



CITY OF MABLETON, GEORGIA

Riverside EpiCenter

135 Riverside Pkwy, Mableton, GA 30168

August 26, 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. APPOINTMENTS

- a. **Appointment of the Public Safety Director - Mayor Michael Owens**
- b. **Mayor to Administer the Updated Oath of Office to Appointed Boards and Commissions - Mayor Michael Owens**

7. PUBLIC HEARINGS

- a. **REZ- 2026-004 - David Pearson Communities, Inc. Old Alabama Rd requests a rezoning from R-20 and R-20/OSC to RA-5 for the development of a single family detached subdivision in Land Lots 145, 201, and 258 of the 18th District; Approximately 23.119 acres located along Old Alabama Rd, Cardell Rd and Maxham Rd. - Community Development Director, Michael Hughes and Deputy Director, Tina Garver**

First Read

Open Public Hearing (Applicant and Support - 10 minutes time limit)

Opposition - (10 minutes time limit)

Close Public Hearing

No Action until Second Read

- b. **REZ-2026-005 - SDP Acquisitions, LLC requests a rezoning from Light Industrial (LI) to Heavy Industrial (HI) for the development of an approximately 10,800 square ft building for the storage of trucks or equipment and outdoor storage/equipment yard in Land Lots 866 and 872 of the 18th District; 630 Riverside Pkwy (PIN 18086600010). - Community Development Director, Michael Hughes and Deputy Director, Tina**

Garver

First Read

Open Public Hearing (Applicant and Support - 10 minutes time limit)

Opposition - (10 minutes time limit)

Close Public Hearing

No Action until Second Read

- c. REZ 2026-007 - 5520 Glore Drive (Parcel ID# 17010700060) - Request to rezone 1.6 acres from General Commercial (GC) to R-20 Single Family Residential District for the development of a two-story single family home. - Community Development Director, Michael Hughes and Deputy Director, Tina Garver**

First Read

Open Public Hearing (Applicant and Support - 10 minutes time limit)

Opposition - (10 minutes time limit)

Close Public Hearing

No Action until Second Read

- d. Second Read of an Ordinance Amending the Fiscal Year 2025-2026 Budget of the City of Mableton and Other Lawful Purposes - Finance Director, Karen Ellis**

Open Public Hearing (Applicant and Support - 10 minutes time limit)

Opposition - (10 minutes time limit)

Close Public Hearing

Action Required

8. PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS

- a. Tree Canopy Presentation with the Georgia Forestry Commission — Sustainability, Greenspace, and Beautification Director, Emily Ryan.**

- 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. Consideration and Approval of Community Development Block Grant Facilities Subrecipient Agreement Program Year 2026**
- b. Approval of August 10, 2026 Work Session Minutes**
- c. Approval of August 12, 2026 Regular Meeting Minutes**
- d. Approval to award Request for Proposals No. 26-06, City of Mableton Official Seal, Logo and Brand Identity System, to Sellier Design, Inc. D/B/A ID8, and authorize the Mayor to execute in substantial form the Professional Services Agreement**
- e. Approval for the Mayor to execute in substantial form the of a Software Services Agreement and Statement of Work between the City of Mableton and Tyler Technologies for Implementation and Annual License for Financial ERP Software**
- f. Approval for the Mayor to execute in substantial form of a Software Services Agreement and Statement of Work between the City of Mableton and SagesGov for**

Implementation and Annual License for Community Development and Code Enforcement Software

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- a. First Read — Ordinance Chapter 18, Licenses, Taxation, and Miscellaneous Business Regulations, of the City Code of Ordinances, Creating a New Article 9, Delinquent Taxes, Fees and Assessments and for other lawful purposes - City Attorney Emilia Walker-Ashby**
- b. Consideration and Approval for the Mayor to execute, in substantial form, a Tree Planting Services Agreement Between the City of Mableton and Trees Atlanta, Inc. for the 2026-2027 Front Yard Tree Program - Director of Sustainability, Greenspace, and Beautification, Emily Ryan**
- c. First Read of an Ordinance Creating Chapter 17, Parks and Recreation of the City of Mableton Code of Ordinances and for Other Lawful Purposes - City Attorney Emilia Walker-Ashby and 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.



AGENDA ITEM MEMORANDUM

MEETING OF: August 26, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Appointment of the Public Safety Director - Mayor Michael Owens

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS: None



AGENDA ITEM MEMORANDUM

MEETING OF: August 26, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Mayor to Administer the Updated Oath of Office to Appointed Boards and Commissions - Mayor Michael Owens

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS: None

Application for Rezoning Mableton, Georgia

Application No. _____

PC Hearing Date: _____

M&C Hearing Date: _____

Applicant David Pearson Communities, Inc. Phone# (770) 321-5032

(applicant's name printed)

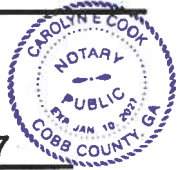
Address Suite 400, 2000 First Drive, Marietta, GA 30062 E-mail doug@davidpearsoncommunities.comMoore Ingram Johnson & Steele, LLP Emerson Overlook, Suite 100
J. Kevin Moore Address 326 Roswell Street, Marietta, GA 30060

(representative's name printed)

BY: J. K. Moore Phone# (770) 429-1499 E-mail jkm@mijs.com

(representative's signature) Georgia Bar No. 519728

Signed, sealed and delivered in presence of:

Carolyn E. Cook
Notary PublicMy commission expires: January 10, 2027Titleholder David Pearson and Mary Margaret Manning, Trustee of The MMM Trust, dated December 27, 2013 Phone# _____ E-mail _____

(titleholder's name, printed)

Signature See Exhibit "1" Attached Collectively for Titleholders' Signatures and Contact Information Address _____
(attach additional signature, if needed)

Signed, sealed and delivered in presence of:

My commission expires: _____

Notary Public

Zoning Request From R-20, R-20/OSC to RA-5
(present zoning) (proposed zoning)For the Purpose of Single-Family Detached Residential Community Size of Tract 23.119± Acre(s)
(subdivision, restaurant, warehouse, apt., etc.)Location Intersection of the northerly and southerly sides of Old Alabama Road with the easterly side of Maxham Road; intersection of the easterly and westerly sides of Cardell Road with Old Alabama Road
(street address, if applicable; nearest intersection, etc.)Land Lot(s) 145, 201, 258 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.

David Pearson Communities, Inc.
BY: _____
(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.

David Pearson Communities, Inc.
BY: _____
David Pearson, President

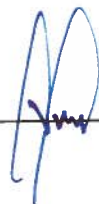
EXHIBIT "1" - ATTACHMENT TO APPLICATION FOR REZONING
City of Mableton, Georgia

Application No.: _____
Hearing Dates: _____

Applicant: David Pearson Communities, Inc.
Titleholders: David Pearson

Tax Parcel Nos.: 18020100030; 18025800020

David Pearson



Address: Suite 400, 2000 First Drive
Marietta, Georgia 30062

Telephone No.: (770) 321-5032
E-mail: david@davidpearsoncommunities.com

Signed, sealed, and delivered in the presence of:



Notary Public
Commission Expires: 12-3-21

[Notary Seal]

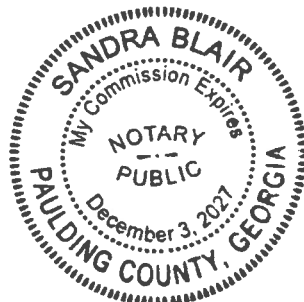


EXHIBIT "1" - ATTACHMENT TO APPLICATION FOR REZONING
City of Mableton, Georgia

Application No.: _____
Hearing Dates: _____

Applicant: **David Pearson Communities, Inc.**
Titleholders: **Mary Margaret Manning, Trustee of the
MMM Trust, dated December 27, 2013**

Tax Parcel Nos.: **18014500010; 18020100040; 18020100050**



Mary Margaret Manning
Mary Margaret Manning, Trustee of The MMM Trust,
dated December 27, 2013

Address: **1045 Chestnut Hill Circle
Marietta, Georgia 30064**

Telephone No.: 170) 422-9750
E-mail: marymanning@bellsouth.net

Signed, sealed, and delivered in the presence of:

[Signature]
Notary Public

PREPARED BY AND RETURN TO:
MCMICHAEL & GRAY, PC
2055 NORTH BROWN RD, SUITE 250
LAWRENCEVILLE GA 30043-4920
FILE # _____

Part of the following Tax Parcels:
18025800020
18020100030

Cross Reference:
Warranty Deed at Deed Book 15449, Page 4439,
Cobb County, Georgia records; and

STATE OF GEORGIA

Quitclaim Deed at Deed Book 16093, Page
4341, aforesaid records.

COUNTY OF COBB

Certificate of Trust

Comes now the undersigned and certifies the following:

1. This certificate is signed by each trustee of **THE MMM TRUST, DATED DECEMBER 27, 2013** Trust.
2. That **THE MMM TRUST, DATED DECEMBER 27, 2013** Trust was established on **December 27, 2013**, by **MARY MARGARET MANNING** and has not been revoked, modified, or amended in any manner that would cause the representations contained in this certification to be incorrect;
3. The settlor of the Trust was **MARY MARGARET MANNING** only.
4. The names and addresses of each trustee are as follows:

MARY MARGARET MANNING

1045 Chestnut Hill Circle
Marietta, Ga 30064

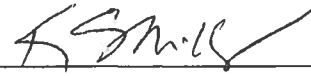
5. The number and identity of trustee(s) required to exercise the powers of trustee are as follows: **MARY MARGARET MANNING** only.
6. The trustee has the power to sell, exchange, grant options, partition or otherwise dispose of real property held in trust from time to time at public or private sale upon terms and conditions as determined by the trustee, and no consent or action of any other person is required.
7. The undersigned acknowledges that this Certificate of Trust will be filed in the deed books and records of Cobb County, Georgia.

THIS CERTIFICATION made in accordance with and persons relying upon same are entitled to the protections, rights and immunities contained in OCGA § 53-12-280.

Sworn to and subscribed before me this the 11th day of August, 2022.

Signed, sealed and delivered
in the presence of:

 [SEAL]
MARY MARGARET MANNING, TRUSTEE

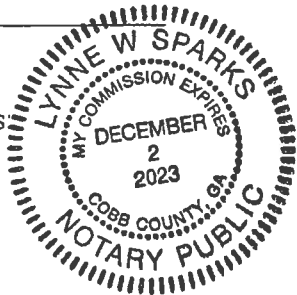


Witness



Notary Public

My commission expires
(NOTARY SEAL)



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): Minimum 1,800 square feet and greater
- b) Proposed building architecture: Traditional, Craftsman
- c) List all requested variances: Variances requested are identified in the submitted stipulation letter
- _____
- _____

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

- a) Proposed use(s): Not Applicable
- b) Proposed building architecture: Not Applicable
- c) Proposed hours/days of operation: Not Applicable
- d) List all requested variances: Not Applicable
- _____
- _____
- _____

Attachment C1

Application No.: _____

PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²

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

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? _____
No, to the best of our knowledge, information, and belief.

If so, describe the nature and extent of such interest: Not Applicable.

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, to the best of our knowledge, information, and belief.

If so, describe the nature and extent of such interest: Not Applicable.

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, to the best of our knowledge, information, and belief.

If so, describe the relationship and the nature and extent of such interest: Not Applicable.

I certify that the foregoing information is true and correct, this 10th day of April, 2026.

David Pearson Communities, Inc.

BY: _____

David Pearson
Applicant's Signature
David Pearson, President

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

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

Attachment C2

CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Application No.: _____

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

Has the applicant² made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?

No.

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

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

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made: Not Applicable.

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: Not Applicable.

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: Not Applicable.

I certify that the foregoing information is true and correct, this 10th day of April, 2026.

DAVID PEARSON COMMUNITIES, INC.

BY: _____

[Signature] Applicant's Signature

David Pearson, President

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

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

Attachment C1

Application No.: _____

PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²

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

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? _____
No, to the best of our knowledge, information, or belief.

If so, describe the nature and extent of such interest: Not Applicable.

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, to the best of our knowledge, information, and belief.

If so, describe the nature and extent of such interest: Not Applicable.

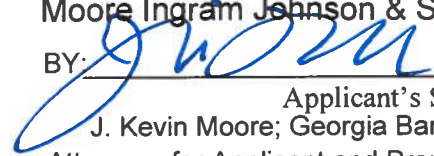
Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above? No, to the best of our knowledge, information, and belief.

If so, describe the relationship and the nature and extent of such interest: Not Applicable.

I certify that the foregoing information is true and correct, this 10th day of April, 2026.

Moore Ingram Johnson & Steele, LLP

BY: _____


Applicant's Signature
J. Kevin Moore; Georgia Bar No. 519728
Attorneys for Applicant and Property Owners

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

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

Attachment C2

CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Application No.: _____

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

Has the applicant² made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?

No.

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

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

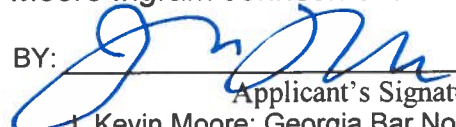
The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made: Not Applicable.

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: Not Applicable.

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: Not Applicable.

I certify that the foregoing information is true and correct, this 10th day of April, 2026.

Moore Ingram-Johnson & Steele, LLP

BY: 

Applicant's Signature

J. Kevin Moore; Georgia Bar No. 519728

Attorneys for Applicant and Property Owners

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

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

ATTACHMENT "D"

2024103207 Deed Book 16250 Page 5136
Filed and Recorded: 12/13/2024 1:01:45 PM
Real Estate Transfer Tax: \$640.00
Connie Taylor
Clerk of Superior Court
Cobb County, Georgia
ParticipantIDs: 4045311118, 7067927936

RETURN TO: [Space Above This Line For Recording Data]

MOORE INGRAM JOHNSON & STEELE, LLP
EMERSON OVERLOOK
326 ROSWELL STREET
MARIETTA, GEORGIA 30060
24R351.1

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA
COUNTY OF COBB

THIS INDENTURE, made the 13th day of December, in the year Two Thousand Twenty-Four,
between

BRENT STEPP CONSTRUCTION COMPANY, INC.,
a Georgia corporation

as party or parties of the first part, hereinafter called Grantor, and

DAVID PEARSON

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 OTHER VALUABLE
CONSIDERATIONS AND TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing
and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold,
aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey, and
confirm unto the said Grantee,

**All that tract or parcel of land lying and being in Land Lots 201 and 218 of the 18th
District, 2nd Section, City of Austell, Cobb County, Georgia and being more
particularly described on Exhibit "A" attached hereto and incorporated herein by
this reference.**

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members
and appurtenances thereof, to the same being belonging, or in anywise appertaining, to the only proper
use, benefit and behoof of the Grantee forever in FEE SIMPLE; subject only to those matters (hereinafter
referred to as "Permitted Title Exceptions") set out in the attached Exhibit "B", attached hereto and by this
reference made a part hereof.

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 CLAIMING BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in
the presence of:

BRENT STEPP CONSTRUCTION COMPANY, INC.
a Georgia corporation

Unofficial Witness

By: _____
Brent Stepp, President



Notary Public
MY COMMISSION EXPIRES:



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 201 and 258, 18th District, 2nd Section, Cobb County, City of Austell, Georgia, and being more particularly described as follows:

Beginning at a point located at the intersection of the Easterly right-of-way of Cardell Road and the Southeasterly right-of-way of Old Alabama Road; thence along said right-of-way of Old Alabama Road the following courses and distances; North 58°02'58" East a distance of 110.85 feet to a calculated point; thence following a curve to the right, said curve having an arc distance of 94.66 feet and a radius of 1637.36 feet and being subtended by a chord bearing North 59°42'20" East a distance of 94.65 feet to a calculated point; thence following a curve to the right, said curve having an arc distance of 118.38 feet and a radius of 1039.64 feet and being subtended by a chord bearing North 64°37'27" East a distance of 118.32 feet to a calculated point; thence following a curve to the right, said curve having an arc distance of 286.24 feet and a radius of 7609.56 feet and being subtended by a chord bearing North 68°57'50" East a distance of 286.22 feet to a calculated point; thence North 70°02'29" East a distance of 90.71 feet to a ½ inch rebar set; thence leaving said right-of-way South 07°56'31" West a distance of 288.29 feet to a ½ inch rebar found; thence South 82°00'29" East a distance of 331.90 feet to a 2-inch open top pipe found; thence South 02° 29' 30" West a distance of 352.45 feet to a ½ inch rebar found; thence South 23°10'09" West a Distance of 290.45 feet to a ½ inch rebar set; thence South 23°13'09" West a distance of 219.94 feet to a 1-inch open top pipe found; thence South 23°05'11" West a distance of 129.97 feet to a 5/8 inch rebar found on the Northeasterly right-of-way of Cardell Road; thence along said right-of-way the following courses and distances: Following a curve to the left, said curve having a arc distance of 234.38 feet and a radius of 2464.45 feet and being subtended by a chord bearing North 41°26'49" West a distance of 234.29 feet to a calculated point; thence following a curve to the left, said curve having an arc distance of 222.09 feet and a radius of 4382.08 feet and being subtended by a chord bearing North 45°37'25" West a distance of 222.07 feet to a calculated point; thence North 47°04'31" West a distance of 106.60 feet to a calculated point; thence following a curve to the right, said curve having an arc distance of 127.17 feet and a radius of 497.93 feet and being subtended by a chord bearing North 39°45'33" West a distance of 126.82 feet to a calculated point; thence following a curve to the right; said curve having an arc distance of 80.14 feet and a radius of 675.27 feet and being subtended by a chord bearing North 29°02'33" West a distance of 80.09 feet to a calculated point; thence following a curve to the right, said curve having an arc distance of 80.70 feet and a radius of 875.17 feet and being subtended by a chord bearing North 22°13'02" West a distance of 80.67 feet to a calculated point; thence North 18°47'21" West a distance of 354.88 feet to THE TRUE POINT OR PLACE OF BEGINNING.

Said tract or parcel of land containing 15.169 acres and reflected on that certain ALTA/NSPS Survey of 15.169 +/- acres lying and being on Old Alabama Road and Cardell Road for SDH ATLANTA, LLC, First American Title Insurance Company, Ridgeland Title, and McMichael & Gray, P.C. dated June 29, 2021 by James A. Jacobs, Georgia Registered Land Surveyor No. 2867, Adam & Lee Land Surveying.

EXHIBIT "B"

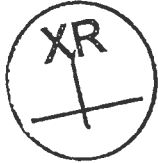
1. Taxes and assessments for the year 2025, and subsequent years, not yet due and payable.
2. Easement from Mrs. Mary C. Manning for R.C. Cousins Estate to Georgia Power dated September 16, 1953, filed January 27, 1954 and recorded in Deed Book 264, Page 596, Cobb County, Georgia Records.
3. Rural Post Roads Right of Way Deed from Mrs. R.C. Cousins and M. Manning to the Department of Transportation dated May 26, 1974, filed May 7, 1975 and recorded in Deed Book 1600, Page 20, Cobb County, Georgia Records.
4. Rural Post Roads Right of Way Deed from Mrs. R.C. Cousins to the Department of Transportation dated May 26, 1974, filed May 7, 1975 and recorded in Deed Book 1600, Page 64, Cobb County, Georgia Records.
5. Rural Post Roads Right of Way Deed from Mrs. R.C. Cousins and M. Manning to the Department of Transportation dated May 26, 1974, filed May 7, 1975 and recorded in Deed Book 1600, Page 67, Cobb County, Georgia Records.
6. Easement and Right of Way from Mary C. Manning, individually and as Trustee under the Testamentary Trust of Margaret Gordon Cousins, deceased to Cobb County-Marietta Water Authority dated April 15, 1996, filed April 17, 1996 and recorded in Deed Book 9548, Page 507, Cobb County, Georgia Records.
7. Sewer Easement Agreement between Mable Street Limited, LLC and Mary C. Manning dated December 13, 2005, filed January 4, 2006 and recorded in Deed Book 14272, Page 1779, Cobb County, Georgia Records.
8. Cobb County Right of Way Deed from Brent Stepp Construction Company, Inc. dated September 21, 2021, filed October 11, 2021 and recorded in Deed Book 15978, Page 6484, Cobb County, Georgia Records.
9. Memorandum of Agreement by and between SDH Atlanta LLC and Brent Stepp Construction Company, Inc. dated November 30, 2022, filed November 30, 2022 and recorded in Deed Book 16102, Page 5239, Cobb County, Georgia Records.
10. Easement for Anchors, Guy Poles and Guy Wires from Brent Stepp Construction Company, Inc. to Georgia Power Company dated April 17, 2023, filed July 4, 2023 and recorded in Deed Book 16144, page 2040, Cobb County, Georgia Records.

11. All matters reflected in that certain plat recorded in Plat Book 4, Page 135, Cobb County, Georgia Records.
12. All matters reflected in that certain plat recorded in Plat Book 22, Page 113, Cobb County, Georgia Records.
13. All matters reflected in that certain plat recorded in Plat Book 23, Page 42, Cobb County, Georgia Records.

Deed Book 15489 Ps 4966
 Filed and Recorded Oct-31-2017 03:42pm
 2017-0123392
 Real Estate Transfer Tax \$0.00

Rebecca Keaton
 Rebecca Keaton

Clerk of Superior Court Cobb Cty. Ga.



Deed Book 15449 Ps 4434
 Filed and Recorded Jun-08-2017 03:31pm
 2017-0064064
 Real Estate Transfer Tax \$0.00
 0372017013303

Rebecca Keaton
 Rebecca Keaton

Clerk of Superior Court Cobb Cty. Ga.

AFTER RECORDING PLEASE RETURN TO:

Jeffrey N. Gaba, Esq.
 Gregory, Doyle, Calhoun & Rogers, LLC
 49 Atlanta Street
 Marietta, GA 30060

PLEASE RE-RECORD TO CORRECT THE LEGAL
 DESCRIPTIONS ATTACHED AS EXHIBIT "A"

STATE OF GEORGIA
 COUNTY OF COBB

WARRANTY DEED

THIS INDENTURE, is made as of this 6TH day of June, 2017, by and between **MARY MARGARET MANNING**, a resident of the State of Georgia (hereinafter called "Grantor"), and **MARY MARGARET MANNING, TRUSTEE OF THE MMM TRUST, DATED DECEMBER 27, 2013, OR ANY SUCCESSOR TRUSTEE** (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that tract or parcel of land lying and being in Land Lots 145 and 201, of the 18th District, 2nd Section, Cobb County, Georgia and being more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference. Tax Parcel 18014500010.

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

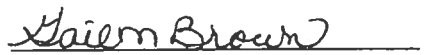
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

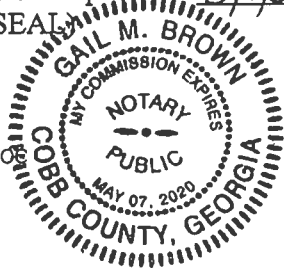
Signed, sealed and delivered
in the presence of:


MARY MARGARET MANNING


Unofficial Witness


Notary Public
Commission Expiration: 5/7/20
(SEAL)

2245103_1.DOC



TRACT I:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 145 AND 201 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN ON THAT PLAT OF SURVEY DATED JUNE 19, 2008 FOR MARY MARGARET MANNING BY JOHN C. GASKINS, RLS NO. 2060, AND CHRISTOPHER A. EVANS, RLS NO. 2784, GASKINS SURVEYING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT-OF-WAY MONUMENT LOCATED AT THE EASTERLY RIGHT OF WAY OF MAXHAM ROAD (APPARENT 150' R/W) WITH THE NORTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD (VARIABLE R/W) AND THE POINT OF BEGINNING, RUN THENCE NORTH 77 DEGREES 12 MINUTES 01 SECONDS WEST A DISTANCE OF 94.29 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD; RUN THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD NORTH 07 DEGREES 51 MINUTES 46 SECONDS EAST A DISTANCE OF 674.57 FEET TO A POINT; RUN THENCE ALONG THE ARC OF A CURVE TO THE NORTHWEST HAVING A RADIUS OF 974.00 FEET, A CHORD BEARING OF NORTH 4 DEGREES 26 MINUTES 55 SECONDS WEST, AND A CHORD DISTANCE OF 415.36 FEET, FOR AN ARC DISTANCE OF 418.57 FEET TO A POINT; RUN THENCE NORTH 16 DEGREES 45 MINUTES 40 SECONDS WEST A DISTANCE OF 54.48 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY, RUN NORTH 86 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 71.73 FEET ALONG THE CENTERLINE OF BUTTERMILK CREEK TO A POINT; RUN THENCE SOUTH 04 DEGREES 28 MINUTES 58 SECONDS EAST A DISTANCE OF 472.93 FEET TO A POINT; RUN THENCE SOUTH 43 DEGREES 27 MINUTES 16 SECONDS EAST A DISTANCE OF 546.24 FEET TO A #4 REBAR FOUND ON THE NORTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD; RUN THENCE ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE SOUTHWEST HAVING A RADIUS OF 1687.36 FEET, A CHORD BEARING OF SOUTH 60 DEGREES 26 MINUTES 50 SECONDS WEST, AND A CHORD DISTANCE OF 141.20 FEET, FOR AN ARC DISTANCE OF 141.24 FEET TO A POINT; RUN THENCE SOUTH 58 DEGREES 02 MINUTES 58 SECONDS WEST A DISTANCE OF 95.22 FEET TO A POINT; RUN THENCE ALONG THE ARC OF A CURVE TO THE SOUTHWEST HAVING A RADIUS OF 682.64 FEET, A CHORD BEARING OF SOUTH 55 DEGREES 33 MINUTES 14 SECONDS WEST, AND A CHORD DISTANCE OF 59.45 FEET, FOR AN ARC DISTANCE OF 59.47 FEET TO A POINT; RUN THENCE SOUTH 53 DEGREES 03 MINUTES 30 SECONDS WEST A DISTANCE OF 230.22 FEET TO A R/W MONUMENT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 4.87 ACRES, MORE OR LESS.

TRACT III:

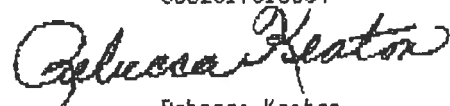
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 201 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN ON THAT PLAT OF SURVEY DATED JUNE 19, 2008 FOR MARY MARGARET MANNING BY JOHN C. GASKINS, RLS NO. 2060, AND CHRISTOPHER A. EVANS, RLS NO. 2748, GASKINS SURVEYING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF LAND LOTS 144, 145, 201 AND 202 AND THE TRUE POINT OF BEGINNING, RUN THENCE SOUTH 89 DEGREES 14 MINUTES 05 SECONDS EAST A DISTANCE OF 22.19 FEET ALONG THE NORTHERN LOT LINE OF LAND LOT 201 TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MAXHAM ROAD (APPARENT 150' R/W); THENCE LEAVING THE NORTHERN LOT LINE OF LAND LOT 201, RUN ALONG THE WESTERLY RIGHT-OF-WAY OF MAXHAM ROAD SOUTH 16 DEGREES 45 MINUTES 40 SECONDS EAST A DISTANCE OF 27.06 FEET TO A POINT; RUN THENCE ALONG THE ARC OF A CURVE TO THE SOUTHEAST HAVING A RADIUS OF 824.00 FEET, A CHORD BEARING OF SOUTH 04 DEGREES 26 MINUTES 55 SECONDS EAST, AND A CHORD DISTANCE OF 351.39 FEET, FOR AN ARC DISTANCE OF 354.11 FEET TO A POINT; RUN THENCE SOUTH 07 DEGREES 51 MINUTES 46 SECONDS WEST A DISTANCE OF 575.00 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY, RUN ALONG THE WESTERN LAND LOT LINE OF LAND LOT 201 NORTH 01 DEGREES 17 MINUTES 47 SECONDS EAST A DISTANCE OF 946.38 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.94 ACRES, MORE OR LESS.

FOR QCD SEE
DE Book 16093 Page 4341

Deed Book 15449 Pg 4439
Filed and Recorded Jun-08-2017 03:31pm
2017-0064065
Real Estate Transfer Tax \$0.00
0332017013304



Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

AFTER RECORDING PLEASE RETURN TO:
Jeffrey N. Gaba, Esq.
Gregory, Doyle, Calhoun & Rogers, LLC
49 Atlanta Street
Marietta, GA 30060

STATE OF GEORGIA
COUNTY OF COBB

WARRANTY DEED

THIS INDENTURE, is made as of this 6th day of June, 2017, by and between **MARY MARGARET MANNING**, a resident of the State of Georgia (hereinafter called "Grantor"), and **MARY MARGARET MANNING, TRUSTEE OF THE MMM TRUST, DATED DECEMBER 27, 2013, OR ANY SUCCESSOR TRUSTEE** (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that tract or parcel of land lying and being in Land Lot 201 and 258, of the 18th District, 2nd Section, Cobb County, Georgia and being more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference. TAX PARCELS 18020100040 & 18020100050.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
in the presence of:


MARY MARGARET MANNING



Unofficial Witness



Notary Public
Commission Expiration: 5/7/20



2245107_1.DOC

ALL THAT TRACT OR PARCELOF LAND LYING AND BEING IN LAND LOTS 201 AND 258 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN ON THAT PLAT OF SURVEY DATED JUNE 19, 2008 FOR MARY MARGARET MANNING BY JOHN C. GASKINS, RLS NO. 2060, AND CHRISTOPHER A. EVANS, RLS NO. 2784, GASKINS SURVEYING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD (APPARENT 150' R/W) WITH THE SOUTHERLY RIGHT-OF-WAY OF OLD CARDELL ROAD (APPARENT 50' R/W) AND THE POINT OF BEGINNING; RUN THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF OLD CARDELL ROAD SOUTH 81 DEGREES 16 MINUTES 44 SECONDS EAST A DISTANCE OF 105.35 FEET TO A POINT; RUN THENCE SOUTH 75 DEGREES 37 MINUTES 18 SECONDS EAST A DISTANCE OF 140.76 FEET TO A POINT; RUN THENCE SOUTH 70 DEGREES 35 MINUTES 40 SECONDS EAST A DISTANCE OF 22.32 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY RUN SOUTH 46 DEGREES 55 MINUTES 08 SECONDS WEST A DISTANCE OF 141.87 FEET TO A #4 REBAR FOUND; RUN THENCE NORTH 50 DEGREES 24 MINUTES 52 SECONDS WEST A DISTANCE OF 77.09 FEET TO A #4 REBAR FOUND; RUN THENCE NORTH 81 DEGREES 46 MINUTES 02 SECONDS WEST A DISTANCE OF 105.52 FEET TO A #4 REBAR FOUND ON THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD; RUN THENCE ALONG MAXHAM ROAD ALONG THE ARC OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 5654.58 FEET, A CHORD BEARING OF NORTH 03 DEGREES 43 MINUTES 49 SECONDS EAST, AND A CHORD DISTANCE OF 91.21 FEET, FOR AN ARC DISTANCE OF 91.21 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.51 ACRES, MORE OR LESS.

PLUS ANY AND ALL GAPS AND GORES BETWEEN THE ABOVE-DESCRIBED TRACTS AND THE ORIGINAL LEGAL DESCRIPTION CONTAINED IN DEED BOOK 144, PAGE 229, COBB COUNTY, GEORGIA RECORDS.

LESS AND EXCEPT ANY AND ALL RIGHT-OF-WAY CONVEYANCES OF RECORD.

PLUS ANY REMNANTS THAT HAVE NOT PREVIOUSLY BEEN CONVEYED OUT OF DEED BOOK 144, PAGE 229, COBB COUNTY, GEORGIA RECORDS.

THE INTENT OF THIS EXECUTOR'S DEED IS TO CONVEY TO GRANTEE HEREIN ALL REMAINING PROPERTY, INCLUDING THE ABOVE-DESCRIBED PROPERTY, NOT PREVIOUSLY CONVEYED OUT OF THAT PROPERTY DESCRIBED IN DEED BOOK 144, PAGE 229, COBB COUNTY, GEORGIA RECORDS.

