	**0**	**299,016**	**1,850,500**	**1,000,000**	**1,650,500**
10050	341910	Election Qualifying Fees	0	0	3,000	0	0
10050	344190	Environmental Mgmt Fees	0	276,631	600,000	210,000	500,000
10050	347500	Recreation Fees	0	4,450	14,000	1,000	5,000
		Total Charges for Services	**0**	**281,081**	**617,000**	**211,000**	**505,000**
10020	351171	Municipal Court Fines	0	0	10,000	0	0
		Total Fines and Forfeitures	**0**	**0**	**10,000**	**0**	**0**
10090	361401	Interest Earnings	17,052	112,519	425,000	20,000	200,000
		Total Investment Earnings	**17,052**	**112,519**	**425,000**	**20,000**	**200,000**
10090	371000	Donations/Private Contributions	0	2,600	2,500	0	0
10090	389009	Miscellaneous Revenues	0	0	3,200	0	0
10090	389200	Insurance Reimbursements	0		1,989	0	0
10090	391275	Transfers in Hotel/Motel	0	375,065	211,662	140,625	187,500
10090	391280	Transfers in Rental Motor Veh	0	0	35,468	35,468	30,000
10090	392100	Sale of Assets	0		0	0	0
10090	393500	Proceeds from Capital Leases	148,724	719,079	0	0	0
		Miscellaneous Revenue	**148,724**	**1,096,744**	**254,818**	**176,093**	**217,500**
		TOTAL REVENUES	**6,462,525**	**9,873,197**	**21,509,484**	**17,402,093**	**18,273,000**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
CITY COUNCIL							
1001110	511100.00	REGULAR SALARIES	177,365	178,508	186,440	202,500	204,300
1001110	512100.00	HEALTH INSURANCE	0	0	12,912	25,600	28,400
1001110	512200.00	SOCIAL SECURITY	10,377	11,584	10,338	12,600	12,700
1001110	512300.00	MEDICARE	2,427	2,709	2,418	2,900	3,000
1001110	512400.00	RETIREMENT CONTRIBUTIONS	0	1,752	1,241	4,700	4,200
1001110	512700.00	WORKERS' COMPENSATION	0	0	509	1,900	2,000
		Total Salaries and Benefits	**190,168**	**194,553**	**213,858**	**250,200**	**254,600**
1001110	521200.00	PROFESSIONAL SERVICES	7,397	4,390	29,200	34,800	34,800
1001110	522310.00	COUNCIL MEETING RENTAL SPACE	486	18,539	30,327	18,000	25,800
1001110	523300.00	ADVERTISING	0	0	5,887	0	5,000
1001110	523400.00	PRINTING & BINDING	2,299	1,631	458	500	500
1001110	523500.00	TRAVEL	18,673	19,733	11,829	12,000	12,000
1001110	523600.00	PLANNING CONFERENCE	0	0	0	0	40,000
1001110	523600.00	DUES & FEES	24,939	41,443	13,671	3,000	13,500
1001110	523700.00	EDUCATION/TRAINING	20,463	10,764	20,090	20,100	20,100
1001110	523905.00	COUNCIL ALLOWANCE	6,564	16,742	15,119	18,000	18,000
1001110	523905.99	DISCRETIONARY-CAPITAL	0	0	50,000	120,000	60,000
1001110	531100.00	GENERAL OPERATING SUPPLIES	776	1,878	3,315	7,000	7,000
1001110	531300.00	HOSPITALITY	3,404	9,455	9,753	6,500	6,500
		Total Operations and Capital	**85,001**	**124,574**	**189,649**	**239,900**	**243,200**
		Total	**275,169**	**319,128**	**403,507**	**490,100**	**497,800**

PERSONNEL INFORMATION - CITY COUNCIL

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
Councilmembers	6	6	6	6	6
Administrative Assistant	1	1	1	1	1
TOTAL POSITIONS	**7**	**7**	**7**	**7**	**7**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
CITY MAYOR							
1001310	511100.00	REGULAR SALARIES	54,029	116,363	287,610	300,400	303,400
1001310	512100.00	HEALTH INSURANCE	0	2,841	40,840	76,800	85,100
1001310	512200.00	SOCIAL SECURITY	3,194	7,356	14,271	18,600	18,800
1001310	512300.00	MEDICARE	747	1,720	3,338	4,400	4,400
1001310	512400.00	RETIREMENT CONTRIBUTIONS	0	1,016	2,635	15,200	14,700
1001310	512700.00	WORKERS' COMPENSATION	0	0	803	3,000	3,000
		Total Salaries and Benefits	**57,970**	**129,296**	**349,497**	**418,400**	**429,400**
1001310	523300.00	ADVERTISING	0	0	7,388	0	5,000
1001310	523400.00	PRINTING & BINDING	115	296	990	400	400
1001310	523500.00	TRAVEL	6,616	8,863	9,000	9,000	9,000
1001310	523600.00	DUES & FEES	5,614	25,794	38,604	20,000	4,500
1001310	523700.00	EDUCATION/TRAINING	12,728	11,049	14,094	7,500	12,500
1001310	523900.00	CONTRACTUAL SERVICES	8,024	3,931	39,195	17,000	5,000
1001310	523905.00	MAYOR ALLOWANCE	0	1,052	5,000	5,000	5,000
1001310	523905.99	DISCRETIONARY/CAPITAL	0	0	5,000	25,000	12,500
1001310	531100.00	GENERAL OPERATING SUPPLIES	0	604	4,620	5,000	5,000
1001310	531300.00	HOSPITALITY	20	81	5,166	1,000	5,000
		Total Operations and Capital	**33,117**	**51,671**	**129,057**	**89,900**	**63,900**
		Total	**91,087**	**180,967**	**478,554**	**508,300**	**493,300**

PERSONNEL INFORMATION - CITY MAYOR

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
Mayor	1	1	1	1	1
Chief of Staff	0	1	1	1	1
Public Relations Specialist	0	1	1	1	1
Administrative Assistant	1	1	1	1	1
TOTAL POSITIONS	**2**	**4**	**4**	**4**	**4**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
CITY MANAGER							
1001320	511100.00	REGULAR SALARIES	43,955	292,064	409,130	426,800	730,000
1001320	512100.00	HEALTH INSURANCE	0	40,349	82,373	10,000	226,800
1001320	512200.00	SOCIAL SECURITY	2,191	18,697	26,522	76,800	45,300
1001320	512300.00	MEDICARE	513	4,373	6,104	27,100	10,400
1001320	512400.00	RETIREMENT CONTRIBUTIONS	0	3,744	7,280	6,200	48,300
1001320	512700.00	WORKERS' COMPENSATION	0	0	1,124	34,500	7,100
1001320	512900.00	EMPLOYEE APPRECIATION	0	0	3,423	4,200	0
		Total Salaries and Benefits	**46,659**	**359,227**	**535,956**	**585,600**	**1,067,900**
1001320	521200.00	PROFESSIONAL SERVICES	0	21,722	96,029	100,000	100,000
1001320	523400.00	PRINTING & BINDING	0	2,273	0	500	500
1001320	523500.00	TRAVEL	0	9,398	4,537	12,000	21,000
1001320	523600.00	DUES & FEES	106	9,027	39,239	30,000	8,500
1001320	523700.00	EDUCATION/TRAINING	3,300	7,442	7,615	8,500	21,000
1001320	523710.00	COUNCIL PLANNING	0	26,162	18,264	15,200	0
1001320	523900.00	CONTRACTUAL SERVICES	275	2,785	10,929	21,000	30,000
1001320	531100.00	GENERAL OPERATING SUPPLIES	63	2,090	7,014	17,000	10,000
1001320	531300.00	HOSPITALITY	0	883	10,866	5,000	10,000
		Total Operations and Capital	**3,744**	**81,781**	**194,492**	**209,200**	**201,000**
		Total	**50,403**	**441,009**	**730,449**	**794,800**	**1,268,900**

PERSONNEL INFORMATION - CITY MANAGER

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
City Manager	1	1	1	1	1
Assistant City Manager	0	0	0	0	1
Special Project Manager	1	1	1	1	1
Administrative Supervisor	1	1	1	1	1
Executive Assistant	0	1	1	1	1
TOTAL POSITIONS	**3**	**4**	**4**	**4**	**5**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
CITY CLERK							
1001330	511100.00	REGULAR SALARIES	26,387	125,660	198,961	217,800	264,300
1001330	512100.00	HEALTH INSURANCE	0	33,068	27,026	32,000	35,400
1001330	512200.00	SOCIAL SECURITY	1,264	7,488	11,187	13,600	16,400
1001330	512300.00	MEDICARE	296	1,751	2,616	3,300	3,800
1001330	512400.00	RETIREMENT CONTRIBUTIONS	0	1,504	1,920	11,100	11,900
1001330	512700.00	WORKERS' COMPENSATION	0	0	0	1,900	2,600
		Total Salaries and Benefits	**27,946**	**169,471**	**241,711**	**279,700**	**334,400**
1001330	521200.00	PROF SVCS-GENERAL	0	0	34,225	13,000	18,000
1001330	521300.00	TECHNICAL SERVICES	44,074	34,595	50,266	51,100	44,700
1001330	523300.00	ADVERTISING	313	1,418	391	1,000	1,000
1001330	523400.00	PRINTING & BINDING	198	572	415	1,000	1,000
1001330	523500.00	TRAVEL	0	6,174	8,099	10,550	7,900
1001330	523600.00	DUES & FEES	0	20,232	861	1,000	1,500
1001330	523700.00	EDUCATION/TRAINING	0	4,415	6,229	8,000	7,900
1001330	523900.00	CONTRACTUAL SERVICES	22,460	1,717	15,000	50,000	25,000
1001330	531100.00	GENERAL OPERATING SUPPLIES	295	1,973	4,985	5,000	6,000
1001330	531300.00	HOSPITALITY	0	27	472	1,000	1,000
		Total Operations and Capital	**67,340**	**71,123**	**120,942**	**141,650**	**114,000**
		Total	**95,286**	**240,594**	**362,653**	**421,350**	**448,400**

PERSONNEL INFORMATION - CITY CLERK

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
City Clerk	1	1	1	1	1
Deputy City Clerk	1	1	1	1	1
Administrative Assistant (PT)	0	0	1	1	1
TOTAL POSITIONS	**2**	**2**	**3**	**3**	**3**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
FINANCE & ADMINISTRATION							
1001510	511100.00	REGULAR SALARIES	0	125,078	567,082	675,600	868,900
1001510	512100.00	HEALTH INSURANCE	0	17,332	125,399	153,700	226,800
1001510	512200.00	SOCIAL SECURITY	0	7,517	33,653	41,900	53,900
1001510	512300.00	MEDICARE	0	1,758	7,870	9,800	12,600
1001510	512401.00	RETIREMENT CONTRIBUTIONS	0	4,120	8,267	41,200	49,500
1001510	512700.00	WORKERS' COMPENSATION	0	0	2,436	7,200	8,700
		Total Salaries and Benefits	**0**	**155,805**	**744,707**	**929,400**	**1,220,400**
1001510	521200.00	PROFESSIONAL SERVICES	114,745	338,008	18,527	20,000	25,000
1001510	521210.00	PROF SERVICES-AUDIT	0	24,000	25,500	25,000	26,000
1001510	521300.00	TECHNICAL SERVICES	30,523	33,404	98,427	81,500	200,000
1001510	523240.00	POSTAGE	0	0	2,512	0	0
1001510	523400.00	PRINTING & BINDING	0	235	660	500	7,600
1001510	523500.00	TRAVEL	0	33	6,909	5,000	26,000
1001510	523600.00	DUES & FEES	40	14	3,057	2,500	1,500
1001510	523700.00	EDUCATION/TRAINING	0	3,019	10,572	10,000	26,000
1001510	523900.00	CONTRACTUAL SERVICES	10,031	3,086	0	0	5,000
1001510	523950.00	BANK SERVICE CHARGES	957	2,299	5,909	2,500	0
1001510	531100.00	GENERAL OPERATING SUPPLIES	2,521	4,618	8,252	10,000	10,000
1001510	531300.00	FOOD & HOSPITALITY	0	0	152	0	0
1001510	531700.00	UNIFORMS	0	0	328	0	0
1001510	542400.00	COMPUTER EQUIPMENT	0	24,425	100,000	287,860	0
		Total Operations and Capital	**158,817**	**433,141**	**280,805**	**444,860**	**327,100**
		Total	**158,817**	**588,946**	**1,025,512**	**1,374,260**	**1,547,500**

PERSONNEL INFORMATION - FINANCE

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
Finance Director	0	1	1	1	1
Deputy Finance Director	0	1	1	1	1
Purchasing Manager	0	1	1	1	1
Contract Specialist	0	0	0	0	1
Revenue Manager	0	0	0	1	1
Revenue Analyst	0	1	1	1	1
Finance Analyst	0	1	1	2	2
Administrative Assistant	0	0	0	1	0
TOTAL POSITIONS	**0**	**5**	**5**	**8**	**8**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
CITY ATTORNEY							
1001530	521250.00	PROF SERVICES-LEGAL CITY ATTORNEY	385,544	491,526	432,000	500,000	500,000
1001530	521255.00	PROF SERVICES-LEGAL EXTERNAL	117,975	82,244	97,333	100,000	100,000
		Total	**503,519**	**573,770**	**529,333**	**600,000**	**600,000**
INFORMATION TECHNOLOGY							
1001535	511100.00	REGULAR SALARIES	0	31,383	192,464	390,100	399,800
1001535	512100.00	HEALTH INSURANCE	0	29	9,506	102,000	113,000
1001535	512200.00	SOCIAL SECURITY	0	1,915	11,888	24,200	24,600
1001535	512300.00	MEDICARE	0	448	2,780	5,700	5,800
1001535	512401.00	RETIREMENT CONTRIBUTIONS	0	1,880	3,723	21,500	22,100
1001535	512700.00	WORKERS' COMPENSATION	0	0	1,044	3,900	4,000
		Total Salaries and Benefits	**0**	**35,655**	**221,405**	**547,400**	**569,300**
1001535	521200.00	PROFESSIONAL SERVICES	31,719	13,768	78,319	100,000	65,000
1001535	521300.00	TECHNICAL SERVICES-SW & LIC	0	20,464	114,896	115,000	172,200
1001535	522320.00	EQUIPMENT LEASE	0	313	18,309	10,400	18,900
1001535	523200.00	COMMUNICATIONS	2,309	20,130	83,842	91,000	124,600
1001535	523500.00	TRAVEL	0	2,447	4,457	0	12,000
1001535	523600.00	DUES & FEES	2,596	864	2,655	6,500	5,000
1001535	523700.00	EDUCATION/TRAINING	1,620	1,141	8,392	5,000	12,000
1001535	523900.00	CONTRACTUAL SERVICES	0	2,131	5,000	10,800	25,000
1001535	531100.00	GENERAL OPERATING SUPPLIES	0	4,537	37,009	15,000	25,000
1001535	531600.00	SMALL TOOLS & EQUIPMENT	13,726	1,368	28,739	20,000	30,000
1001535	542400.00	COMPUTER EQUIPMENT	0	151,739	0	30,000	0
		Total Operations and Capital	51,970	218,902	381,616	403,700	489,700
		Total	**51,970**	**254,557**	**603,021**	**951,100**	**1,059,000**

PERSONNEL INFORMATION - INFORMATION TECHNOLOGY

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
IT Director	0	1	1	1	1
IT Technician	0	1	1	2	2
Data Analyst	0	1	0	1	1
TOTAL POSITIONS	**0**	**3**	**2**	**4**	**4**

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
HUMAN RESOURCES							
1001540	511100.00	REGULAR SALARIES	0	111,261	274,418	333,100	457,400
1001540	512100.00	HEALTH INSURANCE	17,231	6,135	45,336	76,800	113,400
1001540	512200.00	SOCIAL SECURITY	0	6,732	16,624	20,700	28,400
1001540	512300.00	MEDICARE	0	1,574	3,888	4,800	6,600
1001540	512401.00	RETIREMENT CONTRIBUTIONS	0	2,216	4,173	19,000	26,100
1001540	512700.00	WORKERS' COMPENSATION	4,217	14,346	883	3,300	4,600
1001540	512900.00	EMPLOYEE APPRECIATION	0	0	333	0	10,000
		Total Salaries and Benefits	**21,448**	**142,265**	**345,655**	**457,700**	**646,500**
1001540	521200.00	PROFESSIONAL SERVICES	8,733	174,725	63,397	100,000	60,000
1001540	521300.00	TECHNICAL SERVICES	0	953	45,183	54,600	50,000
1001540	523240.00	POSTAGE	0	0	40	0	100
1001540	523300.00	ADVERTISING	0	14	10,469	15,000	7,500
1001540	523400.00	PRINTING & BINDING	0	263	5,268	7,500	4,000
1001540	523500.00	TRAVEL	0	20	6,722	7,500	14,000
1001540	523600.00	DUES & FEES	0	7,503	14,087	5,000	15,400
1001540	523700.00	EDUCATION/TRAINING	0	26	13,803	14,100	14,000
1001540	523900.00	CONTRACTUAL SERVICES	1,189	19,468	0	5,000	5,000
1001540	531100.00	GENERAL OPERATING SUPPLIES	0	1,019	6,316	8,000	8,000
1001540	531300.00	FOOD/HOSPITALITY	0	4,081	4,576	5,000	5,000
1001540	531600.00	SMALL EQUIPMENT (<$10,000)	0	0	4,119	0	5,000
1001540	531705.00	WELLNESS PROGRAM	0	0	2,267	0	5,000
		Total Operations and Capital	**9,922**	**208,073**	**176,247**	**221,700**	**193,000**
		Total	**31,370**	**350,338**	**521,902**	**679,400**	**839,500**

PERSONNEL INFORMATION - HUMAN RESOURCES

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
HR Director	0	1	1	1	1
HR Manager	0	1	1	1	1
HR Supervisor	0	0	0	0	1
HR Specialist	0	1	1	1	1
TOTAL POSITIONS	**0**	**3**	**3**	**3**	**4**

RISK MANAGEMENT							
1001555	523100.00	GENERAL LIABILITY INSURANCE	0	16,260	16,018	26,700	25,000
1001555	523110.00	AUTOMOBILE INSURANCE	0	0	1,484	2,500	7,000
1001555	523120.00	PUBLIC OFFICIALS INSURANCE	0	0	27,706	46,200	30,000
1001555	523130.00	PROPERTY DAMAGE INSURANCE	0	0	2,480	2,000	6,000
1001555	523140.00	CRIME COVERAGE INSURANCE	0	0	1,067	1,800	2,000
1001555	523150.00	CYBERSECURITY INSURANCE	0	0	0	5,800	3,000
1001555	523199.00	DEDUCTIBLE CLAIMS	0	0	0	0	3,000
		Total	**0**	**16,260**	**48,755**	**85,000**	**76,000**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
FACILITIES & PROPERTY MANAGEMENT							
1001565	511100.00	REGULAR SALARIES	0	0	0	58,200	49,600
1001565	512101.00	HEALTH INSURANCE	0	0	0	25,600	0
1001565	512200.00	SOCIAL SECURITY	0	0	0	3,600	3,100
1001565	512300.00	MEDICARE	0	0	0	800	700
1001565	512401.00	RETIREMENT CONTRIBUTIONS	0	0	0	3,300	0
1001565	512700.00	WORKERS' COMPENSATION	0	0	161	600	500
		Total Salaries and Benefits	**0**	**0**	**161**	**92,100**	**53,900**
1001565	521200.00	PROFESSIONAL SERVICES	1,250	2,250	0	0	0
1001565	521300.00	TECHNICAL SERVICES	0	0	547	2,400	3,000
1001565	522110.00	DISPOSAL/GARBAGE PICK-UP	0	0	4,323	0	4,200
1001565	522100.00	CLEANING	0	616	70,649	144,000	216,000
1001565	522210.00	REPAIRS & MAINTENANCE-ROW	0	0	1,267	5,000	50,000
1001565	522220.00	REPAIRS & MAINTENANCE-VEHICLES	0	72	13,447	2,500	15,000
1001565	522230.00	REPAIRS & MAINTENANCE-BLDGS	0	1,822	43,146	4,800	50,000
1001565	522310.00	BUILDING OPERATING LEASE	0	45,848	251,696	307,500	468,100
1001565	522320.00	EQUIPMENT LEASE	12,351	0	0	0	0
1001565	523600.00	DUES & FEES	0	1,282	5,477	6,000	6,000
1001565	531100.00	GENERAL OPERATING SUPPLIES	4,556	2,358	16,210	10,000	15,000
1001565	531210.00	WATER	0	158	3,242	3,600	6,200
1001565	531220.00	NATURAL GAS	0	1,867	3,011	2,400	10,800
1001565	531230.00	ELECTRICITY	0	4,931	22,021	15,600	26,700
1001565	531600.00	SMALL TOOLS & EQUIPMENT	2,213	3,050	22,652	1,000	15,000
1001565	541200.00	SITE IMPROVEMENTS	0	1,653,971	1,224,879	1,200,000	400,000
1001565	542300.00	FURNITURE & FIXTURES	0	29,467	56,550	0	0
		Total Operations and Capital	20,370	1,747,691	1,739,116	1,704,800	1,286,000
		Total	**20,370**	**1,747,691**	**1,739,277**	**1,796,900**	**1,339,900**

PERSONNEL INFORMATION - FACILITIES & PROPERTY MANAGEMENT

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
Facilities Tech (PT)	0	0	0	1	1
TOTAL POSITIONS	**0**	**0**	**0**	**1**	**1**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
COMMUNICATIONS							
1001570	511100.00	REGULAR SALARIES	0	33,386	256,830	295,300	459,000
1001570	512100.00	HEALTH INSURANCE	0	5,310	64,772	76,800	170,100
1001570	512200.00	SOCIAL SECURITY	0	2,070	16,608	18,300	28,500
1001570	512300.00	MEDICARE	0	484	3,884	4,300	6,700
1001570	512401.00	RETIREMENT CONTRIBUTIONS	0	2,216	3,613	16,700	26,200
1001570	512700.00	WORKERS' COMPENSATION	0	0	776	2,900	4,600
		Total Salaries and Benefits	**0**	**43,466**	**346,483**	**414,300**	**695,100**
1001570	521200.00	PROFESSIONAL SERVICES	16,450	5,800	20,000	50,000	140,000
1001570	521300.00	TECHNICAL SERVICES	0	2,397	28,693	29,000	69,000
1001570	521330.00	EVENT SERVICES	0	0	6,500	7,000	0
1001570	523300.00	ADVERTISING	6,120	11,766	28,503	28,750	71,000
1001570	523400.00	PRINTING & BINDING	0	0	0	0	0
1001570	523500.00	TRAVEL	0	0	0	0	13,800
1001570	523600.00	DUES & FEES	302	100	0	0	1,500
1001570	523700.00	EDUCATION/TRAINING	3,500	0	0	0	13,800
1001570	523900.00	CONTRACTUAL SERVICES	6,452	13,109	3,060	5,000	15,000
1001570	531100.00	GENERAL OPERATING SUPPLIES	8,473	0	45,964	35,000	45,000
1001570	531600.00	SMALL EQUIPMENT < $10,000	0	0	0	0	15,000
1001570	542100.00	MACHINERY & EQUIPMENT	0	0	0	15,000	0
		Total Operations and Capital	41,297	33,783	132,719	169,750	384,100
		Total	**41,297**	**77,249**	**479,202**	**584,050**	**1,079,200**

PERSONNEL INFORMATION - COMMUNICATIONS

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
Communications Director	0	1	1	1	1
Digital Communications Specialist	0	1	1	1	1
Graphics Designer	0	1	1	1	1
Visual Media Specialist	0	0	0	0	1
Administrative Assistant	0	0	0	0	1
TOTAL POSITIONS	**0**	**3**	**3**	**3**	**5**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
GENERAL ADMINISTRATION							
1001595	511200.00	PART-TIME/SEASONAL EMPLOYEES	0	6,794	5,541	78,000	78,000
1001595	512200.00	SOCIAL SECURITY	0	421	344	4,800	4,800
1001595	512300.00	MEDICARE	0	99	80	1,100	1,100
1001595	512700.00	WORKERS' COMPENSATION	0	0	215	800	800
1001595	521200.00	PROFESSIONAL SERVICES	0	243	150,000	150,000	260,000
1001595	521300.00	TECHNICAL SERVICES	0	7,376	292	0	0
1001595	523200.00	COMMUNICATIONS	0	25	0	0	0
1001595	522320.00	POSTAGE	0	0	0	0	1,000
1001595	523600.00	DUES & FEES	0	0	0	0	25,000
1001595	523900.00	OTHER PURCHASED COSTS	0	0	0	0	35,000
1001595	531100.00	GENERAL OPERATING SUPPLIES	0	10,617	0	0	0
1001595	579000.00	CONTINGENCY	0	0	0	0	50,000
		Total	**0**	**25,574**	**156,472**	**234,700**	**455,700**

PERSONNEL INFORMATION - GENERAL ADMINISTRATION

		2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
Seasonal (PT)		0	0	5	5	5
	TOTAL POSITIONS	**0**	**0**	**5**	**5**	**5**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
MUNICIPAL COURT							
1002650	511100.00	REGULAR SALARIES	0	529	222,550	345,000	511,000
1002650	512101.00	HEALTH INSURANCE	0	0	55,438	76,800	170,100
1002650	512200.00	SOCIAL SECURITY	0	33	13,445	21,400	31,400
1002650	512300.00	MEDICARE	0	8	13,650	5,000	7,300
1002650	512401.00	RETIREMENT CONTRIBUTIONS	0	1,120	4,267	19,700	28,900
1002650	512700.00	WORKERS' COMPENSATION	0	0	937	3,500	5,100
		Total Salaries and Benefits	**0**	**1,689**	**310,286**	**471,400**	**753,800**
1002650	521200.00	PROF SERVICES-GENERAL	0	0	24,450	20,000	55,000
1002650	521250.00	PROF SERVICES-SOLICITOR	0	0	7,333	70,000	45,000
1002650	521260.00	PROF SERVICES-PUBLIC DEFENDER	0	0	6,417	70,000	45,000
1002650	521300.00	TECHNICAL SERVICES	0	0	22,855	50,000	40,000
1002650	523240.00	POSTAGE	0	0	104	0	800
1002650	523400.00	PRINTING & BINDING	0	0	0	500	500
1002650	523500.00	TRAVEL	0	0	3,584	5,000	15,000
1002650	523600.00	DUES & FEES	0	0	707	2,500	2,500
1002650	523700.00	EDUCATION/TRAINING	0	0	3,227	9,000	15,000
1002650	523900.00	CONTRACTUAL SERVICES	0	0	613	5,000	5,000
1002650	523950.00	MERCHANT SERVICES CHARGES	0	0	0	2,500	0
1002650	531100.00	GENERAL OPERATING SUPPLIES	0	0	13,581	25,000	15,000
1002650	531300.00	FOOD & HOSPITALITY	0	0	0	0	3,000
1002650	542400.00	CAPITAL OUTLAY-COMPUTERS	0	0	38,671	0	0
		Total Operations and Capital	**0**	**0**	**121,542**	**259,500**	**241,800**
		Total	**0**	**1,689**	**431,828**	**730,900**	**995,600**

PERSONNEL INFORMATION - MUNICIPAL COURT

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
Court Administrator	0	1	1	1	1
Clerk of Court	0	1	1	1	1
Deputy Clerk of Court	0	0	0	0	1
Court Clerk	0	1	1	1	1
Deputy Court Clerk	0	0	0	0	1
Administrative Assistant	0	0	0	0	1
TOTAL POSITIONS	**0**	**3**	**3**	**3**	**6**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
PUBLIC WORKS							
1004100	521200.00	PROFESSIONAL SERVICES	0	0	0	0	150,000
1004100	522210.00	ROW MAINTENANCE	0	0	0	0	100,000
1004100	523900.00	CONTRACTUAL SERVICES	0	0	0	0	20,000
1004100	531100.00	GENERAL OPERATING SUPPLIES	0	0	0	0	5,000
		Total Operations and Capital	**0**	**0**	**0**	**0**	**275,000**
		Total	**0**	**0**	**0**	**0**	**275,000**
SUSTAINABILITY GREENSPACE & BEAUTIFICATION							
1004500	511100.00	REGULAR SALARIES	0	47,819	170,072	194,600	312,100
1004500	512101.00	HEALTH INSURANCE	0	5,363	25,117	51,200	85,100
1004500	512200.00	SOCIAL SECURITY	0	2,965	10,273	12,100	19,300
1004500	512300.00	MEDICARE	0	693	2,401	2,900	4,500
1004500	512401.00	RETIREMENT CONTRIBUTIONS	0	1,552	2,100	10,800	12,700
1004500	512700.00	WORKERS' COMPENSATION	0	0	509	1,900	3,100
		Total Salaries and Benefits	**0**	**58,392**	**210,472**	**273,500**	**436,800**
1004500	521200.00	PROFESSIONAL SERVICES	0	0	50,000	75,000	170,000
1004500	523300.00	ADVERTISING	0	0	1,928	1,000	7,500
1004500	523400.00	PRINTING & BINDING	0	345	0	1,000	2,000
1004500	523500.00	TRAVEL	0	699	1,116	7,400	9,400
1004500	523600.00	DUES & FEES	0	455	3,319	5,000	5,000
1004500	523700	EDUCATION/TRAINING	0	3,660	53	8,500	9,400
1004500	523900.00	CONTRACTUAL SERVICES	0	128	0	5,000	65,000
1004500	531100.00	GENERAL OPERATING SUPPLIES	0	1,893	14,683	20,000	30,000
1004500	531600.00	SMALL TOOLS & EQUIPMENT	0	558	50,000	80,000	80,000
1004500	542200.00	VEHICLES	0	56,674	0	0	0
1004500	572000.00	PAYMENTS TO OTHER AGENCIES	0	0	4,950	5,000	0
		Total Operations and Capital	0	64,412	126,049	207,900	378,300
		Total	**0**	**122,804**	**336,521**	**481,400**	**815,100**

PERSONNEL INFORMATION - SUSTAINABILITY GREENSPACE & BEAUTIFICATION

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
SGB Director	0	1	1	1	1
Program Manager	0	0	1	1	1
Specialists (PT)	0	0	0	0	2
Administrative Assistant	0	0	0	0	0
TOTAL POSITIONS	**0**	**1**	**2**	**2**	**4**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
PARKS & RECREATION							
1006200	511100.00	REGULAR SALARIES	0	30,985	161,106	350,600	671,200
1006200	511200.00	PT/SEASONAL EMPLOYEES	0	0	1,646	78,000	78,000
1006200	512101.00	HEALTH INSURANCE	0	2,654	23,053	153,700	170,100
1006200	512200.00	SOCIAL SECURITY	0	1,906	10,007	39,000	46,100
1006200	512300.00	MEDICARE	0	445	2,340	9,100	10,800
1006200	512401.00	RETIREMENT CONTRIBUTIONS	0	7,424	6,800	31,400	36,800
1006200	512700.00	WORKERS COMPENSATION	0	0	1,686	6,300	7,400
		Total Salaries and Benefits	**0**	**43,415**	**206,638**	**668,100**	**1,020,400**
1006200	521200.00	PROF SVCS-GENERAL	0	4,450	8,953	10,000	20,000
1006200	521300.00	TECHNICAL SERVICES	0	306	1,007	0	2,900
1006200	521330.00	EVENTS	0	42,037	42,457	50,000	0
1006200	522300.00	RENTALS-EQUIPMENT	0	0	0	0	44,700
1006200	522230.00	RENTALS-BLDGS & FACILITIES	0	0	0	0	5,000
1006200	523300.00	ADVERTISING	0	819	10,861	0	18,000
1006200	523400.00	PRINTING & BINDING	0	0	1,886	0	9,400
1006200	523500.00	TRAVEL	0	187	3,039	11,100	22,300
1006200	523600.00	DUES & FEES	0	0	0	5,000	5,000
1006200	523700.00	EDUCATION/TRAINING	0	0	5,314	34,700	22,300
1006200	523900.00	CONTRACTUAL SERVICES	0	130	40,016	5,000	47,300
1006200	523952.00	CREDIT CARD PROCESSING FEES	0	0	483	0	0
1006200	531100.00	GENERAL OPERATING SUPPLIES	0	2,099	15,875	20,000	18,000
1006200	531600.00	SMALL TOOLS & EQUIPMENT	0	0	7,500	10,000	10,000
1006200	531750.00	UNIFORMS	0	7	2,611	5,000	10,000
1006200	542100.00	MACHINERY & EQUIPMENT	0	0	0	0	0
		Total Operations and Capital	0	50,036	140,002	150,800	234,900
		Total	**0**	**93,451**	**346,640**	**818,900**	**1,255,300**

PERSONNEL INFORMATION - PARKS & RECREATION

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
Parks & Recreation Director	0	0	1	1	1
Cultural Arts & Affairs Manager	0	0	0	1	1
Operations & Facilities Manager	0	0	0	1	1
Event Coordinator	0	1	1	2	2
Volunteer Coordinator	0	0	0	1	1
Administrative Assistant	0	0	0	0	1
Seasonal (PT)	0	0	5	5	5
TOTAL POSITIONS	**0**	**1**	**7**	**11**	**12**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
COMMUNITY DEVELOPMENT							
1007000	511100.00	REGULAR SALARIES	19,038	373,544	1,408,329	1,510,800	1,916,100
1007000	512101.00	HEALTH INSURANCE	0	70,216	289,355	384,100	595,400
1007000	512200.00	SOCIAL SECURITY	293	22,610	85,286	93,700	118,800
1007000	512300.00	MEDICARE	245	5,288	19,946	21,900	27,800
1007000	512401.00	RETIREMENT CONTRIBUTIONS	0	4,968	16,692	85,600	107,400
1007000	512700.00	WORKERS' COMPENSATION	0	0	4,015	15,000	18,800
		Total Salaries and Benefits	**19,577**	**476,625**	**1,823,622**	**2,111,100**	**2,784,300**
1007000	521200.00	PROFESSIONAL SERVICES	1,405	391,539	346,127	315,000	300,000
1007000	521300.00	TECHNICAL SERVICES	1,275	27,385	71,595	80,000	105,000
1007000	523300.00	ADVERTISING	0	2,091	3,749	3,500	4,500
1007000	523400.00	PRINTING & BINDING	0	2,399	5,259	0	5,000
1007000	523500.00	TRAVEL	0	2,026	8,197	15,000	57,100
1007000	523600.00	DUES & FEES	0	2,909	5,158	5,000	13,500
1007000	523700.00	EDUCATION/TRAINING	3,400	1,884	19,008	48,000	57,100
1007000	523900.00	CONTRACTUAL SERVICES	70,442	916	2,885	5,000	10,000
1007000	523950.00	MERCHANT SERVICES CHARGES	0	52,658	66,974	60,000	20,000
1007000	531100.00	GENERAL OPERATING SUPPLIES	0	5,173	28,201	35,000	25,000
1007000	531300.00	FOOD & MEALS	0	259	3,990	0	2,500
1007000	531600.00	SMALL EQUIPMENT (<$10,000)	0	0	3,157	0	25,000
1007000	542200.00	VEHICLES	0	80,228	0	0	0
1007000	542400.00	COMPUTER EQUIPMENT	148,724	14,900	10,005	0	0
1007000	572000.00	PAYMENTS TO OTHER AGENCIES	0	100,000	100,000	150,000	0
		Total Operations and Capital	225,246	684,366	674,305	716,500	624,700
		Total	**244,823**	**1,160,991**	**2,497,927**	**2,827,600**	**3,409,000**

PERSONNEL INFORMATION - COMMUNITY DEVELOPMENT

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
Community Development Director	1	1	1	1	1
Deputy Comm. Development Director	0	0	1	1	1
Chief Building Official	0	1	1	1	1
Building Inspector Supervisor	0	1	1	1	1
Building Inspector	0	2	2	2	3
Planning and Zoning Manager	0	1	1	1	1
Building License Supervisor	0	1	1	1	1
Senior Planner	0	2	2	2	2
Planner	0	2	2	2	2
Comm Dev Clerk	0	4	4	4	4
Permit Coordinator	0	0	1	0	1
Land Development Manager	0	0	0	0	1
Administrative Assistant	1	1	1	1	1
TOTAL POSITIONS	**2**	**16**	**18**	**17**	**20**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
CODE ENFORCEMENT							
1007420	511100.00	REGULAR SALARIES	0	201,185	522,067	651,900	732,800
1007420	512101.00	HEALTH INSURANCE	0	21,192	108,832	179,300	283,500
1007420	512200.00	SOCIAL SECURITY	0	12,148	30,180	40,400	45,400
1007420	512300.00	MEDICARE	0	2,841	7,059	9,500	10,600
1007420	512401.00	RETIREMENT CONTRIBUTIONS	0	7,496	7,212	37,000	41,800
1007420	512700.00	WORKERS' COMPENSATION	0	0	1,740	6,500	7,300
		Total Salaries and Benefits	**0**	**244,862**	**677,090**	**924,600**	**1,121,400**
1007420	521200.00	PROFESSIONAL SERVICES	0	0	0	10,000	0
1007420	521300.00	TECHNICAL SERVICES	0	301	35,720	40,000	0
1007420	523240.00	POSTAGE	0	0	880	0	0
1007420	523400.00	PRINTING & BINDING	0	2,827	692	0	700
1007420	523500.00	TRAVEL	0	1,982	8,080	10,000	22,000
1007420	523600.00	DUES & FEES	0	356	2,248	5,000	5,000
1007420	523700.00	EDUCATION/TRAINING	0	5,493	16,077	26,600	22,000
1007420	523900.00	CONTRACTUAL SERVICES	0	1,012	260	5,000	5,000
1007420	531100.00	OPERATING SUPPLIES	0	5,654	13,731	26,500	27,500
1007420	531300.00	FOOD & HOSPITALITY	0	0	499	3,500	2,500
1007420	531600.00	SMALL EQUIPMENT <$10,000	0	0	0	0	2,500
1007420	531700.00	UNIFORMS	0	990	9,354	7,000	9,000
1007420	542400.00	VEHICLES	0	175,544	0	0	0
		Total Operations and Capital	**0**	**194,159**	**87,542**	**133,600**	**96,200**
		Total	**0**	**439,021**	**764,632**	**1,058,200**	**1,217,600**

PERSONNEL INFORMATION - CODE ENFORCEMENT

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
Code Enforcement Director	0	1	1	1	1
Code Enforcement Supervisor	0	2	2	2	2
Code Enforcement Officer	0	4	4	4	5
Administrative Assistant	0	0	1	1	1
TOTAL POSITIONS	**0**	**7**	**8**	**8**	**9**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
ECONOMIC DEVELOPMENT							
1007510	511100.00	REGULAR SALARIES	0	17,937	312,992	294,300	423,700
1007510	512101.00	HEALTH INSURANCE	0	57	56,994	76,800	113,400
1007510	512200.00	SOCIAL SECURITY	0	1,075	18,079	18,200	26,300
1007510	512300.00	MEDICARE	0	252	4,228	4,300	6,100
1007510	512401.00	RETIREMENT CONTRIBUTIONS	0	0	3,653	16,800	24,100
1007510	512700.00	WORKERS' COMPENSATION	0	0	777	2,900	4,200
		Total Salaries and Benefits	**0**	**19,321**	**396,724**	**413,300**	**597,800**
1007510	521200.00	PROFESSIONAL SERVICES	0	0	103,081	150,000	265,000
1007510	521300.00	TECHNICAL SERVICES	0	0	5,280	8,600	5,500
1007510	523300.00	ADVERTISING	0	0	740	18,000	12,000
1007510	523400.00	PRINTING & BINDING	0	0	0	4,000	4,000
1007510	523500.00	TRAVEL	0	0	8,176	7,000	12,500
1007510	523600.00	DUES & FEES	0	0	938	3,800	4,800
1007510	523700.00	EDUCATION/TRAINING	0	0	3,770	5,500	12,500
1007510	523900.00	CONTRACTUAL SERVICES	0	0	0	2,000	2,000
1007510	531100.00	OPERATING SUPPLIES	0	0	2,886	3,000	3,000
1007510	531300.00	FOOD & MEALS	0	0	163	3,600	5,000
1007510	570000.00	PAYMENTS TO OTHER AGENCIES	0	0	0	0	100,000
		Total Operations and Capital	**0**	**0**	**125,035**	**205,500**	**426,300**
		Total	**0**	**19,321**	**521,759**	**618,800**	**1,024,100**

PERSONNEL INFORMATION - ECONOMIC DEVELOPMENT

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
Economic Development Director	0	1	1	1	1
Economic Development Deputy Directo	0	0	0	0	1
Project Manager	0	1	1	1	0
Special Projects Coordinator	0	0	0	0	1
Administrative Assistant	0	0	1	1	1
TOTAL POSITIONS	**0**	**2**	**3**	**3**	**4**

GENERAL FUND 100 - EXPENDITURES
FY 2027 PROPOSED BUDGET

			2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
OTHER USES							
1009000	581300.00	LEASE PRINCIPAL	52,840	53,585	0	0	0
1009000	582300.00	LEASE INTEREST EXPENSE	160	91,816	0	0	0
1009000	611220.00	TRANSFER TO TREE FUND	0	0	160,000	160,000	0
1009000	611271.00	TRANSFER TO PS SDS FUND	0	0	3,000,000	3,000,000	0
1009000	611350.00	TRANSFER TO GRANTS FUND	0	0	0	0	100,000
1009000	611300.00	TRANSFER TO CAPITAL PROJECTS	0	0	1,400,000	1,400,000	3,000,000
1009000	611975.00	TRANSFER TO URA	0	0	740,333	740,333	973,910
		Total	**53,000**	**145,400**	**5,300,333**	**5,300,333**	**4,073,910**
GENERAL FUND TOTAL EXPENDITURES			**1,617,111**	**6,798,760**	**17,278,277**	**20,356,093**	**22,770,810**
NET CHANGE IN FUND BALANCE			4,845,414	3,074,437	4,231,207	(2,954,000)	(4,497,810)
FUND BALANCE BEGINNING OF YEAR			0	4,845,414	7,919,851	7,919,851	12,151,058
FUND BALANCE END OF YEAR			4,845,414	7,919,851	12,151,058	4,965,851	7,653,248

TREE & BEAUTIFICATION FUND 220
FY 2027 PROPOSED BUDGET

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
REVENUES:					
DEVELOPMENT IMPACT FEES	0	0	0	0	0
TRANSFER IN FROM GENERAL FUND	0	0	160,000	160,000	0
TOTAL REVENUES	**0**		**160,000**	**160,000**	**0**
EXPENDITURES:					
APPROVED PROJECTS	0	0	0	160,000	160,000
TOTAL EXPENDITURES	**0**		**0**	**160,000**	**160,000**
NET CHANGE IN FUND BALANCE	**0**	**0**	**160,000**	**0**	**(160,000)**
FUND BALANCE BEGINNING OF YEAR	**0**	**0**	**0**	**0**	**160,000**
FUND BALANCE END OF YEAR	**0**	**0**	**160,000**	**0**	**0**

OPERATING GRANTS FUND 250
FY 2027 PROPOSED BUDGET

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
REVENUES:					
GRANTS REVENUE	0	0	24,000	24,000	0
TOTAL REVENUES	**0**	**0**	**24,000**	**24,000**	**0**
EXPENDITURES:					
MAYORS ALLIANCE ACTION FUND	0	0	24,000	24,000	0
TOTAL EXPENDITURES	**0**	**0**	**24,000**	**24,000**	**0**
NET CHANGE IN FUND BALANCE	**0**	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR	**0**	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR	**0**	**0**	**0**	**0**	**0**

SPECIAL SERVICE DISTRICT-SIX FLAGS FUND 270
FY 2027 PROPOSED BUDGET

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
REVENUES:					
PROPERTY TAXES	0	0	1,392,061	1,250,000	1,250,000
INTEREST INCOME	0	0	0	0	0
TOTAL REVENUES	**0**		**1,392,061**	**1,250,000**	**1,250,000**
EXPENDITURES:					
CONTRACTED SERVICES	0	0	62,000	54,000	54,000
CONTINGENCY	0	0	0	1,196,000	1,196,000
TOTAL EXPENDITURES	**0**	**0**	**62,000**	**1,250,000**	**1,250,000**
NET CHANGE IN FUND BALANCE	**0**		**1,330,061**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR	**0**		**0**	**0**	**1,330,061**
FUND BALANCE END OF YEAR	**0**		**1,330,061**	**0**	**1,330,061**

SPECIAL SERVICE DISTRICT-PUBLIC SAFETY FUND 271
FY 2027 PROPOSED BUDGET

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
REVENUES:					
PROPERTY TAXES	0	0	0	0	21,000,000
INTEREST INCOME	0	0	0	0	0
OPERATING TRANSFERS IN	0	0	3,000,000	3,000,000	0
TOTAL REVENUES	**0**	**0**	**3,000,000**	**3,000,000**	**21,000,000**
EXPENDITURES:					
REGULAR SALARIES	0	0	0	0	458,200
HEALTH INSURANCE	0	0	0	0	85,100
SOCIAL SECURITY	0	0	0	0	28,400
MEDICARE	0	0	0	0	6,600
RETIREMENT CONTRIBUTIONS	0	0	0	0	26,100
WORKERS' COMPENSATION	0	0	0	0	4,600
PROF SVCS-GENERAL	0	0	0	0	100,000
TRAVEL	0	0	0	0	16,000
DUES & FEES	0	0	0	0	5,000
EDUCATION/TRAINING	0	0	0	0	23,000
CONTRACTUAL SERVICES	0	0	0	0	5,000
GENERAL SUPPLIES & MATLS	0	0	0	0	10,000
CAPITAL OUTLAY-VEHICLES	0	0	0	0	170,000
PAYMENT TO OTHER AGENCIES	0	0	3,000,000	3,000,000	20,062,000
TOTAL EXPENDITURES	**0**	**0**	**3,000,000**	**3,000,000**	**21,000,000**

PERSONNEL INFORMATION - PUBLIC SAFETY

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
Public Safety Director	0	0	0	0	1
Chief	0	0	0	0	1
Executive Assistant	0	0	0	0	1
TOTAL POSITIONS	**0**	**0**	**0**	**0**	**3**

NET CHANGE IN FUND BALANCE	**0**	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR	**0**	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR	**0**	**0**	**0**	**0**	**0**

HOTEL MOTEL FUND 275
FY 2027 PROPOSED BUDGET

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
REVENUES:					
HOTEL/MOTEL TAX	256,484	566,343	564,431	375,000	500,000
INTEREST REVENUE	0	2,345	0	0	0
TOTAL REVENUES	**256,484**	**568,688**	**564,431**	**375,000**	**500,000**
EXPENDITURES:					
TRANSFER TO GENERAL FUND	153,890	213,258	211,662	140,625	187,500
TRANSFER TO COBB COUNTY TRAVEL & TOURISM	102,593	355,430	352,769	234,375	312,500
TRANSFER TO CITY DMO	0	0	0	0	0
TOTAL EXPENDITURES	**256,484**	**568,688**	**564,431**	**375,000**	**500,000**
NET CHANGE IN FUND BALANCE	**0**	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR	**0**	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR	**0**	**0**	**0**	**0**	**0**

RENTAL MOTOR VEHICLE EXCISE TAX FUND 280
FY 2027 PROPOSED BUDGET

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
REVENUES:					
EXCISE TAX REVENUE	0	0	35,468	35,468	30,000
INTEREST REVENUE	0	0	0	0	0
TOTAL REVENUES	**0**	**0**	**35,468**	**35,468**	**30,000**
EXPENDITURES:					
TRANSFER TO GENERAL FUND	0	0	35,468	35,468	30,000
TOTAL EXPENDITURES	**0**	**0**	**35,468**	**35,468**	**30,000**
NET CHANGE IN FUND BALANCE	**0**	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR	**0**	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR	**0**	**0**	**0**	**0**	**0**

CAPITAL PROJECTS FUND 300
FY 2027 PROPOSED BUDGET

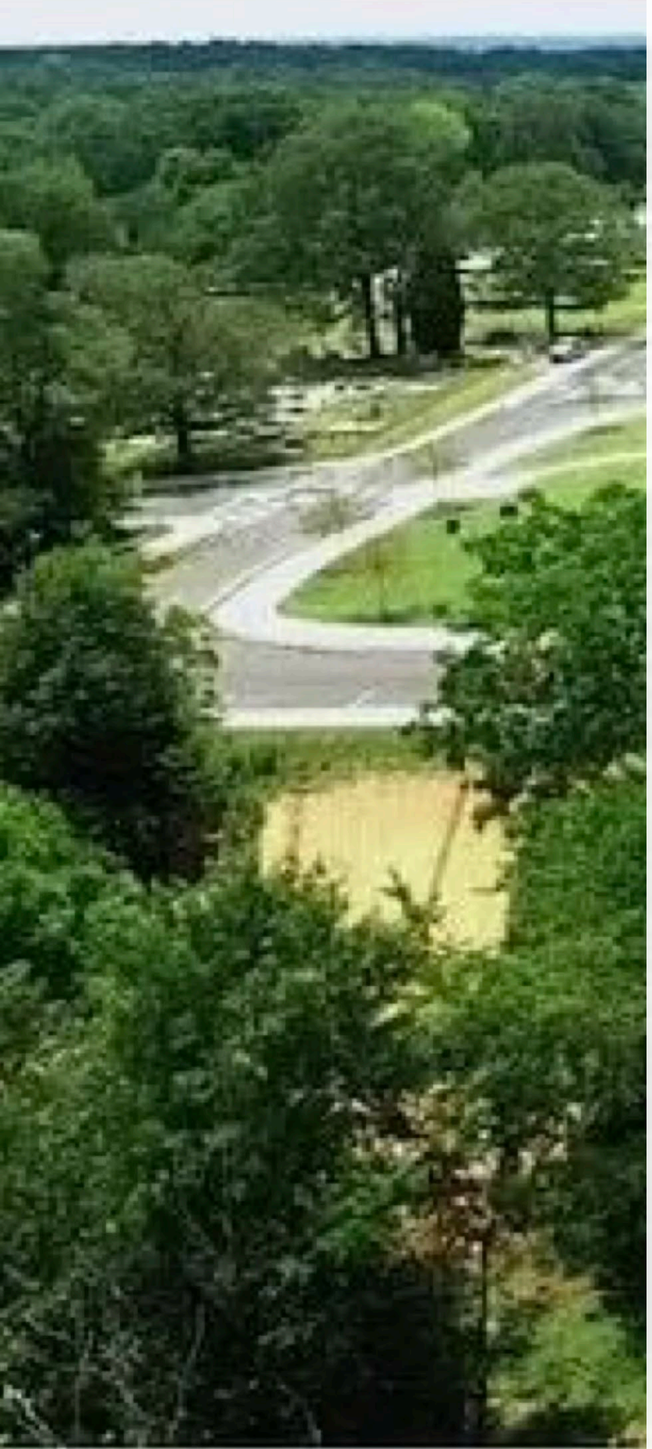
Project Code	Description	Previous City Funding to Date	Total Exp/Enc to Date	Project to Date Balance	2027 City Funding	2027 Budget
REVENUES:						
FEDERAL/STATE/OTHER OUTSIDE FUNDING		0	0	0	0	0
TRANSFER FROM GENERAL FUND		1,400,000	0	1,400,000	3,000,000	4,400,000
USE OF FUND BALANCE		0	0	0	0	0
TOTAL REVENUES						**4,400,000**
EXPENDITURES:						
SMALL PROJECTS						
	Capital Contingency	750,000	0	750,000	750,000	1,500,000
	Capital Purchase - Computer SW Finance	0	0	0	250,000	250,000
	Capital Purchase - Computer Software	50,000	0	50,000	50,000	100,000
	Capital Purchase - Computer Equipment	100,000	91,838	8,162	100,000	108,162
	Capital Purchase - Computer SW Comm Dev	0	0	0	250,000	250,000
	Capital Purchase - Vehicles	500,000	496,455	3,545	600,000	603,545
		1,400,000	**588,293**	**811,707**	**2,000,000**	**2,811,707**
FACILITY PROJECTS						
F0001	Operations Building	0	0	0	0	0
		0	**0**	**0**	**0**	**0**
PARKS PROJECTS						
P0001	Front Street - Community Bldg	0	0	0	1,000,000	1,000,000
P0002	Silver Comet	0	0	0	0	0
		0	**0**	**0**	**1,000,000**	**1,000,000**
TOTAL CAPITAL PROJECTS		**1,400,000**	**588,293**	**811,707**	**3,000,000**	**3,811,707**

CAPITAL GRANTS FUND 350
FY 2027 PROPOSED BUDGET

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
REVENUES:					
GRANTS REVENUE	0	0	0	0	3,364,000
TRANSFER IN FROM GENERAL FUND	0	0	0	0	100,000
TOTAL REVENUES	**0**	**0**	**0**	**0**	**3,464,000**
EXPENDITURES:					
CDBG	0	0	0	0	264,000
SS4A	0	0	0	0	300,000
LCI	0	0	0	0	200,000
LMIG	0	0	0	0	2,700,000
TOTAL EXPENDITURES	**0**	**0**	**0**	**0**	**3,464,000**
NET CHANGE IN FUND BALANCE	**0**	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR	**0**	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR	**0**	**0**	**0**	**0**	**0**

URBAN REDEVELOPMENT AUTHORITY FUND 975
FY 2027 PROPOSED BUDGET

	2024 Actual	2025 Actual	2026 Projected	2026 Budget	2027 Budget
REVENUES:					
BOND PROCEEDS	0	5,225,000	6,740,000	0	0
INTEREST INCOME	0	43,424	74,258	0	0
TRANSFER FROM GENERAL FUND	0	0	740,333	740,333	973,910
TOTAL REVENUES	**0**	**5,268,424**	**7,554,591**	**740,333**	**973,910**
EXPENDITURES:					
DEBT ISSUANCE COSTS	0	221,250	223,528	0	0
CAPITAL OUTLAY - LAND	0	2,262,919	5,919,997	0	3,236,504
PRINCIPAL PAYMENT	0	110,000	265,000	265,000	380,000
INTEREST EXPENSE	0	108,484	475,333	475,333	593,910
TRANSFER TO GENERAL FUND	0	0	0	0	0
TOTAL EXPENDITURES	**0**	**2,702,653**	**6,883,858**	**740,333**	**4,210,414**
NET CHANGE IN FUND BALANCE	**0**	**2,565,771**	**670,733**	**0**	**(3,236,504)**
FUND BALANCE BEGINNING OF YEAR	**0**	**0**	**2,565,771**	**0**	**3,236,504**
FUND BALANCE END OF YEAR	**0**	**2,565,771**	**3,236,504**	**0**	**0**



MABLETON
GEORGIA
Est. 2022

FY 2027 PROPOSED BUDGET

William Tanks, City Manager

Karen Ellis, Finance Director



FY 2027 BUDGET CALENDAR

- April 20 – 30 Department Meetings / Finance Review
- May 1 – 10 Senior Management / City Manager Review
- May 11 Budget Priorities Review with Council
- May 13 City Council Receives Proposed Budget Presentation
- May 27 First Public Hearing
- June 10 Second Public Hearing / Budget Adoption

BUDGET PRINCIPLES

- Calculate revenues and expenses conservatively
  - Careful estimating helps neutralize budgeting pressures to unnecessarily inflate revenue approximations

- Do not rely on one-time revenue sources to fund ongoing expenses

CITY COUNCIL PRIORITIES

- Fiscal Soundness
- Community Engagement
- Green Initiatives
- Housing Initiatives
- Managed Growth
- Technology & Innovation
- Responsible Development



FY2027 OPERATING ASSUMPTIONS

2.5% COLA for all City staff, implement Class & Pay Plan	$1,897,000
Fund new Public Works department	$275,000
Continued ROW maintenance & beautification funding	$187,500
Increase to lease payments and utilities - city locations	$120,000
Leasehold improvements - leased city locations	$400,000
Funding for new initiative projects	
Housing Initiative	$150,000
Police Feasibility Study	$110,000
Urban Redevelopment	$500,000
Debt Service for URA	$974,000
Implement Match funding for Grants Fund	$100,000
Continue Pay-As-We-Go Funding for Capital Fund Budget	$3,000,000
Total	**$7,713,500**

FY2027 CAPITAL ASSUMPTIONS

Capital Funding for Current & Future Properties	
Future land acquisition	$750,000
Improvements to existing properties	$1,000,000
Capital Funding for Software & Equipment	
IT capital purchases	$150,000
Software implementation for Finance ERP	$250,000
Software implementation for Comm Dev, Building, Code Enforcement	$250,000
Fleet Purchase & Replacement Fund	$600,000
Total	**$3,000,000**

FY 2027 BUDGET

GENERAL FUND



GENERAL FUND REVENUES
APPROVED FY2026 VS. PROPOSED FY2027

Revenues	2026 Projected	2026 Budget	2027 Budget	Increase / (Decrease)*	% Change*
Property Taxes (TAVT)	$2,919,196	$2,850,000	$2,850,000	$0	0.00%
Franchise Taxes	3,961,447	2,265,000	2,950,000	685,000	30.24%
Excise Taxes	110,000	0	100,000	100,000	100.00%
Business & Occupational Tax	2,981,523	2,500,000	2,500,000	0	0.00%
Insurance Premium Tax	8,380,000	8,380,000	7,300,000	(1,080,000)	-12.89%
Licenses & Permits	1,850,500	1,000,000	1,650,500	650,500	65.05%
Charges for Services	617,000	211,000	505,000	294,000	139.34%
Municipal Court	10,000	0	0	0	0.00%
Interest Income	425,000	20,000	200,000	180,000	900.00%
Miscellaneous Revenue	7,689	0	0	0	0.00%
Transfers from Other Funds	247,129	176,093	217,500	41,407	23.51%
Other Financing Sources	0	0	0	0	0.00%
Total	**$21,509,484**	**$17,402,093**	**$18,273,000**	**$870,907**	**5.00%**

**** Budget to Budget comparison***

GENERAL FUND EXPENDITURES
APPROVED FY2026 VS. PROPOSED FY2027

Expenditures	2026 Projected	2026 Budget	2027 Budget	Increase / (Decrease)*	% Change*
City Council	$403,507	$490,100	$497,800	$7,700	1.57%
City Mayor	478,554	508,300	493,300	(15,000)	-2.95%
City Manager	730,449	794,800	1,268,900	474,100	59.65%
City Clerk	362,653	421,350	448,400	27,050	6.42%
Finance & Administration	1,025,512	1,374,260	1,547,500	173,240	12.61%
City Attorney	529,333	600,000	600,000	0	0.00%
Information Technology	603,021	951,100	1,059,000	107,900	11.34%
Human Resources	521,902	679,400	839,500	160,100	23.56%
Risk Management	48,755	85,000	76,000	(9,000)	n/a
Facilities & Property Management	1,739,277	1,796,900	1,339,900	(457,000)	-25.43%
Communications	479,203	584,050	1,079,200	495,150	84.78%
General Administration	156,472	234,700	455,700	221,000	n/a
Municipal Court	431,828	730,900	995,600	264,700	36.22%
Public Works	0	0	275,000	275,000	100.00%
Sustainability Greenspace & Beautification	336,521	481,400	815,100	333,700	-1.72%
Parks & Recreation	346,640	788,200	1,255,300	467,100	-43.92%
Community Development	2,497,927	2,827,600	3,409,000	581,400	49.11%
Code Enforcement	764,632	1,058,200	1,217,600	159,400	-38.29%
Economic Development	521,759	618,800	1,024,100	405,300	n/a
Transfers to Other Funds	5,300,333	5,300,333	4,073,910	(1,226,423)	n/a
Other Financing Uses	0	0	0	0	n/a
Total	**$17,278,277**	**$20,325,393**	**$22,770,810**	**$2,445,417**	**12.03%**

**** Budget to Budget comparison***

PROPOSED FY2027 BALANCED BUDGET

Projected Undesignated Fund Balance	
Audited June 30, 2025 Fund Balance	**$7,919,851**
Add: FY 2026 Projected Revenues	21,509,484
Less: FY 2026 Projected Expenditures	(17,278,277)
Subtotal	**$12,151,057**
Less: Fund Balance Reserve (33.6%)	(7,653,248)
FY 2026 Estimated Undesignated Fund Balance:	**$4,497,810**

FY 2027 Proposed Budget	
Revenues	$18,273,000
Expenditures	($22,770,810)
Subtotal	**($4,497,810)**
Use of Undesignated Fund Balance	$4,497,810
Total	**$0**

CLASS & PAY POSITION SUMMARY

Department	FY2026 Budget	FY2027 Budget	Increase / (Decrease)
City Council	1.0	1.0	0.0
City Mayor	3.0	3.0	0.0
City Manager	4.0	5.0	1.0
City Clerk	2.0	3.0	1.0
Finance & Administration	7.0	8.0	1.0
Information Technology	4.0	4.0	0.0
Human Resources	3.0	4.0	1.0
Facilities & Property Management	1.0	1.0	0.0
Communications	3.0	5.0	2.0
General Administration	5.0	5.0	0.0
Municipal Court	3.0	6.0	3.0
Public Safety	0.0	3.0	3.0
Public Works	0.0	0.0	0.0
Sustainability Greenspace & Beautification	2.0	4.0	2.0
Parks & Recreation	11.0	12.0	1.0
Community Development	16.0	20.0	4.0
Code Enforcement	8.0	9.0	1.0
Economic Development	3.0	4.0	1.0
Total	**76.0**	**97.0**	**21.0**

TREE & BEAUTIFICATION FUND

FY 2027 BUDGET

	FY2025	FY2026	FY2027
Beginning Fund Balance	$0	$0	$160,000
Revenues	0	160,000	0
Expenditures	0	0	160,000
Ending Fund Balance	**$0**	**$160,000**	**$0**

OPERATING GRANTS FUND

FY 2027 BUDGET

	FY2025	FY2026	FY2027
Beginning Fund Balance	$0	$0	$0
Revenues	0	24,000	0
Expenditures	0	24,000	0
Ending Fund Balance	**$0**	**$0**	**$0**

SIX FLAGS SPECIAL DISTRICT FUND

FY 2027 BUDGET

	FY2025	FY2026	FY2027
Beginning Fund Balance	$0	$0	$1,237,871
Revenues	0	1,250,000	1,250,000
Expenditures	0	12,129	2,487,871
Ending Fund Balance	**$0**	**$1,237,871**	**$0**

PUBLIC SAFETY SPECIAL DISTRICT FUND

FY 2027 BUDGET

	FY2025	FY2026	FY2027
Beginning Fund Balance	$0	$0	$0
Revenues	0	0	21,000,000
Expenditures	0	0	21,000,000
Ending Fund Balance	**$0**	**$0**	**$0**

HOTEL / MOTEX TAX FUND

FY 2027 BUDGET

	FY2025	FY2026	FY2027
Beginning Fund Balance	$0	$0	$0
Revenues	568,688	564,431	500,000
Expenditures	568,688	564,431	500,000
Ending Fund Balance	**$0**	**$0**	**$0**

RENTAL MOTOR VEHICLE EXCISE TAX FUND

FY 2027 BUDGET

	FY2025	FY2026	FY2027
Beginning Fund Balance	$0	$0	$0
Revenues	0	35,500	30,000
Expenditures	0	35,500	30,000
Ending Fund Balance	**$0**	**$0**	**$0**

CAPITAL PROJECT FUND

FY 2027 BUDGET

	FY2025	FY2026	FY2027
Beginning Fund Balance	$0	$0	$800,000
Revenues	0	1,400,000	3,000,000
Expenditures	0	600,000	3,800,000
Ending Fund Balance	**$0**	**$800,000**	**$0**

CAPITAL GRANTS FUND

FY 2027 BUDGET

	FY2025	FY2026	FY2027
Beginning Fund Balance	$0	$0	$0
Revenues	0	0	3,464,000
Expenditures	0	0	3,464,000
Ending Fund Balance	**$0**	**$0**	**$0**

URBAN REDEVELOPMENT AGENCY FUND

FY 2027 BUDGET

	FY2025	FY2026	FY2027
Beginning Fund Balance	$0	$2,565,771	$3,236,504
Revenues	5,268,424	7,554,591	973,910
Expenditures	2,702,653	6,883,858	4,210,414
Ending Fund Balance	**$2,565,771**	**$3,236,504**	**$0**

SUMMARY OF EXPENDITURES BY FUND PROPOSED FY2027

Fund Name	Balance
General Fund	$22,770,810
Tree & Beautification Fund	160,000
Operating Grants Fund	0
Six Flags Special Services District Fund	1,250,000
Public Safety Special Services District Fund	21,000,000
Hotel/Motel Tax Fund	500,000
Rental Motor Vehicle Excise Tax Fund	30,000
Capital Projects Fund*	3,800,000
Capital Grants Fund*	3,464,000
Urban Redevelopment Agency Fund	973,910
Total All Funds	**$45,710,810**

**** Multi-Year Funds***



QUESTIONS ?

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Proclamation In Recognition of Municipal Clerks Week

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. Proclamation in Recognition of Municipal Clerks Week

CITY OF MABLETON
Office of the Mayor

Proclamation

RECOGNIZING PROFESSIONAL MUNICIPAL CLERKS WEEK
MAY 3-9, 2026

WHEREAS, the Office of the Municipal Clerk, a time-honored and vital part of local government, exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants and provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops, and annual meetings of their state, provincial, county, and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk; and

WHEREAS, the week of May 3-9, 2026, has been declared Professional Municipal Clerks Week; and

WHEREAS, the City of Mableton wishes to recognize Susan Hiott, City Clerk; Alison Benson, Deputy City Clerk; and Margaret Fox, Administrative Assistant, for their exemplary service, professionalism, and dedication to the effective administration of municipal government, ensuring transparency, accuracy, and accessibility in all official City records and proceedings.

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor and City Council of the City of Mableton, Georgia, do hereby recognize May 3-9, 2026, as Professional Municipal Clerks Week in the City of Mableton and extend sincere appreciation to the Office of the Municipal Clerk for their outstanding service to the community.

BE IT FURTHER PROCLAIMED that all residents are encouraged to join in recognizing the important role Municipal Clerks play in our local government and to express their gratitude for the dedication and professionalism demonstrated each day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Mableton, Georgia, to be affixed this 13th day of May, 2026.

_____
Susan Hiott
City Clerk, City of Mableton

_____
Michael Owens
Mayor, City of Mableton

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Proclamation In Recognition of Municipal Court Clerks Week

BACKGROUND/SUMMARY:

Proclaimed and issued by Governor Brian Kemp on January 30, 2026, the Georgia Municipal Court Clerks Council (GMCCC) is excited to announce *Municipal Court Clerks Week* for the State of Georgia. Municipal Court Clerks Week is a great time to not only recognize how much municipal court clerks do, but share with our city leaders and the public the important role that court clerks play in the local criminal justice system. GMCCC encourages all cities to adopt the attached model proclamation in recognition of Municipal Court Clerks Week.

BUDGETED/FINANCIAL IMPACT – FUND: None.

RECOMMENDATION: To Proclaim.

ATTACHMENTS:

1. Recognizing Municipal Court Clerks Week

CITY OF MABLETON
Office of the Mayor

Proclamation

RECOGNIZING MUNICIPAL COURT CLERKS WEEK
June 8-12, 2026

WHEREAS, Municipal Court Clerks play a significant role in ensuring that municipal courts preserve public safety and promote quality of life in the City of Mableton and local municipalities across the state;

WHEREAS, the procedures for the Municipal Court of Mableton operations are set forth by the Uniform Rules of Municipal Court and other laws of the State of Georgia;

WHEREAS, more people come in contact with Municipal Court Clerks than all other city services combined and public impression of the Georgia Judicial System is largely dependent upon the public's experience in municipal court;

WHEREAS, Municipal Court Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all;

WHEREAS, the Municipal Court of Mableton is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us; Municipal Court Clerks act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, it is most appropriate that we recognize the accomplishments and significant role the Municipal Court Clerks play in preserving the public confidence, integrity and impartiality of the judiciary.

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor and City Council of the City of Mableton, Georgia, do hereby recognize June 8-12, 2026, as Municipal Court Clerks Week in the City of Mableton and extend sincere appreciation to our Court Administrator Mallory Minor, Court Clerks Robin Caldwell and Victoria Harris-Ferguson, and all Georgia Municipal Court Clerks for the vital services they perform and their exemplary dedication to the communities they represent and serve.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Mableton, Georgia, to be affixed this 13th day of May, 2026.

_____
Susan Hiott
City Clerk, City of Mableton

_____
Michael Owens
Mayor, City of Mableton

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval to negotiate, execute in substantial format the stormwater maintenance agreement for Aldora Glass. Property is located at 7170 Delta Circle in Land Lot 504, 18th District, Cobb County. PIN 18050400210

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. SWMA - Aldora Glass

STATE OF GEORGIA **COUNTY OF COBB**

CITY OF MABLETON

Maintenance Agreement

WHEREAS, Property Owner **7170 DELTA CIRCLE LLC** recognizes that the wet or extended detention facility or facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development in the City of Mableton called **7170 DELTA CIRCLE GLASS WAREHOUSE,** located in Land Lot(s) **504 & 505,** District(s) **18,** of Cobb County, Georgia; and

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

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

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

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

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

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

Property Owner, its administrators, executors, successors, heirs and assigns hereby indemnifies and holds harmless City and its City's Contract Provider, as well as their authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against City or City's Contract Provider from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or City or City's

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

SECTION 10.

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

SECTION 11.

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

SECTION 12.

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

SO AGREED this 15th day of April, 2026

7170 DELTA CIRCLE LLC, a Florida limited liability company		Attest:
LEON SILVERSTEIN		Corporate Secretary
Managing member		

Sworn to and subscribed before me

This 13th day of April 2026

Notary Public

Commission Expires:

Recommended by Contract Provider:

By: P.E.

KATHERINE BARKSDALE NOTARY PUBLIC MY COMMISSION EXPIRES 11-15-2027 STATE OF FLORIDA COMMISSION NUMBER HH 464360

CITY OF MABLETON, GEORGIA

By:
Title:

Date:

Attachments:

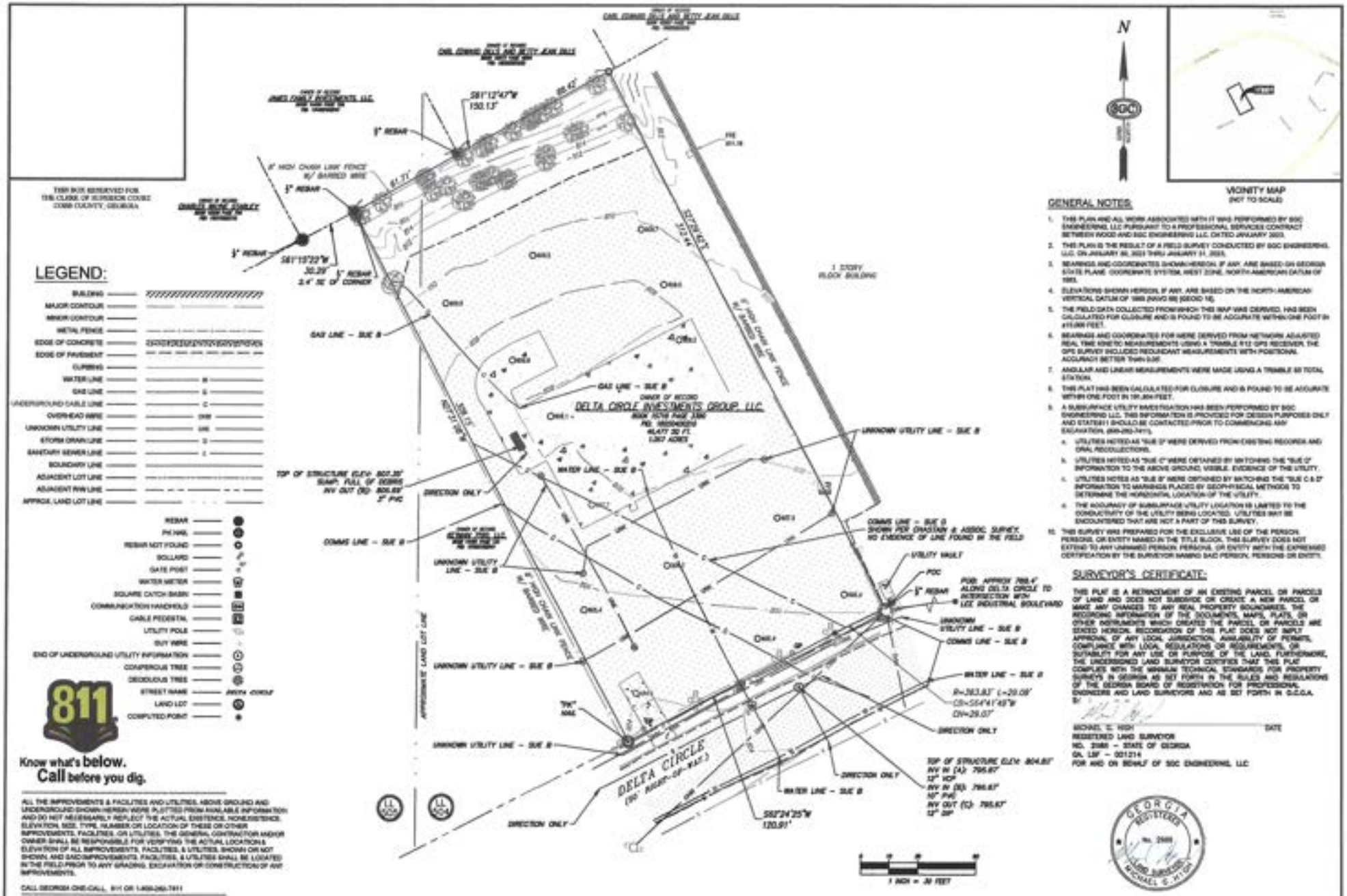
Exhibit "A" Plat and Legal Description
Exhibit "B" Maintenance and Inspection Schedule
Exhibit "C" Access Easement
Exhibit "D" Standard BMP Operation and Maintenance Inspection Report

EXHIBIT "A" & LEGAL DESCRIPTION

LEGAL DESCRIPTION

All that tract of parcel of land lying and being in Land Lots 504 and 505 in the 18th District and 2nd Section of Cobb County, Georgia and being more fully described as follows:

Beginning at a 1/2" rebar POC found on the northern right of way of Delta Circle, being located 788.4' along the northern right of way of Delta Circle from the right of way intersection of Delta Circle and Lee Industrial Boulevard; Thence along the northern right of way of Delta Circle with a curve turning to the left with an arc length of 29.08', with a radius of 363.83', with a chord bearing of S64° 41' 49"W, with a chord length of 29.07' to a point: Thence continuing along said right of way S62°24' 25"W a distance of 120.91' to a PK Nail; Thence leaving said right of way N27° 31' 08"W a distance of 308.15' to a 1/2" rebar found; Thence N61° 12' 47"E a distance of 150.13' to a point; Thence S27° 29' 42"E a distance of 312.44' to the POC.