TRACT II:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 201 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN ON THAT PLAT OF SURVEY DATED JUNE 19, 2008 FOR MARY MARGARET MANNING BY JOHN C. GASKINS, RLS NO. 2060, AND CHRISTOPHER A. EVANS, RLS NO. 2784, GASKINS SURVEYING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD (APPARENT 150' R/W) WITH THE SOUTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD (VARIABLE R/W) AND THE TRUE POINT OF BEGINNING; RUN THENCE NORTH 56 DEGREES 36 MINUTES 45 SECONDS EAST A DISTANCE OF 50.91 FEET TO A POINT ALONG THE SOUTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD; CONTINUING ALONG SAID RIGHT-OF-WAY, RUN THENCE ALONG THE ARC OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 802.62 FEET, A CHORD BEARING OF NORTH 55 DEGREES 04 MINUTES 51 SECONDS EAST, AND A CHORD DISTANCE OF 42.90 FEET, FOR AN ARC DISTANCE OF 42.91 FEET TO A POINT; RUN THENCE NORTH 53 DEGREES 32 MINUTES 58 SECONDS EAST A DISTANCE OF 31.13 FEET TO A POINT; RUN THENCE SOUTH 40 DEGREES 35 MINUTES 42 SECONDS EAST A DISTANCE OF 14.96 FEET TO A R/W MONUMENT; RUN THENCE NORTH 52 DEGREES 55 MINUTES 51 SECONDS EAST A DISTANCE OF 124.55 FEET TO A R/W MONUMENT; RUN THENCE SOUTH 37 DEGREES 24 MINUTES 31 SECONDS EAST A DISTANCE OF 18.59 FEET TO A R/W MONUMENT; RUN THENCE NORTH 53 DEGREES 14 MINUTES 01 SECONDS EAST A DISTANCE OF 59.96 FEET TO A R/W MONUMENT; RUN THENCE SOUTH 79 DEGREES 51 MINUTES 58 SECONDS EAST A DISTANCE OF 73.70 FEET TO A R/W MONUMENT ON THE WESTERLY RIGHT-OF-WAY OF CARDELL ROAD (APPARENT 50' R/W); RUN THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF CARDELL ROAD SOUTH 18 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 246.05 FEET TO A POINT; RUN THENCE ALONG THE ARC OF A CURVE TO THE SOUTHEAST HAVING A RADIUS OF 725.17 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 24 MINUTES 06 SECONDS EAST, AND A CHORD DISTANCE OF 40.73 FEET, FOR AN ARC DISTANCE OF 40.74 FEET TO A POINT; RUN THENCE ALONG THE RIGHT-OF-WAY OF OLD CARDELL ROAD (APPARENT 50' R/W) SOUTH 66 DEGREES 00 MINUTES 47 SECONDS WEST A DISTANCE OF 29.93 FEET TO A POINT; RUN THENCE ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE NORTHWEST HAVING A RADIUS OF 79.12 FEET, A CHORD BEARING OF NORTH 81 DEGREES 23 MINUTES 55 SECONDS WEST, AND A CHORD DISTANCE OF 29.66 FEET, FOR AN ARC DISTANCE OF 29.84 FEET TO A POINT; RUN THENCE NORTH 70 DEGREES 35 MINUTES 40 SECONDS WEST A DISTANCE OF 140.43 FEET TO A POINT; RUN THENCE NORTH 75 DEGREES 37 MINUTES 18 SECONDS WEST A DISTANCE OF 145.42 FEET TO A POINT; RUN THENCE NORTH 81 DEGREES 16 MINUTES 44 SECONDS WEST A DISTANCE OF 111.56 FEET TO A POINT; RUN THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD ALONG THE ARC OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 5654.58 FEET, A CHORD BEARING OF NORTH 4 DEGREES 53 MINUTES 04 SECONDS EAST, AND A CHORD DISTANCE OF 36.35 FEET, FOR AN ARC DISTANCE OF 36.35 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1.63 ACRES, MORE OR LESS.

Deed Book 15449 Pg 4434
Filed and Recorded Jun-08-2017 03:31pm
2017-0064064
Real Estate Transfer Tax \$0.00
0332017013303



Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

FOR RE-RCD SEE

DE Book 15489 Page 4966

AFTER RECORDING PLEASE RETURN TO:

Jeffrey N. Gaba, Esq.

Gregory, Doyle, Calhoun & Rogers, LLC

49 Atlanta Street

Marietta, GA 30060

STATE OF GEORGIA
COUNTY OF COBB

WARRANTY DEED

THIS INDENTURE, is made as of this 6TH day of June, 2017, by and between **MARY MARGARET MANNING**, a resident of the State of Georgia (hereinafter called "Grantor"), and **MARY MARGARET MANNING, TRUSTEE OF THE MMM TRUST, DATED DECEMBER 27, 2013, OR ANY SUCCESSOR TRUSTEE** (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that tract or parcel of land lying and being in Land Lots 145 and 201, of the 18th District, 2nd Section, Cobb County, Georgia and being more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference. Tax Parcel 18014500010.

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

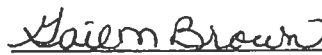
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
in the presence of:


MARY MARGARET MANNING


Unofficial Witness


Notary Public
Commission Expiration: 5/7/20
(SEAL)

2245103_1.DOC

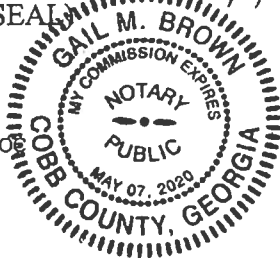


EXHIBIT "A"

TRACT I:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 145 AND 201 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN ON THAT PLAT OF SURVEY DATED JUNE 19, 2008 FOR MARY MARGARET MANNING BY JOHN C. GASKINS, RLS NO. 2060, AND CHRISTOPHER A. EVANS, RLS NO. 2784, GASKINS SURVEYING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT-OF-WAY MONUMENT LOCATED AT THE EASTERLY RIGHT OF WAY OF MAXHAM ROAD (APPARENT 150' R/W) WITH THE NORTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD (VARIABLE R/W) AND THE POINT OF BEGINNING, RUN THENCE NORTH 77 DEGREES 12 MINUTES 01 SECONDS WEST A DISTANCE OF 94.29 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD; RUN THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD NORTH 07 DEGREES 51 MINUTES 46 SECONDS EAST A DISTANCE OF 674.57 FEET TO A POINT; RUN THENCE ALONG THE ARC OF A CURVE TO THE NORTHWEST HAVING A RADIUS OF 974.00 FEET, A CHORD BEARING OF NORTH 4 DEGREES 26 MINUTES 55 SECONDS WEST, AND A CHORD DISTANCE OF 415.36 FEET, FOR AN ARC DISTANCE OF 418.57 FEET TO A POINT; RUN THENCE NORTH 16 DEGREES 45 MINUTES 40 SECONDS WEST A DISTANCE OF 54.48 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY, RUN NORTH 86 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 71.73 FEET ALONG THE CENTERLINE OF BUTTERMILK CREEK TO A POINT; RUN THENCE SOUTH 04 DEGREES 28 MINUTES 58 SECONDS EAST A DISTANCE OF 472.93 FEET TO A POINT; RUN THENCE SOUTH 43 DEGREES 27 MINUTES 16 SECONDS EAST A DISTANCE OF 546.24 FEET TO A #4 REBAR FOUND ON THE NORTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD; RUN THENCE ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE SOUTHWEST HAVING A RADIUS OF 1687.36 FEET, A CHORD BEARING OF SOUTH 60 DEGREES 26 MINUTES 50 SECONDS WEST, AND A CHORD DISTANCE OF 141.20 FEET, FOR AN ARC DISTANCE OF 141.24 FEET TO A POINT; RUN THENCE SOUTH 58 DEGREES 02 MINUTES 58 SECONDS WEST A DISTANCE OF 95.22 FEET TO A POINT; RUN THENCE ALONG THE ARC OF A CURVE TO THE SOUTHWEST HAVING A RADIUS OF 682.64 FEET, A CHORD BEARING OF SOUTH 55 DEGREES 33 MINUTES 14 SECONDS WEST, AND A CHORD DISTANCE OF 59.45 FEET, FOR AN ARC DISTANCE OF 59.47 FEET TO A POINT; RUN THENCE SOUTH 53 DEGREES 03 MINUTES 30 SECONDS WEST A DISTANCE OF 230.22 FEET TO A R/W MONUMENT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 4.87 ACRES, MORE OR LESS.

TRACT II:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 201 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN ON THAT PLAT OF SURVEY DATED JUNE 19, 2008 FOR MARY MARGARET MANNING BY JOHN C. GASKINS, RLS NO. 2060, AND CHRISTOPHER A. EVANS, RLS NO. 2784, GASKINS SURVEYING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD (APPARENT 150' R/W) WITH THE SOUTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD (VARIABLE R/W) AND THE TRUE POINT OF BEGINNING; RUN

THENCE NORTH 56 DEGREES 36 MINUTES 45 SECONDS EAST A DISTANCE OF 50.91 FEET TO A POINT ALONG THE SOUTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD; CONTINUING ALONG SAID RIGHT-OF-WAY, RUN THENCE ALONG THE ARC OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 802.62 FEET, A CHORD BEARING OF NORTH 55 DEGREES 04 MINUTES 51 SECONDS EAST, AND A CHORD DISTANCE OF 42.90 FEET, FOR AN ARC DISTANCE OF 42.91 FEET TO A POINT; RUN THENCE NORTH 53 DEGREES 32 MINUTES 58 SECONDS EAST A DISTANCE OF 31.13 FEET TO A POINT; RUN THENCE SOUTH 40 DEGREES 35 MINUTES 42 SECONDS EAST A DISTANCE OF 14.96 FEET TO A R/W MONUMENT; RUN THENCE NORTH 52 DEGREES 55 MINUTES 51 SECONDS EAST A DISTANCE OF 124.55 FEET TO A R/W MONUMENT; RUN THENCE SOUTH 37 DEGREES 24 MINUTES 31 SECONDS EAST A DISTANCE OF 18.59 FEET TO A R/W MONUMENT; RUN THENCE NORTH 53 DEGREES 14 MINUTES 01 SECONDS EAST A DISTANCE OF 59.96 FEET TO A R/W MONUMENT; RUN THENCE SOUTH 79 DEGREES 51 MINUTES 58 SECONDS EAST A DISTANCE OF 73.70 FEET TO A R/W MONUMENT ON THE WESTERLY RIGHT-OF-WAY OF CARDELL ROAD (APPARENT 50' R/W); RUN THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF CARDELL ROAD SOUTH 18 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 246.05 FEET TO A POINT; RUN THENCE ALONG THE ARC OF A CURVE TO THE SOUTHEAST HAVING A RADIUS OF 725.17 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 24 MINUTES 06 SECONDS EAST, AND A CHORD DISTANCE OF 40.73 FEET, FOR AN ARC DISTANCE OF 40.74 FEET TO A POINT; RUN THENCE ALONG THE RIGHT-OF-WAY OF OLD CARDELL ROAD (APPARENT 50' R/W) SOUTH 66 DEGREES 00 MINUTES 47 SECONDS WEST A DISTANCE OF 29.93 FEET TO A POINT; RUN THENCE ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE NORTHWEST HAVING A RADIUS OF 79.12 FEET, A CHORD BEARING OF NORTH 81 DEGREES 23 MINUTES 55 SECONDS WEST, AND A CHORD DISTANCE OF 29.66 FEET, FOR AN ARC DISTANCE OF 29.84 FEET TO A POINT; RUN THENCE NORTH 70 DEGREES 35 MINUTES 40 SECONDS WEST A DISTANCE OF 140.43 FEET TO A POINT; RUN THENCE NORTH 75 DEGREES 37 MINUTES 18 SECONDS WEST A DISTANCE OF 145.42 FEET TO A POINT; RUN THENCE NORTH 81 DEGREES 16 MINUTES 44 SECONDS WEST A DISTANCE OF 111.56 FEET TO A POINT; RUN THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD ALONG THE ARC OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 5654.58 FEET, A CHORD BEARING OF NORTH 4 DEGREES 53 MINUTES 04 SECONDS EAST, AND A CHORD DISTANCE OF 36.35 FEET, FOR AN ARC DISTANCE OF 36.35 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1.63 ACRES, MORE OR LESS.

TRACT III:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 201 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN ON THAT PLAT OF SURVEY DATED JUNE 19, 2008 FOR MARY MARGARET MANNING BY JOHN C. GASKINS, RLS NO. 2060, AND CHRISTOPHER A. EVANS, RLS NO. 2748, GASKINS SURVEYING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF LAND LOTS 144, 145, 201 AND 202 AND THE TRUE POINT OF BEGINNING, RUN THENCE SOUTH 89 DEGREES 14 MINUTES 05 SECONDS EAST A DISTANCE OF 22.19 FEET ALONG THE NORTHERN LOT LINE OF LAND LOT 201 TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MAXHAM ROAD (APPARENT 150' R/W); THENCE LEAVING THE NORTHERN LOT LINE OF LAND LOT 201, RUN ALONG THE WESTERLY RIGHT-OF-WAY OF MAXHAM ROAD SOUTH 16 DEGREES 45 MINUTES 40 SECONDS EAST A DISTANCE OF 27.06 FEET TO A POINT; RUN THENCE

ALONG THE ARC OF A CURVE TO THE SOUTHEAST HAVING A RADIUS OF 824.00 FEET, A CHORD BEARING OF SOUTH 04 DEGREES 26 MINUTES 55 SECONDS EAST, AND A CHORD DISTANCE OF 351.39 FEET, FOR AN ARC DISTANCE OF 354.11 FEET TO A POINT; RUN THENCE SOUTH 07 DEGREES 51 MINUTES 46 SECONDS WEST A DISTANCE OF 575.00 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY, RUN ALONG THE WESTERN LAND LOT LINE OF LAND LOT 201 NORTH 01 DEGREES 17 MINUTES 47 SECONDS EAST A DISTANCE OF 946.38 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.94 ACRES, MORE OR LESS.

TRACT IV:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 201 AND 258 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN ON THAT PLAT OF SURVEY DATED JUNE 19, 2008 FOR MARY MARGARET MANNING BY JOHN C. GASKINS, RLS NO. 2060, AND CHRISTOPHER A. EVANS, RLS NO. 2784, GASKINS SURVEYING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD (APPARENT 150' R/W) WITH THE SOUTHERLY RIGHT-OF-WAY OF OLD CARDELL ROAD (APPARENT 50' R/W) AND THE POINT OF BEGINNING; RUN THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF OLD CARDELL ROAD SOUTH 81 DEGREES 16 MINUTES 44 SECONDS EAST A DISTANCE OF 105.35 FEET TO A POINT; RUN THENCE SOUTH 75 DEGREES 37 MINUTES 18 SECONDS EAST A DISTANCE OF 140.76 FEET TO A POINT; RUN THENCE SOUTH 70 DEGREES 35 MINUTES 40 SECONDS EAST A DISTANCE OF 22.32 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY RUN SOUTH 46 DEGREES 55 MINUTES 08 SECONDS WEST A DISTANCE OF 141.87 FEET TO A #4 REBAR FOUND; RUN THENCE NORTH 50 DEGREES 24 MINUTES 52 SECONDS WEST A DISTANCE OF 77.09 FEET TO A #4 REBAR FOUND; RUN THENCE NORTH 81 DEGREES 46 MINUTES 02 SECONDS WEST A DISTANCE OF 105.52 FEET TO A #4 REBAR FOUND ON THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD; RUN THENCE ALONG MAXHAM ROAD ALONG THE ARC OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 5654.58 FEET, A CHORD BEARING OF NORTH 03 DEGREES 43 MINUTES 49 SECONDS EAST, AND A CHORD DISTANCE OF 91.21 FEET, FOR AN ARC DISTANCE OF 91.21 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.51 ACRES, MORE OR LESS.

PLUS ANY AND ALL GAPS AND GORES BETWEEN THE ABOVE-DESCRIBED TRACTS AND THE ORIGINAL LEGAL DESCRIPTION CONTAINED IN DEED BOOK 144, PAGE 229, COBB COUNTY, GEORGIA RECORDS.

LESS AND EXCEPT ANY AND ALL RIGHT-OF-WAY CONVEYANCES OF RECORD.

PLUS ANY REMNANTS THAT HAVE NOT PREVIOUSLY BEEN CONVEYED OUT OF DEED BOOK 144, PAGE 229, COBB COUNTY, GEORGIA RECORDS.

THE INTENT OF THIS EXECUTOR'S DEED IS TO CONVEY TO GRANTEE HEREIN ALL REMAINING PROPERTY, INCLUDING THE ABOVE-DESCRIBED PROPERTY, NOT PREVIOUSLY CONVEYED OUT OF THAT PROPERTY DESCRIBED IN DEED BOOK 144, PAGE 229, COBB COUNTY, GEORGIA RECORDS.

ATTACHMENT "E"

Legal Description Parcel Nos. 18020100030 and 18025800020 Zoned R-20/OSC

All of that tract or parcel of land lying and being in Land Lots 201 and 258 of the 18th District, 2nd Section, City of Mableton, Cobb County, Georgia and being more particularly described as follows:

Beginning at an iron pin set (#4 rebar w/cap) located at the southeasterly corner of Land Lot 201 (said corner being common to Land Lots 200, 201, 258 & 259), from the **Point of Beginning** thus established, depart said Land Lot corner and proceed in a southwesterly direction, S23°09'21"W for a distance of 190.52 feet to an iron pin found (1/2" crimped top pipe); thence S23°13'21"W for a distance of 319.79 feet to an iron pin found (3/4" crimped top pipe); thence S23°08'08"W for a distance of 130.01 feet to an iron pin found (#5 rebar) located on the northeasterly right-of-way line of Cardell Road (50'r/w); thence in a northwesterly direction along said northeasterly right-of-way line of Cardell Road the following courses and distances: thence 234.38 feet along an arc of a curve to the left, said curve having a radius of 2464.45 feet and being subtended by a chord of N41°25'59"W for a distance of 234.29 feet to a point; thence 222.09 feet along an arc of a curve to the left, said curve having a radius of 4382.08 feet and being subtended by a chord of N45°36'35"W for a distance of 222.07 feet to a point; thence N47°03'41"W for a distance of 106.60 feet to a point; thence 127.17 feet along an arc of a curve to the right, said curve having a radius of 497.93 feet and being subtended by a chord of N39°45'43"W for a distance of 126.82 feet to a point; thence 80.14 feet along an arc of a curve to the right, said curve having a radius of 675.17 feet and being subtended by a chord of N29°01'43"W for a distance of 80.09 feet to a point; thence 80.72 feet along an arc of a curve to the right, said curve having a radius of 675.17 feet and being subtended by a chord of N22°12'12"W for a distance of 80.67 feet to a point; thence N18°46'42"W for a distance of 262.54 feet to an iron pin set (#4 rebar w/cap), thence N71°17'07"E for a distance of 8.15 feet to a r/w monument found; thence N18°40'42"E for a distance of 68.25 feet to a r/w monument found; thence N27°59'56"E for a distance of 19.58 feet to a r/w monument found; thence S57°59'56"W for a distance of 23.15 feet to a point; thence N18°46'42"W for a distance of 15.98 feet to an iron pin set (#4 rebar w/cap) located on the southeasterly right-of-way line of Old Alabama Road (variable r/w); thence in a northeasterly direction along said right-of-way line of Old Alabama Road (variable r/w) the following courses and distances: thence N58°04'33"E for a distance of 110.89 feet to a point; thence 94.66 feet along an arc of a curve to the right, said curve having a radius of 1637.36 feet and being subtended by a chord of N59°43'11"E for a distance of 94.65 feet to a point; thence 118.38 feet along an arc of a curve to the right, said curve having a radius of 1039.64 feet and being subtended by a chord of N64°38'18"E for a distance of 118.32 feet to a point; thence 286.24 feet along an arc of a curve to the right, said curve having a radius of 7609.56 feet and being subtended by a chord of N68°58'41"E for a distance of 286.22 feet to a point; thence N70°03'20"E for a distance of 90.71 feet to an iron pin set (#4 rebar w/cap); thence departing said right-of-way line of Old Alabama Road (variable r/w) and proceed S07°57'22"W for a distance of 288.29 feet to an iron pin found (2" open top pipe); thence S82°03'45"E for a distance of 332.22 feet to an iron pin found (2" open top pipe) on the easterly line of Land Lot 201 (said line being common to Land Lots 200 & 201); thence in a southerly direction along said easterly line of Land Lot 201 (said line being common to Land Lots 200 & 201) the following courses and distances: S02°38'11"W for a distance of 219.16 feet to an iron pin found (#4 rebar); thence S02°26'39"W for a distance of 133.65 feet to an iron pin set (#4 rebar w/cap) located at the southeasterly corner of Land Lot 201 (said corner being common to Land lots 200, 201, 258 & 259) and the **Point of Beginning**.

Said tract or parcel containing ±15.156 acres or ±660,205 square feet.

ATTACHMENT “E”

Legal Descriptions

**Parcel Nos. 18014500010, 18020100040, and 18020100050
Zoned R-20**

TRACT I (18014500010 (easterly portion)):

All that tract or parcel of land lying and being in Land Lots 145 and 201 of the 18th District, 2nd Section, Cobb County, Georgia and being more particularly shown on that plat of survey dated June 19, 2008 for Mary Margaret Manning by John C. Gaskins, RLS No. 2060, and Christopher A. Evans, RLS No. 2784, Gaskins Surveying, and being more particularly described as follows:

Beginning at a right-of-way monument located at the easterly right of way of Maxham Road (Apparent 150' R/W) with the northerly right of way of Old Alabama Road (variable R/W) and the Point of Beginning, run thence North 77 degrees 12 minutes 01 seconds West a distance of 94.29 feet to a point on the easterly right-of-way of Maxham Road; run thence along the easterly right-of-way of Maxham Road North 07 degrees 51 minutes 46 seconds East a distance of 674.57 feet to a point; run thence along the arc of a curve to the Northwest having a radius of 974.00 feet, a chord bearing of North 4 degrees 26 minutes 55 seconds West, and a chord distance of 415.36 feet, for an arc distance of 418.57 feet to a point; run thence North 16 degrees 45 minutes 40 seconds West a distance of 54.48 feet to a point; thence leaving said right-of-way, run North 86 degrees 17 minutes 35 seconds East a distance of 71.73 feet along the centerline of Buttermilk Creek to a point; run thence South 04 degrees 28 minutes 58 seconds East a distance of 472.93 feet to a point; Run thence South 43 degrees 27 minutes 16 seconds East a distance of 546.24 feet to a #4 rebar found on the northerly right-of-way of Old Alabama Road; run thence along said right-of-way along the arc of a curve to the southwest having a radius of 1687.36 feet, a chord bearing of South 60 degrees 26 minutes 50 seconds West, and a chord distance of 141.20 feet, for an arc distance of 141.24 feet to a point; run thence South 58 degrees 02 minutes 58 seconds West a distance of 95.22 feet to a point; run thence along the arc of a curve to the Southwest having a radius of 682.64 feet, a chord bearing of South 55 degrees, 33 minutes, 14 seconds West, and a chord distance of 59.45 feet, for an arc distance of 59.47 feet to a point; run thence South 53 degrees 03 minutes 30 seconds West a distance of 230.22 feet to a R/W monument and the Point of Beginning.

Said tract containing 4.87 acres, more or less.

TRACT II (18014500010 (westerly portion)):

All that tract or parcel of land lying and being in Land lot 201 of the 18th District, 2nd Section, Cobb County, Georgia and being more Particularly shown on that plat of survey dated June 19, 2008 for Mary Margaret Manning by John C. Gaskins, RLS No., 2060, and Christopher A. Evans, RLS No. 2748, Gaskins Surveying, and being more particularly described as follows;

Beginning at the intersection of Land Lots 144, 145, 201 and 202 and the True Point of Beginning, run thence South 89 degrees, 14 minutes 05 seconds East a distance of 22.19 feet along the northern lot line of Land Lot 201 to a point on the westerly right-of-way of Maxham Road (apparent 150' R/W); thence leaving the northern lot line of Land Lot 201, run along the westerly right of way of Maxham Road South 16 degrees 45 minutes 40 seconds East a distance of 27.06 feet to a point; run thence along the arc of a curve to the southeast having a radius of 824.00 feet, a chord bearing of South 04 degrees 26 minutes 55 seconds East, and a chord distance of 351.39 feet, for an arc distance of 354.11 feet to a point; run thence South 07 degrees 51 minutes 46 seconds West a distance of 575.00 feet to a point; thence leaving said right-of-way, run along the Western Land Lot Line of said Land Lot 201 North 01 degrees 17 minutes 47 seconds East a distance of 946.38 feet to a point and the True Point of Beginning.

Said tract containing 0.94 acres, more or less.

TRACT III(18020100040):

All that tract or parcel of land lying and being in Land Lot 201 of the 18th District, 2nd Section, Cobb County, Georgia and being more Particularly shown on that plat of survey dated June 19, 2008 for Mary Margaret Manning by John C. Gaskins, RLS No. 2060, and Christopher A. Evans, RLS No. 2784, Gaskins Surveying, and being more particularly described as follows:

Beginning at a point at the intersection of the easterly right-of-way of Maxham Road (apparent 150' R/W) with the southerly right-of-way of Old Alabama Road (variable R/W) and the True Point of beginning; run Thence North 56 degrees 36 minutes 45 seconds East a distance of 50.91 feet to a point along the southerly right-of-way of Old Alabama Road; continuing along said right-of-way, run thence along the arc of a curve to the northeast having a radius of 802.62 feet, a chord bearing of North 55 degrees 04 minutes 51 seconds East, and a chord distance of 42.90 feet, for an arc distance of 42.91 feet to a point; run thence North 53 degrees 32 minutes 58 seconds East a distance of 31.13 feet to a point; run thence South 40 degrees 35 minutes 42 seconds East a distance of 14.96 feet to a R/W monument; run thence North 52 degrees 55 minutes 51 Seconds East a distance of 124.55 feet to a R/W monument; run thence South 37 degrees 24 minutes 31 seconds East a distance of 18.59 feet to a R/W monument; run thence North 53 degrees 14 minutes 01 seconds East a distance of 59.95 feet to a R/W monument; run thence South 79 degrees 51 minutes 58 seconds East a distance of 73.70 feet to a R/W monument on the Westerly right-of-way of Cardell Road (apparent 50' R/W); run thence along the westerly right-of-way of Cardell Road South 18 degrees 47 minutes 32 seconds East a distance of 246.05 feet to a point; run thence along the arc of a curve to the southeast having a radius of 725.17 feet, a chord bearing of South 20 degrees 24 minutes 06 seconds East and a chord distance of 40.73 feet, for an arc distance of 40.74 feet to a point; run thence along the right-of-way of Old Cardell Road (apparent 50' R/W) South 66 degrees 00 minutes 47 seconds West a distance of 29.93 feet to a point; thence along said right-of-way along the arc of a curve to the northwest having a radius of 79.12 feet, a chord bearing of North 81 degrees 23 minutes 55 seconds West, and a chord distance of 29.66 feet, for an arc distance of 29.84 feet to a point; run thence North 70 degrees 35 minutes 40 seconds West a distance of 140.43 feet to a point; thence North 75 degrees 37 minutes 18 seconds West a distance of 145.42 feet to a point; run thence north 81 degrees 16 minutes 44 seconds West a distance of 111.56 feet to a point; run thence along the easterly right-of-way of Maxham Road along the arc of a curve to the northeast having a radius of 5654.58 feet, a chord bearing of North 4 degrees 53

minutes 04 seconds East, and a chord distance of 36.35 feet, for an arc distance of 36.35 feet to a point and the Point of Beginning.

Said tract containing 1.63 acres, more or less.

TRACT IV (18020100050):

All that tract or parcel of land lying and being in Land Lots 201 and 258 of the 18th District, 2nd Section, Cobb County, Georgia and being more particularly shown on that plat of survey dated June 19, 2008 for Mary Margaret Manning by John C. Gaskins, RLS No. 2060, and Christopher A. Evans, RLS No. 2784, Gaskins Surveying and being more particularly described as follows:

Beginning at a point located at the intersection of the easterly right-of-way of Maxham Road (apparent 150' R/W) with the southerly right-of-way of Old Cardell Road (apparent 50' R/W) and the point of beginning; run thence along the southerly right-of-way of Old Cardell Road South 81 degrees 16 minutes 44 seconds East a distance of 105.35 feet to a Point; run thence South 75 degrees 37 minutes 18 seconds East a distance of 140.76 feet to a point; run thence South 70 degrees 35 minutes 40 seconds East a distance of 22.32 feet to a point; thence leaving said right-of-way run South 46 degrees 55 minutes 08 seconds West a distance of 141.87 feet to a #4 rebar found; run thence North 50 degrees 24 minutes 52 seconds West a distance of 77.09 feet to a #4 rebar found; run thence North 81 degrees 46 minutes 02 seconds West a distance of 105.52 feet to a #4 rebar found on the easterly right of way of Maxham Road; run thence along Maxham Road along the arc of a curve to the northeast having a radius of 5654.58 feet, a chord bearing of North 03 degrees 43 minutes 49 seconds East, and a chord distance of 91.21 feet, for an arc distance of 91.21 feet to a point and the Point of Beginning.

Said tract containing 0.51 acres, more or less.



Printed: 4/9/2026

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
 Phone: 770-528-8600
 Fax: 770-528-8679

Payer:
 David Pearson

PEARSON DAVID

Payment Date: 10/13/2025

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2025	18020100030	10/15/2025	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$6,594.62	\$0.00	



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 mobile phone to view this
 bill!!!

ATTACHMENT "F"



Printed: 4/9/2026

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
 Phone: 770-528-8600
 Fax: 770-528-8679

Payer:
 David Pearson

PEARSON DAVID

Payment Date: 10/13/2025

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2025	18025800020	10/15/2025	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$4,442.61	\$0.00	



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ATTACHMENT "F"



CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
 Phone: 770-528-8600
 Fax: 770-528-8679

Printed: 4/9/2026

Cobb County Online Tax Receipt

Thank you for your payment!

Payer:
MARY MANNING

MMM TRUST

Payment Date: 10/13/2025

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2025	18014500010	10/15/2025	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$1,947.97	\$0.00	



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CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
 Phone: 770-528-8600
 Fax: 770-528-8679

Printed: 4/9/2026

Cobb County Online Tax Receipt

Thank you for your payment!

Payer:
MARY MANNING

MMM TRUST**Payment Date: 10/13/2025**

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2025	18020100040	10/15/2025	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$1,648.71	\$0.00	



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ATTACHMENT "F"



CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Printed: 4/9/2026

Cobb County Online Tax Receipt

Thank you for your payment!

Payer:
MARY MANNING

MMM TRUST

Payment Date: 10/13/2025

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2025	18020100050	10/15/2025	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$819.78	\$0.00	



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mobile phone to view this
bill!!

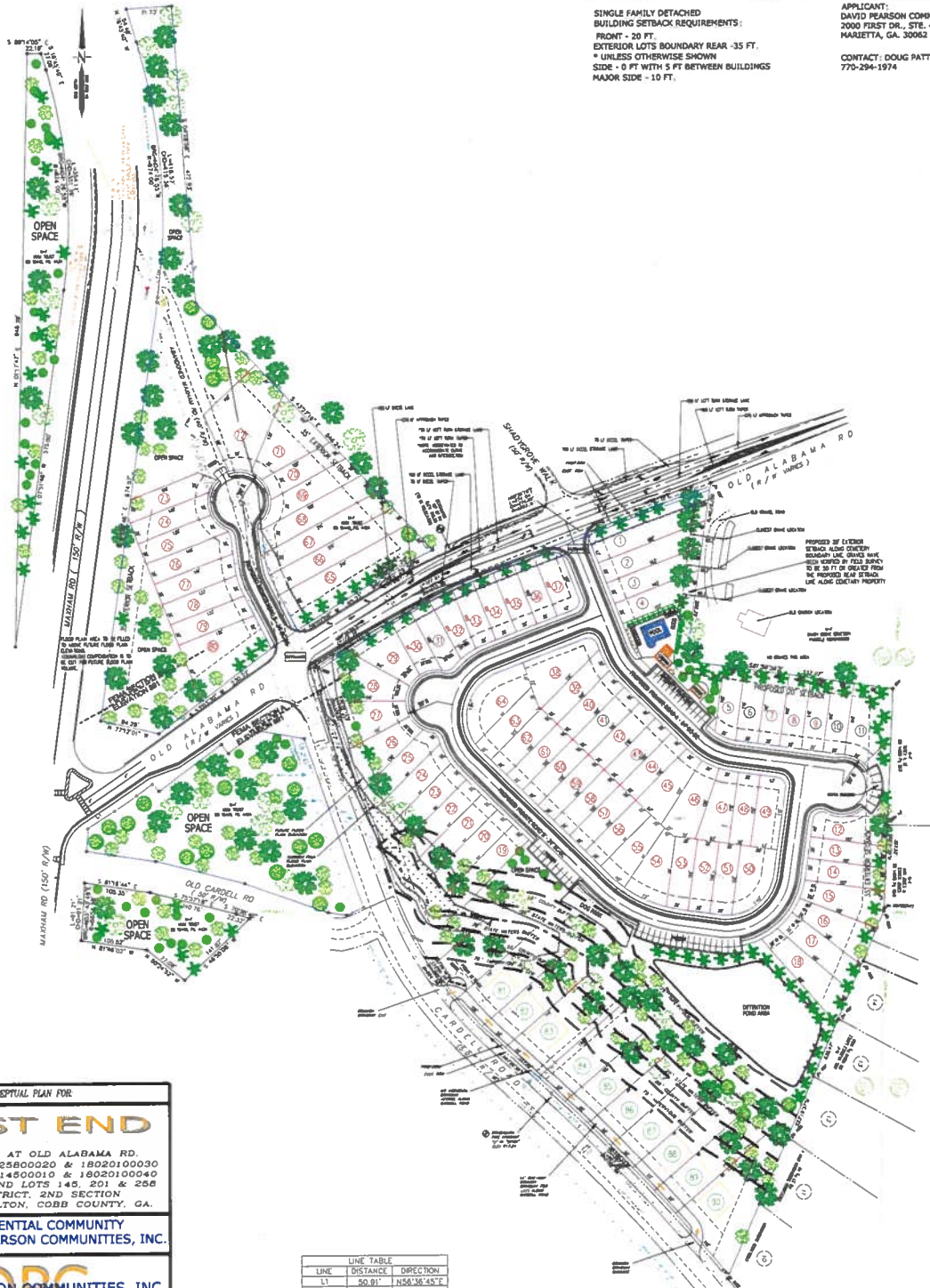
TOTAL PROPOSED RESIDENTIAL UNITS - 90
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
TOTAL TRACT ACREAGE - 23.119 ACS
CURRENT ZONING: R-20 OSC
PROPOSED ZONING: RA-5 (PROPOSED DETACHED)
OVERALL SITE DENSITY - 3.89 UNITS PER ACRE
EXTRA PARKING SUPPLIED -46 SPACES



LOCATION MAP - NTS

SINGLE FAMILY DETACHED
BUILDING SETBACK REQUIREMENTS:
FRONT - 20 FT.
EXTERIOR LOTS BOUNDARY REAR -35 FT.
* UNLESS OTHERWISE SHOWN
SIDE - 0 FT WITH 5 FT BETWEEN BUILDINGS
MAJOR SIDE - 10 FT.

APPLICANT:
DAVID PEARSON COMMUNITIES, INC.
2000 FIRST DR., STE. 400
MARIETTA, GA. 30062
CONTACT: DOUG PATTEN, dpatten@dpcomm.com
770-294-1974



CONCEPTUAL PLAN FOR

WEST END

CARDELL RD. AT OLD ALABAMA RD.
PARCEL ID: 18025800020 & 18020100030
PARCEL ID: 18014500010 & 18020100040
LOCATED IN LAND LOTS 145, 201 & 258
18TH DISTRICT, 2ND SECTION
CITY OF MABLETON, COBB COUNTY, GA.

A RESIDENTIAL COMMUNITY
BY DAVID PEARSON COMMUNITIES, INC.

DAVID PEARSON COMMUNITIES, INC.

2000 FIRST DRIVE, STE 400, MARIETTA GA 30062, PHONE: 770-321-5032

DRAWN BY:	DP	DATE:	J-23-26
CHECKED BY:	DP	DRAWING NO:	CONCEPT
JOB NO:	CARDELL	SHEET:	1
NO.	DATE	REVISION DESCRIPTION	BY
1	3-23-26	REVISED PLAN ADDED ALL PROPERTY	D
2			
3			
4			

DESIGN
CONSULTANT



LINE	DISTANCE	DIRECTION
L1	50.81'	N26°36'45"E
L2	31.13'	N82°32'26"E
L3	15.88'	S45°25'52"E
L4	124.55'	N52°52'51"E
L5	18.59'	S37°24'31"E
L6	59.98'	N53°14'01"E
L7	73.27'	S78°31'50"E
L8	246.05'	S18°47'32"E
L9	29.83'	S48°00'47"W
L10	78.88'	N81°23'35"W
L11	140.43'	N70°05'40"W
L12	145.42'	N75°37'18"W
L13	111.56'	N81°18'44"W

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C # 1	5654.081'	36.36'	18.18'	36.36'	N04°33'04"E

ATTACHMENT "G"

GRAPHIC SCALE



A LIMITED LIABILITY PARTNERSHIP
WWW.MIJS.COM

MOORE INGRAM JOHNSON & STEELE

Mr. Christopher Wheeler
Planning and Zoning Manager
City of Mableton
Page 2 of 5
April 10, 2026

Maxham Road, along a portion of the westerly side of Maxham Road, the intersection of the easterly and westerly sides of Cardell Road with Old Alabama Road, and along the northerly and southerly sides of Old Cardell Road, Land Lots 145, 201, and 258, 18th District, 2nd Section, City of Mableton, Cobb County, Georgia (hereinafter the “Property” or “Subject Property”). The agreeable stipulations and conditions, which, if the Application for Rezoning is approved, as submitted, shall become a part of the grant of the requested rezoning and shall be binding upon the Subject Property are as follows:

- (1) The stipulations and conditions set forth herein shall replace and supersede in full any and all prior stipulations and conditions, in whatsoever form, which are currently in place on the Subject Property; together with any and all prior Departmental Comments and Staff Recommendations submitted by Planning, Fire, Water, Sewer, and Drainage, relating to the Subject Property from any previous zoning actions.
- (2) Applicant seeks rezoning of the Subject Property from the existing zoning categories of R-20 and R-20/Open Space Community (“R-20/OSC”) to the proposed zoning category of RA-5, with reference to the Site Plan dated and last revised March 26, 2026, and submitted with the Application for Rezoning. A reduced copy of the Site Plan is attached as Exhibit “A” and incorporated herein by reference.
- (3) The Subject Property consists of a total of approximately 23.119 acres of total site area and shall contain a maximum of ninety (90) single-family, detached residential homes.
- (4) The proposed residences shall have exterior façades consisting of brick, stone, stacked stone, board and batten, hardi-plank, or combinations thereof, with complementary accents.
- (5) The proposed residences shall have a minimum of 1,700 square feet.
- (6) Applicant agrees to the creation of a mandatory homeowners association consistent with similar upscale communities in the area. The mandatory homeowners association shall be responsible for the upkeep and maintenance of all landscaping and maintenance of common areas, entrance area, mail kiosk, and the like contained within the proposed residential community.

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Mr. Christopher Wheeler
Planning and Zoning Manager
City of Mableton
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- (7) Additionally, and in conjunction with the creation of the mandatory homeowners association, Applicant agrees to the recording and enforcement of a Declaration of Covenants, Easements, and Restrictions which will contain covenants, rules, and regulations applicable to the proposed development. The mandatory association shall be responsible for the enforcement of the Covenants, Easements, and Restrictions.
- (8) The entrance signage for the proposed community shall be ground based, monument-style signage, and shall consist of brick, stone, stacked stone, stucco, or combinations thereof, with accents, complementary to materials used in the construction of the homes within the community. The entrance landscaping shall be professionally designed and implemented. Maintenance of the entrance area shall be by the mandatory homeowners association as set forth in the Declaration of Covenants, Easements, and Restrictions.
- (9) The setbacks for the proposed residential community shall be as shown on the Site Plan.
- (10) All setbacks, landscape, and buffer areas may be penetrated for purposes of access, utilities, and stormwater management, including, but not limited to, drainage facilities and any and all slopes or other required engineering features of the foregoing. Any disturbed areas must be replanted with like vegetation.
- (11) All designated stormwater management areas shall be fenced with the perimeter landscaped for purposes of visual screening from public right-of-way and adjacent residential properties.
- (12) The mail kiosk shall be constructed and styled to be of a high-quality appearance, including a roof, with materials compatible with those used for the exterior of the residences within the proposed community.
- (13) The proposed community shall have private streets.
- (14) Applicant agrees the Declaration of Covenants, Easements, and Restrictions shall include a provision the community streets will remain private, in perpetuity.
- (15) Applicant agrees to establish and fund a separate account for the benefit of the future homeowners association for purposes of future private street maintenance. Prior to approval of the initial final plat, Applicant agrees to perform a third-party

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street maintenance reserve study, subject to review and approval by the Cobb County Department of Transportation, and Applicant shall fund the private street maintenance reserve fund with the prescribed amount as determined in the reserve study.

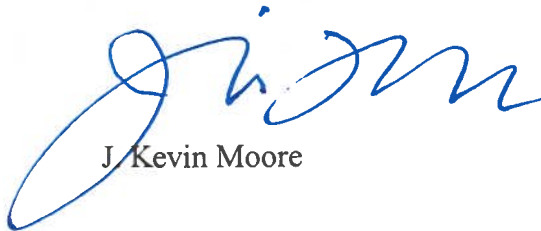
- (16) Applicant agrees the construction of the private streets shall be to public street standards with respect to the profile of the pavement sections.
- (17) Applicant shall be permitted to install mountable curb, rather than high-back curb, to provide better aesthetics and less transitions.

We believe the requested zoning, pursuant to the Site Plan and the stipulations set forth herein, is an appropriate use of the Subject Property while taking into consideration the existing conditions and viable uses of the Property, together with the area neighborhoods. The proposed community shall be a quality development, shall be compatible with surrounding communities, and shall be an enhancement to the Subject Property. Thank you for your consideration in this request.

With kindest regards, I remain

Very truly yours,

MOORE, INGRAM, JOHNSON & STEELE, LLP



J. Kevin Moore

JKM:cc
Attachment

MOORE INGRAM JOHNSON & STEELE

Mr. Christopher Wheeler
Planning and Zoning Manager
City of Mableton
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April 10, 2026

c: Mayor and City Council Members
City of Mableton
(With Copy of Attachment)

Planning and Zoning Commission Members
City of Mableton
(With Copy of Attachment)

Michael Hughes
Tina Garver
City of Mableton Community Development
(With Copy of Attachment)

David Pearson Communities, Inc.
(With Copy of Attachment)

TOTAL PROPOSED RESIDENTIAL UNITS - 90
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
TOTAL TRACT ACREAGE - 23.119 ACS
CURRENT ZONING: R-20 OSC
PROPOSED ZONING: RA-5 (PROPOSED DETACHED)
OVERALL SITE DENSITY - 3.89 UNITS PER ACRE
EXTRA PARKING SUPPLIED -46 SPACES



SINGLE FAMILY DETACHED
BUILDING SETBACK REQUIREMENTS:
FRONT - 20 FT.
EXTENSION LOT'S BOUNDARY REAR - 35 FT.
* UNLESS OTHERWISE SHOWN
SIDE - 0 FT WITH 5 FT BETWEEN BUILDINGS
MAJOR SIDE - 10 FT.

APPLICANT:
DAVID PEARSON COMMUNITIES, INC.
2000 FIRST DR., STE. 400
MARIETTA, GA. 30062
CONTACT: DOUG PATTEN, DP@DPCOMM
770-294-1974



CONCEPTUAL PLAN FOR
WEST END
CARDELL RD. AT OLD ALABAMA RD.
PARCEL ID: 18025000020 & 18020100030
PARCEL ID: 18014500010 & 18020100040
LOCATED IN LAND LOTS 145, 201 & 286
18TH DISTRICT, 2ND SECTION
CITY OF MABLETON, COBB COUNTY, GA.

A RESIDENTIAL COMMUNITY
BY DAVID PEARSON COMMUNITIES, INC.

DPC
DAVID PEARSON COMMUNITIES, INC.
2000 FIRST DRIVE, STE 400, MARIETTA GA. 30062, PHONE: 770-321-6032

DRAWN BY:	DP	DATE:	3-23-26
CHECKED BY:	DP	DRAWING NO:	CONCEPT
JOB NO:	CARDELL	SHEET:	1
NO.	DATE	REVISION DESCRIPTION	BY
1	3-23-26	REVISED PLAN ADDED ALL PROPERTY	D
2			
3			
4			

DESIGN
CONSULTANT



LINE	DISTANCE	DIRECTION
L1	50.81'	N56°38'45"E
L2	31.13'	N43°32'26"E
L3	15.80'	S40°25'55"E
L4	124.50'	N52°55'51"E
L5	18.59'	S37°24'31"E
L6	50.86'	N53°14'01"E
L7	73.70'	S79°31'36"E
L8	248.03'	S18°47'32"E
L9	29.93'	S68°00'47"W
L10	28.80'	N81°02'55"W
L11	140.43'	N70°35'40"W
L12	145.47'	N78°37'18"W
L13	111.58'	N81°18'44"W

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C # 1	5654.887	38.38'	18.18'	38.38'	N04°53'04"E

EXHIBIT "A"



ATTACHMENT “J”

APPLICATION FOR REZONING

City of Mableton, Georgia

Application No.: _____
Hearing Dates: _____

Applicant: David Pearson Communities, Inc.
Titleholders: David Pearson;
Mary Margaret Manning, Trustee of the
MMM Trust, dated December 27, 2013

Tax Parcel Nos.: 18020100030; 18025800020
18014500010; 18020100040; 18020100050

Zoning Analysis of impact of the proposed rezoning with respect to the following:

- (a) This Application for Rezoning seeks rezoning of approximately 23.119 acres located at the intersection of the northerly and southerly sides of Old Alabama Road with the easterly side of Maxham Road, along a portion of the westerly side of Maxham Road, the intersection of the easterly and westerly sides of Cardell Road with Old Alabama Road, and along the northerly and southerly sides of Old Cardell Road, Land Lots 145, 201, and 258, 18th District, 2nd Section, City of Mableton, Cobb County, Georgia (hereinafter the “Property” or “Subject Property”). The Property is currently zoned R-20 and R-20 Open Space Community (“R-20/OSC”). Applicant proposes rezoning to the RA-5 zoning category to allow for development of a single-family detached residential community, as more particularly shown and reflected on the Site Plan submitted with the Application for Rezoning. The requested category of RA-5 will permit a use for the Property that is more suitable in view of its location and development of properties in close proximity and will allow the Property to be utilized to its highest and most reasonable potential. As shown on the City’s Zoning Map, properties immediately adjacent to and in the surrounding vicinity of the Subject Property are zoned for single-family residential purposes. The location and topography of the Subject Property make it uniquely suited for the proposed development; as well as, its location to a major intersection at Old Alabama Road and Maxham Road. The proposed RA-5 zoning classification and development for a detached, single-family residential community would be compatible with surrounding properties and the area as a whole.
- (b) The proposed zoning to the RA-5 zoning classification should have no adverse effect on the existing use or usability of adjacent or nearby properties. The proposed development should have a minimal, if any, impact on surrounding properties, as surrounding

properties would be similarly situated with the proposed development. If approved and developed according to the request, the adjacent and nearby property owners would benefit in higher land values.

- (c) The Property, as zoned, does not have a reasonable economic use given its location at the intersection of major roads. The proposed RA-5 classification would allow the Property to be developed and utilized to its highest and best potential.
- (d) This zoning proposal will not cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. Development, as proposed, would have minimal effect on utilities and transportation facilities. The Property has convenient access to the interstate highway and major thoroughfares within the City. Utility upgrades within the area allow for better service to customers, both residential and commercial, within the area. Roadway improvements in and around the Subject Property are ongoing and will ease access and traffic concerns related to the proposed development.
- (e) The zoning proposal is not in conformity with the Future Land Use Plan of City of Mableton; however, changing conditions warrant a revision to the Future Land Use Plan and approval of the Application.
- (f) This zoning proposal is consistent with the current conditions affecting the development of this Property. Improvements to the area roadways and major thoroughfares and interstates have been made in recent years to ease traffic flow in order to accommodate development in and around the Subject Property. The Property is challenging in the fact that past roadway improvements in the area have left remnant parcels, which will be dedicated as open space as part of the proposed community. Additionally, a stream traverses the southwesterly portion of the largest tract, together with the location of underground utilities and possible areas of rock make the Subject Property extremely challenging and economically unfeasible for development as it is currently zoned.

ATTACHMENT TO APPLICATION FOR REZONING

Application No.: _____
Hearing Dates: _____

BEFORE THE MAYOR AND CITY COUNCIL FOR THE CITY OF MABLETON, GEORGIA, AND THE PLANNING AND ZONING COMMISSION FOR THE CITY OF MABLETON, GEORGIA

CONSTITUTIONAL CHALLENGE ATTACHMENT TO APPLICATION FOR REZONING

COME NOW, Applicant, DAVID PEARSON COMMUNITIES, INC. (hereinafter referred to as "Applicant"), and the Property Owners, DAVID PEARSON and MARY MARGARET MANNING, TRUSTEE OF THE MMM TRUST, DATED DECEMBER 27, 2013, (hereinafter collectively referred to as "Owners" or "Property Owners"), and assert the following:

1.

By Application for Rezoning submitted to the City of Mableton Zoning Division, Applicant and Property Owners applied for rezoning of certain real property, being 23.119 acres, more or less, lying and being in the City of Mableton, Cobb County, Georgia, a more particular description and delineation of the subject property being set forth in said Application (hereinafter referred to as the "Property" or the "Subject Property").

2.

The Application for Rezoning of the Property seeks rezoning from the existing zoning categories of R-20 and R-20/Open Space Community ("R-20/OSC") to the proposed zoning category of RA-5, as established by the governing authority of the City of Mableton, Cobb County, Georgia, under and pursuant to subparagraphs 23 and 41 of § 1.13 of Georgia House Bill 839; O.C.G.A. § 36-66, *et seq.*; and Art. IX of the Georgia Constitution and the

amendments thereto, being hereinafter referred to as “The Mableton Zoning Code” (hereinafter sometimes referred to as “Ordinance.”)

3.

With respect to the existing R-20 and R-20/OSC zoning categories, The Mableton Zoning Code is unconstitutional as applied to the Subject Property in that said Ordinance deprives Applicant and Property Owners of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. The R-20 and R-20/OSC zoning categories, as they presently exist, together with any intervening zoning categories between the existing R-20 and R-20/OSC categories and the requested RA-5 category, violates the Applicant’s and Property Owners’ rights to unfettered use of their Property in that said zoning classifications do not bear a substantial relation to the public health, safety, morality, or general welfare and are therefore confiscatory and void. Further, said Ordinance is unconstitutional in that it is arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss on the Applicant and Property Owners.

4.

To the extent The Mableton Zoning Code allows or permits the Mayor and City Council to rezone the Subject Property to any category other than as requested, said Ordinance is further unconstitutional in that same violates the Applicant’s and Property Owners’ constitutionally guaranteed rights to due process, both substantive and procedural. Furthermore, any such action by the Mayor and City Council, or as allowed by The Mableton

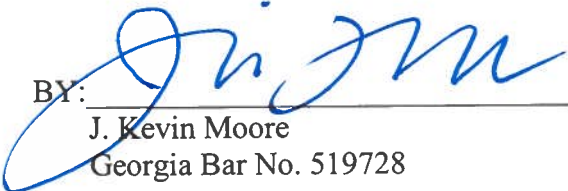
Zoning Code, is an unconstitutional use of the zoning power and would constitute an abuse of discretion with no justification or benefit flowing to the public welfare. Accordingly, said Ordinance or action would likewise represent a taking of private property rights without the payment of just and adequate compensation in violation of the Constitutions of the State of Georgia and the United States of America.

5.

The Mableton Zoning Code is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with the Application for Zoning also violate Art. I, § I, ¶¶ I, II, and XII of the Georgia Constitution of 1983 in that said procedures impose unreasonable time restraints, contain the absence of rebuttal, contain the inability to confront witnesses, contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issue at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law. These procedures fail to comport with the due process requirements of the Constitution of the State of Georgia 1983 and the due process requirements of the Constitution of the United States of America.

Respectfully submitted, this 10th day of April, 2026.

MOORE INGRAM JOHNSON & STEELE, LLP

BY: 

J. Kevin Moore

Georgia Bar No. 519728

Attorneys for Applicant and Property Owners

MOORE INGRAM
JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631



PLANNING COMMISSION STAFF REPORT – REZONING APPLICATION
Public Hearing Date: July 2, 2026

Case Number: REZ2026-004

Current Zoning: R-20/OSC (Single Family Residential / Open Space Conservation Overlay)

Proposed Request: RA-5 Single Family Subdivision Community

Staff Recommendation: Denial

APPLICANT & PROPERTY INFORMATION

Name: David Pearson Communities, Inc.

Property Address: Old Alabama Road and Cardell Rd

City/State: Mableton, Georgia 30126

Acreage: 23.119

District: 5 - Councilman Ferguson and 1 - Councilman Davis

Parcel Identification(s): 18020100030, 18025800020, 18020100040, 18014500010

Future Land Use: Low Density Residential



PURPOSE OF REQUEST

The applicant, David Pearson Communities Inc, is requesting a rezoning of 23.119 acres from the R-20/OSC (Single-Family Residential / Open Space Community) District to the RA-5 (Single-Family Residential District 7,000-square-foot lot size) District. The proposed residential development will consist of a maximum of ninety (90) single-family detached homes, yielding an overall project density of 3.89 per acre. Each proposed home will feature a minimum of 1,800 square feet of heated floor area, and the architectural elevations will be composed of brick, stone, stacked stone, board-and-batten, Hardi-plank siding, or a combination of these traditional materials. Additionally, a mandatory homeowners association (HOA) will be established to oversee the neighborhood, holding sole responsibility for the maintenance of common areas and the strict enforcement of all protective covenants, easements, and design restrictions. The subject property has an active zoning history: the original zoning petition, 2005 OSC-17 was approved by Cobb County with a site plan that featured a substantially lower density which permitted only 26 single-family detached lots across 15 acres. The Cobb County Board of Commissioners approved an Other Business application (OB-42) in 2022 to amend the previously authorized R-20/OSC site plan for residential development.

On the Future Land Use Map, the property is designated as Low Density Residential (LDR). The LDR category primarily provides traditional low-density housing ranging between 1.0 and 2.5 dwelling units per acre, though non-supportive senior living housing may occasionally reach up to 5.0 dwelling units per acre under specific circumstances. Standard residential proposals are heavily evaluated based on tract size, building height, product mix, and topographic conditions to ensure strict compatibility with existing neighborhoods. Current planning policies encourage development at the lower end of the density spectrum in areas that are already established at those lower thresholds, requiring new residential footprints to blend seamlessly into the prevailing neighborhood character. The current density in the immediate, surrounding area ranges from 2.0 to 3.0 units per acre.

The RA-5 district is established to provide locations for the development of affordable single-family detached or attached residential dwelling units. There shall be a maximum of five units per acre; however, the overall density of a development may be reduced due to topography, drainage, deforestation, or sediment and erosion concerns. Under the RA-5 zoning district, dwelling units are allowed a minimum house size of 950 square feet, and the minimum lot size for an individual lot shall be 7,000 square feet. The proposed development has a minimum lot size of 3,500 square feet to 9,650 square feet. The average lot size is approximately 5,000 square feet. The proposed development does not meet the minimum individual lot size requirements.



ZONING MAP





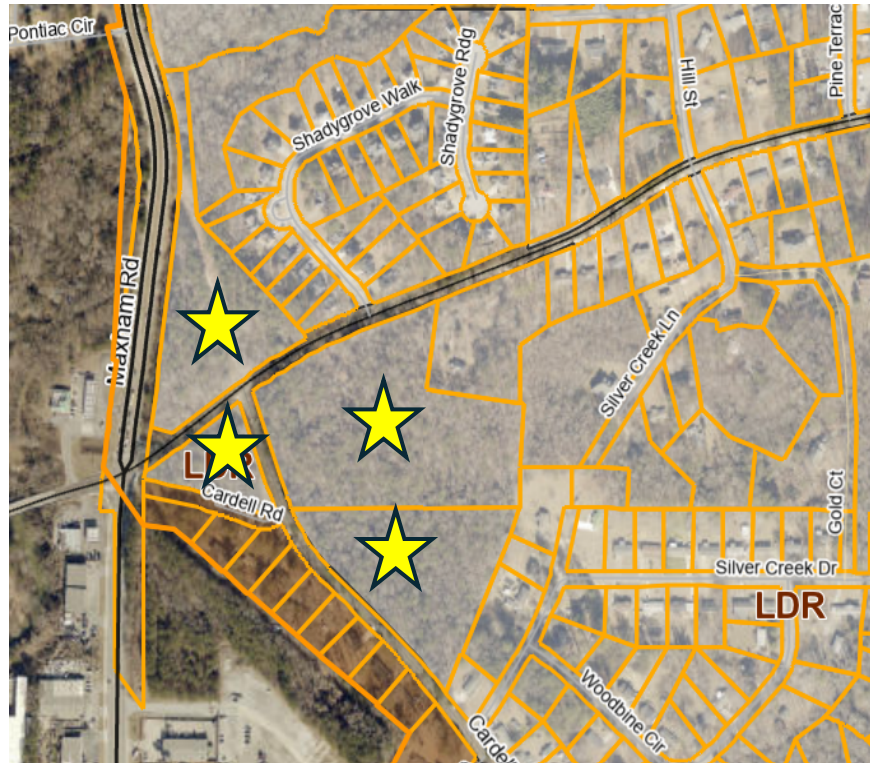
City of Mableton
Community Development | Planning and Zoning Division
6116 Mableton Parkway, Suite 144
Mableton, GA 30126
(404) 854-4904
www.mableton.gov

AERIAL MAP



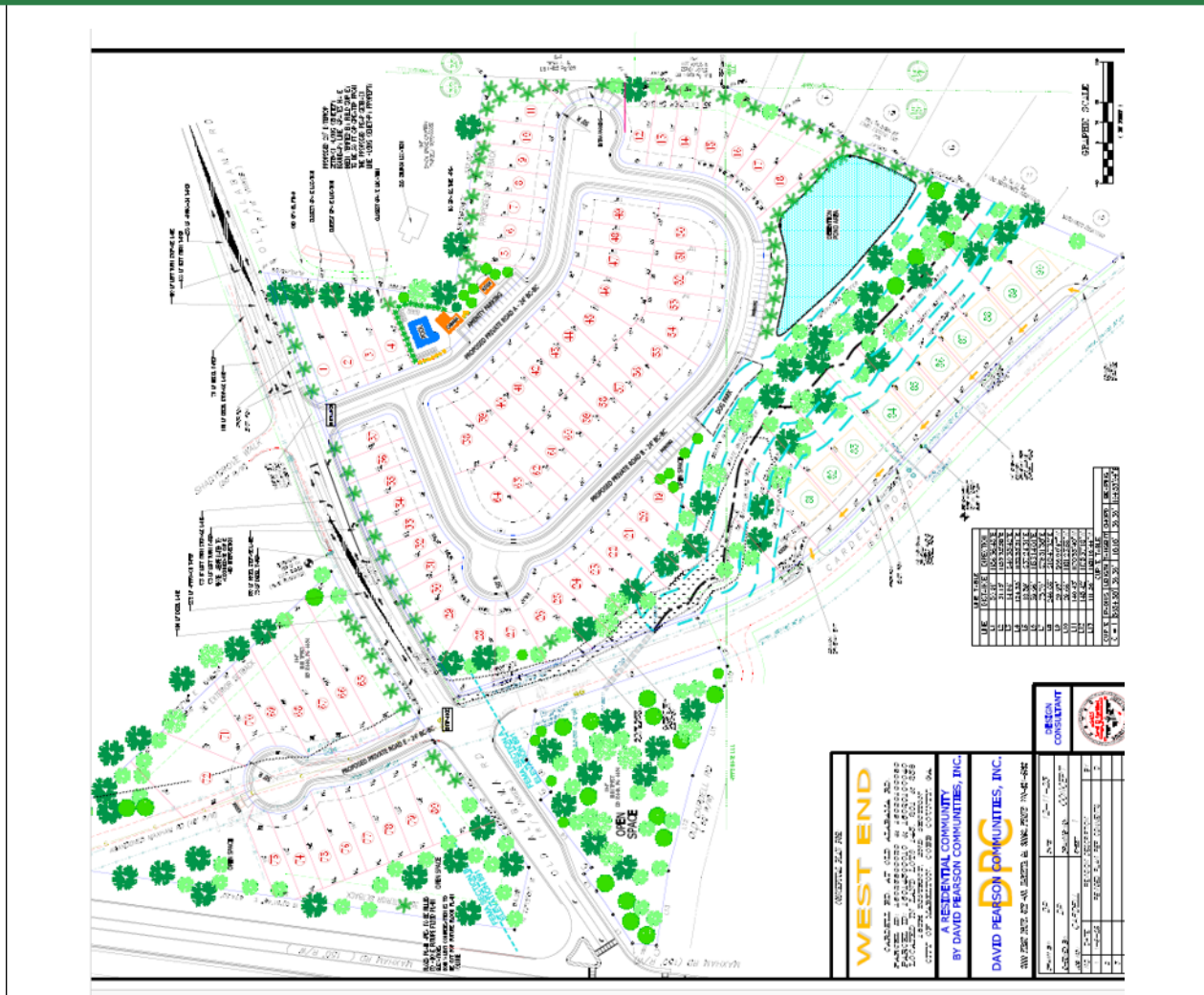


FUTURE LAND USE MAP





PROPOSED SITE PLAN





City of Mableton
Community Development | Planning and Zoning Division
6116 Mableton Parkway, Suite 144
Mableton, GA 30126
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PROPOSED ELEVATIONS





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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 proposed rezoning would permit single-family detached residential development, which is consistent with the general land use pattern of the surrounding area. However, while the use type itself is compatible, the proposed density of approximately 3.89 dwelling units per acre is significantly higher than the surrounding development pattern of approximately 2 dwelling units per acre.

The Low Density Residential future land use category emphasizes compatibility with adjacent residential uses and encourages development at the lower end of the density range in areas that are currently developed at similar densities. Given the existing low-density character of the surrounding neighborhoods, the proposed density represents a notable intensification that may not be fully compatible with nearby development. Additionally, the existing residential developments in the immediate vicinity have a wider footprint.

ADJACENT ZONING AND CURRENT LAND USE			
Direction	Address	Current Zoning	Existing Land Use
North	2164/2160/2156/2152/2148/2163/2159 Shady Grove Walk	R-20 (Single Family Residential) District	Single Family Development (Shady Grove Subdivision)
South	2195/2185/2175/2165/2155/2145/2135 Cardell Rd	R-20 (Single Family Residential) District	Single Family Development (Sweetwater Estates Subdivision)
East	6166/2091/2083/2071/2059/2047/2035 Old Alabama Rd	R-20 (Single Family Residential) District	Single Family Development (Suburbia Estate Subdivision)
West	141 Maxham Rd	General Commercial	Undeveloped Land/Convenience Store with pump



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 proposed rezoning could adversely affect adjacent and nearby properties due to the increase in residential density. Potential impacts include increased traffic, changes in neighborhood character, and increased demand on shared infrastructure relative to the existing development pattern.

Although the homes would be single-family detached and include a minimum heated floor area of 1,800 square feet that may reduce the transition between the proposed development and adjacent larger-lot neighborhoods. Without significant buffering, transitional design elements, or reduced density, the proposal may negatively affect the usability and perceived character of nearby properties.

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 subject property has reasonable economic use under its current R-20/OSC zoning. The existing zoning allows for low-density residential development consistent with the surrounding area and the Low Density Residential future land use designation.

The rezoning request does not appear to be necessary to achieve reasonable economic use of the property, but rather to increase development intensity beyond what is currently permitted and beyond what is typical of the surrounding area. The proposed development is not consistent with the future land use development.

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.

The proposed development of 90 dwelling units would result in an increased demand on existing streets, transportation facilities, utilities, and schools than would develop under the current zoning classification. Staff have additional concerns related to the proposed driveways along Cardell Road that have the potential for traffic implications. The increase from approximately 2 units per acre to 3.89 units per acre represents a substantial increase in residential intensity.



Given the Low-Density Residential designation and the existing development pattern, the proposal raises concerns regarding whether existing infrastructure is designed to accommodate the increased density without creating excessive or burdensome impacts. These concerns would need to be evaluated through detailed traffic, utility, and school capacity analyses.

5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan.

The Low Density Residential future land use designation provides for residential densities between one (1) and two and one-half (2.5) dwelling units per acre, with limited circumstances where densities may approach five (5) dwelling units per acre, primarily for non-supportive senior living housing and where specific conditions support compatibility.

The proposed development, consisting of conventional single-family detached housing at approximately 3.89 dwelling units per acre, exceeds the typical density range for Low Density Residential areas and is not identified as a non-supportive senior living development. Additionally, the Comprehensive Plan explicitly encourages development at the low end of the density range in areas that are currently developed at similar densities and emphasizes protection of existing neighborhood character.

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.

While broader trends such as population growth and housing demand may support additional residential development, these conditions do not override the Comprehensive Plan's emphasis on maintaining low-density development patterns in established residential areas.

The existing development pattern of larger lots and lower densities surrounding the subject property supports continued development under the current zoning classification. There are no unique site conditions, such as topography or adjacency to higher-density development, that would clearly justify the proposed increase in density.