NO.	REVISION	DATE

SGC

SGC ENGINEERING, LLC
410 CHURCHILL COURT
WOODSTOCK, GEORGIA 30188
PHONE: 770-575-4000
WWW.SGCENG.COM
GA LSF 001214

BOUNDARY & TOPOGRAPHIC SURVEY FOR

DELTA CIRCLE INVESTMENTS GROUP, LLC.

ACROSS THE LANDS OF

7170 DELTA CIRCLE

PID: 18050400210

LAND LOTS 504 AND 505, DISTRICT 18, SECTION 2, CITY OF AUSTELL, COBB COUNTY, GEORGIA

DATE:	02-23-2023
SCALE:	1" = 30'
DRAWN BY:	KSK
APPROVED BY:	MGH

SHEET 1 OF 1

05/02/2023 9:43pm - Kevin Kistler - G:\PROJECTS\21x3001 - MDP - 7170 Delta Circle\DWG\21x3001 base.dwg

EXHIBIT "B"
UNDERGROUND DETENTION TYPICAL ROUTINE MAINTENANCE ACTIVITIES AND SCHEDULE

Activity	Schedule
• Remove any trash/debris and sediment buildup in the underground trash racks, vaults or tanks. • Check drainage areas for trash, erosion, and debris. • Clean underground detention if hazardous or foreign substances are spilled in the contributing drainage area. • Perform structural repairs to inlet and outlets.	As needed
• Follow manufacturer's guidelines and develop/adjust plan for the underground detention. • Clean out underground detentions with vacuum or boom trucks. • Clean sediment or oil chambers	Annually

Underground Detention

Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
General Inspection					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
Inlet Structure and Pretreatment					
Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc.					
Inlet structure is in good condition. No signs of cracks or leaks.					
Diversion structure (high flow bypass structure or other) is free of trash, debris, or sediment. Comment on overall condition of diversion structure and list type.					
Inlet pipe fits tightly to the underground detention.					
Inlet has protection to prevent clogging with leaves or other debris and has fine mesh for mosquito control.					
Main Treatment					
Main treatment area is free of trash, debris, and sediment.					
Structure seems to be working properly. No signs of settling, leaking, or cracking. Comment on overall condition of structure.					
Emergency Overflow and Outlet Structure					
Area is free of trash, debris, and sediment.					
Overflow valve appears to be in good condition and show no signs of leaking.					
Results					
Overall condition of Underground Detention:					
Additional Comments					

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

EXHIBIT "C"

PERMANENT WATER QUALITY BMP AND ACCESS EASEMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF COBB

THIS EASEMENT granted this 13th day of April, 2026

between the property owner 7170 DELTA CIRCLE LLC a party of the first part, hereinafter referred to as Grantor, and City of Mableton, a municipal corporation of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

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

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

MAINTENANCE AGREEMENT

SO AGREED this 13th day of April 2026.

PROPERTY OWNER

7170 DELTA CIRCLE LLC

By: _____
Signature of Managing

LEON SILVERSTEIN
Printed or Typed Name

Attest: _____
Signature of Witness

Michele Gilbert
Printed or Typed Name

By: _____
Signature of Owner

_____
Printed or Typed Name

Attest: _____
Signature of Witness

_____
Printed or Typed Name

By: _____
Signature of Owner

_____
Printed or Typed Name

Attest: _____
Signature of Witness

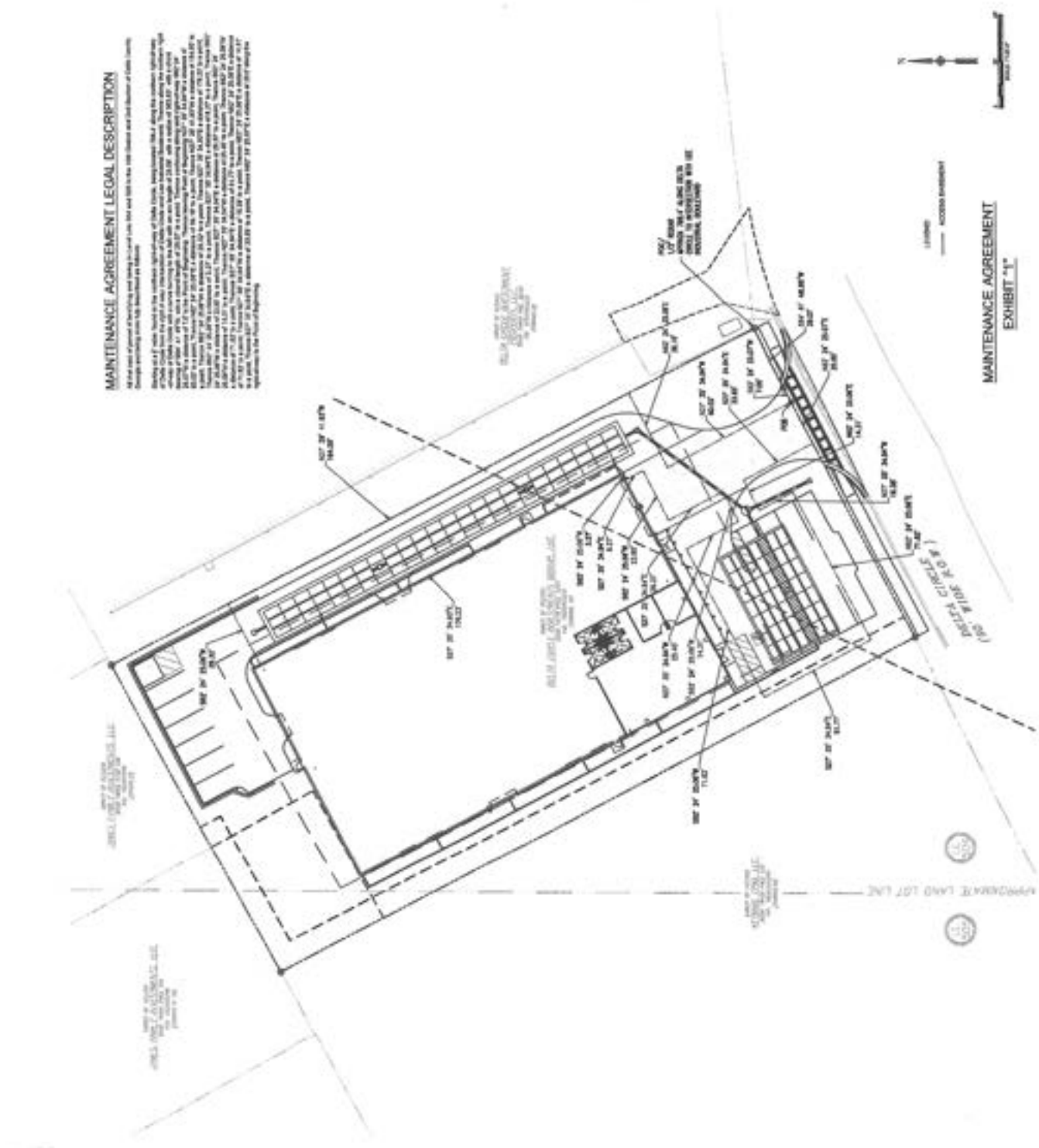
_____
Printed or Typed Name

_____
(Notary Public)

KATHERINE BARKSDALE
NOTARY PUBLIC
MY COMMISSION EXPIRES 11-15-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 464560

Attachments: Exhibit 1 (Plat of Easement)

EXHIBIT "1" & LEGAL DESCRIPTION



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

ITEM INSPECTED	CHECKED Yes	No	MAINTENANCE Reod.	NotReod.	OBSERVATIONS & REMARKS
8. Pond Drain Valve					
a. Operational/Exercised					
b. Chained and Locked					
9. Outfall Channels Functioning					
IO. Other (Specify)					
C. Permanent Pool - Wet Ponds					
1. Undesirable Vegetative Growth					
2. Floating or Floatable Debris Removal Reauired					
3. Visible Pollution					
4. Shoreline Problems					
5. Other (Specify)					
D. Dry Pool Areas - Dry Pond					
1. Vegetation Adequate					
2. Undesirable Vegetative Growth					
3. Undesirable Woody Growth					
4. Low Flow Channels Clear of Obstructions					
5. Standing Water or Wet Spots					
6. Sediment and/or Trash Accumulation					
7. Other (Specify)					
E. Condition of Outfalls into Pond Area					
1. Rip Rap Failures					
2. Slope Invert Erosion					
3 Storm Drain Pipes					
4 Endwalls/Headwalls					
5. Other (Specify)					

ITEM rNSPECTED	CHECKED Yes	No	MArNTENANCE Reqd.	NotReqd.	OBSERVATIONS & REMARKS
F. Other					
1. Encroachments on Pond or Easement Area (Be Specific)					
2. Complaints from Local Residents (Describe on Back)			N/A	N/A	
3. Aesthetics					
a. Grass Mowing Reqd.					
b. Graffiti Removal Reqd.					
c. Other					
4. Public Hazards (Be Specific)					
5. Maintenance Access					

SUMMARY

1. Inspector's Remarks:

_____

_____

_____

_____

_____

2. Overall Condition of Facility (Check One)

Acceptable _____

Unacceptable._____

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

Signed: _____ Date:_____

Inspector

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Authorization and Certification of the Estimated Roll-Back Rate to Establish 0.00 mills as the Millage Rate Provided to the Cobb County Tax Assessors Office and the Cobb County Tax Commissioners Office for the 2026 Assessment Notices

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. Certification of Roll-Back Rate 2026

AGENDA MEMO

TO: Honorable Mayor and City Council Members
FROM: Karen Ellis, Finance Director
DATE: Submitted on April 22, 2026, for the April 23, 2026, Regular City Council Meeting

AGENDA ITEM: Authorization and Certification of the Estimated Roll-Back Rate to Establish 0.00 mills as the Millage Rate Provided to the Cobb County Tax Assessors Office and the Cobb County Tax Commissioners Office for the 2026 Assessment Notices.

PURPOSE:

To approve the certification of the estimated rollback rate for the current year as required by House Bill 92, signed into law by the Governor on April 1, 2025.

BACKGROUND:

On April 18, 2024, Governor Kemp signed House Bill 581 into law which proposed a statewide homestead exemption and required that notices of assessment include the current year's estimated rollback rate. On April 1, 2025, the General Assembly passed House Bill 92 which was signed into law by Governor Kemp. This bill added a new code section, O.C.G.A. § 48-5-306.2, which reads as follows:

> Each levying and recommending authority shall annually calculate its estimated roll-back rate for the current year and shall certify such rate to the county board of tax assessors and county tax commissioner no less than 15 days prior to the postmark of the annual notice of assessment.

Based on the City's estimated budget, the 2026 estimated rollback rates for the General Fund are 0.00 mills.

The certification process is not further described in the bill so, out of an abundance of caution, it is requested that Council approve and certify this rate for inclusion on the 2026 notices of assessment.

RECOMMENDATION:

The City Council approve the certification of the estimated rollback rate for the current year as required by House Bill 92, signed into law by the Governor on April 1, 2025; and authorize the Mayor to sign any necessary documents to accomplish said purpose.

REVIEW & APPROVALS:

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

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Resolution to Adopt Uniform Municipal Court Rules of Procedure

BACKGROUND/SUMMARY: The City desires through this Resolution to adopt the Uniform Rules for Municipal Courts of the State of Georgia, as promulgated, updated and amended by the Council of Municipal Court Judges of Georgia to help provide for the speedy and efficient resolution of disputes and prosecutions within the Municipal Court of Mableton.

BUDGETED/FINANCIAL IMPACT – FUND: None.

RECOMMENDATION: To Approve.

ATTACHMENTS:
1. Resolution Adopting Uniform Municipal Court Rules Rev. 4.7.26 (4)
2. UNIFORM-MUNICIPAL-COURT-RULES-2024_12_12 (1) (4)

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

A RESOLUTION ADOPTING THE UNIFORM RULES FOR MUNICIPAL COURTS OF THE STATE OF GEORGIA AND FOR OTHER LAWFUL PURPOSES

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

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

WHEREAS, the Council of Municipal Court Judges of Georgia is a state organization operating under the authority of O.C.G.A. § 36-32-40 and other applicable laws, created to support, train and improve the administration of municipal courts throughout Georgia;

WHEREAS, the Council of Municipal Court Judges of Georgia promulgates *Uniform Rules for Municipal Courts of the State of Georgia* under the inherent powers of the Supreme Court of Georgia to provide for the speedy and efficient resolution of disputes and prosecutions;

WHEREAS, the City desires through this Resolution to adopt the *Uniform Rules for Municipal Courts of the State of Georgia,* as promulgated, updated and amended by the Council of Municipal Court Judges of Georgia to help provide for the speedy and efficient resolution of disputes and prosecutions within the Municipal Court of Mableton; and

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

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

Section 1. Adoption. The City hereby adopts the *Uniform Rules for Municipal Courts of the State of Georgia,* as promulgated, updated and amended by the Council of Municipal Court Judges of Georgia.

****

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

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

constitutional.

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

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

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

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

BE IT SO RESOLVED, this _____ day of _____, 2026.

ATTEST: CITY OF MABLETON, GEORGIA:

_____ _____

Susan D. Hiott, City Clerk Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

_____

Emilia Walker-Ashby, City Attorney

UNIFORM RULES

MUNICIPAL COURTS OF THE STATE OF GEORGIA

COUNCIL OF MUNICIPAL COURT JUDGES

DECEMBER 2024

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RULE 1. PREAMBLE

These rules are promulgated pursuant to the inherent powers of the Supreme Court of Georgia in order to provide for the speedy, efficient and inexpensive resolution of disputes and prosecutions. It is not the intention, nor shall it be the effect, of these rules to conflict with the Constitution or substantive law, either per se or in individual actions, and these rules shall be so construed and in case of conflict shall yield to substantive law. It is not the intent of these rules, nor shall these rules be construed, to require any municipal, recorders or any other court deemed a municipal court, to become or remain a court of record or to employ the services of any personnel, including solicitors or prosecuting attorneys, unless otherwise provided by general law, charter or ordinance.

1.1 Repeal of Local Rules.

All local rules of the municipal courts shall expire effective February 3, 2010. If any municipal court by action of a majority of its judges (or failing this, by action of its chief judge) proposes to prevent any local rule from expiring pursuant to Rule 1.1, then a proposal to prevent the local rule from expiring must be presented to the Court for approval 30 days prior to the expiration date as stated in Rule 1.1. Only those rules reapproved by the Supreme Court of Georgia on or after February 3, 2010, shall remain in effect after that date. Rules timely resubmitted shall remain in effect until action by the Supreme Court of Georgia.

1.2 Authority to Enact Rules Which Deviate From the Uniform Rules.

(a) The term "local rules" will no longer be used in the context of the Uniform Municipal Court Rules.

(b) Each municipal court by action of a majority of its judges (or failing this, by action of its chief judge), from time to time, may propose to make and amend rules which deviate from the Uniform Municipal Court Rules, provided such proposals are not inconsistent with general laws, these Uniform Municipal Court Rules, or any directive of the Supreme Court of Georgia. Any such proposals shall be filed with the clerk of the Supreme Court of Georgia; proposals so submitted shall take effect thirty (30) days after approval by the Supreme Court of Georgia. It is the intendment of these rules that rules which deviate from the Uniform Municipal Court Rules be restricted in scope.

(c) The municipal court, by action of a majority of its judges (or failing this, by action of its chief judge), may continue to promulgate rules which relate only to internal procedure and do not affect the rights of any party substantially or materially, either to unreasonably delay or deny such rights, and provided that those rules shall not conflict with these uniform rules. These rules, which will be designated "internal operating procedures," do not require the approval of the Supreme Court. "Internal operating procedures," as used in these Uniform Municipal Court Rules, are defined as rules which relate to case management, administration, and operation of the court or govern programs which relate to filing costs in civil actions, costs in criminal matters, case management, administration, and operation of the court.

(d) Notwithstanding these uniform rules, the municipal court, by action of a majority of its judges (or failing this, by action of its chief judge), may promulgate experimental rules applicable to pilot projects, upon approval of the Supreme Court, adequately advertised to the local bar, with copies to the State Bar of Georgia, not to exceed a period of one year, subject to extension for one additional year upon approval of the Supreme Court. At the end of the second

year, any such pilot projects will be allowed to sunset unless approved by the Supreme Court to remain in effect for a longer period of time.

(e) Rules which are approved as deviations from the Uniform Municipal Court Rules and internal operating procedures of courts shall be published by the court in which the rules are effective. Copies must be made available through the clerk of the municipal court for the city where the rules are effective, and shall be posted on the adopting municipal court's website, if such exists. Any amendments to deviations from the Uniform Municipal Court Rules or to internal operating procedures must be published and made available through each municipal court clerk's office within fifteen (15) days of the effective date of the amendment or change. Summaries of amendments or deviations shall be published once per week for two consecutive weeks in the newspaper in which legal announcements are customarily made by the municipality in which the municipal court is located, and shall be provided to the State Bar of Georgia and all local bar associations serving the municipality.

(f) Internal operating procedures effective in any court must be filed with the Supreme Court even though Supreme Court approval is not needed for these rules.

1.3 Matters of Statewide Concern.

The following rules, to be known as "Uniform Municipal Court Rules," are to be given statewide application.

1.4 Deviation.

These rules are not subject to local deviation except as provided herein. A specific rule may be superseded in a specific action or case or by an order of the court entered in such case explaining the necessity for deviation and served upon the attorneys or pro se parties in the case.

1.5 Amendments.

The Council of Municipal Court Judges shall have a permanent committee to recommend to the Supreme Court such changes and additions to these rules as may from time to time appear necessary or desirable. The State Bar of Georgia and the Uniform Rules Committee Chairpersons of the Council of each class of court shall receive notice of the proposed changes and additions and be given the opportunity to comment.

1.6 Publication of Rules and Amendments.

These rules and any amendments to these rules shall be published in the advance sheets to the *Georgia Reports*. Unless otherwise provided, the effective date of any amendment to these rules is the date of publication in the advance sheets to the *Georgia Reports*.

RULE 2. DEFINITIONS

2.1 Attorney.

The word "attorney" as used in these rules refers to any person admitted to the State Bar of Georgia and any person who has been properly admitted to the court pro hac vice. Pro se litigants are governed by the same rules as attorneys.

2.2 Judge.

The word "judge" as used in these rules refers to any person serving or acting as a judge of a municipal court in the State of Georgia. The term "chief judge" shall be that judge designated as such by the municipality according to its charter and ordinances, or failing that, the sole judge designated or elected as municipal court judge by the municipality, and in the case of municipal courts with more than one municipal court judge, by majority vote of the municipal court judges, for such term as may be provided by charter, ordinance, or internal operating procedures adopted in accordance with these uniform rules.

2.3 Clerk.

Unless the context of these rules requires otherwise, the word "clerk" as used in these rules refers to the person designated according to the charter and ordinances of the municipality, as the primary person most directly responsible for the administration of a municipal court other than a judge of the municipal court. If provided by the charter or ordinances of the municipality, the chief judge may designate deputy clerks who shall have the same authority as the clerk.

2.4 Assigned Judge.

The term "assigned judge" as used in these rules refers to the judge to whom an action is assigned in accordance with these rules; or, if the context permits, in municipal courts having approved local rules permitting a general calendaring system, to the trial judge responsible for the matter at any particular time.

2.5 Gender Neutral Pronouns.

The pronoun "he" shall include "she" and vice versa, unless the context clearly indicates otherwise; the pronoun "her" shall include "him" and vice versa, unless the context clearly indicates otherwise.

RULE 3. HOURS OF COURT OPERATION

The hours of court operation shall be set by the chief judge of each court and shall be recorded with the clerk of the municipal court. Such information shall include the following:

(1) Normal hours and location of court.

(2) Emergency after-hours availability of judges and the names of such judges; provided, however, that personal telephone numbers and address information need not be included in the public records of the clerk.

(3) Holidays during which the court will be closed and a plan for the availability of judges on such days.

(4) Days on which the court holds hearings and the times and locations of such hearings.

RULE 4. ASSIGNMENT OF CASES

4.1 Case Assignment.

Unless provided by approved internal procedures or pursuant to assignment by the chief judge, cases shall not be assigned to a particular judge. Provided, however, that once any judge has first heard sworn testimony or made any ruling in a case other than the granting of an arrest or search warrant, the setting of bail and the initial finding of probable cause, or the granting of a

continuance, that case shall thereafter be considered only by that judge, except upon the approval of that judge. In municipal courts served by more than one judge, the clerk of court shall schedule the presiding of those judges over the various court calendars according to a plan approved by a majority of those judges. This rule shall not apply to probation revocation hearings.

4.2 Recusal.

4.2.1 Motions.

All motions to recuse or disqualify a judge presiding in a particular case or proceeding shall be timely filed in writing and all evidence thereon shall be presented by accompanying affidavit(s) which shall fully assert the facts upon which the motion is founded. Filing and presentation to the judge shall be not later than five (5) days after the affiant first learned of the alleged grounds for disqualification, and not later than ten (10) days prior to the hearing or trial which is the subject of recusal or disqualification, unless good cause be shown for failure to meet such time requirements. In no event shall the motion be allowed to delay the trial or proceeding.

4.2.2 Affidavit.

The affidavit shall clearly state the facts and reasons for the belief that bias or prejudice exists, being definite and specific as to time, place, persons and circumstances of extra-judicial conduct or statements, which demonstrate either bias in favor of any adverse party, or prejudice toward the moving party in particular, or a systematic pattern of prejudicial conduct toward persons similarly situated to the moving party, which would influence the judge and impede or prevent impartiality in that action. Allegations consisting of bare conclusions and opinions shall not be legally sufficient to support the motion or warrant further proceedings.

4.2.3 Duty of the trial judge.

When a judge is presented with a motion to recuse, or disqualify, accompanied by an affidavit, the judge shall temporarily cease to act upon the merits of the matter and shall immediately determine the timeliness of the motion and the legal sufficiency of the affidavit, and make a determination, assuming any of the facts alleged in the affidavit to be true, whether recusal would be warranted. If it is found that the motion is timely, the affidavit sufficient and that recusal would be authorized if some or all of the facts set forth in the affidavit are true, another judge shall be assigned to hear the motion to recuse. The allegations of the motion shall stand denied automatically. The trial judge shall not otherwise oppose the motion.

4.2.4 Procedure upon a motion for disqualification.

The motion shall be assigned for hearing to another judge, who shall be selected in the following manner:

(a) If within a single-judge municipality, the most senior in service District Representative judge serving on the Executive Committee of the Council of Municipal Court Judges shall select the judge;

(b) If within a two-judge municipality, the other judge, unless disqualified, shall hear the motion;

(c) If within a multi-judge municipality, composed of three (3) or more judges, selection shall be made by use of the municipality's existing random, impartial case assignment method. If

the municipality does not have random, impartial case assignment rules, then assignment shall be made as follows:

(1) The chief judge of the municipality shall select a judge within the municipality to hear the motion, unless the chief judge is the one against whom the motion is filed; or

(2) In the event the chief judge is the one against whom the motion is filed, the assignment shall be made by the judge of the municipality who is most senior in terms of service other than the chief judge and who is not also a judge against whom the motion is filed; or

(3) When the motion pertains to all active judges in the municipality, the most senior in service District Representative judge serving on the Executive Committee of the Council of Municipal Court Judges shall select a judge outside the municipality to hear the motion.

(d) If the most senior in service District Representative judge serving on the Executive Committee of the Council of Municipal Court Judges is the one against whom the motion is filed, the District Representative judge within the district next senior in time of service shall serve in this selection process instead.

If the motion is sustained, the selection of another judge to hear the case shall follow the same procedure as outlined above.

(e) If all judges within a municipality are disqualified, including all District Representative judges, the matter shall be referred by the disqualified most senior in service District Representative judge to the most senior in service District Representative judge of an adjacent district for the appointment of a judge who is not a member of the district to preside over the motion or case.

4.2.5 Selection of judge.

In the instance of any hearing on a motion to recuse or disqualify a judge, the challenged judge shall neither select nor participate in the selection of the judge to hear the motion; if recused or disqualified, the recused or disqualified judge shall not select nor participate in the selection of the judge assigned to hear further proceedings in the involved action.

4.2.6 Findings and ruling.

The judge assigned may consider the motion solely upon the affidavits, but may, in the exercise of discretion, convene an evidentiary hearing. After consideration of the evidence, the judge assigned shall rule on the merits of the motion and shall make written findings and conclusions. If the motion is sustained, the selection of another judge to hear the case shall follow the same procedure as established in Rule 4.2.4 above. Any determination of disqualification shall not be competent evidence in any other case or proceedings.

4.2.7 Voluntary recusal.

If a judge, either on the motion of one of the parties or the judge's own motion, voluntarily disqualifies, another judge, selected by the procedure set forth in Rule 4.2.4 above, shall be assigned to hear the matter involved. A voluntary recusal shall not be construed as either an admission or denial to any allegations which have been set out in the motion.

RULE 5. DOCKETS

5.1 Docket Categories.

Each municipal court shall keep a docket for criminal cases, arrests and search warrants, and a separate docket for all other actions.

5.2 Time of Docketing.

Actions shall be entered by the clerk, deputy clerk, or judge in the proper docket immediately or within a reasonable period after being received in the clerk's office.

RULE 6. WITHDRAWAL OF PAPERS FROM THE MUNICIPAL COURT

No original papers may be withdrawn from the municipal court. However, copies of any documents may be obtained by any party or the attorney for any party upon payment of copy costs to the clerk. All court records are public and are to be available for inspection in accordance with and as limited by the Georgia Open Records Act, as amended.

RULE 7. DUTIES OF ATTORNEYS AND ALL PARTIES

7.1 Notification of Representation.

No attorney shall appear in his or her representative capacity before a municipal court until he or she has entered an appearance by filing a signed entry of appearance form or by filing a signed pleading in a pending action. An entry of appearance shall state (1) the style and case number; (2) the identity of the party for whom the appearance is made; and (3) the name and current office address, telephone number and bar number of the attorney.

7.2 Withdrawal of Counsel.

(a) An attorney appearing of record in any action pending in any municipal court, who wishes to withdraw as counsel for any party therein, shall submit a written request to an appropriate judge of the court for an order of court permitting such withdrawal. Such request shall state that the attorney has given due written notice to the affected client respecting such intention to withdraw ten (10) days (or such lesser time as the court may permit in any specific instance) prior to submitting the request to the court or that such withdrawal is with the client's consent. Such request will be granted unless in the judge's discretion to do so would delay the trial of the action or otherwise interrupt the orderly operation of the court or be manifestly unfair to the client. The attorney requesting an order permitting withdrawal shall give notice to the solicitor or prosecuting attorney, if any, and shall file with the clerk in each such action and serve upon the client, personally or at that client's last known address, a notice which shall contain at least the following information:

(1) That the attorney wishes to withdraw;

(2) That the court retains jurisdiction of the action;

(3) That the client has the burden of keeping the court informed respecting where notices, pleadings or other papers may be served;

(4) That the client has the obligation to prepare for trial or hire other counsel to prepare for trial when the trial date has been set;

(5) That if the client fails or refuses to meet these burdens, the client may suffer adverse consequences, including, in criminal cases, bond forfeiture and arrest;

(6) The dates of any scheduled proceedings, including trial, and that holding of such proceedings will not be affected by the withdrawal of counsel;

(7) That service of notices may be made upon the client at the client's last known address; and

(8) That unless the withdrawal is with the client's consent, the client has the right to object within ten (10) days of the date of the notice.

(b) The attorney seeking to withdraw shall prepare a written notification certificate stating that the above notification requirements have been met, the manner by which such notification was given to the client, and the client's last known address and telephone number. The notification certificate shall be filed with the court and a copy mailed to the client and all other parties. The client shall have ten (10) days prior to entry of an order permitting withdrawal or such lesser time as the court may permit within which to file objections to the withdrawal. After the entry of an order permitting withdrawal, the client shall be notified by the withdrawing attorney of the effective date of the withdrawal; thereafter all notices or other papers may be served on the party directly by mail at the last known address of the party until new counsel enters an appearance.

7.3 Duty to Utilize Assigned Judge; Notification of Previous Presentation to Another Judge.

Attorneys shall not present to any judge any matter or issue in any case which has been assigned to or a ruling made by another judge, except under the most compelling circumstances. In that event, any attorney doing so shall first advise the judge to whom the matter is presented that the action is assigned to or a ruling has been made by another judge. Counsel shall also inform the assigned or previous ruling judge as soon as possible that the matter was presented to another judge. Attorneys shall not present to a judge any matter which has been previously presented to another judge without first advising the former of the fact and result of such previous presentation.

7.4 Prohibition on Ex Parte Communications.

Except as authorized by law or by rule, judges shall not initiate, permit or consider ex parte communications by interested parties or their attorneys concerning a pending or impending proceeding. Where circumstances require ex parte communications for scheduling, administrative purposes or emergencies that do not deal with substantive matters or the merits of the case are authorized, provided:

1. The judge reasonably believes that no party will gain a procedural or tactical advantage as a result of the ex parte communication; and

2. The judge takes reasonable steps to promptly notify all parties of the substance of the ex parte communication and allows an opportunity to respond.

7.5 Duty to Attend and Remain.

Attorneys and parties having matters on calendars, unless excused by the judge, are required to be in court at the call of the matter and to remain until otherwise directed by the court. The failure of any attorney or party in this respect shall subject that attorney or party to the contempt powers of the court.

RULE 8. RESOLUTION OF CONFLICTS-STATE AND FEDERAL COURTS

(a) An attorney shall not be deemed to have a conflict unless:

(1) The attorney is lead counsel in two or more of the actions affected; and

(2) The attorney certifies that the matters cannot be adequately handled, and the client's interest adequately protected, by other counsel for the party in the action or by other attorneys in lead counsel's firm; certifies compliance with this rule and has nevertheless been unable to resolve the conflicts; and certifies in the notice a proposed resolution by list of such cases in the order of priority specified by this rule.

(b) When an attorney is scheduled for a day certain by trial calendar, special setting or court order to appear in two or more courts (trial or appellate; municipal, state or federal), the attorney shall give prompt written notice as specified in paragraph (a) above of the conflict to opposing counsel, to the clerk of each court and to the judge before whom each action is set for hearing (or, to an appropriate judge if there has been no designation of a presiding judge). The written notice shall contain the attorney's proposed resolution of the appearance conflicts in accordance with the priorities established by this rule and shall set forth the order of cases to be tried with a listing of the date and data required by paragraphs (b) (1)-(4) as to each case arranged in the order in which the cases should prevail under this rule. In the absence of objection from opposing counsel or the courts affected, the proposed order of conflict resolution shall stand as offered. Should a judge wish to change the order of cases to be tried, such notice shall be given promptly after agreement is reached between the affected judges. Attorneys confronted by such conflicts are expected to give written notice such that it will be received at least seven (7) days prior to the date of conflict. Absent agreement, conflicts shall be promptly resolved by the judge or the clerk of each affected court in accordance with the following order of priorities:

(1) Criminal (felony) actions shall prevail over civil actions;

(2) Jury trials shall prevail over non-jury matters, including trials and administrative proceedings;

(3) Appellate arguments shall prevail over trials, hearings and conferences;

(4) Within each of the above categories only, the action which was first filed shall take precedence.

(c) Conflict resolution shall not require the continuance of the other matter or matters not having priority. In the event any matter listed in the letter notice is disposed of prior to the scheduled time set for any other matter listed or subsequent to the scheduled time set but prior to the end of the calendar, the attorney shall immediately notify all affected parties, including the court affected, of the disposal and shall, absent good cause shown to the court, proceed with the remaining case or cases in which the conflict was resolved by the disposal in the order of priorities as set forth heretofore.

RULE 9. LEAVES OF ABSENCE

9.1 Leaves for Thirty (30) Calendar Days or Less.

An attorney of record shall be entitled to a leave of absence for thirty (30) days or less from court appearance in pending matters which are neither on a published calendar for court appearance, nor noticed for a hearing during the requested time, by submitting to the clerk of the court at least thirty (30) calendar days prior to the effective date for the proposed leave, a written notice containing:

(a) A list of the actions to be protected, including the action numbers, and date and time of any previously calendared appearance;

(b) The reason for leave of absence; and

(c) The duration of the requested leave of absence.

A copy of the notice shall be sent, contemporaneously, to the judge before whom an action is pending and all opposing counsel. Unless opposing counsel files a written objection within ten (10) days with the clerk of the court, with a copy to the court and all counsel of record, or the court responds denying the leave of absence, such leave will stand granted without entry of an order. If objection is filed, the court, upon request of any counsel, will conduct a conference with all counsel to determine whether the court will, by order, grant the requested leave of absence.

The clerk of the court shall retain leave of absence notices in a chronological file for two (2) calendar years; thereafter, the notices may be discarded.

Leaves of absence for particular cases shall be docketed with the particular case affected by that leave of absence.

9.2 Leaves for More Than Thirty (30) Calendar Days. (Or those either on a published calendar, noticed for a hearing, or not meeting the time requirements of Rule 9.1 above.)

Application for a leave of absence for more than thirty (30) calendar days, or those either on a published calendar, noticed for a hearing, or not submitted within the time limits contained in Rule 9.1 above, must be in writing, filed with the clerk of the court, and served upon opposing counsel at least ten (10) days prior to submission to the appropriate judge of the court in which the action is pending. This time period may be waived if opposing counsel consents in writing to the application. This procedure permits opposing counsel to object or to consent to the grant of the application, but the application is addressed to the discretion of the court. Such application for leave of absence shall contain:

(a) A list of the actions to be protected, including the action number;

(b) The reason for leave of absence; and

(c) The duration of the requested leave of absence.

9.3 Excusal from Court Appearances.

A Rule 9.1 or 9.2 leave when granted shall relieve any attorney from all trials, hearings, depositions and other legal appearances in that matter. This rule shall not extend any deadline set by law or the court.

RULE 10. TERMS OF COURT

Where statutes or case law of general application in this state require action within a term of court, in the municipal court this shall signify within one hundred eighty (180) days; where action is required by the next term of court, this shall signify after one hundred eighty (180) days; and on or before three hundred sixty-five (365) days, unless by charter, ordinance or internal operating procedure term of court is otherwise defined.

RULE 11. USE OF ELECTRONIC DEVICES IN COURTROOMS AND RECORDINGS OF JUDICIAL PROCEEDINGS

11.1 Overview.

Open courtrooms are an indispensable element of an effective and respected judicial system. It is the policy of Georgia's courts to promote access to and understanding of court proceedings not only by the participants in them but also by the general public and by news media who will report on the proceedings to the public. This must be done, however, while protecting the legal rights of the participants in the proceedings and ensuring appropriate security and decorum.

Except as otherwise required by law, this rule governs the use of devices to record sounds or images in a courtroom and comports with the standards provided in OCGA § 15-1-10.1 regarding the use of devices to record judicial proceedings.

This rule similarly governs the use of electronic devices, including mobile phones and computers, in a courtroom for purposes other than recording sounds and images. Such use is generally allowed by lawyers, by employees of lawyers, and by self-represented parties, but to ensure decorum and avoid distraction, such use is generally prohibited by witnesses, parties, and spectators, including representatives of the news media. Such persons may, however, use their devices by stepping outside the courtroom, and nothing in this rule prevents a judge from permitting parties and spectators to use their devices for non-recording purposes as the judge may allow in his or her discretion.

A court must use reasonable means to advise courtroom visitors of the provisions of this rule and must make the form in Exhibit A available in its clerk's office and on the court's website.

11.2 Definitions.

The following definitions apply in this rule:

(a) "Recording device" means a device capable of electronically or mechanically storing, accessing, or transmitting sounds or images. The term encompasses, among other things, a computer of any size, including a tablet, a notebook, and a laptop; a smart phone, a cell phone or other wireless phone; a camera and other audio or video recording devices; a personal digital assistant (PDA); and any similar devices.

(b) "Recording" means electronically or mechanically storing, accessing, or transmitting sounds or images. "Record" means to electronically or mechanically store, access, or transmit sounds or images, including by photographing, making an audio or video recording, or broadcasting. Nothing in this rule prohibits making written notes and sketches pertaining to any judicial proceedings.

(c) "Courtroom" means the room in which a judge will conduct a court proceeding and the areas immediately outside the courtroom entrances or any areas providing visibility into the courtroom.

11.3 Witnesses, Parties, and Spectators, Including Representatives of the News Media.

The following restrictions apply to use of recording devices by witnesses, by parties, and by spectators, including representatives of the news media.

(a) Witnesses: Witnesses shall turn the power off to any recording device while present in a courtroom, and may use a device while testifying only with permission of the judge. Witnesses shall not record proceedings.

(b) Parties and spectators: Parties and spectators may use recording devices to record proceedings only as specifically authorized by the court pursuant to this rule. All parties and spectators shall turn the power off to any recording device while present in a courtroom, unless the judge allows orally or in writing the use of recording devices in the courtroom for purposes other than recording sounds and images, which the judge may freely do when he or she believes such use would not be disruptive or distracting and is not otherwise contrary to the administration of justice. When such use is allowed, recording devices must be silenced and may not be used to make or receive telephone calls or for other audible functions without express permission from the judge.

11.4 Attorneys, Employees of Attorneys Such as Paralegals and Investigators, and Self-Represented Parties (Pro Se Litigants).

(a) Use of recording devices to record: Unless otherwise ordered by the court, attorneys representing parties in a proceeding and self-represented parties may make audio recordings of the proceeding in a nondisruptive manner after announcing to the court and all parties that they are doing so. Recordings made pursuant to this paragraph may be used only in litigating the case or as otherwise allowed by the court or provided by law. Attorneys and self-represented parties may also seek authorization to record proceedings pursuant to Rule 11.5.

(b) Use of recording devices for non-recording purposes: Attorneys and their employees such as paralegals and investigators may use recording devices in a courtroom for purposes other than recording sounds and images, including word processing, storing or retrieving information, accessing the internet, and sending or receiving messages or information. Self-represented parties may do the same but only in direct relation to their proceedings. Recording devices must be silenced and may not be used to make or receive telephone calls or for other audible functions without express permission from the judge.

(c) Limitation: Any allowed use of a recording device under Rule 11.4 is subject to the authority of the judge to terminate activity that is disruptive or distracting or is otherwise contrary to the administration of justice.

11.5 Celebratory or Ceremonial Proceedings, or When the Court Is Not in Session.

Notwithstanding other provisions of this rule, a person may request orally or in writing, and a judge or judge's designee may approve orally or in writing, use of a recording device in a courtroom to record a celebratory or ceremonial proceeding or use of a recording device in a courtroom when the court is not in session.

11.6 Other Persons or Organizations Desiring to Record.

Any other persons or organizations, including representatives of the news media, desiring to record a court proceeding shall make application to the judge on the form in Exhibit A following Rule 11.

(a) Submission of a request: The person or organization must submit the request to the judge or to an officer of the court designated to receive requests under this rule. The request should address any logistical issues that are expected to arise.

(b) Time limit for submitting a request: The person or organization must submit the request sufficiently in advance of the proceeding — at least 24 hours where practicable under the circumstances — to allow the judge to consider it in a timely manner.

(c) Notice and hearing: The court will notify the parties of its receipt of a request for recording. Parties shall then notify their witnesses. The prosecutor of a criminal case shall notify alleged victims. The judge will promptly hold a hearing if the judge intends to deny the request or a portion of the request, or if a party, witness, or alleged victim objects to a request. The hearing under this paragraph shall be part of the official record of the proceeding.

(d) Time for a party, witness, or alleged victim to object to a request: A properly notified party, witness, or alleged victim waives an objection to a request for recording of a proceeding if the party, witness, or alleged victim does not object to the request in writing or on the record before or at the start of the proceeding.

11.7 Denial or Limitation of Recording.

A properly submitted request for recording should generally be approved, but a judge may deny or limit the request as provided in Rule 11.7. A judge's decision on a request, or on an objection to a request, is reviewable as provided by law.

(a) Denial of recording: A judge may deny a request for recording only after making specific findings on the record that there is a substantial likelihood of harm arising from one or more of the following factors, that the harm outweighs the benefit of recording to the public, and that the judge has considered more narrow restrictions on recording than a complete denial of the request:

(1) The nature of the particular proceeding at issue;

(2) The consent or objection of the parties, witnesses, or alleged victims whose testimony will be presented in the proceedings;

(3) Whether the proposed recording will promote increased public access to the courts and openness of judicial proceedings;

(4) The impact upon the integrity and dignity of the court;

(5) The impact upon the administration of the court;

(6) The impact upon due process and the truth-finding function of the judicial proceeding;

(7) Whether the proposed recording would contribute to the enhancement of or detract from the ends of justice;

(8) Any special circumstances of the parties, witnesses, alleged victims, or other participants such as the need to protect children or factors involving the safety of participants in the judicial proceeding; and

(9) Any other factors affecting the administration of justice or which the court may determine to be important under the circumstances of the case.

(b) Limitation of recording: Upon his or her own motion or upon the request of a party, witness, or alleged victim, a judge may allow recording as requested or may, only after making specific findings on the record based on the factors in the preceding paragraph, impose the least restrictive possible limitations such as an order that no recording may be made of a particular criminal defendant, civil party, witness, alleged victim, law enforcement officer, or other person, or that such person's identity must be effectively obscured in any image or video recording, or that only an audio recording may be made of such person.

11.8 Manner of Recording.

The judge should preserve the dignity of the proceeding by designating the placement of equipment and personnel for recording the proceeding. All persons and affiliated individuals engaged in recording must avoid conduct or appearance that may disrupt or detract from the dignity of the proceeding. No person shall use any recording device in a manner that disrupts a proceeding.

11.9 Pooling of Recording Devices.

The judge may require pooling of recording devices if appropriate. The persons or organizations authorized to record have the responsibility to implement proper pooling procedures that meet the approval of the judge.

11.10 Prohibitions.

The following uses of recording devices are prohibited:

(a) No use of recording devices while the judge is outside the courtroom: Except as provided in Rule 11.5, a person may use a recording device in a courtroom only when the judge is in the courtroom, and use of a recording device must terminate when the judge leaves the courtroom.

(b) No recording of privileged or confidential communications: In order to preserve the attorney-client privilege and client confidentiality as set forth in the Georgia Rules of Professional Conduct and statutory or decisional law, no person shall make a recording of any communication subject to the attorney-client privilege or client confidentiality.

(c) No recording of bench conferences: No person other than the court reporter may record a bench conference, unless prior express permission is granted by the judge.

11.11 Recording Not Official Court Record.

No recording of a judicial proceeding made pursuant to this rule may be used to modify or supplement the official court record of that proceeding without express permission of the judge pursuant to OCGA § 5-6-41 (f).

11.12 Disciplinary Authorities.

Rule 11 does not apply to disciplinary authorities acting in the course of their official duties.

11.13 Enforcement.

Persons who violate Rule 11 may be removed or excluded from the courtroom. A willful violation of this rule may be punishable as contempt of court.

EXHIBIT A

THE MUNICIPAL/RECORDER'S COURT OF_____
STATE OF GEORGIA

_____,
Petitioner,

v. Civil Action File: _____

_____,
Respondent.

REQUEST TO USE A RECORDING DEVICE PURSUANT TO RULE 11 ON RECORDING OF JUDICIAL PROCEEDINGS.

Pursuant to Rule 11 of the Uniform Rules for Municipal Court regarding Use of Electronic Devices in Courtrooms and Recording of Judicial Proceedings, the undersigned hereby requests permission to use a recording device in Courtroom ___ in order to record images and/or sound during (all) (the following portions) of the proceedings in the above captioned case/calendar.

Consistent with the provisions of the rule, the undersigned desires to use the following described recording device(s): _____. The proceedings that the undersigned desires to record commence on (date). Subject to direction from the court regarding possible pooled coverage, the undersigned wishes to use this device in the courtroom on (date). The personnel who will be responsible for the use of this recording device are: (identify appropriate personnel).

The undersigned hereby certifies that the device to be used and the locations and operation of such device will be in conformity with Rule 11 and any guidelines issued by the court.

The undersigned understands and acknowledges that a violation of Rule 11 and any guidelines issued by the court may be grounds for removal or exclusion from the courtroom and a willful violation may subject the undersigned to penalties for contempt of court.

This ____day of _____ , 20__ .

_____
(Individual Signature)

_____
(Representing/Firm)

_____
(Position)

APPROVED: _____

_____
Judge, Municipal/Recorder's Court

Amended August 30, 2018.

RULE 12. COMPLETION OF ANNUAL CASELOAD REPORTS

In order to compile accurate data on the operation of the municipal courts, each chief judge shall ensure the accurate completion and timely submission of the Annual Caseload Reports sent to them by the Administrative Office of the Courts.

Amended August 30, 2018.

RULE 13. NOTICE OF SELECTION OF MUNICIPAL COURT JUDGES AND CLERKS OF COURT

Whenever a judge or clerk of a municipal court shall take the oath required for office in OCGA § 15-10-3, the clerk of court shall forward to the Administrative Office of the Courts the name and title of the person taking the oath; the name of the person being succeeded, if applicable; the term of the office, if applicable; the date assuming duties; and the address and telephone number the official wishes to use for business correspondence.

RULE 14. INTERPRETERS; NOTIFICATION FORM

(a) In all civil and criminal cases, the party or party's attorney shall inform the court in the form of a notice of the need for a qualified interpreter, if known, within a reasonable time — at least 5 days where practicable—before any hearing, trial, or other court proceeding. Such notice shall be filed and shall comply with any other service requirements established by the court. The notice shall (1) designate the participants in the proceeding who will need the services of an interpreter, (2) estimate the length of the proceeding for which the interpreter is required, (3) state whether the interpreter will be needed for all proceedings in the case, and (4) indicate the language(s), including sign language for the Deaf/Hard of Hearing, for which the interpreter is required.

(b) Upon receipt of such notice, the court shall make a diligent effort to locate and appoint a licensed interpreter, at the court's expense, in accordance with the Supreme Court of Georgia's Rule on Use of Interpreters for Non-English Speaking and Hearing Impaired Persons. If the court determines that the nature of the case (e.g., an emergency) warrants the use of a non-licensed interpreter, then the court shall follow the procedures as outlined in the Supreme Court of Georgia's Commission on Interpreters' Instructions for Use of a Non-Licensed Interpreter. Despite its use of a non-licensed interpreter, the court shall make a diligent effort to ensure that a licensed interpreter is appointed for all subsequently scheduled proceedings, if one is available.

(c) If a party or party's attorney fails to timely notify the court of a need for a court interpreter, the court may assess costs against that party for any delay caused by the need to obtain a court interpreter unless that party establishes good cause for the delay. When timely notice is not provided or on other occasions when it may be necessary to utilize an interpreter not licensed by the Supreme Court of Georgia's Commission on Interpreters (COI), the Registry for Interpreters of the Deaf (RID), or other industry-recognized credentialing entity, such as a telephonic language service or a less qualified interpreter, the court should weigh the need for

immediacy in conducting a hearing against the potential compromise of due process, or the potential of substantive injustice, if interpreting is inadequate. Unless immediacy is a primary concern, some delay might be more appropriate than the use of an interpreter not licensed by the COI, RID, or other recognized credentialing entity.

(d) Notwithstanding any failure of a party or party's attorney to notify the court of a need for a court interpreter, the court shall appoint a court interpreter whenever it becomes apparent from the court's own observations or from disclosures by any other person that a participant in a proceeding is unable to hear, speak, or otherwise communicate in the English language to the extent reasonably necessary to meaningfully participate in the proceeding.

(e) If the time or date of a proceeding is changed or canceled by the parties, and interpreter services have been arranged by the court, the party that requested the interpreter must notify the court 24 hours in advance of the change or cancellation. Timely notice of any changes is essential in order to cancel or reschedule an interpreter, thus precluding unnecessary travel by the interpreter and a fee payment by the court. If a party fails to timely notify the court of a change or cancellation, the court may assess any reasonable interpreter expenses it may have incurred upon that party unless the party can show good cause for its failure to provide a timely notification.

EXHIBIT A

THE MUNICIPAL/RECORDER'S COURT OF_____
STATE OF GEORGIA

_____,
Petitioner,

Civil Action File: _____

v.

_____,
Respondent.

NOTICE OF NEED FOR INTERPRETER
PURSUANT TO UNIFORM MUNICIPAL COURT RULE 14

Pursuant to Uniform Municipal Court Rule 14, Petitioner/Respondent presents this Notice of Need for Interpreter in the above-styled case. Petitioner/Respondent provides the following information about the need for a qualified interpreter in this case:

1. The following participants will need interpretation services in this case: [list Petitioner, Respondent, any witnesses, etc.];

2. The interpreter is expected to be needed for: [state the time, date and length of the proceeding for which the interpreter is required];

3. The interpreter will/will not be needed for all proceedings in the case; and

4. Interpretation services are requested in the following language/s: [list language/s].

Notice submitted this _____ day of _____, 20____.

_____
Attorney for Petitioner/Respondent
State Bar Number: _____

EXHIBIT B

THE MUNICIPAL/RECORDER'S COURT OF_____
STATE OF GEORGIA

_____,
Petitioner,

Civil Action File: _____

v.

_____,
Respondent.

CERTIFICATE OF SERVICE

This is to certify that I have this day served Petitioner/Respondent in the foregoing matter with a copy of the Notice of Need for Interpreter dated _____ by: _____.

_____
Attorney for Petitioner/Respondent
State Bar Number: _____

Amended August 30, 2018.

RULE 15. VIRTUAL PROCEEDINGS

15.1 Virtual Events; Court Proceedings.

(a) Definitions. "Virtual event" means a meeting or conference conducted by telephone; or any meeting, conference, or court proceeding conducted by video; and shall include any such meeting, conference, or proceeding that includes all participants appearing virtually; as well as hybrid events where there is a mix of live and virtual participation.

(b) Consent. Any event in any court proceeding may be conducted pursuant to UMCR 15.2 as a virtual event if it is done with the consent of the parties and by agreement of the court. Absent consent, the provisions of UMCR 15.1 (c) apply.

(c) Criminal Proceedings. All matters in criminal cases, excluding trials, may be conducted pursuant to UMCR 15.2 except those for which the Constitution or other law requires in-person proceedings. Permissible matters include, but are not necessarily limited to, the following:

(1) Determinations of indigence and appointments of counsel;

(2) Hearings on appearance and appeal bonds;

(3) Initial appearance hearings and waiver of extradition hearings;

(4) Probable cause hearings;

(5) Applications for and issuance of arrest warrants;

(6) Applications for and issuance of search warrants;

(7) Arraignments or waivers of arraignment;

(8) Pre-trial diversion and post-sentencing compliance hearings;

(9) Entry of pleas in criminal cases;

(10) Impositions of sentences upon pleas of guilty or nolo contendere;

(11) Probation revocation hearings in cases in which the probationer admits the violation;

(12) Post-sentencing proceedings in criminal cases;

(13) Acceptance of special pleas of insanity (incompetency to stand trial);

(14) Situations involving inmates with highly sensitive medical problems or who pose a high security risk upon the court making findings as may be required by law;

(15) Testimony of youthful witnesses;

(16) Appearances of interpreters;

(17) Administration of any oaths as provided by law; and

(18) Any other matter with the consent of the parties.

This rule does not abrogate any constitutional right that requires in-person proceedings. Notwithstanding any other provisions of this rule, a judge may order a defendant's personal appearance in court for any hearing.

(d) Effective Date. This rule shall be effective for any virtual event taking place on or after December 12, 2024.

15.2 Virtual Events; Generally.

(a) Facilitation of Virtual Events. The trial judge authorizing the virtual event may specify:

(1) The time and the person who will initiate the virtual event;

(2) The party who is to incur the initial expense of the virtual event, if any, or the apportionment of such costs among the parties, while retaining the discretion to make an adjustment of such costs upon final resolution of the case by taxing same as a part of the costs; and

(3) Any other matter or requirement necessary to accomplish, facilitate, or control the virtual event.

(b) Confidential Attorney-Client Communications. Provisions shall be made to preserve the confidentiality of attorney-client communications and privilege in accordance with Georgia

law. In all criminal virtual events, the defendant and defense counsel shall be provided with a private means of communication when in different locations.

(c) Recording of Hearings. A record of any proceedings conducted by virtual event shall be made in the same manner as all such similar proceedings not conducted by virtual event.

(d) Witnesses. In any virtual event conducted by video, or any in-person proceeding, a witness may testify virtually via video. In any criminal matter, an objection to a witness testifying virtually via video shall be sustained; however, such objection shall act as a motion for continuance.

(e) Technical Standards for Virtual Events Via Video. Any video-conferencing system utilized under this rule must conform to the following minimum requirements:

(1) All participants must be able to see, hear, and communicate with each other simultaneously;

(2) All participants must be able to see, hear, and otherwise observe any physical evidence or exhibits presented during the proceeding, either by video, facsimile, or other method; and

(3) Video quality must be adequate to allow participants to observe each other's demeanor and nonverbal communications.

(f) Public Access and Open Court. It is the policy of Georgia's courts to promote access to open court proceedings for participants, the general public, and news media. A court is open when the public is able to access the court when a judge is presiding. For any virtual event that would otherwise be in open court and publicly accessible, if the event were conducted live, the virtual event shall constitute open court, subject to any constitutional restrictions, provided that:

(1) If the location from which the trial judge is presiding is not accessible to the public, timely notice shall be given to the parties and the public that a proceeding will occur wholly virtually;

(i) Such notice may be given to the public by an unrestricted website posting, on the court's publicly accessible docket, or similar means.

(ii) In the event a court provides public access to a livestream of all proceedings to which the right of open, publicly accessible court applies, the livestream may constitute such notice, provided that notice of the livestream itself is also provided through the websites of one or more of the following: the court; the clerk of court; the Council of Municipal Court Judges; or the local bar association(s), if any.

(2) If a party or a member of the public objects to the remote proceeding, the court shall sustain or overrule such objection prior to conducting the proceeding; and

(3) The public shall be given an opportunity to view the virtual event, such as by joining the video conference (although unable to participate), through a livestream, or through substantially similar means.

(g) Effective Date. This rule shall be effective for any virtual event taking place on or after December 12, 2024.

Amended December 12, 2024.

RULE 16. ADMINISTRATION OF OATHS

A clerk of the municipal court may administer the oath and sign the jurat for affidavits, including those in support of arrest warrants and search warrants. This rule shall not be

interpreted as otherwise affecting the responsibilities of a judge in hearing applications for arrest and search warrants.

RULE 17. HEARINGS ON ISSUANCE OF SEARCH WARRANTS

Whenever the hearing on the issuance of a search or arrest warrant is not recorded, the judge shall make a written notation or memorandum of any oral testimony which is not included in the affidavit, upon which the judge relies in issuing such warrant.

RULE 18. BAIL IN CRIMINAL CASES

18.1 Misdemeanor Cases.

Bail in misdemeanor cases shall be set as provided in OCGA §§ 17-6-1 and 17-6-2, and as provided by applicable municipal charter or ordinance.

18.2 Felony Cases.

Bail in felony cases shall not be set by the municipal court in those cases which by law the bail may be set only by a superior court judge, unless a specific order has been executed for setting felony bonds by the superior court in the county of the municipality. All defendants in custody on the authority of the municipal court must be presented to the municipal court for initial appearance within the time requirements of OCGA §§ 17-4-26 and 17-4-62 for further consideration of bail.

18.3 Categories of Bail.

The court may set bail which may be secured by:

(1) Cash-by a deposit with the municipal court clerk, municipal treasurer's office, municipal law enforcement or by internal operating procedure of an amount equal to the required cash bail; or

(2) Property-by real estate located within the State of Georgia with unencumbered equity, not exempted, owned by the accused or surety, valued at double the amount of bail set in the bond; or

(3) Recognizance--in the discretion of the court;

(4) Professional-by a professional bail bondsman authorized by the sheriff and in compliance with the rules and regulations for execution of a surety bail bond.

Bail may be conditioned upon such other specified and reasonable conditions as the court may consider just and proper. The court may restrict the type of security permitted for the bond although the local governing body shall determine what sureties are acceptable when a surety bond is permitted.

18.4 Amendment of Bail.

The municipal court has the authority to amend any bail previously authorized by the municipal court under the provisions of OCGA § 17-6-18.

18.5 Bail on Bind Over or Jury Demand.

Whenever a municipal court has set bail on cases that are bound over to another court for any reason, the bond shall be transferred to that agency or court.

RULE 19. DISMISSAL AND RETURN OF WARRANTS

19.1 Dismissal of Warrant.

Any dismissal of a warrant of the municipal court prior to a hearing, trial or transfer to other courts shall be made exclusively by the municipal court.

19.2 Assessment of Costs.

When, in a criminal action, costs are assessed by the court upon the dismissal of a warrant, the amount of costs assessed shall be as set according to the municipal charter, ordinances, or local rule.

RULE 20. INITIAL APPEARANCE/COMMITMENT HEARINGS

20.1 Initial Appearance Hearing.

As soon as is reasonably practicable following any arrest but no later than forty-eight (48) hours if the arrest was without a warrant, or seventy-two (72) hours following an arrest with a warrant, unless the accused has made bond in the meantime, the arresting officer or other law enforcement officer having custody of the accused shall present the accused in person before a municipal judge or other judicial officer for first appearance.

At the first appearance, the municipal judge or judicial officer shall:

(a) Inform the accused of the charges;

(b) Inform the accused that he has a right to remain silent, that any statement made may be used against him, and that he has the right to the presence and advice of an attorney, either retained or appointed;

(c) Determine whether or not the accused desires and is in need of an appointed attorney and, if appropriate, advise the accused of the necessity for filing a written application;

(d) Inform the accused of his or her right to a later pre-indictment commitment hearing, unless the first appearance covers the commitment hearing issues, and inform the accused that giving a bond shall be a waiver of the right to a commitment hearing;

(e) In the case of warrantless arrest, make a fair and reliable determination of the probable cause for the arrest unless a warrant has been issued before the first appearance;

(f) Inform the accused of the right to grand jury indictment in felony cases and the right to trial by jury, and when the next grand jury will convene;

(g) Inform the accused that if he or she desires to waive these rights and plead guilty, then the accused shall so notify the judge or the law enforcement officer having custody, who shall in turn notify the judge.

(h) Set the amount of bail if the offense is not one bailable only by a superior court judge, or so inform the accused if it is.

20.2 Commitment Hearing.

(a) A municipal court judge, in his or her discretion, may hold a commitment hearing even though the defendant has posted a bail bond.

(b) At the commitment hearing by the court of inquiry, the judicial officer shall perform the following duties:

(1) The judicial officer shall explain the probable cause purpose of the hearing.

(2) The judicial officer shall repeat to the accused the rights explained at the first appearance as listed in Rule 20.1 above.

(3) The judicial officer shall determine whether the accused intends to plead "guilty," "nolo contendere" or "not guilty," or waives the commitment hearing.

(4) If the accused intends to plead guilty or waives the hearing, the court shall immediately bind the entire case over to the court having jurisdiction of the most serious offense charged.

(5) If the accused pleads "not guilty," the court shall immediately proceed to conduct the commitment evidentiary hearing unless, for good cause shown, the hearing is continued to a later scheduled date.

(6) The judicial officer shall cause an accurate record to be made of the testimony and proceeding by any reliable method.

(7) The judicial officer shall bind the entire case over to the court having jurisdiction of the most serious offense for which probable cause has been shown by sufficient evidence and dismiss any charge for which probable cause has not been shown.

(8) On each case which is bound over, a memorandum of the commitment hearing shall be entered on the warrant by the judicial officer. The warrant, bail bond, and all other papers pertaining to the case shall be forwarded to the clerk of the appropriate court having jurisdiction over the offense for delivery to the district attorney. Each bail bond shall contain the full name, telephone number, residence, business and mailing addresses) of the accused and any surety.

(9) A copy of the record of any testimony and the proceedings of the first appearance and the commitment hearing shall be provided to the proper prosecuting officer and to the accused upon payment of the reasonable cost for preparation of the record.

(10) A judicial officer, conducting a commitment hearing, is without jurisdiction to make final disposition of the case or cases at the hearing by imposing any fine or punishment, except where the only charge arising out of the transaction at issue is the violation of a municipal ordinance.

(c) At the commitment hearing, the following procedures shall be utilized:

(1) The rules of evidence shall apply except that hearsay may be allowed;

(2) The prosecuting entity shall have the burden of proving probable cause; and may be represented by a law enforcement officer, a district attorney, a solicitor, or otherwise as is customary in that court;

(3) The accused may be represented by an attorney or may appear pro se; and

(4) The accused shall be permitted to introduce evidence.

20.3 Private Citizen Warrant Application Hearings.

(a) Upon the filing of an application for an arrest warrant by a person other than a peace officer or law enforcement officer, and if the court determines that a hearing is appropriate pursuant to OCGA § 17-4-40, the court shall give notice of the date, time and location of the hearing to the applicant and to the person whose arrest is sought by personal service or by first class mail to the person's last known address or by any other means which are reasonably calculated to notify the person of the date, time and location of the hearing.

(b) At the warrant application hearing the court shall:

(1) Explain the probable cause purpose of the hearing;

(2) Inform the accused of the charges;

(3) Inform the accused of the right to hire and have the advice of an attorney, of the right to remain silent, and that any statement made may be used against him or her.

(c) The warrant application hearing shall be conducted in accordance with OCGA § 17-4-40 (b) (4) and (5) and Rule 20.2 (c) of these rules.

(d) A copy of the record of any testimony and the proceedings of the warrant application hearing, if available, shall be provided to the proper prosecuting officer and to the accused upon payment of the reasonable cost for preparation of the record.

(e) The judge conducting a warrant application hearing is without jurisdiction to make final disposition of the case or cases at the hearing by imposing any fine or punishment.

RULE 21. APPOINTMENT OF COUNSEL FOR INDIGENT DEFENDANTS

The municipal court shall have a procedure and forms consistent with state law in order to determine indigence and to appoint counsel to defendants who apply and qualify for appointed counsel. The applications shall be available through the clerk of the municipal court. The rules of municipal courts shall embrace and include OCGA § 17-12-1 et seq. The Georgia Public Defender Standards, as amended, are incorporated by reference to the extent that they are applicable to municipal courts.

RULE 22. ARRAIGNMENT

22.1 Calendar.

The judge or the judge's designee shall set the time of arraignment unless arraignment is waived either by the defendant or by operation of law. Notice of the date, time and place of arraignment shall be delivered to the clerk of the court and sent to attorneys of record, defendants and bondsmen.

22.2 Call for Arraignment.

At or before arraignment, the court shall inquire whether the accused is represented by an attorney and, if not, advise the accused of the right to indigent defense counsel and the procedures by which an attorney's assistance may be obtained.

At arraignment, the accused, upon a plea of not guilty, may exercise his or her right to have the case bound over to the appropriate state or superior court for a trial by jury. If the accused desires a trial in municipal court before a judge without a jury, the accused shall so signify by executing a written waiver of the right to trial by jury at arraignment. Thereafter, the prosecution may, within ten (10) days, exercise its right to a trial by jury by filing a notice of binding the case over to the appropriate state or superior court. Failure of the prosecution to demand that the case be bound over for jury trial shall be deemed a waiver of the prosecution's right to trial by jury. Thereafter, a revocation of either the accused's or the prosecution's waiver of the right to trial by jury shall be effective only upon written application to the court, which shall approve such revocation unless the court makes specific findings that the revocation will substantially delay or impede the cause of justice.

Upon the call of the case for arraignment the accused, or the attorney for the accused, shall answer whether the accused pleads guilty or not guilty or desires to enter a plea of nolo contendere to the offense or offenses charged; a plea of not guilty shall constitute a joining of the issue.

RULE 23. MOTIONS, DEMURRERS, SPECIAL PLEAS, ETC.

23.1 Time for Filing.

All motions, demurrers, and special pleas shall be made and filed at or before the time set by law, unless time therefor is extended by the judge in writing prior to trial. Notices of the prosecution's intention to present evidence of similar transactions or occurrences and notices of the intention of the defense to raise the issue of insanity, mental illness, or mental competency shall be given and filed at least ten (10) days before trial unless the time is shortened or lengthened by the judge. Such filing shall be in accordance with Rules 23.2 - 23.4.

23.2 Time for Hearing.

All such motions, demurrers, special pleas and notices shall be heard and considered at such time, date, and place as set by the judge. Generally, such will be heard at or after the time of arraignment and prior to the time at which such case is scheduled for trial.

23.3 Notice of Prosecution's Intent to Present Evidence of Similar Transactions.

(a) The prosecution may, upon notice filed in accordance with Rule 23.1, request of the court in which the charging instrument is pending, leave to present during the trial evidence of similar transactions or occurrences.

(b) The notice shall be in writing, served upon the defendant's counsel, and shall state the transaction, date, county, and the name(s) of the victim(s) for each similar transaction or occurrence sought to be introduced. Copies of accusations or indictments, if any, and guilty pleas or verdicts, if any, shall be attached to the notice. The judge shall hold a hearing at such time as may be appropriate, and may receive evidence on any issue of fact necessary to determine the request. The burden of proving that the evidence of similar transactions or occurrences should be admitted shall be upon the prosecution. The prosecutor may present during the trial evidence of only those similar transactions or occurrences specifically approved by the judge.

(c) Evidence of similar transactions or occurrences not approved shall be inadmissible. In every case, the prosecuting attorney and defense attorney shall instruct their witnesses not to refer to similar crimes, transactions or occurrences, or otherwise place the defendant's character in issue, unless specifically authorized by the judge.

(d) If upon the trial of the case the defense places the defendant's character in issue, evidence of similar transactions or occurrences, as shall be admissible according to the rules of evidence, shall be admissible, the above provisions notwithstanding.

(e) Nothing in this rule is intended to prohibit the prosecution from introducing evidence of similar transactions or occurrences which are lesser included alleged offenses of the charge being tried, or are immediately related in time and place to the charge being tried, as part of a single, continuous transaction. Nothing in this rule is intended to alter the rules of evidence relating to impeachment of witnesses.

(f) This rule shall not apply to sentencing hearings.

23.4 Notice of Intention of Defense to Raise Issue of Insanity, Mental Illness or Mental Competency.

Uniform Superior Court Rules 28.3, 31.4 and 31.5, as amended from time to time, and as applicable to municipal courts, are hereby adopted verbatim.

RULE 24. CRIMINAL TRIAL CALENDAR

24.1 Calendar Preparation.

All cases shall be set for trial within a reasonable time after arraignment. The clerk, judge or the judge's designee shall prepare a trial calendar, shall if applicable deliver a copy thereof to the clerk of court, and shall give notice in person or by mail to each counsel of record, the bondsman (if any) and the defendant at the last address indicated in court records, not less than seven (7) days before the trial date. The calendar shall list the dates that cases are set for trial, the cases to be tried at that session of court, the case numbers, the names of the defendants and the names of the defense counsel.

24.2 Removal from Calendar.

No case shall be postponed or removed from the calendar except by the judge.

RULE 25. PLEADING BY DEFENDANT

25.1 Alternatives.

(a) A defendant may plead guilty, not guilty, or in the discretion of the judge, nolo contendere. A plea of guilty or nolo contendere should be received only from the defendant personally in open court, except when the defendant is a corporation, in which case the plea may be entered by a duly authorized attorney at law or a corporate officer. In misdemeanor, traffic and municipal ordinance cases, upon the request of a defendant who has made, in writing, a knowing, intelligent and voluntary waiver of his right to be present, the court may accept a plea of guilty or nolo contendere in absentia.

(b) A defendant may plead nolo contendere only with the consent of the judge. Such a plea should be accepted by the judge only after due consideration of the views of the parties and the interest of the public in the effective administration of justice. A plea of nolo contendere shall be handled under these rules in a manner consistent with a plea of guilty.

25.2 Aid of Counsel-Time for Deliberation.

(a) A defendant shall not be called upon to plead before having a reasonable opportunity to retain counsel, or if the defendant is eligible for appointment of counsel, until counsel has been appointed or right to counsel waived. A defendant with counsel shall not be required to enter a plea if counsel makes a reasonable request for additional time to represent the defendant's interest, or if the defendant has not had a reasonable time to consult with counsel.

(b) A defendant without counsel should not be called upon to plead to any offense without having had a reasonable time to consider this decision. When a defendant without counsel tenders a plea of guilty or nolo contendere to an offense, the court shall not accept the plea unless it is reaffirmed by the defendant after a reasonable time for deliberation, following the admonitions from the court required in Rule 25.8.

25.3 Propriety of Plea Discussions and Plea Agreements.

(a) In cases in which it appears that the interests of the public in the effective administration of criminal justice (as stated in Rule 25.6) would thereby be served, the prosecuting attorney may engage in plea discussions for the purpose of reaching a plea

agreement. The prosecuting attorney should engage in plea discussions or reach a plea agreement with the defendant only through defense counsel, except when the defendant is not eligible for or does not desire appointment of counsel and has not retained counsel.

(b) The prosecuting attorney, in reaching a plea agreement, may agree to one or more of the following, as dictated by the circumstances of the individual case:

(1) To make or not to oppose favorable recommendations as to the sentence which should be imposed if the defendant enters a plea of guilty or nolo contendere;

(2) To seek or not to oppose dismissal of the offense charged if the defendant enters a plea of guilty or nolo contendere to another offense reasonably related to defendant's conduct; or

(3) To seek or not to oppose dismissal of other charges or potential charges against the defendant if the defendant enters a plea of guilty or nolo contendere.

25.4 Relationship Between Defense Counsel and Client.

(a) Defense counsel shall conclude a plea agreement only with the consent of the defendant, and shall ensure that the decision to enter or not enter a plea of guilty or nolo contendere is ultimately made by the defendant.

(b) To aid the defendant in reaching a decision, defense counsel, after appropriate investigation, should advise the defendant of the alternatives available and of considerations deemed important by him in reaching a decision.

25.5 Responsibilities of the Trial Judge.

(a) The trial judge shall not participate in plea discussions.

(b) If a tentative plea agreement has been reached, upon request of the parties, the trial judge may permit the parties to disclose the tentative agreement and the reasons therefor in advance of the time for the tendering of the plea. The judge may then indicate to the prosecuting attorney and defense counsel whether the judge will likely concur in the proposed disposition if the information developed in the plea hearing or presented in any pre-sentence report is consistent with the representations made by the parties. If the trial judge concurs but the final disposition differs from that contemplated by the plea agreement, then the judge shall state for the record what information in any pre-sentence report or hearing contributed to the decision not to sentence in accordance with the plea agreement.

(c) When a plea of guilty or nolo contendere is tendered or received as a result of a plea agreement, the trial judge shall give the agreement due consideration, but notwithstanding its existence, must reach an independent decision on whether to grant charge or sentence leniency under the principles set forth in Rule 25.6 of these rules.

25.6 Consideration of Plea in Final Disposition.

(a) It is proper for the judge to grant charge and sentence leniency to defendants who enter pleas of guilty or nolo contendere when the interests of the public in the effective administration of criminal justice are thereby served. Among the considerations which are appropriate in determining this question are:

(1) That the defendant by entering a plea has aided in ensuring the prompt and certain application of correctional measures;

(2) That the defendant has acknowledged guilt and shown a willingness to assume responsibility for conduct;

(3) That the leniency will make possible alternative correctional measures which are better adapted to achieving rehabilitative, protective, deterrent or other purposes of correctional treatment, or will prevent undue harm to the defendant from the form of conviction;

(4) That the defendant has made public trial unnecessary when there are good reasons for not having the case dealt with in a public trial;

(5) That the defendant has given or offered cooperation when such cooperation has resulted or may result in the successful prosecution of other offenders engaged in equally serious or more serious criminal conduct;

(6) That the defendant by entering a plea has aided in avoiding delay (including delay due to crowded dockets) in the disposition of other cases and thereby has increased the probability of prompt and certain application of correctional measures to other offenders.

(b) The judge should not impose upon a defendant any sentence in excess of that which would be justified by any of the rehabilitative, protective, deterrent or other purposes of the criminal law merely because the defendant has chosen to require the prosecution to prove the defendant's guilt at trial rather than to enter a plea of guilty or nolo contendere.

25.7 Determining Voluntariness of Plea.

The judge shall not accept a plea of guilty or nolo contendere without first determining, on the record, that the plea is voluntary. By inquiry of the prosecuting attorney and defense counsel, the judge should determine whether the tendered plea is the result of prior plea discussions and a plea agreement, and, if it is, what agreement has been reached. If the prosecuting attorney has agreed to seek charge or sentence leniency which must be approved by the judge, the judge must advise the defendant personally that the recommendations of the prosecuting attorney are not binding on the judge. The judge shall then address the defendant personally and determine whether any other promises or any force or threats were used to obtain the plea.

25.8 Defendant to Be Informed.

The judge shall not accept a plea of guilty or nolo contendere from a defendant without first:

(a) Determining on the record that the defendant understands the nature of the charge(s);

(b) Informing the defendant on the record that by entering a plea of guilty or nolo contendere one waives:

(1) The right to trial by jury;

(2) The presumption of innocence;

(3) The right to confront witnesses against oneself;

(4) The right to subpoena witnesses;

(5) The right to testify and to offer other evidence;

(6) The right to assistance of counsel during trial;

(7) The right not to incriminate oneself; and that by pleading not guilty or remaining silent and not entering a plea, one obtains a jury trial; and

(c) Informing the defendant on the record:

(1) Of the terms of any negotiated plea;

(2) That a plea of guilty may have an impact on his or her immigration status if the defendant is not a citizen of the United States;

(3) Of the maximum possible sentence on the charge, including that possible from consecutive sentences and enhanced sentences where provided by law; and/or

(4) Of the mandatory minimum sentence, if any, on the charge. This information may be developed by questions from the judge, the district attorney or the defense attorney, or a combination of any of these.

25.9 Determining Accuracy of Plea.

Notwithstanding the acceptance of a plea of guilty or nolo contendere, judgment shall not be entered upon such plea without such inquiry on the record as may satisfy the judge that there is a factual basis for the plea.

25.10 Stating Intention to Reject the Plea Agreement.

If the trial court intends to reject the plea agreement, the trial court shall, on the record, inform the defendant personally that (1) the trial court is not bound by any plea agreement; (2) the trial court intends to reject the plea agreement presently before it; (3) the disposition of the present case may be less favorable to the defendant than that contemplated by the plea agreement; and (4) that the defendant may then withdraw his or her guilty plea as a matter of right. If the plea is not then withdrawn, sentence may be pronounced.

25.11 Plea Withdrawal.

(a) After sentence is pronounced, the judge shall allow the defendant to withdraw his plea of guilty or nolo contendere whenever the defendant, upon a timely motion for withdrawal, proves that withdrawal is necessary to correct a manifest injustice.

(b) In the absence of a showing that withdrawal is necessary to correct a manifest injustice, a defendant may not withdraw a plea of guilty or nolo contendere as a matter of right once sentence has been pronounced by the judge.

RULE 26. RECORD OF PROCEEDINGS

A verbatim mechanical recording or a contemporaneous paper record, or both, of the proceedings at which a defendant enters a plea of guilty or nolo contendere shall be made and preserved for a minimum of two years. The record shall include:

(a) The inquiry into the voluntariness of the plea (as required in Rule 25.7);

(b) The advice to the defendant (as required in Rule 25.8);

(c) The inquiry into the accuracy of the plea (as required in Rule 25.9); and, if applicable,

(d) The notice to the defendant that the trial court intends to reject the plea agreement and the defendant's right to withdraw the guilty plea before sentence is pronounced.

RULE 27. PRESERVATION OF EVIDENCE

27.1 Maintenance of Criminal Evidence.

Prior to and during the trial or hearing:

The clerk of the municipal court in possession of documents, electronic documents, audio and video recordings of whatever form, exhibits, and other material objects or any other case file, shall maintain a log or inventory of all such items with the case number, party names, description of the item, the name and official position of the custodian, and the location of the storage of the

items. Dangerous or contraband items shall be placed in the custody of the clerk of the municipal court or his/her designee and be maintained in the courthouse or other such location as allowed by law and be available during court proceedings and accessible to the court reporter. Unless retained in the original case file, all such items admitted as evidence shall be identified or tagged by the clerk or court reporter with the case number and the exhibit number and be recorded in the evidence log or inventory. The clerk of the municipal court shall update the log or inventory to show the current custodian and the location of the evidence. Dangerous or contraband items shall be transferred to the chief of police, sheriff or other appropriate law enforcement agency along with a copy of the log or inventory. The chief of police or sheriff or other law enforcement agency shall acknowledge the transfer with a signed receipt, and the receipt shall be retained with the log or inventory created and maintained by the clerk of the municipal court. The clerk of the municipal court and the chief of police or sheriff or other law enforcement agency shall each maintain a log or inventory of such items of evidence. In all cases, the clerk of the municipal court shall be granted the right of access to such items of evidence necessary to complete the transcript of the case. In any case in which no court reporter was retained, the clerk of the municipal court shall keep and store the evidence or ensure that it is maintained in an appropriate location.

Evidence in the possession of the clerk of the municipal court or court reporter, during court proceedings, shall be maintained in accordance with the provisions of OCGA § 17-5-55 and other applicable law. The designated custodian shall be responsible for the recording of the evidence log or inventory, the name of the counsel or party, the date, and the purpose for the release of any such items of evidence. Subsequent to admission of any item into evidence by the Court, no substitution for the item admitted into evidence shall be made except by leave of the Court. Any counselor party seeking to make a substitution for admitted evidence after the close of evidence shall file a motion for an order authorizing such substitution. Upon granting of an order for substitution, the order shall be entered into the log or inventory.

The log or inventory of any evidence separated from the original case file shall be maintained in the original case file.

Upon the expiration of the time for the filing of an appeal during which no appeal has been filed by any party, the clerk of the municipal court, court reporter, chief of police, sheriff or other law enforcement agency may, and shall upon written request, return any item of admitted evidence to the counselor party who tendered the same; provided, however, that no item which is contraband or illegal to possess in the state of Georgia shall be returned to any counsel or party, and all such items shall, upon the expiration of the time for the filing of an appeal during which no appeal has been filed by any party, be delivered over to the chief of police or sheriff of the county for appropriate disposition. Upon the expiration of the time for the filing of an appeal during which no appeal has been filed by any party, the clerk of the municipal court, court reporter, chief of police or sheriff or other law enforcement agency may notify in writing the counsel or party who tendered any item(s) admitted in evidence in the possession of such clerk, court reporter, chief of police or sheriff or other law enforcement agency, to retrieve such item(s) within thirty (30) days of the written notice, and, upon the failure of the counselor party to retrieve same within such thirty (30) days, the clerk, court reporter, chief of police or sheriff or law enforcement agency may dispose of the item(s).

27.2 Maintenance of Civil Evidence.

(a) Prior to and during the trial or hearing:

The clerk of the municipal court in possession of documents, electronic documents, audio and video recordings of whatever form, exhibits, and other material objects or any other case file, shall maintain a log or inventory of all such items with the case number, party names, description of the item, the name and official position of the custodian, and the location of the storage of the items. Dangerous or contraband items shall be placed in the custody of the clerk of the municipal court or designee and be maintained in the courthouse or other such location as allowed by law and be available during court proceedings and accessible to the court reporter. Unless retained in the original case file, all such items admitted as evidence shall be identified or tagged by the clerk or court reporter with the case number and the exhibit number and be recorded in the evidence log or inventory. The clerk of the municipal court shall update the log or inventory to show the current custodian and the location of the evidence.

(b) Once the trial is concluded:

Dangerous or contraband items shall be transferred to the chief of police or sheriff or other appropriate law enforcement agency along with a copy of the log or inventory. The sheriff or other law enforcement agency shall acknowledge the transfer with a signed receipt, and the receipt shall be retained with the log or inventory created and maintained by the clerk of the municipal court. The clerk of the municipal court and the chief of police, sheriff or other law enforcement agency shall each maintain a log or inventory of such items of evidence. In all cases, the clerk shall be granted the right of access to such items of evidence necessary to complete the transcript of the case. In any case in which no court reporter was retained, the clerk of the municipal court shall keep and store the evidence or ensure that it is maintained in an appropriate location.

Evidence in the possession of the clerk of the municipal court or court reporter shall be maintained in accordance with the law. The designated custodian shall be responsible for the recording of the evidence log or inventory, the name of the counselor party, the date, and the purpose for the release of any such items of evidence. Subsequent to admission of any item into evidence by the Court, no substitution for the item admitted into evidence shall be made except by leave of the Court. Any counselor party seeking to make a substitution for admitted evidence after the close of evidence shall file a motion for an order authorizing such substitution. Upon granting of an order for substitution, the order shall be entered into the log or inventory. The log or inventory of any evidence separated from the original case file shall be maintained in the original case file. Upon the expiration of the time for the filing of an appeal during which no motion for new trial or appeal has been filed by any party, the clerk of the municipal court, court reporter, chief of police, sheriff or other law enforcement agency may, and shall upon written request, return any item of admitted evidence to the counselor party who tendered the same; provided, however, that no item which is contraband or illegal to possess in the state of Georgia shall be returned to any counselor party, and all such items shall, upon the expiration of the time for the filing of an appeal during which no motion for new trial or appeal has been filed by any party, be delivered over to the chief of police or sheriff of the county for appropriate disposition.

Upon the expiration of the time for the filing of an appeal during which no motion for new trial or appeal has been filed by any party, the clerk of the municipal court, court reporter, chief or police, sheriff or other law enforcement agency may notify in writing the counsel or party who tendered any item(s) admitted in evidence in the possession of such clerk, court

reporter, chief of police, sheriff or law enforcement agency, to retrieve such item(s) within thirty (30) days of the written notice, and, upon the failure of the counselor party to retrieve same within such thirty (30) days, the clerk, court reporter, chief of police, sheriff or law enforcement agency may dispose of the item(s).

RULE 28. COURTROOM ATTIRE

Head coverings are prohibited in the courtroom except in cases where the covering is worn for medical or religious reasons. To the extent security requires a search of a person wearing a permitted head covering, the individual has the option of having the inspection performed by a same-sex officer in private. The individual is allowed to replace his or her own head covering after the inspection is complete.

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Authorization for the Mayor to Execute a Solid Waste Contract with Arrow Inc. dba Arrow Waste

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. 2026 Arrow

WASTE HAULER APPLICATION PACKET

Solid Waste Contract with City of Mableton

City of Mableton
[illegible]
SE Suite [illegible]
Mableton, Georgia 30[illegible]

ARROW INC DBA ARROW WASTE, (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 17 "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 forth 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.

Hauler/Company:

ARROW INC DBA ARROW WASTE

Printed Physical Address:

4039 BONSAL RD. CONLEY GA 30288

Signature: _____
(Signature of Officer of the Company)

Printed Name: JUSTIN VETSCH

Title: CEO449
(Title/Position of Officer of the Company)

Date: 3/31/26

[Affix Notary Public Seal]

L KING
NOTARY PUBLIC
MY COMMISSION EXPIRES
08/22/2028
HENRY COUNTY, GEORGIA

SUBSCRIBED AND SWORN
BEFORE ME ON THIS
THE 31st DAY OF March, 2026

NOTARY PUBLIC
My Commission Expires
08-22-2028

L King

Accepted and approved by the
City of Mableton, Georgia,
this _____day of _____, 20_____

ATTEST:

_____
Susan D. Hiott, City Clerk

_____
Michael Owens, Mayor

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Authorization for the Mayor to Execute a Solid Waste Contract with Custom Disposal Service, Inc.

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. 2026 Custom

WASTE HAULER APPLICATION PACKET

Solid Waste Contract with City of Mableton

City of Mableton
1400 Veterans Memorial Highway
SE Suite 134-200
Mableton, Georgia 30126

Custom Disposal Service, Inc., (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.

Hauler/Company:

Custom Disposal Service, Inc.

Printed Physical Address:

1394 Cobb Industrial Way Marietta, GA 30066

Signature: _____ **Printed Name:** Brian Warren
(Signature of Officer of the Company)

Title: Vice Pres. **Date:** 3-26-26
(Title/Position of Officer of the Company)

[Affix Notary Public Seal]

LINDSEY GRAHAM NOTARY PUBLIC COMMISSION EXPIRES AUGUST 26, 2028 CHEROKEE COUNTY, GEORGIA

SUBSCRIBED AND SWORN
BEFORE ME ON THIS
THE 25th DAY OF March, 20 26

NOTARY PUBLIC
My Commission Expires
August 26, 2028

Lindsey Graham

Accepted and approved by the
City of Mableton, Georgia,
this _____ day of _____, 20_____

ATTEST:

_____
Susan D. Hiott, City Clerk

_____
Michael Owens, Mayor

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Authorization for the Mayor to Execute a Solid Waste Contract with Diamond Disposal, Inc.

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. 2026 Diamond

WASTE HAULER APPLICATION PACKET

Solid Waste Contract with City of Mableton

City of Mableton
1400 Veterans Memorial Highway
SE Suite 134-200
Mableton, Georgia 30126

_____, (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.

Hauler/Company:

The Diamond Disposal Inc

Printed Physical Address:

1400 Veterans Memorial Hwy Suite 134-370
Mableton GA 30126

Signature: _____ **Printed Name:** William Scott
(Signature of Officer of the Company)

Title: Owner **Date:** 4-8-26
(Title/Position of Officer of the Company)

[Affix Notary Public Seal]

SEAL K. MITCHELL NOTARY EXPIRES GEORGIA 05/18/2029 PUBLIC COBB COUNTY

SUBSCRIBED AND SWORN
BEFORE ME ON THIS
THE 8 DAY OF April 2026

NOTARY PUBLIC
My Commission Expires 5/18/2029

Accepted and approved by the
City of Mableton, Georgia,
this _____day of _____, 20_____

ATTEST:

_____
Susan D. Hiott, City Clerk

_____
Michael Owens, Mayor

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Authorization for the Mayor to Execute a Solid Waste Contract with GFL Environmental

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. 2026 GFL

WASTE HAULER APPLICATION PACKET

Solid Waste Contract with City of Mableton

City of Mableton
1400 Veterans Memorial Highway
SE Suite 134-200
Mableton, Georgia 30126

GFL Environmental _____, (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.

Hauler/Company:

GFL Environmental

Printed Physical Address:

2699 Cochran Industrial Boulevard Douglasville, GA 30134

Signature: _____
(Signature of Officer of the Company)

Printed Name: Luke Ewing

Title: Gov. Contract Manager
(Title/Position of Officer of the Company)

Date: 4/15/26

[Affix Notary Public Seal]
Sabrina Gray Hills
NOTARY PUBLIC
Richmond County, GEORGIA
My Commission Expires 07/28/2026

SUBSCRIBED AND SWORN
BEFORE ME ON THIS
THE 15th DAY OF April, 2026

NOTARY PUBLIC
My Commission Expires
7/28/2026

Accepted and approved by the
City of Mableton, Georgia,
this _____day of _____, 20_____

ATTEST:

_____
Susan D. Hiott, City Clerk

_____
Michael Owens, Mayor

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Authorization for the Mayor to Execute a Solid Waste Contract with Red Oak Sanitation and Recycling

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. 2026 Red Oak

WASTE HAULER APPLICATION PACKET

Solid Waste Contract with City of Mableton

City of Mableton
1400 Veterans Memorial Highway
SE Suite 134-200
Mableton, Georgia 30126

Red Oak Sanitation, (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.

Hauler/Company: Red Oak Sanitation and Recycling

Printed Physical Address:

4405 Canton Hwy Cumming, GA 30040

Signature: _____ **Printed Name:** Anthony Grutadaurio
(Signature of Officer of the Company)

Title: Owner **Date:** 04/07/2026
(Title/Position of Officer of the Company)

TERESA D MAYFIELD NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES 06/04/2027

[Affix Notary Public Seal]

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 7th DAY OF April, 2026

NOTARY PUBLIC
My Commission Expires
June 4, 2027

Accepted and approved by the
City of Mableton, Georgia,
this _____day of _____, 20____

ATTEST:

Susan D. Hiott, City Clerk

Michael Owens, Mayor

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Authorization for the Mayor to Execute a Solid Waste Contract with BFI Waste Services, LLC dba Republic Services

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. 2026 Republic

WASTE HAULER APPLICATION PACKET

Solid Waste Contract with City of Mableton

City of Mableton
1400 Veterans Memorial Highway
SE Suite 134-200
Mableton, Georgia 30126

BFI WASTE SERVICES, LLC _____, (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.

Hauler/Company:
BFI WASTE SERVICES, LLC

Printed Physical Address:
3045 DONALD LEE HOLLOWELL PKWY. NW ATLANTA GEORGIA 30318

Signature: _____
(Signature of Officer of the Company)

Printed Name: GATOR HODGES

Title: GENERAL MANAGER
(Title/Position of Officer of the Company)

Date: 4/7/26

[Affix Notary Public Seal]
MARIA DEL PILAR VAZQUEZ
Notary Public, Georgia
Cobb County
My Commission Expires
March 27, 2028

SUBSCRIBED AND SWORN
BEFORE ME ON THIS
THE 7th DAY OF April, 2026

NOTARY PUBLIC
My Commission Expires

MARIA DEL PILAR VAZQUEZ
Notary Public, Georgia
Cobb County
My Commission Expires
March 27, 2028

Accepted and approved by the
City of Mableton, Georgia,
this_____day of _____, 20_____

ATTEST:

_____
Susan D. Hiott, City Clerk

_____
Michael Owens, Mayor

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Authorization for the Mayor to Execute a Solid Waste Contract with Southeastern Waste Collection, LLC

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. 2026 SE Waste

WASTE HAULER APPLICATION PACKET

Solid Waste Contract with City of Mableton

City of Mableton
1400 Veterans Memorial Highway
SE Suite 134-200
Mableton, Georgia 30126

Southeastern Waste Collection (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.

Hauler/Company:

Southeastern Waste Collection LLC

Printed Physical Address:

5012 Amis Ln Powder Springs GA 30127

Signature: _____
(Signature of Officer of the Company)

Printed Name: Richard Kirchgraber

Title: Manager/Owner
(Title/Position of Officer of the Company)

Date: 3/31/26

[Affix Notary Public Seal]

MICHAEL BECHT NEEL NOTARY PUBLIC EXP. SEPT. 5, 2027 FULTON COUNTY, GA

SUBSCRIBED AND SWORN
BEFORE ME ON THIS
THE 31 DAY OF March, 2026

NOTARY PUBLIC
My Commission Expires

Accepted and approved by the
City of Mableton, Georgia,
this _____day of _____, 20____

ATTEST:

_____
Susan D. Hiott, City Clerk

_____
Michael Owens, Mayor

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Authorization for the Mayor to Execute a Solid Waste Contract with Trash Taxi of Georgia, LLC

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. 2026 Trash Taxi

WASTE HAULER APPLICATION PACKET

Solid Waste Contract with City of Mableton

City of Mableton
1400 Veterans Memorial Highway
SE Suite 134-200
Mableton, Georgia 30126

Trash Taxi of Georgia, LLC, (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.

Hauler/Company:

Trash Taxi of Georgia, LLC

Printed Physical Address:

5432 Pine Ridge Ln, Acworth GA 30102

Signature: Jan Swierenga
(Signature of Officer of the Company)

Printed Name: Jan Swierenga

Title: CEO
(Title/Position of Officer of the Company)

Date: 4-10-26

DEIDRE DALLMA NOTARY PUBLIC PAULDING COUNTY GA COMMISSION EXPIRES MARCH 21, 2029

[Affix Notary Public Seal]

SUBSCRIBED AND SWORN
BEFORE ME ON THIS
THE 10 DAY OF April, 2026

NOTARY PUBLIC
My Commission Expires
3-21-29

Accepted and approved by the
City of Mableton, Georgia,
this 14 day of April, 2026

ATTEST:

Susan D. Hiott, City Clerk

Michael Owens, Mayor

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Authorization for the Mayor to Execute a Solid Waste Contract with Waste Connections of GA, Inc.

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. 2026 Waste Connections

WASTE HAULER APPLICATION PACKET

Solid Waste Contract with City of Mableton

City of Mableton
1400 Veterans Memorial Highway
SE Suite 134-200
Mableton, Georgia 30126

WASTE CONNECTIONS OF GA, INC., (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.

Hauler/Company:

WASTE CONNECTIONS OF GA, INC.

Printed Physical Address:

25 NORTH DRIVE SE ARWORTH GA. 30102

Signature: _____ **Printed Name:** STANLEY GROTHEWILZ
(Signature of Officer of the Company)

Title: DISTRICT MANAGER **Date:** 3/18/2026
(Title/Position of Officer of the Company)

[Affix Notary Public Seal]

TABITHA HAWKINS
Notary Public - State of Georgia
Paulding County
My Commission Expires May 29, 2027

SUBSCRIBED AND SWORN
BEFORE ME ON THIS
THE 18th DAY OF MARCH, 20 26

NOTARY PUBLIC
My Commission Expires
5/29/27

Accepted and approved by the
City of Mableton, Georgia,
this _____day of _____, 20_____

ATTEST:

_____
Susan D. Hiott, City Clerk

_____
Michael Owens, Mayor

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Authorization for the Mayor to Execute a Solid Waste Contract with Waste Pro of GA, Inc.

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. 2026 Waste Pro

WASTE HAULER APPLICATION PACKET

Solid Waste Contract with City of Mableton

City of Mableton
1400 Veterans Memorial Highway
SE Suite 134-200
Mableton, Georgia 30126

Waste Pro Of Georgia, Inc, (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.

Hauler/Company:

Waste Pro Of Georgia, Inc

Printed Physical Address:

3512 Oakcliff Rd, Doraville Ga 30340

Signature: _____ **Printed Name:** Michael Ochoa
(Signature of Officer of the Company)

Title: Division Manager **Date:** 4/30/26
(Title/Position of Officer of the Company)

[Affix Notary Public Seal]

TAMIKA ATKINSM NOTARY PUBLIC WALTON COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 13, 2028

SUBSCRIBED AND SWORN
BEFORE ME ON THIS
THE 30th DAY OF April, 2026

NOTARY PUBLIC
My Commission Expires
August 13th, 2028

Accepted and approved by the
City of Mableton, Georgia,
this _____ day of _____, 20_____

ATTEST:

_____
Susan D. Hiott, City Clerk

_____
Michael Owens, Mayor

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Authorization for the Mayor to Execute a Solid Waste Contract with Georgia Waste Systems, LLC dba WM

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. 2026 WM

WASTE HAULER APPLICATION PACKET

Solid Waste Contract with City of Mableton

City of Mableton
1400 Veterans Memorial Highway
SE Suite 134-200
Mableton, Georgia 30126

Waste Managment DBA as Georgia Waste Systems (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.

Hauler/Company:

Georgia Waste Systems LLC

Printed Physical Address:

3001 S Pioneer Dr, SE Smyrna GA 30082

Signature: _____
(Signature of Officer of the Company)

Printed Name: Kevin May

Title: District Manager II
(Title/Position of Officer of the Company)

Date: 4-28-2026

[Affix Notary Public Seal]

"OFFICIAL SEAL"
Notary Public, North Carolina
County of Stokes
Melissa Cheatham-Webb
My Commission Expires 4-30-26

SUBSCRIBED AND SWORN
BEFORE ME ON THIS
THE 28th DAY OF April, 2026

NOTARY PUBLIC
My Commission Expires
4-30-2026

Accepted and approved by the
City of Mableton, Georgia,
this _____ day of _____, 20_____

ATTEST:

_____
Susan D. Hiott, City Clerk

_____
Michael Owens, Mayor

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval of April 20, 2026 Work Session Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. April 20, 2026 Work Session Minutes

CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
April 20, 2026 at 6:30 PM

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

CITY COUNCIL WORK SESSION MINUTES

1. CALL TO ORDER

Mayor Owens called the meeting to order at 6:42 pm.

2. ROLL CALL

City Clerk Susan Hiott conducted the roll call. Councilmember McNeely was absent. 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. PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS

a. Proclamation for Georgia Cities Week 2026 - Mayor Michael Owens

Mayor Owens read the "Georgia Cities Week April 20th-April 25th, 2026" proclamation into the record.

b. Proclamation Celebrating Earth Day 2026 in the City of Mableton - Mayor Michael Owens

Mayor Owens provided background on Earth Day and read the "Earth Day 2026 in the City of Mableton" proclamation into the record.

6. PUBLIC HEARING

a. Public Hearing - Amendments to the City of Mableton Urban Redevelopment Plan

Mayor Owens announced the item and recognized Associate City Attorney Michael Huening who made the presentation. He explained how state law allows for cities to select areas of blight or deterioration for redevelopment. The City already has the Urban Redevelopment Plan and this public hearing is for the amendment to that Urban

Redevelopment Plan. There was a presentation and map displayed that showed the amended areas and photos of the blighted areas.

Questions about the additional areas of the amended Urban Redevelopment Plan followed. Mayor and Council reviewed the areas shown on the monitor. The proposed amendments to the Urban Redevelopment Plan include certain parcels within the City along and/or near Center St SW, Old Floyd Rd SW, Fontaine Rd SW, Mableton Town Sq, Church St SW, Clay Rd SW, Walker Ct, Walker Dr SW, Carol Cir SW, Peak St, US Hwy 278, Floyd Rd SW, Moss Dr, Lions Club Dr. and Glore Dr SW. The proposed amended Urban Redevelopment Plan is available in the agenda packet. Photos were shown of the blighted areas.

Mayor Owens opened the public hearing. He asked for comment. He asked if anyone would like to speak. He asked twice. There was none. Mayor Owens closed the public hearing.

Councilmember Brown inquired about the next steps after the URA plan is approved. Mayor Owens explained that the URA plan does not require immediate action but allows for future redevelopment activities for the blighted areas. Associate City Attorney Huening announced that the vote for the amendments will be on Wednesday, April 22. He stated this is a preliminary public hearing.

Mayor Owens read: *The general scope of the Urban Redevelopment Plan, as amended, will be revitalization, land acquisition, improvements and other related redevelopment activities, and to address blight and growth within the City in a manner that positively enhances neighborhoods, businesses, industries, investments, recreation and quality of life.*

7. AGENDA ITEMS AND DISCUSSION

a. REZ2026-003 (First Read) – Tax Parcel 19108000540 (Stallion Parkway) - request to rezone 3.5 acre property from NRC to RSL for 61-unit senior housing development - Director Michael Hughes

Mayor Owens announced the item and recognized Community Development Director Michael Hughes. Mr. Hughes asked Deputy Director Tina Garver to present.

The presentation is available in the agenda packet. Highlights of presentation:

- The request is to go from NRC, which is neighborhood, retail, commercial to RSL, residential senior living.
- The aerial map and concept plan was shown. The property is located on Austell Road and Stallion Parkway.
- The Zoning Map and Future Land Use Map were shown.
- The three categories of residential senior living are RSL Supportive, RSL Non-Supportive, and RSL Non-Supportive Urban Rental Units.
- The application does not cleanly fit any of these categories.
- This is an affordable product. It meets most requirements but not in a high density area.

- Elevations were shown.
- Examples of flat roof and pitched roof were shown. The Planning Commission recommended the pitched roof.
- The Ordinance criteria was reviewed.

Based on staff analysis, the proposed rezoning application is not generally consistent with the Neighborhood Activity Center (NAC) future land use designation.

Proposed Conditions of Approval : To ensure the project proceeds as described in the application, staff
recommend the following conditions:
1. Reversionary Clause: The zoning shall revert to the original NRC classification if the applicant does not
receive the necessary tax credit awards for the development within two years of approval.
2. Age Restriction: The community must remain strictly age-restricted for residents aged 55 and older.
3. Income Restriction: The applicant shall maintain 100 percent of the units as income-restricted housing
as proposed (at or below 80 percent Area Median Income).
4. Density and Site Plan: The proposed density shall not exceed 61 units. Development must strictly
adhere to the submitted site plan, including the 33.4 percent impervious surface limit and provided
parking capacity, except where revisions are required to meet the Austell Road design standards,
subject to final approval by the Community Development Director.
5. Design Review: The Applicant shall submit detailed building elevations revised building elevations (to include
gable roofing), and a revised site plan incorporating specific outdoor amenities—including a picnic shelter,
a community garden, walking trail, covered porch, and a sun deck with grill—to Community Development Staff.
Staff shall review these for material quality, massing, residential compatibility, and compliance with the
Austell Road Design Guidelines. Final approval of all exterior designs and materials must be granted by the
Director of Community Development prior to the issuance of a Land Disturbance Permit (LDP) or Building
Permit.
6. Accessibility Standards: The development must incorporate applicable accessibility and easy living standards,
including bathrooms with ample maneuvering space, ample interior door widths, and step less entrances at all
doors and elevators on the property.
7. Infrastructure and Parking: All parking lots are to be striped and paved to Cobb County Design Standards as
adopted by the City of Mableton.
8. Agency Compliance: The development is subject to all comments and recommendations

from the following
departments: - Cobb County Fire Marshal, Cobb County Water and Sewer Division, Cobb County Stormwater
Management Division, Cobb County Department of Transportation (DOT).

The proposed development is within the Austell Design Requirements.

Councilmember Brown asked about the parking for 61 units. She mentioned Wisteria Place in her district, which has extreme parking problems. Many seniors still work. She opined that the City needs to rethink the parking lot issue. If 55 and up and called senior, then accessibility should include features such as lower countertops, and lower and larger doorways. She opined to not say accessible if it is really not accessible.

Ms. Garver stated the applicant can provide additional information and the parking will be double-checked. The application will be on Wednesday's April 22, 2026, agenda.

b. Resolution to Adopt Uniform Municipal Court Rules of Procedure - Court Administrator Mallory Minor

Mayor Owens announced the item and recognized Court Administrator Mallory Minor, who provided an overview of the Uniform Rules of Procedure. Mayor Owens asked if the rules are already required by default or does the City have to follow the rules. Ms. Minor explained the adoption of the rules is not required, but it is best practice. It is important to operate in uniformity. They are important to the operations of the court. Although they are not mandatory, the Court does respectfully request that the Mayor and Council support the resolution.

Mayor Owens asked if there were any questions. Mayor Owens asked how often they are updated. Ms. Minor explained that the 2024 version had not been updated since 2017. There were some changes needed, regarding religious headgear.

Discussion followed about the need for future resolutions for updates. Councilmember Ferguson asked if the rules are updated periodically. Ms. Minor stated no, mainly on an as-needed basis. Councilmember Herndon added that a lot of courts were still using the 2017 version. Ms. Minor pointed out on the first page of the resolution, section one, that the City Attorney did a great job with basically incorporating the language *updated and amended by the Council of municipal court judges*. So if there was a change later in the year, the resolution would still support any of those future changes, because it is incorporated that the resolution is basically going to adopt any amendment to that one.

Mayor Owens asked if there were any more questions. There was none. The resolution will be on the May 13th agenda.

c. Resolution Updating the City of Mableton's Classification and Pay Plan Discussion - Human Resources Director Jeanne Pope

Mayor Owens announced the item and recognized HR Dept. Director Jeanne Pope. Ms. Pope explained how certain positions have topped out in certain areas of the pay plan. The amendment is to remain competitive, Staff has looked at the cities which are,

comparatively, our main competitors. She was asking for the pay plan update to be placed on the consent agenda for Wednesday.

Mayor Owens asked for any comments or questions. There was none.

8. PRE REGULAR MEETING AGENDA REVIEW

Mayor Owens led in the review of the upcoming Regular Meeting Agenda.

- **6 a - REZ 2026-002, 640 Gordon Road, is to be deferred**
- Mayor Owens explained the public hearing comment process.
- **7a National Day of Prayer Proclamation** - Mayor Owens asked Mr. Tanks to explain and Mr. Tank provided background about the 4P Group and that Pastor Barry Smith will be attending on Wednesday to receive the proclamation.
- **11 a - REZ 2025-009, 6671 Mableton Parkway -**
    - Community Development Director Hughes reported that staff had met with the applicant's attorney.
    - Staff reviewed the attorney' proposed items.
    - Generally there was some agreement on the items, but some stipulations were left out and staff is working on reincorporating into the agreement.
    - Applicant asked if the city would consider a zoning code amendment to allow beyond a two year temporary land permit if the applicant can prove economic hardship. He thought this was a slippery slope and criteria difficult to manage.
    - There is another thought to discuss as relates to the temporary land permit.
    - Mr. Highes addressed the discussion with the applicant's attorney about taking down the billboard and the canopy. Because of wiring and connection challenges, the cost of removal would increase.
    - Questions and discussion followed about the type of uses and that the original prohibition of tobacco sales were left out of the attorney's recommendations.
    - Questions and discussion followed about the 17 other businesses.Concern was expressed about setting a precedent.
    - Council discussed the importance of balancing the needs of the business community with the city's future land use plans.
    - The applicant's proposed recommendations will be discussed with City Attorney Emilia Walker-Ashby the next day.
    - Mr. Hughes reported he had called the County that day to seek an official map of Cobb County from 1972 when they adopted the ordinance.
    - Attorney Huening noted and discussed that the tax assessor's assessment as commercial property does not determine the zoning purposes. He provided an additional explanation about zoning case law.
    - There was consideration and discussion about a three-year temporary land use and the need to rewrite the zoning standards and code based on the Comprehensive Plan.
    - Council discussed that as long as business owners renew their business license, they will be ok. During start-up, tThe City did three extensions for business owners to renew their licenses.
    - Mr. Huhes explained transitional areas from the land use plan. He recommended no more than three years for a temporary land use permit.

- Discussion followed about transitional areas in the Comprehensive Plan.
- Mr. Hughes reiterated that staff and city attorney would consult with the applicant's attorney and prepare a written update for the Council on the temporary land use and stipulations for the affected business, including staff recommendations, to be provided before Wednesday's meeting.

12 b first read of an Ordinance amending the Finance Policies.

1**2 c -** first read of an ordinance adopting the Mableton Procurement Policy.
12 d The Resolution to apply for a state and local Cybersecurity Grant which has a 30% match.

9. ANNOUNCEMENTS

None.

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

Motion was made by Councilmember Fergsuon and seconded by Councilmember Brown to enter into Executive Session for litigation, real estate, and personnel at 8:51pm. The motion passed unanimously. Yeas:Davis, Jeffcoat, Brown, Ferguson, Herndon and Owens

Motion was made by Councilmember Jeffcoat and seconded by Councilmember Brown to exit the Executive Session at 10:24 pm. The motion carried unanimously. Yeas: Davis, Jeffcoat, Brown, Ferguson, Herndon and Owens

Motion was made by Councilmember Ferguson to approve and adopt a resolution reiterating the City's election to continue receiving water and sewer services from Cobb County for the same fees charged to the unincorporated residents and to authorize the mayor to sign the same. Councilmember Davis seconded the motion. The motion passed 6-0.

Motion was made by Councilmember Jeffcoat to authorize the mayor to extend the City's lease agreement with Greg Totherow for 780 Concord Road, through August 31, 2026. Councilmember Brown seconded the motion. The motion passed 6-0.

11. ADJOURNMENT

Motion was made by Councilmember Jeffcoat and seconded by Councilmember Ferguson to adjourn. The motion passed 6-0. There being no further business, Mayor Owens adjourned the meeting at 10:27 p.m.

Dr. Michael Owens, Mayor

Susan Hiott, City Clerk

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval of April 22, 2026 Regular Meeting Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. April 22, 2026 Wednesday Regular Meeting Minutes

CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
April 22, 2026 at 6:30 PM

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

CITY COUNCIL REGULAR MEETING MINUTES

1. CALL TO ORDER

Mayor Pro Tem Davis called the meeting to order at 6:39 pm.

2. ROLL CALL

City Clerk Hiott conducted the roll call. Mayor Owens was not present. A quorum was present.

3. INVOCATION

City Manager Tanks led the Invocation.

4. PLEDGE OF ALLEGIANCE

Councilmember McNeely led in the Pledge of Allegiance.

5. APPROVAL OF AGENDA

Mayor Pro Tem announced the item and recognized City Attorney Walker Ashby. She stated that there are two administrative requests to add; an Executive Session as item 6b and to add administrative purchases as item 13a.

Motion was made by Councilmember Ferguson and seconded by Councilmember Brown to approve the agenda adding an executive session as item 6b and administrative purchases as item 13a. The motion carried 6-0.

6. PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS

a. National Day of Prayer Proclamation - Barry Smith of Mableton Pastor Collective

Mayor Pro Tem Davis recognized Pastor Barry Smith of First Christian Church of Mableton and Pastor Korede Akindele of Victory International Center, who spoke on behalf of the Mableton Pastors Collective in observance of the upcoming National Day of Prayer.

Pastor Smith expressed his appreciation to the Council for their engagement and for presenting the Proclamation this evening. He shared background information on the National Day of Prayer as a nationally recognized observance and highlighted the upcoming National Day of Prayer event scheduled for May 7th at the Mableton Amphitheater, hosted by the 4P Group of Pastors, Public Safety, Principals, and Community Partners. He noted that 18 churches would participate in the event and encouraged everyone to attend and join the City in prayer. Pastor Akindele also thanked the Council for the recognition and encouraged the community to continue praying for all leaders.

Mayor Pro Tem Davis read the proclamation aloud and presented it to Pastors Barry Smith and Korede Akindele on behalf of the Mableton Pastors Collective. Photos were taken.

b. 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))

This item was at the request of staff and approved by the motion made during the Approval of the Agenda.

Motion was made by Councilmember Ferguson and seconded by Councilmember McNeely to go into Executive Session (at approximately 6:55 pm) for litigation, real estate, and personnel. The motion carried unanimously. Yeas:Davis, McNeely, Jeffcoat, Brown, Ferguson and Herndon.

Motion was made by Councilmember Ferguson and seconded by Councilmember Herndon to close Executive Session (at approximately 7:13 pm) The motion carried unanimously. Yeas:Davis, McNeely, Jeffcoat, Brown, Ferguson and Herndon.

7. PUBLIC HEARINGS

a. REZ2026-002 (Deferral to May 13, 2026) - 640 South Gordon Rd- Request to rezone subject property from R-20 to RD for duplex development - Director Michael Hughes

Mayor Pro Tem Davis introduced the item and recognized Director Hughes. Director Hughes indicated that the item will be deferred to the May 13th agenda, which will allow the Planning Commission to review the case further.

Motion was made by Councilmember Brown and seconded by Councilmember Jeffcoat to defer REZ2026-002 to the May 13th agenda. The motion passed 6-0.

b. REZ2026-003 (First Read and Public Hearing) – Tax Parcel 19108000540 (Stallion Parkway) - request to rezone 3.5 acre property from NRC to RSL for 61-unit senior housing development - Director Michael Hughes

Open Public Hearing (Applicant and Support - 10 minutes time limit)
Opposition - (10 minutes time limit)
Close Public Hearing

No action until Second Read

Mayor Pro Tem Davis announced the item and recognized Director Hughes, who introduced Deputy Director Garver to provide the presentation (available on record). This is a First read, so no action is required. Deputy Garver provided background for the case. She indicated that the request is to rezone from Neighborhood Retail Commercial (NRC) to Residential Senior Living (RSL) to accommodate a senior living community with 61 proposed urban rental units.

She provided further details on the following:
Aerial map
Concept Map
Renderings
Site Plan (she indicated there are a couple of versions with different stories)
Current Zoning Map
Future Land Use Map
Surrounding businesses

Deputy Garver detailed the three categories for senior living in the City's code. She stated that the proposed product best fits the "urban rental units" category except future land use. She noted that the future land use designation is intended to be high-density, while the property is currently designated as a Neighborhood Activity Center.

Deputy Garver detailed the zoning criteria considered by staff and reviewed the recommendations of both staff and the Planning Commission. She stated that staff recommended denial because the City's Code does not have a clear zoning designation for the property and is incompatible with the Future Land Use Map. The Planning Commission heard the case and recommended approval with stipulations.

Deputy Garver acknowledged that the applicant was there to present their application.

The Planning Commission's recommended stipulations include the following:
1. Reversionary Clause – revert to NRC if the applicant does not receive the necessary Tax Credits
2. Age Restriction – 55 years or older
3. Income Restriction – at or below 80% of the area median income
4. Density and Site Plan – no more than 61 units and must adhere to the site plan provided unless determined otherwise.
5. Design Review – applicant to submit a revised building elevation to include gable roofing and a revised site plan to include additional amenities
6. Accessibility Standards – must be accessible to senior standards
7. Infrastructure and Parking – all parking to meet Cobb County design standards
8. Agency Compliance – subject to all comments and recommendations from the following departments: Cobb Fire, Cobb Water & Sewer, Cobb Stormwater & Cobb DOT

Mayor Pro Tem Davis opened the public hearing and provided the rules.

Applicant Pete Schwiegeraht of Pivotal Housing Partners provided background on the company. He explained that the project will compete for state funding and has been revised to 54 units with features designed for senior residents. He added that the buildings will

meet national green building standards for energy efficiency and described the development as independent living. He indicated the goal is to provide units below market rates to allow seniors to age in place. He also noted a planned investment of $17–$18 million and confirmed the agreement with all recommended stipulations.

Those who spoke in Favor:
1.Steve Jungk spoke on behalf of the Mableton Improvement Coalition in favor of this case. He noted that a high density residential is not a designation identified in the FLU, so this kind of housing would not be possible without some consideration.

Mayor Pro Tem Davis called for those in opposition.

Those who spoke in Opposition:
1.Denny Wilson did not speak in opposition, but she asked for clarity on the number of stories. Deputy Garver indicated that full clarification will be provided at the next meeting.
2.Yashica Marshall asked for clarity on the affordable dollar amount to be expected for the housing.
3.Rosie Turner spoke in opposition subjected to the following conditions to be considered: parking, washer and dryer accessibility. She emphasized that additional accommodations are needed as the residents get older, including disposing of trash.

Mayor Pro Tem Davis asked Council if they had any questions.

Councilmember Brown asked about the reduction in units from 61 to 54 and its impact on parking, and also asked about the comparison of the categories. Deputy Garver responded that 1.25 parking spaces are required per unit, totaling 77 spaces, and noted that the Council could stipulate a higher parking requirement.

Councilmember Herndon asked what standard would be used to determine the income qualification and what is the anticipated cost of this living space for potential residents. The applicant responded that the tax credit program has average Area Medium Income (AMI) of 60% or lower. He noted that the proposed facility will have a mix of 40%, 60% & 80% and HUD will set the discount to market prices based on those AMIs. Councilmember Brown asked about the AMI is for Cobb County. The applicant responded that the average AMI for Cobb County is $114,000. He indicated that they generally attract true retirees. He also addressed the other questions mentioned tonight and provided detailed explanations. He indicated there may be 20–30 additional parking spaces available.

Councilmember Herndon asked what income qualification standards would be used and the anticipated cost of the housing for residents. The applicant responded that the tax credit program uses Area Median Income (AMI) levels at 60% or below, and noted the project would include a mix of 40%, 60%, and 80% AMI units, with HUD setting rents based on those thresholds. Councilmember Brown asked about Cobb County's AMI, and the applicant stated it is approximately $114,000. He addressed the additional questions raised.

Mayor Pro Tem Davis called for additional questions. Councilmember Ferguson asked a final question regarding handicap parking. Deputy Garver responded that the 1.25 parking spaces per unit includes the required ADA-accessible parking.

There being no other questions, the public hearing was closed. No action was required.

c. REZ2025-011 - (Second Read and Public Hearing) Tax Parcel 18042100010 /18042000090 (Oak Ridge Commerce Way) - Request to rezone a 25.97-acre parcel to rezone from MHP to LI for A 300,000 square foot warehouse/distribution center - *Director Michael Hughes*

Open Public Hearing - (Applicant and support - 10 minutes time limit)
Opposition - (10 minutes time limit)
Close Public Hearing
Vote for Second Read

Mayor Pro Tem Davis announced the item and recognized Director Hughes, who introduced Deputy Director Garver to provide the presentation (available on record). She indicated that this was a Second read with a public hearing. She stated that the request is to rezone the property from Mobile Home Park (MHP) to Light Industrial (LI) for a warehouse/distribution center.

She indicated that staff recommended approval and the planning commission recommended approval with stipulations. The detailed stipulations are available in **ORD 2026-04-02 – Amending the Official Zoning Map.**

Director Garver noted that all the stipulations are the same from the First read except for the following updates:

4. Traffic and Access Management
Vehicular access points, including truck ingress and egress, shall be designed to minimize traffic conflicts and neighborhood impacts. A traffic impact analysis may be required at the time of permitting to determine necessary roadway improvements, turn lanes, or access modifications.

5. Truck Routing and Operations
Truck traffic shall be directed to utilize designated arterial or collector roadways. Wayfinding signage and operational plans may be required to discourage truck traffic through adjacent residential areas. All commercial vehicles with more than six (6) wheels or a GVWR exceeding 14,500 lbs. originating from or destined for 6784 Oak Ridge Commerce Way shall be prohibited from utilizing Oak Ridge Road as a through-route to Six Flags Drive; such traffic shall be directed via wayfinding signage and internal operational plans to utilize Thornton Road for access to Interstate 20, with "No Through Truck" signage to be installed by the applicant at the project entrance in accordance with Cobb DOT and MUTCD standards.

Deputy Garver reiterated that the item does require a public hearing, and the applicant is present to make their case. Henry Bailey, Counsel for the applicant, was recognized. He reiterated the request for the application. He emphasized that the application has the support of the Mableton improvement Coalition, City staff & Planning Commission for

approval with stipulations. He confirmed that the applicant is agreeable to all proposed stipulations.

Those who spoke in favor:
1. Steve Jungk spoke on behalf of the Mableton Improvement Coalition in support of the application with proposed stipulations.

No others spoke in support. Mayor Pro Tem called for those in opposition.

Those who spoke in opposition:
1. Phil Barnett expressed concern for surrounding businesses, including two-day cares and an elderly facility, and the potential traffic.
2. Denny Wilson expressed concern for the surrounding businesses and the upkeep of the current business. She raised additional concerns about traffic and safety.
3. A female speaker (no name provided) agreed with previous comments made by those in opposition. She emphasized concerns about traffic in the residential area and doesn't believe it is a good fit.

There were no more in opposition,

Attorney Bailey provided a rebuttal and further explained that the warehouse is located far from the roadway to address traffic concerns. He also stated that the Future Land Use Map has the area designated for industrial use and other surrounding areas.

Mayor Pro Tem Davis called for questions from Council. Councilmembers Herndon and Jeffcoat asked questions regarding surrounding properties, potential disturbances, and proposed hours of operation. Councilmember Ferguson asked whether the traffic study could be made a requirement. Deputy Garver confirmed that it could be included in the final motion.

EJ Thurmon, the applicant and developer, confirmed that a traffic impact study was conducted as part of the zoning application and presented the findings. The results indicated minimal concerns, with traffic expected to operate at satisfactory levels. Councilmember Ferguson noted additional areas for consideration.

Councilmember McNeely asked for the language of recommendation from staff. Deputy Garver provided the updated suggested language and noted that the traffic study may be subject to staff approval.

Councilmember Ferguson asked how the City could ensure traffic is directed along the designated route. Director Hughes confirmed that police enforcement would address this concern. Councilmember Ferguson also raised concerns about noise mitigation in relation to the City’s noise ordinance. Attorney Bailey responded that the site design and existing buffers were intentionally included to address noise impacts. Further discussion followed.

Mayor Pro Tem Davis called for final questions from Council. There were none. The public

hearing was closed. He called for a motion.

Motion was made by Councilmember Ferguson to approve with the amended stipulation #4 to add the term “shall be required rather than may” in addition to the other proposed stipulations and subject to staff approval and seconded by Councilmember Herndon. Motion was approved 5-1. Councilmember Jeffcoat voted no.

8. APPOINTMENTS

None.

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

The following was shared during public comment:

Steve Jungk with the Mableton Improvement Coalition (MIC) expressed their support for the denial of rezoning case REZ2025-009 and explained the basis for the position.
Me'Lisa Adams commented on the decline of the quality of life in the City of Mableton over the past couple of decades, expressing concern that the community’s "family-oriented" nature is being lost.
Steve Friedman of the Mableton Masonic Lodge spoke about the Georgia Child Prevention Program, which will be offered at the Taste of Mableton. He provided background information about the program and encouraged everyone to consider it.
Lavella Armstrong, a resident of District 2, expressed concern about the lack of grocery stores in her area.
MeKisha Carter spoke in support of rezoning case REZ2025-009, emphasizing the importance of family, unity and a strong foundation.
Scott Starowitz, representing the SAE School, spoke in opposition to rezoning case REZ2025-009, noting concerns about student safety. He thanked the City for engaging the parents who have also reached out to share their concerns as well.
Louise Adams-Short, a 30-year resident, expressed concern about changes in the community and their impact on long-term residents. She urged the Council to consider and remain mindful of those who have lived in the neighborhood for many years.
Denny Wilson spoke about the principles of right and wrong, encouraging the Council to make the "right" decision with regard to REZ2025-009. She expressed concern regarding the Johnson family’s loss of a major source of income. She encouraged support and consideration for the Johnson family.
Phillip Barnett shared his thoughts in regards to REZ2025-009. He encouraged support and consideration for the Johnson family.
Linda Carson of Leisure Locks by Louise, Inc. expressed deep concern about the high cost of property taxes, stating that it is hard to maintain. She asked Council for guidance and assistance.

10. CONSENT AGENDA

Mayor Pro Tem Davis announced the item and opened the floor for discussion. There being none, he requested a motion.
Motion was made by Councilmember Jeffcoat and seconded by Councilmember Ferguson to approve the Consent Agenda as written. The motion carried .6-0.

a. Resolution Updating the City of Mableton Classification and Pay Plan

b. Approval of April 13, 2026 Work Session Minutes

c. Approval of April 13, 2026 Regular Council Meeting

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*

Mayor Pro Tem Davis presented the item and recognized Director Michael Hughes, who then invited Deputy Director Garver to give the presentation, as documented in the record.

Deputy Director Garver explained that the rezoning request seeks to change the property's designation from R-20 (Single-Family Residential) to NRC (Neighborhood Retail Commercial). She noted that both staff and the Planning Commission recommend approval of a Temporary Land Use (TLU) permit with revised stipulations.

She presented an overview of the property's history, highlighting the following key points:

- The property was zoned R-20 by Cobb County in the early 1970s.
- The current owners purchased the property from Marathon Oil Company.
- In September 2024, the new applicant was denied an Occupational Tax Certificate due to nonconformity.
- In November 2024, the rezoning request was submitted.
- In January 2025, the request was heard by the Planning Commission and City Council.

She also provided additional background information and reviewed the updated stipulations recommended by both the Planning Commission and staff.

The updated stipulations are as follows and included for the record:
STIPULATIONS AND CONDITIONS OF APPROVAL

1. The temporary land use permit be limited to a period of two years, with an automatic renewal if compliance is demonstrated with all stipulations below. No renewals will be granted beyond the 4 year period.

2. After the adoption of the 2045 Comprehensive Plan, the city will investigate and develop a zoning category to accommodate neighborhood-serving commercial uses on the sites within the Suburban Neighborhoods- Transition Character Area identified in the comprehensive plan.

3. Restrict Prohibited Uses: The development of any automobile-related business, including but not limited to used tire shops, auto- emission stations, vehicle repair facilities, vehicle sales, gas station, pawn shops, fueling station, or similar automotive fuel-dispensing facility, alcohol,tobacco or vape sales, CBD items, or gambling-related merchandise shall be expressly prohibited on the property, notwithstanding any reference to "Gas station" in the application materials.

4. Limitation of Commercial Use: Commercial uses shall be limited strictly to neighborhood- serving retail and service establishments as outlined in the Letter of Intent, which include, but are not limited to, a hair salon, barber shop, nail shop, beauty mart, office space (professional & administrative offices), or a mini-mart (non-alcohol sales).

5. Restriction on Intensive Uses: Uses that generate high traffic volume or operate with extended nighttime hours (e.g., bars, nightclubs, high-volume drive-thrus & car wash operations) shall be prohibited to protect the adjacent residential properties.

6. Site Plan: A detailed site plan shall be submitted for staff review and approval prior to the issuance of any land disturbance or building permit associated with any future development or renovation that results in an alteration to the existing impervious surface on the subject site. The site plan must clearly demonstrate compliance with all applicable dimensional and development standards, including parking, landscaping, and stormwater management requirements and compliance with Cobb DOT requirements. Prior to the issuance of any new business license, the applicant shall demonstrate compliance with parking requirements.

7. Preservation of Existing Structures (Interim): The existing structure shall be maintained to a high standard, in compliance with the R-20 district's intent for architectural compatibility with neighborhood residences. Demolition and reconstruction of the main office building would require a new review for compatibility.

8. Demolition of Front and Rear Canopies / Removal of Existing Billboard (Time-Bound): The applicant shall demolish the front canopy structures within two (2) years from the date the Temporary Land Use Permit (TLUP) is approved and adopted by the City Council. Should restrictions placed on this property from the Environmental Protection Division (EPD) provide hardship in the removal of this canopy, this time may be extended or restriction removed by the Mayor and Council at a regular council meeting. The billboard located atop the canopy and the metal canopy shall be removed within six (6) months from the date of City Council approval and adoption of the Temporary Land Use Permit (TLUP). Failure to complete the demolition, billboard removal, and disposal of all associated debris within the specified timeframes shall constitute a zoning violation and shall result in the automatic denial of any renewal of the Temporary Land Use Permit (TLUP).

9. Enhanced Buffering: A minimum 25-foot undisturbed vegetative buffer shall be maintained or established along the entire western and eastern property lines where the parcel abuts R-20 Single-Family Residential zoning. The buffer shall be supplemented with opaque fencing (e.g., solid wood or masonry) and additional evergreen plantings to achieve a visual screen 6 feet in height, subject to staff approval along the western and eastern property lines. No land disturbance or clearing shall be allowed between the building and the northern property line.

10. Lighting Control: All exterior lighting shall be full cut-off type, directed downward and away from adjacent residential properties, and shall comply with the City's dark sky or shielding requirements to minimize light trespass.

11. Access and Circulation: The site shall utilize the existing access points from Mableton Parkway. Any modifications to site access or internal circulation shall be subject to review and approval by the County Transportation Department (Cobb County DOT) to ensure safe ingress and egress, especially concerning traffic on Mableton Parkway.

12. Hours of Operation: To minimize disruption to adjacent residential uses, the hours of operation for all businesses on the site shall be restricted to a maximum of 7:00 AM to 10:00 PM, Monday through Sunday, unless a specific use with different hours is approved by the Mayor and Council.

13. Signage Plan: A comprehensive signage plan shall be submitted to staff for review and approval, ensuring that all signage is proportional to the building, low-profile, and non-flashing, to be aesthetically compatible with the surrounding neighborhood.

14. Parking & Maintenance: Prohibition of overnight parking not directly associated with the on-site commercial businesses. Any dumpster placed on the property shall be in an enclosure compliant with the development standards.

The applicant’s attorney, Debora [last name], was recognized to speak before the Council. She expressed appreciation to the Community Development Department and the City Attorney for their efforts to reach an agreement, but noted that no agreement was made.

Attorney Golynbieski provided two new items for Council consideration (both available on the record):

- She shared a broker’s opinion indicating that a two-year Temporary Land Use (TLU) period would not support a viable lease term for prospective tenants, noting that a five-year term is typically standard.
- She shared a quote from Imagines Enterprises, LLC that estimated the cost of demolishing the canopy at $256,932, which she described as financially unfeasible.

Attorney Golynbieski provided additional information supporting the rezoning of the property to a commercial classification and explained the physical challenges on the site that make residential use impractical. She also addressed staff’s concerns regarding potential spot zoning indicating that can not be applied in this case and cited a prior case in Henry County in support.

Lastly, Attorney Golynbieski confirmed that the applicant agrees to certain proposed stipulations but not all and requested that the Council approve the application as submitted.

Mayor Pro Tem Davis asked if there were any questions. Councilmember Jeffcoat asked if the applicant planned to obtain any more quotes to provide an average for the demolition. Attorney Golynbieski indicated not at this time.

Councilmember Herndon asked whether the case could be treated as a special exemption based on hardship without setting a precedent for future applications.

City Attorney Walker-Ashby explained that the matter involves balancing the City's interests with the applicant's interests. She further elaborated on the importance of considering the overall community impact and emphasized that the intent of staff is not to shut the business down. Rather, the goal is to allow the Council time to evaluate the corridor in a more comprehensive, holistic manner.

She stated that the issue of cost remains regardless of whether the property is rezoned, noting that the canopy will still need to be addressed either way. She added that the City is focused on making the best decision for the corridor as a whole and cannot evaluate the rezoning in isolation. She also reminded Council that zoning is tied to the land, not the applicant or current owner, and that Council must consider whether it intends to allow commercial zoning in that area for future applicants.

She expressed that the City has proposed a solution that would allow the applicant to continue operating commercially while also giving Council time to review the zoning code and address gaps in oversight that contributed to the current situation. She further noted the City's responsibility to protect surrounding properties in the event the property is sold.

Councilmember Herndon asked whether stipulations could be added to further define or limit allowable uses for future owners or tenants. City Attorney Walker-Ashby responded that permitted uses would be governed by the applicable zoning classification. She provided that her recommendation would be to approve staff's recommendation, allow the business to continue operating commercially for the extended four-year period, and provide staff time to evaluate the corridor more holistically. Councilmembers Jeffcoat, Brown, Davis, and Ferguson offered statements to the family.

Motion was made by Councilmember Jeffcoat to support the recommendation of the staff for a 2-year TLU with updated stipulations and an automatic renewal for 2 additional years. Councilmember Ferguson seconded. Motion passed 5-1. Councilmember Herndon was in opposition.

Motion was made by Councilmember Brown for a recess at 9:57pm and seconded by Councilmember Jeffcoat. Motion passed 6-0.

12. NEW BUSINESS

a. Consideration and Approval of a Resolution to Amend the Urban Redevelopment Plan for the City of Mableton Urban Redevelopment Area and for Other Purposes - City Attorney Emilia Walker-Ashby

Mayor Pro Tem Davis welcomed everyone back from a recess at 10:19pm.

Motion was made by Councilmember Ferguson to come out of recess and Councilmember McNeely seconded. Motion passed 6-0

Mayor Pro Tem Davis announced the item and recognized City Attorney Walker-Ashby. She announced that this is an amendment to the existing URA Plan. She indicated that there was a public meeting that was noticed in the MDJ and a public hearing was held earlier this week to circulate the updated plan.

She highlighted the 2 substantive amendments to the plan for the creation of URA areas 3 (near Mableton Town Square) and 4 (near Lions Club Drive). She provided further details, including area boundaries and a description of zoning classifications. She indicated that these new areas would then be subject to the bond obligations and financing for improvements of the areas for redevelopment by the City within the bond constraints.

She indicated that the recommendation is for approval of the amended URA Plan with direction of staff to prioritize the expenditure of bond funds in those areas. Mayor Pro Tem Davis called for questions from Council. There were none.

Motion made by Councilmember McNeely and seconded by Councilmember Brown to approve the Resolution to Amend the Urban Redevelopment Plan for the City of Mableton Urban Redevelopment Area and for other lawful purposes. The motion passed 6-0.

b. First Read - An Ordinance Amending Article 5, Finance, of Chapter 2, Administration, of the City of Mableton Code of Ordinances and for Other Lawful Purposes - Finance Director Karen Ellis

Mayor Pro Tem Davis announced the item and recognized Finance Director Ellis.

Director Ellis indicated that this is an amendment to the financial management policies adopted by the Council back in April 2024. She mentioned that there are sections within the policies that currently do not align with the City Charter.

The four sections proposed for updates are:
2.52 Fiscal Year Budget Calendar — Currently states that the annual budget will be proposed two months prior to the start of the City's fiscal year. This language conflicts with the City Charter and has been updated to ensure alignment.
2.54 Budget Ordinances — The policy currently provides for an unassigned fund balance equal to 2.5 months of prior fiscal year actual or budgeted expenditures. The amendment would increase this to three months, or 25% of the budget.

2.55 Municipal Fund Balance — The policy currently states that an ordinance or resolution shall be adopted; however, the amendment reflects that the budget will be adopted by ordinance only.

2.56 Operational Guidance — The reference to the initial recommended fund balance is being amended to align with the prior sections in 2.55.

Director Ellis noted that this was a First read and asked if there were any questions from Council. There were none.

c. First Read - An Ordinance Approving the City of Mableton Procurement Policy

and for Other Lawful Purposes - Finance Director Karen Ellis

Mayor Pro Tem Davis announced the item and recognized Finance Director Ellis. Director Ellis indicated that this is an additional update to the City's financial policies.

Director Ellise noted 6.32 of the City's Charter states that the procurement policy establishes procedures for a centralized purchasing program as a responsibility of the Finance department. She mentioned that a unified program would enhance compliance, reduce audit risk, and create procedural consistency across all departments. She recalled that the policy received its initial first reading in August 2023 and was presented by the City Attorney.

Director Ellis asked Council to reach out with any questions or feedback to be considered before the second read on the May 13th agenda.

d. Consideration and Approval of a Resolution to Apply to the State and Local Cybersecurity Grant Program (SLCGP) and for Other Lawful Purposes - Frantz Francois, IT Director

Mayor Pro Tem Davis announced the item and recognized City Manager Tanks to present the item on behalf of IT Director Francios, who was absent due to a family emergency.

City Manager Tanks indicated that the grant requires a 30% match and that any grant requiring matching funds must be brought before the Council. He noted that the City's grant consultant, Mr. Brewer, stated the grant could total several hundred thousand dollars. He noted that the grant would be funded by the Department of Homeland Security and offered to municipalities to strengthen cybersecurity.

Motion made by Councilmember Brown and seconded by Councilmember Ferguson to approve the Resolution to Apply to the State and Local Cybersecurity Grant Program (SLCGP) and for other lawful purposes.

Councilmember Ferguson asked if this would come back before Council if awarded to determine the project and required matching funds. Director Ellis noted that the Finance Department is working on a grant policy as well. She indicated that this is the first phase by asking the Council to apply knowing what the City's obligation might be. She noted that if the grant is awarded, the City would then have multiple grant funds and will need to identify the source of the match funds. The item would then return to the Council, so that Council is fully informed of the City's financial exposure.

Mayor Pro Tem Davis called for a vote. The motion passed 6-0.

13. OTHER BUSINESS/DISCUSSION

a. Consideration and discussion of administrative purchases

Mayor Pro Tem Davis announced the item and recognized City Manager Tanks. City Manager Tanks requested Council authorization to purchase Municipal Court furniture not to exceed $100,000. He noted the budget was already approved, but purchases over $50,000 require Council approval, and emphasized the time-sensitive nature of the request.

He stated that the budget currently includes $100,000 for court furniture and that, after negotiations under the state contract, the estimated cost is approximately $78,000. However, because the amount exceeds $50,000, Council approval is required.

Councilmember Jeffcoat requested advance notice for items like this and asked for confirmation of the cost. Councilmember Davis asked whether the $100,000 budget was sufficient for the Municipal Court furniture. City Manager Tanks responded.

Motion was made by Councilmember Brown and seconded by Councilmember Herndon to authorize the City manager to purchase Municipal Court furniture not to exceed $100,000. Mayor Pro Tem called for discussion. There was none. The motion passed 6-0.

City Manager Tanks requested Council's consideration of a public safety feasibility study to take place before **May 20th**. Following a formal RFP process, the **Center for Public Safety** was selected as the most responsive and cost-effective bidder. The procurement committee recommends approving the contract, not to exceed $115,000, to evaluate the impact on police and court services. He is asking the Council to authorize the Mayor Pro Tem to sign the contract to move forward with the feasibility study.

Councilmember Brown asked whether an RFQ or an RFP was conducted. City Manager Tanks clarified that the committee considered their qualifications, experience and price, which would be considered an RFP.

Councilmember Davis asked for clarity on the intended start date if approved. City Manager Tanks responded as soon as the contract was signed, and they received a notice to proceed. He provided a brief highlight of the game plan that the Center for Public Safety intends to carry out. He noted that the final study will yield a comprehensive document detailing the projected costs to establish and operate a police department over the next **20 years**.

Councilmember Herndon asked for further information on the reputation of the Center for Public Safety. City Manager Tanks indicated that they are a top recognized company in public safety and have been around for around 30 years.

Councilmember Ferguson asked what would be considered during the feasibility study. He has further questions about the procurement process and the policy. City Manager Tanks stated that he wished to respond and provide further clarity in Executive Session.

(Clerk's note: The motion was made after Executive Session.)

Motion was made by Councilmber Brown and seconded by Councilmember Herndon to authorize the purchase of furniture. The motion passed 6-0.

14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

No Comments.

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

No Comments.

16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

Councilmember McNeely spoke about the difficult decisions leaders must make in the City's best interest, taking into account both the City's current position and our future direction.

Councilmember Jeffcoat echoed Councilmember McNeely's remarks about leaders having to make difficult decisions. She also took a moment to honor her late grandmother. Lastly, she highlighted the upcoming National Day of Prayer and encouraged everyone to come together and pray as a City.

Councilmember Brown emphasized the importance of domestic violence awareness and shared resources for those in need, as well as information on other important mental health topics. She encouraged individuals not to suffer in silence or alone. She also gave a shout-out to Covered Bridge Montessori School, where she spent time celebrating Earth Day. In addition, she highlighted her upcoming District 4 Creative Dialogue event and encouraged interested residents to attend. Lastly, she acknowledged the passing of United States Representative, David Scott.

Councilmember Ferguson highlighted the unveiling of a bench at Mableton Towne Square Park in honor of the late Leann Tanks, wife of City Manager Tanks. He encouraged those who knew and loved her to visit the bench, spend time reflecting, and honor her life and memory. He also thanked Cobb County Parks for their efforts in dedicating the bench. In addition, he recognized the City's administrative professionals for their hard work and service. Lastly, he highlighted the upcoming Taste of Mableton on May 2 and encouraged residents to attend.

Councilmember Herndon acknowledged the four online viewers, including Michael Owens, who was unable to attend the meeting in person. She also reiterated that the Council is often faced with difficult decisions and recognized the lasting impact those decisions can have. Lastly, she thanked everyone who remained for the duration of the meeting that evening.

Mayor Pro Tem Davis announced that the Riverside PTA would be hosting a Multicultural Night at Riverside Elementary School. He also reiterated the challenges elected officials face in making difficult decisions and stated that they will continue striving to do what is best for the City as a whole. In addition, he emphasized that resources and support are available for those in need, particularly regarding domestic violence awareness. Lastly, he thanked everyone who attended the meeting.

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

Motion was made by Councilmember Jeffcoat and seconded by Councilmember Ferguson to enter into Executive Session at 11:05 pm for litigation, real estate, and personnel. The motion passed unanimously. Yeas:Davis, McNeely, Jeffcoat, Brown, Ferguson and Herndon.

Motion was made by Councilmember Ferguson and seconded by Councilmember Herndon to exit the Executive Session at 11:31 pm. The motion carried unanimously. Yeas:Davis, McNeely, Jeffcoat, Brown, Ferguson and Herndon.

Motion was made by Councilmember McNeely and seconded by Councilmember Ferguson to approve the Mayor to finalize and execute the contract with Center for Public Safety, Inc. The motion passed 6-0.

18. ADJOURNMENT

Motion was made by Councilmember Jeffcoat and seconded by Councilmember Herndon to adjourn the meeting. The motion passed 6-0. There being no further business, Mayor Pro Tem Davis adjourned the meeting at 11:33 pm.

Dr. Michael Owens, Mayor

Susan Hiott, City Clerk

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval of a Professional Services Agreement between the City of Mableton and MXI Environmental LLC to Conduct a Household Hazardous Waste (HHW) Collection Event - Sustainability, Waste and Beautification Director Emily Ryan

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. Household Hazardous Waste Collection_final (3)

PROFESSIONAL SERVICES AGREEMENT
HOUSEHOLD HAZARDOUS WASTE COLLECTION

This Agreement (referred to herein as "Agreement") is made by and between **MXI Environmental LLC**, a Delaware limited liability company (referred to herein as "Contractor") and the **City of Mableton**, a Georgia municipal incorporation (referred to herein as the "City") (both parties collective referred to herein as the "Parties").

WITNESSETH:

WHEREAS, Contractor possesses a high degree of professional skill and experience and is a unique provider of professional consulting services; and

WHEREAS, City desires to hire the Contractor to provide such professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the Parties hereto agree as follows:

1. **Services.** Contractor hereby agrees to provide to the City professional services in household hazardous waste collection, including the identification, handling, packaging, transportation, recycling, and disposal of household hazardous materials, as well as related environmental compliance and safety services ("Services") as set forth in the document titled "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by reference. Said Services shall include Contractor's completion, delivery, provision and furnishment of all deliverables mentioned in the Scope of Services.

2. **Compensation.**
   a. *Fee*. As consideration for the Services, the City shall pay Contractor for actual Services performed, as follows:
      i. The total compensation payable under this Agreement shall not exceed Thirty-Four Thousand Nine Hundred Thirty Dollars ($34,930.00) ("Not-to-Exceed Amount") unless modified by written amendment executed by both Parties.

      ii. Compensation shall be based on actual quantities of household hazardous waste collected, handled, transported, recycled, treated, and/or disposed of by the Contractor in accordance with this Agreement and Contractor's cost proposal form attached hereto as Exhibit H. Payment shall be made only for verified quantities, as supported by required documentation.

a. *Manner of Payment*. Contractor shall prepare and submit to the City an invoice upon Contractor's full and satisfactory completion of the Services. Such invoices shall be submitted together with such supporting documentation as may be required by the City. Compliant invoice shall be paid within thirty (30) days after the City's receipt.

3. Relationship of Parties.

a. *Independent Contractor*. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. *Non-Employee*. Contractors shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. *Payroll Taxes*. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and Workers' compensation coverage for any individuals assigned to perform the Services for the City.

4. Term. This Agreement shall become effective as of the date ("Effective Date") of its execution by both the City's Mayor and Contractor, and shall continue in effect until termination of the Agreement as set forth herein, or upon completion of the Services, whichever occurs sooner. Time is of the essence with respect to Contractor's obligation to expeditiously perform Services under this Agreement. As such, Contractor shall begin the performance of Services under this Agreement promptly upon the Effective Date of this Agreement and without unreasonable delay.

5. Termination. The City may terminate this Agreement, with or without cause, by giving Contractor written notice at least ten days (10) days prior to the effective date of termination. The City's Mayor and/or City Manager may also issue a temporary stop work order at any time during this Agreement, upon which Contractor shall stop all Work and Services, until advised otherwise by the City's Mayor and/or Manager, in writing. If this Agreement is terminated, Contractor shall be exclusively limited to receiving only prorated compensation for Services performed and appropriately documented up to and including the termination date. Additionally, pursuant to O.C.G.A. § 36-60-13, the Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under the Agreement. Such termination shall be without prejudice to any City's rights or remedies provide by law.

6. Return of Property. Upon the expiration or termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to the City all City property relating to the Services and any work product (as clarified below), patents or copyrights covered by this Agreement. Property and Work Product shall include, but not be limited to, all materials, tools, equipment, supplies, hardware, software, written, graphical, and recorded

material, and any copies, abstracts or summaries thereof. All property purchased by, for and/or on behalf of the City under this Agreement shall be the exclusive property of the City.

7. **Compliance with Applicable Laws.** Contractor warrants and guarantees that it will, at all times under this Agreement, observe and comply with all applicable federal, state and local ordinances, rules and regulations. Additionally, Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964 and 23 CFR 200, as may be amended. Contractor shall ensure that all property, equipment, materials, supplies and tools purchased under this Agreement are properly and safety maintained, locked and stored in accordance with the highest industry standards to prevent misuse and theft. In accordance with the law, no sales tax shall be charged to the City on any of the material and/or equipment incorporated or used in the performance of the Work. Further, Contractor acknowledges that this Agreement and all documents, data, and records related to Contractor's performance hereunder may be subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. Contractor shall cooperate with the City in responding to any Open Records requests and shall maintain records in a manner that facilitates such disclosure. Contractor further agrees to maintain a drug-free workplace in accordance with Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated. Contractor's drug-free workplace affidavit is incorporated herein and attached hereto as Exhibit D.