DEPARTMENT COMMENTS

REZ-2026-004 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): 12" on Old Alabama Rd and Cardell Rd

Additional water comments: The Cobb County Marietta Water Authority (CCMWA) has a water transmission main running through parcel 18014500010

Sewer comments:

In the drainage basin: ☒ YES ☐ NO

At development: ☐ YES ☒ NO

Approximate distance to nearest sewer: 130' west of the development on the west side of Maxham Rd

Estimated waste generation (in G.P.D.): Average daily flow = 18,900

Peak flow = 47,250

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

*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.



Line capacity study required: ☐ YES ☐ NO

Letter of allocation issued: ☐

YES ☒ NO Septic tank recommended by this
department: ☐ YES ☒ NO Subject to Health

Department approval: ☐

YES ☒ NO

Additional sewer comments: Code requires a gravity sewer system be provided to all lots.

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.



REZ-2026-004 DEPARTMENT COMMENTS – Fire Department

06/17/26

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.

FIRE DEPARTMENT ACCESS:

All access roads shall meet the American Association of State and Highway Transportation Officials (AASHTO) design manual live load standard HS20 (75,000 lbs.) with an unobstructed width of not less than 20 feet, 35 foot inside radius, 50 foot outside turning radius and unobstructed vertical clearance of not less than 13 feet 6 inches. (Cobb County Development Standards 402.11)

Maximum slope of the access road in reference to the apparatus is 10% Front to Back and 5% Side to Side. Maximum grade of roadways leading to Fire Access roads refer to the Cobb County Development Standard Section 400. Maximum angle of departure is 8.5%.

Dead-end access roads more than 150 feet shall be provided with a compliant turn-around (IFC Chapter-5, 120-3-3 Rules and Regulations, CCDS Section-401 & 402). Refer to APPENDIX-D for dimensional criteria for turn-arounds in commercial developments.

Single-Family cul-de-sac 38-foot outside radius.



GUEST PARKING:

Occupant parking shall be installed as required by zoning and additional guest parking shall be required as follows:

- Where driveways to two car garages exceed 50 feet in length, no additional guest parking is required.
- Where driveways to two car garages are at least 22 feet long and 20 feet wide, additional parking shall be required at .5 spaces per dwelling unit.
- Where driveways to two car garages are less than 22 feet long and 20 feet wide, additional parking shall be required at 1 space per dwelling unit.
- Where only single car garages are provided, additional parking shall be required at 2 spaces per dwelling unit.
- Guest parking spaces must be evenly distributed throughout the project. (Cobb County Development Standards 401.8.2)

FIRE HYDRANT:

The maximum distance of a hydrant to any home shall be 500 feet. A 500-foot radius around the hydrant is not an acceptable measurement for distance. (Cobb County Development Standards 410.5.2) (Cobb County Development Standards 410.5.2)

Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet for a 40-foot length centered on the fire hydrant, exclusive of shoulders (see Figure D103.1 in Appendix D).

Jeff Byrd

(678) 229-7059

Jeffrey.Byrd@cobbcounty.gov



REZ-2026-004 DEPARTMENT COMMENTS – Cobb County Stormwater

Site Data

1. Address: Parcel ID (PIN): **18014500010, 18020100030, 18025800020 and 18020100040**
2. Districts: 1 & 5
3. Existing Zoning: R-20 & R-20/OSC Existing Allowable Impervious Coverage: 35%
4. Proposed Zoning: RA-5 Allowable Future Impervious Coverage: 45%
5. Future Land Use: LDR

Existing Conditions

Floodplain Information

1. Flood Damage Prevention Designated Flood Hazard: YES

The limits of the floodplain are not clearly visible on the provided site plan. See: FEMA FIRM Map Panel No. 13067 C 0211H 2013

Stormwater Information

1. Drainage Basin: Buttermilk Creek.
2. State Stream Buffers: Yes; Georgia DNR Variance may be required to disturb within 25-foot streambank buffers. All stream buffers are to be located by the State's guidelines.
3. County Stream Buffer Ordinance: Yes. The County's Undisturbed Stream Buffer is 50' each side of the stream; with an additional 25' impervious setback from the undisturbed buffer line. All stream buffers are to be located by the State's guidelines.
4. Impaired Stream: Yes.
5. Water Quality Hotspot: No.
6. Wetlands: No.
7. Water Intake Zone: No.



8. Chattahoochee River Corridor: No.

9. Existing Onsite Ponds / Lake: No.

Topography Information

1. General site Description: The approximate 21.672ac parcel is predominantly wooded with minimal existing development, and slopes generally southwest into the floodplain of Buttermilk Creek, near its confluence with Sweetwater Creek.
2. Downstream Description: Stormwater discharging from the site enters an un-named tributary which crosses Cardell Road and Old Alabama Road to flow into Sweetwater Creek.
3. Potential or known drainage problems may exist downstream from this site.

Project Design Comments and Recommendations

The following comments and recommendations are typically required at the time of plan review and permitting.

Proposed Project Onsite Design Requirements

1. At the time of plan review provide a comprehensive Hydrology Study and Design for the Stormwater Management Design will be required. The design and study shall be in accordance with the Georgia Stormwater Management Manual and the current Cobb County Codes. The design and study shall include but not limited to stormwater detention, runoff reduction and/or water quality, channel protection, and downstream flood prevention.
2. Project Engineer must evaluate the impact of increased volume of runoff generated by the proposed project on existing downstream drainage system(s). This includes hydrologic and hydraulic analysis of downstream pipe system(s).
3. At the time of plan review calculate and provide the percentage of impervious coverage for the project site on the plans.



-
4. Impervious calculations for residential subdivision design shall be based the maximum allowable percentage per lot based on the zoning category plus all additional impervious areas including but not limited to roads, sidewalks, and amenity areas.
 5. Recommend a pre-design concept meeting with Cobb County Stormwater Management Division. At the time of the Concept Meeting a proposed concept stormwater management plan shall be presented.
 6. The proposed onsite storm drain system and stormwater management facility is considered private. All annual inspections, maintenance and repairs are the responsibility of the property owner. A stormwater facility “Maintenance Agreement and Access Easement” will be required at the time of the land disturbance permit with the Cobb County Stormwater Management Division.
 7. The proposed stormwater management facility(ies) within residential subdivisions with dedicated streets are to be located on a standalone parcel with a 20’ minimum right-of-way frontage. All appurtenances of the storm management facility must be within the pond parcel.
 8. The Owner/Developer is responsible for obtaining any required stream piping and wetland disturbance permits from the U.S. Army Corps of Engineers including any required mitigation. Copies of the Corps of Engineers approvals, permits, and proof of mitigation are to be furnished at the time of the Land Disturbance Permit and scanned onto the plan sheets of the project drawings.
 9. The Owner/Developer is responsible for obtaining any required stream piping and buffer variances from the Georgia EPD including any mitigation. Copies of the State’s approvals, permits, and proof of mitigation are to be furnished at the time of the Land Disturbance Permit and scanned onto the plan sheets of the project drawings.
 10. Stormwater discharges must be controlled not to exceed the existing capacity of the downstream storm drainage system including pipe systems, drainage swales and roadside ditches.



11. Developer must secure drainage easement(s) to receive concentrated discharges where none naturally exist downstream.

12. Any spring activity discovered must be addressed by a qualified registered geotechnical professional engineer (PE) at the expense of the owner/developer.

13. Structural fill must be placed under the direction of a qualified registered geotechnical engineer (PE) at the expense of the owner/developer.

Special Conditions

1. The existing R-20 & R-20 OSC Zoning confines the onsite development of roadways, homes and driveways to the upland portions of the property and largely keeps the lots outside of floodplain and stream buffers. The RA-6 layout allows the lots to extend into the stream buffer, which will likely lead to the stream buffer being cleared by the future homeowners.

2. As currently shown on the submitted site plan, the rear of Lots 21 – 31 and Lots 92 – 101 appear to extend into the floodplain and stream buffers. The minimum lot size for RA-6 Zoning is 6,200sf. Cobb County requires a minimum 12,500sf of each lot to be at an elevation 18” above the Base Flood Elevation (BFE). Because the proposed lots are smaller than 12,500sf, none of the lots area can be within the floodplain (below the BFE).

3. Many of the lots along the street with the cul-de-sac on the north side of Old Alabama Road are partially or fully in the floodplain. A note on the submitted site plan states this area of floodplain will be filled in. Floodplain fill isn’t permitted without equal or greater volumes of compensation (cut) to achieve no net fill within the floodplain. A ‘No-Rise’ Study & Certification would be required to confirm the floodplain fill doesn’t alter the BFE or Floodway elevation(s).

4. The future homes must have their lowest floor or enclosure elevated 3’ minimum above the Future Conditions Base Flood Elevation. An FEMA Elevation Certificate is required for each lot adjacent to a flooding source.

5. While a Stormwater Pond Area is shown near the southeast corner of the project, no Stormwater Pond Area is provided for the north side of the project? How will runoff from these lots be captured and conveyed to a Stormwater Pond? Runoff from developed lot areas and the



roadway and cul-de-sac which will bypass the water quality & detention system must be minimized.

6. The proposed RA-6 lot layout is very compact with as little as 5' provided between homes. Stormwater Pipe systems passing between homes must have a minimum 20' DE, perhaps wider if the pipe is buried deeper, and must be constructed utilizing Reinforced Concrete Pipe (RCP).

7. The proposed RA-6 lot layout is very compact with as little as 5' provided between homes. How will runoff from the impervious areas of these lots have Runoff Reduction Volume (RRv) provided via a "treatment train" approach?



MREZ-26-004

DEPARTMENT COMMENTS – CCDOT

Roadway	Roadway classification	Speed limit (mph)	Jurisdictional control	Recommended Min. R.O.W. requirements
Maxham Road	Arterial	45	CDOT	100'
Old Alabama Road	Major Collector	45	CDOT	80'
Cardell Road	Minor Collector	35	CDOT	60'
Cardell Road	Local (spur)	25	CDOT	50'

Roadway	Location	Average daily trips (vpd)	Level of service
Maxham Road	North of Locust Lane	31,800	E
Old Alabama Road	West of Barbara Lane	5,520	C
Cardell Road (Collector)	NA	NA	NA
Cardell Road (Local)	NA	NA	NA

vph = vehicles per day

Based on 2024 AADT count data taken by GDOT, as published on their website, for Maxham Road and Old Alabama Road

Planning Level of Service based on available Average Daily Trips using GRTA guideline thresholds. Classification thresholds for LOS A and LOS B are not available for local roads from this data source.

LOS C or D is acceptable based on GDOT Design Policy Manual criteria.

ITE Land Use	Description	Expected Size (dwelling units)	AM			PM			Weekday Daily (vpd)
			In (vph)	Out (vph)	Total (vph)	In (vph)	Out (vph)	Total (vph)	
210	Single Family Homes	90	16	47	63	53	31	84	849

vph = vehicles per hour

Development gross trip generation based on available development size and rates from the Institute of Transportation Engineers (ITE) Trip Generation, 11th edition.



Comments and observations

Maxham Road is classified as an arterial roadway and according to the available information the existing right-of-way does meet the recommended requirements for this classification.

Old Alabama Road is classified as a major collector roadway and according to the available information the existing right-of-way does not meet the recommended requirements for this classification.

Cardell Road is classified as a minor collector roadway and according to the available information the existing right-of-way does not meet the recommended requirements for this classification.

Cardell Road (Spur) is classified as a local roadway and according to the available information the existing right-of-way does meet the recommended requirements for this classification.

A traffic Submittal 1 (dated May 16, 2025) and a revised Submittal 1 (dated June 2, 2025) were received for this proposed development. The June 2nd Submittal 1 was accepted, and the applicant was approved to continue to the full Submittal 2 traffic study on June 4, 2025. The Submittal 2 (dated June 12, 2025) was submitted to Cobb DOT on July 7, 2025. Cobb DOT provided comments (dated July 28, 2025) and received a final revised Submittal 2 traffic study on June 29, 2024.

The site plan (dated August 1, 2025) revises the anticipated trip generation from that submitted in the June 29th traffic study. Cobb DOT has reviewed the modifications and determined that a traffic study update is not anticipated to modify the proposed recommendations. The traffic study requirement can be considered satisfied for this application.

Recommendations

THE RECOMMENDATIONS BELOW SHALL BECOME STIPULATED REQUIREMENTS UPON INCLUSION WITH AND APPROVAL BY THE CITY OF MABLETON OF THIS APPLICATION:



-
1. Recommend applicant, WITHIN 12 MONTHS OF ZONING APPROVAL, donate right-of-way on Old Alabama Road, a minimum of 40' from each side of the roadway centerline or 3' behind back of final sidewalk location, whichever is further, in accordance with Cobb County Development Standard 401.2, Right-of-Way.
 2. Recommend applicant, WITHIN 12 MONTHS OF ZONING APPROVAL, donate right-of-way on Cardell Road, a minimum of 30' from roadway centerline or 3' behind back of final sidewalk location, whichever is further, in accordance with Cobb County Development Standard 401.2, Right-of-Way.
 3. Recommend installing curb, gutter, and sidewalk along Old Alabama Road and Cardell Road frontage. This recommendation is pursuant to Cobb County Development Standard 401.15, Curbs and Gutters (including subsections), Cobb County Development Standard 404 Sidewalks and Pathways, Cobb County Development Standard 405 Accessibility Requirements, and Cobb County Development Standard Detail 106, Concrete Curbs, Medians.
 4. Recommend a minimum of 100' feet straight-line distance (from end of intersection curb return to start of driveway curb return) between residential driveways on Cardell Road. This recommendation is pursuant to Cobb County Development Standard 402.2. Possible mitigation measures to achieve this recommendation include, but are not limited to, the implementation of shared driveways or a shared access driveway. Final location and design will be determined by Cobb DOT as part of the driveway permit and/or Plan Review processes.
 5. Recommend a minimum of 100' feet straight-line distance (from end of intersection curb return to start of driveway curb return) between driveways and intersection of Old Alabama Road frontages. This recommendation is pursuant to Cobb County Development Standard 402.2 and Cobb County Development. Standard Detail 116R, Residential Driveway Standard. Possible mitigation measures to achieve this recommendation include, but are not limited to, the implementation of shared driveways or a shared access driveway. Final location and design will be determined by Cobb DOT as part of the driveway permit and/or Plan Review processes.



-
6. Recommend a minimum of 50 feet straight-line distance (from end of curb return to start of adjacent curb return) between any residential driveways and adjacent curves, onstreet parking or other driveways. This recommendation is pursuant to Cobb County Development Standard 402.7.1, Residential Driveways and Cobb County Development Standard Detail 116R, Residential Driveway Standard. The failure to meet this standard for internal driveway spacing is noted because it will preclude the interior roadways from being accepted by the County as public streets at a future date.
 7. Recommend Old Alabama Road and Cardell Road access include a deceleration lane to address safety. This recommendation is pursuant to Cobb County Development Standard 402.9, Deceleration Lanes/Roadway Improvements Along Existing Streets, and Cobb County Development Standard Detail 401A, Deceleration Lanes. Recommend final location and design be determined during plan review, subject to Cobb County DOT approval.
 8. Recommend Old Alabama Road access includes left turn lane to address safety. This recommendation is pursuant to Cobb County Development Standard 402.10, Left Turn Lane Design Guidelines, and Cobb County Development Standard Detail 401F, Left Turn Lane. Cobb DOT also follows Table 9-24 and Figure 9-35 recommendations published in the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), 7th Edition. A conceptual left turn lane is included. Recommend final location and design be determined during plan review, subject to Cobb County DOT approval
 9. Recommend applicant verify that minimum intersection sight distance is available for the Old Alabama Road and Cardell Road access and if it is not, implement remedial measures, subject to the Department's approval, to achieve the minimum requirement. This recommendation is pursuant to Cobb County Development Standard Detail 401B, Intersection Sight Distance.
 10. All signage and landscaping should be installed off county right-of-way and where it will not impede the line of sight for the driveways or roadways.



-
11. Recommend a 10' No Access Easement along double frontage lots abutting Cardell Road, Maxham Road, and Old Alabama Road frontage unless needed for stormwater detention access.
 12. Recommend curb and gutter along both sides and sidewalk along one side of proposed private roadway.
 13. Recommend private streets, lighting, and utilities be constructed to the Cobb County Standard Specifications for public streets. Private streets that do not meet Cobb DOT specifications for public streets cannot be considered for potential future transfer to Cobb County. This recommendation is pursuant to Cobb County Development Standard 401, Streets and Access (including subsections) and Cobb County Development Standard Details, including the following: Detail 110A, Typical Section Residential Street; Detail 100B, Residential Street Grading; Detail 104a, Typical Residential Cul-de-sac; Detail 104b, Typical Offset Cul-de-sac; and Detail 113, Sidewalks.
 14. Recommend crosswalks be installed parallel to the adjacent roadway. Recommend final location and design be determined during plan review, subject to Cobb County DOT approval
 15. Recommend applicant be required to meet all Cobb County Development Standards and Ordinances related to project improvements.



STAFF RECOMMENDATION

The planning and zoning staff recommends **denial** of REZ2025-006; however, if the planning commission chooses to approve the application, staff recommends approving the application with the following conditions:

1. The development shall adhere to the new proposed minimum lot size of 3,500 square feet to 9,560 square feet.
2. The developer shall eliminate all proposed residential lots directly fronting Cardell Road and dedicate the resulting acreage as continuous, undisturbed open space. If the lots along Cardell Road are permitted to remain, a split-rail fence shall be installed along the outer edge of the undisturbed buffer line with signage regarding the buffer.
3. All designated open space areas shall be placed within a conservation easement.
4. The applicant shall provide an updated site plan demonstrating that all residential structures, including rear patios and decks, fit entirely within the buildable area and do not encroach into any required setbacks or environmental buffers.
5. The community covenants shall establish a long-term leasing cap and a prohibition on a rental community and short-term rentals.
6. The proposed community amenity package shall be upgraded from an open-air cabana to a fully enclosed clubhouse facility.
7. Architectural designs and structural elevations for all units shall be strictly mandated to utilize brick, stone, stacked stone, board and batten, Hardi-plank siding, or a combination thereof as shown in the revised elevations.
8. All residential structures shall feature brick or stone accents alongside elevations, and any rear elevations directly facing public roadways shall integrate enhanced architectural articulation.
9. The applicant agrees that no variances may be granted for encroachments into designated stream buffers or for setbacks on individual lots impacted by Department of Transportation (DOT) dedications.



City of Mableton
Community Development | Planning and Zoning Division
6116 Mableton Parkway, Suite 144
Mableton, GA 30126
(404) 854-4904
www.mableton.gov

-
10. The development shall fully comply with comments and recommendations issued by the Cobb County Stormwater Management Division and the Cobb County Department of Transportation.
 11. The development shall adhere to the commitments outlined in the Letter of Agreeable Stipulations from Mr. Kevin Moore dated July 1, 2026.

MOORE INGRAM JOHNSON & STEELE

A LIMITED LIABILITY PARTNERSHIP
WWW.MIJS.COM

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EMERSON OVERLOOK
326 ROSWELL STREET
SUITE 100
MARIETTA, GEORGIA 30060
TELEPHONE (770) 429-1499

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SUITE 500
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JACKSONVILLE, FLORIDA 32256
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BRENTWOOD, TENNESSEE 37027
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FAIRFIELD, NEW JERSEY
165 PASSAIC AVENUE
SUITE 205
FAIRFIELD, NEW JERSEY 07004
TELEPHONE 201-602-4082

July 1, 2026

E-mail Only to christopher.wheeler@mableton.gov

Mr. Christopher Wheeler
Planning and Zoning Manager
City of Mableton
Suite 144
6116 Mableton Parkway, S.E.
Mableton, Georgia 30126

RE: Application for Rezoning - Application No. RZ-2026-004
 Applicant: David Pearson Communities, Inc.
 Property Owners: David Pearson; Mary Margaret Manning,
 Trustee of The MMM Trust, dated
 December 27, 2013
 Property: 23.119 acres, more or less, located at the
 intersection of the northerly and southerly
 sides of Old Alabama Road with the easterly
 side of Maxham Road; along a portion of the
 westerly side of Maxham Road; the
 intersection of the easterly and westerly sides
 of Cardell Road with Old Alabama Road, and
 along the northerly and southerly sides of Old
 Cardell Road, Land Lot 145, 201, and 258,
 18th District, 2nd Section, City of Mableton,
 Cobb County, Georgia

Dear Chris:

The undersigned and this firm represent David Pearson Communities, Inc., as Applicant (hereinafter "Applicant"), and the Property Owners, David Pearson and Mary Margaret Manning, Trustee of The MMM Trust, dated December 27, 2013 (hereinafter collectively referred to as "Owners" or "Property Owners"), in the above-referenced Application for Rezoning. The Application for Rezoning seeks rezoning of property located at the intersection of the northerly and southerly sides of Old Alabama Road with the easterly side of Maxham Road, along a portion of the westerly side of Maxham Road, the intersection of the easterly and westerly sides of Cardell Road with Old Alabama Road, and along the northerly and southerly sides of Old Cardell Road,

MOORE INGRAM JOHNSON & STEELE

Mr. Christopher Wheeler
Planning and Zoning Manager
City of Mableton
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July 1, 2026

Land Lots 145, 201, and 258, 18th District, 2nd Section, City of Mableton, Cobb County, Georgia (hereinafter the “Property” or “Subject Property”). This stipulation letter shall supersede and replace in full the previous letter of agreeable stipulations and conditions dated April 10, 2026, and submitted contemporaneously with the filing of the Application for Rezoning. The agreeable stipulations and conditions, which, if the Application for Rezoning is approved, as submitted, shall become a part of the grant of the requested rezoning and shall be binding upon the Subject Property are as follows:

- (1) The stipulations and conditions set forth herein shall replace and supersede in full any and all prior stipulations and conditions, in whatsoever form, which are currently in place on the Subject Property; together with any and all prior Departmental Comments and Staff Recommendations submitted by Planning, Fire, Water, Sewer, and Drainage, relating to the Subject Property from any previous zoning actions.
- (2) Applicant seeks rezoning of the Subject Property from the existing zoning categories of R-20 and R-20/Open Space Community (“R-20/OSC”) to the proposed zoning category of RA-5, with reference to the Site Plan dated and last revised March 23, 2026, and submitted with the Application for Rezoning. A reduced copy of the Site Plan is attached as Exhibit “A” and incorporated herein by reference.
- (3) The Subject Property consists of a total of approximately 23.119 acres of total site area and shall contain a maximum of ninety (90) single-family, detached residential homes.
- (4) The proposed residences shall have exterior façades consisting of brick, stone, stacked stone, board and batten, hardi-plank, or combinations thereof, with complementary accents, and shall be substantially similar to the elevations attached collectively as Exhibit “B.” To the extent final elevations are materially different in architectural styling or materials, such elevations shall be subject to approval by City Staff.
- (5) The proposed residences shall have a minimum of 1,850 square feet.
- (6) Applicant agrees to the creation of a mandatory homeowners association consistent with similar upscale communities in the area. The mandatory homeowners association shall be responsible for the upkeep, landscaping, and maintenance of

MOORE INGRAM JOHNSON & STEELE

Mr. Christopher Wheeler
Planning and Zoning Manager
City of Mableton
Page 3 of 5
July 1, 2026

all common areas, entrance area, mail kiosk, and the like contained within the proposed residential community.

- (7) Additionally, and in conjunction with the creation of the mandatory homeowners association, Applicant agrees to the recording and enforcement of a Declaration of Covenants, Easements, and Restrictions which will contain covenants, rules, and regulations applicable to the proposed development. The mandatory association shall be responsible for the enforcement of the Covenants, Easements, and Restrictions.
- (8) The entrance signage for the proposed community shall be ground based, monument-style signage, and shall consist of brick, stone, stacked stone, stucco, or combinations thereof, with accents, complementary to materials used in the construction of the homes within the community. The entrance landscaping shall be professionally designed and implemented. Maintenance of the entrance area shall be by the mandatory homeowners association as set forth in the Declaration of Covenants, Easements, and Restrictions.
- (9) The setbacks for the proposed residential community shall be as shown on the Site Plan.
- (10) All setbacks, landscape, and buffer areas may be penetrated for purposes of access, utilities, and stormwater management, including, but not limited to, drainage facilities and any and all slopes or other required engineering features of the foregoing. Any disturbed areas must be replanted with like vegetation.
- (11) All designated stormwater management areas shall be fenced with the perimeter landscaped for purposes of visual screening from public right-of-way and adjacent residential properties.
- (12) The mail kiosk shall be constructed and styled to be of a high-quality appearance, including a roof, with materials compatible with those used for the exterior of the residences within the proposed community.
- (13) The proposed community shall have private streets.
- (14) Applicant agrees the Declaration of Covenants, Easements, and Restrictions shall include a provision the community streets will remain private, in perpetuity.

MOORE INGRAM JOHNSON & STEELE

Mr. Christopher Wheeler
Planning and Zoning Manager
City of Mableton
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July 1, 2026

- (15) Applicant agrees to establish and fund a separate account for the benefit of the future homeowners association for purposes of future private street maintenance. Prior to approval of the initial final plat, Applicant agrees to perform a third-party street maintenance reserve study, subject to review and approval by the Cobb County Department of Transportation, and Applicant shall fund the private street maintenance reserve fund with the prescribed amount as determined in the reserve study.
- (16) Applicant agrees the construction of the private streets shall be to public street standards with respect to the profile of the pavement sections.
- (17) Applicant shall be permitted to install mountable curb, rather than high-back curb, to provide better aesthetics and less transitions.
- (18) Applicant agrees to install a protected crosswalk across Old Alabama Road, at its intersection with Cardell Road, subject to approval by Cobb County Department of Transportation.
- (19) Applicant agrees to the Cobb County Department of Transportation Comments and Recommendations.
- (20) Applicant agrees the amenity area shall include a clubhouse in lieu of a cabana.
- (21) Rear and side elevations which face public right-of-way shall include at least fifty (50) percent brick or stone.
- (22) Undisturbed stream buffers shall be placed in a conservation easement, with appropriate fencing or signage indicating the limits for required, undisturbed stream buffers.
- (23) The Covenants shall include a provision prohibiting short-term rentals of any homes.
- (24) Applicant agrees the Covenants shall include a rental restriction of no more than ten (10) percent of the homes; however, prior to the issuance of any building permits, the Applicant has the option to establish the community as a one hundred (100) percent for-lease community, owned, operated, and maintained under the

MOORE INGRAM JOHNSON & STEELE

Mr. Christopher Wheeler
Planning and Zoning Manager
City of Mableton
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July 1, 2026

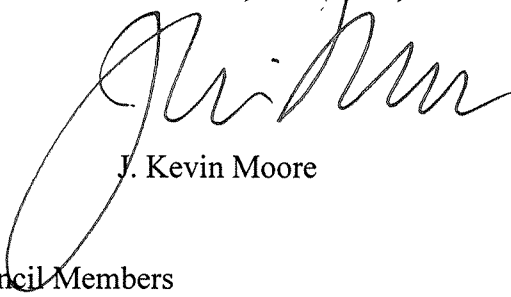
united control of a single ownership entity with individual home sales prohibited.
All leases shall be for a term of a minimum of one (1) year.

We believe the requested zoning, pursuant to the Site Plan and the revised stipulations set forth herein, is an appropriate use of the Subject Property while taking into consideration the existing conditions and viable uses of the Property, together with the area neighborhoods. The proposed community shall be a quality development, shall be compatible with surrounding communities, and shall be an enhancement to the Subject Property. Thank you for your consideration in this request.

With kindest regards, I remain

Very truly yours,

MOORE, INGRAM, JOHNSON & STEELE, LLP



J. Kevin Moore

JKM:cc

Attachments

c: Mayor and City Council Members
City of Mableton
(With Copies of Attachments)

Planning and Zoning Commission Members
City of Mableton
(With Copies of Attachments)

Tina Garver
Latemia Richards
City of Mableton Community Development
(With Copies of Attachment)
(Via E-mail Only)

David Pearson Communities, Inc.
(With Copies of Attachments)

TOTAL PROPOSED RESIDENTIAL UNITS - 90
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
TOTAL TRACT ACREAGE - 23.119 ACS
CURRENT ZONING: R-20 OSC
PROPOSED ZONING: RA-5 (PROPOSED DETACHED)
OVERALL SITE DENSITY - 3.89 UNITS PER ACRE
EXTRA PARKING SUPPLIED -46 SPACES

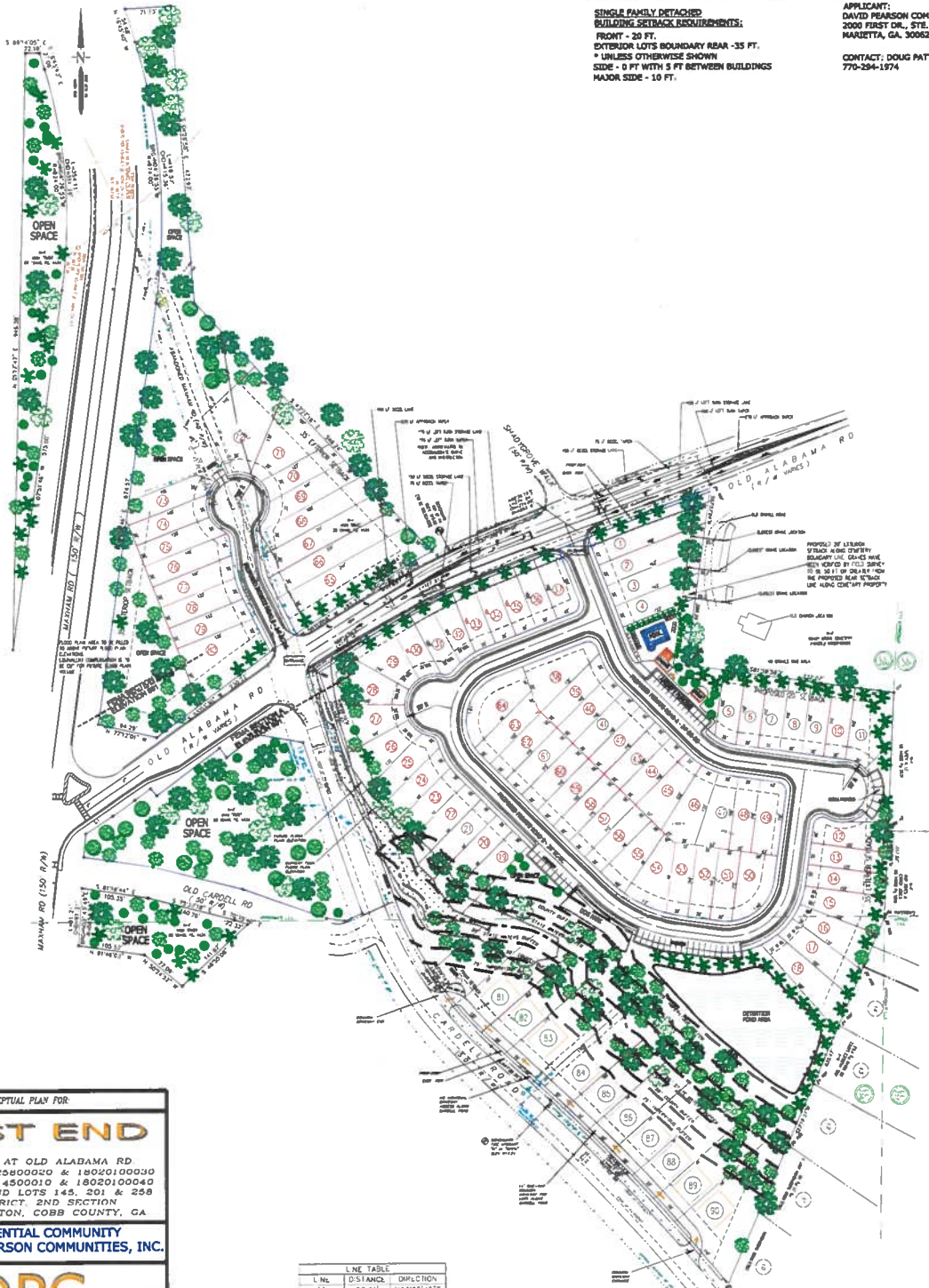


LOCATION MAP - NTS

SINGLE FAMILY DETACHED
BUILDING SETBACK REQUIREMENTS:
FRONT - 20 FT.
EXTENSION LOT'S BOUNDARY REAR - 35 FT.
* UNLESS OTHERWISE SHOWN
SIDE - 0 FT WITH 5 FT BETWEEN BUILDINGS
MAJOR SIDE - 10 FT.