8. **Standard of Performance**.

   a. Contractor warrants and guarantees that it possesses the special skill, professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, Contractor's agents and/or employees and others engaged in the Work on behalf of the Contractor. Contractor agrees to perform the Services required by this Agreement in a diligent, efficient, competent and skillful manner commensurate with the highest standards of its industry. Contractor warrants and guarantees to the City that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality free from faults and defects and in strict conformance with this Agreement. All Work not conforming to the requirements of this Agreement shall be considered defective.

   b. The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all the amounts previously paid to the Contractor, to protect the City from loss because of:

      1. defective Services by the Contractor;
      2. failure by the Contractor to pay subcontractors or others in prompt and proper fashion;
      3. evidence that the balance of the Services cannot be completed in accordance with the Agreement for the unpaid fee balance of the Agreement;
      4. evidence that the Services will not be completed in the time required by the City for substantial or final completion;
      5. persistent failure to carry out the Services in accordance with the Agreement; or

6. damage by Contractor to the City or third party to whom the City is, or may be, liable.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated and set forth in this section, the Contractor shall promptly comply with such demand.

9. Conflicts of Interest. Contractor warrants and guarantees that:

a. The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other Services it is currently performing;

b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement;

c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement;

d. Contractor shall be free to accept other Services during the term hereof; provided, however, that such other Services shall not interfere with the provision of Services hereunder;

e. No official or employee of the City has any financial interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further warrants and guarantees that it has not offered or given any gratuity to any City official or employee in connection with this Agreement. Contractor's non-collusion affidavit is incorporated herein and attached hereto as Exhibit E; and

f. Contractor shall comply with all applicable provisions of the Georgia Government Transparency and Campaign Finance Act, O.C.G.A. § 21-5-1 et seq., and any applicable local ethics ordinances.

10. Insurance.

a. Contractor and its Subcontractors, at their sole cost and expense, shall procure and maintain insurance from companies authorized to do business in Georgia and assigned an A.M. Best's rating of no less than A-, with the coverages set forth below. Contractor and its Subcontractors shall name the City as additional insured on any applicable general liability insurance policy and automobile liability insurance policy carried by Contractor and its subcontractors. Coverage shall be as follows:

   i. Commercial general liability, with combined single limits of not less than $1,500,000 per occurrence and $3,000,000 in the aggregate;

   ii. Commercial automobile liability with limits of not less than $1,500,000 per occurrence;

   iii. Worker's Compensation Insurance with statutory limits, as required by the state in which the Services is to be performed.

   iv. Employer's Liability Insurance of not less than $1,500,000 policy limit;

   v. Professional Liability Insurance (including environmental liability coverage) of not less than $1,500,000 per claim and $1,500,000 in the aggregate; and

   vi. Builder's Risk Insurance of not less than $1,500,000 per claim and $1,500,000 in the aggregate.

b. Prior to commencing Services under this Agreement, Contractor shall provide City with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates shall reference the City and Jobsite on the certificates. Certificates of Insurance for commercial general liability automobile liability, Workers' compensation, employer's liability, and professional liability insurance shall specify that the insurer shall give the Contractor an unqualified (30) day's

advance written notice prior of any cancellation the policy (except in the event of non-payment of premium, in which case ten (10) days' notice shall be given).

c. All coverages required hereunder shall be kept in full force and effect for the term of this Agreement. Certificates of Insurance shall be provided within thirty (30) days of the execution of this agreement, and shall be provided within ten (10) days of the expiration of any policy, evidencing renewal of the required coverages at any time during the period such policy is required to be maintained by Contractor hereunder.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and the City's officials, officers, employees, agents, and representatives from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or willful acts or omissions of the Contractor, a subcontractor utilized by Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

12. Assignment. Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of the City. Any attempted assignment by Contractor without the prior express written approval of the City may, at the City' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

13. Notices. All notices or other communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given when emailed and delivered personally in hand, or when emailed and mailed by certified U.S. mail, to the following:

If to the City:

City of Mableton
c/o William Bill Tanks, City Manager
1400 Veterans Memorial Hwy SE, Suite 134-200
Mableton, Georgia 30126

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

If to Contractor:

Peggy Snead
26319 Old Trail Road
Abingdon, VA 24210

With email copy to:
peggys@mxiinc.com

Either party may at any time change the address and/or email where their respective future notices should be directed by providing written notice of such the change as set forth in this paragraph.

14. **Copyright, Trademark and Patient Indemnification**. Contractor warrants and guarantees it has the rights to use and license all products, software and services offered and/or provided by Contractor under this Agreement. Contractor agrees to defend and save harmless the City against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of and/or in connection with a claim that products, software and services offered and/or provided by Contractor under this Agreement violated a third party's trademark, copyright and/or patent. Indemnification under this Agreement shall survive the termination, cancellation or expiration of this Agreement.

15. **Force Majeure.** Neither of the Parties shall be liable to the other nor deemed in default under the Agreement if and to the extent that such Party's performance under the Agreement is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Force Majeure shall not include (i) late performance by a Subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with the terms and conditions set forth herein and (ii) the Contractor's failure to comply with the terms and conditions of this Agreement.

16. **Georgia Security and Immigration Compliance Act.** Contractor shall comply with the requirements of the Official Code of Georgia ("O.C.G.A.") § 13-10-91 and Ga. Comp. R. & Regs 300-10-1-.02 and compliance therewith is a condition of this Agreement. Contractor certifies that it is registered with, uses and complies with the federal E-Verify program ("E-Verify"), an internet-based system that allows businesses to determine the eligibility of their employees to work in the United States, as required by O.C.G.A. § 13-10-91, and will continue to use E-Verify throughout the term of this Agreement. Contractor further certifies that it will only employ or contract with subcontractors who are in compliance with E-Verify requirements. Contractor further agrees to maintain a drug-free workplace in accordance with Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated. Contractor's Georgia Security and Immigration Compliance Act Affidavit is incorporated herein and attached hereto as Exhibit B. Contractor shall cause for any subcontractor utilized by Contractor to execute a Georgia Security and Immigration Compliance Act Affidavit, prior to such subcontractor performing work under this Agreement. Contractor shall provide the City with a copy of a Georgia Security and Immigration Compliance Act Affidavit(s) completed by any subcontractor(s) performing work for Contractor under this Agreement, which affidavit(s), if any, shall be incorporated herein and attached hereto as Exhibit B.

17. **Governing Law and Consent to Jurisdiction.** This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. Venue for the purpose of any disputes arising from this Agreement shall be with the courts of Cobb County, Georgia.

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

19. **Disputes.** No civil action with respect to any dispute, claim or controversy arising out of or

relating to this Agreement may be commenced without first giving thirty (30) calendar day's written notice to the City of the claim and the intent to initiate a civil action.

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

21. **Entire Agreement**. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

22. **Heading**. This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

23. **Interpretation of Exhibits and Exclusion of External References**. The main body of this Agreement ("Main Body of this Agreement"), consisting of these numbered paragraphs through the signature block immediately following, shall govern the relationship between the City and the Contractor. The Agreement shall additionally consist of the incorporated exhibits attached hereto, any written City Manager or Mayor executed and approved Change Orders issued hereafter, and any other City approved amendments hereto executed by the Parties hereafter, together with the following documents associated with the City's bid/proposal associated with the Services (if any): advertisement for competitive sealed proposals; instructions to offerors; proposal form; bid bond; payment bond; performance bond; notice of award; notice to proceed; Change Order; Certificate of Substantial Completion. In the event of conflicts or inconsistencies between the Main Body of this Agreement and incorporated exhibits and/or attachments, the provisions of the Main Body of this Agreement shall supersede and control. Website links, if any, inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction and/or interpretation of this Agreement.

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

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement, by and through the signature of their duly authorized representatives appearing below:

Signatures,

BY CITY OF MABLETON:

_____

Dr. Michael Owens, Mayor

This _____ day of _____ , 2026.

ATTEST:

_____

Susan D. Hiott, City Clerk

APPROVAL AS TO FORM:

_____

Emilia Walker-Ashby, City Attorney

BY MIX ENVIRONMENTAL, LLC:

_____

Brian Potter, Managing Member

This _____ day of _____, 2026.

EXHIBIT A

SCOPE OF SERVICES

Contractor shall manage all HHW delivered to the site by the general public. This includes providing an appropriate number of qualified chemists, technicians, and appropriate staff to lawfully receive, identify, sort, package, label, load, and transport waste received, as well as enough general labor to expedite receiving materials during the event. Other events suggest that a staff capable of unloading two (2) vehicles at a time (at a minimum) is needed, as participants should remain in their vehicles. Responsibilities shall include, without limitation, the unloading of HHW from the general public's vehicles, identifying the materials delivered, inventorying each item, packaging the material for safe transportation and storage, manifesting the HHW, and loading the material onto Contractor's vehicles for ultimate processing through recycling, reuse, treatment, and/ or disposal at a RCRA approved disposal facility.

Contractor shall be the "generator" of the HHW from the standpoint of the United States Environmental Protection Agency (EPA) and the Georgia Department of Natural Resources Environmental Protection Division (GA-EPD). Contractor shall comply with all municipal, state, and federal regulations and laws, ordinances, rules, and regulations. Contractor shall obtain, at his own expense, all permits and licenses required by federal, state, or local law or ordinance, rule, or regulation, and maintain the same in full force and effect. Waste acceptance, ownership, and responsibility for necessary handling, packing, lawful transportation, storage, recycling, beneficial reuse, treatment, and/or disposal of wastes received at the collection site shall pass to Contractor from the party delivering the acceptable waste at the time that party delivers to the collection event.

A. Contractor must offer for each material accepted (when applicable):
    - First-Recycle
    - Second- Fuel blend or reuse
    - Third- Treatment
    - Fourth- RCRA incineration
    - Last Option- Land disposal

B. Contractor shall be responsible for all site operations from the point where the general public vehicles containing the HHW move to the unloading area until the general public vehicles leave the unloading area. Upon arrival at the collection point, Contractor’s personnel, upon permission, shall open the doors of the vehicle and remove the HHW.

C. Contractor shall have sufficient personnel to promptly handle at least two (2) vehicles at one time, leaving any non-acceptable materials in each vehicle and taking the acceptable materials to an area established for positive identification.

D. The Contractor will monitor the intake of materials and estimate the volume and costs during the event to ensure compliance with the budget.

E. At the end of the collection event, Contractor shall provide to the City of Mableton an estimated total weight for all HHW collected from residents/households.

F. Contractor shall load all collected material into trucks, clean up and stow all equipment at the end of the collection event. Contractor should ensure that nothing is left behind from

the collection effort and shall ensure that the site is in as good or better condition in all respects than it was prior to set-up and preparation for the collection event.

G. Contractor shall provide all equipment, staff, and materials necessary for the efficient collection and handling of all acceptable wastes received and shall at all times operate the collection site and its facilities in accordance with Applicable Law.

H. Contractor shall be responsible for lawful transportation, recycling, beneficial reuse, fuel blend, treatment, storage and/or disposal of all wastes received at the collection site and must follow all local, district, state, and federal regulations regarding all disposal methods.

I. Contractor shall provide written documentation (i.e., recycling certificate or other tracking documentation) of the ultimate reuse, recycling, treatment, and/or permitted approved facilities, for HHW collected at the collection event. Contractor shall also verify that all hazardous substances collected are disposed in a manner that constitutes strict adherence with EPA regulations.

J. Waste Tracking and Documentation

Contractor shall provide:

- Hazardous waste manifests
- Recycling certificates
- Disposal facility documentation
- Final event summary report
- All documentation must demonstrate compliance with EPA and GA-EPD requirements.

K. The City Responsibilities:

- Traffic control barriers
- Volunteer staff for residency verification
- Event advertising and registration
- Site location and scheduling
- Traffic direction signage

End of Exhibit A

EXHIBIT B

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Mableton, Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Contract with the City of Mableton, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Ga. Comp. R. & Regs 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Mableton, Georgia, at the time the subcontractor(s) is retained to perform such service.

_____
EEV / Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer or Agent Date
(Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20_

_____

Notary Public

My Commission Expires:

_____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____, on behalf of the City of Mableton, Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

_____
EEV / Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer or Agent Date
(Subcontractor Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20___

_____

Notary Public

My Commission Expires:

_____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

End of Exhibit B

EXHIBIT C

DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and

(2) Each Service Provider who hires a Sub-contractor to work in a drug-free workplace shall secure from the Sub-contractor the following written certification:

"As part of the subcontracting agreement with (Service Provider_____

_____(Sub-consultant) certifies to the Service Provider that a drug-free workplace will be provided for the Sub-contractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

_____
Company Name

_____ _____
BY: Authorized Officer or Agent Date
(Service Provider Signature)

_____
Title of Authorized Officer or Agent of Service Provider

_____
Printed Name of Authorized Officer or Agent

End of Exhibit C

EXHIBIT D

NON-COLLUSION AFFIDAVIT

The undersigned bidder and/or agent ("Affiant"), being duly sworn on oath, states that Affiant has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Affiant, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

Affiant further states that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this_____ day of_____ , 20_____.

_____ _____
(Name of Organization) Affiant Name (Printed)

_____
(Affiant's Signature) (Bid Number)

ACKNOWLEDGEMENT
STATE OF_____)
COUNTY OF_____)

Before me, a Notary Public, personally appeared the above named Affiant and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this day of_____ , 20_____.

_____ _____
(Notary Public Signature) (Notary Commission Expires)

End of Exhibit D

EXHIBIT E

APPENDIX II 2CFR PART 200

early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called ''general'') terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

3. Reporting—Required. This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require.

G. FEDERAL AWARDING AGENCY CONTACT(S)—REQUIRED

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal awarding agency should consider approaches such as giving:

i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and/or email, as well as regular mail).

ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.

iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

H. OTHER INFORMATION—OPTIONAL

This section may include any additional information that will assist a potential applicant. For example, the section might:

i. Indicate whether this is a new program or a one-time initiative.

ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.

iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.

iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.

v. Include certain routine notices to applicants (e.g., that the Federal government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal government to the expenditure of funds).

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of ''funding agreement'' under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are ''unallowable'' to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

End of Exhibit E

EXHIBIT H:

COST PROPOSAL FORM

Item	Waste Description	Primary Method of Disposal	Estimated Qty in Pounds	Price/ Pound	Total Price
1	Base: Oil-based paint, stains, thinners and paint strippers, solvents and varnishes, wood preservatives	Fuel Blend	3,000 – 6,000	0.50	3000
1a	Aerosol/spray paint	Fuel Blend	400 - 800	1.10	880
2	Latex & Water-based Paint	Recycle	11,000 – 20,000	0.30	6000
3	Mercury: Mercury salts and elemental mercury thermometers, thermostats, and other mercury-containing items	Recycle/ Retort	20-50	55.00	2750
3a	Fluorescent bulbs and ballasts	Recycle	150 – 300	1.00	300
4	Lawn care products: Poisons, insecticides, weed killer, and pesticides, Aerosol/spray pesticides	Incineration	1,500 – 3,000	1.20	3600
5	Automotive Products: Engine Degreaser, Brake Fluid, Transmission Fluid, etc.	Recycle	2,000 – 4,000	0.35	1400
6	Cleaners, Corrosives, Spot Removers, Acids, and Bases	Neutralization	600 - 1,200	1.00	1200
6a	Oxidizers	Incineration	50-100	3.50	350
7	Flammables: Lighter Fluid and Waste Fuels (As Kerosene, Gasoline, Diesel, etc.) Flammable solids	Fuel Blend	1,000 – 2,000	0.50	1000
8	Batteries: Household and Rechargeable	Recycle	300 – 600	1.00	600
9	Propane (Camp Size)	Recycle	150 – 300	2.50	750
10	Fire Extinguishers	Recycle	50 – 100	1.00	100

11	Mobilization charges, including all labor, equipment, supplies, insurance, and/or additional charges.		1	15,000	13,000
	Total Price				34,930

Attach appropriate supporting documentation
**Primary method of disposal (i.e., recycle, reuse/fuel blend, incineration, landfill
***Collection, handling, transportation, and disposal. Actual price will be actual quantities times "Price per pound."

Date: 04/06/26

MXI Environmental Services LLC
Company

Brian Potter, Managing Member
Name and Title of Person authorized to sign

Signature

End of Exhibit H

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Second Read - An Ordinance Amending Article 5, Finance, of Chapter 2, Administration, of the City of Mableton Code of Ordinances and for Other Lawful Purposes - Finance Director Karen Ellis

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. ASM - Finance Policy Amendments
2. ORD 2026-04-XX Chapter 2 Administration and Finance Policies Amendments (agenda copy)

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Karen Ellis, Finance Director
DATE: Submitted on April 15, 2026 for the April 22, 2026, Regular City Council Meeting

AGENDA ITEM: Approval of an Ordinance to Amend the Financial Management Policy.

SUMMARY:

On April 10, 2024, the City of Mableton adopted Ordinance 2024-04-01 to implement a Financial Management Policy to serve as a foundation for long- and short-term range planning,
facilitate decision making and provide direction to the city council and operational staff for handling the city's day-to-day financial business.

The following outlines two changes being recommended to update this policy.

1. ***Section 2.5.2 Fiscal year and budget calendar***: This section calls for an annual budget to be proposed "at least two months prior to the start of the city's fiscal year" which conflicts with the Charter. This has been updated to reflect the wording in the Charter.
2. ***Section 2.5.4 Budget ordinances:*** In (g) of this section, policy provides for a general fund unassigned fund balance of at least 2 ½ months of prior fiscal year actual or budgetary expenditures. This has been amended to reflect 3 months, or 25 percent, as a minimum targeted level.
3. ***Section 2.5.5 Municipal fund balance:*** In (b) of this section, policy states "The budget ordinance or resolution shall be adopted at a public meeting which shall be advertised in accordance with the procedures set forth in Chapter 81 of Title 36 of the Official Code of Georgia Annotated". This conflicts with the Charter and has been amended to reflect budget adoption through ordinance only.
4. ***Section 2.5.12 Operational guidelines***: Throughout this section, the initial recommended fund balance is referenced. This has been updated to align with the adjustment made in Section 2.5.15.

FUNDING AND FINANCIAL IMPACT:

None.

RECOMMENDATION:
Staff recommends approval of the amended Financial Management Policy.

REVIEW & APPROVALS:

Financial Review: Karen Ellis, Finance Director – April 15, 2026
Legal Review: Emilia Walker-Ashby, City Attorney – April 15, 2026
Concurrent Review: William Tanks, City Manager – April 15, 2026

ATTACHMENT(S):

Ordinance Amending the Financial Management Policy

STATE OF GEORGIA **ORD 2026-04-**
COBB COUNTY
CITY OF MABLETON

AN ORDINANCE AMENDING ARTICLE 5, FINANCE, OF CHAPTER 2, ADMINISTRATION, OF THE CITY CODE OF ORDINANCES AND FOR OTHER LAWFUL PURPOSES

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

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

WHEREAS, the City Council is authorized by the city Charter Sec. 1.13 and O.C.G.A. § 36-35-3 to adopt ordinances relating to its operations, affairs and local government;

WHEREAS, the City Council desires through this Ordinance to update certain sections within Chapter 2, Administration, Article 5, Finance, of the City Code of Ordinances; and

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

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

Section 1. Section 2.5.2 of Chapter 2, Administration, Article 5, Finance, of the City Code of Ordinances is hereby amended to read as follows:

Sec. 2.5.2 Fiscal year and budget calendar.

The fiscal year for the city shall commence on July 1 and end on June 30 of each following year. The city manager shall submit to the city council ~~at least two months prior to the start of the city's~~on or before a date fixed by the city council but not later than 30 days prior to the beginning of each fiscal year a budget message and a budget report, accompanied by a draft of the recommended appropriations ordinance, in a form and manner as may be prescribed by ordinance, which shall provide for the appropriation of the funds necessary to operate all the various departments, and to meet the current expenses of the city for the next fiscal year.

Section 2. Section 2.5.4 of Chapter 2, Administration, Article 5, Finance, of the City Code of Ordinances is hereby amended to read as follows:

Sec. 2.5.4 Budget Ordinances

(a) Each municipal appropriations ordinance, now in force or hereafter adopted with all amendments as are adopted from time to time, shall continue in force and effect for the next fiscal year after adoption and it shall then expire except for any mandatory appropriations required to meet contractual obligations or the continued appropriation and authorization of state or federal grants.

(b) The budget ordinance shall make appropriations in such sums as the city council may deem sufficient, whether those sums are the same as those presented in the city manager's proposed budget. The budget ordinance ~~or resolution~~ shall be adopted at a public meeting which shall be advertised in accordance with the procedures set forth in Chapter 81 of Title 36 of the Official Code of Georgia Annotated.

(c) The city council may adopt supplementary appropriations as set forth in this ordinance.

(1) In addition to the appropriations made by the municipal appropriations ordinance and amendments thereto, the city council may make additional appropriations by an affirmative vote in favor of an ordinance making such a change. Such ordinance shall be known as supplementary appropriations ordinances, provided no supplementary appropriation shall be made unless there is an unappropriated surplus in the city treasury or the revenue necessary to pay the appropriation has been collected into the general fund of the city treasury as provided by law.

(2) In no event shall a supplementary appropriations ordinance continue in force and effect beyond the expiration of the municipal appropriations ordinance in effect when the supplementary appropriations ordinance was adopted and approved.

Section 3. Section 2.5.5 of Chapter 2, Administration, Article 5, Finance, of the City Code of Ordinances is hereby amended to read as follows:

Sec. 2.5.5 Municipal fund balance.

(a) The city shall maintain a prudent level of financial resources to protect against financial disruptions of the city and to provide services in the case of temporary revenue shortfalls, unpredicted one-time expenditures, natural disasters, or emergencies and to maintain sufficient working capital and cash flow to always meet current financial needs.

(b) The City's definition of fund balance for its governmental fund types will conform to generally accepted accounting principles (GAAP) as applicable to governments, including all relevant Government Accounting Standards Board (GASB). For the purposes of this Ordinance, and in accordance with GASB 54, the following terms shall be defined as follows:

(1) *Assigned* - financial resources whose use is restricted by management based on the intended use of those resources per the city council of the City.

(2) *Committed* - financial resources whose use is restricted by action of the city council which will remain binding unless removed in the same matter creating the restriction.

(3) *No spendable* - financial resources that will never convert to cash, that will not convert to cash soon enough to affect the current period, or that must be maintained intact pursuant to legal or contractual requirements.

(4) *Restricted* - financial resources that are subject to externally enforceable legal

restrictions such as debt covenants, federal or state grant requirements, private donors/contributors, or other governmental entities.

(5) *Unassigned* - any residual net resources available after consideration of designation of no spendable, restricted, committed or assigned fund balance.

(c) The city's general fund may maintain all components of fund balance.

(d) The lowest level of fund balance classification for the city's special revenue funds will be committed fund balance. The committed fund balance will be used first when paying expenses, unless the expense is for purchases which were listed as being used from restricted fund balance classification.

(e) The lowest level of fund balance classification for the city's capital project funds will be assigned fund balance for the funding of specific projects. An assigned fund balance will be spent first unless the expenditure(s) is tied to a restricted fund balance amount. Once a project is completed, any fund balance remaining will be transferred back to the fund(s) which was the original funding source.

(f) Debt service funds will only classify fund balances as not spendable or restricted. When debt expenses are paid, the city will use restricted fund balance first. All debt services funds will maintain a fund balance at a level to retire the debt. Once all debt is retired, or the fund balance is sufficient to retire all remaining debt, any remaining fund balance will be transferred to other city funds or projects as directed by the city council.

(g) During the transition period, the city will maintain a balanced budget, and thereafter, it shall maintain as an ending unassigned fund balance for its general fund of at least ~~two and one-half~~three (~~2½~~3) months of its prior fiscal year's actual amounts budgetary basis operating expenditures of its general fund, as reflected in the city's most recent annual audit report's statement of "Budgetary Comparison Schedule - General Fund." If governmental accounting standards change, which eliminates the inclusion of the "Budgetary Comparison Schedule - General Fund", a statement of similar nature should be used in its place.

(1) If the general fund's unassigned fund balance falls below the minimum targeted level as defined in this policy, the city council shall approve and adopt a plan to restore the general fund's unassigned fund balance to its target level within a twenty-four (24) month period. If, due to severe financial hardship of the City, the general fund's unassigned fund balance cannot be restored within this period, the city council shall establish a different period.

(2) Any general fund's unassigned fund balances which exceed the minimum level established by this policy may be appropriated by the city council for non-recurring capital projects, equipment, or other operating uses.

(3) The city council shall avoid the appropriation of general fund unassigned fund balance for recurring operating or capital expenditures unless there is some extraordinary, non-recurring event which would require the appropriation to meet the needs of the citizenry or an emergency.

(h) The city shall classify its enterprise funds' net assets as Restricted, Unrestricted or Invested in Capital Assets. The city's Unrestricted Net Assets of all its enterprise funds should be sufficient to cover operating expenses and infrastructure replacements. Unrestricted Net Assets will be spent first unless the expense was for a restricted asset.

Section 4. Section 2.5.12 of Chapter 2, Administration, Article 5, Finance, of the City Code of Ordinances is hereby amended to read as follows:

Sec. 2.5.12 Operational Guidelines.

The following guidelines address the classification and use of fund balance in governmental funds:

(1) *Classifying fund balance amounts.* Fund balance classifications depict the nature of the net resources that are reported in a governmental fund. An individual governmental fund may include non-spendable resources and amounts that are restricted, committed, or assigned, or any combination of those classifications. The general fund may also include an unassigned amount.

(2) *Encumbrance reporting.* Encumbering amounts for specific purposes for which resources have already been restricted, committed, or assigned should not result in separate displays of encumbered amounts. Encumbered amounts for specific purposes for which amounts have not been previously restricted, committed or assigned, will be classified as committed or assigned, as appropriate, based on the definitions and criteria set forth in GASB Statement No. 54.

(3) *Prioritization of fund balance use.* When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the city to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it shall be the policy of the city that the committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts.

(4) *Minimum unassigned fund balance.* Except during the transition period, the city will maintain a minimum unassigned fund balance in its general fund of 25 percent of the subsequent year's budgeted expenditures. This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment.

(5) *Replenishing deficiencies.* When the fund balance falls below the minimum of ~~12~~ 25 percent, the city will replenish shortages/deficiencies using the budget strategies and timeframes described below:

(a) The city will reduce recurring expenditures to eliminate any structural deficit; or

(b) The city will increase revenues or pursue other fund sources; or

(c) A combination of the two options above.

(d) Minimum fund balance deficiencies shall be replenished within the following time

periods:

(i) A deficiency resulting in a minimum fund balance between ~~12~~ 25 percent and ~~10~~ 20 percent of the subsequent year's budgeted expenditures shall be replenished over a period not to exceed one year.

(ii) A deficiency resulting in a minimum fund balance between ~~10~~ 20 percent and ~~six~~ 10 percent of the subsequent year's budgeted expenditures shall be replenished over a period not to exceed three years.

(6) *Surplus fund balance*. Fund balance will be considered a surplus if over 25 percent of the subsequent year's budgeted expenditures. Should unassigned fund balance of the general fund ever exceed 25 percent, the city will consider such fund balance surpluses for one-time expenditures that are nonrecurring in nature.

****

Section 5. 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 or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence 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 6. 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 7. The effective date of this Ordinance shall be its date of adoption 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 _____, 2026.

ATTEST: CITY OF MABLETON, GEORGIA:

_____ _____

Susan D. Hiott, City Clerk Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

_____

Emilia Walker-Ashby, City Attorney

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Second Read - An Ordinance Approving the City of Mableton Procurement Policy and for Other Lawful Purposes - Finance Director Karen Ellis

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. ORD 2026-04-XX Approval of Procurement Policy Rev. 4.15.26 (agenda copy)
2. ASM - Procurement Policy
3. Mableton_Purchasing_Policy_2026

STATE OF GEORGIA **ORD 2026-04-XX**
COBB COUNTY
CITY OF MABLETON

AN ORDINANCE ADOPTING THE CITY OF MABLETON PROCUREMENT POLICY AND FOR OTHER LAWFUL PURPOSES

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

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

WHEREAS, the City Council is authorized by the City Charter Sec. 1.13, O.C.G.A. § 36-35-3 and other applicable laws, to adopt ordinances relating to its operations, affairs and local government;

WHEREAS, the City Council desires through Sec. 6.32 by this Ordinance to formally prescribe and adopt detailed procedures for centralized purchasing for the City; and

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

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

Section 1. Adoption. The document attached hereto, titled "City of Mableton Procurement Policy", is hereby adopted and incorporated herein.

****

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 or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
(d) In the event any portion of this Ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this Ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the Ordinance.

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

Section 4. The effective date of this Ordinance shall be its date of adoption 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 _____, 2026.

ATTEST: CITY OF MABLETON, GEORGIA:

_____ _____

Susan D. Hiott, City Clerk Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

_____

Emilia Walker-Ashby, City Attorney

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Karen Ellis, Finance Director
DATE: Submitted on April 15, 2026, for the April 22, 2026, Regular City Council Meeting

AGENDA ITEM: Approval of an Ordinance to Approve a Procurement Policy, First Read.

SUMMARY:

Per Section 6.32 of the City's Charter, the proposed Procurement Policy prescribes the procedures for a centralized purchasing system as part of the Finance Department's role to provide a Financial Management Program.

FUNDING AND FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends approval of the attached Procurement Policy. This unified policy will enhance compliance, reduce audit risk, and create procedural consistency across City departments.

REVIEW & APPROVALS:

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

ATTACHMENT(S):

Procurement Policy

City of Mableton Procurement Policy

FINANCIAL MANAGEMENT PROGRAM

Developed under the Authority of the City Council by the Finance Department, and approved by ordinance on _____ _____

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I. INTRODUCTION

A. Purpose and Objectives

The purpose of this policy is to formally establish the City's position concerning purchasing authority and responsibilities. It is intended to clarify the roles, responsibilities, and procedural requirements associated with the City's procurement functions. This document will define the scope of departmental participation in the procurement process, delineate purchasing procedures, and outline the control measures necessary to ensure compliance, transparency, and accountability. Additionally, it will provide guidance on proper recordkeeping practices and requires written confirmation of all purchases to maintain documentation integrity.

This policy is intended to support and clarify the provisions set forth in the City's Ordinance. It is not intended to conflict with or supersede any part of the ordinance, but rather to provide operational direction in alignment with its intent. This policy reflects the City's commitment to distinguishing between the identification of need, which rests with the user department, and the procurement authority, which resides with the designated centralized purchasing function under the direction of the City Manager or their designee. All purchases must follow established procedures, including written confirmation and accurate recordkeeping to ensure regulatory and audit compliance.

It is the policy of the City of Mableton to:

- Stimulate open and competitive procurement among qualified vendors and contractors.
- Conduct all purchasing activities in a fair, transparent, and impartial manner.
- Secure competitive quotes and bids in accordance with City Ordinances and Georgia State Law.
- Ensure that purchasing decisions are based on appropriate quality, conformance to specifications, and best overall value to the City.
- Uphold the highest standards of ethical conduct, public accountability, and stewardship of taxpayer funds.

All City employees involved in the procurement process shall perform their duties in accordance with this policy and the procedures contained in this Manual, thereby supporting the City's operational, fiscal, and legal obligations. This Policy supersedes any and all prior purchasing manuals, policies, or procedures. Any purchasing matter not specifically addressed herein shall be resolved by the City Manager or designee, with appropriate reference to the Code of Ordinances, and legal counsel from the City Attorney.

B. Ethical Standards in Procurement

To maintain public trust, each person involved in the procurement process must adhere to the highest standard of ethics and avoid any appearance that their actions are motivated by private or personal interest. Actions such as the acceptance of gratuities or kickback are expressly prohibited. Unethical actions by employees or vendors will not be tolerated. As a guideline for the City's procurement activities, the National Institute of Governmental Purchasing (NIGP) Code of Ethics and NIGP's Guidelines to the Code of Ethics are included in the Appendix.

The following ethical principles shall govern the conduct of all City employees engaged in the procurement process.

- Consider the best interest of the City in all procurement transactions.
- Purchase without prejudice, seeking to obtain the best value for each tax dollar expenditure in accordance with the required quality standards.
- Subscribe to and demonstrate honesty and truth in purchasing and avoid all forms of conflicts of interest, as well as the appearance of such conflicts of interest.
- Avoid all unethical practices and the appearance of any unethical practices, including the improper or unlawful attempt to influence the outcome of the procurement process.

City employees found in violation of one or more of the ethical standards set forth in this Policy will face disciplinary action pursuant to established policy/procedures.

C. Definitions

- **Account Number:** The tracking number for specific goods and services assigned by the Finance Department and used in the financial software to track charges made on a Purchase Order and/or contract against the budgeted amount and tied to the General Ledger.
- **Best and Final Offer (BAFO)**: After initial proposals are reviewed, shortlisted vendors may be invited to submit a BAFO, meaning they refine pricing, terms, or scope. This is common in negotiated procurements and government contracting.
- **Bid Requisition Form:** Prior to a Bid going out to the public, a Requisition is required for budgeted items and must be completed by the operating department, approved by the Department Head, CFO/Finance Director, City Manager, and then sent to the Purchasing Department which will assign a bid number and schedule the bid process.
- **Certificate of Insurance (COI):** Document issued by an insurance company validating that a company

or corporation is insured by their company, has the required coverage levels and names the City as Additional Insured.

- **Change Order:** A written alteration that is issued to modify or amend a contract or purchase order and requires approval. A request which directs the contractor to amend the contracted scope of work or specifications.
- **Contract:** A written agreement authorized by the Council, which shall be signed and authorized by the Mayor on behalf of the City of Mableton, as dictated by City ordinances sections 6.31, 6.32 and 8.18, with one or more parties for the performance of some specified thing. The term "Contract" shall be synonymous with "Agreement."
- **Contractor / Supplier /Vendor:** Any individual, company, corporation, partnership, sole proprietorship, or other legal entity that sells goods, materials, equipment, or supplies to the City of Mableton; a collective term for manufacturer, distributor, wholesaler, retailer, and contractor when referring to all as a group.
- **Cooperative Purchasing:** An action taken when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits.
- **Emergency Procurement:** This is the procurement of goods or services on an emergency basis outside the normal procurement procedure due to unforeseen events or circumstances that threaten the public health, welfare, and/or safety or potential loss of an essential service. The City Manager must approve all emergency purchases. If the amount exceeds $50,000, the City Council must ratify the purchase at their next regularly scheduled meeting.
- **Good Faith:** Acting to meet the intent of a contract, agreement, or purchase order even when not specifically described in the agreement.
- **Gratuity:** Gifts, payment, loans, advances, deposits of money or services, etc. promised by a supplier for preferential treatment or creating an expectation of preferential treatment. Gifts and gratuities shall not constitute items which are expressly excluded from being gifts or gratuities under O.C.G.A. § 45-10-3 and O.C.G.A. § 16-10-2.
- **Invitation for Bid (IFB):** A method of procurement used by City departments to solicit bids for the supply of goods and/or services. Awards made pursuant to an IFB are given to the most responsive and responsible bidder meeting all specifications and with the most reasonable costs.
- **Invitation to Bid (ITB):** A request by Purchasing which is sent to suppliers along with a description of the commodity or services needed and which requires supplier response with price and other information. Evaluation and recommendation for the award should be based on the ITB that best meets price, quality, delivery, service, past performance, and reliability of both the vendor and the product. These transactions may or may not be subject to the Sealed Bid process and further negotiations are usually unnecessary.

- **Notice of Award (NOA):** Written confirmation of an award by the City to a successful bidder, stating the amount of the award, the award date, and when the contract (if applicable) will be signed. It may also contain a notice to proceed. Award and bid tabulation information is also posted on the City's website.
- **Notice of Intent to Award (NOIA):** An Intent to award to a contractor pursuant to Mayor and Council approval and not a binding commitment. Any vendor who objects to this intent to award must file a formal protest in writing within ten (10) calendar days of this notice (by deadline date) in accordance with the protest procedure. If the tenth day falls on a weekend or holiday, the protest period extends to the next business day. No contract will be executed (and no services should begin) until the protest period elapses and any protest is resolved, and until final approval by the governing authority with the City of Mableton.
- **Piggyback (Piggyback Cooperatives):** A form of intergovernmental cooperative purchasing in which an entity will be extended the pricing and terms of a contract entered by another governmental entity.
- **Procurement:** The purchase, rental, lease, or other acquisition of supplies, services, or construction. It also includes such related activities as selecting and soliciting sources; preparing, awarding, and administering contracts; and ordering inventoried supplies.
- **Procurement Official**: The City's Finance Director is the principal purchasing official of the City. Where applicable, Procurement Official will also refer to his/her designee.
- **Professional Services:** Services that involve specialized education, knowledge, labor, judgment, and skill which are predominantly mental or intellectual (as opposed to physical or manual) in nature. Professional services typically require professional licensing such as architects, auditors, engineers, etc. The Procurement Official makes the final determination of services that are classified as professional services.
- **Protest:** A formal, written objection raised by a bidder, proposer, or other interested party concerning solicitation process.
- **Public Works Construction Contracts:** Pursuant to O.C.G.A. 36-91-2 Definitions - "Public works construction" means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by Chapter 4 of Title 32 of O.C.G.A. Such term does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.
- **Purchasing Agent:** The individual responsible for executing procurement transactions on behalf of the City, working within established procurement policies and guidelines, sourcing and acquiring goods, materials, and services.
- **Purchase Order:** A contract document including payment terms and conditions generated via the City's Financial System to document the transactions between the City and a Supplier. Purchase Orders will

also be used to control the payment to contractors for work performance under a formal contract.

- **Purchase Requisition:** The first step in the purchasing process of all goods and services regardless of price. Purchase Requisitions are created in the financial software, routed electronically to department heads for approval and then are converted to Purchase Orders by the Procurement Official or other finance department employees.
- **Request for Information (RFI):** A quasi-formal method for soliciting information from vendors who have knowledge or information about an industry, product, or service, not intended to result in a contract but designed to allow for the collection of industry information that may be used to determine if an RFQ or RFP method is appropriate.
- **Request for Proposal (RFP):** An RFP is a competitive method of procurement whereby vendors are asked to submit proposals for the supply of goods and/or services in a format which allows for the consideration of factors in addition to the price in the evaluation and award process. This method is used when it is determined by the City that the use of competitive sealed bidding is not practicable or advantageous.
- **Request for Qualifications (RFQ):** A formal request to obtain qualifications of vendors and offers of price and plans for managing a project. This process is used when the expertise of the bidders is relied on to develop a solution for the city and value-for-money will be the primary deciding factor in the bid award. These transactions are subject to the Sealed Bid process and allow for negotiations in certain areas (scope) of the proposal following the bid opening.
- **Responsible Vendor**: A vendor who has the capability in all respects to fulfill the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will ensure good faith performance.
- **Responsive Vendor:** A vendor who has submitted an ITB/RFP (or any derivation thereof) which conforms in all material respects with all requirements, specifications, terms, and conditions contained therein.
- **Sales to Employees:** To avoid any appearance of impropriety in the disposition program, it will be the City's policy to prohibit the direct sale of surplus property to any City employee, official, or agent. This policy does not prohibit any City employee, official or agent from extending an offer at a public auction or in the form of a sealed bid.
- **Scope of Project:** The work required by the original contract documents and any subsequent change orders required or appropriate to accomplish the intent of the project as described in the bid documents.
- **Scope of Work:** The work that is required by the contract documents.
- **Single Source:** A vendor demonstrating a unique knowledge, skill, and/or performance required to ensure successful consultation, implementation, installation, maintenance, etc. of a requested good/service as an integral component of existing City infrastructure, equipment, and/or operations.

- **Sole Source:** Only one vendor possesses the unique and singularly available capability to provide the goods/services.
- **Statewide Contract**: State approved vendors that have already been vetted a conditional approved price for the entire state.
- **User Department:** The department which has the authority and responsibility for determining the need for goods/services, their related specifications, delivery dates, etc. The user department is responsible for ensuring their procurement is consistent with, and in support of, their budget prior to committing funds.

D. Authority

The final authority for this document and all present and future standards/procedures for purchasing and expenditure of public funds shall reside with the Mayor and the City Council for the City of Mableton. The Mayor and City Council are empowered by the Charter and Code of Ordinances of the City of Mableton (sec. 6.32) to prescribe procedures for a system of centralized purchasing for the City and are empowered to amend these standards/procedures for the purchasing and expense of public funds, by ordinances, should they deem necessary.

E. Application of Federal and State Law

It is intended that this Policy shall conform to all applicable provisions of the laws of the United States and State of Georgia, and the provisions hereof shall be so construed wherever possible. In the event any portion of this Policy shall be declared invalid for its failure to conform to state or federal law, such invalidity shall not affect the remaining portions hereof. Notwithstanding any other provision of this Policy, the City may enter into any contract, follow any procedure, or take any action that is otherwise at variance with this Policy if necessary or convenient to receiving funds from the government of the United States, State of Georgia, or other governmental/public entities.

F. Equal Opportunity

The City of Mableton hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statues and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

G. Public Access to Procurement Information

Interested persons shall have access to information regarding City procurement transactions in

accordance with City policy and the Georgia Open Records Act, O.C.G.A. §50-18-70, et seq.

H. Unauthorized Purchases

No purchases of materials, supplies, equipment, or services shall be made in the name of the City or one of its departments, except such as required for official use by the City or one of its departments. Purchases in the name of the City or a department for personal use by an individual or for any purpose other than official use are prohibited, and no City funds will be expended or advanced, therefore.

II. STAFF RESPONSIBILITIES

Successful purchasing for the City of Mableton requires the active cooperation of all departments. A clear understanding of departmental duties and responsibilities is necessary if this cooperative effort is to be effective.

A. Authority and Duties of the Procurement Official

1. The Procurement Official shall have the authority and duty as provided throughout this Policy including, but not limited to, the following:

a. Administer procurement of goods/services in accordance with applicable law;

b. Establish operating procedures to guide procurement functions pursuant to applicable law;

c. Maintain purchasing data sources (e.g., bidder lists, supplier lists, sole source lists, etc.);

d. Monitor and create procurement activity reports as requested by the City (e.g., City Council Purchase Order report);

e. Maintain records which support the City's procurement actions/decisions (e.g., requisition justification, evaluation committee notes, etc.);

f. Execute requisitions, purchase orders, and change orders;

g. Require bonds, insurance, and other forms of protection (as applicable) for the City in the process of procuring goods/services; and

h. Terminate/reject procurements for goods/services, when, in the opinion of the Procurement Official, it is in the City's best interest to do so and allowable under law. This includes termination for breach of contract or anticipated breach of contract (including after contract execution).

2. The procedures established by the Procurement Official shall provide sufficient competition to ensure that the goods/services being procured represent the best value to the City. Such procedures and processes require advanced planning, as well as the preparation and maintenance of written records which adequately document quotations/bids/proposals obtained, properly account for the funds expended, and facilitate an audit of the purchases made.

B. Duties of the User Department

1. The User Department has responsibilities as provided throughout this Policy including, but not limited to, the following:

a. Need determination: The user department is responsible for determining the need for the goods/services and for providing appropriate documentation and justification, including initiating a purchase requisition (if applicable).

b. Funding determination: The user department is responsible for ensuring budget is available and that their procurement is consistent with, and in support of, their budget prior to committing funds. Specific account numbers and project numbers (if applicable) must be in all applicable procurement documentation (e.g., ITB/RFP requests).

c. Specification determination: The user department is responsible for determining the specifications/scope-of-work (e.g., quantity, quality, dimensions, duration, and all other necessary specifications) of the goods/services to be procured. Specifications should be determined by the user department. Use of targeted vendor specifications reduces the competitive procurement of goods/services and is not in the best interest of the City.

d. Procurement documentation: Depending on the dollar amount of the items to be purchased, the user department will gather phone, email, fax, or written quotations, or work with the Procurement Official to create an ITB/RFP (or any derivation thereof).

e. Approval process: The user department is tasked with obtaining appropriate approvals, based on the procurement threshold and in accordance with procedures established by the Procurement Official, up to and including the creation and presentation of an agenda item to the City Council if applicable.

III. COMPETITIVE PROCUREMENT

All acquisitions or purchases made by any City Department shall be based on competitive bidding whenever practical. Except in circumstances set forth by this policy or any other City policy, or pursuant to applicable law, or as determined to be in the best interest of the City by the Mayor and City Council, all contracts should result from a competitive process. Department Managers/Directors may select a vendor taking into consideration cost, quality, performance, delivery/pickup time, and convenience to the work site. Ordering departments have the responsibility to ensure that all purchases are fair and reasonably priced. Using a source that the ordering department knows will result in a considerably higher price than other available sources is prohibited.

Purchase Amount	Procurement Method(s)	Minimum Quotes	Approval Authority
$2,500 or less	Procurement Card, Invoice	0	Department Director
$2,500.01 - $20,000	Purchase Order	3	Department Director, Procurement Official
$20,000.01 - $50,000	Purchase Order	3	Department Director, Procurement Official, Mayor or City Manager

A. Informal Procurement up to $2,500

All Department Managers/Directors or their designees (purchasing agents) who require purchases up to $2,500 may solicit quotes from appropriate suppliers of the items needed. The following guidelines should be considered before making a commitment:

1. There is no requirement to obtain more than one (1) quote; however, an attempt to obtain prices from other competent suppliers is encouraged. Quotes for small purchases may be written, emailed, or faxed. Backup should be submitted to the Finance Department once all applicable processing parameters have been fulfilled.
2. The Procurement Official is tasked with establishing procurement card single/max transaction limits and creating procedures for the processing of procurement card transactions, requisitions, purchase orders, change orders, and payment requests.
3. The Procurement Official can authorize the use of Procurement Cards for targeted purchases in excess of $2,500 upon written justification that: (1) no other feasible payment options exist (e.g. vendor will not accept a purchase order; vendor will not invoice; etc.); (2) delays associated with other payment methods (e.g. purchase order process) would have a detrimental effect; and/or (3) the City can realize savings

through early payment discounts, rebates, etc.

4. The department director shall ensure that sufficient funds exist in the budget to acquire goods and/or service prior to committing to a Purchase.

B. Informal Procurement above $2,500

Purchases from $2,500.01 - $50,000 – All Department Manager/Directors or their designees (purchasing agents) who require purchases between $2,500.01 and $50,000 shall solicit validated quotes from at least three (3) qualified vendors/contractors. The department director/manager will document the quotes for review. Purchases above $20,000 require approval from the Mayor or City Manager. At the Mayor or City Manager's discretion, this amount may be lowered (but not increased) without Council's approval either citywide or for specific staff based on experience and performance.

1. The user department may collect written, emailed, or faxed price quotes. Quotes should include (at a minimum) the following: the name, address, and contact information of the business submitting the quote, the date and amount of each quotation, quantity and a description of the goods/services being procured. Additionally, quotes that do not expressly provide an expiration date are assumed to expire in 45 days from the date of issuance.

2. Goods/Services (excluding professional services): The user department will recommend the responsive and responsible vendor that can provide the procurement for the lowest quoted cost while meeting all aspects of the required specifications. When applicable, the quotes should be structured to include best value principles (e.g., include support/maintenance to determine the total cost of ownership as opposed to simply acquisition costs).

3. Professional Services: The user department will recommend the responsive and responsible vendor that can provide the procurement for the best value while meeting all aspects of the required specifications. The user department is tasked with determining the evaluation criteria (e.g., work history, references, professional staff, etc.), of which cost is one component, in advance of soliciting the quotes/proposals.

4. Backup should be submitted to the Finance Department once all applicable processing parameters have been fulfilled.

5. The Procurement Official is tasked with creating procedures for the processing of requisitions, purchase orders, change orders, and payment requests.

C. Formal Procurement

Purchases estimated to exceed $50,000 in value must be made through a formal procurement process (e.g., ITB, RFP, or any derivation thereof), cooperative purchasing agreement, existing unit-price/on-call contract, or other method allowed under this Policy. The Procurement Official shall make the determination of the method of procurement. Once the procurement process is complete, it is the user department's responsibility to prepare an agenda item and make the presentation to the City Council to obtain approval for contract award.

1. Invitation to Bid (ITB) or any derivation thereof

a. Conditions of Use. Solicitation of formal sealed bids is used when:

i. The proposed procurement exceeds $50,000,

ii. Precise specifications of the needed goods/services are known and can be described in an ITB; and

iii. Price is the primary basis of award. When applicable, the ITB should be structured to include best value principles (e.g., include support/maintenance to determine the total cost of ownership as opposed to simply acquisition costs).

b. Content. The ITB shall state, or incorporate by reference, all specifications, proposed contractual terms and conditions, performance and/or payment bond requirements, and other information applicable to the procurement.

c. Advertisements/Public Notice. Advertisements/public notice of the ITB shall be given in accordance with law and to maximize competition as appropriate.

d. Pre-bid Conference. A pre-bid conference to explain the procurement requirements may be held at the discretion of the Procurement Official and the user department.

e. Modification or Clarification. The terms of an ITB may be modified or clarified through a written addendum issued by the Procurement Official. Addenda will be posted to the City website and provided to known bidders (e.g., bidders registered through a pre-bid conference). Each bidder shall acknowledge receipt of all addenda in writing.

f. Receipt of Bids. No bid shall be eligible for consideration unless it is placed in a sealed envelope or package and received by the City by the date, time, and location specified in the ITB. All bids received will be stamped with the date and time and secured until the designated opening time. A bid delivered late shall not be eligible for consideration by the City and shall be (a) returned

unopened to the bidder (at bidder's expense) or (b) destroyed (if directed to do so by the bidder).

g. **Bid Opening**. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the ITB. After opening each bid, the bidder's name and bid amount shall be recorded. Such bid records shall be open to public inspection, including being posted on the city website, as provided by law.

h. **Bid Correction.** If an error is discovered prior to the opening, the bidder can submit a corrected bid. The corrected bid should be clearly marked that it supersedes the bid originally submitted. If an obvious clerical error is discovered after the bid has been opened, the bidder may submit a letter to the Procurement Official within two business days of opening requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Official will review the correction request, and a judgment will be made. Modifications to opened bids for reasons other than obvious clerical errors are not permitted.

i. **Bid Withdrawal**. A bidder requesting to withdraw their bid prior to the ITB due date may submit a letter to the Procurement Official requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. A bidder requesting to withdraw after the bid has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Official will review the withdrawal request, and a judgment will be made. Generally, bid withdrawal after bids are opened for reasons other than obvious clerical errors is not permitted.

j. **Modification of Specifications after Bid Opening.** The City reserves the right to negotiate with the lowest responsive and responsible bidder after the bids have been opened and before an award is made in an effort to make sure that the specifications and the budget have been met. This will allow staff to add or delete parts for equipment or value-engineer a project if in the City's best interest.

k. **Selection of Bidder**. The award is made to the lowest responsive and responsible bidder, based on the criteria (e.g., specifications, scope of work, etc.) set forth in the ITB. When applicable, the ITB should be structured to include best value principles to determine the total cost of ownership as opposed to simply acquisition costs). The user department is tasked with preparing an agenda item and making the presentation to the City Council to obtain approval for contract award.

l. **Notice of Selection**. The Procurement Official shall notify the selected bidder in writing of their contract award under the ITB.

m. **Rejection of Bids**. The Procurement Official may terminate/reject any and all bids if it is in the best interest of the City to do so and allowable by law.

n. **Disqualification of Bids.** The following types of bids shall be disqualified for consideration:

   i. The bid arrives after the set time of submittal; and

   ii. The bid is incomplete in any material aspect as determined by the Procurement Official (e.g., found non-responsive)

o. **Waiver of Irregularities**. The Procurement Official shall have the authority to waive all nonmaterial irregularities on any and all bids except timeliness and signature requirements. Nonmaterial irregularities are those irregularities which do not affect price and/or competition.

p. **Tie Bids**. A tie bid exists when two or more bidders offer, at identical prices, goods/services that meet all specifications, terms, and conditions.

   Bids received from two or more vendors, which are identical and meet the requirement of the bid specifications shall, in most instances, be awarded on the following basis:

   i. Past performance of the bidders;

   ii. Earliest delivery date;

   iii. Closest proximity to delivery site (e.g., in the event of ongoing services/maintenance);

   iv. Discount terms;

   v. Warranty terms;

   vi. Any other factors which affect the bid;

   vii. Flip of a coin (if all other factors are equal).

q. **Re-bids**. To ensure sufficient competition for any procurement, a minimum of three bids is preferred. If less than three bids are received, the Procurement Official will make a determination on the necessity of rebidding based on the circumstances surrounding the bid responses and the feasibility/practicality of rebidding. Sealed bids designate a specific due date and time, are publicly opened, and prices read at the time and place designated in the IFB/ITB. Bidding time will be set to provide bidders with a reasonable time to prepare their bids. A minimum of seven (7) days shall be provided unless a shorter time is deemed necessary as determined by the City Manager, except when a longer period is required by state law. Adequate notice of the solicitation must be given at

a reasonable time before the date set forth in it for the opening of bids. Notice shall include publication in a newspaper of general circulation as deemed necessary by the City Manager or state law. After the bids are evaluated, a Notice of Award and/or Purchase Order is issued to the most responsive and responsible bidder meeting all specifications and with whom the City has reached an agreement on all contract terms and conditions. It should be noted that the contract award would not be to the bidder with the lowest cost if the City determines that the low-cost bidder is not in the City's best interest, except when required by state law.

2. **Request for Proposals (RFP) or any derivation thereof**

   a. **Conditions of Use.** Solicitation of formal sealed bids is used when:

      i. The proposed procurement exceeds $50,000;

      ii. A need can be identified, outlined, and the user department desires to utilize the expertise of proposers in arriving at a solution;

      iii. The need or solution is fairly detailed or complex;

      iv. The need or solution involves services or a combination of goods/ services;

      v. Specifications of the project or item cannot be clearly defined;

      vi. The skills, expertise, or technical capability of the proposer will be evaluated;

      vii. Factors other than lowest price will be considered when determining whether to make an award. Best value is determined by the combination of criteria or factors, of which price may only be one component; and

      viii. Price negotiation is desired

   b. **Content.** The RFP shall provide a statement of need or problem description for which proposed solutions are sought. Such RFP may include specifications, scope of work, and proposed contractual terms and conditions to which a proposer must respond. The RFP may encourage the proposal of alternative specifications, scope of work, and proposed contractual terms/conditions, if such alternatives are proposed as the best method of meeting the stated need or solving the stated problem. An RFP may include a request for qualifications (RFQ) or may be preceded by a request for information (RFI).

   c. **Advertisements/Public Notice.** Advertisements/public notice of the RFP shall be given in accordance with law and to maximize competition as appropriate.

d. **Evaluation Committee.** If appropriate because of the scope or technical difficulty of the procurement, an evaluation committee may be used. Such determination, as well as the composition of the committee, shall be made by the Procurement Official with the advice of the user department director.

e. **Pre-proposal Conference**. A pre-proposal conference to explain the procurement requirements may be held at the option of the Procurement Official and the user department.

f. **Modification or Clarification.** The terms of an RFP may be modified or clarified through a written addendum issued by the Procurement Official. Addenda will be posted to the City website and provided to known proposers (e.g., proposers registered through a pre-proposal conference). Each proposer shall acknowledge receipt of all addenda in writing.

g. **Receipt of Proposals.** No proposal shall be eligible for consideration unless it is placed in a sealed envelope or package and received by the City by the date, time, and location specified in the RFP. All proposals received will be stamped with the date and time and secured until the designated opening time. A proposal delivered late shall not be eligible for consideration by the City and shall be (a) returned unopened to the proposer (at proposer's expense) or (b) destroyed (if directed to do so by the proposer).

h. **Proposal Opening.** No proposal shall be opened until the time designated in the public notice of the RFP. A record of each proposal shall be prepared containing identification of the RFP and name of each proposer. Such requests for proposal record shall be open to public inspection, including being posted on the City website, as provided by law.

i. **Proposal Correction.** If an error is discovered prior to the opening, the proposer can submit a corrected proposal. The corrected proposal should be clearly marked that it supersedes the proposal originally submitted. If an obvious clerical error is discovered after the proposal has been opened, the proposer may submit a letter to the Procurement Official within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The proposer must present clear and convincing evidence that an unintentional error was made. The Procurement Official will review the correction request, and a judgment will be made. Modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

j. **Proposal Withdrawal.** A proposer requesting to withdraw their proposal prior to the RFP due date and time may submit a letter to the Procurement Official requesting to withdraw. The letter must be on

company letterhead and signed by an individual authorized to legally bind the firm. A proposer requesting to withdraw after the proposal has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The proposer must present clear and convincing evidence that an unintentional error was made. The Procurement Official will review the withdrawal request, and a judgment will be made. Proposal withdrawals after proposal due date/time for reasons other than obvious clerical errors are not permitted.

k. Selection of Proposer. The user department director and the Procurement Official, after considering the recommendation of the evaluation committee, if applicable, shall select the proposal that is determined to provide the best value to the City. Such selection shall be based on the content of the proposal along with the following criteria:

i. The proposer's capacity to perform in terms of facilities, personnel, and financial viability;

ii. The skill, experience, performance, and reliability demonstrated by the proposer in performing contracts of a similar nature;

iii. The adherence to the scope of work/specifications; and

iv. The content of the proposal.

l. Contract Negotiations. Upon recommendation of the Procurement Official, user department director, and evaluation committee (if applicable), contract negotiations shall commence with the proposer. If fair and reasonable compensation, contract requirements, and contract documents can be agreed upon, the user department will prepare an agenda item and make a presentation to the City Council to obtain approval for contract award.

If contract terms cannot be agreed upon, the Procurement Official shall advise the proposer in writing of the termination of negotiations. After termination, negotiations may be conducted with such other proposer determined to be in the City's best interest (the "alternate proposer"). If contract terms can be agreed upon with the alternate proposer, the user department will prepare an agenda item and make a presentation to the City Council to obtain approval for contract award.

m. Notice of Selection. The Procurement Official shall notify the selected proposer in writing of their contract award under the RFP.

n. Rejection of Proposals. The Procurement Official may terminate/reject any and all proposals if it is

in the best interest of the City to do so and allowable by law.

o. **Disqualification of Proposals.** The following types of proposals shall be disqualified for consideration:

   i. The proposal arrives after the set time of submittal; and

   ii. The proposal is incomplete in any material aspect as determined by the Procurement Official (e.g., found non-responsive).

p. **Waiver of Irregularities.** The Procurement Official shall have the authority to waive all nonmaterial irregularities on any and all proposals except timeliness and signature requirements. Nonmaterial irregularities are those irregularities.

q. **Reissue.** To ensure the best value for any procurement, a minimum of three proposals is preferred. If less than three proposals are received, the Procurement Official will make a determination on the necessity of reissuing the RFP based on the circumstances surrounding the responses and the feasibility/practicality of reissuing the RFP.

D. Cancellation of Formal Procurements

An ITB, RFP, or other procurement solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when determined by the Procurement Official to be in the City's best interest. The reasons for cancellation or rejection shall be made part of the procurement file. Each ITB, RFP, or other procurement solicitation shall be subject to the following conditions.

1. The ITB/RFP may be canceled;
2. Any ITB/RFP may be rejected in whole, or in part;
3. Any action taken by the City in response to an ITB/RFP shall be made without any liability or obligation on the part of the City or its employees;
4. The selection, failure, or refusal to make a selection pursuant to an ITB/RFP shall be made without any liability or obligation on the part of the City or its employees;
5. Any termination of selection, withdrawal, or cancellation of an ITB/RFP, either before or after selection of a bidder/proposer, shall be made without any liability or obligation on the part of the City or its employees;
6. The City, in its sole discretion, reserves the right to determine the eligibility for selection of any party or parties submitting bids/proposals in response to any ITB/RFP;
7. All costs incurred in preparing or responding to an ITB/RFP are the sole responsibility of the responding

party; and

8. The City and the party responding to an ITB/RFP will be contractually bound only if and when a written contract is fully executed.

E. Vendor Preference (Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This section provides the framework to encourage local businesses to compete for City business for procurements solicited under a Formal Procurement process (Section III(B)) with a maximum contract value of $500,000.00.

1. Invitation to Bid (ITB) or any derivation thereof

    a. This section applies to bids whereby the lowest responsive and responsible bidder is a Non-Mableton Vendor.

        i. A Mableton Vendor will be given preference in contract award if their responsive and responsible bid is within three percent (3.00%) of the lowest responsive and responsible bid.

        ii. If multiple Mableton Vendors are within three percent (3.00%) of the lowest responsive and responsible bid, then contract award will go to the Mableton Vendor with the lowest responsive and responsible bid.

2. Request for Proposals or any derivation thereof

    a. Mableton Vendor preference of three percent (3.00%), or equivalent unit of measure, shall be provided as an evaluation criterion.

3. Exceptions

    a. Formal solicitations with a contract value exceeding $500,000.

    b. Public Works Construction Projects totaling $100,000 and greater (O.C.G.A. Chapter 91 of Title 36);

    c. Sole Source, Single Source, Name Brand, and Cooperative Purchasing Agreements;

    d. Federal or State law prohibits the use of local preference;

    e. The work is funded in whole or part by a governmental entity that prohibits the use of local preference;

    f. The Mableton Vendor is either non-responsive or non-responsible;

    g. All bids submitted exceed the budget amount and supplemental funding is not available;

h. Emergency purchases; and

i. The Procurement Official, City Manager, Mayor and/or City Council may exempt any formal solicitation from the Mableton Vendor preference.

F. Cooperative Procurement – The Procurement Official may participate in, sponsor, conduct or administer a cooperative purchasing agreement for procurement (e.g., US Communities, National Cooperative Purchasing Alliance, National Joint Powers Alliance, etc.) including "piggybacking" on governmental (e.g., local, state, national, etc.) and authority (e.g., utility authorities, development authorities, etc.) contracts. Cooperative purchasing agreements assist local government in reducing the cost of purchased goods and services through pooling the purchasing power of multiple public agencies. Due to the nature of cooperative purchasing agreements, competition has been established so additional quotes, bids, or proposals are not required. However, approval requirements based on the procurement dollar amount are still in effect.

G. Other Procurement Methods - The Procurement Official may use other procurement methods determined to be in the city's best interest. Such methods may include, but are not limited to, request for qualifications (RFQ), requests for information (RFI), invitation to negotiate (ITN), invitation to participate (ITP), and request for letter of interest (RFLI).

H. Emergency Procurement - The bid procedures outlined in this manual may be waived under emergency conditions. An emergency is defined as follows (unless and subsequently defined by ordinance):

A situation requiring the purchase and immediate use of a service or product without which the health, safety, and welfare of employees or citizens could be seriously jeopardized. Examples of such products or services include the following but not limited to emergency repairs to a generator required for maintenance of public services. If an emergency exists, the City Manager is authorized to obtain equipment or service, as necessary. As soon as it is practical afterwards, the Mayor and Council will be fully informed and approve of the expenditure.

An emergency or condition will be determined by the City Manager along with the input of the Department Head. Once approved the goods, items or equipment will be purchased and a receipt obtained. The receipt and necessary paperwork will be forwarded to the City Manager on the next business day.

I. Additional Approvals

Dependent on the nature of the procurement, additional authorizations may be required prior to initiation of the procurement process.

1. For any fleet purchases of new or replacement vehicles, the Purchasing Official, in the absence of a citywide Fleet Manager, shall review and approve any such procurements to verify that it is consistent with the fleet replacement schedule and the City's strategic goals;

2. For technology compliance approval, the Information Technology Director will review and approve any technology related procurements involving the City's technology for verification of compatibility with existing equipment and consistency with the City's strategic goals. Technology related procurements include software that resides on the City's network and hardware that utilizes the City's network (e.g., cellphones, smartphones, tablets, printers, desktops, and laptop computers, etc.); and

3. For grant administration compliance, the Grants Administrator will review and approve any grant related procurements.

J. Change Orders, Modifications and Amendments – All of the City's contracts contains terms and conditions that must be met in order to change any provision of the contract. In order to be binding on the City and the contractor, they must be approved by Council (if the original contract was Council approved or if the change order raises the amount of the contract above the limits of the City Manager's authority), in writing, and executed by both parties. A contractor that proceeds with changed work without a change order, modification and amendments does so at its own risk. All Change Orders, Modifications and Amendments will follow the City's purchasing thresholds approval process.

All change order requests shall be accompanied by a description and justification and will be reviewed by the Procurement Official for appropriateness including ensuring approval thresholds are not being subverted. The following change order thresholds are cumulative over the life of the contract/procurement:

Informal Procurements		
Original Purchase Order/Contract	**Cumulative Increase in Original Purchase Order/Contract**	**Approval Authority**
$2,500.00 to $50,000.00	≤ 10.00% of original PO/Contract	Department Director, Procurement Official
$2,500.00 to $50,000.00	≥ 10.01% of original PO/Contract	Department Director, Procurement Official, Mayor or City Manager

Formal Procurements		
Original Purchase Order/Contract	**Cumulative Increase in Original Purchase Order/Contract**	**Approval Authority**
$50,000.01 or greater	≤ 10.00% of original PO/Contract	Department Director, Procurement Official
$50,000.01 or greater	≥ 10.01% of original PO/Contract	City Council

***Exceptions*:** In cases of emergency purchases where change orders are unavoidable, the department must notify the Procurement Official within 24 hours and submit a retroactive change order for review and ratification.

K. Original Equipment Manufacturer Purchases – Competitive bids are not required for purchases when the purchase is made from the original equipment manufacturer (OEM) and other sources are not available. Purchasing will document the purchase by indicating "OEM Purchase" on the purchase requisition. Purchasing will encourage the consideration of "like" or "similar" products by notifying the operating department of product availability. The operating department will evaluate the additional source of supply and the product's acceptability prior to purchasing. Approval is required by Mayor and Council for purchases over $50,000. It should be noted on the purchase requisition that the purchase is from an original manufacturer.

L. Used Equipment Purchases – New equipment is preferred to be over used equipment. Under certain circumstances the purchase of used equipment is desirable, such as, but not limited to:

1. When price is of prime importance and the difference in cost between new and used is significant.
2. Where equipment will be used infrequently, for a limited time, for training or for auxiliary operations.
3. When quicker delivery is essential.

The requested Department should provide the following information:

1. A detailed description of the item to include the manufacturer's name, model, serial number, and whether it is used, reconditioned, or a demonstrator.
2. The price offered by the supplier.
3. Justification for purchasing used equipment as opposed to new (i.e., budget constraints, items no longer manufactured, designed for a specific purpose, rarely used, etc.)
4. Whether the equipment has been thoroughly examined and what year it was manufactured along with its present condition.
5. Guarantees and warranties offered by the supplier.

6. Price of equipment if purchased new.
7. Requestor's opinion on how the purchase best serves the interest of the City of Mableton.

M. Grants and Donations - Periodically, the City may be given public or private grants and donations from sources such as the federal government, state government, private corporations, foundations, etc. These funding sources often include restrictive stipulations and may dictate the procurement process and methodology that the City is to follow for contract award. Notwithstanding any other provision of this Policy, the City may enter into any contract, follow any procedure, or take any action that is otherwise at variance with this Policy if necessary or convenient to receiving funds from the government of the United States, State of Georgia, other governmental/public and private entities.

N. Technology

Procurement activities for the City should be automated whenever it is in the City's best interest.

1. Electronic ITB/RFP or any derivation thereof

a. ***Electronic public notice allowed***. As an alternative to the public notices required, the Procurement Official may electronically distribute an ITB/RFP or other procurement solicitations. The Procurement Official may limit such electronic distribution to firms electronically registered with the City; and

b. ***Use of private contractor.*** If appropriate, the Procurement Official may contract with a private firm to manage the vendor registration process, bid lists, distribution of procurement documents, and master agreement catalogs.

2. Electronic submissions

a. ***Electronic submissions.*** The Procurement Official may receive procurement submissions electronically if the ITB/RFP or other procurement solicitation includes permission for such electronic submission;

b. ***Digital signatures***. To assure the validity of procurement submissions received electronically, the Procurement Official may require vendors to adopt signature standards established by the State, the National Institute of Government Purchasing, or other recognized national organization; and

c. ***Public records***. All procurement submissions received electronically shall be a public record and shall be made available to the public as provided by law.

O. Protests

1. Right to protest. Any bidder or proposer who is aggrieved in connection with an ITB/RFP or other solicitation may protest such procurement.

2. Procedure. A protest must be made in writing and shall state the reason for the protest. It shall be submitted to the Finance Director within seven calendar days of the first date that the aggrieved party

knew or should have known of the facts giving rise to the protest. The Finance Director shall review the protest and issue a written decision as soon as practical after such a review is completed. The Finance Director's decision may be appealed in writing to City Council within seven calendar days after the date of the Finance Director's written decision. The decision of the City Council shall be final.

3. **Stay of procurement during protest**. Procurement, which is the subject of a timely protest, shall be stayed until a final decision by the Finance Director (or City Council, if appealed). The Procurement Official shall not proceed further with the ITB/RFP or other procurement solicitation which is the subject of the protest until all administrative remedies have been exhausted and a final decision has been rendered. If the Mayor makes a written determination that the execution of a contract without delay is necessary to protect substantial interests of the City, this provision shall not apply to the procurement which is the subject of the protest.

IV. NON-COMPETITIVE PROCUREMENT

A. Exceptions

The following items may be procured without competitive selection, and the Procurement Official is authorized to execute the resulting transaction (e.g., procurement card transaction, direct payment, or purchase order) and subsequent change orders (if any).

1. Water, sewer, electrical, telephone (land line only; does not include cellular), gas, and other utility services where competition is not available;
2. Dues and memberships in trade or professional organizations;
3. Job-related seminars and training, whether provided through an outside organization or by the City for in-house training, including facilities and amenities needed for such training;
4. Hospitality services and expenses including hotel accommodations;
5. Travel including car rentals;
6. Subscriptions for periodicals;
7. Postage;
8. Advertisements (e.g., legal ads, special event ads, etc.);
9. Recreational service providers (e.g., recreation instructors);
10. Artists, artistic services including graphic design, music ensembles (bands), and other entertainment providers;
11. Licensed food and catering vendors;
12. Entertainment venues (e.g., theme parks for recreation camps);
13. Vehicle and equipment repair;
14. Licensed computer software and associated support/maintenance;
15. Copyrighted materials not available from multiple sources;
16. Medical services;
17. Appraisal services;
18. Title insurance and Title Abstracts for real property;
19. Services required by proprietary ownership and original equipment manufacturers such as maintenance contracts;
20. Services or commodities provided by other governmental agencies; and
21. The following professional services whereby qualifications are the overriding determinate for selection, including:
    a. Legal services including bond counsel;
    b. Court reporter services;

c. Insurance policies competitively procured through the City's insurance broker; and

d. Lobby services. The Mayor, City Manager, and the Finance Director may select a person to provide lobbying services on behalf of the City without competitive selection.

B. Sole/Single Source

Upon receipt of sufficient justification from the user department and subsequent research to corroborate the request, a contract may be awarded or a purchase made without competition when the City determines that there is only one source for the required products, supply services, or construction items. The Procurement Official shall conduct negotiations as appropriate, as to the price, delivery, and terms to determine reasonableness of price. The determination will be limited to a specific timeframe and/or project and will be effective for no more than three fiscal years (initial year is the fiscal year of approval; expiration occurs on June 30th of the third fiscal year). After 3 fiscal years, the user department will submit a written request for the determination to be reevaluated by the City Attorney. The Finance Department will maintain a listing of each contractor's name, the amount and type of each contract, and a listing of the item(s) procured under each purchase order or contract listing of sole source and single source vendors.

Once a vendor has been deemed sole source or single source, a user department may procure goods or services from this vendor without the need for quotes, ITBs, or RFPs. Unlike procurement exceptions (Section IV[A]), sole source and single source procurements are subject to the approval authority (i.e., signature requirements) set forth under Section III(A)(B)(C)(J).

V. MANAGEMENT OF CITY ASSETS

Pursuant to O.C.G.A. §50-5-51, §50-5-140 and §50-5-141, the treatment of the City's assets shall be conducted by the following guidelines.

A. Property Definitions

1. *Real Property* – Assets or property that includes land and buildings, and anything affixed to the land. All real estate acquisition activities shall conform to applicable federal, O.C.G.A § 36-80-18 and O.C.G.A § 36-60-13 and local laws and regulations and shall be subject to the provisions of the City Code of Ethics. All real estate transactions shall be formally approved by the City Council in a public meeting prior to the City entering a sales contract.
2. *Appraisals* – For any piece of real estate for which a sales contract has been signed, the City will conduct at least one appraisal by an independent third-party who holds the MAI membership designation with the Appraisal Institute.
3. *Land Acquisition Procurement Process* – City staff will investigate and identify properties for purchase that meet an approved plan or strategy. Furthermore, land purchased with a specific funding source will only be used for such purposes anticipated and/or authorized. City Council and City staff shall maintain the confidentiality of potential and on-going real estate acquisitions and related information during this process.
4. *Personal Property* – Any fixed or movable tangible property used for operations, the benefits of which extend beyond one year from the date of acquisition. Essentially, personal property refers to any item that is owned by the City and is not real estate, regardless of acquisition cost or method

B. Surplus and Disposal of Assets

1. Excess, Surplus, and Obsolete Materials
   - Surplus property is non-consumable property that the City no longer requires.
   - It shall be the duty of the user to report all excess, surplus, or obsolete materials to the Purchasing Office. The Purchasing Official will then examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment, or sold by auction or sealed bid.
2. Scrap, Surplus and Salvage Assets
   - These are non-capital assets, or those which had an original acquisition cost below $10,000. These items now have limited value and are no longer needed by the City. Department heads can decide to dispose of these assets but must first notify the Purchasing and Finance Departments. These items will be disposed of by the same methods as above, including recycling, with the approval of the City Manager.

3. Transfer - The most gainful method for managing an item no longer needed by a department is to transfer it to another department that has a use for the item.
4. Trade-In - In replacing obsolete equipment, it is sometimes advantageous to trade-in the old equipment. The invitation for bids on the replacement item should call for bid prices with or without trade-in and provide that the award may be made either way.

C. Sale of Assets

1. Sale - Excess, surplus, and obsolete items not transferred will be consolidated and offered for sale by auction or by sealed bid method. The consolidated list will be submitted to the City Manager or their designee for approval before an auction or sealed bid is organized. The property offered for sale will be on an "AS IS/WHERE IS" basis. The sale will be given public notice. Sealed bids will be opened at the time and place announced with the City retaining the right to reject any and all bids.
2. Sales to Employees - To reduce opportunities for deception and to help avoid any appearances of impropriety in the disposition program, it will be the policy to prohibit the direct sale of surplus property to any City employee. This policy does not prohibit City employees from extending an offer at a public auction or in the form of a sealed bid.
3. Allocation of Proceeds - Proceeds from the sale of excess or surplus property generally will go into the fund where the purchase was made.

VI. SPECIAL AREAS OF CONSIDERATION

A. Sustainability and Environmentally Preferable Purchasing

The City of Mableton is committed to sustainability, responsible stewardship, and environmentally sound practices in all areas of procurement. In accordance with Georgia Code § 50-5-60 and guidance from the Georgia Environmental Protection Division, the City will give preference to environmentally preferable products and services when quality, functionality, price, and availability are comparable to non-preferred alternatives.

Environmentally preferable products are those that have a reduced impact on human health and the environment across their life cycle from raw material acquisition and production to use and disposal.

These may include, but are not limited to:

- Energy- and water-efficient equipment
- Products made with recycled, recyclable, or bio-based materials
- Items with minimal packaging or packaging made from recycled content
- Non-toxic or low-emission cleaning and maintenance products
- Sustainably sourced and certified products (Energy Star, Green Seal preferred)

  City departments and Procurement will utilize life-cycle cost analysis (LCCA) when evaluating bids or proposals to determine the total cost of ownership, factoring in maintenance, disposal, and environmental impact. Vendors may be required to submit documentation verifying environmental attributes or third-party certifications.

This policy reinforces the City of Mableton's commitment to long-term sustainability, public health, and environmental quality. It is the City's expectation that suppliers and contractors will support this effort by offering environmentally responsible options and reducing their ecological footprint in the delivery of goods and services. By adopting these practices, the City of Mableton will:

- Demonstrate leadership in environmental responsibility.
- Promote the use of green procurement standards.
- Comply with relevant state and federal sustainable purchasing mandates.
- Support the local economy through the procurement of green goods and services, when feasible.

NIGP Code of Ethics

The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization:

- Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.
- Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.
- Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.
- Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
- Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.
- Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.
- Resists encroachment on control of personnel in order to preserve integrity as a professional manager.
- Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.
- Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.
- Subscribes to and supports the professional aims and objectives of the National Institute of Governmental Purchasing, Inc.

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APPENDIX B

GUIDELINES TO THE NIGP CODE OF ETHICS

RESPONSIBILITY TO YOUR EMPLOYER

- Follow the lawful instructions or laws of the employer
- Understand the authority granted by the employer
- Avoid activities which would compromise or give the perception of compromising the best interest of the employer
- Reduce the potential for any charges of preferential treatment by actively promoting the concept of competition
- Obtain the maximum benefit for funds spent as agents for the employer

CONFLICT OF INTEREST

- Avoid any private or professional activity that would create a conflict between your personal interest and the interests of your employer
- Avoid engaging in personal business with any company that is a supplier to your employer
- Avoid lending money to or borrowing money from any supplier

PERCEPTION

- Avoid the appearance of unethical or compromising practices in relationships, actions and communications
- Avoid business relationships with personal friends. Request a reassignment if the situation arises
- Avoid noticeable displays of affection, which may give an impression of impropriety
- Avoid holding business meetings with suppliers outside the office. When such meetings do occur, the meeting location should be carefully chosen so as not to be perceived as inappropriate by other persons in the business community or your peers.

GRATUITIES

- Never solicit or accept money, loans, credits or prejudicial discounts, gifts, entertainment, favors or services from your present or potential suppliers which might influence or appear to influence purchasing decisions
- Never solicit gratuities in any form for yourself or your employer. Items of nominal value offered by suppliers for public relations purposes are acceptable when the value of such items has been established by your employer and would not be perceived by the offeror, receiver or others as posing an ethical breach.
- Gifts offered exceeding nominal value should be returned with an explanation or if perishable either returned or donated to a charity in the name of the supplier. In the case of any gift, care should be taken to evaluate the intent and perception of acceptance to ensure that it is legal, that it will not influence your buying decisions, and that it will not be perceived by your peers and others as unethical.

BUSINESS MEALS

- There are times when during the course of business it may be appropriate to conduct business during meals. In such instances, the meal should be for a specific business purpose
- Avoid frequent meals with the same supplier. The purchasing professional should be able to pay for meals as frequently as the supplier
- Budgeted funds should be available for such purposes.

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APPENDIX B

GUIDELINES TO THE NIGP CODE OF ETHICS continued

CONFIDENTIAL INFORMATION

- Keep bidders proprietary information confidential
- Develop a formal policy on the handling of confidential information.

RELATIONSHIP WITH THE SUPPLIER

- Maintain and practice, to the highest degree possible, business ethics, professional courtesy and competence in all transactions
- Association with suppliers at lunches, dinners or business organization meetings is an acceptable professional practice enabling the buyer to establish better business relations provided that the buyer keeps free of obligation. Accordingly, it is strongly recommended that if a seller pays for an activity that the buyer reciprocate.
- Purchase without prejudice, striving to obtain the maximum value for each dollar of expenditure
- Preclude from showing favoritism or be influenced by suppliers through the acceptance of gifts, gratuities, loans or favors. Gifts of a nominal value that display the name of a firm which is intended for advertisement may or may not be accepted in accordance with the recipients own conscience or jurisdictional rules
- Adhere to and protect the suppliers business and legal rights to confidentiality for trade secrets, and other proprietary information
- Refrain from publicly endorsing products

RELATIONSHIP WITH THE EMPLOYER

- Remain free of any and all interests and activities, which are or could be detrimental or in conflict with the best interests of the employer. Refrain from engaging in activities where the buyer has a significant personal or indirect financial interest
- Exercise discretionary authority on behalf of the employer. Avoid acquiring interest or incurring obligations that could conflict with the interests of the employer

RELATIONSHIPS WITH OTHER AGENCIES AND ORGANIZATIONS

- A buyer shall not use his position to exert leverage on individuals or firms for the purpose of creating a benefit for agencies or organizations that he may represent
- All involvement and transactions shall be handled in a professional manner with the interest of the buyers employer taking precedent

RELATIONSHIP WITH PROFESSIONAL PURCHASING ORGANIZATIONS AND ASSOCIATIONS

- It is the obligation and the responsibility of the buyer, through affiliation with professional organization, to represent that organization in a professional and ethical manner
- A buyer shall not use his position to persuade an individual or firm to provide a benefit to an organization

POLICY

- It is the policy of NIGP that any member of the Institute who personally, or on behalf of his local chapter, is involved in the process of acquiring advertisers and/or exhibitors on behalf of the Institute, shall act only in the capacity of providing referrals of potential or interested parties to the Institute. As a result of such referral, should the Institute form a contractual obligation, appropriate credit shall be given to the individual or chapter

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AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: REZ 2026-003 **(Second Read)** – Stallion Pkwy - Parcel ID 19108000540 - Approval of an Ordinance to rezone 3.5 acre parcel from NRC (Neighborhood Retail Commercial) to RSL (Residential Senior Living Non-Supportive Urban Rental Units) for 61-unit senior housing development — Director Michael Hughes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. Rezoning_Application Pivotal v.1 (2)
2. REZ2026-003 Staff Report
3. Pivotal Updated Information from Applicant
4. Ord 2026 XX-XXXX Stallion
5. ORD 2026-05-03 Amend Zoning Map - 0 Stallion Pkwy SW-PIN 19108000540

City of Mableton, Georgia Rezoning Application and Instructions

The City of Mableton strives to operate as a "paperless" organization. Please be advised that this application form, its required documents and any supporting information must be uploaded via the city's website and data portal.

All application information submitted is a public record and is subject to the Open Records Act. This information will be posted online. Do not include any sensitive or personal information on the application or in your submitted application packet.

The following items are required for submitting an application for rezoning:

1. **Rezoning Application**. (Attachment A) Original notarized signatures of titleholder(s) and representative(s) are required.

2. **Summary of Intent**. (Attachment B)

3. **Corporate Documentation**. If the titleholder(s) is a domestic or foreign corporation, then the following documentation shall also be required:
   Written authentication with the presence of the corporate seal, or a facsimile thereof, attested by the secretary or assistant secretary of the corporation, or other officer to whom the bylaws or the directors have delegated the responsibility for authenticating records of the corporation, shall attest:

   a) That the corporate seal or facsimile thereof affixed to the document is in fact the seal of the corporation of true facsimile thereof, as the case may be;

   b) That any officer of the corporation executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute such document on behalf of the corporation, and that the signature of such officer subscribed thereto is genuine; and

   c) That the execution of the document on behalf of the corporation has been duly authorized.

4. **Disclosure Form**. Zoning Application Disclosure forms (Attachments C1 and C2) must be completed.

5. **Warranty Deed**. A copy of the warranty deed that reflects the current owner(s) of the property. Security deeds are not acceptable. (Mark as Attachment D)

6. **Legal Description**. A current legal description of the subject property. If the application consists of several tracts, a legal description of each tract is required. A separate legal description of each zoning classification is also required, as well as an overall description of all tracts and/or classifications combined. No legal description should include more property than is included in the application for rezoning. (Mark as Attachment E)

7. **Tax Receipt**. A copy of the paid tax receipt for the subject property or a statement signed by an official in the Tax Commissioner's Office or other official document issued by the Tax Commissioner's Office indicating the taxes have been paid. Properties with delinquent taxes may be withdrawn by the staff or may be delayed or denied by the Mayor and Council. (Mark as Attachment F)

8. **Site Plan.** A copy of current site plan and current boundary survey drawn to scale by a registered engineer, architect, land planner, or land surveyor currently registered in accordance with applicable state laws. The plan must be stamped by the applicable professional. The plan must include the information listed below. If any item below is inapplicable, please explain why. (Mark as Attachment G)

   a) north arrow,
   b) land lot lines,
   c) district lines,
   d) lot lines,
   e) angles,
   f) total acreage,
   g) bearing and distances,
   h) adjoining street with right-of-way (present and proposed),
   i) paving widths,
   j) the exact size (dimensions and square footage) and location of all buildings along with intended use,
   k) building setback.
   l) Renderings or elevations illustrating all four sides of any building in .pdf or .jpg format in color and at a sufficient resolution for quality printing.
   m) buffer areas,
   n) parking spaces,
   o) parking deck location,
   p) lakes and streams,
   q) utility easements,
   r) limits of the 100-year flood plain and acreage of flood plain,
   s) cemeteries,
   t) wetlands,
   u) access points,
   v) architectural or archeological landmarks,
   w) stormwater detention/retention areas,
   x) percentage of impervious surface before and after changes are made to the property,
   y) stream buffers with required width,
   z) lot sizes (if property will be subdivided)

9. **Septic Tank Documentation**. If the property is or will be on septic tank, documentation of approval from the Cobb County Health Department (770-435-7815). (Mark as Attachment H)

10. **Statement of Agreeable Zoning Conditions.** List all the characteristics of the proposed development beyond the minimum requirements of the zoning category, including agreements reached with neighboring property owners and other community members and organizations. Attachment C may be used or the information may be on a form or letterhead used by the applicant or the applicant's representative. (Mark as Attachment I)

11. **Zoning Analysis**. A complete written, documented analysis of the impact of the proposed rezoning with respect to each of the following matters. (Mark as Attachment J)

(a) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;
(b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
(c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;
(d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;
(e) Whether the zoning proposal is in conformity with the policy and intent of the land use plan; and
(f) Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal.

9. **Traffic Study**. Any application for a rezoning involving a request of more than 75 residential dwelling units or 50,000 square feet of non-residential building space, in single or multiple phases, shall be required to submit a traffic impact study (prepared in accordance with industry accepted standards, including at a minimum, level of service impacts for adjacent roadways and intersections) and mitigation package to address the cumulative effects from the project's impact. Said applicant shall also be required to coordinate and fund any recommended mitigation measures limited to project related improvements with applicable federal, state and local agencies including the Georgia Regional Transportation Authority and the Atlanta Regional Commission.

Any application for a rezoning involving a request of more than 150 residential dwelling units or100,000 square feet of non-residential building space, in single or multiple phases, shall be required to submit a traffic impact study (prepared in accordance with industry accepted standards), the scope of which shall be determined by the Director of the Cobb County Department of Transportation or his/her designee and shall at a minimum address conditions and impacts resultant from the project within a 10 year scope. Said applicant shall also be required to coordinate and fund any recommended mitigation measures limited to project related improvements with applicable federal, state and local agencies including the Georgia Regional Transportation Authority and the Atlanta Regional Commission. (Mark the traffic study as Attachment K.)

These requirements shall not apply to a "Development of Regional Impact", as defined by the Georgia Department of Community Affairs or Georgia Regional Transportation Authority, as may be amended from time to time. (Attachment L)

10. Application fee for rezoning, please see attached Rezoning Fee Structure. (Attachment M) Fees must be paid by credit card or Venmo.

Rezoning Process Requirements

1. **Signs**. Signs provided by the City must be posted on or near the right-of-way of the nearest public street thirty (30) days before the public hearing. Both a zoning sign and pursuant sign must be posted for every 500 feet of public road frontage. Failure to post and maintain signs continuously may prohibit consideration of the application at any scheduled public hearing. It is the responsibility of the applicant to ensure that signs remain posted throughout the advertising period, including the day of the public hearings and to remain posted until the final decision by the Mayor and

Council.

2. **Mailings**. Applicants are required to provide a Certificate of Mailing that demonstrates that all property owners within a 1,000-foot radius of the subject property have been notified of the rezoning application. Applicants are encouraged to provide the letter to city staff for a cursory review prior to completing the Certificate of Mailing. The notice must be postmarked 30 calendar days prior to the Planning Commission Hearing. The applicant/representative is required to file with the Zoning Division proof of the mailing no later than 21 days prior to the Planning Commission Zoning Hearing for which the application is scheduled to be considered. Staff is authorized to continue any pending case in which the above requirements are not met. The notification must include:

   a. A legible copy of the application and site plan
   b. The date, time and location of the monthly public open house (see below)
   c. Phone numbers and email addresses for the applicant and the City zoning office.

3. **Community Open House Meeting**. The applicant or their representative must attend the monthly Community Open House Meeting hosted by the City of Mableton, during which interested citizens can ask questions of both the applicant and city staff, about the application. If applications are held or continued, applicant must continue to attend the Community Open House Meetings until their application is approved or denied by the Mayor and Council. Applicants are encouraged to produce explanatory materials for these open houses. The dates, times and locations for these open houses will be updated quarterly and available for review on the city's website.

4. **Public Hearings**. The applicant or their representative must attend both the Planning Commission and Mayor and City Council zoning hearings. If the application is held or delayed by either body, there may be more than two hearings. Failure to appear at the hearing may result in denial of the application.

5. **Public Contact**. Rezoning applications are public information and will be visible on the City website, advertised in the newspaper and otherwise disseminated to the general public. Applicants and their representatives should expect communication (phone calls, emails) from members of the public and should respond to their questions and concerns with complete, factual information and courtesy.

List of Attachments

Attachment A – Rezoning Application
Attachment B – Summary of Intent for Rezoning
Attachment C – Disclosure Statements (2)
Attachment D – Warranty Deed
Attachment E – Legal Description
Attachment F – Tax Receipt
Attachment G – Site Plan
Attachment H – Septic Tank Documentation
Attachment I – Statement of Agreeable Conditions
Attachment J – Zoning Analysis
Attachment K – Traffic Study
Attachment L – Development of Regional Impact Development Thresholds
Attachment M – Rezoning Fee Structure

Attachment A

Application for Rezoning
Mableton, Georgia

Application No. _____

PC Hearing Date: _____

M&C Hearing Date: _____

Applicant ~~Garrett Blackwell~~ Pivotal Phone# 513-646-5117
(applicant's name printed)

Address 9100 Centre Pointe Dr., Suite 210, West Chester, OH E-mail Garrett.Blackwell@Pivotal-hp.com

Garrett Blackwell Address 9100 Centre Pointe Dr. ste 210, West Chester, OH 45069
(representative's name, printed)

Phone# 513-646-5117 E-mail Garrett.Blackwell@Pivotal-hp.com
(representative's signature)

Signed, sealed and delivered in presence of:

Notary Public — My commission expires: August 15, 2026

NOTARY PUBLIC STATE OF OHIO
THERESA MARIE DENEGAR
Notary Public, State of Ohio
My Commission Expires
August 15, 2026

Titleholder T.D. Management, LLC Phone# (513) 618-7384 E-mail justin.tillson@tirediscounters.com
(titleholder's name, printed)

Signature _____ Address 100 W. 4th Street, Cincinnati, OH 45202
(attach additional signature, if needed)

Signed, sealed and delivered in presence of:

Notary Public — My commission expires: _____

NOTARIAL SEAL STATE OF OHIO
Justin Tillson, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Zoning Request From NRC *to* RSL
(present zoning) (proposed zoning)

For the Purpose of Apartments (Senior) *Size of Tract* 3.48 *Acre(s)*
(subdivision, restaurant, warehouse, apt., etc.)

Location Intersection of Stallion Pkwy SW and Austell Rd
(street address, if applicable; nearest intersection, etc.)

Land Lot(s) 19108000540 *District(s)* 5

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

_____
(applicant's signature)

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

_____

(applicant's signature)

Attachment B

Application No. _____

Summary of Intent for Rezoning

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

a) Proposed unit square-footage(s): 57,000 Sq ft 60-Units

b) Proposed building architecture: (see site Plan Attached)
3-Story Elevator Oriented

c) List all requested variances: Variance to exclude first floor commercial requirements. Rezoning and/or variances to allow use of proposed development.

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

a) Proposed use(s): _____

b) Proposed building architecture: _____

c) Proposed hours/days of operation: _____

d) List all requested variances: _____

Attachment C1

PROPERTY/FINANCIAL DISCLOSURE REPORT[1] BY APPLICANT[2]

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

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? No

If so, describe the nature and extent of such interest: No

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

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

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

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

I certify that the foregoing information is true and correct, this 30 day of Jan., 20 26.

Applicant's Signature

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

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

Attachment C2

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

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

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

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

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

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

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

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

I certify that the foregoing information is true and correct, this 30 day of Jan., 20 26.

Applicant's Signature

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

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

Attachment H

STATEMENT OF AGREEABLE ZONING CONDITIONS

Purchaser (Applicant) reserves/requests the right to rezone the property with the following conditions

1) Purchaser shall rezone the site in a manner that the zoning would revert to the current zoning, should purchaser not receive tax credit award.

2) Purchaser shall include the existing use of the property within the rezoning to preserve the current uses of the property.

Summary of Intent
City of Mableton
Re: Rezoning Application

Dear Members of the Evaluation Committee:

Proposed Rezoning: Neighborhood Retail Commercial (NRC) to Residential Senior Living (RSL)
Future Land Use Designation: Neighborhood Activity Center (NAC)
Proposed Development: Approximately 61-unit, age-restricted (55+) independent senior living community

Overview and Request

This application respectfully requests approval to rezone the subject property from NRC to RSL to allow for the development of an approximately 61-unit independent senior living community restricted to residents aged 55 and older.

The proposed rezoning is consistent with the City of Mableton Zoning Code and aligns directly with the Neighborhood Activity Center (NAC) future land use designation. The RSL district is permitted within NAC and is specifically intended to accommodate age-restricted residential communities in areas served by infrastructure and proximate to services. Approval of this request will allow the property to be developed in a manner that is fully aligned with the City's adopted planning framework.

Development Intent and Community Need

The intent of the proposed development is to provide high-quality, professionally managed, independent senior housing that supports aging in place within the City of Mableton. The community will consist of approximately 61 residential units designed for active adults aged 55 and older.

Importantly, while the RSL district requires a minimum of 25% of the units to be affordable, this development will significantly exceed that requirement by providing 100% of the unit s as income-restricted to 80% or below of the areas median income. This commitment demonstrates a strong investment in meeting the housing needs of seniors on fixed or limited incomes and directly supports the City's goals related to housing accessibility and affordability.

As Mableton continues to grow and establish its identity as a new city, there is an increasing need for diverse housing options that allow long-time residents to remain in the community as they age. This project responds to that need by offering safe, stable, and attainable housing specifically tailored to older adults.

Compatibility and Responsible Development

The proposed senior independent living community is residential in character and generally less intensive than conventional multifamily development. Because the community is restricted to

residents aged 55 and older, it will:

- Generate fewer peak-hour traffic trips;
- Create no impact on local school enrollment;
- Operates as a quiet, professionally managed residential community.

The development will comply with all RSL district requirements, including setbacks, buffers, parking, ratios, accessibility standards, and site design criteria. The project will be thoughtfully designed to ensure compatibility with surrounding properties and to enhance the overall character of the area.

Consistency with the Comprehensive Plan

The Neighborhood Activity Center (NAC) future land use designation encourages a mix of housing types, moderate to higher-density residential development, and efficient use of land an infrastructure within activity centers. The proposed RSL zoning classification is permitted within NAC and directly supports this policy direction.

The project advances several key goals of the Our Mableton Comprehensive Plan, including:

- Expanding housing diversity;
- Supporting aging in place;
- Increasing affordable housing opportunities;
- Directing appropriate density to designated activity centers.

By delivering a 100% affordable senior housing community within an NAC area, the project represents exactly the type of targeted, policy-driven growth envisioned by the City.

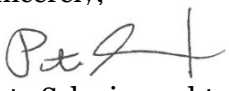
Commitment to Mableton

This rezoning request reflets a long-term commitment to investing in the City of Mableton and providing housing that serves its residents. The proposed development will reinvest in the property, strengthen the local housing inventory, and contribute to the City's broader goals of sustainable growth and community stability.

Approval of the requested rezoning from NRC to RSL will allow development that is fully consistent with the zoning ordinance, aligned with the Comprehensive Plan, and responsive to the demonstrated need for affordable senior housing.

For these reasons, Pivotal respectfully requests approval of this rezoning application.

Sincerely,



Pete Schwiegeraht
Senior Vice President of Development
Pivotal Housing Partners

Summary of Intent
City of Mableton
Re: Rezoning Application

Dear Members of the Evaluation Committee:

Proposed Rezoning: Neighborhood Retail Commercial (NRC) to Residential Senior Living (RSL)
Future Land Use Designation: Neighborhood Activity Center (NAC)
Proposed Development: Approximately 61-unit, age-restricted (55+) independent senior living community
City of Mableton

Overview and Request

This application respectfully requests approval to rezone the subject property from Neighborhood Retail Commercial (NRC) to Residential Senior Living (RSL – Nonsupportive Urban Rental Units) to allow for the development of an approximately 61-unit independent senior living community restricted to residents aged 55 and older.

Specifically, this application seeks approval under the **RSL District for Nonsupportive Urban Rental Units**, as established in the City of Mableton Zoning Code. The nonsupportive RSL classification is intended to provide locations for mid-rise residential development serving individuals age 55 and older, without the provision of medical, assisted living, or supportive care services. This district is designed to accommodate independent rental housing for active seniors who are capable of living independently but seek age-restricted housing in a professionally managed residential environment.

The proposed rezoning is consistent with the City of Mableton Zoning Code and aligns directly with the Neighborhood Activity Center (NAC) future land use designation. The RSL district is permitted within NAC and is specifically intended to accommodate higher-density, age-restricted housing in areas served by existing infrastructure and proximate to services. Approval of this request will allow the property to be developed in a manner that is fully aligned with the City's adopted planning framework.

Clarification of Nonsupportive Use

The proposed development will operate strictly as a **nonsupportive independent senior rental community**. This means:

- The community will not provide assisted living, memory care, or nursing services;
- No medical or supportive care services will be provided on-site as part of the residential use;
- Units will function as independent rental apartments for residents aged 55 and older;
- Residents will live independently and are not required to receive supportive services.

The nonsupportive RSL classification is distinct from supportive senior housing or institutional uses. It is residential in character and functions similarly to multifamily housing, with the primary distinction being the 55+ age restriction and compliance with specific RSL district

standards, including affordability requirements, parking ratios, buffers, and accessibility features.

This distinction is important because the proposed use does not introduce the operational characteristics typically associated with assisted living facilities or healthcare institutions. Rather, it provides stable, independent housing in a residential format consistent with the surrounding built environment.

Development Intent and Community Need

The intent of the proposed development is to provide high-quality, professionally managed independent senior housing that supports aging in place within the City of Mableton. The community will consist of approximately 61 residential units designed for active adults aged 55 and older who desire an independent living environment.

Importantly, while the RSL district requires a minimum of 25% of the units to be affordable, this development will significantly exceed that requirement by providing **100% of the units as income-restricted to households earning at or below 80% of the Area Median Income (AMI)**. This commitment reflects a strong investment in addressing the housing needs of seniors on fixed or limited incomes and directly supports the City's goals related to housing accessibility and affordability.

As Mableton continues to grow and establish its identity as a newly incorporated city, there is an increasing need for diverse housing options that allow long-time residents to remain in the community as they age. This project responds directly to that need by offering safe, stable, attainable housing specifically tailored to older adults.

Compatibility and Responsible Development

The proposed senior independent living community is residential in character and generally less intensive than conventional multifamily development. Because the community is restricted to residents aged 55 and older and will operate as a nonsupportive independent rental development, it will:

- Generate fewer peak-hour traffic trips;
- Create no impact on local school enrollment;
- Operate as a quiet, professionally managed residential community;
- Avoid the operational impacts associated with medical or institutional facilities.

The development will comply with all RSL district requirements, including minimum tract size, impervious surface limitations, required landscaped buffers and setbacks, parking ratios of 1.25 spaces per unit, accessibility standards, pedestrian connectivity, and site plan approval by Mayor and Council.

The project will be thoughtfully designed to ensure compatibility with surrounding properties and to enhance the overall character of the area while maintaining the residential nature intended under the nonsupportive RSL district.

Consistency with the Comprehensive Plan

The Neighborhood Activity Center (NAC) future land use designation encourages a mix of housing types, moderate- to higher-density residential development, and efficient use of land and infrastructure within activity centers. The proposed RSL nonsupportive zoning classification is permitted within NAC and directly supports this policy direction.
The project advances several key goals of the Our Mableton Comprehensive Plan, including:

- Expanding housing diversity;
- Supporting aging in place;
- Increasing affordable housing opportunities;
- Directing appropriate density to designated activity centers;
- Encouraging well-designed residential development that transitions appropriately to surrounding uses.

By delivering a 100% affordable senior housing community within an NAC area under the nonsupportive RSL district, the project represents exactly the type of targeted, policy-driven residential growth envisioned by the City.

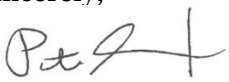
Commitment to Mableton

This rezoning request reflects a long-term commitment to investing in the City of Mableton and providing housing that serves its residents. The proposed development will reinvest in the property, strengthen the local housing inventory, and contribute to the City's broader goals of sustainable growth and community stability.

Approval of the requested rezoning from NRC to RSL (Nonsupportive Urban Rental Units) will allow development that is fully consistent with the zoning ordinance, aligned with the Comprehensive Plan, and responsive to the demonstrated need for affordable, independent senior housing.

For these reasons, Pivotal respectfully requests approval of this rezoning application.

Sincerely,



Pete Schwiegeraht
Senior Vice President of Development
Pivotal Housing Partners

9100 CENTRE POINTE DRIVE, SUITE 210
WEST CHESTER, OH 45069

Deed Book 16105 Page 1081
Filed and Recorded 12/13/2022 2:22:00 PM
2022-0135529
Real Estate Transfer Tax $500.00
Connie Taylor
Clerk of Superior Court
Cobb County, GA
Participant IDs: 3064355382
7067927936

Please Return to:
REGINALD A. HUDSPETH LLC
1325 Satellite Blvd NW
Bldg 100, Ste 101
Suwanee GA 30024
Attn: Reginald Hudspeth

File: 22-0548

Cobb County APN: 19-1080-0-054-0

LIMITED WARRANTY DEED

THIS INDENTURE is made as of the 6TH day of December, 2022, by and between **CRAIGAL PROPERTY LLC**, a Georgia limited liability company, as party of the first part, hereinafter referred to as "Grantor", and **T.D. MANAGEMENT LTD.**, an Ohio limited liability company, as party of the second part, hereinafter referred to as "Grantee", whose address is 200 West Fourth Street, Cincinnati, Ohio 45202, the words "Grantor" and "Grantee" to include the neuter, masculine, and feminine genders, the singular and the plural.

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does GRANT, BARGAIN, SELL, CONVEY, and ASSIGN unto Grantee and the legal representatives, successors, and assigns of Grantee, all that certain real property, together with all hereditaments and appurtenances thereunto belonging or in any way appertaining (the "Land"), situated described as:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1080 and 1081 of the 19th District, 2nd Section, Cobb County, Georgia and being and being more fully described in Exhibit "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the Land, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever IN FEE SIMPLE.

GRANTOR SHALL WARRANT AND FOREVER DEFEND, the right and title to the Property unto Grantee and the legal representatives, successors, and assigns of Grantee, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to those matters shown on Exhibit "B" attached hereto and incorporated herein.

.

[REMAINDER OF PAGE IS BLANK -- SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed as of the date first written above.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires: 6/1/2024

[NOTARIAL SEAL]

Andrea L Simpson
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 06/01/2024

CRAIGAL PROPERTY LLC,
a Georgia limited liability company,

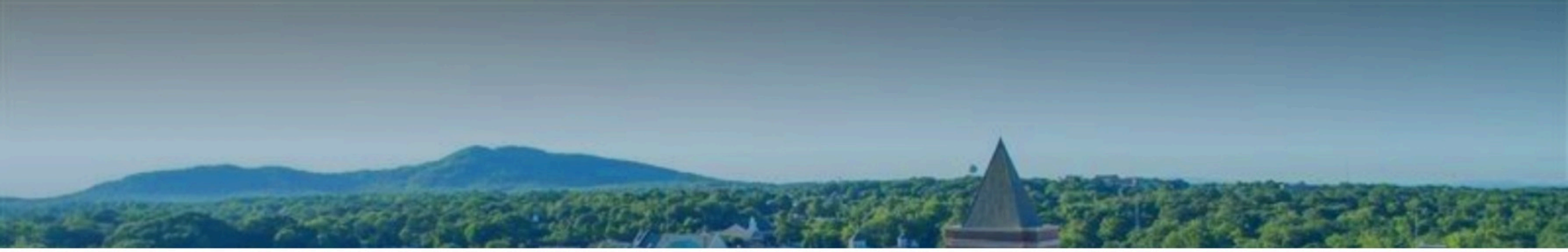
By _____ (SEAL)
Name: ALAN DOBUR
Title: MANAGER

Exhibit "A" – Legal description

All that tract or parcel of land lying and being in Land Lots 1080 and 1081 of the 19th District, 2nd Section, Cobb County, Georgia being Lot 2 consisting of 3.48 acres ±, as shown per Final Plat for Butler Tire Company prepared by Perimeter Surveying & Development Company, dated February 21, 2008, filed for record June 10, 2008, and recorded in Plat Book 271, Page 1-2, Cobb County, Georgia records.

Exhibit "B" – Permitted Exceptions

1. Taxes or assessments not yet due and payable in 2023 or subsequent years.
2. Right of Way Deed and relinquishment of access rights except at such designated points from First National Bank of Atlanta to Department of Transportation, dated January 17, 1986, filed and recorded March 26, 1986, in Deed Book 3869 Page 325, Cobb County, Georgia records.
3. Right of Way Deed and relinquishment of access rights except at such designated points from Alan Dubrin d/b/a Butler Tire Co. to Department of Transportation, dated July 22, 1986, filed and recorded July 30, 1986, in Deed Book 4050 Page 320, aforesaid records.
4. Conveyance of Access Rights from Butler Investments, Inc. to Department of Transportation, State of Georgia, dated February 27, 1989, filed and recorded March 3, 1989, in Deed Book 5259 Page 448, aforesaid records.
5. Conveyance of Access Rights from Butler Investments, Inc. to Department of Transportation, State of Georgia, dated February 27, 1989, filed and recorded March 3, 1989, in Deed Book 5259 Page 450, aforesaid records.
6. Boundary Line Agreement by and between Stallion Parkway Properties, LLC and M.A.T. Investments, LLC, dated May 5, 2010, filed and recorded June 1, 2010, in Deed Book 14775 Page 139, aforesaid records.
7. Right of Way Easement from MAT Investments LLC, a Georgia limited liability company to GreyStone Power Corporation, dated December 18, 2015, filed and recorded August 24, 2016, in Deed Book 15367 Page 6186, aforesaid records.
8. Matters shown per plats of survey recorded aforesaid records:
   (a) Plat Book 269 Pages 99-100.
   (b) Plat Book 271 Pages 1-2.



CobbTax.gov
Carla Jackson • Tax Commissioner

CobbTax Home

Home > Tax Search

Tax Search and Pay

Search

19108000540 Search

Clear

8 records returned

Search Tips

You can search for Names, Addresses and Parcel Numbers. Just start typing!

IMPORTANT NOTICE:
Temporary Online Payment Update (Jan. 16-28, 2026)
Due to security and technology upgrades, online payments will require assistance from a customer service representative during this period. Property records and payment receipts remain available. Call 770-528-8600 for payment assistance.

Status

- **Paid** (7)
- **N/A** (1)

Type

- **Parcel** (8)

Years

- **2025** (1)
- **2024** (1)
- **2023** (1)
- **2022** (1)
- **2021** (1)
- **2020** (2)
- **2019** (1)

Bill Type

- **Original** (7)
- **Adjusted** (1)

Owner Name	Year	Parcel ID	Address	Bill Type	Paid	Due	
TD MANAGEMENT LTD	2025	19108000540	STALLION PKWY	Original	Paid	$0.00	View
TD MANAGEMENT LTD	2024	19108000540	STALLION PKWY	Original	Paid	$0.00	View
TD MANAGEMENT LTD	2023	19108000540	STALLION PKWY	Original	Paid	$0.00	View
M A T INVESTMENTS LLC	2022	19108000540	STALLION PKWY	Original	Paid	$0.00	View
M A T INVESTMENTS LLC	2021	19108000540	STALLION PKWY	Original	Paid	$0.00	View
M A T INVESTMENTS LLC	2020	19108000540	STALLION PKWY	Original	N/A	N/A	View
M A T INVESTMENTS LLC	2020	19108000540	STALLION PKWY	Adjusted	Paid	$0.00	View
M A T INVESTMENTS LLC	2019	19108000540	STALLION PKWY	Original	Paid	$0.00	View

Contact

Cobb County Tax Commissioner's Office

Motor Vehicle Division
PO Box 100128
Marietta, GA 30061-7028
Phone 770-528-8600
Email us: tags@cobbtax.gov

Property Tax Division
PO Box 100127
Marietta, GA 30061-7027
Phone 770-528-8600
Email us: tax@cobbtax.gov

About Us

Carla Jackson
Tax Commissioner

Heather Walker
Chief Deputy

Quick Links

Renew Tags
Online Forms
Homestead Exemptions
Delinquent Taxes
Contact Us

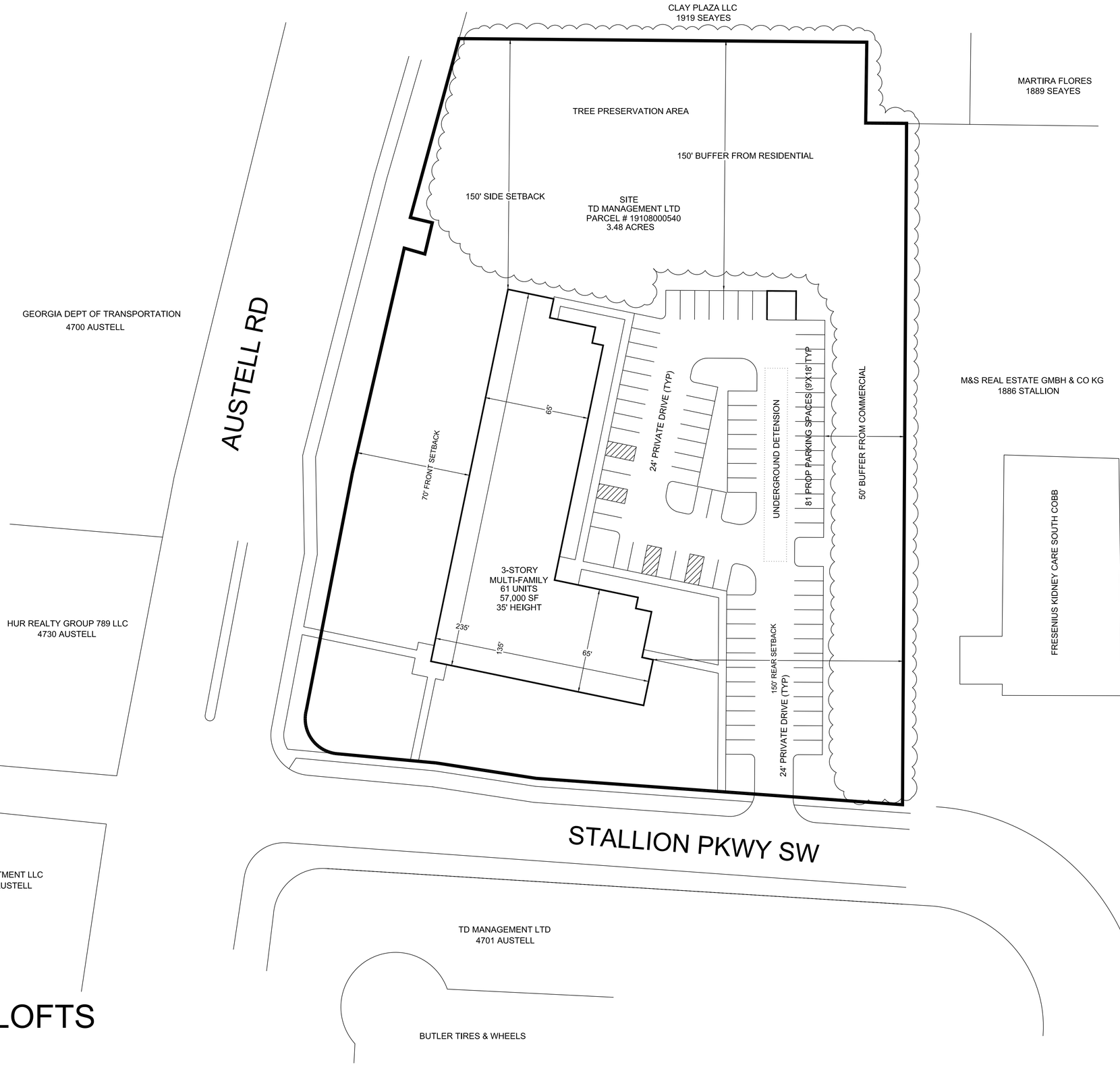
Disclaimer

Online transactions are securely processed by PayPal. All payments made with a card or PayPal will incur transaction fees. The fee percentage varies per payment method and applies to both credit and debit card payments. Cobb County does not retain any portion of the fees.

Delinquent Payoffs

Please contact us directly at (770) 528-8623 if you have delinquent payoff amount(s). There may be additional penalties, interest, or fees that are not reflected.

© 2026 Cobb County Tax Commissioner's Office



NORTH
1"=30'

DATE
1/30/26

LOCATION:
0 STALLION PKWY
(PARCEL # 19108000540)

SIZE:
3.48 TOTAL ACRES +/-

OWNER:
TD MANAGEMENT LTD
200 W 4TH STREET
CINCINNATI, OH 45202

APPLICANT:
PIVOTAL
9100 CENTRE POINTE DR, SUITE 210
WEST CHESTER, OH 45069

APPLICANT CONTACT:
PETE SCHWIEGERAHT
513-259-7657

REQUEST:
REZONING

PROPOSED USE:
61 UNITS - MULTI-FAMILY HOUSING

ZONING:
EXISTING ZONING = NRC
PROPOSED ZONING = RSL

SETBACKS:
70' FRONT
150' SIDE
50' REAR

BUILDING HEIGHT:
3-STORY (55')

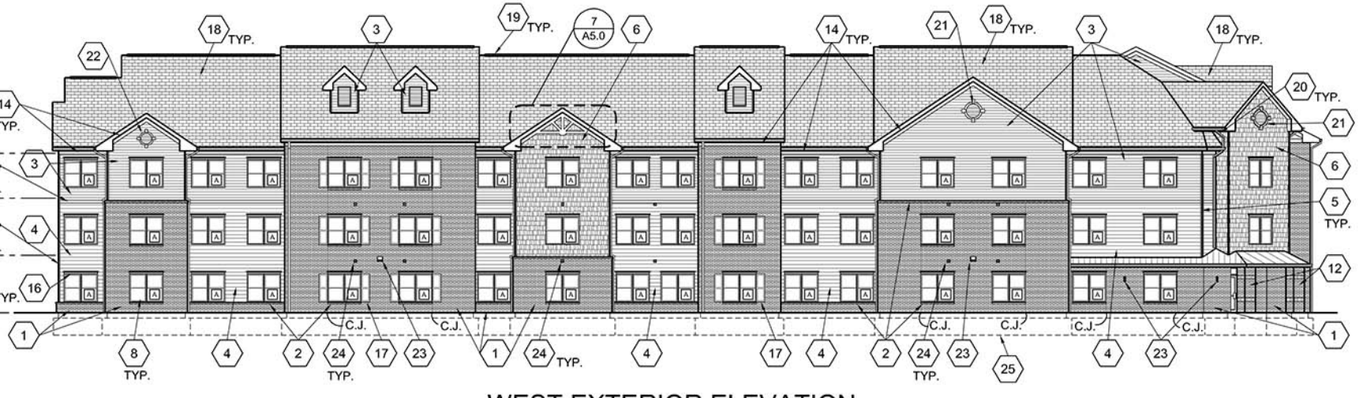
PARKING PROVIDED:
81 SPACES

IMPERVIOUS SURFACE CALC:
50,500 SF IMPERVIOUS SURFACE
151,588 ST TOTAL LOT AREA
66% GREEN SPACE

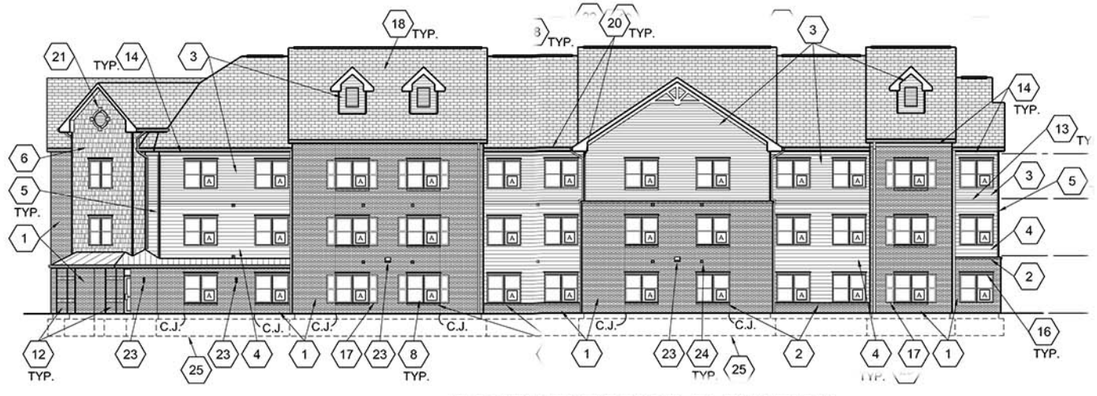
UTILITIES:
CONNECT TO EX WATER MAIN IN AUSTELL RD
CONNECT TO EX SANITARY SEWER MAIN IN AUSTELL RD

STATE OF GEORGIA
KIRK PAISLEY
CERTIFICATE NO. RA015494
REGISTERED ARCHITECT

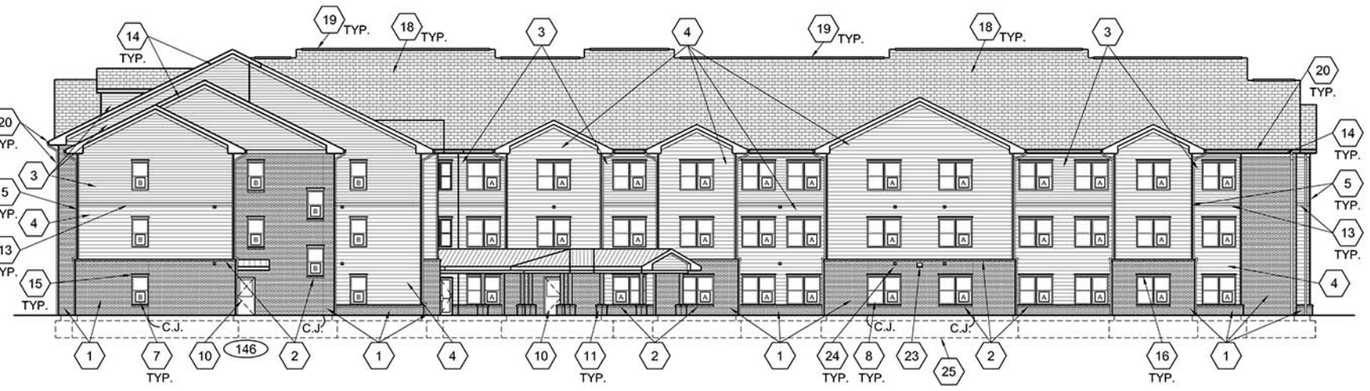
STALLION LOFTS
MAPLETON, GA



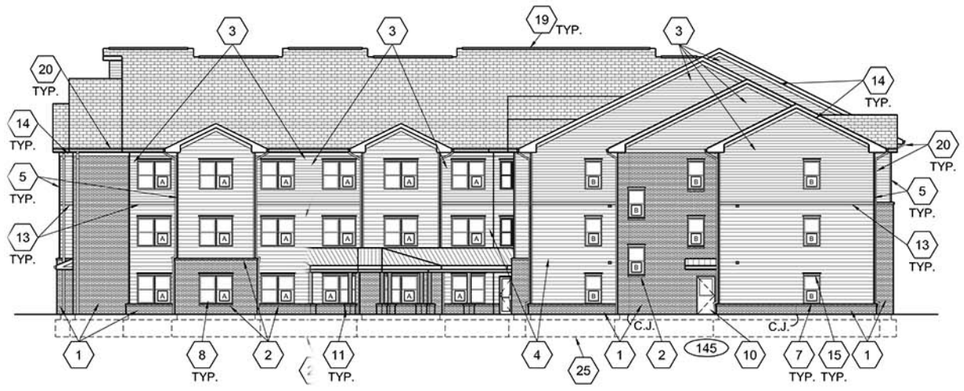
1 A1.0 WEST EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



2 A1.0 SOUTH EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



3 A1.0 EAST EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



4 A1.0 NORTH EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"


TRAILSIDE LOFTS

Attachment K

Developments of Regional Impact Development Thresholds					
Type of Development	**Notification Only**	**Rural and Developing Rural**	**Maturing Neighborhoods, Established Suburbs, Developing Suburbs, and other places not mentioned in this table**	**Regional Centers, and Regional Employment Corridors**	**Region Core**
(1) Office	400,000 gross square feet	400,000 gross square feet	500,000 gross square feet	600,000 gross square feet	700,000 gross square feet
(2) Commercial	Greater than 300,000 gross square feet	300,000 gross square feet	400,000 gross square feet	500,000 gross square feet	600,000 gross square feet
(3) Wholesale & Distribution	Greater than 500,000 gross square feet	500,000 gross square feet	500,000 gross square feet	500,000 gross square feet	500,000 gross square feet
(4) Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day	300 new beds	400 new beds	500 new beds	600 new beds
(5) Housing	Greater than 400 new lots or units	400 new lots or units	500 new lots or units	600 new lots or units	700 new lots or units
(6) Industrial	Greater than 500,000 gross square feet; or employing more than 1,600 workers; or covering more than 400 acres	500,000 SF or 1600 workers	500,000 SF or 1600 workers	500,000 SF or 1600 workers	500,000 SF or 1600 workers
(7) Hotels	Greater than 400 rooms	400 rooms	500 rooms	600 rooms	700 rooms
(8) Mixed Use	Gross square feet of 400,000 or more (with residential units calculated at either 1800 square feet per unit or, if applicable, the minimum square footage allowed by local development regulations); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein	400,000 gross square feet (with residential units calculated at 1800 square feet per unit, or the minimum allowed by the host local government)	500,000 gross square feet (with residential units calculated at 1500 square feet per unit, or the minimum allowed by the host local government)	600,000 gross square feet (with residential units calculated at 1000 square feet per unit, or the minimum allowed by the host local government)	700,000 gross square feet (with residential units calculated at 1000 square feet per unit, or the minimum allowed by the host local government)
(9) Airports	All new airports, runways and runway extensions	New airports and runway extensions of 500 ft. or more	New airports and runway extensions of 500 ft. or more	New airports and runway extensions of 500 ft. or more	New airports and runway extensions of 500 ft. or more

(10) Attractions & Recreational Facilities	Greater than 1,500 parking spaces or a seating capacity of more than 6,000	1,500, seating capacity of 6,000+	1,500, seating capacity of 6,000+	1,500, seating capacity of 6,000+	1,500, seating capacity of 6,000+
(11) Post-Secondary School	New school with a capacity of more than 2,400 students; or expansion by at least 25 percent of capacity	New school with 2,400 students or expansion of at least 25%	New school with 2,400 students or expansion of at least 25%	New school with 2,400 students or expansion of at least 25%	New school with 2,400 students or expansion of at least 25%
(12) Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more	New facility within 1 mile of public facility (airport, school, reservoir, river, etc.), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only
(13) Quarries, Asphalt & Cement Plants	New facility or expansion of existing facility by more than 50 percent	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,…), otherwise, notification only
(14) Wastewater Treatment Facilities	New major conventional treatment facility or expansion of existing facility by more than 50 percent; or community septic treatment facilities exceeding 150,000 gallons per day or serving a development project that meets or exceeds an applicable threshold as identified herein	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)
(15) Petroleum Storage Facilities	Storage greater than 50,000 barrels if within 1,000 feet of any water supply; otherwise, storage capacity greater than 200,000 barrels	50,000 barrels if within 1,000 ft. of water supply	50,000 barrels if within 1,000 ft. of water supply	50,000 barrels if within 1,000 ft. of water supply	50,000 barrels if within 1,000 ft. of water supply

(16) Water Supply Intakes/Public Wells/Reservoirs/ Treatment Facilities	New Facilities	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)

(17) Intermodal Terminals	New Facilities	New facilities	New facilities	New facilities	New facilities
(18) Truck Stops	A new facility with more than three (3) diesel fuel pumps, or containing a half acre of truck parking or 10 truck parking spaces	10 or more diesel fuel pumps or 20 or more truck parking spaces	10 or more diesel fuel pumps or 20 or more truck parking spaces	10 or more diesel fuel pumps or 20 or more truck parking spaces	10 or more diesel fuel pumps or 20 or more truck parking spaces
(19) Correctional/Dete ntion Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips
(20) Any other development types not identified above (includes parking facilities)	1000 parking spaces or, if available, more than 5,000 daily trips generated	1000 spaces or 5,000 daily trips	1000 spaces or 5,000 daily trips	1000 spaces or 5,000 daily trips	1000 spaces or 5,000 daily trips

Attachment L

REZONING FEE STRUCTURE

Acres/Square Footage	**Single-Family Residential** (R-80, R-40, R-30, R-20, R-15, CS)	**Medium/High Density Residential** (RD, RA-5, SC, RM-8, RSL, FST, RM-12, MHPS, MHP)	**Commercial, Industrial, Office** (LRO, NRC, LRC, OI, UVC, PVC, CRC, OMR, OS, PSC, TS, GC, LI, HI)
0 – 5 Acres	$ 500	$ 750	$1,000
5 – 10 Acres	$1,000	$1,500	$2,000
10 – 20 Acres	$1,500	$2,000	$2,500
20 – 100 Acres	$2,000	$2,500	$3,000
100 + Acres	$2,500 + $25 per acre	$3,000 + $25 per acre	$3,500 + $25 per acre
0 to 20,000 sq. ft.		$ 700	$ 900
20,001 to 50,000 sq. ft.		$1,200	$1,500
50,001 to 100,000 sq. ft.		$1,500	$1,800
100,001 to 500,000 sq. ft.		$2,000	$2,200
500, 001 + sq. ft.		$2,000 + $90 per 100,000 sq. ft	$2,200 + $ 115 per 100,000 sq. ft.

NOTE: The **maximum** fee for any rezoning application $10,000. Fees must be paid by credit card or Venmo.

(Effective September 11, 2001) Any single-family residential rezoning application being filed for the sole purpose of changing the zoning classification to reflect the existing lot sizes(s) and/or lot configuration, that proposes no increase in density or additional development activities, will be charged an application fee of $100.00 plus a refundable $300.00 sign bond plus a non-refundable fee of $15.00 per sign issued by Mableton Community Development Staff.

The fee for medium/high density residential, commercial, industrial, or office rezoning applications will be based on the total number of acres being rezoned or the total square footage

of the proposed building(s) on the rezoning site, **whichever fee is greater.**

There is also a **deposit fee of $300.00** for sign(s), which will be refunded if the sign(s) are returned within **thirty (30)** days after the final decision by the Mayor and Council plus a non-refundable fee of $15.00 per sign issued by Mableton Community Development Staff.

City of Mableton
Community Development | Planning and Zoning Division
6116 Mableton Parkway, Suite144
Mableton, GA 30126
(470) 417-4220
www.mableton.gov

PLANNING COMMISSION STAFF REPORT – REZONING APPLICATION

Public Hearing Date: April 2nd, 2026

Case Number: REZ 2026-03

Current Zoning: Neighborhood Retail Commercial (NRC)

Proposed Request: Rezoning from Neighborhood Retail Commercial (NRC) to Residential Senior Living District (RSL) for the purpose of developing a Senior Living Community (Urban Rental Units).

Staff Recommendation: ***DENIAL***.

APPLICANT & PROPERTY INFORMATION

Name: PIVOTAL LLC

Property Address: 0 Stallion Parkway SW

City/State: Mableton

Acreage: 3.48

District: 5, Council member T.J Ferguson

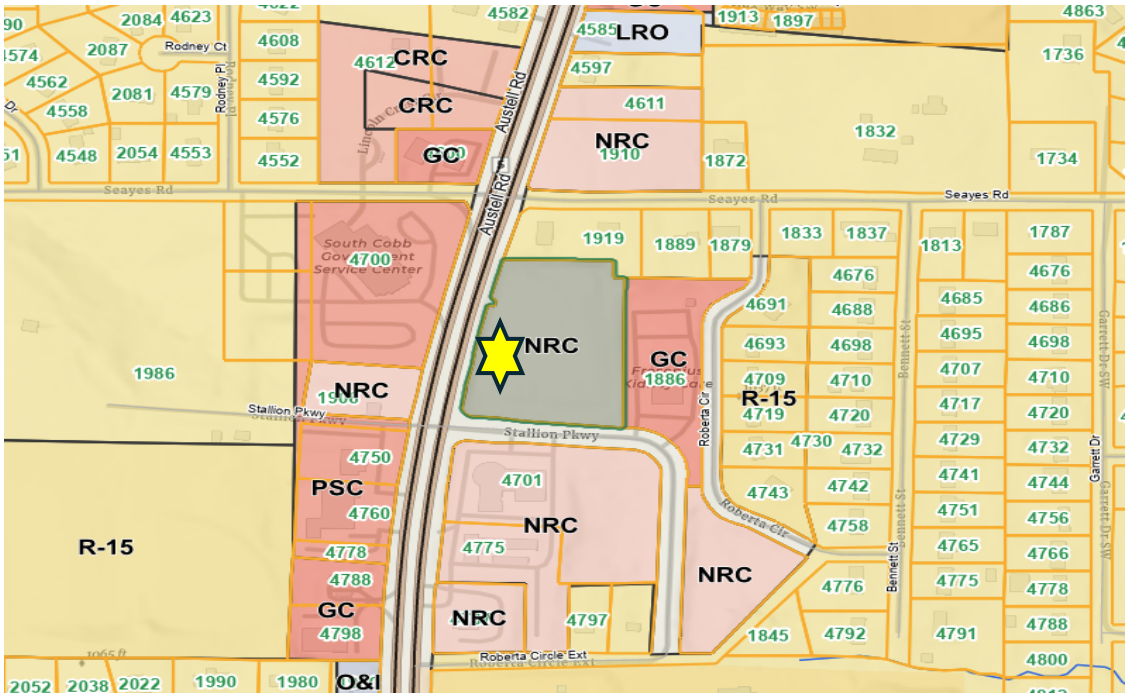
Parcel Identification: 19108000540

Future Land Use: Neighborhood Activity Center, NAC

PURPOSE OF REQUEST

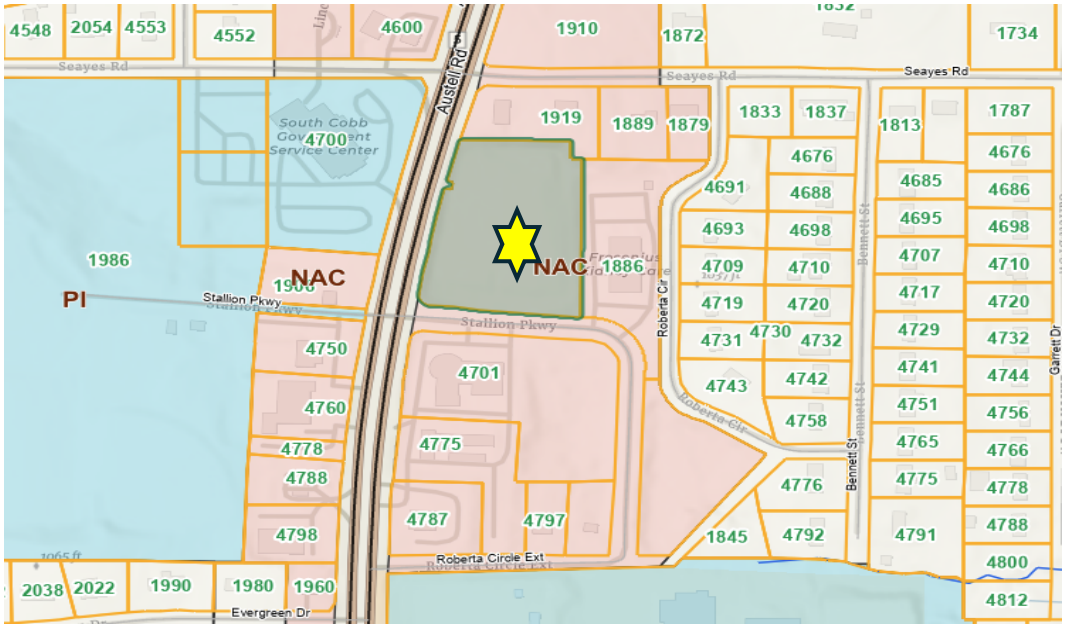
The applicant, Pivotal (represented by Garrett Blackwell), is requesting to rezone the subject property, consisting of 3.48 acres located at the intersection of Stallion Parkway SW and Austell Road, from Neighborhood Retail Commercial (NRC) to Residential Senior Living (RSL). The intent of the application is to develop an approximately 61-unit senior living community consisting of a 3-story multi-family building for Non-Supportive Urban Rental.

ZONING MAP (NRC- Zoning District)



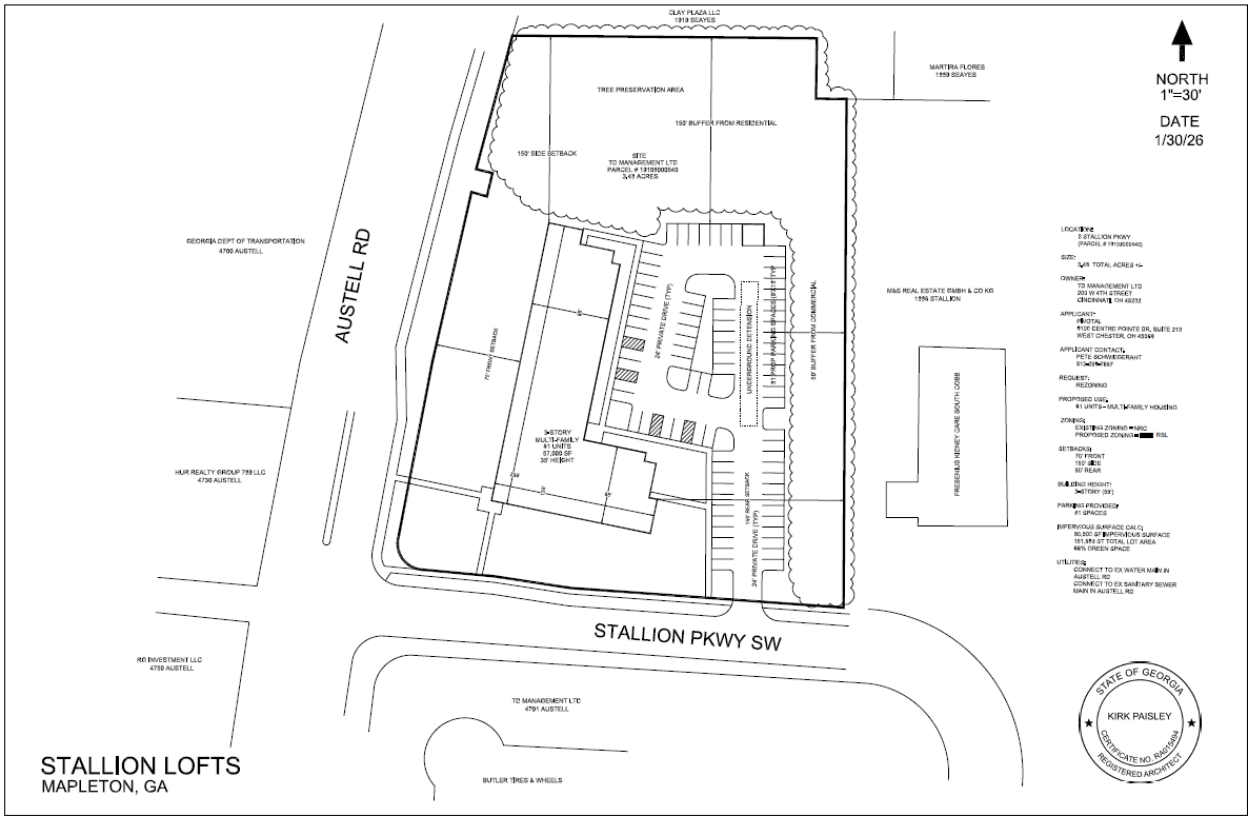
Star: Location of Subject Property

FUTURE LAND USE MAP (Neighborhood Activity Center, NAC)

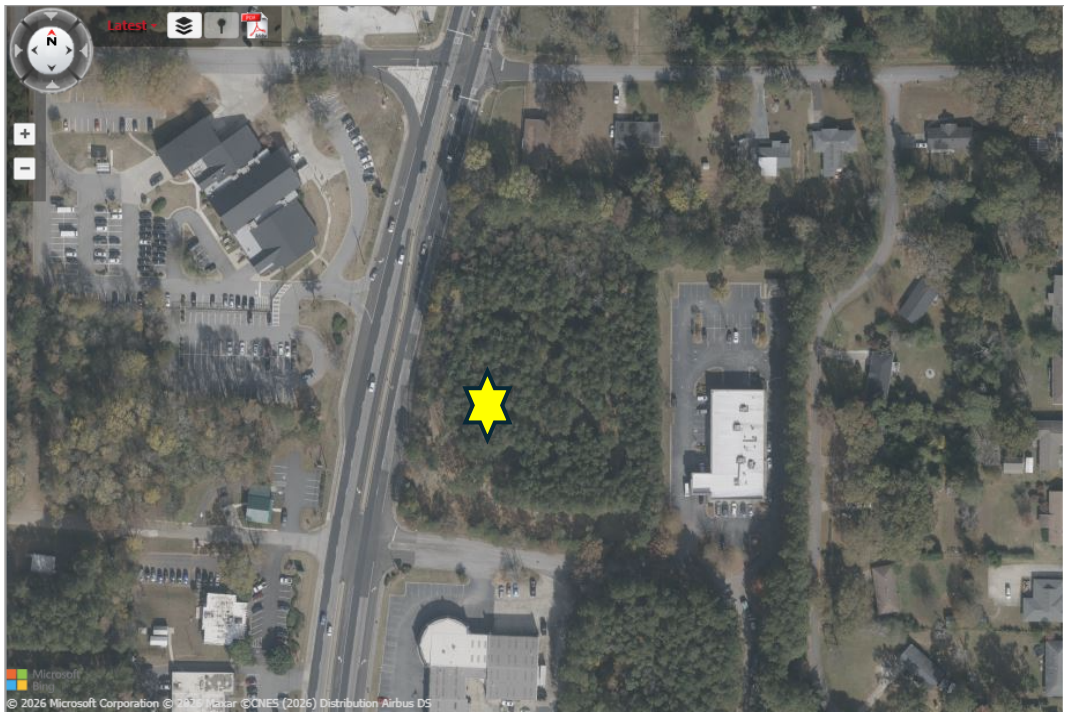


Star: Location of Subject Property

SITE PLAN



AERIAL MAP



Star: Location of Subject Property

SITE ANALYSIS

The property's Future Land Use Map (FLUM) designation is Neighborhood Activity Center (NAC). The Neighborhood Activity Center (NAC) category is intended to provide areas that serve neighborhood residents and businesses. Typical land uses include small offices, limited retail uses, and grocery stores. Per the Mableton Zoning Code, the RSL district is specifically designed to be located within properties delineated as a Neighborhood Activity Center (NAC) or Community Activity Center (CAC)

The subject property is bounded to the north by Single-Family Residential (R-15), to the east by General Commercial (GC), and to the south by Stallion Parkway. The site is currently an undeveloped, wooded parcel. The property fronts Austell Road. While the parcel itself is NRC, surrounding zoning districts within a 1-mile radius feature:

NRC (Neighborhood Retail Commercial) GC (General Commercial) PSC (Planned Shopping Center) O&I (Office & Institutional) and R-15 (Single-Family Districts)

A 3-story multi-family (61 units) garden walk-up building totaling approximately 57,000 square feet. The community is intended for general occupancy by adults aged 55 and older. The site plan confirms connections to existing water and sanitary sewer mains located in Austell Road

The RSL district requires a minimum of 25% affordable units, this application proposes 100% of units as income-restricted to 80% or below the Area Median Income (AMI). The primary

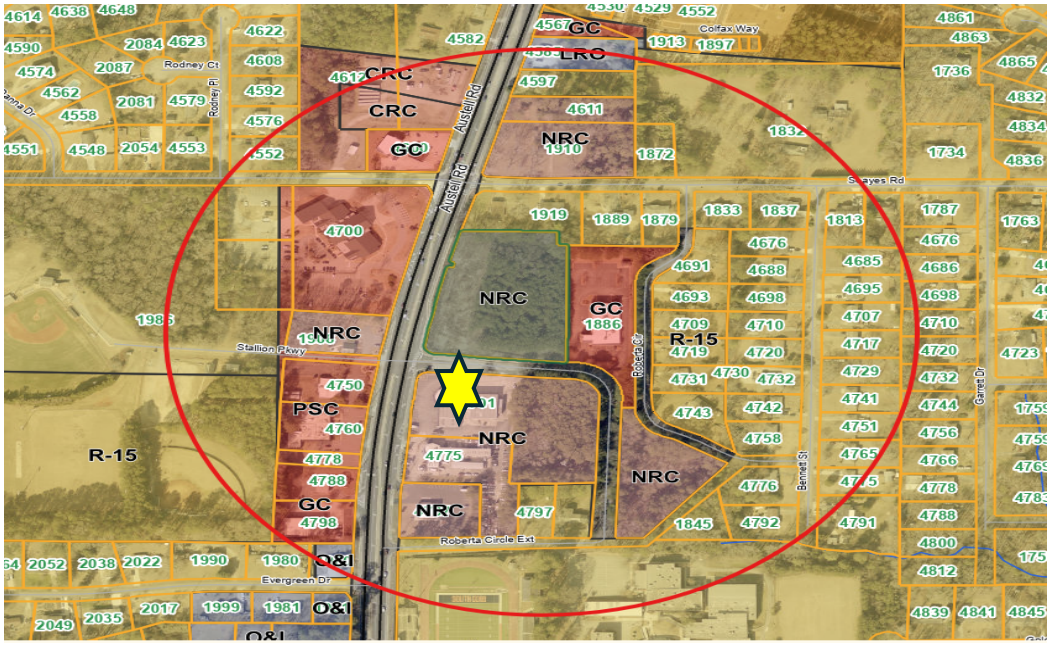
difference between RSL Nonsupportive Residential Units and RSL Nonsupportive Urban Rental Units lies in their physical density and architectural form. Nonsupportive Residential Units are designed for a lower-intensity, suburban feel, consisting of attached or detached dwellings (like quadruplexes or cottages) limited to a maximum height of 35 feet and a density of 5 units per acre. In contrast, Nonsupportive Urban Rental Units are intended for a high-density, "mid-rise" environment, allowing for buildings up to 8 stories tall. Additionally, Urban Rental projects carry a unique social mandate: they must be located in High-Density Residential areas and are required to designate at least 25% of their units as affordable housing.

IV. Site Requirement/ Comparison Table : Urban Rental (Non-supportive)

Feature	**Non-Supportive Requirement (Residential Units)**	**RSL Urban Rental (Non-Supportive) Requirement**	**Current Site Plan Proposal**	**Status**
Min. Tract Size	10 acres (located along arterial/collector roadway)	3 acres (located in High Density Areas per Mableton Interim Comprehensive Plan)	3.48 acres (located in Neighborhood Activity Center per Mableton Interim Comprehensive Plan)	**Meets**
Max Density	5 units per acre, no more than 4 units attached side by side	Not specified (defined by height)	~17.5 units/acre (61 units on 3.48 acres)	**Meets**
Max Height	35 feet	8 stories	3 stories (approx. 46 feet)	**Meets**
Max Impervious	55%	55%	33.4% (50,500 SF of 151,338 SF)	**Meets**
Parking	2 spaces per unit (122 spaces req. for 61 units)	1.25 spaces per unit (77 spaces req. for 61 units)	81 spaces provided	**Meets**
Front Setback	20-foot minimum to any public Right of Way	Not specified in RSL summary	70-foot buffer provided	**N/A**
Side Setback	15 feet (between buildings)	15 feet (between buildings)	157-foot buffer provided	**Meets**
Rear Setback	15 feet (between buildings)	15 feet (between buildings)	50-foot buffer provided	**Meets**
Buffer (Residential)	20-foot minimum	50-foot minimum	150-foot buffer provided	**Meets**
Buffer (Commercial)	30-foot minimum	Not specified in RSL summary	50-foot buffer provided	**Meets**

V. Surrounding Land Use and Context

View of Adjoining Zoning Districts



Star: Location of Subject Property

Boundary	Adjacent Zoning	Adjacent Land Use
West / East	NRC, GC, PSC, O&I, R-15	Mix of commercial properties, and undeveloped wooded land
North/ South	R-15, NRC	Mix of single-family homes, and Commercial zoned properties.

STAFF ANALYSIS

When considering an application to amend the current zoning designation of a property, the Mayor and City Council, the Planning Commission, and the Planning and Zoning Division shall consider the following standards as described in Section 2.03 (3) a-e of the Zoning ordinance:

1. ***Whether the zoning proposal is in conformity with the policy and intent of the land use plans.***

   The proposal is seeking a rezoning to the **RSL Nonsupportive Urban Rental** sub-district. Per Section 3.19(d)(1) of the Mableton Zoning Code, this specific classification carries a mandatory locational requirement: it **"must be located within a high-density residential area"** (HDR) as defined by the Comprehensive Plan. The subject property is currently designated as a **Neighborhood Activity Center (NAC)**. Because the "Urban Rental" model is specifically intended for the city's highest-density residential cores, the application is textually inconsistent with the land use plan and the mandatory locational criteria set forth in the code.

2. ***Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.***

   The introduction of a 61-unit residential block at a density of 17.5 units per acre creates a significant intensity spike compared to the surrounding retail and low-density residential mix. While GC and NRC allow for commercial activity, they are governed by different bulk and height regulations than a mid-rise residential structure. A 3-story, 57,000-square-foot residential building lacks a appropriate transitional "step-down" from the commercial corridor to the single-family homes that also border the site, making the project's massing unsuitable for this specific intersection.