APPLICANT:
DAVID PEARSON COMMUNITIES, INC.
2000 FIRST DR., STE. 400
MARIETTA, GA. 30062

CONTACT: DOUG PATTEN, doug.patten@dpcomm.com
770-294-1974



CONCEPTUAL PLAN FOR **WEST END**

CARDELL RD AT OLD ALABAMA RD
PARCEL ID 18025600020 & 18020100030
PARCEL ID 18014500010 & 18020100040
LOCATED IN LAND LOTS 145, 201 & 258
14TH DISTRICT, 2ND SECTION
CITY OF MABLETON, COBB COUNTY, GA

A RESIDENTIAL COMMUNITY
BY DAVID PEARSON COMMUNITIES, INC.

DPC
DAVID PEARSON COMMUNITIES, INC.

2000 FIRST DRIVE, STE. 400, MARIETTA GA. 30062, PHONE: 770-321-5032

DRAWN BY:	DP	DATE:	3-23-26
CHECKED BY:	DP	DATE:	CONCEPT
NO.	DATE	REVISION DESCRIPTION	BY
1	3-23-26	REVISED PLAN ADDED ALL PROPERTY	D
2			
3			
4			

DESIGN
CONSULTANT



LINE	TABLE	DESCRIPTION
L1	50.81	N46°34'45"E
L2	31.32	S54°32'38"E
L3	14.96	S45°19'42"E
L4	74.55	N52°55'51"E
L5	16.58	S72°24'11"E
L6	59.99	N53°14'01"E
L7	73.70	S78°51'58"E
L8	248.03	S18°47'32"E
L9	79.33	S68°00'47"W
L10	28.66	N81°23'55"W
L11	40.43	S70°35'40"W
L12	40.42	N76°37'08"W
L13	17.56	N8°10'44"W

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C #1	5524.387	36.36	18.18	36.36	N64°51'04"E

GRAPHIC SCALE



EXHIBIT "A"



EXHIBIT "B"











CITY OF MABLETON PLANNING COMMISSION SUMMARY REPORT

The applicant is requesting a Rezoning from a R-20 Single Family Residential zoned district to RA-6 Single Family Detached Residential district (**REZ-2026-004**) for a property located Off Old Alabama / Cardell Road in Mableton, Georgia.

Summary Report – REZ-26-004

1. Applicant & Property Information

- Case Number: REZ-26-004.
- Proposed development consists of 90 single-family residential lots/homes.
- The project fronts Old Alabama Road, Cardell Road, and Maxham Road.

2. Property History

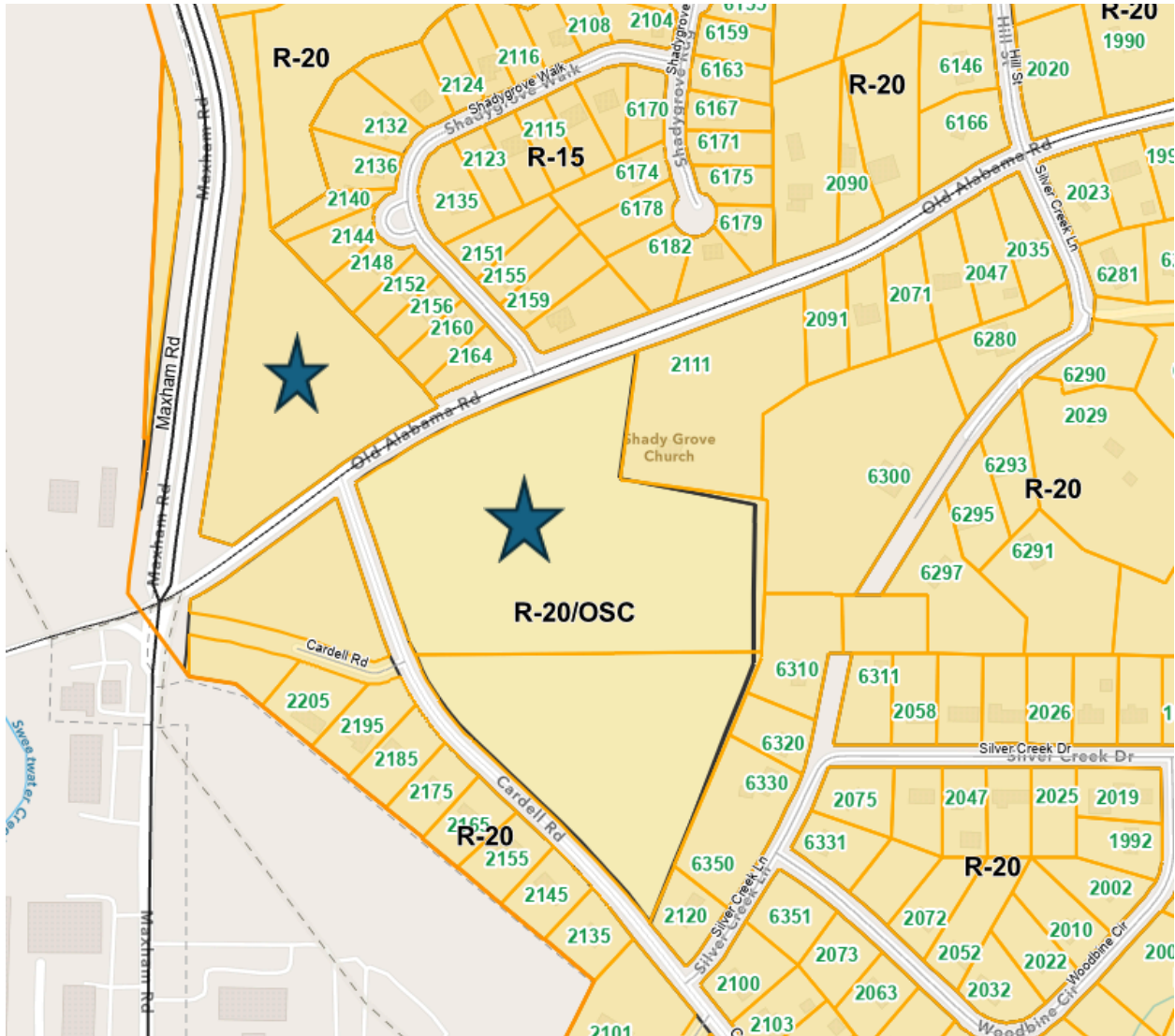
- Traffic Submittal 1 was received on May 16, 2025, revised on June 2, 2025, and accepted on June 4, 2025.
- Traffic Submittal 2 (dated June 12, 2025) was submitted to Cobb DOT on July 7, 2025.
- Cobb DOT issued comments on July 28, 2025, and a final revised traffic study was received.
- An updated site plan dated August 1, 2025, was reviewed by Cobb DOT. The traffic study requirement was determined to be satisfied.

3. Request Details

- Development proposal includes approximately 90 single-family homes with an estimated 849 weekday daily vehicle trips.
- Cobb DOT identified roadway improvements and conditions, including:
 - Right-of-way dedication along Old Alabama Road and Cardell Road.
 - Installation of curb, gutter, and sidewalks.
 - Turn lane, deceleration lane, driveway spacing, crosswalk, and sight-distance improvements.
 - Compliance with applicable Cobb County Development Standards.

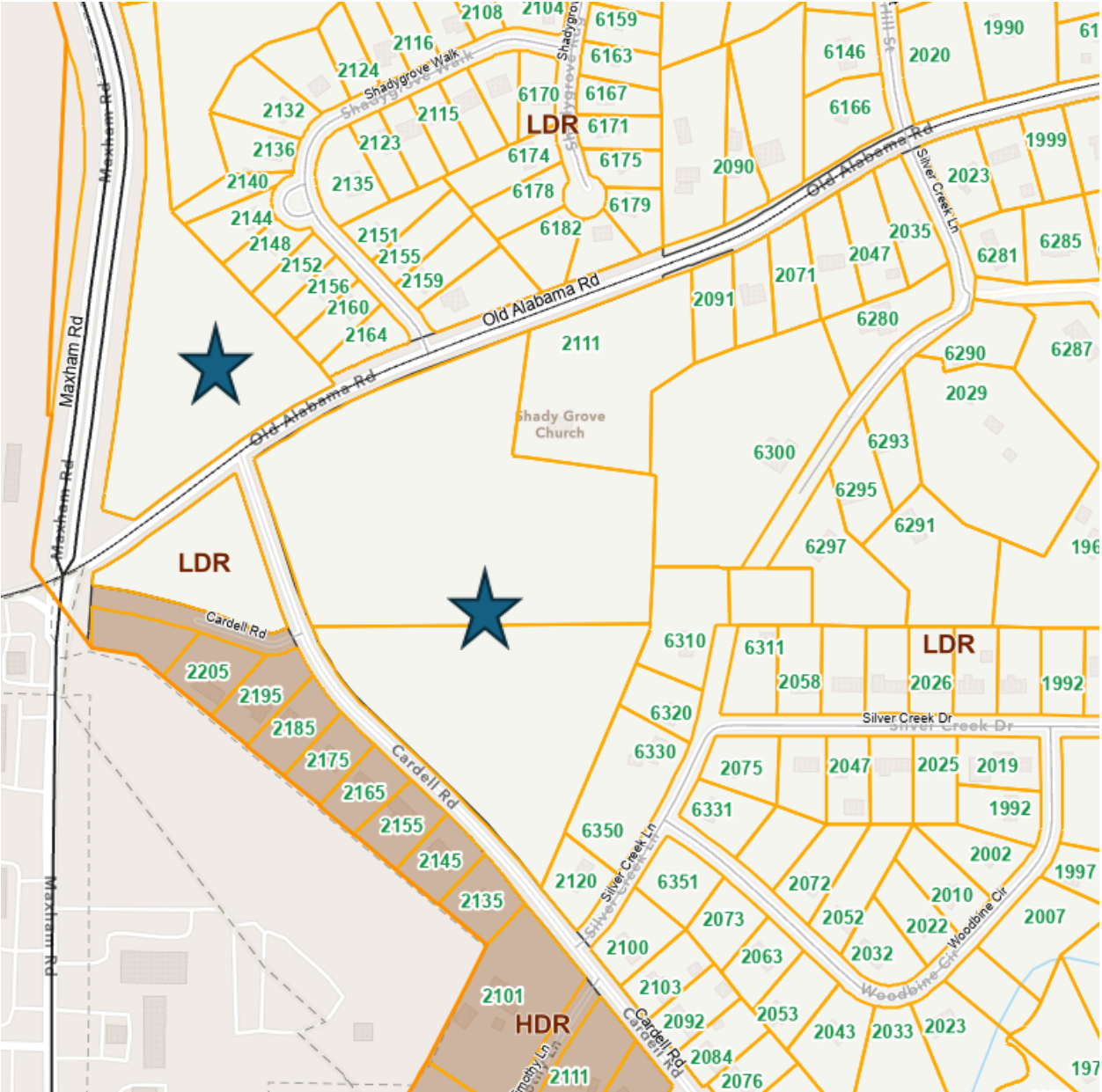
4. Status & Hearings

- Planning Commission (PC) Hearing: Scheduled for Thursday, July 2, 2026.
- Mayor & Council (M&C) Hearing: Scheduled for Wednesday, August 26, 2026.
- Cobb DOT has completed its transportation review and recommends approval subject to the listed transportation-related stipulations and requirements.



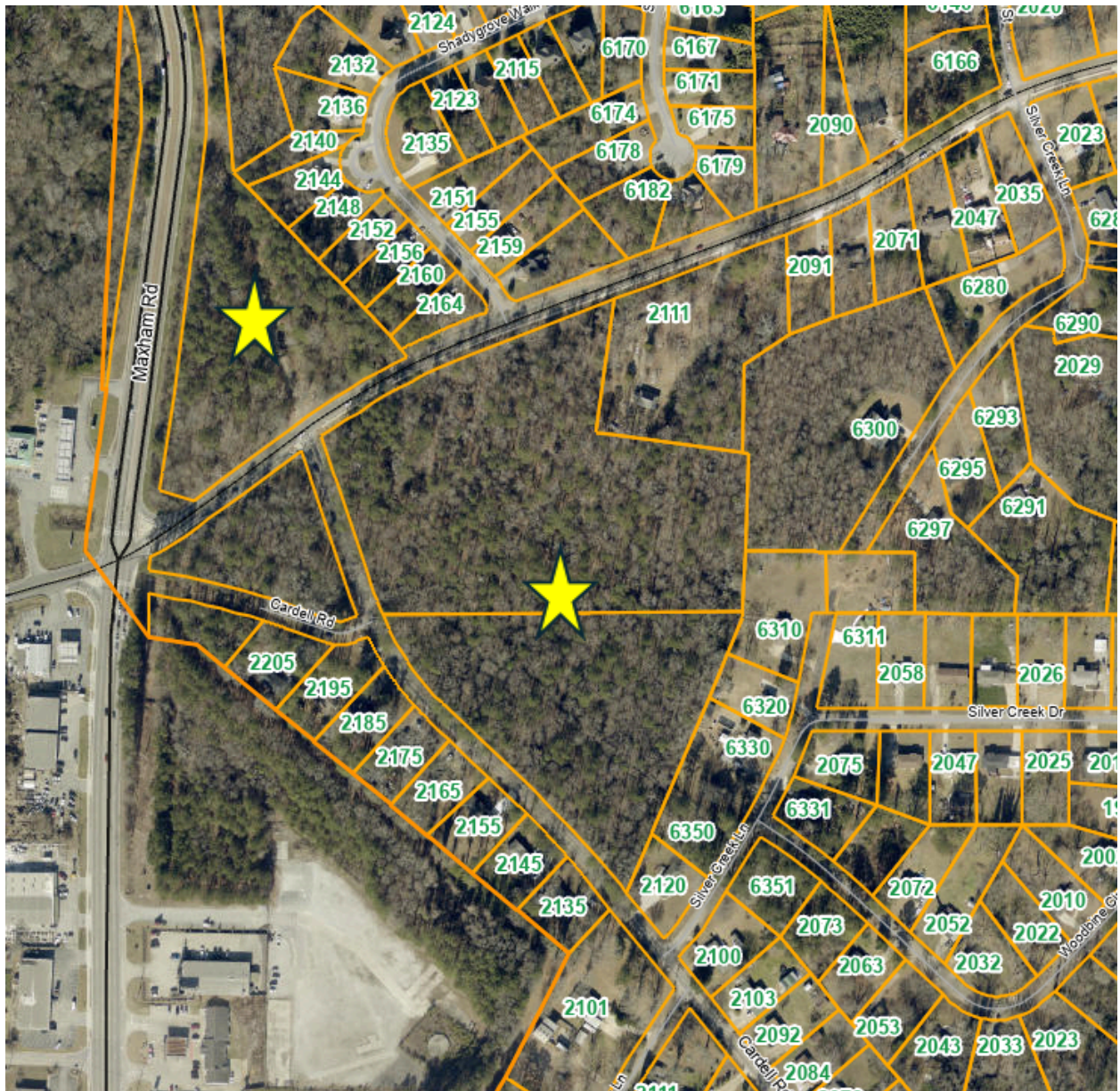
Star: Location of Subject Property

FUTURE LAND USE MAP



Star: Location of Subject Property

AERIAL MAP



Star: Location of Subject Property

TOTAL PROPOSED RESIDENTIAL UNITS - 90
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
TOTAL TRACT ACREAGE - 23.119 ACS
CURRENT ZONING: R-20 OSC
PROPOSED ZONING: RA-5 (PROPOSED DETACHED)
OVERALL SITE DENSITY - 3.89 UNITS PER ACRE
EXTRA PARKING SUPPLIED -46 SPACES

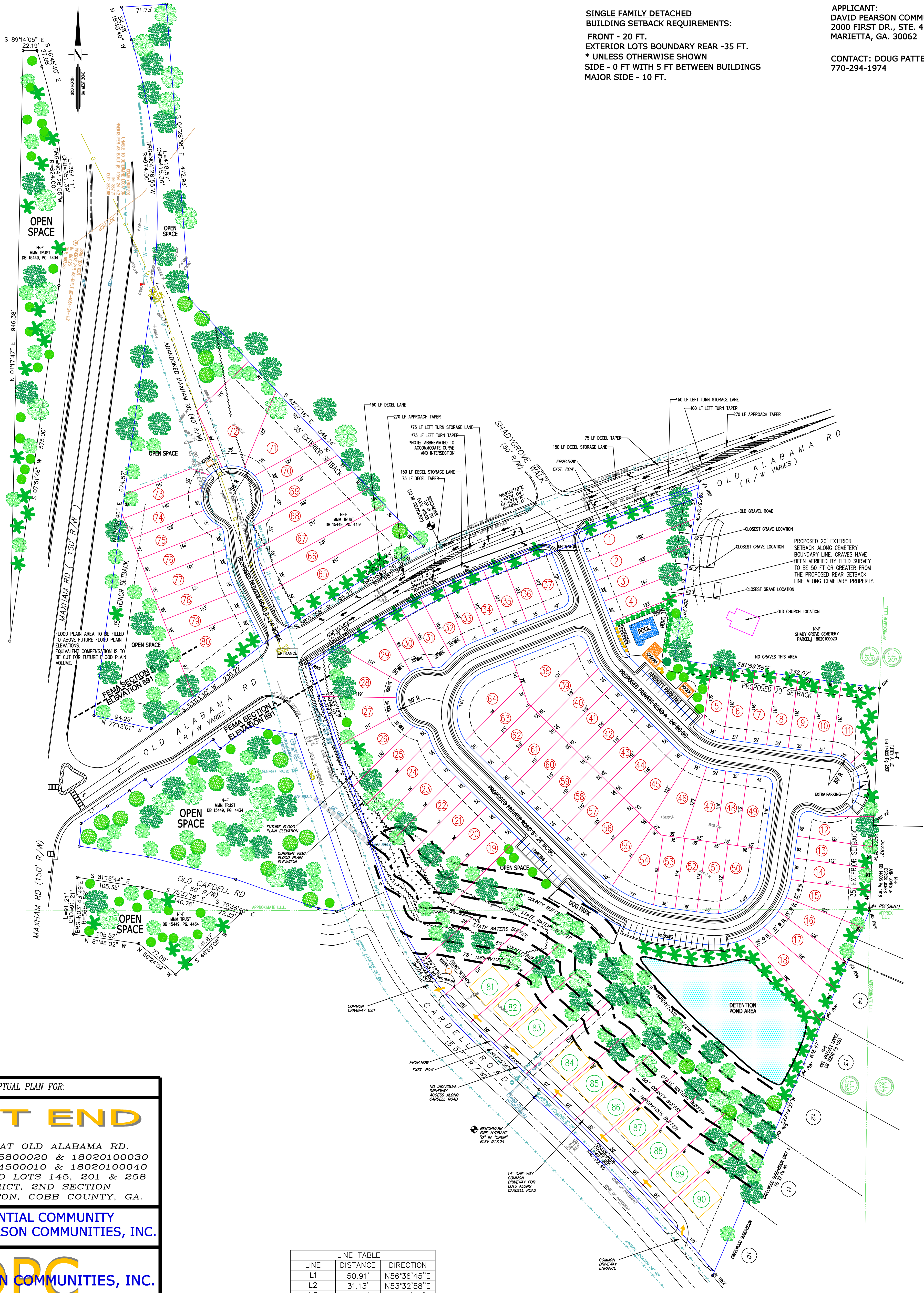


LOCATION MAP - NTS

SINGLE FAMILY DETACHED
BUILDING SETBACK REQUIREMENTS:
FRONT - 20 FT.
EXTERIOR LOTS BOUNDARY REAR -35 FT.
* UNLESS OTHERWISE SHOWN
SIDE - 0 FT WITH 5 FT BETWEEN BUILDINGS
MAJOR SIDE - 10 FT.

APPLICANT:
DAVID PEARSON COMMUNITIES, INC.
2000 FIRST DR., STE. 400
MARIETTA, GA. 30062

CONTACT: DOUG PATTEN, CPESC,CESSWI
770-294-1974



CONCEPTUAL PLAN FOR:

WEST END

CARDELL RD. AT OLD ALABAMA RD.
PARCEL ID: 18025800020 & 18020100030
PARCEL ID: 18014500010 & 18020100040
LOCATED IN LAND LOTS 145, 201 & 258
18TH DISTRICT, 2ND SECTION
CITY OF MABELTON, COBB COUNTY, GA.

A RESIDENTIAL COMMUNITY
BY DAVID PEARSON COMMUNITIES, INC.

DAVID PEARSON COMMUNITIES, INC.

2000 FIRST DRIVE, STE 400, MARIETTA GA. 30062, PHONE: 770-321-5032

DRAWN BY:	DP	DATE:	3-23-26
CHECKED BY:	DP	DRAWING NO.:	CONCEPT
JOB NO.:	CARDELL	SHEET	1

NO.	DATE	REVISION DESCRIPTION	BY
1	3-23-26	REVISED PLAN ADDED ALL PROPERTY	D
2			
3			
4			

DESIGN
CONSULTANT

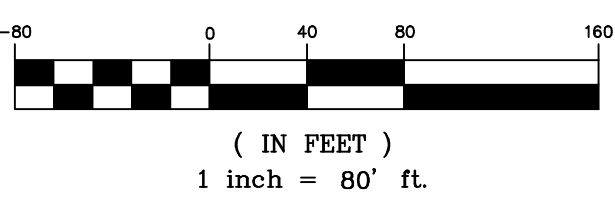


LINE TABLE			
LINE	DISTANCE	DIRECTION	
L1	50.91'	N56°36'45"E	
L2	31.13'	N53°32'58"E	
L3	14.96'	S40°35'42"E	
L4	124.55'	N52°55'51"E	
L5	18.59'	S37°24'31"E	
L6	59.96'	N53°14'01"E	
L7	73.70'	S79°51'58"E	
L8	246.05'	S18°47'32"E	
L9	29.93'	S66°00'47"W	
L10	29.66'	N81°23'55"W	
L11	140.43'	N70°35'40"W	
L12	145.42'	N75°37'18"W	
L13	111.56'	N81°16'44"W	

CURVE TABLE			
CURVE	RADIUS	LENGTH	TANGENT
C # 1	5654.58'	36.36'	18.18'

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C # 1	5654.58'	36.36'	18.18'	36.36'	N04°53'04"E

GRAPHIC SCALE













STATE OF GEORGIA
2026-08-0
COBB COUNTY
CITY OF MABLETON, GEORGIA

ORDINANCE

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF MABLETON, GEORGIA BY REZONING A CERTAIN PARCEL OF REAL PROPERTY LOCATED AT OLD ALABAMA ROAD AND CARDELL ROAD, MABLETON, GEORGIA (COBB COUNTY PIN 18020100030, 18025800020, 18020100040, 18014500010); 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 **23 acres** and is located at **Old Alabama Road and Cardell Rd**, according to the present system of numbering property in Mableton, Cobb County, Georgia, Cobb County Tax Parcel Identification Number **18020100030, 18025800020, 18020100040, 18014500010** (the “Property”); and

WHEREAS, the Property is currently zoned as **R-20/OSC (Single Family Residential / Open Space Conservation Overlay)**; and

WHEREAS, the owner/applicant, **David Pearson Communities, Inc.**, filed an application requesting the governing authority to rezone the Property to develop a **RA-5 Single Family Residential**, with the intention of developing a residential subdivision community.

WHEREAS, the City has complied with the notice and hearing requirements pursuant to applicable law; and

WHEREAS, the Mayor and Council have determined that the rezoning of the Property RA-5, 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 ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MABLETON:

Section 1. That certain parcel of real property consisting of approximately **23 acres, Old Alabama Road and Cardell Rd** (Cobb County Tax Parcel Identification Number: **18020100030, 18025800020, 18020100040, 18014500010**) is hereby rezoned from **R-20/OSC (Single Family Residential / Open Space Conservation Overlay)** to **RA-5 Single Family Residential zoning district**, with the intention of developing a residential subdivision community.

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, City Attorney

EXHIBIT A
STIPULATIONS AND CONDITIONS OF APPROVAL

CASE NO.: REZ 2026-004

APPLICANT: David Pearson Communities, Inc.

PROPERTY: Old Alabama Road and Cardell Rd

PIN: 18020100030, 18025800020, 18020100040, 18014500010

Based on the preceding analysis, staff recommends **DENIAL** of the rezoning application **REZ2026-004** to rezone the property R-20 and R-20/OSC (Single Family Residential / Open Space Conservation Overlay) to RA-5 Single Family Residential zoning district

Should the application be approved, the following conditions are included in said approval:

1. All conditions stated in the applicant's letter of agreeable stipulations dated July 1, 2026, except as may be modified below.
2. The development shall adhere to the new proposed minimum lot size of 3,500 square feet to a maximum of 9,560 square feet.
3. The developer shall eliminate all proposed residential lots directly fronting Cardell Road and dedicate the resulting acreage as continuous, undisturbed open space.
4. All designated open space areas shall be placed within a conservation easement.
5. The applicant shall provide an updated site plan demonstrating that all residential structures, including rear patios and decks, fit entirely within the buildable area and do not encroach into any required setbacks or environmental buffers.

ORDINANCE 2026-08-0

6. The community covenants shall establish a long-term leasing cap of no more than 10% and a prohibition on a rental community and short-term rentals.
7. The applicant agrees that no variances may be granted for encroachments into designated stream buffers or for setbacks on individual lots impacted by Department of Transportation (DOT) dedications.

REZ 2026-004 Old Alabama Road and Cardell Rd

CASE NUMBER: Z-2026-004

APPLICANT: David Pearson Communities, Inc

REQUEST: Rezoning from R-20/OSC to RA-6

PROPERTY LOCATION: Old Alabama Road and Cardell Rd

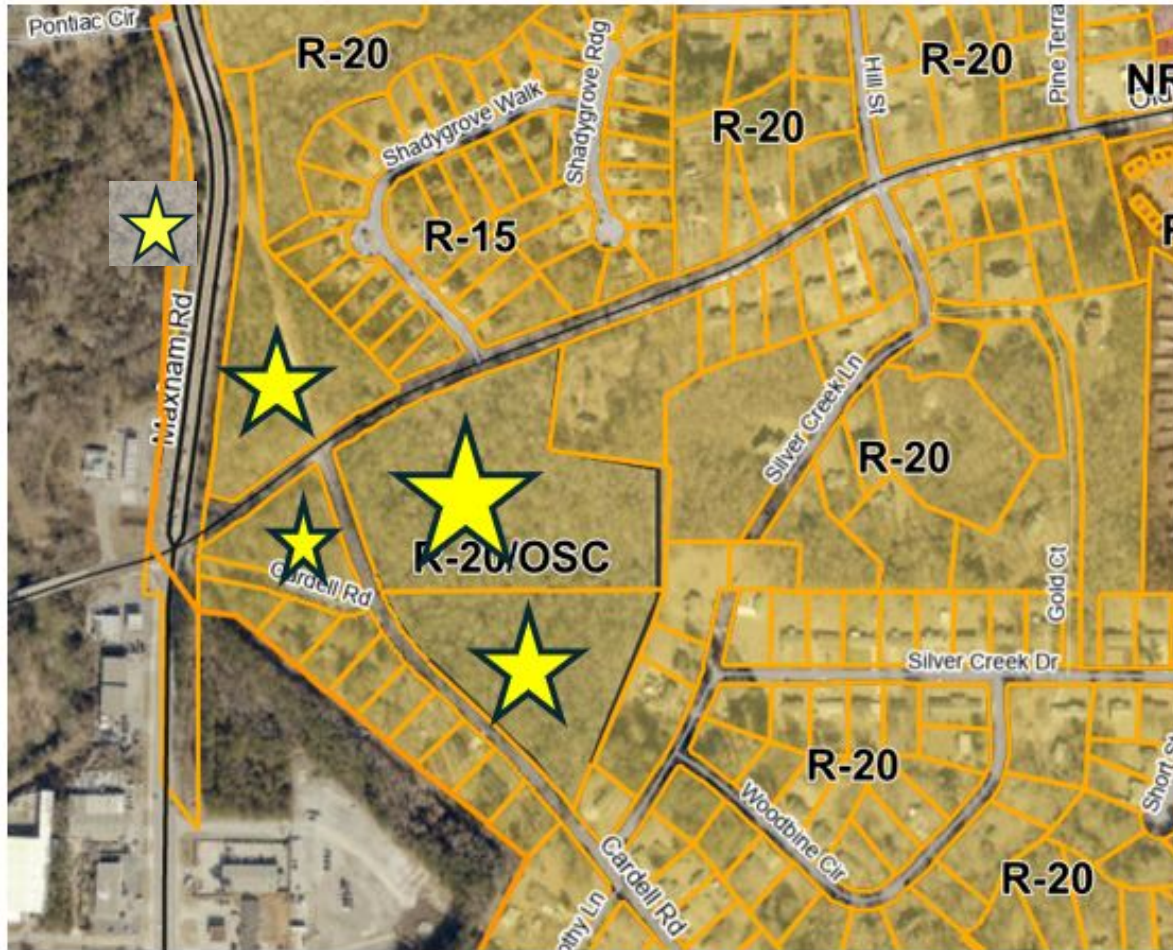
PARCEL ID: 18020100030, 18025800020, 18020100040,
18014500010

ACREAGE: 23.119

P.C HEARING: July 2, 2026

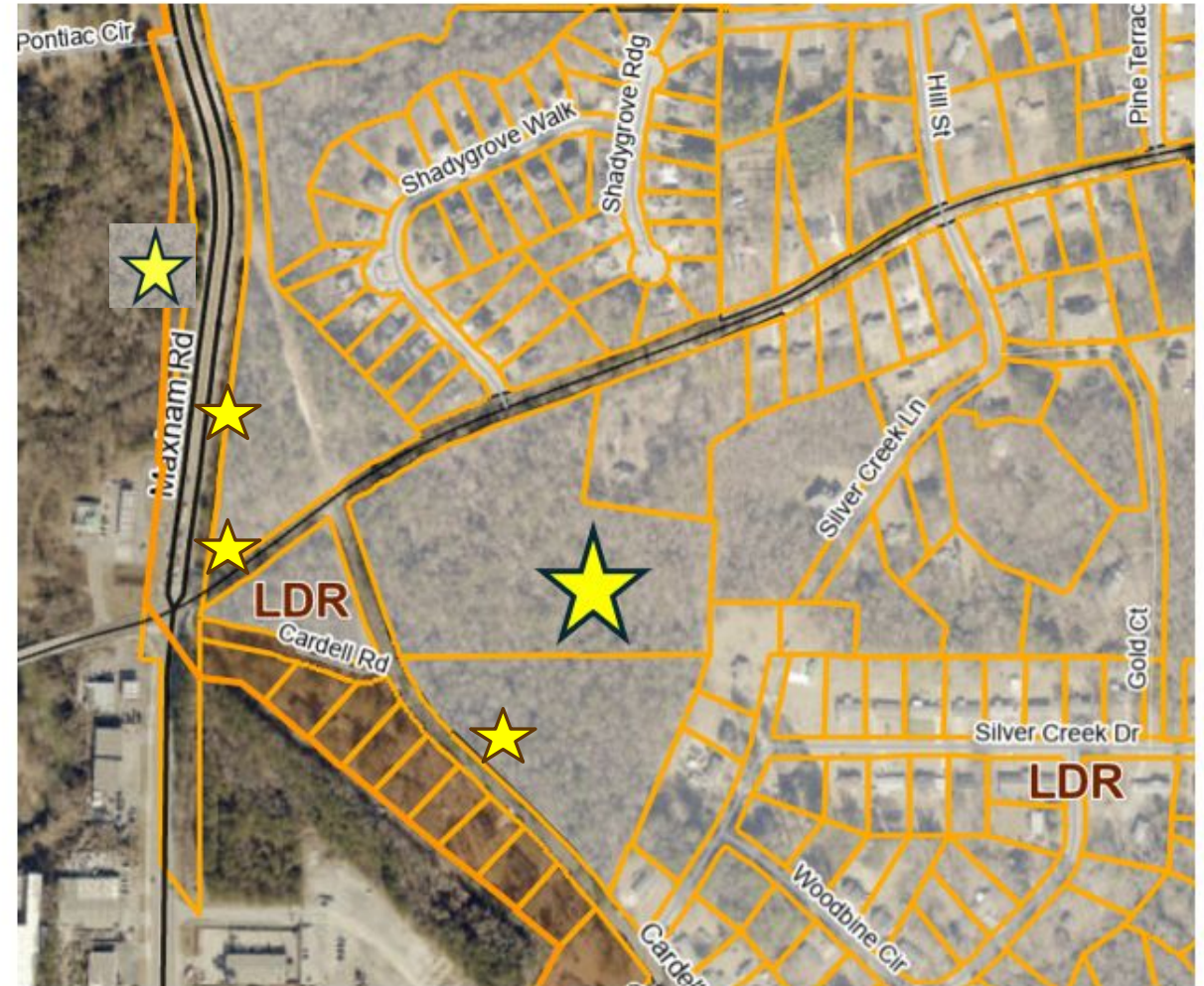
COUNCIL HEARING: August 26, 2026

ZONING MAP



Star = Location of Subject Property

FLU MAP



Star = Location of Subject Property

Proposed Density
4.33 Units Per Acre

LOW DENSITY RESIDENTIAL (LDR)