3. ***Whether there are other existing or changing conditions affecting the use and development of the property which gives grounds for either approval or disapproval of the zoning proposal.***

   The surrounding GC and NRC zonings already provide for the commercial and service needs of the Neighborhood Activity Center. Section 3.19(a)(1) of the RSL ordinance notes that these senior-living districts are unique and "shall not be established as a precedent for any other residential or nonresidential district." Granting a high-density residential rezoning on a site surrounded by commercial and low-density residential uses—without the required HDR land-use designation—would undermine the integrity of the Comprehensive Plan and the specific locational criteria intended to prevent high-density "spot zoning.

4. ***Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportations facilities, utilities or schools.***

   Although the project fronts Austell Road (a major thoroughfare), the site plan utilizes Stallion Parkway (a local connector) for primary access. Concentrating the ingress and egress of 61 residential units—including 24-hour service deliveries, staff, and visitors—

onto a local connector road creates a localized bottleneck. This intensification of use on a secondary street, rather than directly on the major thoroughfare, burdens the neighborhood-scale infrastructure of Stallion Parkway and complicates the traffic geometry at the Austell Road intersection.

5. ***Community Impact: Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby properties.***

   .Despite the neighboring commercial zonings, the subject property directly abuts residential lots. The 3-story verticality of the proposed RSL building creates a permanent privacy intrusion that is not present with the typical single-story commercial structures found in NRC or GC districts. The upper-floor units would have direct line-of-sight into the private outdoor spaces of nearby residences. This "looming" effect, combined with the noise and light pollution associated with high-density multi-family living, adversely impacts the usability and quiet enjoyment of the surrounding residential fabric.

6. ***Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.***

   The applicant's choice of the "Nonsupportive" sub-district (Section 3.19(d)) is inherently at odds with its location in a Neighborhood Activity Center. In such centers, the code generally favors the "Supportive" model (Section 3.19(b)), which requires centralized kitchen and dining facilities. By proposing a high-density project without the care-based infrastructure and services required of the Supportive model, the applicant is seeking an intensity of use that is unsupported by the site's NAC designation and the available community support amenities.

Cobb County Water

REZ-2026-003 DEPARTMENT COMMENTS – Cobb County Water

Water comments:

At development: ☒ YES ☐ NO

Fire flow test required: ☒ YES ☐ NO

Size and location of existing water main(s): 6" on Austell Rd

Additional water comments:

Sewer comments:

In the drainage basin: ☒ YES ☐ NO

At development: ☒ YES ☐ NO

Approximate distance to nearest sewer: In Austell Rd and Stallion Pkwy right-of-way

Estimated waste generation (in G.P.D.): Average daily flow = 12,800

Peak flow = 32,000

Treatment plant: South Cobb WRF

Plant capacity: ☒ Yes ☐ NO

Projected plant availability: ☐ 0-5 years ☒ 5-10 years ☐ over 10 years

Off-site easement required: ☐ YES* ☒ NO

Line capacity study required: ☐ YES ☒ NO

Letter of allocation issued: ☐ YES ☒ NO

Septic tank recommended by this department: ☐ YES ☒ NO

Subject to Health Department approval: ☐ YES ☒ NO

*If off-site easements are required, the developer/owner must submit easements to CCWS for review and approval as to form and stipulations prior to the execution of easements by the property owners. All easement acquisitions are the responsibility of the developer/owner.

Additional sewer comments: There is an existing public sewer line on-site that may need to be relocated to avoid conflicting with the building.

Note: These comments only reflect what facilities were in existence at the time of this review. Developer may be required to install/upgrade water mains based on fire flow test results or Fire Department code. This will be addressed in the Plan Review process. The developer/owner will be responsible for connecting to the existing county water and sewer systems, installing and/or upgrading all outfalls & water mains, obtaining onsite and/or offsite easements, and dedication of onsite and/or offsite water and sewer to Cobb County as may be required. Rezoning does not guarantee water/sewer availability or capacity unless so stated in writing by the Cobb County Water System.

Cobb County Stormwater

REZ2026-003 DEPARTMENT COMMENTS – Stormwater Management

2/23/2026

Site Data

1. Address: Unaddressed – NE corner of Stallion Pkwy & Austell Rd. PIN#: 19108000540
2. District: 5
3. Existing Zoning: NRC Existing Allowable Impervious Coverage: 70%
4. Proposed Zoning: RSL Allowable Future Impervious Coverage: 70%

Existing Conditions

Floodplain Information

1. Flood Damage Prevention Designated Flood Hazard: No

Stormwater Information

1. Drainage Basin: Buttermilk Creek Basin
2. State Stream Buffers: No.
3. County Stream Buffer Ordinance: No
4. Impaired Stream: Yes: If the site is within a one-mile radius of an impaired stream additional Erosion Control BMP's per the State's current requirements will be required. It is the Engineer's responsibility to verify Impaired Streams per the State EPD's list.
5. Hotspot: No
6. Wetlands: No
7. Water Intake Zone: No
8. Chattahoochee River Corridor: No
9. Existing Onsite Ponds / Lake: No

Topography Information

1. General site Description: The site consists of a previously graded but undeveloped lot which is primarily wooded. Runoff drains to the south and under Stallion Pkwy.

Project Design Comments and Recommendations

1. Recommend a pre-design concept meeting with Cobb County Stormwater Management Division. At the time of the Concept Meeting a proposed concept stormwater management plan shall be presented.

2. Future improvements to the site which create, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves other land disturbing activity of one acre or more, requires an updated stormwater management facility that may require runoff reduction, water quality, and detention per the Georgia Stormwater Management Manual (GSMM).

Cobb County Fire Department

REZ2026-003 DEPARTMENT COMMENTS – Fire Department

03/16/26

The proposed zoning case must address the comments listed below by prescriptive code or equivalency, as approved by the Cobb County Fire Marshal's Office

Approval will be based on Professional Engineer-stamped plans that signify overall plan conformance to all Georgia State and Cobb County Codes. Design Professional and Developer maintain the sole responsibility for the design and for correcting all errors, omissions, problems, and code violations (if any) exposed during construction AFTER authorization by Cobb County.

IFC 510- EMERGENCY RESPONDER RADIO COVERAGE:
New buildings are required to provide radio coverage for emergency responders per the International Fire Code. Testing is required by a third party and when deemed necessary amplification systems are required before the building will be issued a certificate of occupancy. This serves as an early notification to owners and developers for budgeting purposes.

FIRE DEPARTMENT ACCESS:
Fire apparatus access roads shall extend to within 150 feet of all portions of the facility or any portion of the exterior wall of the first floor (State Modifications IFC 503.1 2024 Edition and Cobb County Development Standards 402.11).

All access roads shall meet the American Association of State and Highway Transportation Officials (AASHTO) design manual live load standard HS20 (75,000 lbs.) with an unobstructed width of not less than 20 feet, 35 foot inside radius, 50 foot outside turning radius and unobstructed vertical clearance of not less than 13 feet 6 inches. (Cobb County Development Standards 402.11)

Maximum slope of the access road in reference to the apparatus is 10% Front to Back and 5% Side to Side. Maximum grade of roadways leading to Fire Access roads refer to the Cobb County Development Standard Section 400: 14% for Non-Residential. Maximum angle of departure is 8.5%.

Aerial apparatus access shall be required for all structures over 30 feet in height measured from the lowest level of fire department access to the ceiling height of the highest occupied floor level.

- Aerial fire apparatus access roads shall have a minimum width of 26 feet
- Aerial fire apparatus access roads shall be at least 15 feet but no more than 30 ft from the structure
- Aerial fire apparatus access roads shall be positioned parallel to one entire side of the building.
- No overhead utility and power lines shall be located within the aerial fire apparatus access. (IFC Appendix D105)

Cobb County Department of Transportation

MREZ2026-003 DEPARTMENT COMMENTS – DOT

Roadway	Roadway classification	Speed limit (mph)	Jurisdictional control	Min. R.O.W. requirements
Austell Road/ SR-5	Arterial	45	GDOT	110'
Stallion Parkway	Local	25	Cobb County	50'

Roadway	Location	Average daily trips (vpd)	Level of service
Austell Road/ SR-5	North of Seayes Road	39,000	F
Stallion Parkway	NA	NA	NA

vpd = vehicles per day

ITE Land Use	Description	Expected Size	AM			PM			Daily (vpd)
			In (vph)	Out (vph)	Total (vph)	In (vph)	Out (vph)	Total (vph)	
252	Senior Adult Housing-Multifamily	61 Dwelling Units	4	8	12	9	7	16	198

vph = vehicles per hour;

Development gross trip generation based on available development size and rates from the Institute of Transportation Engineers (ITE) Trip Generation, 11th edition and on site-specific data as provided by applicant.

Comments and observations

Austell Road/ SR-5 is classified as an arterial roadway and according to the available information, the existing right-of-way does meet the minimum requirements for this classification.

Stallion Parkway is classified as a local roadway and according to the available information, the existing right-of-way does meet the minimum requirements for this classification.

In accordance with Cobb County Code 134-121 and based on site plan dated January 30, 2026, this development does not require a traffic impact study.

Recommendations

THE RECOMMENDATIONS BELOW SHALL BECOME STIPULATED REQUIREMENTS UPON INCLUSION WITH AND APPROVAL BY THE CITY OF MABLETON OF THIS APPLICATION:

1. Recommend constructing proposed driveway on Stallion Parkway to commercial standards. This recommendation is pursuant to Cobb County Development Standard 402.8, Non-Residential Driveways and Cobb County Development Standard Detail 116, Commercial Driveway Requirements.

2. Recommend extending driveway uninterrupted access to a minimum of 50' from the edge of right-of-way per Development Standard 402.08.

Staff recommends **Denial** of the rezoning request from NRC to the RSL Zoning District. Based on staff analysis, the proposed rezoning application is not generally consistent with the Neighborhood Activity Center (NAC) future land use designation. If the Planning Commission choose to approved the request, then staff recommends to approved with the following stipulations.

Proposed Conditions of Approval

To ensure the project proceeds as described in the application, staff recommend the following conditions:

1. The zoning shall revert to the original NRC classification if the applicant does not receive the necessary tax credit awards for the development.
2. The community must remain strictly age-restricted for residents aged 55 and older.
3. The applicant shall maintain 100% of the units as income-restricted housing as proposed (at or below 80% Area Median Income).
4. The Applicant shall submit detailed building elevations to Community Development Staff for review of material quality, massing, and residential compatibility. Final approval of all exterior designs and materials must be granted by the Director of Community Development prior to the issuance of a Land Disturbance Permit (LDP) or Building Permit.
5. The proposed density capacity shall not exceed 61 units, as submitted.
6. Development must strictly adhere to the submitted site plan, including the 33.4% impervious surface limit and provided parking.
7. Parking lot to be stripped and paved to Cobb County Design Standards as adopted by the City of Mableton.
8. The development must incorporate applicable accessibility and "easy living" standards to include bathrooms with ample maneuvering space, ample interior door widths; and stepless entrances at all doors and elevators on the property.
9. Subject to all Fire Department comments and recommendations.
10. Subject to all Water and Sewer Division comments and recommendations.
11. Subject to all Stormwater Management Division comments and recommendations.
12. Subject to all Cobb DOT comments and recommendations.

May 7th, 2026

City of Mableton
Mayor City Council
1400 Veterans Memorial Highway SE, Suite 134-200
Mableton, GA 30126

Re: REZ2026-003 - Pivotal Response to Questions from April 22nd Zoning Meeting

Mayor Owens and Members of Mableton City Council,

The intent of this letter is to address the questions that arose from Mableton citizens who attended the zoning meeting that occurred April 22nd, 2026 regarding Pivotal Housing Partner's potential Stallion Lofts senior living development.

Question 1: What are the rents?

Stallion Lofts will consist of fifty-one (51) 1BRs with estimated rents ranging from $1,004/month to $1,268/month and averaging $1,136/month. There will also be three (3) 2BRs with estimated rents ranging from $1,198/month to $1,505/month and averaging $1,386/month. The rents are based on HUD and will be at 50%, 60%, and 70% area median income (AMI) levels, averaging to ~58% AMI overall.

Wisteria Place Mableton is the most comparable affordable independent senior living project and it is 100% full.

Question 2: How many stories will Stallion Lofts consist of?

It is preferred that Stallion Lofts be a 4-story building with 4-stories of residential living under a gable roof (~55' in total height). Our reasons for this preference are: (1) the building's finish floor elevation will be ~8' below the grade of the street, so the building would appear close to the same height as a 3-story building if the finish floor elevation were at the same grade as the street; and (2) a 4-story building would allow for more green space, amenities, and/or parking. Alternatively, if desired, we can do a 4-story building with a flat roof and agree that we will not exceed 45' in total height.

Although it is our preference to do a 4-story building, we would accept as a condition a 3-story building requirement.

Question 3: Will there be washers and dryers in units?

Yes, every unit will have a washer and dryer.

Question 4: How is trash disposal handled?

Each floor will have a trash room with a trash chute that funnels into trash bins on the bottom floor. The trash bins are picked up on a schedule by a trash service vendor periodically throughout the week. We make sure that the bins are picked up frequently enough so that the chutes do not get backed up and the trash rooms on each floor stay empty.

Question 5: Is there enough parking?

The development will comply with the required parking ratio of 1.25 spaces/unit (at least 68 spaces for a 54-unit development), which we believe is more than enough based on experience with our other 2,500 units in our portfolio. Notably, we conducted a parking study for a project in Ohio (attached) where we surveyed 3 similar properties. The three comparable properties average 0.71 spaces/unit versus our requested 1.25 spaces/unit.

We appreciate the thoughtful questions from Mableton residents and City Council and are committed to delivering a high-quality, well-managed senior living community that meets a critical local need for affordable, independent housing for seniors.

Pivotal Housing Partners is dedicated to being a responsible neighbor and long-term steward of this property. We welcome the opportunity to address any additional questions and look forward to working with the City of Mableton to bring this much-needed senior housing project to fruition.
Thank you again for your time and consideration.

Sincerely,

Charlie Pendergraft
Vice President of Development
Charles.pendergraft@pivotal-hp.com
832-594-7437

PARKING DEMAND ANALYSIS

Stallion Lofts

Justification for Requested 1.25 Spaces Per Unit Parking Ratio

Subject Property: **Stallion Pkwy, Austell, GA 30106**

Supported by comparable senior community parking data

PIVOTAL

Executive Summary

Stallion Lofts is a 54-unit, age-restricted (55+) senior community. This analysis compares the project's requested parking ratio of 1.25 spaces per unit to three operational sister communities with identical financing, income qualifications, and age restrictions — all of which demonstrate substantially lower real-world parking demand.

54

Units

UNITS PROPOSED

1.25

spaces / unit

REQUESTED RATIO

0.71

spaces / unit

AVG. COMPARABLE DEMAND

80+

Years

PROJECTED AVG. RESIDENT AGE

The 1.25 ratio remains roughly 75% above the average demand demonstrated at every comparable property.

Stallion Lofts

LOCATION

Stallion Parkway

Austell, GA 30106

Parcel ID: 19108000540

PROJECT TYPE

Age-Restricted Senior Community (55+)

LIHTC-financed, income-qualified housing

PROJECTED RESIDENT PROFILE

Average age 80+

Fewer than 1.1 residents per unit

Consistent with comparable properties

Proposed Parking Plan

The site will have at least 68 total parking spaces to serve the 54-unit building. That ratio — 1.25 spaces per unit — provides a comfortable buffer above real-world demand observed across Pivotal's operational properties.

68
Total Spaces Provided

3
ADA / Handicap Spaces

1.25
Spaces per Unit

The Question

Is a 1.25 spaces-per-unit ratio adequate — and supported by evidence — for a 55+ senior community like Stallion Lofts?

Comparable Properties Approach

Parking demand at Stallion Lofts was estimated using actual operating data from three sister properties managed by Pivotal. Each comparable shares the key characteristics that drive parking behavior:

01

Age Restriction

All properties restricted to households age 55+, matching Stallion Lofts.

02

Financing Structure

Identical LIHTC financing and income qualifications across all four properties.

03

Resident Profile

Comparable average ages (79–81) and household sizes (<1.1 residents/unit).

04

Operator

All properties are managed on-site by Pivotal, yielding consistent operational data.

Three Comparable Properties Analyzed

Harbor Town Senior Residence

Perrysburg, OH • 69 units

Oregon Senior Lofts

Oregon, OH • 81 units

Secor Senior Lofts 1 & 2

Toledo, OH • 108 units

Harbor Town Senior Residence

7120 Lighthouse Way, Perrysburg, Ohio

OBSERVED PARKING DEMAND

0.79

spaces per unit (typical day-to-day)

55 spaces

Typical day-to-day parking load

69 units

Property Characteristics

AVERAGE RESIDENT AGE

80+ years

HOUSEHOLD OCCUPANCY

Less than 1.1 residents per unit

ESTIMATED DRIVERS

60% – 70% of residents drive/own a car

TYPICAL DAILY LOAD

55 of 69 units worth of spaces in use

Oregon Senior Lofts

4436 Navarre Avenue, Oregon, Ohio

OBSERVED PARKING DEMAND

0.68

spaces per unit (typical day-to-day)

55 spaces

Typical day-to-day parking load

81 units

Property Characteristics

AVERAGE RESIDENT AGE

79+ years

HOUSEHOLD OCCUPANCY

Less than 1.1 residents per unit

ESTIMATED DRIVERS

60% – 70% of residents drive/own a car

TYPICAL DAILY LOAD

55 of 81 units worth of spaces in use

Secor Senior Lofts 1 & 2

3839 Secor Road, Toledo, Ohio

OBSERVED PARKING DEMAND

0.65

spaces per unit (typical day-to-day)

70 spaces

Typical day-to-day parking load

108 units

Property Characteristics

AVERAGE RESIDENT AGE

81+ years (oldest of the comparables)

HOUSEHOLD OCCUPANCY

Less than 1.1 residents per unit

ESTIMATED DRIVERS

60% – 70% of residents drive/own a car

TYPICAL DAILY LOAD

70 of 108 units worth of spaces in use

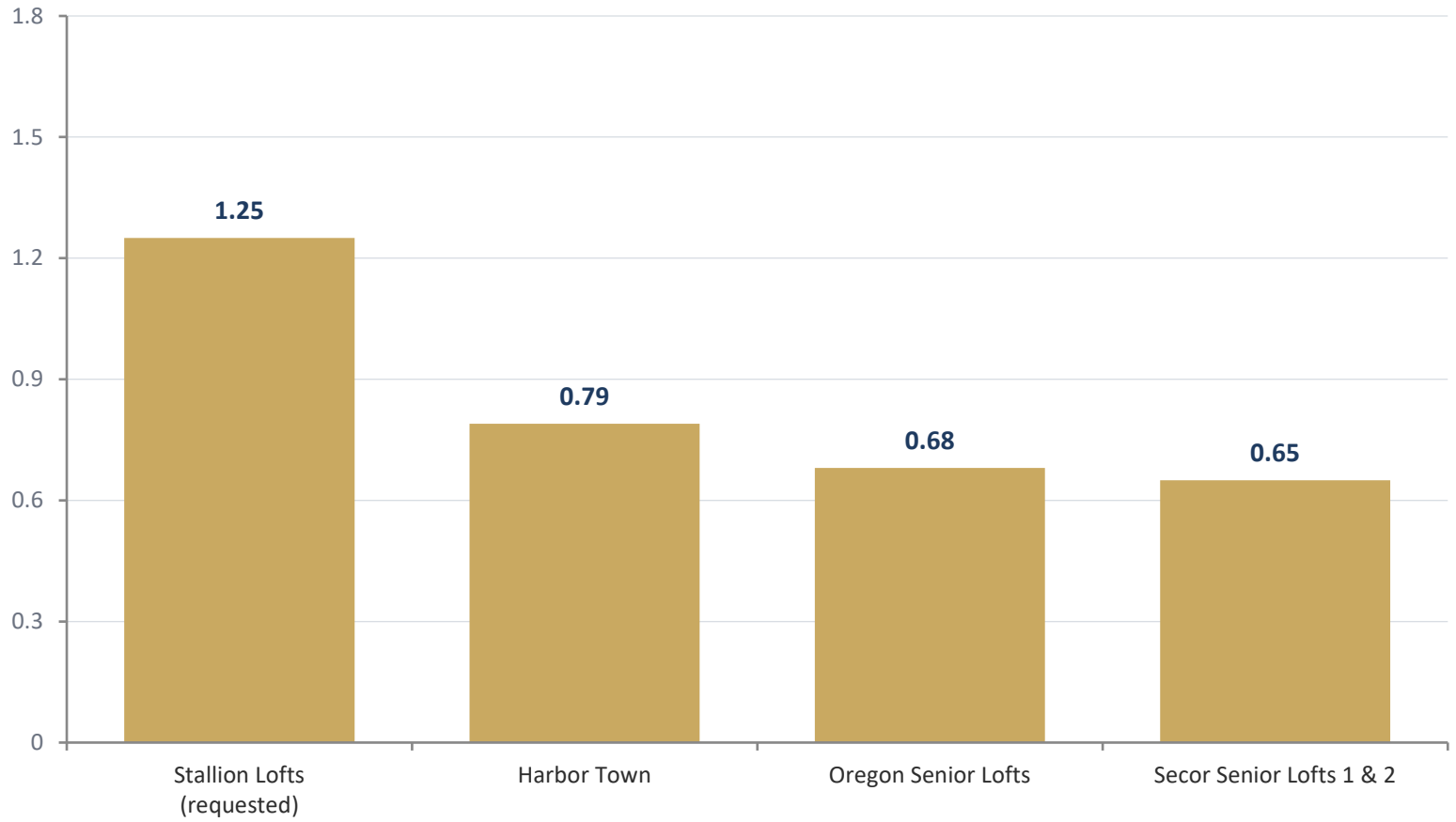
Comparison of All Four Properties

Metric	Stallion Lofts	Harbor Town	Oregon Senior Lofts	Secor Senior Lofts 1 & 2
Location	**Mableton, GA**	Perrysburg, OH	Oregon, OH	Toledo, OH
Total Units	**54**	69	81	108
Age Restriction	**55+**	55+	55+	55+
Average Resident Age	**80+ (projected)**	80+	79+	81+
Residents per Unit	**< 1.1**	< 1.1	< 1.1	< 1.1
% Residents Driving	**~60–70%**	60–70%	60–70%	60–70%
Day-to-Day Parking Load	**—**	55 spaces	55 spaces	70 spaces
Parking Demand per Unit	**1.25 (requested)**	**0.79**	**0.68**	**0.65**

The three comparables — all operating projects with identical design and financing — average just 0.71 spaces per unit. Stallion's 1.25 ratio still sits ~75% above that observed demand.

Requested Ratio vs. Observed Demand

The chart below puts Stallion's requested parking ratio in direct context with what each sister community actually needs on a typical day.



KEY TAKEAWAY

1.8×

The proposed 1.25 ratio is nearly 1.8 times the average demand observed at comparable operating senior properties.

Average comparable demand: 0.71 spaces/unit

Harbor Town — Observed Peak Occupancy

On-site parking occupancy was physically counted on five separate peak-time visits at Harbor Town Senior Residence. Across all observations, occupied spaces never exceeded 47 — well below the property's supply and the day-to-day estimate of 55.

Aug 23	Aug 28	Aug 29	Sept 8	Sept 15
8:00 AM	*8:00 AM*	*8:00 PM*	*5:00 PM*	*8:00 AM*
42	**40**	**47**	**41**	**40**
spaces occupied	spaces occupied	spaces occupied	spaces occupied	spaces occupied

42
Average spaces occupied

47
Peak observed (Aug 29, 8 PM)

< 0.68
Effective ratio per unit at peak

1.25 Spaces per Unit is *More Than Adequate*

1

Consistent Demand Profile

Across all three comparable 55+ properties, observed parking demand ranges from 0.65 to 0.79 spaces per unit — a tight, consistent pattern. Stallion Lofts shares the exact age restrictions, financing, and resident profile that drive this demand.

2

Substantial Buffer Above Demand

Stallion's requested 1.25 spaces per unit (68 total spaces) provides roughly 75% more capacity than the demand observed at comparable senior communities. The site can scale to 82 spaces (1.52 ratio) if required, though the comparable data shows that buffer is unnecessary.

3

Evidence from Direct Observation

Five separate peak-time occupancy counts at Harbor Town confirmed maximum observed use of 47 spaces — consistent with the <1.1 residents-per-unit and 60–70% driver assumptions used to estimate Stallion's demand.

STATE OF GEORGIA **ORD 2026-XX-XX**
COBB COUNTY
CITY OF MABLETON

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF MABLETON, GEORGIA BY REZONING A CERTAIN PARCEL OF REAL PROPERTY LOCATED AT 0 STALLION PARKWAY SW, MABLETON, GEORGIA (COBB COUNTY PIN 19108000540); TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED BY LAW.

WHEREAS, the governing authority of the City of Mableton, Georgia (the "City") are the Mayor and Council thereof; and

WHEREAS, the governing authority is authorized by its Charter and state law to regulate zoning within the limits of the City; and

WHEREAS, the subject parcel of real property consists of approximately 3.48 acres, located at 0 Stallion Parkway SW, Land Lots 1080 and 1081, District 19th, according to the present system of numbering property in Mableton, Cobb County, Georgia (Cobb County Tax Parcel Identification Number: 19108000540) (the "Property"); and

WHEREAS, the Property is currently zoned as NRC - Neighborhood Retail Commercial; and

WHEREAS, the owner/applicant, PIVOTAL LLC, filed an application requesting the governing authority to rezone the Property to RSL - Residential Senior Living District with the intention for the applicant to develop the parcel to allow the development of a 61-unit senior living community; and

WHEREAS, the City has complied with the notice and hearing requirements pursuant to O.C.G.A. § 36-66-1 et seq.; and

WHEREAS, the Mayor and Council have determined that the rezoning of the Property to RSL, subject to specific stipulations, is in the best interest of the health, safety, and welfare of the citizens of Mableton;

NOW THEREFORE, be it and it is hereby resolved by the Mayor and Council of the City of Mableton:

Section 1. Those certain parcels of real property consisting of approximately 3.48 acres located at 0 Stallion Parkway SW, Land Lots 1080 and 1081, District 19th according to the present system of numbering property in Mableton, Cobb County, Georgia (Cobb County Tax Parcel Identification Number: 19108000540) are hereby rezoned from NRC – Neighborhood Retail Commercial to RSL – Residential Senior Living District with the intention for the applicant to develop the parcel for a 61-unit senior living community. Such rezoning is to be noted on the official City of Mableton Zoning Map approved by the Mayor and Council as soon as reasonably possible following adoption of this Ordinance along with an editorial note on the official City of Mableton Zoning Map specifying the parcel affected by this Ordinance and the date of adoption of this Ordinance. Until this rezoning is indicated on the official City of Mableton Zoning Map, this Ordinance and Exhibit A shall govern over the official City of Mableton Zoning Map to the extent of any discrepancy between this Ordinance and the official City of Mableton Zoning Map.

Section 2. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

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

Section 3. The rezoning of the Property as provided in Section 1 is subject to the conditions and stipulations set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. This Ordinance shall become effective immediately upon its adoption by the Mayor and Council.

Section 6. It is the intention of the governing body, and it is hereby resolved that the provisions of this Ordinance shall be enforceable under the authority of the City as permitted in its Charter and Ordinances.

Section 7. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

SO ORDAINED, this _____ day of _____, 2026.

CITY OF MABLETON, GEORGIA

_____
Michael Owens, Mayor

ATTEST:

_____
Susan Hiott, City Clerk

APPROVED AS TO FORM:

_____
Emilia Walker-Ashby, Interim City Attorney

EXHIBIT A

STIPULATIONS AND CONDITIONS OF APPROVAL
CASE NO: REZ 2026-03
APPLICANT: PIVOTAL LLC
PROPERTY: 0 STALLION PARKWAY SW (PIN 19108000540)

The approval of this rezoning from NRC to RSL is subject to the following conditions:

1. Reversionary Clause: The zoning shall revert to the original NRC classification if the applicant does not receive the necessary tax credit awards for the development within two years of approval.
2. Age Restriction: The community must remain strictly age-restricted for residents aged 55 and older.
3. Income Restriction: The applicant shall maintain 100 percent of the units as income-restricted housing as proposed (at or below 80 percent Area Median Income).
4. Density and Site Plan: The proposed density shall not exceed 61 units. Development must strictly adhere to the submitted site plan, including the 33.4 percent impervious surface limit and provided parking capacity, except where revisions are required to meet the Austell Road design standards, subject to final approval by the Community Development Director.
5. Design Review: The Applicant shall submit revised building elevations (to include gable roofing), and a revised site plan incorporating specific outdoor amenities—including a picnic shelter, community garden, walking trail, covered porch, and a sun deck with grill—to Community Development Staff. Staff shall review these for material quality, massing, residential compatibility, and compliance with the Austell Road Design Guidelines. Final approval of all exterior designs and materials must be granted by the Director of Community Development prior to the issuance of a Land Disturbance Permit (LDP) or Building Permit.

The building is limited to a maximum of 4 stories, subject to the compatibility review referenced above.

6. Accessibility Standards: The development must incorporate applicable accessibility and easy living standards, including bathrooms with ample maneuvering space, ample interior door widths, and stepless entrances at all doors and elevators on the property.
7. Infrastructure and Parking: All parking lots are to be striped and paved to Cobb County Design Standards as adopted by the City of Mableton.
8. Agency Compliance: The development is subject to all comments and recommendations from the following departments:

   - Cobb County Fire Department.
   - Cobb County Water and Sewer Division.
   - Cobb County Stormwater Management Division.
   - Cobb County Department of Transportation (DOT).

STATE OF GEORGIA
COBB COUNTY
CITY OF MABLETON

ORD 2026-05-03

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF MABLETON, GEORGIA BY REZONING A CERTAIN PARCEL OF REAL PROPERTY LOCATED AT 0 STALLION PARKWAY SW, MABLETON, GEORGIA (COBB COUNTY PIN 19108000540); TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED BY LAW.

WHEREAS, the governing authority of the City of Mableton, Georgia (the "City") are the Mayor and Council thereof; and

WHEREAS, the governing authority is authorized by its Charter and state law to regulate zoning within the limits of the City; and

WHEREAS, the subject parcel of real property consists of approximately 3.48 acres, located at 0 Stallion Parkway SW, Land Lots 1080 and 1081, District 19th, according to the present system of numbering property in Mableton, Cobb County, Georgia (Cobb County Tax Parcel Identification Number: 19108000540) (the "Property"); and

WHEREAS, the Property is currently zoned as NRC - Neighborhood Retail Commercial; and

WHEREAS, the owner/applicant, PIVOTAL LLC, filed an application requesting the governing authority to rezone the Property to RSL - Residential Senior Living District with the intention for the applicant to develop the parcel to allow the development of a 61-unit senior living community; and

WHEREAS, the City has complied with the notice and hearing requirements pursuant to O.C.G.A. § 36-66-1 et seq.; and

WHEREAS, the Mayor and Council have determined that the rezoning of the Property to RSL, subject to specific stipulations, is in the best interest of the health, safety, and welfare of the citizens of Mableton;

NOW THEREFORE, be it and it is hereby resolved by the Mayor and Council of the City of Mableton:

Section 1. Those certain parcels of real property consisting of approximately 3.48 acres located at 0 Stallion Parkway SW, Land Lots 1080 and 1081, District 19th according to the present system of numbering property in Mableton, Cobb County, Georgia (Cobb County Tax Parcel Identification Number: 19108000540) are hereby rezoned from NRC – Neighborhood Retail Commercial to RSL – Residential Senior Living District with the intention for the applicant to develop the parcel for a 61-unit senior living community. Such rezoning is to be noted on the official City of Mableton Zoning Map approved by the Mayor and Council as soon as reasonably possible following adoption of this Ordinance along with an editorial note on the official City of Mableton Zoning Map specifying the parcel affected by this Ordinance and the date of adoption of this Ordinance. Until this rezoning is indicated on the official City of Mableton Zoning Map, this Ordinance and Exhibit A shall govern over the official City of Mableton Zoning Map to the extent of any discrepancy between this Ordinance and the official City of Mableton Zoning Map.

Section 2. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

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

Section 3. The rezoning of the Property as provided in Section 1 is subject to the conditions and stipulations set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. This Ordinance shall become effective immediately upon its adoption by the Mayor and Council.

Section 6. It is the intention of the governing body, and it is hereby resolved that the provisions of this Ordinance shall be enforceable under the authority of the City as permitted in its Charter and Ordinances.

Section 7. The City Clerk, with the concurrence of the City Attorney, is authorized to correct any scrivener's errors found in this Ordinance, including its exhibits, as enacted.

SO ORDAINED, this 13th **day of** May, **2026.**

CITY OF MABLETON, GEORGIA

Michael Owens, Mayor

ATTEST:

Susan Hiott, City Clerk

City Of Mableton Incorporated 2022 Georgia

APPROVED AS TO FORM:

Emilia Walker-Ashby, ~~Interim~~ City Attorney
EGW

EXHIBIT A

STIPULATIONS AND CONDITIONS OF APPROVAL
CASE NO: REZ 2026-03
APPLICANT: PIVOTAL LLC
PROPERTY: 0 STALLION PARKWAY SW (PIN 19108000540)

The approval of this rezoning from NRC to RSL is subject to the following conditions:

1. Reversionary Clause: The zoning shall revert to the original NRC classification if the applicant does not receive the necessary tax credit awards for the development within two years of approval.
2. Age Restriction: The community must remain strictly age-restricted for residents aged 55 and older.
3. Income Restriction: The applicant shall maintain 100 percent of the units as income-restricted housing as proposed (at or below 80 percent Area Median Income).
4. Density and Site Plan: The proposed density shall not exceed 61 units. Development must strictly adhere to the submitted site plan, including the 33.4 percent impervious surface limit and provided parking capacity, except where revisions are required to meet the Austell Road design standards, subject to final approval by the Community Development Director.
5. Design Review: The Applicant shall submit revised building elevations (to include gable roofing), and a revised site plan incorporating specific outdoor amenities—including a picnic shelter, community garden, walking trail, covered porch, and a sun deck with grill—to Community Development Staff. Staff shall review these for material quality, massing, residential compatibility, and compliance with the Austell Road Design Guidelines. Final approval of all exterior designs and materials must be granted by the Director of Community Development prior to the issuance of a Land Disturbance Permit (LDP) or Building Permit.

The building shall be 4 stories to allow additional on site parking, subject to the compatibility review referenced above.

6. Accessibility Standards: The development must incorporate applicable accessibility and easy living standards, including bathrooms with ample maneuvering space, ample interior door widths, and stepless entrances at all doors and elevators on the property.
7. Infrastructure and Parking: All parking lots are to be striped and paved to Cobb County Design Standards as adopted by the City of Mableton.
8. Agency Compliance: The development is subject to all comments and recommendations from the following departments:

   - Cobb County Fire Department.
   - Cobb County Water and Sewer Division.
   - Cobb County Stormwater Management Division.
   - Cobb County Department of Transportation (DOT).

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Second Read - An Ordinance Updating Chapter 12, Solid Waste Management, of the City of Mableton Code of Ordinances, Establishing a Keep Mableton Beautiful Commission and for Other Lawful Purposes - Emily Ryan, Sustainability, Greenspace, and Beautification Director

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. Keep Mableton Beautiful Ordinance Rev. 5.3.26
2. Keep Mableton Beautiful Bylaws Rev. 5.3.26 (attachment to KMB ordinance)

STATE OF GEORGIA **ORD 2026-**
COBB COUNTY
CITY OF MABLETON

AN ORDINANCE UPDATING CHAPTER 12, SOLID WASTE MANAGEMENT, OF THE CITY OF MABLETON CODE OF ORDINANCES, ESTABLISHING A KEEP MABLETON BEAUTIFUL COMMISSION 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, Keep America Beautiful, Inc. is a national nonprofit organization dedicated to preserving the environment by empowering individuals to take greater responsibility for their protection and enhancement of their local communities;

WHEREAS, Keep America Beautiful, Inc. maintains a network of over 700 affiliates to effect positive, long-lasting, meaningful change to end littering, improve recycling and beautify America's communities;

WHEREAS, the City Council desires through this Ordinance to create the Keep Mableton Beautiful Commission to serve as an affiliate to Keep America Beautiful, Inc.; 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 residents.

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

Section 1: Chapter 12, Solid Waste Management, of the City Code of Ordinances is hereby amended to add a new Article 7, Keep Mableton Beautiful, which shall read as follows:

CHAPTER 12 – SOLID WASTE MANAGEMENT
…
ARTICLE 7 - KEEP MABLETON BEAUTIFUL

Sec. 12.7.1 – Creation & purpose.

A city board to be known as "Keep Mableton Beautiful" and/or "KMB" is hereby created for the purpose of assisting the city council in establishing a citywide policy for improving the city through environmental education and efforts in beautification, litter prevention, waste reduction, and recycling.

Sec. 12.7.2 – Function and affiliation.

In fulfilling its functions and obligations, KMB shall:

(a) Maintain affiliation with the national Keep America Beautiful, Inc., organization to voluntarily work to improve the physical and visual landscape, primarily through beautification, recycling, litter prevention, waste reduction, and cleanup efforts throughout the city;
(b) Conduct a continuing education and awareness program regarding litter, recycling and the proper handling of solid waste within the city;
(c) Develop new programs which will result in the sustained reduction of litter throughout the city;
(d) Encourage stricter litter enforcement in the city;
(e) Review and recommend, where appropriate, legislative change regarding solid waste management and litter enforcement in the city;
(f) Encourage and undertake beautification projects which involve placing, planting, and preserving trees, flowers, shrubs and ornamental objects throughout the city;
(g) Solicit and accept tax-deductible donations and appropriations of money, services, products, property, and facilities, pursuant to Section 170 of the United States Code of Laws, as a governmental entity, for use by the committee in the city; and
(h) Provide annual operation and management reports to the mayor, city council, city manager, or his/her designee, upon request.

Sec. 12.7.3 - Membership and organization.

(a) *Board membe*r *appointments*. KMB shall consist of nine board members with interest and/or experience in community beautification, recycling, litter prevention, waste reduction and/or cleanup efforts. One member shall be appointed by each member of the city council and two members by the city manager. All appointees shall be subject to confirmation by the city council, prior to such member formally serving as a KMB board member. Board members appointed by the mayor or city manager shall reside or work anywhere within the City's corporate limits. Board members appointed by a councilmember shall reside or work within such councilmember's district. A board members failure to maintain work and/or residency requirements under this paragraph shall result in their automatic resignation from KMB. Any board member planning on relocating outside the city, for mayor and city manager appointees, or outside their appointed district, for council appointees, shall notify the city clerk and their appointing official in advance of their relocation.

(b) *Term*. Board members shall serve concurrently with their appointing council member's term of office, and until a successor is appointed. Board members appointed by the city manager shall serve two-year terms, and until a successor is appointed. Board members may be reappointed to successive terms without limitation.

(c) *Vacancy*. Any vacancy in the membership of the commission shall be filled for the remainder of the unexpired term, in the manner prescribed herein for original appointment.

(d) *Administrative Assistance*. The city manager shall designate at least one city employee to provide administrative assistance to KMB.

(e) *Community non-board members*. Community volunteers are critical to KMB's success. The board is encouraged to solicit general non-board members ("Community Members") to help with KMB initiatives. Community Members shall not vote on KMB board matters, nor hold KMB board titles, and may be removed at any time, without cause, by KMB.

(f) *Compensation*. Members do not receive a salary, although they may be reimbursed for expenses if approved by the mayor, city manager and/or city council.

(g) *Gifts, Fundraising and Donations*. KMB may fundraise, and/or accept and solicit gifts and donations to fund KMB initiatives. All cash or electronic monetary gifts and donations shall be submitted directly from the contributor to the city's finance department. All checks shall be made payable to the "City of Mableton" and may be submitted by any party to the city's finance department. All gifts, fundraising and donations to KMB shall be maintained by the city's finance department in a special fund for use by KMB, and may be dispersed to KMB upon approval of the mayor, city manager or city council.

(h) *Removal*. All members, including board and/or Community Member, may be removed at any time by the city council, without or without cause. Board members appointed by the city manager may be removed at any time by the city manager, without or without cause.

Sec. 12.7.4 - Operations.

(a) *Procedural Rules*. KMB shall conduct its meetings in accordance with this chapter, Robert's Rules of Order, Newly Revised and any by-laws approved by the City Council.

(b) *Quorum*. A quorum of the KMB shall consist of at least four KMB board members. A majority of the quorum shall be required to conduct official KMB business.

(c) *Meetings*. KMB shall meet at least once a month, and at such additional times as necessary. Meetings may be called by the KMB chairman or board.

(d) *Title designation*. KMB The board shall annually elect a chairperson, vice-chairperson, secretary and treasurer from among its board members. Said appointees shall serve in such title until their successors are reappointed, unless removed earlier, with or without cause, by the City Council or KMB board.

(e) *Records***.** KMB shall keep a record of it minutes, proceedings and actions, which shall be maintained with the city's sustainability, greenspace, and beautification department.

****

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. KMB's bylaws are hereby adopted and attached to this Ordinance.

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 its date of adoption by the City Council, 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 _____, 2026.

ATTEST:

_____
Susan D. Hiott, City Clerk

CITY OF MABLETON, GEORGIA:

_____
Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

_____
Emilia Walker-Ashby, City Attorney

KEEP MABLETON BEAUTIFUL BYLAWS

Adopted XXXX, XX 2026

~~**Article 1 – Keep Mableton Beautiful**~~

~~The official name of this organization shall be: Keep Mableton Beautiful (hereafter referred to as KMB).~~

This document shall serve as the governing bylaws of Keep Mableton Beautiful (also referred to as "KMB").

Article ~~I~~I – Mission and Strategic Goals

a. ~~**Section 1.**~~ **Mission Statement**
KMB's mission shall be t~~T~~o empower the City of Mableton, Georgia ("City") community through environmental education to take greater responsibility for our local environment through beautification, litter prevention, waste reduction ~~,~~ and recycling initiatives.

b. ~~**Section 2.**~~ **Annual Goal Setting**
~~Upon the formal selection and seating of t~~The KMB board ("B~~B~~oard"), ~~the organization~~ shall identify and adopt specific strategic goals and objectives on a yearly basis. These goals shall serve as the operational roadmap for the standing committees and shall be reviewed annually to ensure alignment with the evolving needs of the Mableton community and the requirements of Keep America Beautiful, Inc.~~.~~

Article I~~I~~I – ~~Function~~Affiliation and Function

KMB shall function as an affiliate of Keep America Beautiful, Inc., a national non—profit organization dedicated to preserving the environment by empowering individuals to take greater responsibility for their protection and enhancement of their local communities. ~~The organization is established as a hybrid entity in partnership with the City of Mableton, with the intent of establishing a 501(c)(3) non-profit to support the organization. In alignment with the City of Mableton, the Board of Directors (hereafter referred to as the Board) shall cooperate with the City Council every twelve (12) months to provide an update on the organization's operational readiness for this transition. The Board shall be responsible for developing the necessary administrative capacity, fundraising strategies, and governance structures required to sustain independent non-profit status while~~

~~maintaining its standing as a certified Keep America Beautiful affiliate.~~KMB shall at all times comply with applicable local, state and federal ordinances, rules, regulations and laws, including Article 7, Keep Mableton Beautiful, of Chapter 12 of the City Code of Ordinances.

~~Article IV – Members~~

~~Section 1. General Membership~~

~~Membership is on a volunteer basis and is open to any person, association, corporation, partnership, or estate having an interest in the mission of KMB. General Members are encouraged to participate in KMB programs, join committees, and support the organization's mission through volunteer service.~~

~~Section 2. Distinction Between Members and the Board~~

~~A distinction is hereby made between Members and the Board of Directors. General Membership consists of the broad volunteer base of the community. The Board of Directors is a specific governing body composed of members nominated and officially appointed by the Mableton City Council to oversee the organization's policies and functions. General Membership does not confer the right to vote on Board matters or hold an officer position unless the individual is also an appointed member of the Board of Directors.~~

~~Article V – The Board~~

~~Section 1. Purpose~~

~~The primary purpose of the Board is to encourage the community to voluntarily work to improve the physical and visual landscape, primarily through beautification, recycling, litter prevention, waste reduction, and cleanup efforts throughout Mableton. Specifically, the Board shall:~~

1) ~~Conduct a continuing education and awareness program regarding litter, recycling, and the proper handling of solid waste within the city; and,~~
2) ~~Develop new programs which will result in the sustained reduction of litter throughout the city; and,~~
3) ~~Encourage stricter litter enforcement in the city; and,~~
4) ~~Review and recommend, where appropriate, legislative change regarding solid waste management and litter enforcement in the city; and,~~
5) ~~Encourage and undertake beautification projects by placing, planting, and preserving trees, flowers, shrubs, and ornamental objects throughout the community; and,~~
6) ~~Maintain certification with the national Keep America Beautiful, Inc., organization; and,~~
7) ~~Solicit and accept tax-deductible donations and appropriations of money, services, products, property, and facilities, pursuant to Section 170 of the United States Code of Laws, as a governmental entity, for use by the committee in the city; and,~~

8) Provide annual operation and management reports to the City Manager or his/her designee and City Council upon request.

Section 2. The Board's Directors

The Board of Directors shall be the governing body of KMB and shall be composed of at least nine (9) voting members. To ensure citywide representation, the City Council shall appoint one or two Board Members from each Council District as representatives of the general population. Additionally, the Mayor shall appoint one Board Member of their choosing, and the City Manager shall appoint one or two Board Members of their choosing. The City Council, Mayor, and City Manager may utilize a list of recommendations compiled by the KMB Executive Director when selecting appointees.

Board members shall serve two (2) year terms. Board members shall serve without compensation. However, members may receive reimbursement for authorized expenses attendant to the professional performance of their duties. All Board Members are subject to the conflict of interest and attendance policies as outlined in these bylaws and the establishing City Ordinance.

Section 3. Officers

The Board shall annually elect a chairperson, vice chairperson, and secretary from among its members.

Section 4. Fiscal Agency and Management

Until Keep Mableton Beautiful (KMB) is formally incorporated as a 501(c)(3) non-profit organization, all funds, donations, and appropriations shall be managed by the City of Mableton Finance Department in a dedicated account for the exclusive use of KMB programs. Upon legal incorporation and receipt of tax-exempt status, the Board shall establish independent banking and accounting procedures.

Article VI – Executive Board

Section 1. Composition

The officers of the Board and the Executive Director shall constitute the Executive Board.

Section 2. Duties and Powers

The Executive Board shall have general supervision of the affairs of the organization between its regular meetings, fix the time and place of meetings, make recommendations to the organization, and perform such duties as are specified in these bylaws or in the goals and objectives prescribed at the KMB meetings.

Article VI - Meetings

Board meetings shall be conducted monthly, unless otherwise noted by the board or due to the timeline and scheduling of programs. Special meetings of the board may be called at any time upon the petition of a majority of board members, or as called by the chairperson. Notice, including the

~~purpose of the special meetings, shall be given to each member at least five (5) days prior to said meeting.~~

~~Board members are expected to attend all regular and special meetings. Any member who is absent from three (3) consecutive meetings without excuse, or three (3) meetings without excuse in any calendar year, may be removed and replaced by their original appointing authority.~~

Article ~~IV~~II — Community Members and Committees

a. Community Members. The Board is encouraged under Article 7 of the City Code of Ordinances to solicit general non-Board members ("Community Members") to help with KMB initiatives. Community Members shall not vote on KMB Board matters, nor hold KMB Board titles, and may be removed at any time, without cause, by KMB.

Committees. The ~~board~~Board shall organize standing committees to help ~~achieve specific objectives~~facilitate KMB initiatives. A c~~C~~hairperson and ~~co-chairperson~~secretary ~~of the~~for standing committees ~~will~~ may be appointed ~~from~~ by the ~~board~~Board by majority vote ~~of the board, after a recommendation is received by the Keep Mableton Beautiful Executive Director~~.

The ~~chairperson of the board~~Board may designate ad hoc committees, as necessary, for special projects ~~for a duration not to exceed six months, unless otherwise needed, appoint members to said committee, appoint a chairperson, and terminate the committee~~. Standing committees may consist of Board members and Community Members, and

~~**Section 1. Standing Committees**~~

b. ~~The standing committees sh~~shall include, but are not limited to:

~~a. WASTE REDUCTION & RECYCLING COMMITTEE;~~
~~b. EDUCATION & SCHOOLS COMMITTEE;~~
~~c. BEAUTIFICATION COMMITTEE;~~
~~d. DEVELOPMENT & OUTREACH COMMITTEE;~~

~~**SECTION 2. RESPONSIBILITIES OF COMMITTEES**~~

1. WASTE REDUCTION & RECYCLING COMMITTEE - This committee serves as ~~the central~~a hub for ~~all~~ solid waste management initiatives across ~~the~~ municipal, residential, and commercial sectors, and shall:~~.~~

~~a.~~

a. City ~~Operations~~Collaboration: Work closely with ~~the Executive Director~~the City to implement and maintain recycling programs in all city-owned buildings and municipal facilities.

~~a.~~

b. Business Sector: Educate and assist the business community on recycling and waste reduction by encouraging employee awareness programs and securing commitments for

sustainable practices.

~~b.~~

c. **Special Projects:** Develop and oversee special recycling projects and "sector-specific" initiatives that promote the long-term waste reduction objectives of KMB.

~~c.~~

~~b.~~2. **EDUCATION & SCHOOLS COMMITTEE -** This committee is the primary driver of the environmental education pillar of ~~the~~ KMB's purpose and ~~-~~mission, and shall:~~.~~

a. **School Partnerships:** Act as the liaison for all public and private schools in ~~Mableton~~ the City to ensure their environmental goals align with ~~the~~ KMB's purpose and ~~-~~mission.

b. **Grants & Events:** Assist in reviewing grant applications between KMB and local schools and coordinate any joint events or youth-led environmental programs.

~~b.~~

c. **Community Education:** Design and promote educational campaigns for students and the general public regarding litter prevention, recycling~~,~~ and beautification**.**

~~c.~~

3. **BEAUTIFICATION COMMITTEE -** This committee focuses on the physical improvement and visual landscape of the City, and shall:~~community.~~

~~c.~~

a. **Project Management:** Plan and implement community-wide beautification projects, such as planting trees, flowers, and shrubs~~, with the assistance of the Executive Director~~.

b. **Recognition Programs:** Develop and manage programs that recognize individuals, neighborhoods, or businesses for outstanding cleanliness and beautification efforts.

c. **Grant Support:** Assist ~~the Executive Director~~KMB with the planning and execution of specific beautification-related grants.

~~c.~~

~~d.~~4. **DEVELOPMENT & OUTREACH COMMITTEE -** This committee helps manage~~s~~ the external "voice" of KMB, focusing on community engagement, branding~~,~~ and financial sustainability, and shall:~~.~~

a. **Public Relations ~~&~~and Social ~~-~~ Media:** Provide ~~the Executive Director~~KMB with content, including photos and project updates, for news releases and social media platforms.

b. **Fundraising:** Identify sources of income throughout the ~~city~~ City and state, and work across all committees to raise funds for City and ~~specific~~ KMB projects and events.

c. **Community Groups:** Maintain a database of active neighborhood and civic groups and organize collaborative projects that keep these groups focused on the KMB mission.

~~**Article VIII – Parliamentary Authority**~~

~~The rules contained in the current edition of *Roberts Rules of Order* shall govern the organization in all cases to which they are applicable and in which they are not inconsistent with these bylaws or any special rules or orders the organization should adopt.~~

~~The Executive Director shall serve as the Parliamentarian for all regular and special meetings of the Board. In this capacity, the Executive Director shall advise the Chairperson and the Board on matters of parliamentary procedure to ensure meetings are conducted fairly and efficiently in accordance with these bylaws and the Charter of the City of Mableton.~~

Article I~~X~~V – Conflict of Interest

Any Board member or Community M~~m~~ember ~~of the Board or Executive Board~~ who has a financial, personal~~,~~ or official conflict of interest ~~in, or conflict (or appearance of a conflict)~~ with any matter pending before the ~~Board~~Board, ~~of such nature that it prevents or may prevent that member from acting on the matter in an impartial manner~~as conflicts of interest are defined under the City Ethics Code.~~,~~ will ~~offer to the Board to voluntarily excuse themselves and will vacate their seat and~~ refrain from discussion and voting on said item.

~~**Article X – Dissolution**~~

~~Upon the dissolution of Keep Mableton Beautiful, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the City of Mableton for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the organization is then located.~~

Article V~~XI~~ – Amendment of Bylaws

These bylaws may only be amended or revised by the City Council. Bylaw amendments may be proposed by the Board to the City.

~~The Board may amend these bylaws by vote of the majority of a quorum of the Board membership. The proposed amendment shall be brought before the board members at the regular meeting in writing one month prior to its approval.~~

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Consideration and Approval of a Resolution to Strengthen the City's Connectivity Through Collaboration of Key Community Stakeholders to help Empower the City for Success and Excellence and for Other Lawful Purposes (Mableton 4P) - City Manager Bill Tanks

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. Mableton 4P Resolution Rev. 4.28.26 (1)

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

A RESOLUTION TO STRENGTHEN THE CITY'S CONNECTIVITY THROUGH COLLABORATION OF KEY COMMUNITY STAKEHOLDERS TO HELP EMPOWER THE CITY FOR SUCCESS AND EXCELLENCE AND FOR OTHER LAWFUL PRUPOSES

(Mableton 4P)

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

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

WHEREAS, the City Council desires through this Resolution to strengthen the City's connectivity through key community stakeholders to help empower the City for success through excellence and community collaboration;

WHEREAS, the committee set forth under this Resolution, known as 'Mableton 4P" and/or "4P" will collaboratively engage principals, pastors, public safety personnel and community partners to build a robust and resilient network of collaborators to enhance community engagement and help meet community needs; and

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

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

Section 1.

1. **Title**. The committee set forth under this Resolution shall be known as "Mableton 4P" and/or "4P". The "P" in 4P represent **p**rincipals, **p**astors, **p**ublic safety personnel and community **p**artners.

2. **Purpose**. Mableton 4P's purpose and mission shall be to strengthen the City's connectivity through collaboration of key community stakeholders to help empower the City for success through excellence and community collaboration.

3. **Function**. Mableton 4P shall work with **p**rincipals, **p**astors, **p**ublic safety personnel and community **p**artners to build a robust and resilient network of collaborators to enhance

community engagement and help meet community needs. The Mableton 4P shall be comprised of the following four branches to help centralize and solidify communication, cohesion, organization and calls to action:

a. **Pastors Branch**. The 4P Pastors branch shall be receptive to all City residents, regardless of denomination. This branch shall help to reach, heal and revive the City in ways that are positive, productive and inclusive.

b. **Public Safety and Emergency Services Branch**. The 4P Public Safety and Emergency Services Branch ("Public Safety Branch") shall serve as a gateway into positive and lasting relationships with all branches of public safety on state and local levels. This branch is not limited to just police, but also includes fire, 911 and emergency medical services.

c. **Principals Branch**. The 4P Principals Branch shall serve as a direct and purposeful collaboration between and within City schools. This branch is called "principals", but anyone with interest or resources to assist City schools is encouraged to get involved.

d. **Community Partners Branch.** The 4P Community Partners Branch shall aim to set to set groundwork within the City for productive, healthy and positive change. This branch shall aim to engage a diversity of collaborators and partners, including local coalitions, business associations, advocacy groups, nonprofits and volunteer corporations.

4. **Composition and Terms**. Mableton 4P shall consist of up to 20 members, who shall be appointed by the Mayor or City Manager. Each City Council member shall also get one appointee. 4P members must reside or work within the City. 4P members shall serve one-year terms from their date of appointment, but may be reappointed by the Mayor, City Manager or a City Council Member. The City Manager may elect to serve as a 4P member. All members may be removed at any time, without or without cause, by the Mayor, City Manager or City Council.

5. **Meetings and Rules of Procedure.**

   a. **Meeting Dates.** Mableton 4P shall meet on the third Thursday of every odd month (ex: Jan, Mar, May). The City Manager or 4P Chairman may cancel meetings and/or call special meetings, as circumstances warrant.

   b. **Rules.** Mableton 4P shall utilize Robert's Rules of Order to address procedural issues that arise which are not covered by this Resolution. 4P members shall at all times comply with applicable local, state and federal regulations, ordinances and laws.

   c. **Role Delineation.** Mableton 4P members shall each be assigned to one of the 4P branches by the person or body who appointed them, consisting of either the Mayor,

City Manager or a City Council Member. 4P members shall elect from among themselves a Chairperson, Secretary and Treasurer.

d. Quorum. A quorum of the 4P shall consist of a minimum of five members. 4P meetings shall be conducted in accordance with the Georgia Open Meetings Act, and its records shall be maintained in accordance with the Georgia Open Records Act. Official actions of the 4P shall be taken by majority vote of the members present.

6. **Staff Support**. The City Manager shall be authorized to provide administrative assistance to the Mableton 4P as the City budget and personal time restraints allow.

7. **Compensation**. 4P members shall not receive compensation for their service as a member, but may be reimbursed, as approved within the City's discretion, for expenses incurred in the performance of their duties.

8. **Gifts, Fundraising and Donations**. Mableton 4P may fundraise, and/or accept and solicit gifts and donations to fund 4P initiatives and purposes under this Resolution. All monetary gifts and donations, whether cash or electronic, shall be submitted directly from the contributor to the City's finance department and all checks shall be made payable to the City of Mableton. All gifts, fundraising and donations to Mableton 4P shall be maintained by the City's Finance Department in a special fund for use by Mableton 4P.

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

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

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

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

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

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

BE IT SO RESOLVED, this _____ day of _____, 2026.

ATTEST: CITY OF MABLETON, GEORGIA:

_____ _____

Susan D. Hiott, City Clerk Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

_____

Emilia Walker-Ashby, City Attorney

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: First Read - An Ordinance Creating Chapter 15, Historic Preservation, of the City Code of Ordinances and for Other Lawful Purposes - Deputy Community Development Director Tina Garver

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. Historic Preservation Ordinance Rev. 5.6.26
2. Historic Preservation Ordinance 051426

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

AN ORDINANCE CREATING CHAPTER 15, HISTORIC PRESERVATION, OF THE CITY CODE OF ORDINANCES AND FOR OTHER LAWFUL PURPOSES

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

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

WHEREAS, the City is authorized by Charter and State law to enact laws relating to, inter alia, protection of structures and properties which have historical and cultural significance to the City and State;

WHEREAS, the City desires through this Ordinance to provide for the protection of structures and properties within the City which have historical and cultural significance to the City and State; and

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

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

Section 1. Chapter 15, Historic Preservation, of the City of Mableton Code of Ordinances, is hereby created to read as follows:

CHAPTER 15 – HISTORIC PRESERVATION

ARTICLE 1 – IN GENERAL

Sec. 15.1.1 - Definitions.

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

Building means a structure created to shelter any form of human activity, such as a house, barn, church, hotel or similar structure. The term "building" may refer to a historically related complex such as a courthouse and jail or a house and barn.

Certificate of appropriateness means a document evidencing approval by the historic preservation commission of an application to make a material change in the appearance of a designated historic property or of a property located within a designated historic district.

Commission means the city historic preservation commission created by this chapter.

Exterior architectural features means the architectural style, general design and general arrangement of the exterior of a building or other structure, including but not limited to the kind or texture of the building material and the type and style of all windows, doors, signs and other appurtenant architectural fixtures, features, details or elements relative to the foregoing.

Exterior environmental features means all those aspects of the landscape or the development of the site which affect the historical character of the property.

Historic district means a geographically definable area which contains structures, sites, works of art or a combination thereof which exhibit a special historical, architectural or environmental character as designated by the city council.

Material change in appearance means a change that will affect either the exterior architectural or environmental features of an historic property or any structure, site or work of art within an historic district, and may include any one or more of the following:

(1) A reconstruction or alteration of the size, shape or facade of an historic property, including any of its architectural elements or details.

(2) Demolition of an historic structure.

(3) Commencement of excavation for construction purposes.

(4) A change in the location of advertising visible from the public right-of-way.

(5) The erection, alteration, restoration or removal of any building or other structure within an historic property or district, including walls, fences, steps and pavements, or other appurtenant features.

Site means the location of a significant event, a prehistoric or historical occupation or activity, or a building or structure, whether standing, ruined or vanished, where the location itself maintains historical or archeological value regardless of the value of any existing structure.

Structure means a work made up of interdependent and interrelated parts in a definite pattern of organization. Constructed by man, it is often an engineering project large in scale.

Sec. 15.1.2 - Penalty for violation of chapter.

Violations of any provisions of this chapter are punishable as allowed by law.

Sec. 15.1.3 - Purpose.

The City hereby declares it to be the purpose and intent of this chapter to establish a uniform procedure for use in providing for the protection, enhancement, perpetuation and use of places, districts, sites, buildings, structures and works of art having a special historical, cultural or aesthetic interest or value, in accordance with the provisions of this chapter.

Sec. 15.1.4 - Maintenance of historic property.

(a) *Ordinary repair.* Ordinary maintenance or repair of any exterior architectural feature in or on an historic property that does not involve a material change in design, material or outer appearance thereof is excluded from review under this chapter.

(b) *Conformity to building and other codes.* Nothing in this chapter shall be construed as to exempt property owners or properties from complying with applicable building codes or any other applicable ordinance, or regulation, nor to prevent any property owner from making any use of his property not prohibited by other statutes, ordinances or regulations. This chapter is cumulative to other applicable ordinances and regulations.

ARTICLE II. HISTORIC PRESERVATION COMMISSION

Sec. 15.2.1 - Created.

The title of the commission herein created shall be formally known as the "Mableton Historic Preservation Commission."

Sec. 15.2.2 - Membership and organization.

(a) *Appointment*. The historic preservation commission shall consist of seven members with practical and relevant knowledge, experience, or education in history, architecture, or historic preservation, with one member being appointed by each member of the city council. All individual council appointees shall be subject to confirmation by the city council, prior to such member formally serving as a historic preservation commission member. Appointees shall be persons who have demonstrated special interest, experience or education in history, architecture or the preservation of historic resources. To the extent available, at least three (3) members shall be appointed from among professionals in the disciplines of architecture, history, architectural

history, planning, archaeology or related professions. Members shall serve three-year terms. Members may not serve more than two (2) consecutive terms. In order to achieve staggered terms, initial appointments shall be: one (1) member for one (1) year; two (2) members for two (2) years; and two (2) members for three (3) years.

(b) *Residency change and removal*. If a commission member moves outside the city, such move shall constitute such member's automatic resignation from the historic preservation commission. Any commission member planning on relocating outside the city, shall notify the city clerk and their appointing council member in advance of their relocation.

(c) *Vacancy*. Any vacancy in the membership of the commission shall be filled for the remainder of the unexpired term, in the manner prescribed herein for original appointment.

(d) *Dual offices prohibited*. Commission members may not hold any other city office or city-compensated position.

(e) *Administrative Assistance*. The city manager shall designate at least one city employee to provide administrative assistance to the commission.

(f) *Compensation*. Members do not receive a salary, although they may be reimbursed for expenses if approved by the city council.

Sec. 15.2.3 - Rules of procedure.

(a) Rules. The Historic Preservation Commission shall adopt rules for the transaction of its business and consideration of applications and shall provide for the time and place of regular meetings and for the calling of special meetings. The commission shall have the flexibility to adopt rules of procedure without amendment to this chapter. A quorum shall consist of a majority of its members. The then current edition of Robert's Rules of Order, Newly Revised, shall determine the order of business at all meetings.

(b) Meetings. The historic preservation commission shall meet at such times as necessary, to be determined by such commission.

(c) Title designation. The historic preservation commission shall select one of its members to serve as chair and one of its members to serve as secretary, to serve in such title at the pleasure of the commission.

Sec. 15.2.4 - Authority to receive funding.

The historic preservation commission shall have the authority to accept donations and shall ensure that these funds do not displace appropriated governmental funds. All donations shall be promptly submitted to the city finance department.

Sec. 15.2.5 - Records.

A public record shall be kept of the Historic Preservation Commission's minutes, resolutions proceedings and actions, and maintained with the city's community development department.

Sec. 15.2.6 - Functions and powers.

(a) The historic preservation commission shall be authorized to:

(1) Prepare an inventory of all property within its respective historic preservation jurisdiction having the potential for designation as historic property.

(2) Recommend to the city council specific places, districts, sites, buildings, structures or works of art to be designated by ordinance as historic properties or historic districts.

(3) Review applications for certificates of appropriateness, and grant or deny such certificates in accordance with the provisions of this article.

(4) Recommend to the city council that the designation of any place, district, site, building, structure or work of art as an historic property or as an historic district be revoked or removed.

(5) Restore or preserve any historic properties acquired by the city, with the approval of the city council.

(6) Promote the acquisition by the city of facade easements and conservation easements in accordance with the provisions of the Georgia Uniform Conservation Easement Act (O.C.G.A. § 44-10-1 et seq.).

(7) Conduct an educational program on historic properties located within its historic preservation jurisdiction.

(8) Make such investigations and studies of matters relating to historic preservation as the city council may, from time to time, deem necessary or appropriate for the purpose of preserving historic resources.

(9) Seek out state and federal funds for historic preservation, and make recommendations to the City concerning the most appropriate uses of any funds acquired.

(10) Submit to the historic preservation section of the Georgia Department of Community Affairs a list of historic properties or historic districts designated.

(11) Perform historic preservation activities as the official agency of the city historic preservation initiatives, with the consent of the city council.

(12) Receive donations, grants, funds or gifts of historic property, and acquire and sell historic properties; however, the commission shall not obligate the city without its prior consent. Additionally, the commission shall not financially obligate the city in any manner without prior approval of the city council.

(13) Review and make comments to the Georgia Department of Community Affairs concerning the nomination of properties within its jurisdiction to the National Register of Historic Places; and

(14) *Consult with historic preservation experts in the Historic Preservation Division of Department of Community Affairs and/or Department of Natural Resources or its successor and the* Georgia Trust for Historic Preservation, Inc.;

ARTICLE III. HISTORIC DISTRICT AND LANDMARK DESIGNATION PROCEDURE

Sec. 15.3.1 - Preliminary research by the commission.

(a) *Commission to conduct a survey of local historical resources.* The historic preservation commission shall have the authority to compile and collect information and conduct surveys of historic resources within the City.

(b) *Commission to recommend districts and buildings for designation.* The commission shall present to the city council its nominations for historic districts and local landmarks.

(c) *Reports on proposed designations.* The commission shall prepare formal reports when nominating historic districts or local landmarks. These reports shall be used to educate the community and to provide a permanent record of the designation. The report will follow guidelines for nominating structures of the National Register of Historic Places (National Preservation Act of 1966), and shall consist of two parts:

(1) A physical description; and

(2) A description of historic significance.

This report will be submitted to the historic preservation section of the Georgia Department of Community Affairs.

Sec. 15.3.2 - Designation of an historic district.

(a) *Criteria for selection.* An historic district is a geographically definable area which contains buildings, structures, sites, works of art, or a combination thereof, which:

(1) Have special character or special historic or aesthetic value or interest;

(2) Represent one or more periods or styles of architecture typical of one or more eras in the history of the city, county, state or region;

(3) Cause such area, by reason of such factors, to constitute a visibly perceptible section of the city or county.

(b) *Designation of boundaries.* Boundaries of an historic district shall be specified on tax maps; these boundaries will be included in the separate ordinances designating local districts. Boundaries specified in legal notices shall coincide with the boundaries finally designated. Districts shall be shown on the official zoning map as a public record.

(c) *Evaluation of properties.* Individual properties within historic districts shall be classified as:

(1) Historic, being more than 50 years old;

(2) Non-historic, being less than 50 years old, yet possessing architectural character;

(3) Intrusions, being structures less than 50 years old which do not contribute to the historical character of the district.

(d) *Affirmation of existing zoning.* This chapter is not a use ordinance, and local zoning laws remain in effect until modified by the city council.

Sec. 15.3.3 - Designation of a landmark.

(a) *Criteria for selection.* An historic landmark is a building, structure, site, work of art, including the adjacent area necessary for the proper appreciation or use thereof, deemed worthy of preservation by reason of value to the city, county, state or region for one or more of the following reasons:

(1) It is an outstanding example of a structure representative of its era.

(2) It is one of the few remaining examples of past architectural style.

(3) It is a place or structure associated with an event or person of historic or cultural significance to the city, county, the state or the region.

(b) *Boundary description.* Boundaries of historic landmarks shall be clearly defined for individual properties on tax maps and located on the official zoning map.

Sec. 15.3.4 - Requirements for designation of historic districts and landmarks.

(a) *Application.* Application for designation of an historic district or landmark shall be made by the following:

(1) *Historic district:* An historical society, neighborhood association, or group of property owners may apply for designation.

(2) *Landmark structure:* An historical society or property owner may apply for designation.

(b) *Public hearings.* The commission and the city council shall hold a public hearing on the proposed ordinance for designation. Notice of the hearing shall be published in at least three issues in the legal organ of the city and county, and written notice of the hearing shall be mailed by the commission to all owners and occupants of such properties. All such notices shall be published or mailed not less than ten days nor more than 20 days prior to the date set for public hearing. A letter sent via the United States mail to the last-known owner of the property shall constitute legal notification under this chapter.

(c) *Notification of property owners of proposed designation.* Any ordinance designating any property or district as historic shall describe each property to be designated, set forth the names of the owners of the designated property or properties, and require that a certificate of appropriateness be obtained from the historic preservation commission prior to any material change in appearance of the designated property.

(d) *Designation of district boundaries on zoning map.* Any ordinance designating any property or district as historic shall require that the designated property or district be shown on the official zoning map and kept as a public record to provide notice of such designation.

(e) *Notification of historic preservation section.* Prior to designating any property or district as historic, the commission must submit a report on the historic, cultural, architectural or aesthetic significance of each place, district, site, building or structure, or work of art to the historic preservation section of the Georgia Department of Community Affairs; 30 days will be allowed to prepare written comments.

(f) *Ordinance for designation announcement.* A decision to accept or deny the ordinance for designation shall be made within 15 days following the public hearing and shall be in the form of a resolution of the city council.

(g) *Notification of owners and occupants regarding designation.* Within 30 days immediately following the adoption of the ordinance for designation, the owners and occupants of each designated historic property, and the owners and occupants of each structure, site or work of art located within a designated historic district, shall be given written notification of such historic district designation by the city council. The notice shall apprise such owners and occupants of the

necessity of obtaining a certificate of appropriateness prior to undertaking any material change in appearance of the historic property designated or within the historic district designated.

(h) *Notification of other agencies regarding designation.* The commission shall notify all required agencies within the city and county of the ordinance for designation, including the local historic organization.

(i) *Moratorium on applications for alteration or demolition while ordinance for designation is pending.* If an ordinance for designation is being considered, the commission shall have the power to freeze the status of the involved property for a period not to exceed 30 days.

(j) *Authority to amend or rescind designation.* The city or commission has the authority to amend and/or rescind a designation on grounds of a public necessity. Necessity shall include, but not be limited to, the use of a designated or historic landmark or historic district for public works projects such as right-of-way acquisitions for roads or sewer/water construction or other similar purposes. City initiated amendments and/or rescissions shall go directly to the city council. All other requests to amend or rescind a designation shall be made in writing to the historic preservation commission and filed with the office of the city manager or his or her designee. Each request shall include documentation supporting the reason for requesting that a designation be amended or rescinded. A public hearing shall be held by the commission in accordance with the requirements of subsection (b) of this section. The recommendation of the historic preservation commission shall be forwarded to the city council by the city manager or his or her designee, which shall approve or deny such request at one of its scheduled meetings. This procedure to amend or rescind designation shall not be subject to any other requirements set forth under this chapter.

ARTICLE IV. CERTIFICATES OF APPROPRIATENESS

Sec. 15.4.1 - Approval of alterations in historic districts or involving landmarks.

After the designation by ordinance of an historic property or of an historic district, no material changes in the appearance of such historic property, or of a building, structure, site or work of art within such historic district, shall be made or permitted to be made by the owner or occupant thereof unless or until an application for a certificate of appropriateness has been submitted to and approved by the commission.

Sec. 15.4.2 - Approval of reconstruction, alteration, new construction or renovation within designated districts or to individual landmarks.

The commission shall issue certificates of appropriateness for the above proposed actions within designated historic districts or a designated landmark if these actions conform in design, scale, building materials, setback, site features and landscaping and to the secretary of the interior's

"Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" and to any design guidelines and criteria adopted by the commission and approved by the city council.

Sec. 15.4.3 - Design guidelines and criteria.

In addition to the criteria set forth in this chapter, when considering applications for certificates of appropriateness within a city historic district, any design guidelines or other criteria adopted by the city for that historic district shall apply.

Sec. 15.4.4 - Submission of plans.

An application for a certificate of appropriateness which shall be filed with the city manager or his or her designee shall be accompanied by such drawings, photographs or plans as may be required by the commission.

Sec. 15.4.5 - Approval or denial.

(a) The commission may approve the certificate of appropriateness as proposed or approve the certificate of appropriateness with any modifications or stipulations it deems necessary and issue a certificate of appropriateness if it finds that the proposed material change(s) in the appearance would not have a substantial adverse effect on the aesthetic, historic or architectural significance and value of the historic property or the historic district. In making this determination, the commission shall consider, in addition to any other pertinent factors, the criteria set forth in this chapter.

(b) The commission shall deny a certificate of appropriateness if it finds that the proposed material changes in appearance would have substantial adverse effects on the aesthetic, historic or architectural significance and value of the historic property or the historic district.

Sec. 15.4.6 - Notice to affected property owners; hearings.

At least seven days prior to review of a certificate of appropriateness, the commission shall take such action as may reasonably be required to inform the owners of any property likely to be affected by reason of the application, and shall through the city manager or his or her designee give the applicant and such owners an opportunity to be heard. In cases where the commission deems it necessary, it may hold a public hearing concerning the application.

Sec. 15.4.7 - Interior arrangement or use.

In its review of applications for certificates of appropriateness, the commission shall not consider interior arrangement or uses having no effect on exterior architectural features.

Sec. 15.4.8 - Technical advice.

When dealing with difficult technical questions, the commission shall have the power to seek expert advice; however, no financial commitments may be made on behalf of the city with the approval of the city manager or his or her designee.

Sec. 15.4.9 - Deadline for approval or rejection of application.

(a) The commission shall approve or reject an application for a certificate of appropriateness within not more than 45 days after the filing thereof by the owner or occupant of an historic property, or of a structure, site or work of art located within an historic district. Evidence of approval shall be by a certificate of appropriateness issued by the commission.

(b) Failure of the commission to act within the 45-day period provided in this section shall constitute approval, and no other evidence of approval shall be needed.

Sec. 15.4.10 - Actions to be taken upon rejection of application.

(a) If the commission rejects an application, it shall state its reasons for doing so, and through the City Manager or his or her designee shall transmit a record of such actions and reasons, in writing, to the applicant. The commission may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. The applicant, if he so desires, may make modifications to the plans and may resubmit the application at any time after doing so.

(b) In cases where the application covers a material change in the appearance of a structure which would require the issuance of a building permit, the rejection of the application for a certificate of appropriateness by the commission shall be binding upon the building inspector or other administrative officer charged with issuing building permits and, in such case, no building permit shall be issued.

Sec. 15.4.11 - Undue hardship.

(a) Where, by reason of unusual circumstances, the strict application of any provision of this chapter would result in the exceptional practical difficulty or undue hardship upon any owner of a specific property, the commission, in passing upon applications, shall have the power to vary or modify strict adherence to such provisions, or to interpret the meaning of such provisions, so as to relieve such difficulty or hardship; provided, that such variances, modifications or interpretations shall remain in harmony with the general purpose and intent of such provisions, so that the architectural or historical integrity or character of the property shall be preserved, conserved and substantial justice done. In granting a variance, the commission may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this chapter.

(b) An undue hardship, as contemplated by this section, shall be a situation not of the person's own making, which is:

(1) A problem unique to a specific property; or

(2) In order to comply with this chapter, the person will come into conflict with another ordinance of the city.

Sec. 15.4.12 - Requirements of conformance.

Work not in accordance with an issued certificate of appropriateness shall be halted before it is completed, and the work shall be rectified to come into conformity with the certificate of appropriateness.

Sec. 15.4.13 - Commencement of construction; term; renewal.

A certificate of appropriateness shall become void unless construction is commenced within six months of the date of issuance. Certificates of appropriateness shall be issued for a period of 18 months and are renewable.

Sec. 15.4.14 - Recording of applications and proceedings.

The commission shall keep a public record of all applications for certificates of appropriateness and of all the commission's proceedings in connection with such applications and as may be required by the Georgia Open Meetings Law.

Sec. 15.4.15 - Acquisition of property.

The commission may, where such action is authorized by the city council, and is reasonably necessary or appropriate for the preservation of a unique historic property, enter into negotiations with the owner for the acquisition by gift, purchase, exchange or otherwise, of the property or any interest therein.

Sec. 15.4.16 - Appeals.

Any person adversely affected by any determination made by the commission relative to the issuance or denial of a certificate of appropriateness may appeal such determination to the city council. The appeal must be filed with the city manager or his or her designee and applied for within 15 days after notification of decision by the commission is sent. The city council may approve, modify or reject the determination made by the commission if the city council finds that the commission abused its discretion in reaching its decision. Appeals from decisions of the city council may be taken to the Superior Court of Cobb County in the manner provided by law.

Sec. 15.4.17 - Court action or proceedings to prevent improper changes or illegal acts or conduct.

The city council or historic preservation commission shall be authorized to institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any illegal act or conduct with respect to such historic property or historic district and to prevent material change in the appearance of a designated historic property or historic district, except those changes made in compliance with the provisions of an ordinance adopted in conformity with this article.

Sec. 15.4.18 - Violation of this article; penalties.

Violations of any ordinance adopted in conformity with this article shall be punished as allowed by law.

ARTICLE V. DEMOLITION OR RELOCATION PERMITS

Sec. 15.5.1 - Authority of commission to comment on applications.

The commission shall have the authority to comment on any request for a permit to demolish or relocate a structure within an historic district, or classified as an historic landmark.

Sec. 15.5.2 - Actions acceptable in reaction to application.

The commission shall have the authority to delay demolition or relocation permits for no longer than 60 days.

Sec. 15.5.3 - Consideration of pre demolition plans.

A public hearing shall be scheduled for each application for demolition or relocation. This hearing shall be scheduled prior to the delay period specified.

Sec. 15.5.4 - Consideration of post demolition plans.

The commission shall not grant demolition or relocation permission without reviewing at the same time the plans for the building that would replace the structure.

Sec. 15.5.5 - Determining factors for issuance.

Upon receipt of an application for a certificate of appropriateness for demolition or relocation, the commission shall make a determination, supported by a written report, prepared by the assistance of the city manager or his or her designee, whether one or more of the following criteria are met:

(1) The structure is of such interest or quality that it would reasonably meet national, state or local criteria for designation as an historic or architectural landmark.

(2) The structure is of such unusual or uncommon design, texture or materials that it could not be reproduced or be reproduced only with great difficulty and expense.

(3) Retention of the structure would aid substantially in preserving and protecting a structure which meets criterion in subsection (1) or (2) of this section.

Where the commission determines that one or more of these criteria are met, no certificate of appropriateness shall be issued and the application shall be denied.

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Section 2. The board composition has been drafted in this ordinance as recommended by the Georgia Department of Community Affairs ("DCA") for consistency with the Georgia Historic Preservation Act and DCA Certified Local Government Program Requirements.

Section 3. It is hereby declared to be the intention of the city council that:

(a) 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.

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

SO ORDAINED this _____ day of _____ 2026.

ATTEST: CITY OF MABLETON, GEORGIA:

_____ _____

Susan D. Hiott, City Clerk Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

_____

Emilia Walker-Ashby, City Attorney

Historic Preservation Ordinance

Purpose

The City hereby declares it to be the purpose and intent of this chapter to establish a uniform procedure for use in providing for the protection, enhancement, perpetuation and use of places, districts, sites, buildings, structures and works of art having a special historical, cultural or aesthetic interest or value, in accordance with the provisions of this chapter.

Historic Preservation Commission Composition

Membership & Appointment

- Seven Members
- Appointed by each council member
- Members are not required to live in a specific district

Qualifications & Professional Requirements

Appointees must demonstrate special interest, experience, or education in history, architecture, or historic resource preservation.

Professional Minimums:
At least three (3) members shall be professionals in architecture, history, planning, archaeology, or related disciplines.

Service Terms

Members serve **three-year terms** and may not serve more than two (2) consecutive terms.

Historic Preservation Commission Responsibilities

Designation & Review

- Prepare inventory for potential historic designation.
- Recommend properties/districts to City Council for designation.
- Review, grant, or deny certificates of appropriateness.
- Recommend revocation of designations to City Council.
- Submit designated property list to DNR Historic Preservation.

Acquisition & Preservation

- Restore city-acquired historic properties (requires Council approval).
- Promote acquisition of facade and conservation easements.
- Receive, acquire, and sell property.
- **Fiscal Guardrail:** Cannot obligate city financially without prior Council consent.

Coordination & Education

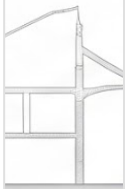
- Conduct educational programs on local historic assets.
- Perform investigations and studies on preservation.
- Seek state/federal funds and recommend use.
- Act as official city agency for initiatives.
- Comment on National Register nominations.
- Consult with DCA/DNR and Georgia Trust experts.

Historic Districts: Selection & Evaluation

Criteria for Selection

An historic district is a geographically definable area which contains buildings, structures, sites, works of art, or a combination thereof, which:

- Have special character or special historic or aesthetic value or interest;
- Represent one or more periods or styles of architecture typical of one or more eras in the history of the city, county, state or region;
- Cause such area to constitute a visibly perceptible section of the city or county.



Evaluation of Properties

Individual properties within historic districts shall be classified as:

(1) Historic
More than 50 years old.

(2) Non-historic
Less than 50 years old, yet possessing architectural character.

(3) Intrusions
Structures less than 50 years old which do not contribute to the historical character of the district.

Landmarks: Definition & Criteria

An historic landmark is a building, structure, site, or work of art deemed worthy of preservation for its value to the city, county, state, or region.

Preservation Criteria

- Outstanding example of a structure representative of its era.
- One of the few remaining examples of a past architectural style.
- Associated with an event or person of historic or cultural significance.

Designation Process Timeline



Certificate of Appropriateness

- After designation by ordinance of district or landmark
  - No material changes in the appearance of such historic property, or of a building, structure, site or work of art within such historic district, shall be made or permitted to be made by the owner or occupant thereof unless or until an application for a certificate of appropriateness has been submitted to and approved by the commission.
  - Public hearing (Property owners notified 7 days prior)
  - Commission has 45 days to deny or approve certificate of appropriateness.
  - Commission has consideration of undue hardship

- **Sec. 15.4.5 - Approval or denial.**
- (a) The commission may approve the certificate of appropriateness as proposed or approve the certificate of appropriateness with any modifications or stipulations it deems necessary and issue a certificate of appropriateness if it finds that the proposed material change(s) in the appearance would not have a substantial adverse effect on the aesthetic, historic or architectural significance and value of the historic property or the historic district. In making this determination, the commission shall consider, in addition to any other pertinent factors, the criteria set forth in this chapter.
- (b) The commission shall deny a certificate of appropriateness if it finds that the proposed material changes in appearance would have substantial adverse effects on the aesthetic, historic or architectural significance and value of the historic property or the historic district.

- Construction must commence within six months of approval and is valid for 18 months. Certificate of Appropriateness is renewable.

Demolition or Relocation Permits

- **Sec. 15.5.5 - Determining factors for issuance.**
- Upon receipt of an application for a certificate of appropriateness for demolition or relocation, the commission shall make a determination, supported by a written report, prepared by the assistance of the city manager or his or her designee, whether one or more of the following criteria are met:

    - The structure is of such interest or quality that it would reasonably meet national, state or local criteria for designation as an historic or architectural landmark.
    - The structure is of such unusual or uncommon design, texture or materials that it could not be reproduced or be reproduced only with great difficulty and expense.
    - Retention of the structure would aid substantially in preserving and protecting a structure which meets criterion in subsection (1) or (2) of this section.

- Where the commission determines that one or more of these criteria are met, no certificate of appropriateness shall be issued and the application shall be denied.

Historic Preservation Ordinance

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Consideration and Approval to authorize the mayor to execute in substantial form the Community Development Block Grant (CDBG) Joint Agreement between City of Mableton and Cobb County, Georgia Program Year 2026 - Community Development Director Michael Hughes

BACKGROUND/SUMMARY: In late 2025 the City of Mableton received notification that it had been identified as potential new CDBG entitlement community. Based on this notification the City was informed that it had two participation options:

Option #1
The City of Mableton could operate as an independent Metropolitan City (accepting Entitlement status) administering the CDBG program for their city only.

or

Option #2
The City of Mableton could agree to execute a 1-year Joint Agreement with the Cobb Urban County, under which the Cobb County will be responsible for carrying out all Consolidated Planning, Annual Action Planning, Environmental Review activities, and other CDBG cross-cutting requirements on behalf of the City's CDBG Program. The City of Mableton will provide Cobb County with an annual list of anticipated projects for review and verification of CDBG eligibility.

Early this year, the Mayor & Council formally agreed to Option #2 as listed above. Staff is therefore seeking authorization to execute the joint agreement as attached to this agenda item.

BUDGETED/FINANCIAL IMPACT – FUND: NA

RECOMMENDATION: That Mayor & Council approved the attached agreement and authorize the Mayor to sign the CDBG joint agreement for Program 2026.

ATTACHMENTS:
1. Joint Agreement - FFY 2026 - City of Mableton
2. RES 2026-04-01 Commitment to Public Safety
3. CDBG Joint Agreement Legal Opinion Rev. 2.17.26

U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

JOINT AGREEMENT

FOR

Cobb County, Georgia
and
The City of Mableton

Program Year 2026
(Effective during the last year of the PY 2024–2026 Qualification Period)

AUTHORITY: HUD - NOTICE CPD-23-02

COBB COUNTY
CDBG PROGRAM OFFICE

192 Anderson Street, Suite 150
Marietta, Georgia 30060
Phone: (770) 528-1455 Fax: (770) 528-1466
www.cobbcounty.gov/cdbg

Rabihah Walker-Towers
Managing Director

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COBB COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
JOINT AGREEMENT [AUTHORITY: HUD - NOTICE CPD-23-02]
Program Year 2026

This Joint Agreement made this _____ day of _____, 2026, by Cobb County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the City of Mableton, a municipal corporation located in Cobb County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that Cobb County (hereinafter referred to as the "County") is eligible, as an Urban County, to receive Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1974, as amended. Such funds, including any program income derived from the expenditure of CDBG funds, shall be used to address the needs of low- and moderate-income persons and shall be made available during the Program Years (hereinafter referred to as "PY") 2024-2026. The County's Urban County qualification shall remain in full force and effect for each three-year qualification period unless a participating municipality elects to exclude itself from the Urban County CDBG Program in accordance with HUD regulations, instructions, and schedules.

The County agrees to provide written notice to participating municipalities of their right to elect exclusion from the Urban County CDBG Program for each successive three-year qualification period, in compliance with HUD-required notification timelines.

This Joint Agreement is entered into by and between Cobb County, an Urban County, and the City of Mableton, an entitlement municipality based on population. In accordance with Title I of the Housing and Community Development Act of 1974, as amended, and 24 CFR Part 570, the City of Mableton shall retain responsibility for its Community Development Block Grant (CDBG) entitlement allocation. The City hereby authorizes Cobb County to administer the City's CDBG program on its behalf and to carry out all applicable programmatic, administrative, environmental review, and federal cross-cutting requirements associated with the CDBG entitlement program.

HUD regulations permit Urban Counties and their participating entitlement municipalities to enter into Joint Agreements that automatically renew at the end of each three-year qualification period, unless HUD requires revisions that necessitate execution of a new agreement or unless the entitlement municipality elects not to participate at the beginning of a subsequent qualification period. The City of Mableton was designated as a CDBG entitlement community in 2025; therefore, this Joint Agreement is executed for Program Year 2026 rather than the current

Urban County qualification period (PY 2024–2026). This Joint Agreement shall automatically renew for subsequent qualification periods unless terminated or amended in accordance with HUD requirements.

Section 2: CDBG Program

Funds received under this Agreement shall be used to improve the quality of housing, public facilities, and certain public service capital needs, and to create and/or retain jobs, principally for the benefit of low- and moderate-income persons. Such funds may benefit low- and moderate-income persons residing within the County's incorporated municipalities, provided that the needs of such persons are identified and included in the Cobb County CDBG Program.

By executing this CDBG Joint Agreement, the City understands and agrees the following provisions:

1. **State CDBG Program**
   May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the Urban County's CDBG Program.

2. **HOME Program**
   May receive a formula allocation under the HOME Investment Partnerships (HOME) Program only through the Urban County. Accordingly, even if the Urban County does not receive a HOME formula allocation, the participating unit of local government may not form a HOME consortium with other local governments.
   (*This provision does not preclude the Urban County or a participating unit of local government from applying to the State for HOME funds.)*

3. **ESG Program**
   May receive a formula allocation under the Emergency Solutions Grant (ESG) Program only through the Urban County.
   (This provision does not preclude the Urban County or a participating unit of local government from applying to the State for ESG funds.)

Participation under this Agreement constitutes participation in the Community Development Block Grant (CDBG) Program in accordance with HUD requirements. For each Program Year, the City agrees to establish local priorities and submit to the County a list of proposed eligible CDBG activities. Such activities shall be submitted in accordance with the County's schedule for the preparation of the Consolidated Plan(s) and Annual Action Plan(s), which are subject to HUD approval.

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The County shall accept the list of CDBG activities as recommended by the City, except for activities that are determined to be ineligible under applicable federal regulations. The County

and the City acknowledge that neither party shall obstruct the implementation of HUD-approved Consolidated Plan(s) during the term of this Agreement. The County and the City further agree to work cooperatively each Program Year to establish an implementation schedule that is responsive to the City's needs while ensuring compliance with all applicable federal requirements.

The County agrees to submit to the City, for review and comment, any plans or actions affecting the City that involve the use of CDBG funds prior to implementation.

Section 3: Duration of Agreement

This Agreement remains in effect until PY2026 CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Joint Agreement while it remains in effect.

The City shall pledge its willingness to undertake or assist in the undertaking of eligible CDBG activities funded through the Cobb County CDBG Program. The City shall participate as a member of the County's CDBG Program beginning with Program Year (PY) 2026 and shall remain a participating member until such time, at the end of a HUD-designated qualification period, as the County provides the City with written notice, in accordance with HUD-established instructions and schedules, and the City elects not to participate in a subsequent qualification period.

The failure of either party to adopt and submit to HUD any amendment(s) to this Agreement incorporating changes required by HUD for a subsequent three-year Urban County qualification period shall void the automatic renewal of the Agreement for that qualification period. The County shall notify the City, by HUD-prescribed dates, for each successive three-year qualification period, of the City's right to remain a party to this Agreement or to elect exclusion from the County's CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Joint Agreement after the date first written prior to the end of any three-year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three-year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to quality as an Urban County, or if the County does not receive a CDBG grant in any year of the three-year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

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a. HUD requires changes in the Agreement; or

b. The City shall choose to exclude itself from the County CDBG Program; or

c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City shall not apply for grants under the Georgia Department of Community Affairs (DCA) State Community Development Block Grant (CDBG) Program for any fiscal year during which it participates in the County's CDBG Program. The City further shall not participate in a HOME or ESG consortium except through the County, regardless of whether the County receives a formula allocation.

The County shall actively request the City's involvement in the CDBG Program and shall accept the City's interest in undertaking eligible CDBG activities. The County and the City shall cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, including urban renewal and publicly assisted housing activities within the municipal boundaries of the City.

Section 5: Compliance

The County and the city agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City shall take all actions necessary to ensure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and the obligation to affirmatively further fair housing. The County and the City shall also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all other applicable federal, State, and local laws and regulations.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating City that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes

any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community

Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City shall affirmatively further fair housing within its jurisdiction and shall assist the County in implementing the HUD-approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City shall affirm that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;

b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The City understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: Administration of Program

The County shall be responsible for administering the Community Development Block Grant (CDBG) Program on behalf of the City, including, but not limited to, the preparation of plans and reports to be submitted to HUD; issuance of required public notices; solicitation of project submittals and acceptance of applications; evaluation, administration, and monitoring of projects funded solely with the City's CDBG funds; tracking and receipt of program income; and reporting to HUD.

The County shall have responsibility for approving projects as eligible for funding following selection by the Mayor and Council of the City. Upon identification of proposed project sites and addresses by the City, the County shall conduct all required environmental reviews in accordance with the National Environmental Policy Act (NEPA) and 24 CFR Part 58 on behalf of the City. The County shall be responsible for completing all environmental documentation, issuing required notices, submitting Requests for Release of Funds (RROF) to HUD, and obtaining

Authority to Use Grant Funds, when applicable, prior to the City's commitment or expenditure of CDBG funds. The City shall cooperate with the County by providing timely and accurate project information necessary to complete the environmental review process.

The County shall retain an annual administrative fee of [$10,000] for management of the City's CDBG Program, subject to the maximum percentage permitted by HUD regulations. Administrative costs charged to the City's CDBG allocation shall not exceed the limits established by HUD. Only costs directly associated with the management and administration of the CDBG Program shall be charged against CDBG administrative funds.

The County shall be responsible for preparing all reports required by CDBG regulations and for carrying out all aspects of grant planning, implementation, and day-to-day program operations necessary to ensure compliance with HUD regulations and applicable local policies.

CDBG Program Implementation and Management Responsibilities

- Issuance of public notices in Marietta Daily Journal, Mundo Hispanico, GA Voice website, and the County's website in English and Spanish
- Hold all public review meetings for initial funding allocations and any funding amendments
- Oversee and manage all CDBG projects, to include reviewing contract documents/submittals, procurement documents, CDBG eligibility of projects, processing contractor invoices, and reimbursement to the City.
- Provide technical assistance to all City Subrecipients and contractors;
- Accept and review grant applications and notify the City of annual grant allocations
- Prepare annual risk assessments
- Conduct annual programmatic and financial monitoring
- Track financial status of all projects to ensure timely expenditures
- Receive and review monthly Subrecipient reports
- Receive, review, approve, and submit all reimbursement requests on the City's behalf
- Set up and close out of projects and beneficiary information in HUD Integrated Disbursement Information System
- Maintain vendor files for any rehabilitation contractors
- Obtain and submit vendor enrollments to Cobb County Purchasing Department
- Ensure verification of contractor debarment through SAM.Gov
- Prepare annual Subrecipient Agreement, Notice to Proceed, and Amendments for all projects
- Prepare all deed cancellations, loan subordinations, loan payoff requests and filings such documents with the County Clerk
- Conduct Grant Informational Workshops
- Hold pre-bid conferences for construction projects
- Receive and review all Davis Bacon Weekly Payrolls submissions

- Conduct on-site Davis Bacon interviews
- Gather and prepare information required for HUD semi-annual reports, Davis Bacon, and Section 3 reporting
- Prepare and approve environmental reviews for each CDBG-assisted project in its role as the Responsible Entity under 24 CFR Part 58.
- Maintain project files
- Archive files in accordance with HUD requirements, coordinating file reviews for HUD monitoring
- Coordinate file reviews for HUD monitoring
- Conduct Subrecipient training sessions, grant information sessions, grant application workshops, and contractor trainings
- Provide the required information to the County for preparation of the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance Evaluation Report, Analysis of Impediments to Fair Housing Choice report;
- Maintain all CDBG-related programmatic manuals, to include but limited to, CDBG Policy Manual, Section 3 Policy Manual, Environmental Review, Labor Standards Manual, and CDBG Subrecipient

Section 7: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as an entitlement municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 8: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.

b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.

c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.

d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition.

b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.

c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Joint Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 9: Authorizations

The Mayor of the City is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

COBB COUNTY
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Rabihah Walker-Towers
Managing Director

Section 10: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For City of Mableton:

_____
Signature of Authorized Person

_____
Typed or printed name and title

_____
Date of Signature

Attest: _____
Signature

_____
Typed or printed name and title

_____
Date of Signature

Date Approved: City Governing Body:

_____

[IMPRINT CITY SEAL BELOW]

For Cobb County:

_____
Lisa Cupid, Chairwoman
Cobb County Board of Commissioners

_____
Date of Signature

Attest: _____
County Clerk

_____
Date of Signature

[IMPRINT COUNTY SEAL BELOW]

_____
Rabihah Walker-Towers, Managing Director
Cobb County CDBG Program Office

_____
Date of Signature

Board Action Date: _____

Approved as To Form:

_____
County Attorney's Office

_____
Date of Signature

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Managing Director

Section 11: City Clerk Certification

Name of City: City of Mableton

This is to certify that the authority to execute the attached Joint Agreement with the Cobb County Board of Commissioners for participation in the Cobb County Community Development Block Grant Program, for Urban County qualification beginning with PY2026, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Cobb County Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

_____
Date

This is to further certify that the attached is a true and correct copy of said "Joint Agreement," as approved at the City Council meeting held on the date written above.

_____
Signature of City Clerk

_____
Print Name of City Clerk

_____
Date

Attest: _____
Signature

_____
Print Name of Attestor

_____
Date of Signature

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Section 12: City's Legal Opinion

CITY OF MABLETON

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Cobb County Urban Joint Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____
City Attorney

_____
Name of City Attorney
[Typed or Printed]

_____
Date of Approval

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Managing Director

Section 13: County's Legal Opinion

COBB COUNTY

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Cobb County Urban Joint Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____
County Attorney

_____
Name of County Attorney
[Typed or Printed]

_____
Date of Approval

STATE OF GEORGIA
COBB COUNTY
CITY OF MABLETON

RES 2026-04-01

A RESOLUTION REINFORCING THE CITY'S COMMITMENT TO PUBLIC SAFETY WITHIN THE CITY AND FOR OTHER LAWFUL PRUPOSES

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

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

WHEREAS, pursuant to O.C.G.A, § 36-30-7.1 and other applicable law, municipalities are authorized to provide "services, either directly or by contract;"

WHEREAS, the City provides "full-service law enforcement services…within the boundaries of Mableton" by and through a contract with Cobb County, Georgia ("Cobb County");

WHEREAS, the City desires to reinforce through this Resolution its commitment to public safety within the City; and

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

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

Section 1. The City hereby ratifies, adopts and reinforces the City and Cobb County's law enforcement policies: 1) prohibiting the use of excessive force by law enforcement agencies within the City against any individuals engaged in non-violent civil rights demonstrations and 2) enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction. The City further ratifies and adopts Cobb County's general law enforcement policies and police department General Orders Manual, as adopted and updated by Cobb County, Georgia.

****

Section 2. It is hereby declared to be the intention of the City Council that:
(a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were,

upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

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

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

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

Section 5. This Resolution does not authorize nor obligate the City to participate in the 287(g) program authorized by Section 287(g)(1) of the Immigration and Nationality Act, nor does this Resolution adopt or incorporate any policies set forth under the 287(g) program authorized by Section 287(g)(1) of the Immigration and Nationality Act.

BE IT SO RESOLVED, this 13th day of April, 2026.

ATTEST:

Susan D. Hiott

Susan D. Hiott, City Clerk

CITY OF MABLETON, GEORGIA:

Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, City Attorney

City Of Mableton Incorporated 2022 Georgia

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CDBG PROGRAM JOINT AGREEMENT QUALIFICATION

Re: CDBG Joint Agreement between the City of Mableton, Georgia and Cobb County, Georgia, for Program Year 2026 [January 1, 2026 – December 31, 2026]

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the CDBG Joint Agreement between the City of Mableton, Georgia and Cobb County, Georgia, for Program Year 2026 [January 1, 2026 – December 31, 2026] are fully authorized under State and local law, and the Agreement provides full legal authority for the County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

So submitted this 17th day of February, 2026.



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

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Consideration and Approval of the Mayor to negotiate and execute in substantial form the Community Development Block Grant (CDBG) Joint Agreement for Program Years January 1, 2027 - December 31, 2029 - Community Development Director Michael Hughes

BACKGROUND/SUMMARY: As the lead entity for the Cobb Urban County CDBG Program, Cobb County is required to qualify as an Urban County every three years along with its municipal partners. The county is requesting confirmation of the City's intent to continue participation in the Cobb Urban County CDBG Program for the next three-year period.

If the City elects to participate, it must approve a resolution authorizing the Mayor to execute the joint agreement

BUDGETED/FINANCIAL IMPACT – FUND: NA

RECOMMENDATION: That the Mayor & Council approve a resolution authorizing the Mayor to execute CDBG Program Urban County Joint Agreement for Program Years January 1, 2027 to December 31, 2029.

ATTACHMENTS:
1. City of Mableton Joint Agreement - FFY 2027-2029
2. Draft RESOLUTION NO PY 2027 - 2029

U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

JOINT AGREEMENT

FOR

Cobb County, Georgia
and
The City of Mableton

Program Years
January 1, 2027 – December 31, 2029

AUTHORITY: HUD - NOTICE CPD-25-04

COBB COUNTY
CDBG PROGRAM OFFICE

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Phone: (770) 528-1455 Fax: (770) 528-1466
www.cobbcounty.gov/cdbg

Rabihah Walker-Towers
Managing Director

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Managing Director

COBB COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
JOINT AGREEMENT [AUTHORITY: CPD-25-04; Issued: May 12, 2025]

Program Year 2027 - 2029

This Joint Agreement made this ____ day of _____, 2026, by Cobb County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the City of Mableton, a municipal corporation located in Cobb County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that Cobb County (hereinafter referred to as the "County") is eligible, as an Urban County, to receive Community Development Block Grant (CDBG) entitlement funds under Title I of the Housing and Community Development Act of 1974, as amended. Such funds, including any program income derived from the expenditure of CDBG funds, shall be used to address the needs of low- and moderate-income persons and shall be made available during the Program Years (hereinafter referred to as "PY") 2027-2029. The County's Urban County qualification shall remain in full force and effect for each three-year qualification period unless a participating municipality elects to exclude itself from the Urban County CDBG Program in accordance with HUD regulations, instructions, and schedules.

The County agrees to provide written notice to participating municipalities of their right to elect exclusion from the Urban County CDBG Program for each successive three-year qualification period, in compliance with HUD-required notification timelines.

This Joint Agreement is entered into by and between Cobb County, an Urban County, and the City of Mableton, an entitlement municipality based on population. In accordance with Title I of the Housing and Community Development Act of 1974, as amended, and 24 CFR Part 570, the City of Mableton shall retain responsibility for its Community Development Block Grant (CDBG) entitlement allocation. The City hereby authorizes Cobb County to administer the City's CDBG program on its behalf and to carry out all applicable programmatic, administrative, environmental review, and federal cross-cutting requirements associated with the CDBG entitlement program.

HUD regulations permit Urban Counties and their participating entitlement municipalities to enter into Joint Agreements that automatically renew at the end of each three-year qualification period, unless HUD requires revisions that necessitate execution of a new agreement or unless the entitlement municipality elects not to participate at the beginning of a subsequent qualification period. This Joint Agreement shall automatically renew for subsequent qualification periods unless terminated or amended in accordance with HUD requirements.

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Section 2: CDBG Program

Funds received under this Agreement shall be used to improve the qualify of housing, public facilities, and certain public service capital needs, and to create and/or retain jobs, principally for the benefit of low- and moderate-income persons. Such funds may benefit low- and moderate-income persons residing within the County's incorporated municipalities, provided that the needs of such persons are identified and included in the Cobb County CDBG Program.

By executing this CDBG Joint Agreement, the City understands and agrees the following provisions:

1. **State CDBG Program**
   May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the Urban County's CDBG Program.

2. **HOME Program**
   May receive a formula allocation under the HOME Investment Partnerships (HOME) Program only through the Urban County. Accordingly, even if the Urban County does not receive a HOME formula allocation, the participating unit of local government may not form a HOME consortium with other local governments.
   (*This provision does not preclude the Urban County or a participating unit of local government from applying to the State for HOME funds.)*

3. **ESG Program**
   May receive a formula allocation under the Emergency Solutions Grant (ESG) Program only through the Urban County.
   (This provision does not preclude the Urban County or a participating unit of local government from applying to the State for ESG funds.)

Participation under this Agreement constitutes participation in the Community Development Block Grant (CDBG) Program in accordance with HUD requirements. For each Program Year, the City agrees to establish local priorities and submit to the County a list of proposed eligible CDBG activities. Such activities shall be submitted in accordance with the County's schedule for the preparation of the Consolidated Plan(s) and Annual Action Plan(s), which are subject to HUD approval.

The County shall accept the list of CDBG activities as recommended by the City, except for activities that are determined to be ineligible under applicable federal regulations. The County and the City acknowledge that neither party shall obstruct the implementation of HUD-approved Consolidated Plan(s) during the term of this Agreement. The County and the City further agree to work cooperatively each Program Year to establish an implementation schedule that is responsive to the City's needs while ensuring compliance with all applicable federal requirements.

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Managing Director

The County agrees to submit to the City, for review and comment, any plans or actions affecting the City that involve the use of CDBG funds prior to implementation.

Section 3: Duration of Agreement

This Agreement shall remain in effect for the duration of the applicable three-year Urban County qualification period and until all CDBG funds received by the County have been fully expended, unless otherwise terminated in accordance with HUD requirements.

The City shall pledge its willingness to undertake or assist in the undertaking of eligible CDBG activities funded through the Cobb County CDBG Program. The City shall participate as a member of the County's CDBG Program beginning with Program Year (PY) 2027 and shall remain a participating member until such time, at the end of a HUD-designated qualification period, as the County provides the City with written notice, in accordance with HUD-established instructions and schedules, and the City elects not to participate in a subsequent qualification period.

The failure of either party to adopt and submit to HUD any amendment(s) to this Agreement incorporating changes required by HUD for a subsequent three-year Urban County qualification period shall void the automatic renewal of the Agreement for that qualification period. The County shall notify the City, by HUD-prescribed dates, for each successive three-year qualification period, of the City's right to remain a party to this Agreement or to elect exclusion from the County's CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Joint Agreement after the date first written prior to the end of any three-year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three-year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to quality as an Urban County, or if the County does not receive a CDBG grant in any year of the three-year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

a. HUD requires changes in the Agreement; or
b. The City shall choose to exclude itself from the County CDBG Program; or
c. The County shall no longer qualify to receive CDBG funds.

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Rabihah Walker-Towers
Managing Director

Section 4: Federal Grant Restrictions

The City shall not apply for grants under the Georgia Department of Community Affairs (DCA) State Community Development Block Grant (CDBG) Program for any fiscal year during which it participates in the County's CDBG Program. The City further shall not participate in a HOME or ESG consortium except through the County, regardless of whether the County receives a formula allocation.

The County shall actively request the City's involvement in the CDBG Program and shall accept the City's interest in undertaking eligible CDBG activities. The County and the City shall cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, including urban renewal and publicly assisted housing activities within the municipal boundaries of the City.

Section 5: Compliance

The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City shall take all actions necessary to ensure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and the obligation to affirmatively further fair housing. The County and the City shall also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all other applicable federal, State, and local laws and regulations.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating City that does not affirmatively further fair housing within its jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City shall affirmatively further fair housing within its jurisdiction and shall assist the County in implementing the HUD-approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: Administration of Program

The County shall be responsible for administering the Community Development Block Grant (CDBG) Program on behalf of the City, including, but not limited to, the preparation of plans and reports to be submitted to HUD; issuance of required public notices; solicitation of project submittals and acceptance of applications; evaluation, administration, and monitoring of projects funded solely with the City's CDBG funds; tracking and receipt of program income; and reporting to HUD.

The County shall have responsibility for approving projects as eligible for funding following selection by the Mayor and Council of the City. Upon identification of proposed project sites and addresses by the City, the County shall conduct all required environmental reviews in accordance with the National Environmental Policy Act (NEPA) and 24 CFR Part 58 on behalf of the City. The County shall be responsible for completing all environmental documentation, issuing required notices, submitting Requests for Release of Funds (RROF) to HUD, and obtaining Authority to Use Grant Funds, when applicable, prior to the City's commitment or expenditure of CDBG funds. The City shall cooperate with the County by providing timely and accurate project information necessary to complete the environmental review process.

The County shall retain an annual administrative fee of $15,000.00 for management of the City's CDBG Program, subject to the maximum percentage permitted by HUD regulations. Administrative costs charged to the City's CDBG allocation shall not exceed the limits established by HUD. Only costs directly associated with the management and administration of the CDBG Program shall be charged against CDBG administrative funds.

The County shall be responsible for preparing all reports required by CDBG regulations and for carrying out all aspects of grant planning, implementation, and day-to-day program operations necessary to ensure compliance with HUD regulations and applicable local policies.

CDBG Program Implementation and Management Responsibilities

- Issuance of public notices in Marietta Daily Journal, Mundo Hispanico, GA Voice website, and the County's website in English and Spanish

- Hold all public review meetings for initial funding allocations and any funding amendments
- Oversee and manage all CDBG projects, to include reviewing contract documents/submittals, procurement documents, CDBG eligibility of projects, processing contractor invoices, and reimbursement to the City
- Provide technical assistance to all City Subrecipients and contractors;
- Accept and review grant applications and notify the City of annual grant allocations
- Prepare annual risk assessments
- Conduct annual programmatic and financial monitoring
- Track financial status of all projects to ensure timely expenditures
- Receive and review monthly Subrecipient reports
- Receive, review, approve, and submit all reimbursement requests on the City's behalf
- Set up and close out of projects and beneficiary information in HUD Integrated Disbursement Information System
- Maintain vendor files for any rehabilitation contractors
- Obtain and submit vendor enrollments to Cobb County Purchasing Department
- Ensure verification of contractor debarment through SAM.Gov
- Prepare annual Subrecipient Agreement, Notice to Proceed, and Amendments for all projects
- Prepare all deed cancellations, loan subordinations, loan payoff requests and filings such documents with the County Clerk
- Conduct Grant Informational Workshops
- Hold pre-bid conferences for construction projects
- Receive and review all Davis Bacon Weekly Payrolls submissions
- Conduct on-site Davis Bacon interviews
- Gather and prepare information required for HUD semi-annual reports, Davis Bacon, and Section 3 reporting
- Prepare and approve environmental reviews for each CDBG-assisted project in its role as the Responsible Entity under 24 CFR Part 58
- Maintain project files
- Archive files in accordance with HUD requirements, coordinating file reviews for HUD monitoring
- Coordinate file reviews for HUD monitoring
- Conduct Subrecipient training sessions, grant information sessions, grant application workshops, and contractor trainings
- Provide the required information to the County for preparation of the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance Evaluation Report, Analysis of Impediments to Fair Housing Choice report
- Maintain all CDBG-related programmatic manuals, to include but limited to, CDBG Policy Manual, Section 3 Policy Manual, Environmental Review, Labor Standards Manual, and CDBG Subrecipient

Section 7: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as an entitlement municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 8: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.

b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.

c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.

d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

a. The City shall inform the County in writing at least thirty (30) calendar days prior to any

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modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition.

b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.

c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Joint Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 9: Authorizations

The Mayor of the City is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

COBB COUNTY
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Rabihah Walker-Towers
Managing Director

Section 10: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For City of Mableton:

_____
Signature of Authorized Person

_____
Typed or printed name and title

_____
Date of Signature

Attest: _____
Signature

_____
Typed or printed name and title

_____
Date of Signature

Date Approved: City Governing Body: _

____

[IMPRINT CITY SEAL HERE]

For Cobb County:

_____
Lisa Cupid, Chairwoman
Cobb County Board of Commissioners

_____
Date of Signature

Attest: _____
County Clerk

_____
Date of Signature
[IMPRINT COUNTY SEAL HERE]

_____
Rabihah Walker-Towers, Managing Director
Cobb County CDBG Program Office

_____
Date of Signature

Board Action Date: _____

Approved as to Form:

_____
County Attorney's Office

_____
Date of Signature

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Rabihah Walker-Towers
Managing Director

Section 11: City Clerk Certification

Name of City: City of Mableton

This is to certify that the authority to execute the attached Joint Agreement with the Cobb County Board of Commissioners for participation in the Cobb County Community Development Block Grant Program, for Urban County qualification beginning with PY2026, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Cobb County Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

_____
Date

This is to further certify that the attached is a true and correct copy of said "Joint Agreement," as approved at the City Council meeting held on the date written above.

_____
Signature of City Clerk

_____
Print Name of City Clerk

_____
Date

Attest: _____
Signature

_____
Print Name of Attestor

_____
Date of Signature

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Managing Director

Section 12: City's Legal Opinion

CITY OF MABLETON

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Cobb County Urban Joint Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____
City Attorney

_____
Name of City Attorney
[Typed or Printed]

_____
Date of Approval

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Rabihah Walker-Towers
Managing Director

Section 13: County's Legal Opinion

COBB COUNTY

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Cobb County Urban Joint Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____
County Attorney

_____
Name of County Attorney
[Typed or Printed]

_____
Date of Approval

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF MABLETON TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) URBAN COUNTY COOPERATION AGREEMENT WITH COBB COUNTY, GEORGIA FOR THE QUALIFICATION PERIOD JANUARY 1, 2027 THROUGH DECEMBER 31, 2029; AND FOR OTHER PURPOSES.

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §5301 et seq.), authorizes the Secretary of the United States Department of Housing and Urban Development (HUD) to make grants to units of general local government to carry out community development and housing activities; and

WHEREAS, Cobb County, Georgia qualifies as an "Urban County" under the Community Development Block Grant (CDBG) Program pursuant to 24 CFR §570.307; and

WHEREAS, 24 CFR §570.501(b) and §570.307(b) authorize units of general local government to enter into Cooperation Agreements with an Urban County for the purpose of undertaking essential community development and housing assistance activities; and

WHEREAS, the City of Mableton desires to enter into a Cooperation Agreement with Cobb County for the three-year Urban County qualification period beginning January 1, 2027 and ending December 31, 2029; and

WHEREAS, under the terms of the Cooperation Agreement, the City of Mableton will cooperate in the undertaking, or assist in the undertaking, of community renewal and lower-income housing assistance activities, including, but not limited to, urban renewal and publicly assisted housing; and

WHEREAS, the Cooperation Agreement requires that the City of Mableton grant to Cobb County the authority to undertake or assist in undertaking activities that the County is unable to undertake on its own, including the authority to carry out all activities necessary to comply with the requirements of the CDBG Program; and

WHEREAS, pursuant to HUD requirements for Urban County participation, the City of Mableton must agree that it will not apply for grants under the CDBG Program (except as part of the Urban County) during the term of the Cooperation Agreement; and

WHEREAS, the Cooperation Agreement must also provide that it will remain in effect for the entire Urban County qualification period, and that neither party may terminate or withdraw from the Agreement while it remains in effect without the consent of the other party and the approval of HUD; and

WHEREAS, the governing authority of the City of Mableton finds that participation in the Cobb County Urban County CDBG Program will enable the City to benefit from coordinated planning

and funding of community development activities that principally benefit low- and moderate-income persons.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Mableton, Georgia, as follows:

1. **Authorization to Execute Urban County Cooperation Agreement.**
   The Mayor of the City of Mableton is hereby authorized and directed to execute, on behalf of the City, a Community Development Block Grant (CDBG) Urban County Cooperation Agreement with Cobb County, Georgia for the qualification period of January 1, 2027 through December 31, 2029, in substantially the same form as that required by the United States Department of Housing and Urban Development (HUD) for Urban County designation.
2. **Cooperation and Delegation of Authority.**
   The City of Mableton hereby agrees to cooperate in the undertaking, or assist in the undertaking, of essential community development and housing assistance activities, specifically including urban renewal and publicly assisted housing, and hereby grants Cobb County the authority to undertake or assist in undertaking such activities and to carry out all requirements of the CDBG Program.
3. **Restriction on Independent Applications.**
   The City of Mableton agrees that it shall not apply for or receive CDBG funds directly from HUD during the term of the Cooperation Agreement and shall rely upon Cobb County, as the Urban County, to submit applications for and administer CDBG funds on behalf of participating units of general local government.
4. **Binding Term and Withdrawal Provisions.**
   The City of Mableton acknowledges and agrees that the Cooperation Agreement shall remain in full force and effect for the entire Urban County qualification period of January 1, 2027 through December 31, 2029, and that the City may not withdraw from or terminate the Agreement during such period without the written consent of Cobb County and the approval of HUD.
5. **Compliance with Federal Requirements.**
   The City of Mableton agrees to comply with all applicable provisions of federal law and regulations, including but not limited to Title I of the Housing and Community Development Act of 1974, as amended, and all applicable regulations set forth in 24 CFR Part 570.
6. **Execution of Related Documents.**
   The Mayor and/or his or her designee is further authorized to execute any and all additional documents and certifications required by Cobb County or HUD to effectuate the City's participation in the Urban County CDBG Program.
7. **Effective Date.**
   This Resolution shall become effective immediately upon its adoption.

SO RESOLVED AND ADOPTED by the Mayor and City Council of the City of Mableton, Georgia, this ____ day of _____, 2026.

CITY OF MABLETON, GEORGIA

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Resolution of the City of Mableton, Georgia, Establishing Committees for Effective Governance in the City and For Other Lawful Purposes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. Mayoral Committee Resolution 01.19.2024 - Revised 05.08.2026

STATE OF GEORGIA
COBB COUNTY
CITY OF MABLETON

A RESOLUTION OF THE CITY OF MABLETON, GEORGIA, ESTABLISHING COMMITTEES FOR EFFECTIVE GOVERNANCE IN THE CITY 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, Section 2.20(b) of the City Charter provides that "all committees of the city council shall be appointed in a manner determined by the City Council;"

WHEREAS, the City of Mableton recognizes the importance of fostering strategic initiatives, enhancing community health, promoting technological innovation, and improving transit services for the overall well-being and prosperity of its residents;

WHEREAS, the Mayor is elected as the official spokesperson and leader of the City, entrusted with the responsibility to advocate for policies that address the evolving needs of the City;

WHEREAS, the Mayor, in fulfilling this vital role, requires the support of committees to thoroughly examine, advise, and address key areas such as transit, education, community health, strategic initiatives, technology and innovation, ensuring a comprehensive and effective approach to governance;

WHEREAS, the advisory bodies established herein are solely advisory to the Mayor, are administratively housed within the Office of the Mayor, and are not committees, boards, commissions, or authorities of the City Council or the City exercising governmental authority;

WHEREAS, the establishment of committees, with appointed members serving at the pleasure of the Mayor, will provide a structured framework for the Mayor to exercise their leadership, enabling them to leverage the expertise of community stakeholders and professionals in each respective field; and

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

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

Section 1.

a. **Establishment of Mayoral Advisory Committees**. The Mayor is hereby authorized to establish advisory committees within the Office of the Mayor to provide stakeholder input, subject-matter expertise, community engagement and non-binding

recommendations regarding matters impacting the City, including but not limited to transit, community health, strategic initiatives, technology, innovation, education and other areas as determined by the Mayor. Such bodies shall be individually named by the Mayor and referred to collectively as "Mayoral Advisory Committees."

b. **Appointment**. The Mayor shall have the authority to appoint committee chairs and officers as well as members to serve on each Mayoral Committee. All committee chairs, officers, and members shall serve at the pleasure of the Mayor.

c. **Procedure**. Each Mayoral Committee may adopt guidelines, bylaws and/or rules of procedure issued by the Mayor or the Office of the Mayor, so long as such are not inconsistent with Ordinances, Resolutions and/or adopted actions of the City Council. All Mayoral Advisory Committees shall operate under the administrative oversight of the Office of the Mayor.

d. **Removal**. The Mayor shall have the discretion and right to remove members and/or officers of any Mayoral Committee, at any time and with or without cause, for purposes that include ensuring such committees remain relevant and responsive to the evolving needs of the City.

e. **Tasks**. Each Mayoral Advisory Committee may provide non-binding advice, stakeholder engagement, subject-matter expertise, community outreach support and recommendations regarding matters within its designated focus area. Such support may include assisting the Office of the Mayor with public engagement initiatives educational forums, community events, strategic initiatives, and other mayoral programs intended to promote the public welfare and civic engagement within the City.

f. **Communication.** Mayoral Advisory Committees shall regularly report their findings and recommendations to the Mayor, facilitating a transparent and accountable governance process between the Mayor and Mayoral Advisory Committees.

g. **Reimbursements**. Members shall serve voluntarily and without compensation. Reimbursement of pre-approved expenses may occur only in accordance with adopted City purchasing and travel policies and subject to budget availability. Committee members are not entitled to receive compensation but may be reimbursed for actual and necessary expenses, as approved in writing in advance by the Mayor and within the confines of the City's budget and/or spending plan.

h. **Advisory Nature.** Mayoral Advisory Committees shall serve solely in an advisory capacity to the Mayor and Office of the Mayor and shall possess no legislative, regulatory, administrative, contractual, fiscal, or policymaking authority on behalf of the City. No action or recommendation of any Mayoral Advisory Committee shall bind the City Council, City staff, or the City unless separately approved through official action by the City Council.

i. **Non-interference.** Nothing in this Resolution shall be construed to supersede the authority of the City Council, City Manager, or any department established by the Charter, ordinances, Resolutions or administrative policies of the City.

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

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

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

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

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

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

BE IT SO RESOLVED, this _____ day of _____, 2026 .

ATTEST: CITY OF MABLETON, GEORGIA:

_____ _____

Susan D. Hiott, City Clerk Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

_____

Emilia Walker-Ashby, City Attorney

AGENDA ITEM MEMORANDUM

MEETING OF: May 13, 2026
DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Consideration and Approval of Resolution approving an Intergovernmental Agreement with Cobb County and the Municipalities (Acworth, Austell, Kennesaw, Marietta, Powder Springs, Smyrna, and Mableton for the Use and Distribution of Proceeds from the 2028 Special Purpose Local Option Sales Tax for Capital Outlay Projects - City Manager Bill Tanks

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:
1. 2028 IGA with exhibits v.5 (1)
2. redline 05-06-2026 2028 IGA draft (lwb v.1) (1)
3. SPLOST 2028 Resolution Rev. 5.13.26

STATE OF GEORGIA)
)
COUNTY OF COBB)

INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2028 SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS

THIS AGREEMENT is made and entered this the _____day of_____, 2026 ("Agreement"), by and between Cobb County, a political subdivision of the State of Georgia (the "County"), and the City of Acworth, the City of Austell, the City of Kennesaw, the City of Mableton, the City of Marietta, the City of Powder Springs and the City of Smyrna, municipal corporations of the State of Georgia (collectively the "Municipalities" and, as the context requires, "Municipality").

WITNESSETH:

WHEREAS, the parties to this Agreement are the County and the Municipalities; and

WHEREAS, the citizens of Cobb County, Georgia in 2020 voted to approve and impose the 2022 Cobb County SPLOST; and

WHEREAS, the authority to impose the tax authorized by the 2022 Cobb County SPLOST will terminate on December 31, 2027; and

WHEREAS, the Counties and the Municipalities believe it is in the best interest of Cobb County and the Municipalities to reimpose a six-year SPLOST pursuant to O.C.G.A. § 48-8-110 ("2028 SPLOST") to fund capital outlay projects that significantly improve the health, safety and welfare of all taxpayers and residents of Cobb County and the Municipalities; and

WHEREAS, the 2028 SPLOST will not add an additional penny to the existing 2022 SPLOST but will be collected instead of the 2022 SPLOST which will expire on December 31, 2027; and

WHEREAS, the parties anticipate that the Cobb County Board of Commissioners will approve and sign a resolution requesting the Cobb County Board of Elections and Registration to issue a call for a Referendum on the issue of the imposition of the proposed 2028 SPLOST; and

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects, as that term is defined and described by the Act ("capital outlay projects" or "projects") for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, each of the Municipalities is a qualified municipality pursuant to O.C.G.A. § 48-8-110 (4); and

WHEREAS, the County and Municipalities met previously to discuss and select those projects for inclusion in the 2028 SPLOST referendum as required by O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and Municipalities have negotiated a proposed division of the SPLOST proceeds as authorized by the Act and have agreed to responsibilities and services to be performed by each party for the benefit of the others, and

WHEREAS, the County and the Municipalities are authorized to enter into this Agreement by Article IX, Section III, Paragraph I of the Georgia Constitution.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

A. The County makes the following representations which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;

(ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of the County;

(iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on November 3, 2026 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Cobb County for a period of 24 quarters, commencing on January 1, 2028, to raise an estimated $ 1,150,000,000.00 to be used for funding the projects specified in Exhibit A[1] attached hereto and specifically made a part hereof by reference.

B. Each of the Municipalities makes the following representations which may be specifically relied upon by all parties as a basis for entering into this Agreement:

[1] Exhibit A is a list of Projects anticipated to be funded with SPLOST proceeds. Tier 1 includes projects anticipated to be fully funded based on projected estimated costs, while Tier 2 is a list of projects to be implemented only if proceeds of the tax collected exceed the projected estimated costs of all Tier 1 projects. Any references to Exhibit A shall mean both tiers unless otherwise specified.

(i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;

(ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;

(iv) Each Municipality is a qualified municipality as defined in O.C.G.A § 48-8-110 (4); and

(v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and Municipalities to comply in all respects with the Act and all provisions of this Agreement shall be construed in light of the Act.

D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit A, Tier 1 of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement and Exhibit A.

E. During the term of this Agreement, the County and the Municipalities agree that each approved SPLOST facility associated with and funded pursuant to this Agreement shall be maintained as a public facility and in public ownership. If ownership of any such project is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed additional SPLOST funds for use by the original recipient (County/Municipality) or may be disposed of as provided by other applicable law.

F. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures thereof for each project undertaken by the County or respective Municipality as required by State Law and to fulfill the terms of this Agreement as more fully set forth in Section 11 hereof.

Section 2. Conditions Precedent

A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A.§ 48-8-111(a).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A § 48-8-111 (b) through (e).

C. This Agreement is further conditioned upon collection of the SPLOST revenues by the Georgia Department of Revenue ("Revenue Department") and distribution of the same to the County.

Section 3. Effective Date and Term of the Tax

The 2028 SPLOST, subject to approval in an election to be held on November 3, 2026, shall continue for a period of six (6) years with collections beginning on January 1, 2028.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

(i) The official declaration by the Cobb County Board of Elections and Registration of the failure of the election described in this Agreement;

(ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the 2028 SPLOST after the expiration of same; or

(iii) The completion of all projects described in Exhibit A, Tier 1 where actual SPLOST Proceeds are adequate to complete such projects, and those projects undertaken with SPLOST funds in Exhibit A, Tier 2.

Section 5. County SPLOST Fund: Separate Accounts; No Commingling

A. A special fund or account shall be created by the County and designated as the 2028 Cobb County Special Purpose Local Option Sales Tax Fund (the "County SPLOST Fund"). The County shall select a bank which shall act as a depository and custodian of the County SPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. Each Municipality shall create a special fund to be designated as the 2028 [*municipality name*] Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

C. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

D. Any investment by the County or any Municipality of SPLOST funds shall be in accordance with O.C.G.A. §36-80-3 and other applicable law.

Section 6. Procedure for Disbursement of SPLOST Proceeds

A. Upon receipt by the County of SPLOST proceeds collected by the Revenue Department,[2] the County shall immediately deposit said proceeds in the County SPLOST Fund and disburse said funds as provided in Paragraph B of this Section.

B. The County, following deposit of the SPLOST proceeds in the County SPLOST Fund, shall disburse the SPLOST proceeds to each Municipality on a monthly basis within ten (10) days of receipt of funds from the Revenue Department on a schedule as follows:

(i) The total of each month's revenue received from the Revenue Department will be reduced by the projected costs of certain county-wide capital outlay project costs as identified on Exhibit A, and such amount shall remain in the County SPLOST Fund.

(ii) Of the remaining monthly revenue, 36.424%[3] will be disbursed to the Municipalities based upon the ratio that the population of each municipality bears to the total population of the County per the July 1, 2024 US Census Bureau estimated County/Municipalities population projections, and 63.576 % shall remain in the County SPLOST fund[4].

(iii) For projects that are to be jointly carried out between the County and a Municipality ("Joint Projects"), the County and such Municipality shall enter into an intergovernmental agreement for the specific Project, including each party's percentage share of Project costs, prior to the expenditure of any SPLOST funds thereon. Where the County is the sponsoring agency for such Project, the County shall prepare the Project timeline and intergovernmental agreement for review and execution by the parties. Additionally, and prior to the disbursement set forth in subsection (ii) above, the County will retain that portion of the distribution related to the Joint Project cost of the involved Municipality's agreed upon share of the Joint Project, as Project costs are incurred and as reflected in the intergovernmental agreement between the parties. Where the Municipality is the sponsoring agency for such Project, the Municipality shall prepare the Project timeline and intergovernmental agreement for review and execution by the parties. Additionally, the County will disburse to the involved Municipality that portion of the County's share of the Joint Project cost at the same time of the disbursement set forth in subsection (ii) above, as

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2 Pursuant to O.C.G.A § 48-8-115, proceeds of the 2028 SPLOST shall be collected by the Revenue Department and one percent (1%) of the amount of the SPLOST proceeds collected beginning on January 1, 2028 shall be paid into the general fund of the State Treasury to defray the Department's costs of administration.

3 This figure represents the percentage of all Cobb County residents who are also residents of Municipalities versus the total population of the County, including Municipality residents and non-Municipality residents, per the July 1, 2024 US Census Bureau estimated population projections.

4 Attached hereto and specifically made a part hereof is Exhibit B which, for illustrative purposes only, provides an Estimated Disbursement Schedule based on anticipated SPLOST revenues.

Project costs are incurred and as reflected in the intergovernmental agreement between the parties. Joint Projects, the estimated costs of each and the relative sponsorship and percentage share of each party is noted on Exhibit A.

(iv) The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.

C. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an Act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an Act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor municipality would otherwise be entitled. In either event, the projects of such defunct Municipality as listed in Exhibit A, Tier 1 will be funded by the County with and to the extent of the Municipality's available share of SPLOST proceeds. In the event that a qualified municipality shall come into existence after the date of this Agreement, such municipality shall not be entitled to share the SPLOST proceeds.

D. Should the County or any Municipality obtain additional funding from sources other than SPLOST for funding of projects included in the SPLOST project list, the SPLOST funds not expended may be shifted to the funding of other projects included in Exhibit A, Tier 1. If the SPLOST proceeds collected plus the additional funding referenced herein exceed the projected estimated costs of all Tier 1 projects, then, in such event, said funds may be expended on projects included in Exhibit A, Tier 2.

Section 7. Projects

All County and Municipality capital outlay projects anticipated to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A, Tier 1. Exhibit A, Tier 2 contains a list of projects to be implemented only if SPLOST tax proceeds are available after funding of all of the projects listed in Exhibit A, Tier 1 at their estimated costs.

Section 8. Priority and Order of Project Funding; Joint Project Funding

A. Priority of Funding.

SPLOST proceeds shall be distributed to the Municipalities in accordance with Section 6. B. of this Agreement. Exhibit A shows the priority or order in which municipal projects will be fully or partially funded. Except as provided in Paragraph B of this Section and Paragraph C of Section 9 of this Agreement, any change to the priority in which Municipality projects will be funded or schedule affecting any particular Municipality, shall be accomplished by a memorandum of understanding between the County and the affected Municipality. Any change to funding participation for Joint Projects shall be accomplished by an amendment to the intergovernmental agreement for such project between the respective parties.

B. Joint Project Funding.

(i) In the event that a Joint Project is undertaken jointly by the County and a Municipality and said Project has a funding overage or underage, the savings or shortfall shall be shared in a manner proportionate to the scheduled contribution of each. In the event of cost savings for any such Project, the sponsoring agency shall promptly return to the non-sponsoring agency for reallocation (See Sections 9. B. and 9. C. below) any such unused amounts retained or received from the non-sponsoring agency associated with such Joint Project. The intergovernmental agreement between the parties for such Joint Project shall include a provision to address this contingency.

(ii) In the event of a funding shortfall for any Project, however, the affected parties shall amend the intergovernmental agreement for the particular Joint Project in conformity with this subsection prior to any additional funds being committed or expended. The County and Municipalities acknowledge that project budgets to be shared by the Joint Project participants have been established based on planning level estimates. Potentially, during design, real or personal property procurement, and/or construction, circumstances may arise that impact the initial estimated budget. Unless the involved participants agree to jointly allocate additional funds, or one participant agrees to unilaterally allocate additional funds, the involved Parties agree the Joint Project will have to be managed or modified to meet the initial estimated budget, unless the Joint Project is jointly determined to be infeasible. If the Joint Project is deemed infeasible, the sponsoring agency shall promptly return to the non-sponsoring agency any such unused amounts retained or received from the non-sponsoring agency associated with such Joint Project.

Section 9. Completion of Projects

A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts. The County and Municipalities reserve the right to modify their estimated projects budgets as circumstances dictate.

B. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, Tier 1 because of project savings, receipt of additional funding or other reasons, the County may apply the remaining unexpended funds to any other county project in Exhibit A, Tier 1. If all Exhibit A, Tier 1 projects have been fully funded at their estimated costs, then the unexpended funds may be applied to projects in Exhibit A, Tier 2. If a county project costs more than estimated, the shortfall may be covered by other available SPLOST funds to which the County is entitled.

C. If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, Tier 1 because of project savings, receipt of additional funding or other reasons, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit A, Tier 1. If all Exhibit A, Tier 1 projects have been fully funded at their estimated costs, then the unexpended funds may be applied to projects in Exhibit A, Tier 2. If a municipal project costs more than estimated, the shortfall may be covered by other available SPLOST funds to which such Municipality is entitled.

D. The County and Municipalities agree that, to the extent reasonably possible, each approved SPLOST project associated with this Agreement is anticipated to be completed or substantially

completed within ten years of the termination of the SPLOST, excepting those projects for which circumstances exist which prevent such timely completion, including lack of total funding. The County and Municipalities retain their discretion to make decisions that fall within the authorization of the SPLOST referendum and law, including but not limited to making adjustments in the plans and budgets for approved projects made necessary by changing circumstances, and making determinations as to whether a project remains feasible. There shall be no obligation on the part of the County or the Municipalities to fund or construct the projects listed in Exhibit A, Tier 2 as those projects are included for the limited purpose of being able to utilize any SPLOST funds collected in excess of the budgeted amounts for all Exhibit A, Tier 1 projects, if such become available pursuant to the terms of this Agreement.

E. To the extent SPLOST receipts as allocated pursuant to Section 6 of this Agreement exceed the amounts needed to complete all County and Municipality projects described in Exhibit A, Tier 1 and Tier 2, such proceeds shall be distributed to the County and among the Municipalities in the same percentages as specified in Section 6. B.(ii) herein.

Section 10. Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement. The County shall be entitled to retain any interest accruing on SPLOST funds held by the County in the County SPLOST Fund, and each Municipality shall be entitled to retain any interest on SPLOST funds held by the Municipality in its Municipal SPLOST fund. Interest on SPLOST funds shall only be used to fund approved SPLOST projects.

Section 11. Audits; Reports; Indemnification

A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the County SPLOST Fund and each Municipal SPLOST fund shall be audited annually by an independent certified public accounting firm ("CPA") in accordance with O.C.G.A. § 48-8-121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide to the County Comptroller and the County shall provide to each Municipal Finance Officer no later than 180 days of the close of each Municipality's and County's fiscal year an audited report prepared by the CPA detailing SPLOST expenditures by such party during the preceding year.

C. The County and each Municipality shall comply with the reporting requirements of O.C.G.A. § 48-8-122. Under said provision, not later than 180 days following the close of each fiscal year, the governing authority of each County and Municipality receiving any SPLOST proceeds shall publish annually, in a newspaper of general circulation in the boundaries of such local government, a simple, nontechnical report which shows for each project or purpose in the resolution or ordinance calling for imposition of the tax the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. In the case of road, street, and bridge purposes, such information shall be in the form of a consolidated schedule of the total original estimated cost, the total current estimated cost if it is not the original estimated cost, and the total amounts expended in prior years and the current year for all such projects

and not a separate enumeration of such information with respect to each such individual road, street, or bridge project. The report shall also include a statement of what corrective action the local government intends to implement with respect to each project which is underfunded or behind schedule and any excess proceeds which have not been expended for a project or purpose.

D. In addition to the legal reporting requirements set forth in O.C.G.A. § 48-8-122, each Municipality will provide documentation to the County and the 2028 One Percent Sales Tax Citizens' Oversight Committee annually verifying that its respective municipal projects included in the 2028 SPLOST are being administered in accordance with applicable law and that no SPLOST funds are being utilized for purposes other than those allowed.

E. The County and the Municipalities shall each be responsible for its own compliance with applicable laws and the provisions of this Agreement, and for any agreements, contracts, and expenditures related in any manner to this Agreement and the SPLOST proceeds, and shall indemnify and hold harmless all other parties to this Agreement from any claims, damages, fines or penalties filed, incurred, or assessed related to same.

Section 12. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally, by electronic mail, or sent by registered or certified United States mail, postage prepaid, as follows:

See Exhibit C

Section 13. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the 2028 SPLOST and services rendered by each party for the benefit of and on behalf of all parties. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said 2028 SPLOST funds.

Section 14. Amendments

Except as provided in Section 8, this Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 15. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 16. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 17. Compliance with Law

The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations applicable to the provisions and subject matter hereof.

Section 18. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty herein of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 19. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 20. Authority to Bind

The individuals whose names appear below represent that they have or have been accorded by their governing or executive bodies the necessary authority to bind the entities on whose behalf each has executed this document.

Section 21. Dispute Resolution

A. The County and Municipalities acknowledge that disputes under this Agreement may arise from time to time, and agree that, subject to the other provisions of this Agreement, each shall attempt to resolve such disputes according to the provisions of this Section. The County and Municipalities do not intend to limit the kind of dispute or disagreement arising under this Agreement which may be submitted to the Dispute Resolution procedures set forth in this Section.

B. Request for Clarification: In the event of an issue or question by the County or any Municipality regarding any aspect of this Agreement, the parties involved shall attempt to resolve that issue or answer that question amicably before proceeding to legal remedies. Such resolution efforts shall include communications between the parties outlining the particular issues, proposed solutions, and any other items necessary to resolve the situation. The parties agree that the request for clarification and any responses thereto should be completed no later than 30 calendar days after the request for clarification is made.

C. Escalation: In the event that a request for clarification pursuant to Paragraph B above does not result in a mutually agreeable solution to the dispute, either the County or Municipality shall have the

right to have the other party appoint a designated representative that has authority to settle the dispute (or recommend to its governing body such settlement) and that is at a higher level of management than the person with direct responsibility for administration of this Agreement to communicate with an equal-leveled representative of the requesting party.

D. Mediation: Any claim, controversy or dispute between the County and any Municipality(ies) that cannot be settled through negotiation or pursuant to Paragraph B or C above, may be resolved through non-binding mediation. If the County and Municipality agree to submit the dispute to non-binding mediation, the following mediation provisions shall apply: (I) the parties shall agree to a mediator who is engaged in the practice of law; (2) if the parties cannot agree on who the mediator will be, the County Manager, and the City Manager of the Municipality involved in the dispute, or if there is more than one Municipality involved in the dispute, the City Manager unanimously designated to represent all of said Municipalities, together will agree on a mediator; (3) the mediation shall take place within 30 days after agreement on the mediator; and (4) each party participating in the mediation shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the mediator.

E. Alternative Remedies: Notwithstanding the provisions of this Section, any party may seek any available remedy at law or equity upon a breach of this Agreement, and nothing contained herein shall be a prerequisite to seeking such relief.

F. Waiver: The exercise of any of the remedies set forth in this Section shall not limit or constitute a waiver of the County's or Municipalities' rights to pursue additional remedies set forth herein, except where otherwise agreed to in writing.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

COBB COUNTY, a political subdivision of the State of Georgia

By: _____
Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

Attest:

By: _____
Pamela L. Mabry, Clerk
Cobb County Board of Commissioners

SEAL

CITY OF ACWORTH, a municipal corporation of the State of Georgia

By: _____
Tommy Allegood, Mayor

Attest:

By: _____
Regina Russell, City Clerk

SEAL

CITY OF AUSTELL, a municipal corporation of the State of Georgia

By: _____
Ollie Clemons, Jr., Mayor

Attest:

By: _____
Ingrid Sanders, City Clerk

SEAL

CITY OF KENNESAW, a municipal corporation of the State of Georgia

By: _____
Derek Easterling, Mayor

Attest:

By: _____
Nick Simpson, Deputy City Clerk

SEAL

CITY OF MABLETON, a municipal corporation of the State of Georgia

By: _____
Michael Owens, Mayor

Attest:

By: _____
Susan Hiott, City Clerk

SEAL

CITY OF MARIETTA, a municipal corporation of the State of Georgia

By: _____
R. Steve Tumlin Jr., Mayor

Attest:

By: _____
Stephanie Guy, City Clerk

SEAL

CITY OF POWDER SPRINGS, a municipal corporation of the State of Georgia

By: _____
Al Thurman, Mayor

Attest:

By: _____
Kelly Axt, City Clerk

SEAL

CITY OF SMYRNA, a municipal corporation of the State of Georgia

By: _____
Derek Norton, Mayor

Attest:

By: _____
Heather K. Peacon-Corn, City Clerk

SEAL

EXHIBIT A

Investing in Cobb's Future

SPLOST

Renewal 2028

TRANSPORTATION
• PUBLIC SAFETY • PARKS
• LIBRARIES • FACILITIES
• TECHNOLOGY

Remember to Vote on November 3, 2026



CENTRAL AQUATIC CENTER REPLACEMENT



FIRE STATION REPLACEMENTS



NEW STATE COURTHOUSE BUILDING



TIM D. LEE SENIOR CENTER EXPANSION



NEW EAST COBB LIBRARY



PEDESTRIAN SAFETY & SIDEWALKS



DISTRICT 4 RECREATION CENTER



ROADWAY RESURFACING

Cobb County's Board of Commissioners has approved a referendum for a one-cent special purpose local option sales tax (SPLOST) that will fund facilities, technology, public services, public safety and transportation. If approved by the voters on November 3, 2026 the tax will be collected from January 1, 2028 to December 31, 2033.

This is an official publication of the Cobb County Board of Commissioners

Lisa Cupid, Chairwoman
Keli Gambrill, District One
Erick Allen, District Two
JoAnn Birrell, District Three
Monique Sheffield, District Four

Dr. Jackie R. McMorris, County Manager

A VOTER APPROVED 1% LOCAL SALES TAX WILL PROVIDE FUNDING TO:

- Roadway resurfacing
- Add new trails & construct sidewalks
- Upgrade county technology, data systems, and automation to improve efficiency, security, and access
- Construct new, modern aquatic facility to replace Central Aquatic Center
- Expansion of Tim D. Lee Senior Center to meet growing demand
- Two new fire stations to replace aging infrastructure

www.cobbcounty.gov/splost

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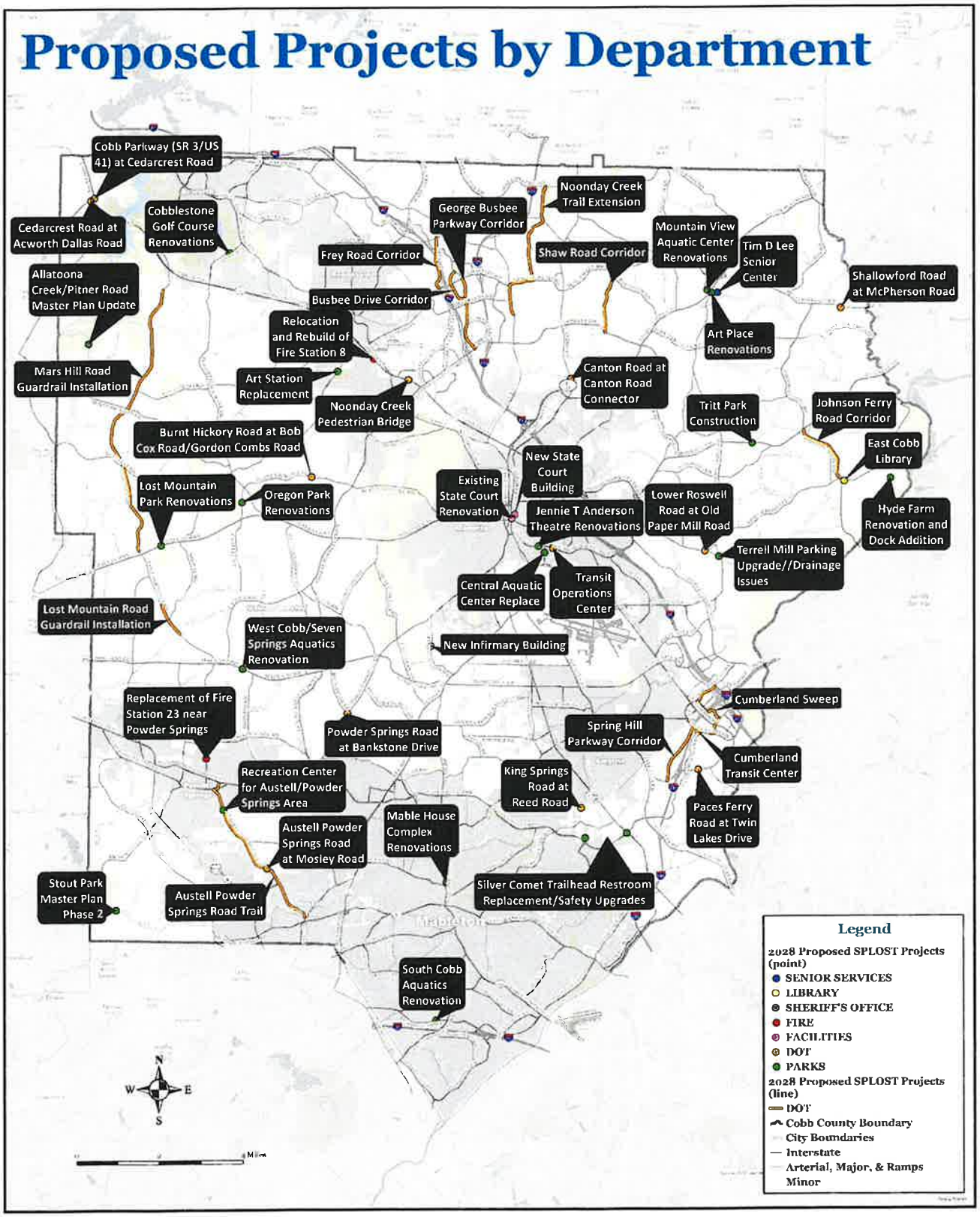
COBB 2028 SPLOST RENEWAL OVERVIEW

This document outlines Cobb County's 2028 Special Purpose Local Option Sales Tax (SPLOST) Renewal program. It briefly describes the purpose of each capital improvement and the anticipated corresponding funding. The SPLOST Renewal Program has been developed to address the immediate public safety, transportation, public services (parks, libraries, solid waste and senior centers) and support services (facilities and technology) need that affect the future of Cobb County. If approved by Cobb County voters in November 2026, SPLOST sales tax collection for this program will begin on January 1, 2028, and end on December 31, 2033.