DEFINITION:

Low Density Residential provides for areas that are suitable for low density housing between one (1) and two and one-half (2.5) dwelling units per acre and non-supportive senior living housing that in certain circumstances may reach five (5) dwelling units per acre, depending on existing conditions such as product type and mix, structure/building height, tract size, topographic conditions, etc. in order to provide compatibility with adjacent residential uses. This category presents a range of densities. Compatible Zoning Districts, Policy Guidelines, and Small Area Policy Guidelines are listed below:

COMPATIBLE ZONING DISTRICTS:

RR, R-80, R-40, R-30, R-20, R-15, OSC, RSL (non-supportive)

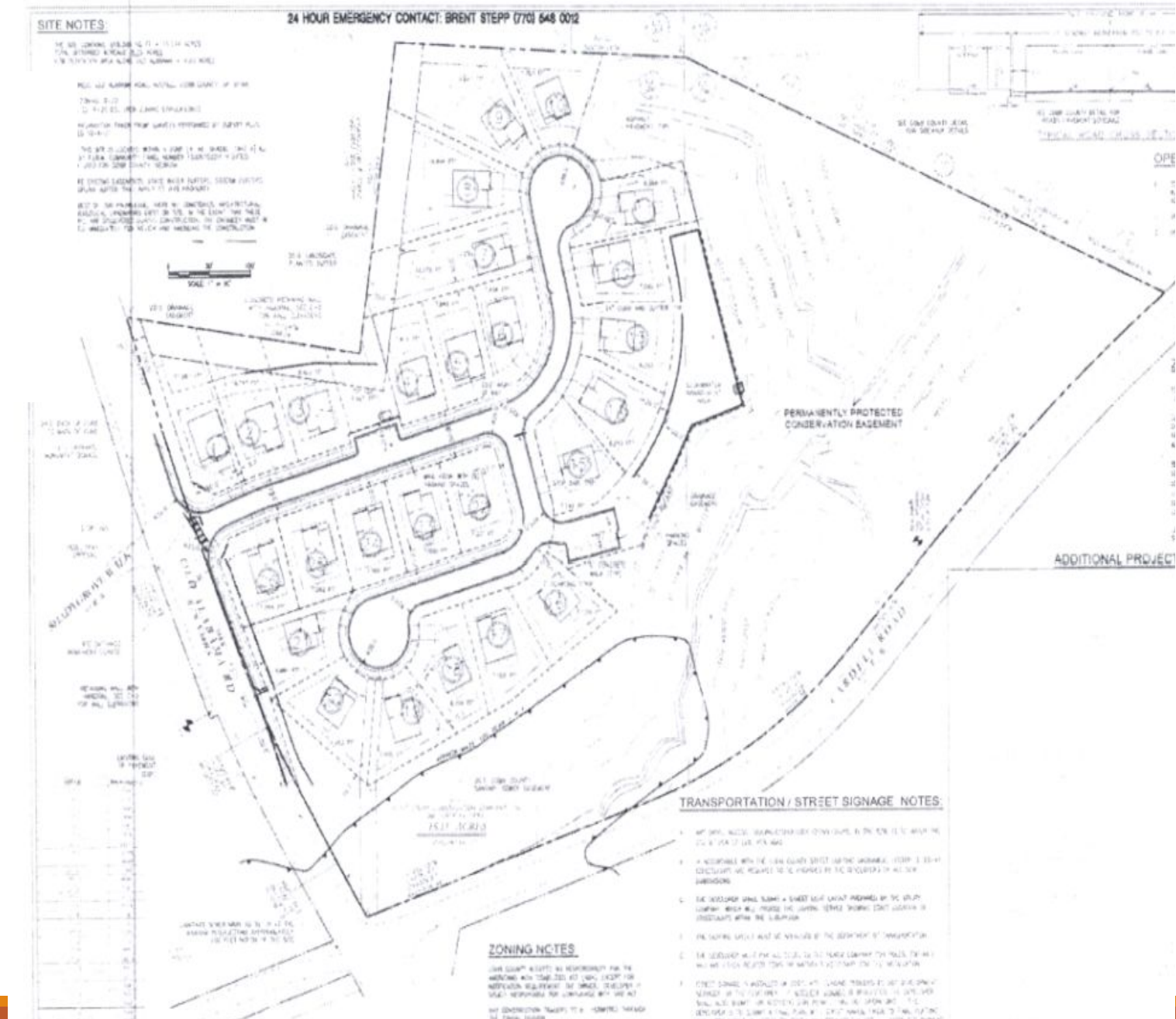
Site Plan

2005 Zoning

Allowed 26 lot open space community.

OB in 2022 included site plan amendment and cemetery buffer reduction.

64 Lots in this same area on current proposal



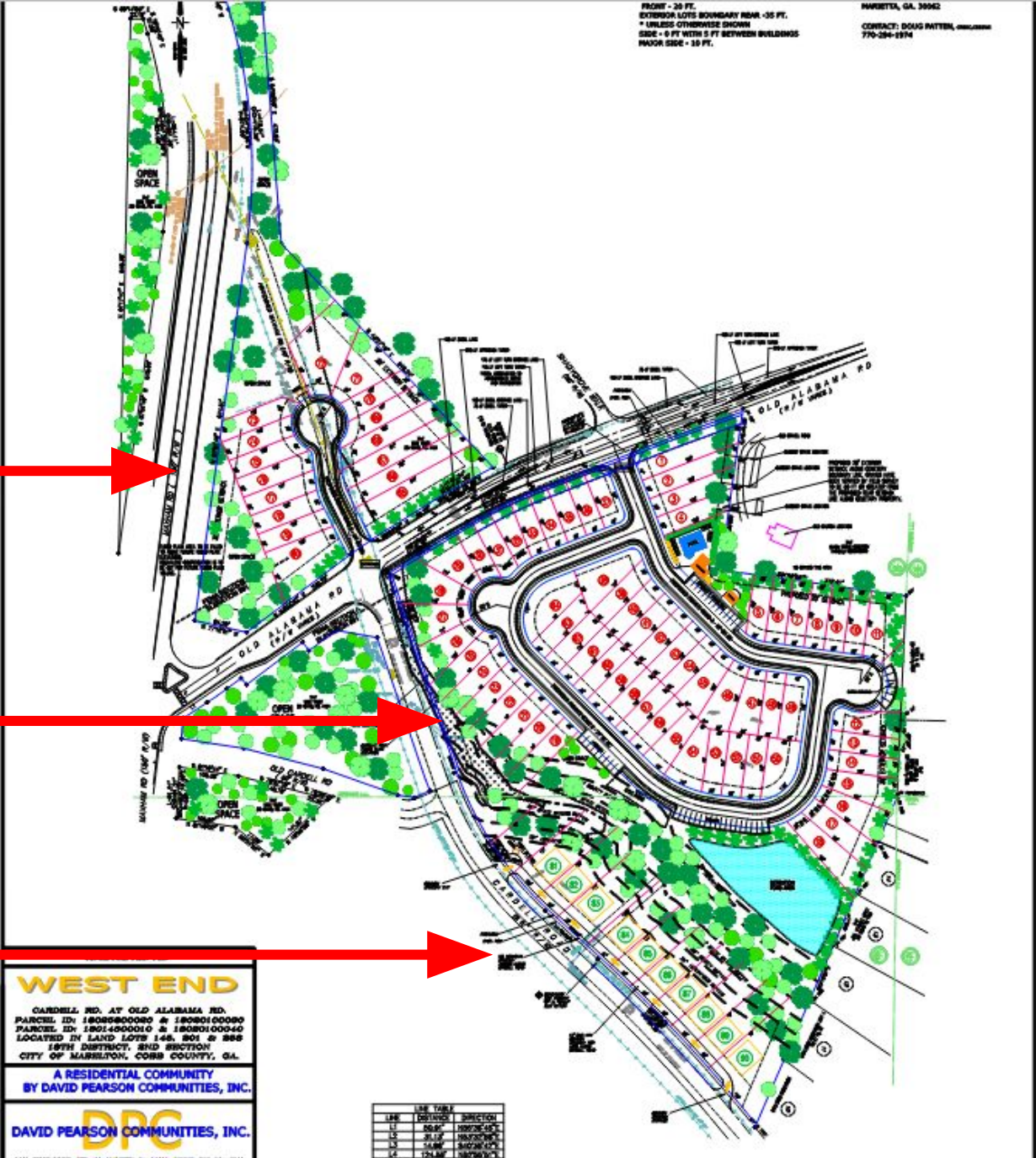
Current Site Plan

TOTAL PROPOSED RESIDENTIAL UNITS - 90
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
TOTAL TRACT ACREAGE - 23.119 ACS
CURRENT ZONING: R-20 OSC
PROPOSED ZONING: RA-5 (PROPOSED DETACHED)
OVERALL SITE DENSITY - 3.89 UNITS PER ACRE
EXTRA PARKING SUPPLIED -46 SPACES

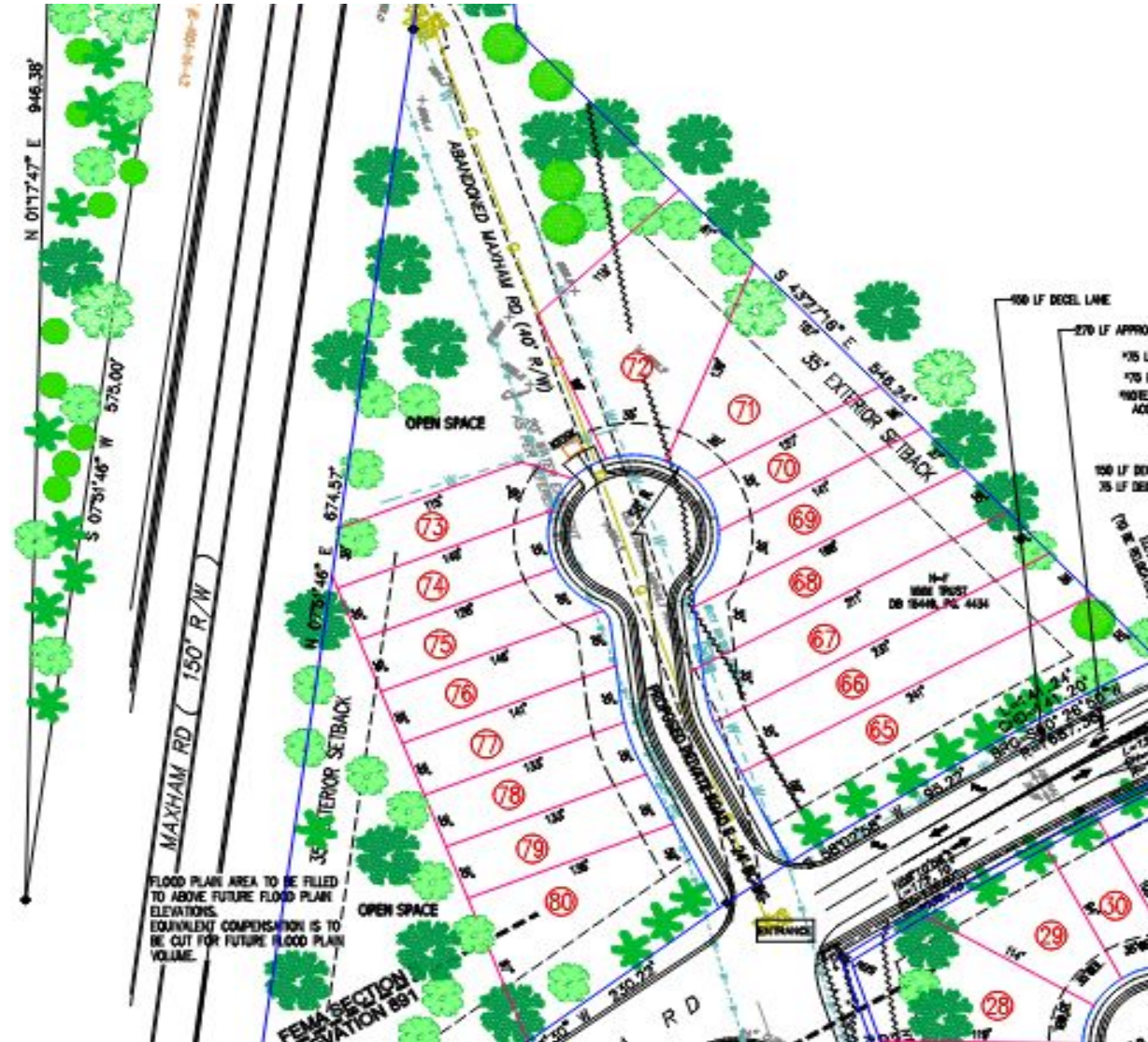
16 Lots

64 Lots

10 Lots



16 Lots North of Old Alabama Road



Current

64 Lots in central area of
the site

TOTAL PROPOSED RESIDENTIAL UNITS - 90
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
TOTAL TRACT ACREAGE - 23.119 ACS
CURRENT ZONING: R-20 OSC
PROPOSED ZONING: RA-5 (PROPOSED DETACHED)
OVERALL SITE DENSITY - 3.89 UNITS PER ACRE
EXTRA PARKING SUPPLIED -46 SPACES



Current

10 Lots along Cardell Road



TOTAL PROPOSED RESIDENTIAL UNITS - 90
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
TOTAL TRACT ACREAGE - 23.119 ACS
CURRENT ZONING: R-20 OSC
PROPOSED ZONING: RA-5 (PROPOSED DETACHED)
OVERALL SITE DENSITY - 3.89 UNITS PER ACRE
EXTRA PARKING SUPPLIED -46 SPACES

Proposed Elevation(s)



The proposed development will have a minimum of 1,700 square heated floor area. The proposed elevations will consist of brick, stone, stacked stone, board and batten, hardi-plank, or a combination thereof. Additionally, a mandatory homeowners association will be created, which will be responsible for the enforcement of covenants, easements, and restrictions.

Proposed Elevation(s)



The proposed development will have a minimum of 1,700 square heated floor area. The proposed elevations will consist of brick, stone, stacked stone, board and batten, hardi-plank, or a combination thereof. Additionally, a mandatory homeowners association will be created, which will be responsible for the enforcement of covenants, easements, and restrictions.

Section 2.03 (3) a-e of the Zoning ordinance 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 *denial* of REZ2025-006; however, if the council chooses to approve the application, staff recommends approving the application with the following conditions;

1. All conditions stated in the applicant's letter of agreeable stipulations dated July 1, 2026, except as may be modified below.
2. The development shall adhere to the new proposed minimum lot size of 3,500 square feet to a maximum of 9,560 square feet.
3. The developer shall eliminate all proposed residential lots directly fronting Cardell Road and dedicate the resulting acreage as continuous, undisturbed open space.
4. All designated open space areas shall be placed within a conservation easement.
5. The applicant shall provide an updated site plan demonstrating that all residential structures, including rear patios and decks, fit entirely within the buildable area and do not encroach into any required setbacks or environmental buffers.
6. The community covenants shall establish a long-term leasing cap of no more than 10% and a prohibition on a rental community and short-term rentals.
7. The applicant agrees that no variances may be granted for encroachments into designated stream buffers or for setbacks on individual lots impacted by Department of Transportation (DOT) dedications.

Letter of Agreeable Stipulations

- (1) The stipulations and conditions set forth herein shall replace and supersede in full any and all prior stipulations and conditions, in whatsoever form, which are currently in place on the Subject Property; together with any and all prior Departmental Comments and Staff Recommendations submitted by Planning, Fire, Water, Sewer, and Drainage, relating to the Subject Property from any previous zoning actions.
- (2) Applicant seeks rezoning of the Subject Property from the existing zoning categories of R-20 and R-20/Open Space Community ("R-20/OSC") to the proposed zoning category of RA-5, with reference to the Site Plan dated and last revised March 23, 2026, and submitted with the Application for Rezoning. A reduced copy of the Site Plan is attached as Exhibit "A" and incorporated herein by reference.
- (3) The Subject Property consists of a total of approximately 23.119 acres of total site area and shall contain a maximum of ninety (90) single-family, detached residential homes.
- (4) The proposed residences shall have exterior façades consisting of brick, stone, stacked stone, board and batten, hardi-plank, or combinations thereof, with complementary accents, and shall be substantially similar to the elevations attached collectively as Exhibit "B." To the extent final elevations are materially different in architectural styling or materials, such elevations shall be subject to approval by City Staff.
- (5) The proposed residences shall have a minimum of 1,850 square feet.
- (6) Applicant agrees to the creation of a mandatory homeowners association consistent with similar upscale communities in the area. The mandatory homeowners association shall be responsible for the upkeep, landscaping, and maintenance of

all common areas, entrance area, mail kiosk, and the like contained within the proposed residential community.

- (7) Additionally, and in conjunction with the creation of the mandatory homeowners association, Applicant agrees to the recording and enforcement of a Declaration of Covenants, Easements, and Restrictions which will contain covenants, rules, and regulations applicable to the proposed development. The mandatory association shall be responsible for the enforcement of the Covenants, Easements, and Restrictions.
- (8) The entrance signage for the proposed community shall be ground based, monument-style signage, and shall consist of brick, stone, stacked stone, stucco, or combinations thereof, with accents, complementary to materials used in the construction of the homes within the community. The entrance landscaping shall be professionally designed and implemented. Maintenance of the entrance area shall be by the mandatory homeowners association as set forth in the Declaration of Covenants, Easements, and Restrictions.
- (9) The setbacks for the proposed residential community shall be as shown on the Site Plan.
- (10) All setbacks, landscape, and buffer areas may be penetrated for purposes of access, utilities, and stormwater management, including, but not limited to, drainage facilities and any and all slopes or other required engineering features of the foregoing. Any disturbed areas must be replanted with like vegetation.
- (11) All designated stormwater management areas shall be fenced with the perimeter landscaped for purposes of visual screening from public right-of-way and adjacent residential properties.
- (12) The mail kiosk shall be constructed and styled to be of a high-quality appearance, including a roof, with materials compatible with those used for the exterior of the residences within the proposed community.
- (13) The proposed community shall have private streets.
- (14) Applicant agrees the Declaration of Covenants, Easements, and Restrictions shall include a provision the community streets will remain private, in perpetuity.

Letter of Agreeable stipulations - Continued

- (15) Applicant agrees to establish and fund a separate account for the benefit of the future homeowners association for purposes of future private street maintenance. Prior to approval of the initial final plat, Applicant agrees to perform a third-party street maintenance reserve study, subject to review and approval by the Cobb County Department of Transportation, and Applicant shall fund the private street maintenance reserve fund with the prescribed amount as determined in the reserve study.
- (16) Applicant agrees the construction of the private streets shall be to public street standards with respect to the profile of the pavement sections.
- (17) Applicant shall be permitted to install mountable curb, rather than high-back curb, to provide better aesthetics and less transitions.
- (18) Applicant agrees to install a protected crosswalk across Old Alabama Road, at its intersection with Cardell Road, subject to approval by Cobb County Department of Transportation.
- (19) Applicant agrees to the Cobb County Department of Transportation Comments and Recommendations.
- (20) Applicant agrees the amenity area shall include a clubhouse in lieu of a cabana.
- (21) Rear and side elevations which face public right-of-way shall include at least fifty (50) percent brick or stone.
- (22) Undisturbed stream buffers shall be placed in a conservation easement, with appropriate fencing or signage indicating the limits for required, undisturbed stream buffers.
- (23) The Covenants shall include a provision prohibiting short-term rentals of any homes.
- (24) Applicant agrees the Covenants shall include a rental restriction of no more than ten (10) percent of the homes; however, prior to the issuance of any building permits, the Applicant has the option to establish the community as a one hundred (100) percent for-lease community, owned, operated, and maintained under the

The Planning Commission recommended denial of the application at the July 2, 2026.

If the application moves forward, staff recommends an additional stipulation regarding development in the floodplain.

Old Alabama Rd, Austell, Georgia, 30168



GEORGIA
FLOOD MAP PROGRAM

Property Flood Risk: **Low Risk**

Current Flood Zone:	x	0.2% ANNUAL CHANCE (100 YEAR) FLOOD DEPTH
Probability of Flooding (30-Year Period):	Not Available	Not Available
Base Flood Elevation:	Not Available	1% ANNUAL CHANCE (100 YEAR) FLOOD DEPTH
Lowest Adj. Grade:	Not Available	10% ANNUAL CHANCE (10 YEAR) FLOOD DEPTH
Preliminary Flood Zone:	Not Available	
Flood Zone Change Type:	Not Available	

(GRAPHIC NOT TO SCALE) *Shows lowest adjacent grade

Location Information

Panel:	13067C0211H
Watershed:	Middle Chattahoochee-Lake Harding
County:	COBB
Community ID:	13067C
Map Status:	EFFECTIVE

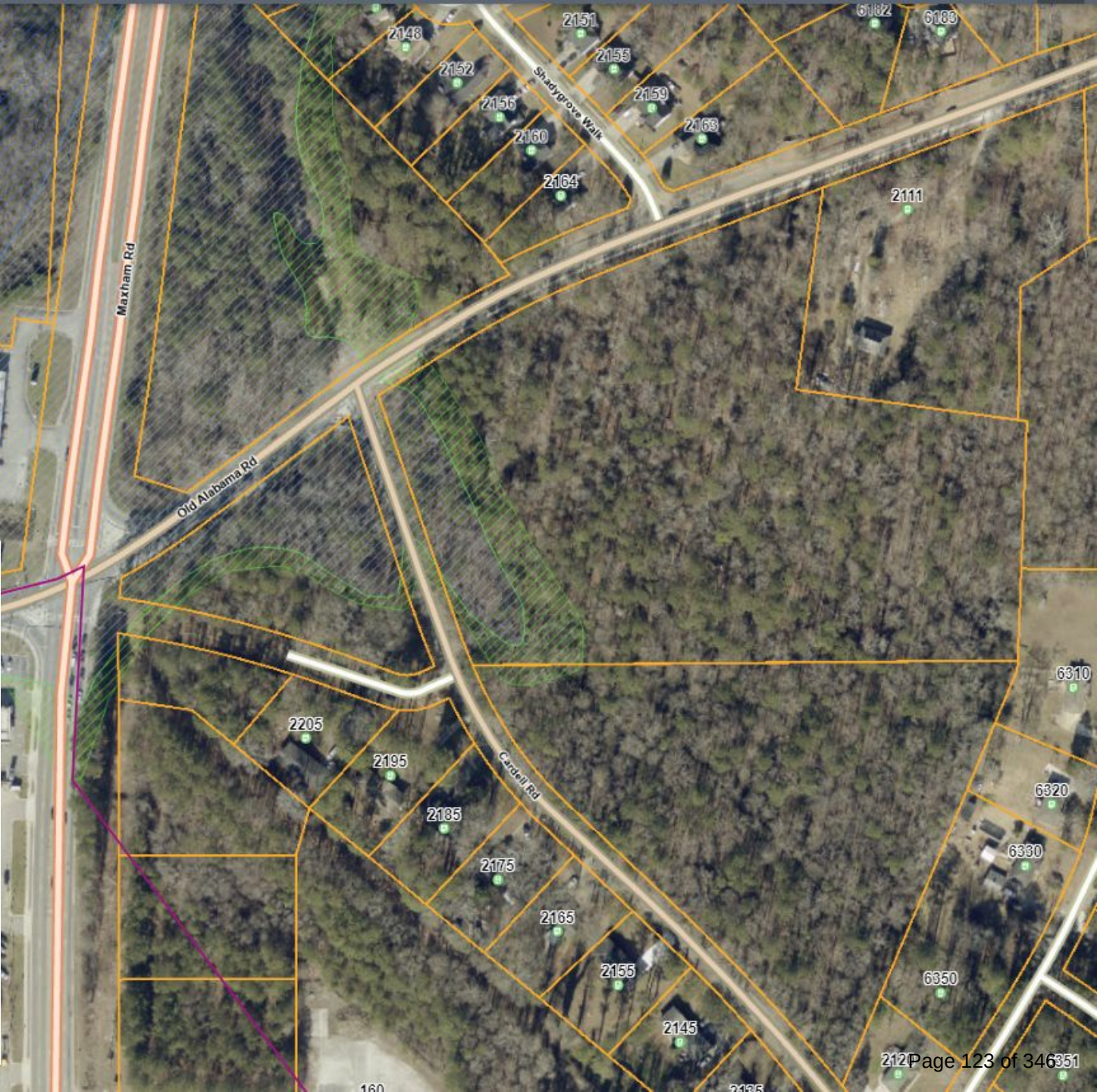
* Flood Depths shown on this report are derived from FEMA RiskMAP products and are rounded to the nearest tenth of a foot. These depths are calculated from HEC-RAS modeling and represent the best available data. Only areas within a RiskMAP studied watershed will have this data available. Please check back if your area is not currently available. For more information, please visit the FEMA Map Service Center at <https://msc.fema.gov/portal/resources>

Nature Doesn't Read Flood Maps

Many people don't understand just how risky the floodplain can be. There is a greater than 26% chance that a non-elevated home in the SFHA will be flooded during a 30-year mortgage period.

The chance that a major fire will occur during the same period is less than 10%!

FOR MORE INFORMATION VISIT, PLEASE VISIT: [FloodSmart.gov](https://www.floodsmart.gov)



Disclaimer: This data is not to be used to determine any base flood elevations or flood zone designations for NFIP (National Flood Insurance Program) purposes. For NFIP flood insurance and regulation purposes, please refer to the published effective FIRM (Flood Risk Insurance Map) for your area of concern. Values displayed for Current Flood Zone, Preliminary Flood Zone, Flood Zone Change Type, and Probability of Flooding over a 30-year period based on center of dot location, not extent of structure(s).



WORKSPACE INFORMATION

Application number RZ-2026-005	Category Rezoning	Workspace state In review
Workspace created 04/23/2026, 12:52:39 PM EDT	Application submitted 04/23/2026, 4:48:36 PM EDT	
Assignee Latemia Richards	Package generation date 06/08/2026, 5:37:49 PM EDT	

LOCATION INFORMATION

Address 630 RIVERSIDE PKWY, SW, City of Mableton	Property information 18086600010,
--	---

PARTIES

NAME AND COMPANY	CONTACT DETAILS	ROLES
Jason Campbell	Suite 100, 376 Powder Springs Street Marietta jcampbell@samslarkinbuff.com +1 7704227016	Applicant
630 Riverside Parkway, LLC Owner Property Owner	320 Wake Robin Road Sunset +1 8643806479	Property owner
Parks Huff Sams, Larkin & Huff, LLP	376 Powder Springs Street Suite 100 Marietta +1 4049758859	Applicant

TABLE OF CONTENTS

Cover page	1
Table of contents	2
Rezoning Application	3-4
Reviews	5
Attachments	6-7



Rezoning Application

1400 Veterans Memorial Highway SE

Suite 134-200, Mableton,

Georgia 30126

Signage Details

Number of Road Frontages

2

Number of Signs Required

Summary of Intent for Rezoning

Rezoning Category

☐ Single Family Residential ☐ Medium or High Density Residential ☒ Commercial Industrial or Office

Summary of Intent

Applicant, SDP Acquisitions, LLC, proposes to rezone the property from LI to HI for the development of an approximate 10,800 square building for the storage of trucks or equipment and and outdoor storage/equipment yard on approximately 4.2 acres of the Subject Property.

Proposed unit square-footage(s)

10800.0 sq.ft.

Acreage

8.83

Proposed building architecture

List all requested variances

None at this time.

Non-residential Rezoning Information

Proposed use(s)

Serving the existing industrial uses in the area which has an emphasis on heavy trucks and heavy equipment that need service, repair and storage.

Proposed hours/days of operation

The official hours of operation will be less, but people will need to be able to during the hours of of 6 a.m.-10 p.m., seven days per week.

Financial Disclosures	
PROPERTY/FINANCIAL DISCLOSURE REPORT BY APPLICANT (A separate form must be completed by each applicant - please see definition below)	*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.
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? ☐ Yes ☒ 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 an entity which has a property interest in the subject property? ☐ Yes ☒ No	
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? ☐ Yes ☒ No	
Certification Date 04/23/2026	

Campaign or political disclosures
CAMPAIGN DISCLOSURE REPORT BY APPLICANT (A separate form must be completed by each applicant)
Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250.00 or more or made gifts having in the aggregate a value of \$250.00 or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? ☐ Yes ☒ No
Certification Date 04/23/2026

REVIEWS

Zoning Review - Draft

Assignee:

Description:

ATTACHMENTS

This section includes relevant information about the various attachments that have been uploaded to the workspaces or that have been generated as part of the workspace. The actual files are not included in this pdf. Refer to other folders within the downloaded file to view the actual files.

Phase: Application
Uploaded on: 04/23/2026, 3:58:24 PM EDT
Attachment type(s): Letter of Intent

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	04/23/2026, 3:58:24 PM EDT	Statement of Intent-SDP Acquisitions, LLC.pdf	application/pdf

Phase: Application
Uploaded on: 04/23/2026, 3:59:42 PM EDT
Attachment type(s): Legal Description, Warranty Deed

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	04/23/2026, 3:59:42 PM EDT	DE-15785-4584.pdf	application/pdf

Phase: Application
Uploaded on: 04/23/2026, 4:04:46 PM EDT
Attachment type(s): Tax Receipt

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	04/23/2026, 4:04:46 PM EDT	Cobb Tax Rec-PIN 18086600010.pdf	application/pdf

Phase: Application
Uploaded on: 04/23/2026, 4:14:18 PM EDT
Contents: Constitutional Challenge
Attachment type(s): Additional Documentation

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	04/23/2026, 4:14:18 PM EDT	Constitutional Challenge.pdf	application/pdf

Phase: Application
Uploaded on: 04/23/2026, 4:18:01 PM EDT
Contents: Site Plan
Attachment type(s): Site Plan

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	04/23/2026, 4:18:01 PM EDT	2026.04.23 - 2026106cp4.pdf	application/pdf

Phase: Application
Uploaded on: 04/23/2026, 4:22:36 PM EDT
Contents: Property Owner's Signature Page
Attachment type(s): Notarized Owner Authorization

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	04/23/2026, 4:22:36 PM EDT	SIGNED-Signature Page-Property Owner-630 Riverside Pkwy Notarized.pdf	application/pdf

Phase: Application
Uploaded on: 04/23/2026, 4:25:39 PM EDT
Contents: SIGNED Certificate of Corporate Authority from Property Owner
Attachment type(s): Corporate Documentation

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	04/23/2026, 4:25:39 PM EDT	SIGNED-Certificate of Authority-630 RIVERSIDE PARKWAY, LLC.pdf	application/pdf

Phase: Application
Uploaded on: 06/01/2026, 3:16:52 PM EDT
Contents: Posted Notice Sign 1
Attachment type(s): Additional Documentation
Drawing number: Sign 1

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	06/01/2026, 3:16:52 PM EDT	Sign 1.pdf	application/pdf

Phase: Application
Uploaded on: 06/01/2026, 3:18:12 PM EDT
Contents: Posted Notice Sign 2
Attachment type(s): Additional Documentation
Drawing number: Sign 2

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	06/01/2026, 3:18:12 PM EDT	Sign 2.pdf	application/pdf

Phase: Application
Uploaded on: 06/01/2026, 3:19:22 PM EDT
Contents: POSTMARKED Notice Letter Mailing Pkg
Attachment type(s): Additional Documentation

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	06/01/2026, 3:19:22 PM EDT	POSTMARKED Notice Letter Pkg-SDP Acq RZ-2026-005 2026-05-29 02:37:50 PM.pdf	application/pdf

ATTACHMENT TO APPLICATION FOR REZONING

Application No.: _____

PC Hearing Date: _____

Mayor & Council
Hearing Date: _____

Applicant: SDP Acquisitions, LLC

Titleholder: 630 RIVERSIDE PARKWAY, LLC

Parcel #: 18086600010

The undersigned(s) below, or as attached, is the owner of the property considered in this application.

630 RIVERSIDE PARKWAY, LLC

Mike Blackburn

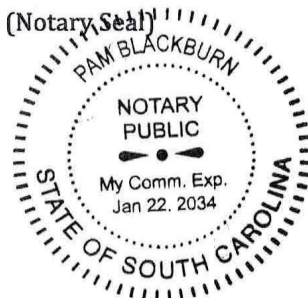
Printed Name: Mike Blackburn

Date: 4/15/2026

Address: 320 Wake Robin Drive
SUNSET, SC 29685

Telephone No.: (864) 380-6479

Pam Blackburn 4-15-2026
Signature of Notary Public Date





Printed: 4/13/2026

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
MIKE BLACKBURN CONTRACTORS INC

630 RIVERSIDE PARKWAY LLC

Payment Date: 8/27/2025

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2025	18086600010	10/15/2025	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$8,017.60	\$0.00	



Scan this code with your
mobile phone to view
this bill!!

TO THE MAYOR AND CITY COUNCIL
MABLETON, GEORGIA

CONSTITUTIONAL CHALLENGE

COMES NOW, SDP ACQUISITIONS, LLC, hereinafter referred to as the "Applicant", and assert the following, to wit:

1.

By application to which this exhibit relates, Applicant has applied for a Rezoning concerning certain real property lying and being in Mableton, Cobb County, Georgia, a more particular description and delineation of the subject property hereinafter referred to as the "Property", being set forth in said Application.

2.

The Application for Zoning of the property seeks a rezoning from the existing category of Light Industrial ("LI"), as established by the governing authority of Mableton, Georgia to the zoning category of Heavy Industrial ("HI") as proposed by the Applicant.

3.

Denying the requested zoning would be unconstitutional. The zoning category of LI is unconstitutional in that it deprives the Applicant under and pursuant to Article 1, Section I, Paragraphs I and II of the Georgia Constitution of 1983 and the Equal Protection and Due Process clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States. This deprivation of property without due process violates constitutional prohibitions against the taking of private property without just compensation.

4.

The zoning classification of HI is constitutional, and the City of Mableton should allow this category to be used by the applicant and property owner. Denying the HI zoning would not bear a substantial relation to the public health, safety, morality or general welfare and is, therefore, confiscatory and void. Further, said change is unconstitutional in that it is arbitrary and unreasonable, resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss upon the Applicant.

5.

The City of Mableton Zoning Ordinance is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with zoning applications also violates the aforementioned constitutional provisions in that said procedures contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issues at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law.

(signature appears on next page)

Respectfully submitted, this the 24th day of April 2026.

SAMS, LARKIN & HUFF, LLP

A handwritten signature in black ink, appearing to read "Parks F. Huff". The signature is written in a cursive, flowing style.

By: _____

PARKS F. HUFF
Attorney for Applicant
Ga. Bar No. 375010

Please return to:
Sams, Larkin & Huff, LLP
376 Powder Springs Street, Suite 100
Marietta, Georgia 30064
Attn: Joel L. Larkin, Esq.
(770) 422-7016

STATE OF GEORGIA

COUNTY OF COBB

LIMITED WARRANTY DEED

THIS DEED made this 14th day of August, 2020, between **MARILYN HARTMAN CATES**, an individual resident of the State of Georgia ("Grantor") and **630 RIVERSIDE PARKWAY, LLC**, a South Carolina limited liability company ("Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns, where the context hereof requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and 00/100ths Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to wit:

All that tract or parcel of land lying and being in Land Lots 866 and 872 of the 18th District, 2nd Section, Cobb County, Georgia and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said described 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 Grantee, forever, in **FEE SIMPLE**.

AND, SUBJECT TO the title matters expressly set forth on **Exhibit "B"**, if any, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the claims by, under or through Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed,
the day and year written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



UNOFFICIAL WITNESS


MARILYN HARTMAN CATES [Seal]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

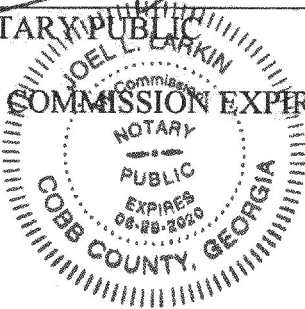


Exhibit "A"

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 866 & 872, OF THE 18th DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF THE WESTERN R/W OF BOB WHITE ROAD (VARIABLE R/W) AND THE NORTHERN R/W OF RIVERSIDE PARKWAY (VARIABLE R/W), SAID POINT BEING THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING AND ALONG THE NORTHERN R/W OF RIVERSIDE PARKWAY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1668.66 FEET AND AN ARC LENGTH OF 248.14 FEET, BEING SUBTENDED BY A BEARING OF SOUTH 45 DEGREES 04 MINUTES 29 SECONDS WEST A DISTANCE OF 247.91 FEET TO A POINT, THENCE CONTINUING ALONG SAID R/W SOUTH 40 DEGREES 48 MINUTES 54 SECONDS WEST A DISTANCE OF 139.44 FEET TO A POINT, THENCE LEAVING SAID R/W NORTH 01 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 40.45 FEET TO A POINT ON THE SOUTHERN LAND LOT LINE OF LAND LOT 866, THENCE ALONG SAID LAND LOT LINE NORTH 89 DEGREES 59 MINUTES 55 SECONDS WEST A DISTANCE OF 419.14 FEET TO A POINT, THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST A DISTANCE OF 216.65 FEET TO A POINT, THENCE LEAVING SAID LAND LOT LINE NORTH 41 DEGREES 39 MINUTES 36 SECONDS EAST A DISTANCE OF 1161.30 FEET TO A POINT ON THE WESTERN R/W OF BOB WHITE ROAD, THENCE ALONG SAID R/W SOUTH 21 DEGREES 01 MINUTES 20 SECONDS EAST A DISTANCE OF 140.95 FEET TO A POINT, THENCE SOUTH 35 DEGREES 12 MINUTES 33 SECONDS WEST A DISTANCE OF 37.01 FEET TO A POINT, THENCE SOUTH 20 DEGREES 54 MINUTES 53 SECONDS EAST A DISTANCE OF 90.73 FEET TO A POINT, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 465.95 FEET AND AN ARC LENGTH OF 134.13 FEET AND BEING SUBTENDED BY A BEARING OF SOUTH 12 DEGREES 40 MINUTES 05 SECONDS EAST A DISTANCE OF 133.67 FEET TO A POINT, THENCE SOUTH 82 DEGREES 52 MINUTES 56 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 560.29 FEET AND AN ARC DISTANCE OF 206.39 FEET BEING SUBTENDED BY A BEARING OF SOUTH 14 DEGREES 43 MINUTES 11 SECONDS EAST A DISTANCE OF 205.23 FEET TO A POINT, THENCE SOUTH 07 DEGREES 21 MINUTES 43 SECONDS WEST A DISTANCE OF 51.80 FEET TO A POINT ON THE NORTHERN R/W OF RIVERSIDE PARKWAY (70' R/W), SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 8.83 AC/384,443 SQ.FT.

Exhibit "B"
Permitted Exceptions

1. All taxes for the year 2020 and subsequent years, not yet due and payable.
2. Sanitary sewer easement from Marilyn Hartman Cates to Cobb County, dated February 20, 1985, filed for record March 5, 1985, recorded in Deed Book 3420, Page 332, Cobb County, Georgia Records.
3. Sanitary sewer easement reserved in limited warranty deed from Marilyn Hartman Cates to Georgia Industrial Developments, LLC, dated June 11, 2002, filed for record June 20, 2002, recorded in Deed Book 13551, Page 4471, Cobb County, Georgia Records.
4. Right of way deed from Marilyn Hartman Cates to Cobb County, Georgia dated June 12, 2015, filed for record July 9, 2015, recorded in Deed Book 15257, Page 483, Cobb County, Georgia Records.
5. All those matters (including the "telephone line") shown on that certain plat recorded at Plat Book 22, Page 72, Cobb County, Georgia Records.

CERTIFICATE REGARDING CORPORATE AUTHORITY- APPLICATION FOR REZONING

1.

My name is Mike Blackburn. I am the officer who is delegated the responsibility for authenticating records of **630 RIVERSIDE PARKWAY, LLC**, a South Carolina Limited Liability Company (Titleholder Company). I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given on my own personal knowledge for use with respect to the Applicant's Application for Rezoning regarding certain real property owned by the Titleholder Company located in Mableton, Cobb County, Georgia.

2.

In accordance with the Requirements for completing a Mableton Application for Rezoning, I hereby attest on behalf of the Applicant and Titleholder Company that an authorized representative of Applicant and Titleholder Company has reviewed the Application for Rezoning and related documents which are being filed simultaneously therewith on behalf of the Applicant Company (collectively, the "Application for Rezoning") to which this Certificate is attached and hereby certify:

- (a) That corporate seal or facsimile affixed hereto is in fact the seal of the Applicant and Titleholder Company or a true facsimile thereof; and
- (b) That the officer or other representative of the Applicant and Titleholder Company who executed the Application for Rezoning does in fact occupy the official position indicated, that the position that the signer occupies has the authority to execute the Application for Rezoning on behalf of the Applicant and Titleholder Company, and that the signature of said officer or other representative is genuine; and
- (c) That the execution of the Application for Rezoning and the filing of the Application for Rezoning on behalf of the Applicant and Titleholder Company by the officer or other representative of the Applicant Company has been duly authorized by the Titleholder Company.

630 RIVERSIDE PARKWAY, LLC

DocuSigned by:
By: Mike Blackburn
B5E68F1ED0CB456...

Print Name Mike Blackburn

Its: Owner

(SEAL)



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

CITY OF MABLETON PLANNING COMMISSION SUMMARY REPORT

Case Number: REZ 2026-005

Current Zoning: Light Industrial (LI) District

Proposed Request: Applicant is requesting to rezone the property to Heavy Industrial (HI) for the development of a 10,800-square-foot building for the storage of trucks and outdoor equipment.

APPLICANT & PROPERTY INFORMATION

Name: SDP Acquisitions, LLC

Property Address: 630 Riverside Parkway SW

City/State: Mableton, Georgia 30126

Acreage: 8.83

District: 1

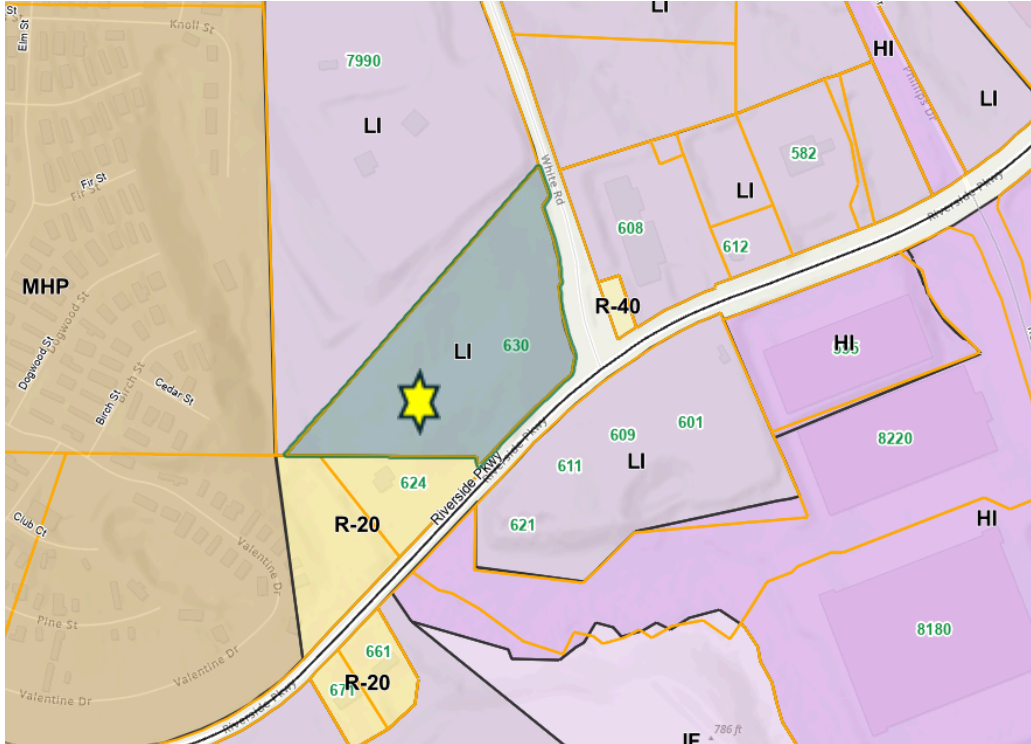
Parcel Identification: 18086600010

Future Land Use: Industrial Compatible

PURPOSE OF REQUEST

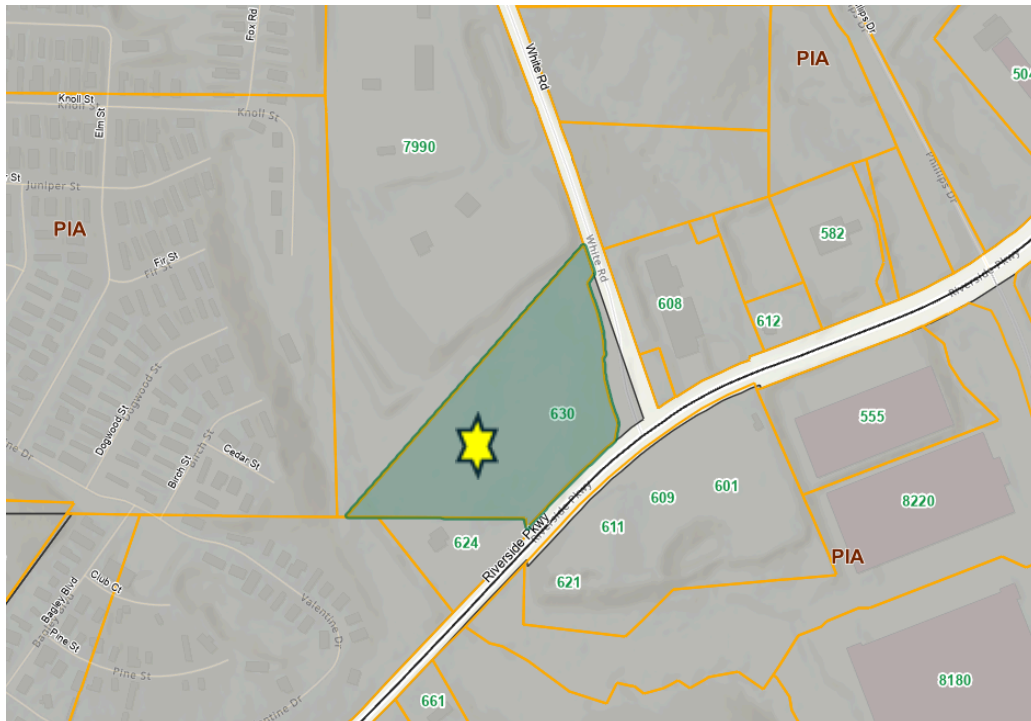
The applicant, SDP Acquisitions LLC, is requesting to rezone from the Light Industrial (LI) District to the Heavy Industrial (HI) District for the development of an approximate 10,800 square-foot building that will store outdoor and trucking equipment at 630 Riverside Parkway.

ZONING MAP (Light Industrial, LI)



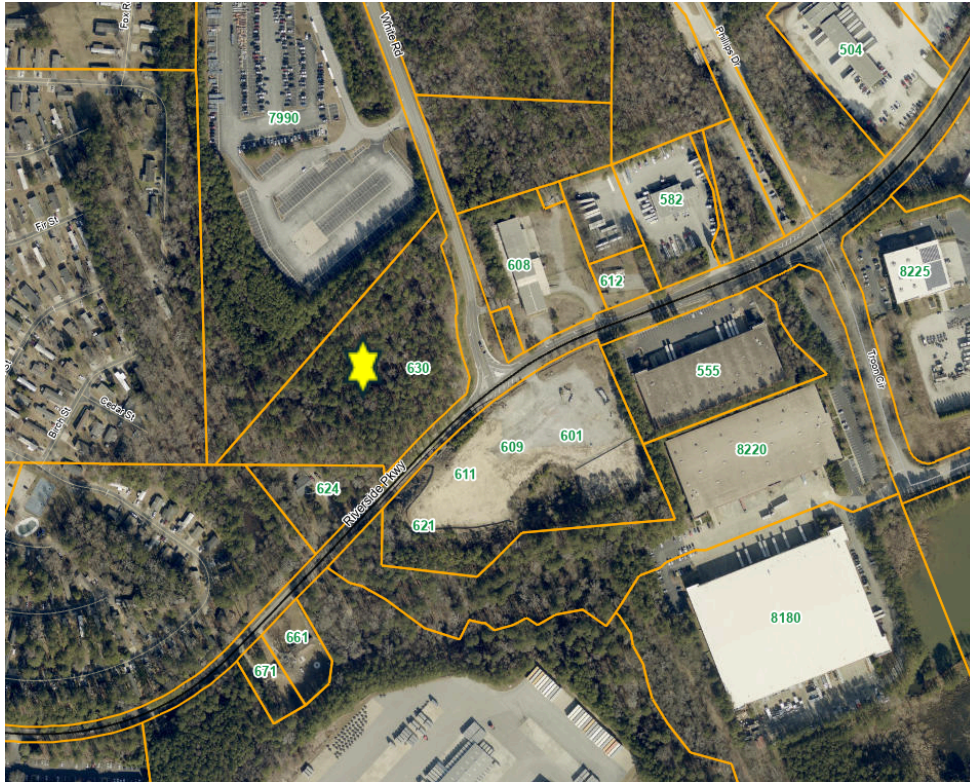
Star: Location of Subject Property

FUTURE LAND USE MAP (Priority Industrial Area, PIA)



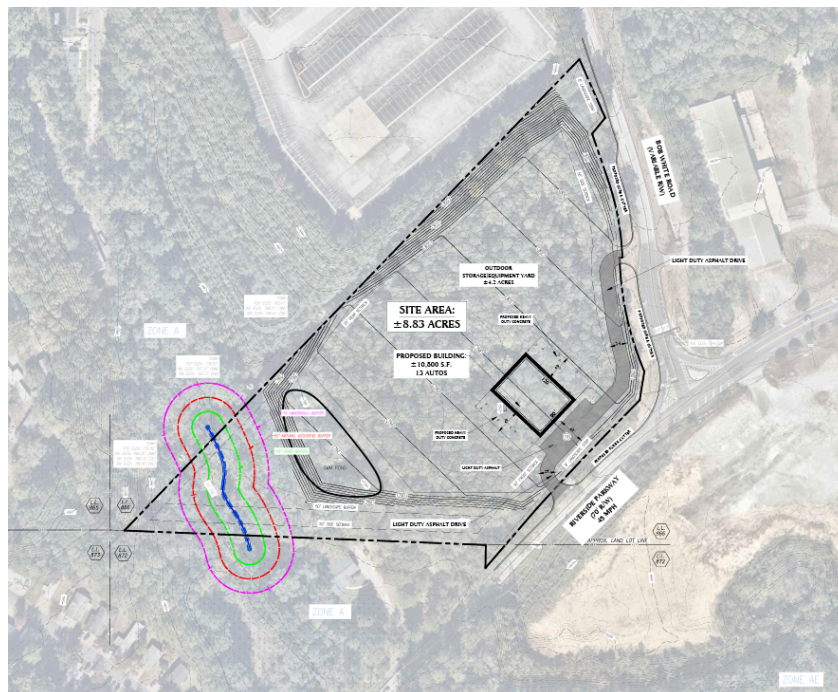
ARERIAL MAP

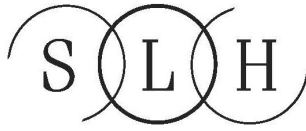
Star: Location of Subject Property



Star: Location of Subject Property

SITE PLAN





GARVIS L. SAMS, JR.
(1952-2025)
JOEL L. LARKIN
PARKS F. HUFF

SAMS, LARKIN & HUFF
A LIMITED LIABILITY PARTNERSHIP
SUITE 100
376 POWDER SPRINGS STREET
MARIETTA, GEORGIA 30064-3448

770•422•7016
TELEPHONE
770•426•6583
FACSIMILE

July 30, 2026

VIA EMAIL:

Ms. Tina Garver
Deputy Community Development Director
City of Mableton
6116 Mableton Parkway, Suite 144
Mableton, Georgia 30126

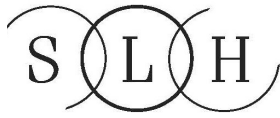
**Re: Proposed Zoning Stipulations for SDP Development at Riverside Parkway
and Bob White Road**

Dear Ms. Garver:

On behalf of SDP, please accept this letter outlining proposed zoning stipulations for the development of the parcel located at the intersection of Riverside Parkway and Bob White Road. The property is currently undeveloped, and the properties to the north, south, and east are developed with industrial uses. The property to the southeast is separated from the subject property by a state waters buffer area and is a legacy residential lot. The area is designated for industrial use in the City's land use plan and was previously identified for industrial use in the County's land use plan. SDP proposes to develop the property with an industrial building and related industrial parking to provide services to the surrounding industrial parks, including equipment storage and repair. The proposed development includes paved parking areas for customers and employees, as well as gravel areas intended to accommodate heavier equipment that may damage asphalt surfaces. This type of equipment and heavy vehicle parking is consistent with uses on adjacent industrial properties.

The applicant proposes the following stipulations to be included as conditions of approval:

- 1) Rezoning of the property to the LI zoning district, with a variance to allow gravel parking as depicted on the submitted site plan attached as Exhibit" A."
- 2) The following uses shall not be permitted on the property: assembly hall, bus station, church, club or lodge, community fair, dairy, dry cleaning plant, funeral home, golf course, group home, livestock sales provision, pawn shop, and homeless shelter.



VIA EMAIL:

Ms. Tina Garver
Deputy Community Development Director
City of Mableton
July 30, 2026
Page 2

- 3) During plan review, the applicant shall submit a detailed lighting plan demonstrating that site lighting will be directional and aimed away from residential property and roadways.
- 4) No bulk storage of hazardous materials shall be permitted on the property.
- 5) Outdoor noise-generating activity shall be limited during nighttime hours between 11:00 p.m. and 7:00 a.m., consistent with the City of Mableton Noise Ordinance found in Chapter 13 of the City of Mableton Code of Ordinances.
- 6) The site shall be developed substantially consistent with the submitted site plan, including landscaping to screen parking areas and enclosure of the site with a vinyl-coated chain-link fence.
- 7) Anodized aluminum fencing shall be installed along the Riverside Parkway frontage, as depicted on the submitted site plan.
- 8) The architecture of the proposed building shall be consistent with the attached Exhibit "B."

We respectfully request that these stipulations be considered as part of the zoning approval for the proposed development. Please let us know if any additional information is needed.

Sincerely,

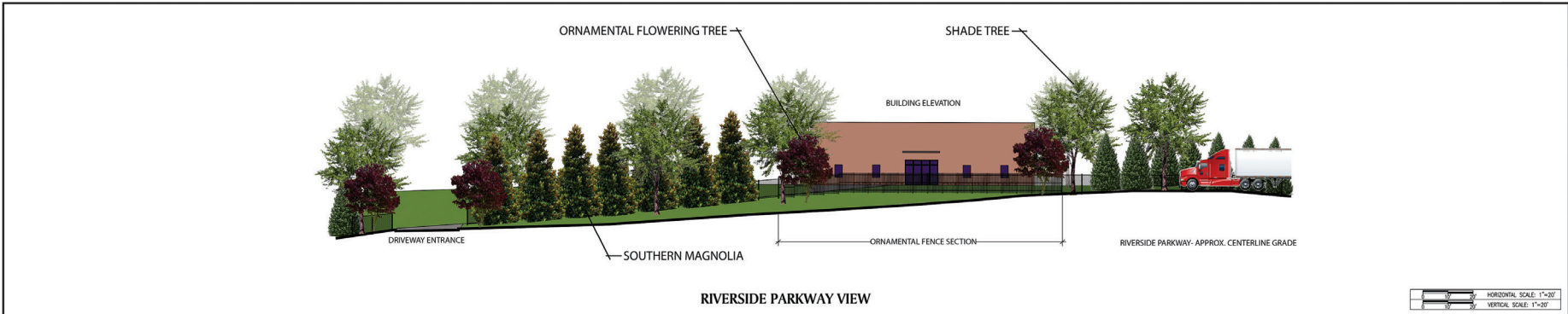
SAMS, LARKIN & HUFF, LLP

A handwritten signature in black ink, appearing to read "Parks F. Huff".

Parks F. Huff
phuff@samslarkinhuff.com

PFH/jac
Attachments





RIVERSIDE PARKWAY VIEW



BOB WHITE ROAD VIEW



WHITE OAK
(*Quercus bicolor*)



AMERICAN ELM "PRINCETON"
(*U. americana* var. "Princeton")



REDBUD (*Cercis canadensis*)



SERVICEBERRY (*Amelanchier*. spp)



DOGWOOD (*Cornus*. spp)



SOUTHERN MAGNOLIA (*M. grandiflora*)



AMERICAN HOLLY (I. opaca)



GREEN GIANT ARBORVITAE (T. x Green Giant)

PROPOSED SCREENING TREES:

- DBL STAGGERED ROW AT ± 15 FT SPACING
- 6 FT HT MIN. WHEN INSTALLED, PER CODE
- TREES WILL ATTAIN 30-50 FT MATURE HT

- TREE TYPES WILL INCLUDE EVERGREEN, SHADE AND ORNAMENTAL & FLOWERING :

SHADE
AMERICAN ELM
OAKS
MAPLES

FLOWERING ORN.
REDBUD
DOGWOOD
SERVICEBERRY

EVERGREENS
GREEN GIANT ARBORVITAE
AMERICAN HOLLY
SOUTHERN MAGNOLIA

SCALE: 1" = 40'

PROJECT:

**RIVERSIDE
PARKWAY
INDUSTIAL**

LAND LOTS 866 & 872
18TH DISTRICT, 2ND SECTION
COBB COUNTY, GEORGIA

FOR:



3715 NORTHSIDE PARKWAY
BUILDING 400, SUITE 425
ATLANTA, GA 30327

COA-PEF001716 • EXP. - 6/30/2028

REVISIONS



Know what's below.
Call before you dig.

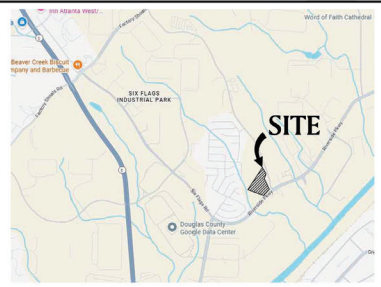
24 HR EMERGENCY CONTACT
MR. JOHN YOUNG, JR.
404.852.2214

2026106 render base d100.dwg

SCREENING EXHIBIT

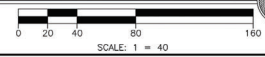
SHEET **EXH-1A**

UNDISTURBED BUFFER PER CODE SUPPLEMENTED WITH LANDSCAPING AS NEEDED TO MEET ALL CODE REQUIREMENTS



VICINITY MAP

SITE PLAN



PAULSON-MITCHELL-WISE
— CIVIL ENGINEERS & PLANNERS —
85-A MILL STREET
SUITE 300
ROSWELL, GA 30075
INFO@CIVILPMV.COM
770.650.7685
CIVILPMV.COM

PROJECT:
RIVERSIDE PARKWAY INDUSTRIAL
LAND LOTS 866 & 872
18TH DISTRICT, 2ND SECTION
COBB COUNTY, GEORGIA

FOR:
STRATEGIC
REAL ESTATE PARTNERS, LLC
3715 NORTHSIDE PARKWAY
BUILDING 400, SUITE 425
ATLANTA, GA 30327

CDIA/PER001216 • EXP. - 6/30/2028
REVISIONS
7/29/26
PROGRESS PRINT

GEORGIA811
Utilities Protection Center, Inc.
Know what's below.
Call before you dig.
24 HR EMERGENCY CONTACT
MR. JOHN YOUNG, JR.
404.852.2214

2026106 render base c100.dwg
SHEET **C-100**

STATE OF GEORGIA
COBB COUNTY
CITY OF MABLETON, GEORGIA

ORDINANCE 2026-08-0

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF MABLETON, GEORGIA BY REZONING A CERTAIN PARCEL OF REAL PROPERTY LOCATED AT 630 RIVERSIDE PARKWAY SW, MABLETON, GEORGIA (COBB COUNTY PIN 18086600010); 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 **8.83 acres** and is located at **630 Riverside Parkway SW**, according to the present system of numbering property in Mableton, Cobb County, Georgia, Cobb County Tax Parcel Identification Number **18086600010** (the “Property”); and

WHEREAS, the Property is currently zoned as **Light Industrial (LI) District**; and

WHEREAS, the owner/applicant, **SDP Acquisitions LLC**, filed an application requesting the governing authority to rezone the Property to **Heavy Industrial (HI) District**, with the intention of developing the parcel to build a 10,800 square-foot building and to allow the storage of trucks and outdoor equipment on the property.

WHEREAS, the City has complied with the notice and hearing requirements pursuant to applicable law; and

WHEREAS, the Mayor and Council have determined that the rezoning of the Property to HI, 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 ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MABLETON:

Section 1. That certain parcel of real property consisting of approximately **8.83 acres**, **630 Riverside Parkway SW** (Cobb County Tax Parcel Identification Number: **18086600010**) is hereby rezoned from **Light Industrial (LI)** to **Light Industrial (LI) with stipulations** for the

development of a 10,800 square-foot building for the storage of trucks and outdoor equipment.

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, City Attorney

EXHIBIT A
STIPULATIONS AND CONDITIONS OF APPROVAL

CASE NO.: REZ 2026-005

APPLICANT: SDP Acquisitions, LLC

PROPERTY: 630 Riverside Parkway SW

PIN: 18086600010

Based on the preceding analysis, staff recommends **DELETION** of the rezoning application **REZ2026-005** to rezone the property from Light Industrial (LI) to Light Industrial (LI) zoning district, subject to the following conditions:

1. Subject to all conditions outlined in the applicant's letter of agreeable conditions dated July 30, 2026, except as modified below.
2. Outdoor noise generating activities that exceed the city's noise ordinance shall not occur within the hours of 9:00 PM – 7:00 AM.
3. Anodized aluminum fencing shall be installed as shown on the site plan dated 7/29/2026, with final design subject to the approval of the community development director. All fencing shall be installed behind a landscape with a minimum of 8 feet as shown on the site plan.
4. Outdoor storage shall be limited to the gravel area on the site plan and shall not include junk or equipment in inoperable condition. If the licensed use involves repair, no vehicle or equipment being repaired shall remain on premises for a period exceeding 5 days unless parts have been ordered, not to exceed 30 days. The total number of vehicles waiting for parts shall not exceed 10 vehicles.
5. Outdoor storage, loading activities, and heavy truck operations shall be concentrated toward the interior and eastern portions of the property to minimize impacts on adjacent residential uses.
6. A minimum 50-foot natural undisturbed buffer shall be maintained and enhanced along the southern property line adjoining the R-20 district, supplemented with evergreen landscaping to provide an opaque visual screen
7. The required stream buffer shall be permanently protected by a recorded conservation easement prior to issuance of a Land Development Permit. No grading, clearing, filling, material storage, or other land disturbance shall occur

within the stream buffer. Any area required for permitted utility work shall not be required to be placed in a conservation easement.