Projected SPLOST collection over six years: $1.2 billion

	Tier 1 Projects	Estimated Costs
1	Countywide Projects	$ 174,000,000.00
2	Sheriff's Office	$ 60,000,000.00
4	Public Safety	$ 50,800,000.00
5	Transportation	$ 309,197,563.00
6	Public Services (Libraries, PARKS & Senior Services)	$144,804,000.00
7	Support Services (Information Technology Services & Facilities Management)	$ 55,700,000.00
8	City SPLOST Allocation	$ 355,498,436.90

The map below shows the "mappable" County projects with defined geographic locations and provides a holistic view of their distribution across the county. The subsequent sections of this booklet briefly describe each capital improvement along with the *anticipated* funding allocation.



1. COUNTYWIDE IMPROVEMENTS

Total Estimated Project Costs: $ 174,000,000

Countywide improvements include capital project(s) for the use or benefit of the citizens of the entire county, including residents of the seven cities located within the county.

1.1 New State Court Building

District	Project	Estimated Total Cost
ALL	New State Court Building	$ 174,000,000

Project Description & Justification

This project is to construct a new, estimated seven story, 229,000SF building on existing Cobb County property. This new building will replace the existing 1995 building and will provide adequate and additional jury courtrooms, jury deliberation rooms and associated staff areas to support this high-volume court. Court Security deficiencies will be addressed that include inadequate number of holding cells, inadequate atrium screening space, insecure hallways that are not designed as inmate only area (meaning Judges, court staff, and inmates share the same hallway), and a lack of secure parking for elected Judges.

2. SHERIFF'S DEPARTMENT

Total Estimated Project Costs: $ 60,000,000

District	Project	Estimated Project Cost
ALL	Facility Construction, Renovation, and Improvements	$ 60,000,000

Project Description & Justification

SPLOST funds will be used to design, construct, equip and complete a new Infirmary Building and related improvements for the Cobb County Adult Detention Center. The proposed Infirmary Building will provide a dedicated, secure medical facility designed specifically for correctional healthcare. The project will support medical observation, mental health stabilization, detoxification monitoring, and other necessary clinical services that cannot currently be provided within the existing jail infrastructure. To ensure the County retains appropriate flexibility, the project scope includes not only new construction, but also interior build-out and upgrades/renovations to existing spaces as needed to support correctional healthcare operations. Eligible uses include, as applicable, interior improvements, building systems, security and safety features, medical and clinical equipment, furnishings, technology, and other related site and facility improvements necessary to complete and support the infirmary and associated healthcare functions.

3. PUBLIC SAFETY

Total Estimated Project Costs: $ 50,800,000

Cobb County Department of Public Safety provides 911 services, animal services, emergency management services, and police and fire assistance to residents throughout the county.

Key steps to improve the effectiveness, safety and efficiency of the Cobb County Department of Public Safety include:

- Improving facilities to provide adequate workspace, consolidation of processes, consolidation of workforce, energy efficiency and technological improvements.
- Implementing new technologies to enhance communication, improve processes both internally and for the citizens served, and to ensure reliable service delivery.
- Allocation and deployment of resources to sustain the response capability throughout the county.

3.1 Police Precinct Renovations

District	Project	Estimated Project Cost
ALL	Renovations to Police Precincts	$ 3,000,000

Project Description & Justification

SPLOST funds will be used to renovate the interior and exteriors of existing police precincts.

3.2 Fire Department

District	Project	Estimated Project Cost
1,4	Replacement or New Stations	$ 30,800,000

Project Description & Justification

SPLOST funds will be used to build a new station or replace a station in District 1 and one station in District 4. The new stations will include more bay space for additional equipment, upgraded technology and equipment to meet the department's goals of minimizing the spread of and exposure to residential carcinogens, enhancing firefighter health and wellness, and improve overall emergency response capacity.

3.3 E-911 (800MHz Division)

District	Project	Estimated Project Cost
ALL	E-911 (800MHz Division) Countywide Improvements	$ 17,000,000

Project Description

SPLOST funds will be used to modernize Cobb County's radio infrastructure by replacing aging, end of life components that support communications for over 7,000 users across public safety and essential services. The scope includes transmitter replacements, dispatch console upgrades, monitoring system improvements, and infrastructure enhancements to ensure continued reliability, system capacity and long-term functionality.

Project Justification

Many critical components of the current radio system are nearing end of life and will soon be unsupported or unable to meet future operational needs. Proactive investment is necessary to prevent system degradation, maintain uninterrupted communication during emergencies, and ensure seamless coordination among all agencies that rely on the system to protect the community.

District	Project Type	Estimated Project Cost
ALL	Virtualized Simulcast Prime Site and GEO Prime Site	$ 3,000,000
ALL	MC- Edge Remote Terminal Unit	$ 600,000
ALL	AXS Dispatch Console Replacement	$ 6,000,000
ALL	Software Upgrade Agreement (SUA)	$ 7,000,000
ALL	Truist Bi-Directional Amplifier (BDA) and Distributed Antenna System (DAS)	$ 400,000

4. TRANSPORTATION

Total Estimated Project Costs: $ 309,197,563

4.1 Roadway Resurfacing

District	Project	Estimated Project Cost
All	Roadway Resurfacing	$ 130,147,563

Project Description

SPLOST funds will be used for resurfacing activities, including milling, patching, leveling, ADA ramp upgrades and resurfacing of various roadways throughout the county.

Project Justification

The county maintains approximately 2,398 miles of roadway within the unincorporated area that deteriorates over time due to exposure to traffic and weather. Timely resurfacing prevents pavement failures, which result in more expense in the future.

Cobb DOT prioritizes resurfacing activities based on the condition of the roadway surface. Utility work and projects planned by Cobb DOT, Cobb County Water System, Cobb County-Marietta Water Authority, and other local or regional entities are also considered. A prioritized list of roads will be presented annually to the Cobb County Board of Commissioners for approval and implementation.

In addition, the Georgia Department of Transportation typically provides annual grant funding annually for local maintenance improvements. SPLOST funds allocated for roadway resurfacing will be used as matching funds for these grants, as approved by the Board of Commissioners. Typically, the county is required to provide a 30- percent match.

4.2 Bridges and Culverts

District	Project	Estimated Project Cost
ALL	Bridges & Culverts	$ 5,000,000

Project Description

SPLOST funding for bridges and culverts will fund activities to repair, rehabilitate, and replace bridges and culvert structures.

Project Justification

Both bridges and culverts are used to provide vehicular and pedestrian travel over roadways, railroads, and streams. Several factors can contribute to the deterioration of these structures such as traffic volume, improper drainage, environmental factors, and weather conditions.

Bridges are inspected biennially by the Georgia Department of Transportation and assigned sufficiency ratings ranging from 0 to 100, and corrective actions are sometimes recommended. Smaller structures are evaluated by Cobb DOT staff for deficiencies. If deficiencies are not corrected, bridges with low sufficiency ratings will continue to deteriorate, requiring weight restrictions and potential closures.

4.3 Drainage System

District	Project	Estimated Project Cost
ALL	Drainage System	$ 25,000,000

Project Description

SPLOST funding for drainage system improvements will provide for the repair and replacement of existing drainage facilities within the county right-of-way and other watershed improvements.

Project Justification

Proper roadway stormwater drainage is essential to keep roads safe for the traveling public and to extend the lifespan of the county's roads and bridges. When it rains, the roadway drainage network directs stormwater into appropriate ditches, channels, and pipe systems that flow to natural streams and rivers.

Deteriorating and aging infrastructure can lead to a multitude of problems including:

- Ponding of water on roadways
- Sinkholes that damage roadway pavement and shoulders
- Localized flooding
- Erosion and sedimentation of sensitive waterways

Activities will be undertaken to address site-specific drainage issues, which may include one or more of the following: replacing failing pipes and headwalls, replacing failing catch basins, redefining drainage ditches, pipe lining and other site-specific treatments. Additionally, Sope Creek Watershed Improvements will provide funding to address flooding and stormwater runoff within the Sope Creek Watershed. Specific projects may include, but are not exclusive to, one or more of the following: watershed analysis, Columns Dr over Sope Creek bridge enhancements, floodplain acquisition, offline regional detention facility, stream bank restoration, and other public stormwater improvements within the watershed.

District	Type	Estimated Project Cost
ALL	Drainage System	$ 22,000,000
3	Sope Creek Watershed Improvements	$ 3,000,000

4.4 Operational & Safety Improvements

District	Project	Estimated Project Cost
ALL	Operational & Safety Improvements	$ 48,000,000

Project Description

SPLOST funds will be used to make operational and safety improvements at intersections and corridors throughout the county.

Project Justification

Locations for operational and safety improvements have been identified using guidelines and recommendations set forth in the county's Safety Action Plan, Comprehensive Transportation Plan, and traffic engineering studies. Improvement types will be determined based on site-specific conditions, traffic patterns, crash history, economic analysis, and public input. Improvement types include, but are not limited to, signalization, roundabout construction, roadway realignment (vertical and/or horizontal), raised median construction, addition of turn lanes, pedestrian improvements, and striping modifications. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

District	Location	Estimated Project Cost
1	Burnt Hickory Road at Bob Cox/Gordon Combs Intersection Improvements	$ 6,000,000
2	Spring Hill Parkway Corridor Improvements	$ 4,500,000
3	Shallowford Road at McPherson Road Intersection Improvements	$ 3,500,000
4	King Springs Road at Reed Road Intersection Improvements	$ 3,000,000
1	Mars Hill Road Corridor Improvements	$ 2,200,000
2	Paces Ferry Road at Twin Lakes Drive Intersection Improvements	$ 3,000,000
3	Canton Road at Canton Road Connector	$ 6,000,000
4	Austell Powder Springs Road at Mosley Road Intersection Improvements	$ 1,500,000
3	Lower Roswell Road at Old Papermill Road Intersection Improvements	$ 1,500,000
4	Powder Springs Road at Bankstone Drive Intersection Improvements	$ 800,000
1	Frey Road Corridor Improvements	$ 1,500,000
2	Busbee Drive Corridor Improvements	$ 3,000,000
3	Shaw Road Corridor Improvements	$ 2,500,000
3	Johnson Ferry Road Corridor Improvements	$ 2,500,000
1	Cedarcrest Road at Acworth Dallas Road Intersection Improvements	$ 500,000
1	Cobb Parkway at Cedarcrest Road Intersection Improvements	$ 1,000,000
ALL	Additional Safety & Operational Improvements (Locations to be identified)	$ 5,000,000

4.5 School Zone Improvements & Traffic Calming

District	Project	Estimated Project Cost
ALL	School Zone Improvements	$ 4,000,000
ALL	Traffic Calming Improvements	$ 2,000,000

Project Description

SPLOST funding for School Zone improvements will be used for off-campus projects to improve the safety and operational movements of vehicular and pedestrian traffic in and near school zones.

SPLOST funding for Traffic Calming Improvements will be used to modify the road to encourage slower and safer vehicle speeds.

Project Justification

The Cobb County School District (CCSD) is the second largest school system in Georgia serving 103,283 students in 112 schools. As the county has grown considerably over the years, vehicular and pedestrian traffic volumes have increased on roadways in school zones 20 and on school campuses, creating the need for school access safety and operational improvements. On-campus improvements are funded by the CCSD, and off-campus improvements are the responsibility of Cobb DOT. SPLOST funding for school zone improvements will fund activities including but not limited to, horizontal and vertical alignment improvements, sight distance improvements, lane widening, turn lane additions, traffic signal or roundabout additions, roadway shoulders and clear zone improvements on public roads in school access areas as well as pedestrian safety improvements, such as the addition of sidewalks in the public right-of-way. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

The Board of Commissioners have approved a Traffic Calming Policy to define a process for the installation of traffic calming measures on Cobb County roadways. The Traffic Calming Improvements project is intended to fund improvements through the Traffic Calming Policy. Improvements include, but are not exclusive to, speed humps, dynamic speed display signs, median islands, chicanes, roundabouts, speed cushions, and other physical improvements intended to calm high speeds.

4.6 Traffic Management, Transportation Technology, Equipment and Planning

District	Project	Estimated Project Cost
ALL	Traffic Management, Transportation Technology, Equipment and Planning	$ 19,000,000

Project Description

SPLOST funding for Traffic Management, Transportation Technology, Equipment and Planning will be used to replace and upgrade the county's traffic signal infrastructure, install traffic signals at locations that satisfy traffic signal warrant(s) as established in the current version of the Manual on Uniform Traffic Control Devices, optimize the operations of the traffic system, improve the county's transportation technology systems, and develop long- and short-term planning strategies.

Project Justification

Traffic signal systems include a variety of equipment and infrastructure that supports the safe and efficient flow of traffic including:

- poles and mast-arms
- signal heads
- signs
- controller cabinets and associated electronics/hardware
- traffic detector equipment (i.e. in-ground metal-sensing loops, overhead fixed cameras, etc.)
- changeable message signs (CMS)
- uninterrupted power supplies (UPS)
- software and server updates essential to communications and system back up

Signals and the associated electronics are exposed to harsh weather, and some support poles are reaching the end of useful life. In addition, controller failures, deficient cabinet or signal wiring, short circuits, lightning strikes, roadway maintenance or utility activities, damage resulting from vehicle contact, and time contribute to the deterioration of the traffic signal system infrastructure. In addition, financial and environmental constraints make it more desirable and practical to relieve congestion and achieve mobility goals by traffic management and technology improvements rather than exclusively expanding the thoroughfare system through widening existing streets and adding new roads. Cobb DOT uses Advanced Transportation Management Systems (ATMS), Incident Management Systems, Integrated Corridor Management, Traffic Signal Timing, and other technologies, such as Geographic Information Systems (GIS), Program/Project/Contract management system (ProjectView), and a transportation management system (Cartegraph) to optimize the capacity and operation of the existing transportation system.

Traffic Management, Transportation Technology, Equipment and Planning provides funding for the technology systems, equipment, and services that support Cobb DOT in smarter transportation and traffic management. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

District	Project Type	Estimated Project Cost
ALL	Installation of New Traffic Signals	$ 4,000,000
ALL	Traffic Controller Replacement	$ 1,750,000
ALL	School Flasher Control System Replacement	$ 350,000
ALL	Traffic Signal Rebuilds	$ 2,000,000
ALL	Signal Equipment Replacements and Upgrades	$ 1,000,000
ALL	Replace Field Switches	$ 1,500,000
ALL	CCTV Camera Replacement and Installation	$ 500,000
ALL	Vehicle Detection Replacement	$ 1,000,000
ALL	Comprehensive Transportation Plan 2060	$ 500,000
ALL	Connected Vehicle Program	$ 500,000
ALL	Transportation Planning Studies	$ 1,000,000
ALL	Signal Timing Improvement	$ 1,000,000
ALL	TMC Applications	$ 300,000

ALL	Fiber Asset Management	$ 250,000
ALL	Pedestrian Crossing Upgrades	$ 500,000
ALL	Adaptive Traffic Signal System Upgrade	$ 1,500,000
ALL	Safety Action Plan 2033 Update	$ 350,000
ALL	Road Maintenance Equipment	$1,000,000

4.7 Transit Capital Improvements

District	Project	Estimated Project Cost
ALL	Transit Capital Improvements	$ 13,250,000

Project Description

SPLOST funding for Transit Capital Improvements will be used to upgrade the county's transit facilities to improve the operation and reliability of CobbLinc.

Project Justification

With the existing Cumberland Transfer Center (CTC) exceeding its useful life and capacity, the CTC is being evaluated for relocation to a new site. The new facility will have capacity to support future transit expansion for the county's system as well as neighboring systems (i.e. MARTA and SRTA), support dedicated parking infrastructure that does not exist today and continue to support and provide vital access to the growing Cumberland area.

District	Project	Estimated Project Cost
2	Cumberland Transit Center	$ 10,000,000
ALL	Transit Operation Center	$ 2,500,000
ALL	Transit Stop Lighting	$ 750,000

4.8 Pedestrian Improvements

District	Project	Estimated Project Cost
ALL	Pedestrian Improvements	$ 28,000,000

Project Description

SPLOST funding for pedestrian improvements will provide construction of sidewalks and other pedestrian improvements, including pedestrian bridges, along roadways in the vicinity of schools, activity centers, multimodal facilities, and other congested areas.

Project Justification

Cobb's pedestrian facilities provide safe transportation alternatives to the automobile while providing access to major activity centers, schools, parks, trails, transit stops and stations, commercial centers, shopping, and other public services.

Locations for sidewalk improvements are identified by analyzing the inventory of existing sidewalks and pedestrian facilities, and projects are prioritized based on the following factors:

- Federal and state funding availability, including the Safe Routes to Schools Program
- Providing safe access to schools (local funding)
- Filling in gaps of existing sidewalk segments
- Recommended in the Cobb Bicycle and Pedestrian Improvement Plan (BPIP)
- Community requests
- Providing connectivity and access to bus stops, activity centers, and community facilities

Depending upon costs and funding availability, sidewalk improvements may include, but not be limited to, improving, designing, and constructing sidewalks, trails, and pedestrian and bike paths along roadways, and/or the installation of pedestrian safety devices as needed, such as stamped and colorized crosswalks, flashing beacons for crosswalks, ADA compliant elements, pedestrian signage, pedestrian countdown timers, and other safety equipment. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

District	Project	Estimated Project Cost
3	Noonday Creek Trail Extension	$ 5,000,000
4	Austell – Powder Springs Road Trail	$ 5,000,000
ALL	Sidewalks	$18,000,000

4.9 CID Improvements

District	Project	Estimated Total Cost
1,2	CID Improvements	$ 9,800,000

Project Description

SPLOST funding for CID Improvements will be used to fund transportation infrastructure improvements within the Cumberland and Town Center Community Improvement Districts.

Project Justification

Cumberland and Town Center Community Improvement Districts regularly partner with Cobb DOT to improve the safety, effectiveness, and efficiency of the transportation system for all modes of travel. The following is a list of potential projects within the CIDs for which this SPLOST funding may be used. Additional projects may be identified jointly by CID and DOT. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

District	Project	Estimated Project Cost
2	George Busbee Parkway Corridor Improvements	$ 2,545,000
1	Noonday Creek Trail Pedestrian Bridge over US41	$ 2,355,000
2	Cumberland Sweep	$ 4,900,000

4.10 Federal/State/Local Match Improvements

District	Project	Estimated Project Cost
ALL	Federal/State/Local Match Improvements – project allocations to be determined	$ 25,000,000

Description

SPLOST funding for the Federal/State/Local Match Improvements will be used to leverage available matching funds to deliver key operational and safety improvements to the county's transportation system.

Project Justification

Transportation grants and programs generally require a certain percentage of local matching funds. Georgia law allows the use of SPLOST Funds as matching funds. DOT maintains a list of potential projects for which SPLOST funding may be leveraged to receive additional funding from other sources, including federal, state, and other local agencies, pending approval by the Board of Commissioners.

5. PUBLIC SERVICES

Total Estimated Project Costs: $ 144,804,000

5.1 Libraries

District	Project	Estimated Project Cost
3	Construct New East Cobb Library	$ 20,000,000

Project Description & Justification

SPLOST funding request to purchase property and construct a new library in East Cobb. The current East Cobb Library is the second highest circulating library in the Cobb County Library System. Over 132,000 patrons visited the library in 2024. Currently, the County pays $400,000 annually, plus utilities, repairs, and maintenance for the lease of a 16,864SF retail space, adaptively used as East Cobb Library. The library sits in the Parkaire Landing Shopping Center at the intersection of Johnson Ferry and Lower Roswell Roads. Costs related to the lease of this space have increased exponentially throughout the span of the lease. To better serve the community today and into the future, a new facility is needed. To meet the needs of future growth, this facility is proposed at 28,000 sq. ft.

5.2 PARKS Renovations, Additions, Improvements & Equipment

District	Project	Estimated Project Cost
ALL	Park Renovations, Additions, Improvements, and Equipment	$91,900,000

Project Description & Justification

SPLOST funding will provide for renovations, improvements, additions to, and equipping of existing facilities for the purpose of expanding and efficiently delivering Parks and Recreation programs to county residents. The replacement of the Arts Station, Central Aquatic Center and the addition of a new Recreation/Community Center in the Austell/Powder Springs Area is included. Depending upon costs and funding availability, other improvements may include, but not be limited to, fencing, pool renovations, updated infrastructure, exterior and interior design, landscaping and hard and soft-surface trails. Locations identified for renovations/additions include:

- Indoor Track
- Art Station Replacement
- Art Place Renovations
- Mable House Complex Renovations
- Lost Mountain Park Renovations
- Tritt Park Acquisition and Construction
- Stout Park Renovations
- Jennie T. Anderson Theater Renovations
- New Recreation/Community Center
- Hyde Farm Renovations and Dock Addition
- Silver Comet Trailhead Building Renovations
- Terrell Mill Park Renovations
- Cobblestone Golf Course Renovations
- Aquatic Center Renovations
- County-wide as needed

5.3 PARKS Technology, Life Safety & Security Improvements

District	Project	Estimated Project Cost
All	Parks Technology, Life Safety & Security Improvements	$ 500,000

Project Description & Justification

SPLOST funding will be used for the installation or upgrade of technological features that will improve communication, recordkeeping, and safety for visitors and staff as well as security improvements to protect the county's investments in its park system. Examples include the installation of security cameras integrated into the public safety network, enhanced safety features at parks & facilities and better audio/visual enhancements.

- Silver Comet Trail
- Nickajack Park
- Sweat Mountain Park
- Milford Park
- Bob Callan Trail
- Nickajack Creek Trail
- Harrison Park
- County-wide as needed

5.4 PARKS Building Renovations & Improvements

District	Project	Estimated Project Cost
All	Parks Building Renovations & Improvements	$ 5,000,000

Project Description & Justification

SPLOST funding will be used to renovate or upgrade structures that have reached their intended service life and have not been sufficiently addressed by past funding. Examples include replacing roofs, siding, flooring and other building interior and exterior building based on public input. Other improvements could include adding shade structures at centers and playgrounds and/or constructing additional restroom capacity in more remote areas of certain parks. Locations identified for renovations and improvements include:

- Nickajack Park
- Silver Comet Trail
- Mable House Complex
- Lost Mountain
- Ron Anderson Community Center
- Big Shanty Park
- Wildhorse Creek Park
- Jennie T. Anderson Theater
- Thompson Park
- County-wide as needed

5.5 PARKS Synthetic Turf Conversion & Replacement

District	Project	Estimated Project Cost
ALL	Parks Synthetic Turf Conversion & Replacement	$ 8,000,000

Project Description & Justification

The conversion and replacement to synthetic turf at Cobb's athletic fields has been a resounding success as indicated by soccer, football, lacrosse, softball and baseball user groups. Extended life cycle, safety and playability, decreased maintenance costs, and the local economic impacts of tournament play are all advantages of synthetic turf over traditional bermuda grass fields. The expected service life of the synthetic turf carpet under heavy use is eight to 10 years. Locations identified for synthetic turf conversion and replacement include:

- Big Shanty Park
- Hurt Road Park
- Fair Oaks Park
- Lost Mountain Park
- Fullers Park
- Harrison Park
- Kennworth Park
- Mud Creek Complex
- County-wide as needed

5.6 PARKS Mechanical System Replacement

District	Project	Estimated Project Cost
All	Parks Mechanical System Replacement	$ 2,500,000

Project Description & Justification

PARKS is responsible for well over 100 heated and air-conditioned buildings of various sizes. SPLOST funding will replace end of life HVAC systems, electrical wiring, fire safety & security panels and plumbing. LED light conversions and aquatic center filtrations and pump rooms across the county will also be enhanced with newer, more efficient systems. Proper efficiencies of these sophisticated systems are essential to the operation of these very heavily used facilities, with respect to the comfort of the users, and the longevity of the buildings themselves. Failure to replace these systems when needed could potentially result in the extended closure of these facilities.

- Windy Hill Community Center
- Mable House Complex
- Larry Bell/Civic Center Complex
- Aquatic Centers
- County-wide as needed

5.7 PARKS Paving

District	Project	Estimated Project Cost
All	Parks Paving & Concrete	$ 1,500,000

Project Description & Justification

Resurfacing of access roadways and parking lots is an ongoing need in the county's park system. Adding new parking capacity is also a common request from user groups and park visitors.

The county recently established a paving program for parks intended to maintain the quality of paved surfaces, to avoid more expensive repairs in the future, and to identify certain park trails and sidewalks that will benefit from reconstruction or fortification with concrete or crushed slate materials.

SPLOST funding will be used for resurfacing and paving activities at the locations listed below as well as replacing and restriping surfaces at other park locations countywide as needed.

- Wildhorse Park
- Jim R. Miller Park
- Hurt Road Park
- Oregon Park
- Clarkdale Park
- Fullers Park
- Kennworth Park
- County-wide as needed

5.8 PARKS Subsurface Infrastructure

District	Project	Estimated Project Cost
All	Parks Subsurface Infrastructure (Countywide)	$ 3,000,000

Project Description & Justification

The Cobb County PARKS system was established in 1966 and has continued to expand over the years. Much of the subsurface infrastructure installed throughout this time has reached or exceeded its reasonable service life and failures can occur suddenly. These systems include sanitary sewer, stormwater management, potable water, irrigation, and fire protection piping. Aging systems will be replaced before failures or continued system deterioration lead to larger issues.

SPLOST funding will be used to replace aging subsurface infrastructure systems throughout the county.

- Shaw Park
- Oregon Park
- Lost Mountain Park
- Cobb Civic Center
- Al Bishop Complex
- Clarkdale Park
- Fullers Park
- Kennworth Park
- Wildhorse Creek
- County-wide as needed

5.9 Park Amenities & Facility Signage (Countywide)

District	Project	Estimated Project Cost
All	Park Amenities & Facility Signage (County-wide)	$ 500,000

Project Description & Justification

SPLOST funding will be used to add or replace standardized signage, shade structures, trash receptacles, benches, picnic tables, and general park amenities as needed countywide.

- Milford Park
- Pitner Road Park
- Mud Creek Complex
- Hubert Complex
- Oregon Park
- Nickajack Park
- Trolley Line Park
- County-wide as needed

5.10 Senior Services

District	Project	Estimated Total Cost
3	Tim D. Lee Senior Center Expansion	$ 8,204,000

Project Description & Justification

The Tim D. Lee Senior Center is the Cobb County Senior Services' busiest and oldest location, serving a rapidly growing population of residents age 55 and older. Demand for programs and services has increased significantly in recent years, resulting in full classes and long waitlists. With participation rising sharply and Cobb County's senior population continuing to grow, expanding the center is essential to ensure seniors can continue to access the programs, services, and social opportunities that support healthy, active aging.

The proposed addition to the Tim D Lee Senior Center includes an expanded arts classroom, a new large activity room, additional restrooms, and a second large multipurpose room. The addition of a second multipurpose room also allows programming to continue during early voting. Currently when the multipurpose room in in use for elections, regular programming in that room has to be canceled, as there is no alternate space available at Tim D Lee.

5.11 Sustainability Project

District	Project	Estimated Total Cost
2	Solid Waste Transfer Station Realignment	$ 3,700,000

Project Description & Justification

SPLOST funds will be used to improve traffic flow at the solid waste transfer station to improve safety and traffic flow on County Services Parkway with respect to the transfer station. Improvements considered will include renovation or relocation.

6. SUPPORT SERVICES

Total Estimated Project Costs: $ 55,700,000

6.1 Enterprise Systems & Data Modernization

District	Project	Estimated Project Cost
All	Enterprise Systems and Data Modernization Upgrades	$ 17,000,000

Project Description & Justification

SPLOST funds will be used to upgrade the county's technology infrastructure to improve reliability, security, and access to services. Key initiatives include refreshing critical data center equipment, replacing outdated audio/visual systems and migrating important platforms like GIS mapping and facilities management to the cloud for better performance and accessibility. Advanced tools will be implemented for managing county data, introducing intelligent automation to streamline processes and digitize records for easier retrieval. These improvements will make county operations more efficient and provide residents with faster, more convenient access to information and services.

6.2 Cybersecurity

District	Project	Estimated Project Cost
All	Cybersecurity Updates	$ 8,000,000

Project Description & Justification

SPLOST funds will be used to enhance Cobb County's already robust cybersecurity program through targeted investments that strengthen resilience and support operational continuity. Planned improvements include upgrades to enterprise backup systems to help ensure data integrity, deployment of advanced monitoring solutions for more proactive threat detection and response, and enhanced security within data center environments. These investments will help the County stay ahead of emerging risks, protect sensitive information, and maintain secure, uninterrupted services for residents.

6.3 Citizen Engagement & Digital Services

District	Project	Estimated Project Cost
All	Citizen Engagement and Digital Services	$ 5,000,000

Project Description & Justification

SPLOST funds will be used to provide residents with modern, accessible, and efficient ways to interact with government services. This project enhances our existing digital platforms by improving usability, upgrading customer service systems, and introducing new public-facing tools. These enhancements will expand mobile access and integrate advanced technology to ensure residents can easily obtain information, complete transactions, and engage with county services

anytime, anywhere. By investing in these improvements, the county is continuing to build a future-ready experience that prioritizes convenience, transparency, and responsiveness for the community.

6.4 Facility Condition Assessment Report (FCAR) Maintenance

District	Project	Estimated Total Cost
ALL	FCAR Maintenance Items	$ 15,000,000

Project Description & Justification

SPLOST Funds will be used for upgrades and replacement of building systems and equipment (such as roofs, HVAC, electrical, plumbing, life safety systems, sidewalks, parking lots, etc.) based on the ongoing Facility Condition Assessments of our Cobb County facilities. Estimated total cost is based on a six-year capital replacement outlook from the assessments.

6.5 Facilities Management

District	Project	Estimated Total Cost
ALL	Facilities Management	$ 8,000,000

Project Description & Justification

SPLOST funds will be used for upgrades and renovations to existing county-owned facilities such as courthouses and other public buildings. Updates and renovations include, but are not limited to, improvements such as safety and emergency equipment, interior rehabilitations and exterior revitalizations.

6.6 Existing State Court Renovation

District	Project	Estimated Total Cost
ALL	Design Fee for Existing State Court Renovation	$ 2,700,000

Project Description & Justification

This SPLOST funding request is for the design of the renovation of the existing 1995 State Court Building. This will provide an accurate renovation cost for this building, to be included in the proposed 2034 SPLOST submission. This would allow the renovation of the existing State Court Building to start as soon as 2034 SPLOST funds are available.

APPENDIX A – CITY PROJECTS

CITY SPLOST ALLOCATIONS

Total Estimated Project Costs: $ 355,498,436.90

Cobb County has seven municipalities located within its borders: Acworth, Austell, Kennesaw, Marietta, Mableton, Powder Springs, and Smyrna. Cobb County is allocating $ 355,498,436.90 of SPLOST funding to these municipalities. Each municipality will be allocated a share of the SPLOST proceeds equal to the ratio of the municipality's population relative to the total county population according to the 2021 population estimates by the U.S. Census Bureau. The table below is for informational purposes only. Actual SPLOST proceeds will be disbursed to each municipality in accordance with Section 6 of the Intergovernmental Agreement.

Municipality	Total City Allocation
Acworth	$ 28,038,042.61
Austell	$ 10,216,832.17
Kennesaw	$ 46,771,381.19
Marietta	$ 78,227,427.76
Mableton	$ 97,054,953.54
Powder Springs	$ 24,330,041.22
Smyrna	$ 70,859,757.88

A list of capital improvement projects selected by each municipality is included in Appendix A to this document. These capital improvement projects are selected by each municipality for specific benefit to the community and are included in their respective work programs.

Acworth

City of Acworth Projects	Estimated Project Cost
Nance Road/Acworth Due West Road/Acworth Summitt Boulevard Corridor Improvements - Phase 1	$6,508,043
Miscellaneous Paving, Road Infrastructure, and Safety Improvements - Citywide	$6,750,000
Miscellaneous Sidewalk Improvements - Citywide	$500,000
New McEver Road Sidewalk (Old McEver Road to Huddlestone Bridge Subdivision)	$1,100,000
Southside Drive/Hickory Grove Road Sidewalk Phase 1 - (Starting at Old Cowan)	$1,100,000
Federal, State, and Local Match - Citywide	$250,000
Police Vehicles	$1,680,000
Police Technology Improvements (Radios, Body Cameras, In-Car Technology, Real Time Crime Center)	$750,000
Police Training Facility	$3,500,000
Multi-Use Trail Development - Citywide	$750,000
Logan Multi-Use Trail Renovation	$1,000,000
Cauble Park Improvements	$1,250,000
Old Hwy 92 Pedestrian Bridge/Overlook Park	$750,000
Sports Complex Improvements	$500,000
Historic Downtown Infrastructure and Streetscape Improvements- Phase 1	$1,000,000
Public Parking Improvements - Citywide	$500,000
Technology Infrastructure Improvements - Citywide	$250,000
City Total	$28,038,043

Austell

City of Austell Projects – TIER 1	Estimated Project Cost
Public Works – Various Roadway Improvements	
Roadway resurfacing, restriping, curb, and gutter throughout the city	$1,115,000
Replacement of the roadway drainage system throughout the city	$62,000
Sidewalks	$125,000
Public Works – Maintenance Equipment	
Large Leaf Truck	$325,000
Service vehicles	$100,000
Public Works – Water Infrastructure and System Improvements	
Replace and upgrade water mains throughout the city and connect water system throughout the city	$1,000,000
Public Works Total	$2,727,000
Community Affairs – Various Community Improvements	
Railroad crossing plan and intersection improvements	$1,000,000
Signage and Wayfinding	$50,000
Streetscapes	$100,000
Gateway Signs	$100,000
Vehicles	$60,000
Community Affairs Total	$1,310,000
Parks	
Vehicles – trucks, building maintenance vehicles	$120,000
Equipment – Chemical storage shed, etc.	$58,833
Legion Park Courts	$700,000
Trails, trail improvements	$100,000
Parks Total	$978,833
Threadmill – Threadmill Improvements	
Elevators	$300,000
Windows	$750,000
Threadmill Total	$1,050,000
Public Safety (Fire) – Vehicles and Equipment	
Fire engine	$1,250,000
Items to equip fire truck	$150,000
Two pick-up trucks	$120,000
SCBAs	$361,000
Medical Equipment	$250,000
Public Safety (Fire) – Fire Facility Upgrade	
Fire facilities renovations and upgrades	$225,000
Public Safety (Fire) Total	$2,356,000

Public Safety (Police) – Vehicles	
Patrol cars and equipment	$1,520,000
Public Safety (Police) – Equipment	
Equipment and technology	$275,000
Total Public Safety (Police)	$1,795,000
Teir 1 Projects Grand Total	$10,216,833

City of Austell Projects – TIER 2	Estimated Project Cost
Community Affairs	
Silent Crossing Implementation	$1,000,000
Ghost Depot Structure and Safe Pedestrian Plan	$150,000
Property Acquisition	$1,000,000
Community Affairs Total	$2,150,000
Parks	
Equipment – mobile stage, trailer, etc.	$135,000
Park improvements	$200,000
Parks Total	$335,000
Public Works	
Roadway Restriping	$95,000
Roadway Curb and Gutter	$75,000
Roadway Drainage System	$63,000
Sidewalks	$225,000
Street Signs and Posts	$60,000
Maintenance Equipment	$660,000
Upgrade Water Infrastructure System	$1,000,000
Public Works Total	$2,178,000
Tier 2 Projects Grand Total	$4,691,000

Kennesaw

City of Kennesaw Projects – TIER 1	Estimated Project Cost
Sardis St extension and overpass - Elevate the overall performance of the transportation network and strategic re-development of the downtown district and mitigate traffic congestion on Main St and its arteries. Additional efforts include securing essential rights-of-way and conducting coordinated planning with CSX Railroad to ensure effective project progression and long-term transportation predictability.	$10,500,000
Main St improvements - Improve walkability, pedestrian safety, and roadway crossings in and around Depot Park and the greater downtown Kennesaw area, while elevating the overall streetscape to create a more accessible and cohesive urban environment.	$3,000,000
Summers St - Improve Summers St and Kennesaw Due West Rd at Cobb Parkway to enhance overall traffic operations and transportation efficiency.	$2,000,000
Neighborhood improvements - Implement comprehensive neighborhood infrastructure enhancements, including street resurfacing, stormwater system upgrades, and expanded sidewalk connectivity, to strengthen overall safety and quality of life for residents.	$2,000,000
Depot Park - Establish a pedestrian-friendly zone along Cherokee Street adjacent to the museum and its surrounding area, complemented by the expansion of the Depot Park parking to improve accessibility and accommodate increased visitor demand with the increased park activation.	$3,000,000
Facilities improvements - Optimize space utilization to accommodate current and future staff growth, advancing HVAC, lighting and plumbing efficiencies, and strengthening access control and camera security measures to protect personnel and visitors.	$4,771,381
Property acquisition - Secure strategically located land that supports city-wide facility growth needs, storage capacity, and long-term operational improvements.	$3,000,000
Design and construct a new community center	$14,000,000
Parks improvements - Enhance and improve Adams, Swift, Commemorative, and Depot Parks through targeted upgrades/expansion and strategic investment to ensure these public spaces continue to serve the community with high-quality amenities, accessibility and equipment; long-term functionality of the dog and skate parks; and an elevated standard of environmental and recreational value of the trails as well as the ballfields and associated buildings	$3,500,000
Public Safety vehicles and equipment	$1,000,000
City Tier 1 Total	$46,771,381

City of Kennesaw Projects – TIER 2 (if funding becomes available)	Estimated Project Cost
Cobb International Blvd - Upgrade and resurface road to handle heavy truck traffic as well as more commercial and personal vehicles for the industrial park businesses.	$10,000,000
Old 41 Highway - Establish a fourth travel lane between Barrett Parkway and Hardee Circle to optimize traffic flow, reduce congestion, and enhance overall roadway safety for motorists.	$3,500,000
Design and construct a new city hall	$16,000,000
Public Safety vehicles and equipment	$1,000,000
City Tier 2 Total	$30,500,000

Mableton

2028 SPLOST Project List – TIER 1 Projects	Type	Estimated Project Cost
Municipal Building Facility Enhancements/Improvements/Acquisition	Facilities	$47,000,000
E.V. Vehicles & E.V. Charging Stations	Fleet	$1,000,000
Sidewalk Addition/Improvements Multi-Use Trail/s	Sidewalks/Trails	$10,000,000
City-Wide Roadway Improvements	Roadway	$31,400,000
Park and Parkland Acquisition	Parks	$4,740,000
City-Wide Technology Financial Enterprise Software	Technology	$2,860,000
	Tier 1 Total	$97,000,000

2028 SPLOST Project List – TIER 2 Projects	Type	Estimated Project Cost
Green Space Park Improvements	Parks	$7,000,000
LEED standards Public EV Chargers	Environmental	$5,000,000
Sidewalk Addition/Improvements Multi-Use Trail/s	Sidewalks/Trails	$2,000,000
AV Technology/City-Wide	Technology	$2,500,000
Facility Enhancements	Facilities	$11,500,000
	Tier 2 Total	$28,000,000

Marietta

TIER 1 City of Marietta Projects	Final Project Request
Citywide Sidewalk/Trail Construction	$6,250,000
Citywide Street Resurfacing	$13,200,000
Citywide Traffic System (ATMS)	$3,500,000
Citywide Bridge Rehabilitation	$500,000
Citywide Streets/Drainage Improvements	$5,000,000
Citywide Signage Upgrades	$275,000
Citywide Street Marking Upgrades	$275,000
Citywide Gateway Improvements	$1,500,000
Program Administration Expenses	$2,681,108.75
Total	$33,181,108.75
Mayor & Council Projects/Ward Allotments	
Ward 1 – Sidewalks/Streets/Traffic Calming Improvements	$500,000
Ward 2 – Sidewalks/Streets/Traffic Calming Improvements	$500,000
Ward 3 – Sidewalks/Streets/Traffic Calming Improvements	$500,000
Ward 4 – Sidewalks/Streets/Traffic Calming Improvements	$500,000
Ward 5 – Sidewalks/Streets/Traffic Calming Improvements	$500,000
Ward 6 – Sidewalks/Streets/Traffic Calming Improvements	$500,000
Ward 7 – Sidewalks/Streets/Traffic Calming Improvements	$500,000
Total	$3,500,000
Parks/Facilities	
City Hall Renovations (ADA upgrades & other renovations)	$2,000,000
Citywide Park Improvements	$2,000,000
Franklin Gateway Sports Complex Turf Replacement	$3,540,000
New Park in Ward 7	$1,750,000
Total	$9,290,000
Public Safety	
Public Safety (Fire) – Engine Replacement	$1,200,000
Public Safety (Fire) – Heavy Duty Service Truck Replacement	$1,440,000
Public Safety (Fire) – Training Facilities/Equipment	$1,100,100
Public Safety (Fire) – Emergency Radios Replacement/Upgrade	$1,650,000
Rebuild/Remodel Fire Station 55	$9,350,000
Remodel Fire Station 52	$1,075,000
Public Safety (Police) – Vehicle Replacement	$4,980,000
Public Safety (Police) – Training Center Interior Buildout	$1,675,000
Public Safety (Police) – Weapons & Equipment Replacement	$396,450
Public Safety (Police) – Training Facilities/Equipment	$1,100,000
Public Safety (Police) – Emergency Radios Replacement/Upgrade	$1,650,000
Total	$25,616,450

Public Works	
Sanitation Truck Replacements	$1,200,000
Transportation	
Atlanta Street Streetscape – SMP to the Square	$360,000
Cherokee Street Improvements – Chicopee to Tower	$2,925,000
Lawrence Street Improvements – Cole to Fairground	$1,554,869.01
North Marietta Parkway Streetscape – Church to Fairground	$500,000
Whitlock Avenue Improvements – NMP to John Ward Road	$100,000
Total	$5,439,869.01
2028 SPLOST Revenue Projections	$78,227,427.76

TIER 2 City of Marietta Projects	Selected Projects
Merritt Road Park Development	$7,800,000
Multi-purpose Training Center – City Training/Classroom Building	$6,000,000
Custer Park Sports and Fitness Center Expansion & Improvements	$5,550,000
Franklin Gateway Sports Complex Additional Parking	$5,400,000
Gateway at SMP & Powder Springs	$5,000,000
SMP & Cobb Pkwy Intersection Improvement/Streetscape	$4,764,108.30
Streetscape Improvements	$3,600,000
Canton Road Safety Improvements	$3,600,000
Franklin Gateway Streetscape Final Phase – (Sidewalks, streetlights, and landscaping where possible)	$3,000,000
Silent Railroad Crossings for the Downtown (Quiet Zone)	$3,000,000
Polk Street Trail – Burnt Hickory Road to Railroad Tracks – Construction of 10' trail on south side of roadway and narrow roadway to 24' to back of curb ($1.7 million from grants)	$2,856,000
City Club Golf Course & Building Renovations	$2,600,000
Tennis Court Improvements (LED lighting & court replacement) – Laurel Park/Lewis/Merit/& Tumlin	$2,202,000
Bellemeade Bridge Replacement	$2,000,000
Coryell & Waterman Sidewalks	$1,881,505.68
Park & Victory Intersection Improvement	$1,575,560.33
Burnt Hickory Road & Old Mountain Road Intersection Improvement	$1,516,362.88
City Hall Improvements – Council Chambers renovation for lighting, seating, carpet, AV	$1,500,000
Austin Avenue Sidewalks – Cobb Pkwy to Toliver to Washington	$1,424,338.10
Sessions & St. Josephs Way Intersection Improvement	$1,400,428.30
North Hillcrest & South Hillcrest Sidewalks	$1,311,218.70
Campbell Hill & Session Street Intersection Improvement	$1,248,035.95
Sessions & Roselane Intersection Improvement	$1,184,428.30
Polk Street Ext Sidewalk – Westborough to Burnt Hickory with mid-block crossing at Kroger	$1,165,364.59
North Woodland & South Woodland Sidewalks	$1,099,025.56
Mountain to River/Rottenwood Trail Enhancements (Signage, amenities, bike racks, Brumby Loft entrance redesign, crossing enhancements)	$900,000
Whitlock Drive & Service Street Intersections Improvements	$805,223.64
Elizabeth Porter Park Sprayground Improvements/Upgrades	$750,000
Manning Road Sidewalks – Whitlock to Kimberly Way	$708,608.27
SMP & Lower Roswell Road Intersection Improvement	$672,000
Lawrence & Cole Intersection Improvement	$642,627.12
Trail Resurfacing – Laurel, Whitaker, Tumlin, & Merritt	$600,000
Total	$77,756,835.72

Powder Springs

2028 SPLOST Project List	Allocated Amount
General Streets, Intersections, Safety	
Austell Powder Springs at Marietta Street Powder Springs Dallas at 278 Powder Springs Dallas at Florence Lewis & Oglesby Traffic Calming/Downtown Parking LCI Projects Bridge Repairs Rail Elimination	$7,800,000
Resurfacing	
Annual Resurfacing	$7,900,000
Facilities and Technology	
General Facilities and Technology Improvements	$3,900,000
Public Safety	
Vehicles/Equipment/Technology	$1,500,000
Parks/Trails	
Old Lost Mt. Trail Connector Austell Powder Springs Trail Parks Access Improvements/ Restroom Improvements	$1,700,000
Stormwater	
City-wide Stormwater Improvements	$1,200,000
Total	$24,000,000

Smyrna

2028 SPLOST Project List	Allocated Amount
Drainage Improvements	
Projects to improve drainage to City Infrastructure City-wide	$1,500,000
Equipment and Technology Updates	
Projects that may include Baler Replacement at the Recycling Center, Security Camera and Access Control System Upgrades, Public Works Equipment, and Fiber Expansion in the City	$6,213,000
Facility Improvements	
Projects to include interior and exterior renovations/upgrades of City facilities	$5,000,000
Land Improvements	
Projects that may include Streetscape and Intersection Improvements, Traffic Calming, Downtown Smyrna Market Village Improvements, and Sidewalks, Trails, and Greenway Improvements	$6,000,000
Parks Facilities Improvements	
Projects that may include E911 Equipment Upgrades, Public Safety Technology Upgrades, Gear Lockers and Station Upgrades for the Fire Department, Cardiac Monitors for the Fire Department, Extrication Equipment for the Fire Department, Thermal Imaging Cameras for the Fire Department, Water Rescue Equipment, and Public Safety Cameras and Drones	$9,624,200
Public Safety Facility Improvements	
Projects that may include Training Facility Upgrades and Fire and Police Station Improvements and Renovations	$3,822,558
Resurfacing	
Projects to improve City Street Infrastructure City-wide	$18,000,000
Total	$70,859,758

END OF DOCUMENT

Exhibit B

Cobb County 2028 SPLOST

	6 Years
SPLOST Collections	$1,150,000,000.00
County-wide Projects	$ 174,000,000.00
Amount Available for County/City Split	$ 976,000,000.00
Allocated	
Cities (36.424%)	$ 355,498,436.90
Counties (63.576%)	$ 620,501,563.10
Total SPLOST Allocated Dollars	$ 976,000,000.00

Cities Population (July 1, 2024 Population Estimate U.S. Census Bureau)

	Population	%Total	6 years
Acworth	22,624	2.873%	$ 28,038,042.61
Austell	8,244	1.047%	$ 10,216,832.71
Kennesaw	37,740	4.792%	$ 46,771,381.19
Mableton	78,314	9.944%	$ 97,054,953.54
Marietta	63,122	8.015%	$ 78,227,427.76
Powder Springs	19,632	2.493%	$ 24,330,041.22
Smyrna	57,177	7.260%	$ 70,859,757.88
Total Municipal Population	286,853	36.424%	$ 355,498,436.90
Total Population	787,538	63.576%	$ 620,501,563.10

Exhibit C - Notices

COBB COUNTY, GEORGIA

To:

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners
100 Cherokee Street
Suite 300
Marietta, Georgia 30090

With Copies to:

Dr. Jackie McMorris,
County Manager
100 Cherokee Street
Suite 300
Marietta, Georgia 30090

County Attorney's Office
100 Cherokee Street
Suite 350
Marietta, Georgia 30090

CITY OF ACWORTH

To:

Tommy Allegood, Mayor
City of Acworth
City Hall
4415 Center Street
Acworth, Georgia 30101

With Copies to:

James Albright
City Manager
City of Acworth
City Hall
4415 Center Street
Acworth, Georgia 30101

City Attorney
Douglas Haynie, Esq.
Haynie Litchfield & White
222 Washington Avenue, NE
Marietta, Georgia 30060

CITY OF AUSTELL

To:

Ollie Clemons, Jr., Mayor
City of Austell
Austell Threadmill Complex
Suite 137
5000 Austell-Powder Springs Road
Austell, Georgia 30106

With Copies to:

Bo Garrison, Director of Public Works
City of Austell
Austell Threadmill Complex
Suite 101
5000 Austell-Powder Springs Road
Austell, Georgia 30106

City Attorney
M. Scott Kimbrough, Esq.
Dupree & Kimbrough, LLP
49 Green Street, SE
Marietta, Georgia 30060

CITY OF KENNESAW

To:

Derek Easterling, Mayor
City of Kennesaw
City Hall
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

With Copies to:

Jeff Drobney
City Manager
City of Kennesaw
City Hall
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

City Attorney
R. Randall Bentley, Sr., Esq.
Bentley Law
241 Washington Avenue, NE
Marietta, GA 30060

CITY OF MABLETON

To:

Michael Owens, Mayor
City of Mableton
6116 Mableton Parkway
Suite 144
Mableton, GA 30126

With Copies to:

William Tanks
City Manager
City of Mableton
6116 Mableton Parkway
Suite 144
Mableton, GA 30126

City Attorney
Emilia Walker-Ashby, Esq.
Denmark, Ashby & Matricardi, Attorneys
100 Hartsfield Centre Parkway
Suite 400
Atlanta, GA 30354

CITY OF MARIETTA

To:

Steve Tumlin, Mayor
City of Marietta
P.O. Box 609
Marietta, GA 30060

With Copies to:

William F. Bruton, Jr.
City Manager
City of Marietta
P.O. Box 609
Marietta, GA 30060

City Attorney
Douglas Haynie, Esq.
Haynie, Litchfield & White, PC
222 Washington Avenue
Marietta, GA 30060

CITY OF POWDER SPRINGS

To:

Al Thurman, Mayor
City of Powder Springs
P.O. Box 46
Powder Springs, GA 30127

With Copies to:

Pam Conner
City Manager
City of Powder Springs
P.O. Box 46
Powder Springs, GA 30127

City Attorney
Julie Livingston, Esq.
Gregory, Doyle, Calhoun and Rogers, LLC
49 Atlanta Street, S.E.
Marietta, GA 30060

CITY OF SMYRNA

To:

Derek Norton, Mayor
City of Smyrna
City Hall
2800 King Street
Smyrna, GA 30080

With Copies to:

Mike Jones
Interim City Administrator
City of Smyrna
City Hall
2800 King Street
Smyrna, GA 30080

City Attorney
Scott Cochran, Esq.
Cochran & Edwards, LLC
2950 Atlanta Road, SE
Smyrna, GA 30080

STATE OF GEORGIA)
)
COUNTY OF COBB)

INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2028 SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS

THIS AGREEMENT is made and entered this the _____day of_____, 2026 ("Agreement"), by and between Cobb County, a political subdivision of the State of Georgia (the "County"), and the City of Acworth, the City of Austell, the City of Kennesaw, the City of Mableton, the City of Marietta, the City of Powder Springs and the City of Smyrna, municipal corporations of the State of Georgia (collectively the "Municipalities" and, as the context requires, "Municipality").

WITNESSETH:

WHEREAS, the parties to this Agreement are the County and the Municipalities; and

WHEREAS, the citizens of Cobb County, Georgia in 2020 voted to approve and impose the 2022 Cobb County SPLOST; and

WHEREAS, the authority to impose the tax authorized by the 2022 Cobb County SPLOST will terminate on December 31, 2027; and

WHEREAS, the Counties and the Municipalities believe it is in the best interest of Cobb County and the Municipalities to reimpose a six-year SPLOST pursuant to O.C.G.A. § 48-8-110 ("2028 SPLOST") to fund capital outlay projects that significantly improve the health, safety and welfare of all taxpayers and residents of Cobb County and the Municipalities; and

WHEREAS, the 2028 SPLOST will not add an additional penny to the existing 2022 SPLOST but will be collected instead of the 2022 SPLOST which will expire on December 31, 2027; and

WHEREAS, the parties anticipate that the Cobb County Board of Commissioners will approve and sign a resolution requesting the Cobb County Board of Elections and Registration to issue a call for a Referendum on the issue of the imposition of the proposed 2028 SPLOST; and

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects, as that term is defined and described by the Act ("capital outlay projects" or "projects") for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, each of the Municipalities is a qualified municipality pursuant to O.C.G.A. § 48-8-110 (4); and

WHEREAS, the County and Municipalities met previously to discuss and select those projects for inclusion in the 2028 SPLOST referendum as required by O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and Municipalities have negotiated a proposed division of the SPLOST proceeds as authorized by the Act and have agreed to responsibilities and services to be performed by each party for the benefit of the others, and

WHEREAS, the County and the Municipalities are authorized to enter into this Agreement by Article IX, Section III, Paragraph I of the Georgia Constitution.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

A. The County makes the following representations which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;

(ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of the County;

(iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on November 3, 2026 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Cobb County for a period of 24 quarters, commencing on January 1, 2028, to raise an estimated $ 1,150,000,000.00 to be used for funding the projects specified in Exhibit A[1] attached hereto and specifically made a part hereof by reference.

B. Each of the Municipalities makes the following representations which may be specifically relied upon by all parties as a basis for entering into this Agreement:

[1] Exhibit A is a list of Projects anticipated to be funded with SPLOST proceeds. Tier 1 includes projects anticipated to be fully funded based on projected estimated costs, while Tier 2 is a list of projects to be implemented only if proceeds of the tax collected exceed the projected estimated costs of all Tier 1 projects. Any references to Exhibit A shall mean both tiers unless otherwise specified.

(i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;

(ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;

(iv) Each Municipality is a qualified municipality as defined in O.C.G.A § 48-8-110 (4); and

(v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and Municipalities to comply in all respects with the Act and all provisions of this Agreement shall be construed in light of the Act.

D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit A, Tier 1 of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement and Exhibit A.

E. During the term of this Agreement, the County and the Municipalities agree that each approved SPLOST facility associated with and funded pursuant to this Agreement shall be maintained as a public facility and in public ownership. If ownership of any such project is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed additional SPLOST funds for use by the original recipient (County/Municipality) or may be disposed of as provided by other applicable law.

F. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures thereof for each project undertaken by the County or respective Municipality as required by State Law and to fulfill the terms of this Agreement as more fully set forth in Section 11 hereof.

Section 2. Conditions Precedent

A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A.§ 48-8-111(a).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A § 48-8-111 (b) through (e).

C. This Agreement is further conditioned upon collection of the SPLOST revenues by the Georgia Department of Revenue ("Revenue Department") and distribution of the same to the County.

Section 3. Effective Date and Term of the Tax

The 2028 SPLOST, subject to approval in an election to be held on November 3, 2026, shall continue for a period of six (6) years with collections beginning on January 1, 2028.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

(i) The official declaration by the Cobb County Board of Elections and Registration of the failure of the election described in this Agreement;

(ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the 2028 SPLOST after the expiration of same; or

(iii) The completion of all projects described in Exhibit A, Tier 1 where actual SPLOST Proceeds are adequate to complete such projects, and those projects undertaken with SPLOST funds in Exhibit A, Tier 2.

Section 5. County SPLOST Fund: Separate Accounts; No Commingling

A. A special fund or account shall be created by the County and designated as the 2028 Cobb County Special Purpose Local Option Sales Tax Fund (the "County SPLOST Fund"). The County shall select a bank which shall act as a depository and custodian of the County SPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. Each Municipality shall create a special fund to be designated as the 2028 [*municipality name*] Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

C. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

D. Any investment by the County or any Municipality of SPLOST funds shall be in accordance with O.C.G.A. §36-80-3 and other applicable law.

Section 6. Procedure for Disbursement of SPLOST Proceeds

A. Upon receipt by the County of SPLOST proceeds collected by the Revenue Department,[2] the County shall immediately deposit said proceeds in the County SPLOST Fund and disburse said funds as provided in Paragraph B of this Section.

B. The County, following deposit of the SPLOST proceeds in the County SPLOST Fund, shall disburse the SPLOST proceeds to each Municipality on a monthly basis within ten (10) days of receipt of funds from the Revenue Department on a schedule as follows:

(i) The total of each month's revenue received from the Revenue Department will be reduced by the projected costs of certain county-wide capital outlay project costs as identified on Exhibit A, and such amount shall remain in the County SPLOST Fund.

(ii) Of the remaining monthly revenue, 36.424%[3] will be disbursed to the Municipalities based upon the ratio that the population of each municipality bears to the total population of the County per the July 1, 2024 US Census Bureau estimated County/Municipalities population projections, and 63.576 % shall remain in the County SPLOST fund[4].

(iii) For projects that are to be jointly carried out between the County and a Municipality ("Joint Projects"), the County and such Municipality shall enter into an intergovernmental agreement for the specific Project, including each party's percentage share of Project costs, prior to the expenditure of any SPLOST funds thereon. Where the County is the sponsoring agency for such Project, the County shall prepare the Project timeline and intergovernmental agreement for review and execution by the parties. Additionally, and prior to the disbursement set forth in subsection (ii) above, the County will retain that portion of the distribution related to the Joint Project cost of the involved Municipality's agreed upon share of the Joint Project, as Project costs are incurred and as reflected in the intergovernmental agreement between the parties. Where the Municipality is the sponsoring agency for such Project, the Municipality shall prepare the Project timeline and intergovernmental agreement for review and execution by the parties. Additionally, the County will disburse to the involved Municipality that portion of the County's share of the Joint Project cost at the same time of the disbursement set forth in subsection (ii) above, as

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2 Pursuant to O.C.G.A § 48-8-115, proceeds of the 2028 SPLOST shall be collected by the Revenue Department and one percent (1%) of the amount of the SPLOST proceeds collected beginning on January 1, 2028 shall be paid into the general fund of the State Treasury to defray the Department's costs of administration.

3 This figure represents the percentage of all Cobb County residents who are also residents of Municipalities versus the total population of the County, including Municipality residents and non-Municipality residents, per the July 1, 2024 US Census Bureau estimated population projections.

4 Attached hereto and specifically made a part hereof is Exhibit B which, for illustrative purposes only, provides an Estimated Disbursement Schedule based on anticipated SPLOST revenues.

Project costs are incurred and as reflected in the intergovernmental agreement between the parties. Joint Projects, the estimated costs of each and the relative sponsorship and percentage share of each party is noted on Exhibit A.

(iv) The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.

C. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an Act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an Act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor municipality would otherwise be entitled. In either event, the projects of such defunct Municipality as listed in Exhibit A, Tier 1 will be funded by the County with and to the extent of the Municipality's available share of SPLOST proceeds. In the event that a qualified municipality shall come into existence after the date of this Agreement, such municipality shall not be entitled to share the SPLOST proceeds.

D. Should the County or any Municipality obtain additional funding from sources other than SPLOST for funding of projects included in the SPLOST project list, the SPLOST funds not expended may be shifted to the funding of other projects included in Exhibit A, Tier 1. If the SPLOST proceeds collected plus the additional funding referenced herein exceed the projected estimated costs of all Tier 1 projects, then, in such event, said funds may be expended on projects included in Exhibit A, Tier 2.

Section 7. Projects

All County and Municipality capital outlay projects anticipated to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A, Tier 1. Exhibit A, Tier 2 contains a list of projects to be implemented only if SPLOST tax proceeds are available after funding of all of the projects listed in Exhibit A, Tier 1 at their estimated costs.

Section 8. Priority and Order of Project Funding; Joint Project Funding

A. Priority of Funding.

SPLOST proceeds shall be distributed to the Municipalities in accordance with Section 6. B. of this Agreement. Exhibit A shows the priority or order in which municipal projects will be fully or partially funded. Except as provided in Paragraph B of this Section and Paragraph C of Section 9 of this Agreement, any change to the priority in which Municipality projects will be funded or schedule affecting any particular Municipality, shall be accomplished by a memorandum of understanding between the County and the affected Municipality. Any change to funding participation for Joint Projects shall be accomplished by an amendment to the intergovernmental agreement for such project between the respective parties.

B. Joint Project Funding.

(i) In the event that a Joint Project is undertaken jointly by the County and a Municipality and said Project has a funding overage or underage, the savings or shortfall shall be shared in a manner proportionate to the scheduled contribution of each. In the event of cost savings for any such Project, the sponsoring agency shall promptly return to the non-sponsoring agency for reallocation (See Sections 9. B. and 9. C. below) any such unused amounts retained or received from the non-sponsoring agency associated with such Joint Project. The intergovernmental agreement between the parties for such Joint Project shall include a provision to address this contingency.

(ii) In the event of a funding shortfall for any Project, however, the affected parties shall amend the intergovernmental agreement for the particular Joint Project in conformity with this subsection prior to any additional funds being committed or expended. The County and Municipalities acknowledge that project budgets to be shared by the Joint Project participants have been established based on planning level estimates. Potentially, during design, real or personal property procurement, and/or construction, circumstances may arise that impact the initial estimated budget. Unless the involved participants agree to jointly allocate additional funds, or one participant agrees to unilaterally allocate additional funds, the involved Parties agree the Joint Project will have to be managed or modified to meet the initial estimated budget, unless the Joint Project is jointly determined to be infeasible. If the Joint Project is deemed infeasible, the sponsoring agency shall promptly return to the non-sponsoring agency any such unused amounts retained or received from the non-sponsoring agency associated with such Joint Project.

Section 9. Completion of Projects

A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts. The County and Municipalities reserve the right to modify their estimated projects budgets as circumstances dictate.

B. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, Tier 1 because of project savings, receipt of additional funding or other reasons, the County may apply the remaining unexpended funds to any other county project in Exhibit A, Tier 1. If all Exhibit A, Tier 1 projects have been fully funded at their estimated costs, then the unexpended funds may be applied to projects in Exhibit A, Tier 2. If a county project costs more than estimated, the shortfall may be covered by other available SPLOST funds to which the County is entitled.

C. If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, Tier 1 because of project savings, receipt of additional funding or other reasons, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit A, Tier 1. If all Exhibit A, Tier 1 projects have been fully funded at their estimated costs, then the unexpended funds may be applied to projects in Exhibit A, Tier 2. If a municipal project costs more than estimated, the shortfall may be covered by other available SPLOST funds to which such Municipality is entitled.

D. The County and Municipalities agree that, to the extent reasonably possible, each approved SPLOST project associated with this Agreement is anticipated to be completed or substantially

completed within ten years of the termination of the SPLOST, excepting those projects for which circumstances exist which prevent such timely completion, including lack of total funding. The County and Municipalities retain their discretion to make decisions that fall within the authorization of the SPLOST referendum and law, including but not limited to making adjustments in the plans and budgets for approved projects made necessary by changing circumstances, and making determinations as to whether a project remains feasible. There shall be no obligation on the part of the County or the Municipalities to fund or construct the projects listed in Exhibit A, Tier 2 as those projects are included for the limited purpose of being able to utilize any SPLOST funds collected in excess of the budgeted amounts for all Exhibit A, Tier 1 projects, if such become available pursuant to the terms of this Agreement.

E. To the extent SPLOST receipts as allocated pursuant to Section 6 of this Agreement exceed the amounts needed to complete all County and Municipality projects described in Exhibit A, Tier 1 and Tier 2, such proceeds shall be distributed to the County and among the Municipalities in the same percentages as specified in Section 6. B.(ii) herein.

Section 10. Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement. The County shall be entitled to retain any interest accruing on SPLOST funds held by the County in the County SPLOST Fund, and each Municipality shall be entitled to retain any interest on SPLOST funds held by the Municipality in its Municipal SPLOST fund. Interest on SPLOST funds shall only be used to fund approved SPLOST projects.

Section 11. Audits; Reports; Indemnification

A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the County SPLOST Fund and each Municipal SPLOST fund shall be audited annually by an independent certified public accounting firm ("CPA") in accordance with O.C.G.A. § 48-8-121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide to the County Comptroller and the County shall provide to each Municipal Finance Officer no later than 180 days of the close of each Municipality's and County's fiscal year an audited report prepared by the CPA detailing SPLOST expenditures by such party during the preceding year.

C. The County and each Municipality shall comply with the reporting requirements of O.C.G.A. § 48-8-122. Under said provision, not later than ~~December 31 of~~ 180 days following the close of each fiscal year ~~each year~~, the governing authority of each County and Municipality receiving any SPLOST proceeds shall publish annually, in a newspaper of general circulation in the boundaries of such local government, a simple, nontechnical report which shows for each project or purpose in the resolution or ordinance calling for imposition of the tax the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. In the case of road, street, and bridge purposes, such information shall be in the form of a consolidated schedule of the total original estimated cost, the total current estimated cost if it is not the original estimated cost, and the total amounts expended in prior years and the current year for all

such projects and not a separate enumeration of such information with respect to each such individual road, street, or bridge project. The report shall also include a statement of what corrective action the local government intends to implement with respect to each project which is underfunded or behind schedule and any excess proceeds which have not been expended for a project or purpose.

D. In addition to the legal reporting requirements set forth in O.C.G.A. § 48-8-122, each Municipality will provide documentation to the County and the 2028 One Percent Sales Tax Citizens' Oversight Committee annually verifying that its respective municipal projects included in the 2028 SPLOST are being administered in accordance with applicable law and that no SPLOST funds are being utilized for purposes other than those allowed.

E. The County and the Municipalities shall each be responsible for its own compliance with applicable laws and the provisions of this Agreement, and for any agreements, contracts, and expenditures related in any manner to this Agreement and the SPLOST proceeds, and shall indemnify and hold harmless all other parties to this Agreement from any claims, damages, fines or penalties filed, incurred, or assessed related to same.

Section 12. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally, by electronic mail, or sent by registered or certified United States mail, postage prepaid, as follows:

See Exhibit C

Section 13. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the 2028 SPLOST and services rendered by each party for the benefit of and on behalf of all parties. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said 2028 SPLOST funds.

Section 14. Amendments

Except as provided in Section 8, this Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 15. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 16. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 17. Compliance with Law

The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations applicable to the provisions and subject matter hereof.

Section 18. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty herein of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 19. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 20. Authority to Bind

The individuals whose names appear below represent that they have or have been accorded by their governing or executive bodies the necessary authority to bind the entities on whose behalf each has executed this document.

Section 21. Dispute Resolution

A. The County and Municipalities acknowledge that disputes under this Agreement may arise from time to time, and agree that, subject to the other provisions of this Agreement, each shall attempt to resolve such disputes according to the provisions of this Section. The County and Municipalities do not intend to limit the kind of dispute or disagreement arising under this Agreement which may be submitted to the Dispute Resolution procedures set forth in this Section.

B. Request for Clarification: In the event of an issue or question by the County or any Municipality regarding any aspect of this Agreement, the parties involved shall attempt to resolve that issue or answer that question amicably before proceeding to legal remedies. Such resolution efforts shall include communications between the parties outlining the particular issues, proposed solutions, and any other items necessary to resolve the situation. The parties agree that the request for clarification and any responses thereto should be completed no later than 30 calendar days after the request for clarification is made.

C. Escalation: In the event that a request for clarification pursuant to Paragraph B above does not result in a mutually agreeable solution to the dispute, either the County or Municipality shall have the

right to have the other party appoint a designated representative that has authority to settle the dispute (or recommend to its governing body such settlement) and that is at a higher level of management than the person with direct responsibility for administration of this Agreement to communicate with an equal-leveled representative of the requesting party.

D. Mediation: Any claim, controversy or dispute between the County and any Municipality(ies) that cannot be settled through negotiation or pursuant to Paragraph B or C above, may be resolved through non-binding mediation. If the County and Municipality agree to submit the dispute to non-binding mediation, the following mediation provisions shall apply: (I) the parties shall agree to a mediator who is engaged in the practice of law; (2) if the parties cannot agree on who the mediator will be, the County Manager, and the City Manager of the Municipality involved in the dispute, or if there is more than one Municipality involved in the dispute, the City Manager unanimously designated to represent all of said Municipalities, together will agree on a mediator; (3) the mediation shall take place within 30 days after agreement on the mediator; and (4) each party participating in the mediation shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the mediator.

E. Alternative Remedies: Notwithstanding the provisions of this Section, any party may seek any available remedy at law or equity upon a breach of this Agreement, and nothing contained herein shall be a prerequisite to seeking such relief.

F. Waiver: The exercise of any of the remedies set forth in this Section shall not limit or constitute a waiver of the County's or Municipalities' rights to pursue additional remedies set forth herein, except where otherwise agreed to in writing.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

COBB COUNTY, a political subdivision of the State of Georgia

By: _____
Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

Attest:

By: _____
Pamela L. Mabry, Clerk
Cobb County Board of Commissioners

SEAL

CITY OF ACWORTH, a municipal corporation of the State of Georgia

By: _____
Tommy Allegood, Mayor

Attest:

By: _____
Regina Russell, City Clerk

SEAL

CITY OF AUSTELL, a municipal corporation of the State of Georgia

By: _____
Ollie Clemons, Jr., Mayor

Attest:

By: _____
Ingrid Sanders, City Clerk

SEAL

CITY OF KENNESAW, a municipal corporation of the State of Georgia

By: _____
Derek Easterling, Mayor

Attest:

By: _____
Nick Simpson~~Lea Alverez~~, Deputy City Clerk

SEAL

CITY OF MABLETON, a municipal corporation of the State of Georgia

By: _____
Michael Owens, Mayor

Attest:

By: _____
Susan Hiott, City Clerk

SEAL

CITY OF MARIETTA, a municipal corporation of the State of Georgia

By: _____
R. Steve Tumlin Jr., Mayor

Attest:

By: _____
Stephanie Guy, City Clerk

SEAL

CITY OF POWDER SPRINGS, a municipal corporation of the State of Georgia

By: _____
Al Thurman, Mayor

Attest:

By: _____
Kelly Axt, City Clerk

SEAL

CITY OF SMYRNA, a municipal corporation of the State of Georgia

By: _____
Derek Norton, Mayor

Attest:

By: _____
Heather K. Peacon-Corn, City Clerk

SEAL

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

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH COBB COUNTY AND QUALIFIED COBB CITIES FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2028 SPECIAL PURPOSE LOCAL OPTION SALES TAX FOR CAPITAL OUTLAY PROJECTS 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, O.C.G.A. § 48-8-110 *et seq*, authorizes a one percent Special Purpose Local Option Sales Tax ("SPLOST") for the purpose of financing capital outlay projects for the use and benefit of Cobb County, Georgia ("County") and qualified municipalities within the County, including the City;

WHEREAS, the current County SPLOST ("2022 SPLOST") expires December 31, 2027;

WHEREAS, the City, County and qualified municipalities within the County, believe it is in the best interest to reimpose, subject to approval by referendum, a six-year a one percent SPLOST ("2028 SPLOST") upon termination of the 2022 SPLOST, to continue to fund capital outlay projects that significantly improve the health, safety and welfare of all taxpayers and residents of the City, County and other qualified County municipalities;

WHEREAS, the City, County and other County municipalities met previously to discuss and select projects for inclusion in the 2028 SPLOST referendum, and desire to enter into an Agreement, as required by law, memorializing the same; and

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

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

Section 1. Authorization. The City Council hereby authorizes the Mayor to execute and approve, in substantial form, the intergovernmental agreement with Cobb County and qualified cities, for the use and distribution of proceeds from the 2028 Special Purpose Local Option Sales Tax for capital outlay projects attached to this Resolution.

****

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

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

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

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

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

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

BE IT SO RESOLVED, this _____ day of _____, 2026.

ATTEST: CITY OF MABLETON, GEORGIA:

_____ _____

Susan D. Hiott, City Clerk Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

_____

Emilia Walker-Ashby, City Attorney