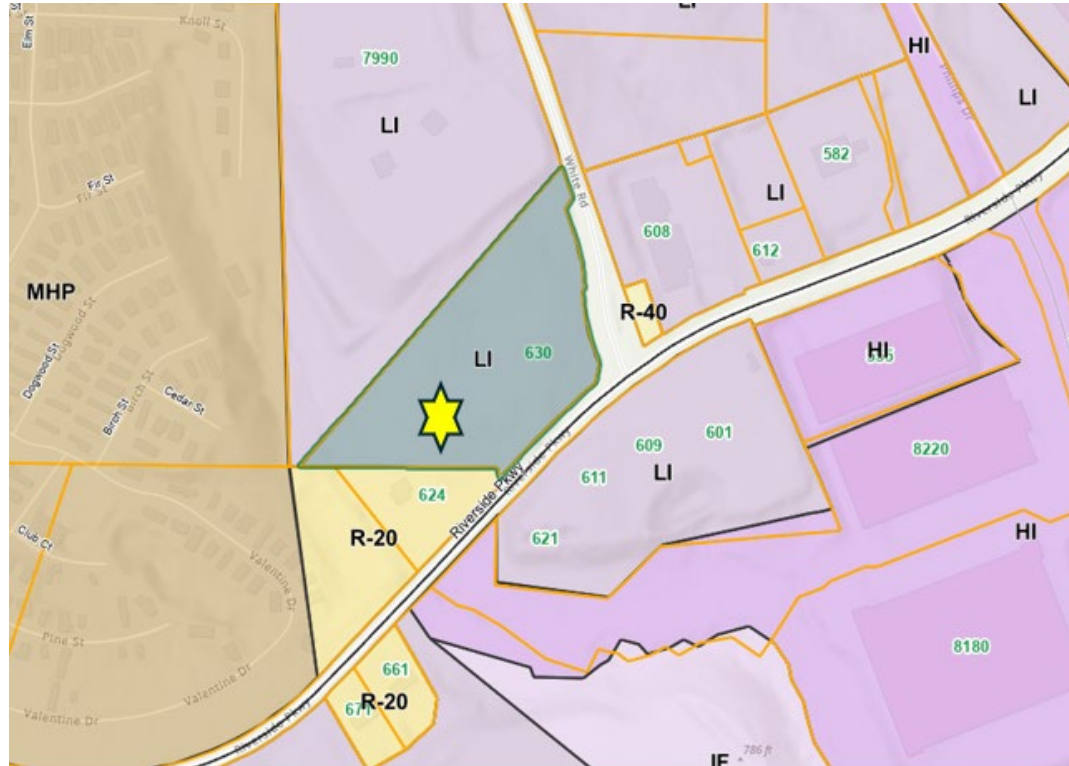
8. The outdoor storage area shall be enclosed by an 8-foot fence and screened from White Road and Riverside Parkway with a landscaped buffer as shown on the site plan, with a minimum of one tree planted every 20 feet. Landscaping along Bob White Road and Riverside Parkway shall be as shown on the screening exhibit dated 8/3/2026.
9. No fencing or storage shall be located within any setback, except fencing may be in the front setback for security of the front parking lot and drive aisle as shown on the site plan.
10. Landscape strips along White Road and Riverside Parkway shall be installed in accordance with the City of Mableton Zoning Ordinance and applicable landscape standards, including required street trees, shrubs, and groundcovers.
11. Access shall be limited to approved driveways on White Road and Riverside Parkway, with pavement designed to accommodate heavy truck traffic. Truck parking, staging, and idling on White Road and Riverside Parkway shall be prohibited. All such activities shall occur on-site.
12. Gravel parking shall be permitted only within designated equipment and trailer storage areas shown on the approved site plan, as would be allowed in the HI zoning district as stated in Section 7.18 C, for Heavy Industrial zoned properties.
13. Fence shall be located no closer than the front of the building along Riverside Pkwy. Fencing along Bob White Rd shall be located behind a 20 ft landscape buffer with final placement subject Community Development Director.
14. Employee parking, customer parking, ADA-accessible parking spaces, and accessible routes shall be paved with asphalt or concrete in accordance with applicable development standards and accessibility requirements.
15. Prior to issuance of a Building permit, the applicant shall submit complete architectural plans, including scaled building elevations, floor plans, exterior material specifications, dimensions, and building details sufficient to demonstrate compliance with the City of Mableton Zoning Ordinance and applicable Cobb County Development Standards. Buildings shall include a full brick façade facing Riverside Pkwy and substantial brick along the White Road frontage to include full brick around the entry with a minimum 4-foot brick water table for the remaining frontage.
16. Adherence to all applicable requirements and recommendations of Cobb County Water System, Stormwater Management, Fire Marshal, and Department of Transportation (DOT).

17. Gates to the parking lot shall be located a minimum of 50' from the right -of-way, unless otherwise approved by Cobb County DOT. Gates shall remain open during operating hours.
18. Prohibited uses identified in the letter of agreeable stipulations be amended to include salvage yard and scrap metal processing.

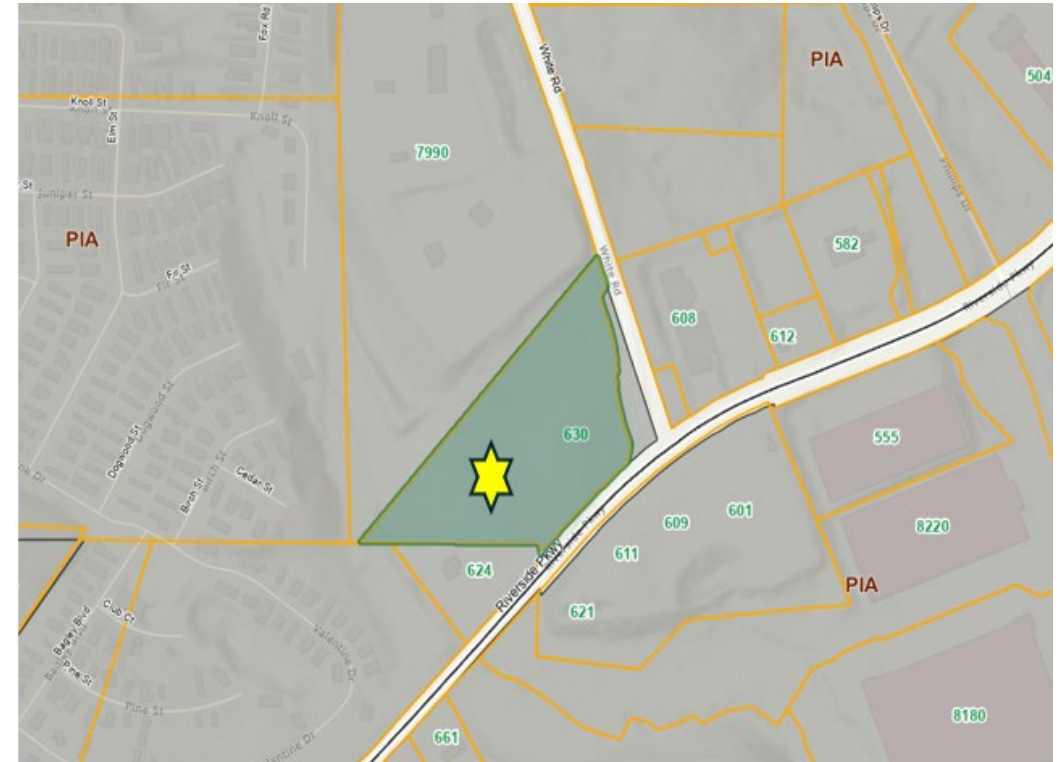
REZ2026-005 / 630 Riverside Parkway SW

- **Case Number:** REZ 2026-05
- **Current Zoning:** LI Zoning District
- **Proposed Request:** Applicant is requesting to rezone the property to HI (Heavy Industrial) for the development of a 10,800- square-foot building for the storage of trucks and outdoor equipment.
- **Name:** SDP Acquisitions, LLC
- **Property Address:** 630 Riverside Parkway SW
- **City/State:** Mableton
- **Acreage:** 8.83
- **District:** 1; Council member Ron Davis
- **Parcel Identification:** 18086600010
- **Future Land Use:** Priority Industrial Area.
- **Council Hearing Date:** 08/26/2026

Zoning Map and FLU Map



Star: Location of Subject Property



Star: Location of Subject Property

Cobb County Adopted Future Land Use

PRIORITY INDUSTRIAL AREA (PIA)



DEFINITION:

Priority Industrial Area supports the strategic protection of the most important Industrial and Industrial Compatible land areas in unincorporated Cobb County. The Board of Commissioners have identified specific priority industrial areas (PIA).

These sites are the areas that, through research, evaluation and industrial site selection best practices, are areas considered most important to provide future industrial type job producing sectors. Due to the urbanizing nature of Cobb County, the reduced quantity of undeveloped land and the recent trends that have converted industrial lands to other productive land uses, it is imperative to evaluate land use policy in greater detail as it relates to important industrial areas.

PRIORITY INDUSTRIAL AREA SUB-AREA CLASSIFICATIONS

Each part of the County designated as a PIA has sub-categories that guide development within each of these industrial areas. The descriptions of the categories are as follows:

Priority Industrial Area - Medium Density Residential (PIA-mdr)

Medium Density Residential are areas that are currently residential at two and one-half (2.5) and five (5) dwelling units per acre that should transition to light industrial, office/warehouse, or light manufacturing uses over time.

Priority Industrial Area - Community Activity Center (PIA-cac)

Community Activity Center areas currently support retail type uses that should transition to light industrial, industrial, office/warehouse, distribution or light manufacturing uses over time. Small supportive retail uses serving the needs of the surrounding industrial users may be appropriate on a case-by-case basis in the Community Activity Center subcategory.

Priority Industrial Area - Industrial Compatible (PIA-ic)

Industrial Compatible subcategories can support light industrial, office/warehouse and distribution uses.

Priority Industrial Area - Industrial (PIA-ind)

Industrial subcategories can support heavy industrial and manufacturing uses.

INDUSTRIAL COMPATIBLE (IC)



DEFINITION:

Industrial Compatible provides for areas that can support light industrial, office/warehouse and distribution uses. Typical land uses for these areas include professional business parks and distribution centers. Compatible Zoning Districts, Policy guidelines and Small Area Policy Guidelines for this category are listed below.

COMPATIBLE ZONING DISTRICTS:

OS, TS, LI

HI REZONING IS NOT COMPATIBLE

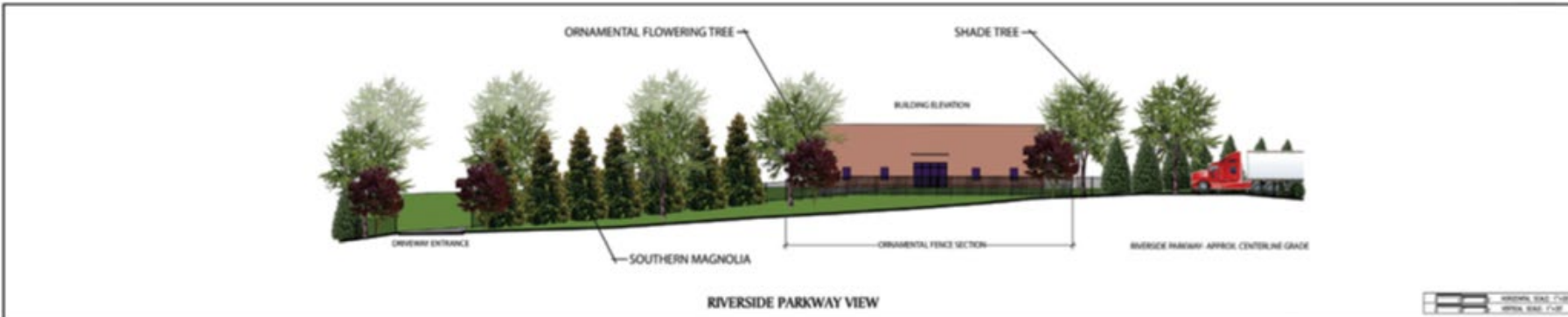
Aerial Map



Star: Location of Subject Property

Site Plan





RIVERSIDE PARKWAY VIEW



BOB WHITE ROAD VIEW



WHITE OAK
(*Quercus bicolor*)



AMERICAN ELM "PRINCETON"
(*U. americana* var. "Princeton")



RED-BELLIED (Cercis canadensis)



SERVICEBERRY (*Amelanchier* spp.)



DOGWOOD (*Cornus* spp.)

SOUTHERN MAGNOLIA (*M. grandiflora*)AMERICAN HOLLY (*I. opaca*)

GREEN GIANT ARBOREYAE (T. x Green Giant)

PROPOSED SCREENING TREES:
- DBL STAGGERED ROW AT $\approx$ 15 FT SPACING
- 6 FT HT MIN. WHEN INSTALLED, PER CODE
- TREES WILL ATTAIN 30-50 FT MATURE HT

- TREE TYPES WILL INCLUDE EVERGREEN, SHADE AND ORNAMENTAL & FLOWERING ;

SHADE
AMERICAN ELM
OAKS
MAPLES

FLOWERING ORN
REDBUD
DOGWOOD
SERVICEBERRY

EVERGREENS
GREEN GIANT ARBOVITAE
AMERICAN HOLLY
SOUTHERN MAGNOLIA

[illegible]

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770.650.7683
CIVILPNW.COM

— CIVIL ENGINEERS & PLANNERS

85-A MILL STREET
SUITE 200
ROSWELL, CA 94075

PROJECT

RIVERSIDE
PARKWAY
INDUSTIAL

LAND LOTS 806 & 872
18TH DISTRICT, 2ND SECTION
COBB COUNTY, GEORGIA

100



3715 NORTHSIDE PARKWAY
BUILDING 400, SUITE 425
ATLANTA, GA 30327

8/3/20

CLASIFICACIÓN = 2007 - 610.0000

REVISIONS



Keep your beliefs.
Call before you dig.

24 HR EMERGENCY CONTACT
MR. JOHN YOUNG, JR.
404.852.2214

2025-106 render base c4010493

SCREENING EXHIBIT

SHEET EXH-1A

Elevation



Section 2.03 (3) a-e of the Zoning ordinance 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.**

- 1) Rezoning of the property to the LI zoning district, with a variance to allow gravel parking as depicted on the submitted site plan attached as Exhibit” A.”
- 2) The following uses shall not be permitted on the property: assembly hall, bus station, church, club or lodge, community fair, dairy, dry cleaning plant, funeral home, golf course, group home, livestock sales provision, pawn shop, and homeless shelter.
- 3) During plan review, the applicant shall submit a detailed lighting plan demonstrating that site lighting will be directional and aimed away from residential property and roadways.
- 4) No bulk storage of hazardous materials shall be permitted on the property.
- 5) Outdoor noise-generating activity shall be limited during nighttime hours between 11:00 p.m. and 7:00 a.m., consistent with the City of Mableton Noise Ordinance found in Chapter 13 of the City of Mableton Code of Ordinances.
- 6) The site shall be developed substantially consistent with the submitted site plan, including landscaping to screen parking areas and enclosure of the site with a vinyl-coated chain-link fence.
- 7) Anodized aluminum fencing shall be installed along the Riverside Parkway frontage, as depicted on the submitted site plan.
- 8) The architecture of the proposed building shall be consistent with the attached Exhibit “B.”

Staff recommends deletion of the request to Light Industrial with stipulations.

1. Subject to all conditions outlined in the applicant's letter of agreeable conditions dated July 30, 2026, except as modified below.
2. Outdoor noise generating activities that exceed the city's noise ordinance shall not occur within the hours of 9:00 PM – 7:00 AM.
3. Anodized aluminum fencing shall be installed as shown on the site plan dated 7/29/2026, with final design subject to the approval of the community development director. All fencing shall be installed behind a landscape with a minimum of 8 feet as shown on the site plan.
4. Outdoor storage shall be limited to the gravel area on the site plan and shall not include junk or equipment in inoperable condition. If the licensed use involves repair, no vehicle or equipment being repaired shall remain on premises for a period exceeding 5 days unless parts have been ordered, not to exceed 30 days. The total number of vehicles waiting for parts shall not exceed 10 vehicles.
5. Outdoor storage, loading activities, and heavy truck operations shall be concentrated toward the interior and eastern portions of the property to minimize impacts on adjacent residential uses.

Recommended Stipulations

6. A minimum 50-foot natural undisturbed buffer shall be maintained and enhanced along the southern property line adjoining the R-20 district, supplemented with evergreen landscaping to provide an opaque visual screen.
7. The required stream buffer shall be permanently protected by a recorded conservation easement prior to issuance of a Land Development Permit. No grading, clearing, filling, material storage, or other land disturbance shall occur within the stream buffer. Any area required for permitted utility work shall not be required to be placed in a conservation easement.
8. The outdoor storage area shall be enclosed by an 8-foot fence and screened from Bob White Road and Riverside Parkway with a minimum 8 ft landscaped buffer as depicted on the site plan, with a minimum of one tree planted every 20 feet. Landscaping along Bob White Road and Riverside Parkway shall be as shown on the screening exhibit dated 8/3/2026.
9. No fencing or storage shall be located within any setback, except fencing may be in the front setback for security of the front parking lot and drive aisle as shown on the site plan.

Recommended Stipulations

10. Landscape strips along White Road and Riverside Parkway shall be installed in accordance with the City of Mableton Zoning Ordinance and applicable landscape standards, including required street trees, shrubs, and groundcovers.
11. Access shall be limited to approved driveways on White Road and Riverside Parkway, with pavement designed to accommodate heavy truck traffic. Truck parking, staging, and idling on White Road and Riverside Parkway shall be prohibited. All such activities shall occur on-site.
12. Gravel parking shall be permitted only within designated equipment and trailer storage areas shown on the approved site plan, as would be allowed in the HI zoning district as stated in Section 7.18 C, for Heavy Industrial zoned properties.
13. All storage areas shall be located behind fencing, with final fence design subject to approval by the Community Development Director.
14. Employee parking, customer parking, ADA-accessible parking spaces, and accessible routes shall be paved with asphalt or concrete in accordance with applicable development standards and accessibility requirements.

15. Prior to issuance of a Building permit, the applicant shall submit complete architectural plans, including scaled building elevations, floor plans, exterior material specifications, dimensions, and building details sufficient to demonstrate compliance with the City of Mableton Zoning Ordinance and applicable Cobb County Development Standards. Buildings shall include a full brick façade facing Riverside Pkwy and substantial brick along the White Road frontage to include full brick around the entry with a minimum 4-foot brick water table for the remaining frontage.
16. Adherence to all applicable requirements and recommendations of Cobb County Water System, Stormwater Management, Fire Marshal, and Department of Transportation (DOT).
17. Gates to the parking lot shall be located a minimum of 50' from the right -of-way, unless otherwise approved by Cobb County DOT. Gates shall remain open during operating hours.
18. Prohibited uses identified in the letter of agreeable stipulations be amended to include salvage yard and scrap metal processing.



WORKSPACE INFORMATION

Application number RZ-2026-007	Category Rezoning	Workspace state In circulation
Workspace created 05/24/2026, 7:20:04 PM EDT	Application submitted 05/26/2026, 9:35:55 AM EDT	
Assignee Sunday Odudu	Package generation date 07/24/2026, 3:31:59 PM EDT	

LOCATION INFORMATION

Address 5520 GLORE DR, City of Mableton	Property information 17010700060,
---	---

PARTIES

NAME AND COMPANY	CONTACT DETAILS	ROLES
Donell Marecheau	5520 glore dr sw Mableton marecheaud@gmail.com +1 5705077553	Applicant, Property owner
Abraham Mathias Obeezi Contracting LLC	1664 FULMONT CIRCLE MABLETON hello@obeezi.us +1 4703581725	Agent, Applicant
J STAR TRUST	605 SPRING ST HAWLEY PA 18428	Property owner
DONNELL C/O MARECHEAU	605 SPRING ST HAWLEY PA 18428 HAWLEY +1 3477849639	Applicant, Property owner

TABLE OF CONTENTS

Cover page	1
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Rezoning Application	3-4
Attachments	5-8



Rezoning Application

1400 Veterans Memorial Highway SE

Suite 134-200, Mableton,

Georgia 30126

Signage Details

Number of Road Frontages

1

Number of Signs Required

1

Summary of Intent for Rezoning

Rezoning Category

☒ Single Family Residential ☐ Medium or High Density Residential ☐ Commercial Industrial or Office

Summary of Intent

The applicant, The J Star Trust, seeks to rezone a 1.6-acre property from General Commercial to R-20 Single-Family Residential to build a high-end appx. 4,000-square-foot luxury home.

Proposed unit square-footage(s)

4000.0 sq.ft.

Acreage

1.6

Proposed building architecture

Modern custom-designed two-story single-family home with a basement.

List all requested variances

NONE

Non-residential Rezoning Information

Proposed use(s)

Proposed hours/days of operation

Financial Disclosures	
PROPERTY/FINANCIAL DISCLOSURE REPORT BY APPLICANT (A separate form must be completed by each applicant - please see definition below)	*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.
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?	
☐ Yes ☒ 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 an entity which has a property interest in the subject property?	
☐ Yes ☒ No	
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?	
☐ Yes ☒ No	
Certification Date 05/25/2026	

Campaign or political disclosures
CAMPAIGN DISCLOSURE REPORT BY APPLICANT (A separate form must be completed by each applicant)
Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250.00 or more or made gifts having in the aggregate a value of \$250.00 or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?
☐ Yes ☒ No
Certification Date 05/25/2026

ATTACHMENTS

This section includes relevant information about the various attachments that have been uploaded to the workspaces or that have been generated as part of the workspace. The actual files are not included in this pdf. Refer to other folders within the downloaded file to view the actual files.

Phase:

Application

Uploaded on:

05/24/2026, 8:05:21 PM EDT

Attachment type(s):

Letter of Intent

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	05/24/2026, 8:05:21 PM EDT	LETTER OF INTENT.pdf	application/pdf

Phase:

Application

Uploaded on:

05/24/2026, 8:06:03 PM EDT

Attachment type(s):

Hydrology Study

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	05/24/2026, 8:06:03 PM EDT	5520 Glore Drive SW - L3 Soil Report.pdf	application/pdf

Phase:

Application

Uploaded on:

05/24/2026, 8:06:45 PM EDT

Attachment type(s):

Septic Tank Documentation

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	05/24/2026, 8:06:45 PM EDT	5520 Glore Road Sewer Availability.pdf	application/pdf

Phase:

Application

Uploaded on:

05/24/2026, 8:07:13 PM EDT

Attachment type(s):

Site Plan

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	05/24/2026, 8:07:13 PM EDT	5520 GLORE DR SW - PRELIM SITE PLAN 3-3-26 (1).pdf	application/pdf

Phase:

Application

Uploaded on:

05/24/2026, 8:07:48 PM EDT

Attachment type(s):

Legal Description, Warranty Deed

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	05/24/2026, 8:07:48 PM EDT	Vesting deed_ Recorded.pdf	application/pdf

Phase: Application
Uploaded on: 05/24/2026, 8:08:30 PM EDT
Contents: TRUST DOCUMENT
Attachment type(s): Warranty Deed

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	05/24/2026, 8:08:30 PM EDT	2025-05-04 Amended Trust v.2.pdf	application/pdf

Phase: Application
Uploaded on: 05/24/2026, 8:08:57 PM EDT
Attachment type(s): Tax Receipt

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	05/24/2026, 8:08:57 PM EDT	Receipt.pdf	application/pdf

Phase: Application
Uploaded on: 05/24/2026, 8:28:28 PM EDT
Contents: PROPOSED DRAFT CONCEPT RENDERINGS
Attachment type(s): Elevation or Renderings

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	05/24/2026, 8:28:28 PM EDT	PROPOSED DRAFT CONCEPT RENDERINGS.pdf	application/pdf

Phase: Application
Uploaded on: 06/22/2026, 9:39:14AM EDT
Contents: FINAL REVISED SITE PLAN
Attachment type(s): Site Plan

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	06/22/2026, 9:39:14AM EDT	5520 GLORE DR SW - SITE PLAN 6-16-26.pdf	application/pdf

Phase: Application
Uploaded on: 06/26/2026, 9:38:09AM EDT
Contents: Certificate of Mailing
Attachment type(s): Additional Documentation

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	06/26/2026, 9:38:09AM EDT	CERTIFICATE OF MAILING.pdf	application/pdf

Phase: Application
Uploaded on: 06/29/2026, 11:16:03AM EDT
Contents: ZONING POST
Attachment type(s): Additional Documentation

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	06/29/2026, 11:16:03AM EDT	20260626_134755 (Original).jpg, 20260626_134755.pdf	application/pdf

Phase: Application
Uploaded on: 06/29/2026, 11:16:03AM EDT
Contents: ZONING POST 2
Attachment type(s): Additional Documentation

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	06/29/2026, 11:16:03AM EDT	20260626_134858 (Original).jpg, 20260626_134858.pdf	image/jpeg

Phase: Application
Uploaded on: 07/17/2026, 3:55:41 PM EDT
Contents: Revised Site Plan V.2
Attachment type(s): Site Plan

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	07/17/2026, 3:55:41 PM EDT	5520 GLORE DR SW -SITE PLAN 7-17-26.pdf	application/pdf

Phase: Application
Uploaded on: 07/20/2026, 1:56:21 PM EDT
Contents: DOT comments
Attachment type(s): DOT Comments

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	07/20/2026, 1:56:21 PM EDT	MREZ2026-007_CCDOT.pdf	application/pdf

Phase: Application
Uploaded on: 07/24/2026, 2:59:27 PM EDT
Contents: Fire Comments
Attachment type(s): Fire Comments

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	07/24/2026, 2:59:27 PM EDT	RZ-2026-007_Fire Department.pdf	application/pdf

Phase: Application
Uploaded on: 07/24/2026, 3:30:04 PM EDT
Contents: Staff Report
Attachment type(s): Additional Documentation

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	07/24/2026, 3:30:04 PM EDT	REZ 2026 006 Staff Report Draft (1).pdf	application/pdf



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

PLANNING COMMISSION STAFF REPORT – REZONING

Public Hearing Date: August 6, 2026

Case Number: REZ 2026-006

Current Zoning: General Commercial (GC)

Proposed Request: The applicant is requesting to rezone a 1.6-acre property from General Commercial to R-20 Single-Family Residential.

Staff Recommendation: Approval

APPLICANT & PROPERTY INFORMATION

Name: J Star Trust, LLC

Property Address: 5520 GLORE DR

City/State: Mableton, Georgia 30126

Acreage: 1.6

District: 4, Council member Cassandra Brown

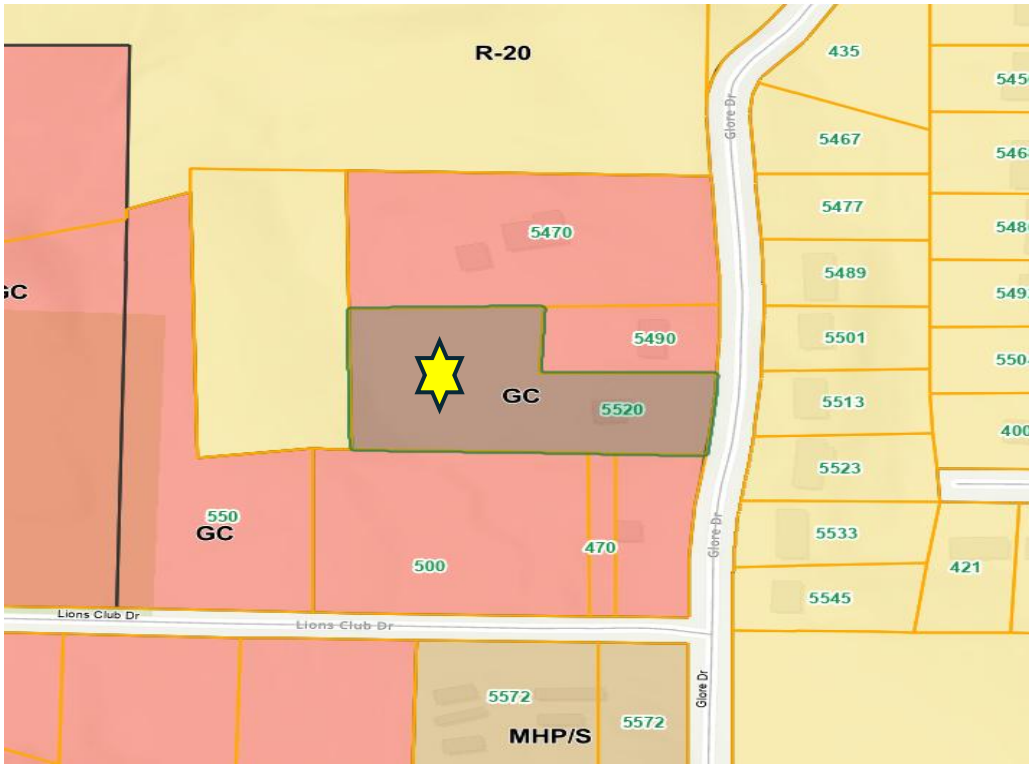
Parcel Identification: 17010700060

Future Land Use: Medium Density Residential.

PURPOSE OF REQUEST

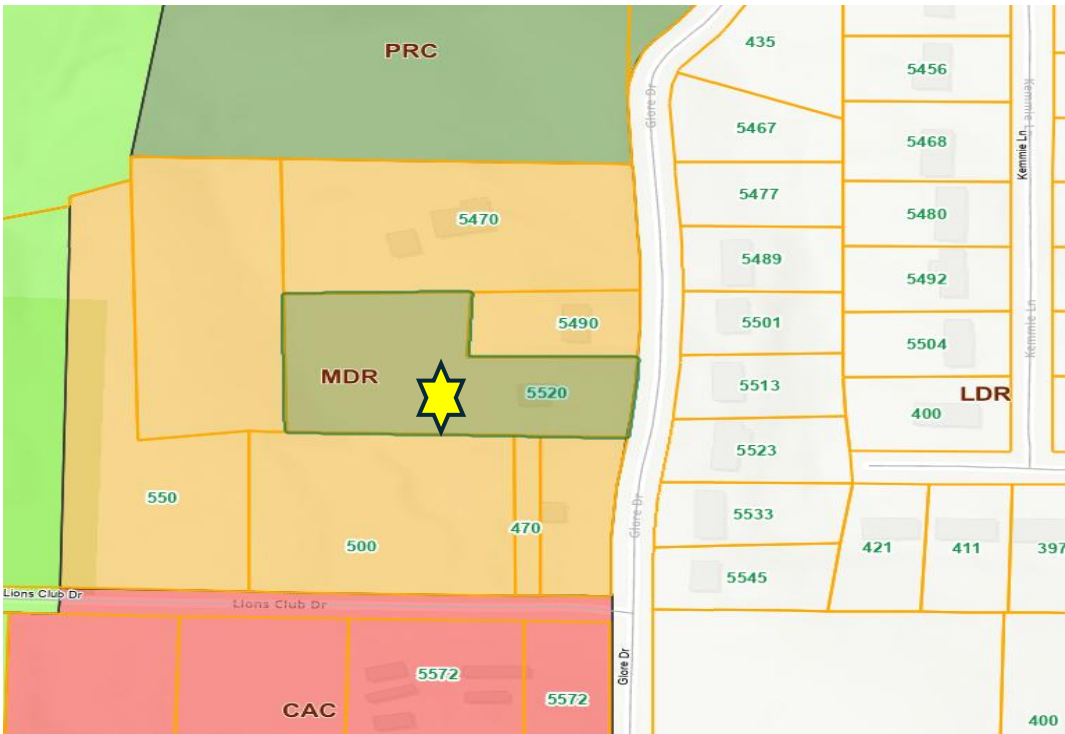
The applicant, Donell Marecheau, acting as Trustee of The J Star Trust, has submitted a rezoning application for a 1.6-acre parcel located at 5520 Glore Drive SW. The request seeks to rezone the property from **General Commercial (GC)** to **R-20 Single-Family Residential**. The purpose of this down-zoning request is to allow for the removal of existing onsite structures and the construction of a high-end, custom-designed, approximately 4,000-square-foot, two-story luxury single-family home with a finished basement.

ZONING MAP (General Commercial, GC)



Star: Location of Subject Property

FUTURE LAND USE MAP (Priority Industrial Area, PIA)



Star: Location of Subject Property

I. Background Information on the Property

The subject property was acquired by the current owner through a Limited Warranty Deed executed on May 9, 2025, and recorded on May 12, 2025, in Deed Book 16280, Page 562 of the Cobb County Records. Prior to redevelopment, the site was improved with a one-story frame residence over a basement, an asphalt driveway, and an onsite septic system. To facilitate the proposed luxury single-family residential development, the existing dwelling, driveway, and septic tank were demolished and removed, with the septic system formally decommissioned and extracted in accordance with applicable regulations. All required demolition and utility permits were obtained through the City of Mableton with permit number MB-2026-00034 on the 13th of January 2026. The demolition permit was issued on the 22nd of January 2026. According to the applicant, the previous property owner had already cleared and graded the site prior to the applicant's acquisition of the property in 2025.

II. Project Analysis

The subject parcel encompasses 1.621 total acres (70,594 square feet) of rolling topography situated within district four (4) of the City of Mableton. The property maintains direct public road frontage along Glore Drive.

A detailed review of environmental overlays confirms that the site is entirely situated within Zone 'X', indicating it is not located within a federal flood hazard area. The site plan marks designated primary and reserve septic drain fields to manage wastewater on-site.

III. Surrounding Land Use and Zoning Pattern

The subject property is currently zoned GC (General Commercial) but is surrounded predominantly by R-20 Single-Family Residential zoning to the north and east, with commercial zoning primarily concentrated along the Lions Club Drive corridor to the south and west. The property functions as a transitional parcel between commercial and residential land uses. Given the established residential character surrounding the site, the proposed rezoning from GC to R-20 would eliminate an isolated commercial zoning designation, improve compatibility with adjacent neighborhoods, and support the City of Mableton's long-term land use objectives by promoting cohesive residential development and reducing potential land use conflicts.

Direction	Existing Zoning	Existing Land Use	Future Land Use	Planning Assessment
North	R-20 (Single-Family Residential)	Established single-family residential lots.	Medium Density Residential	Compatible low-density residential development that establishes the northern neighborhood character.
East	R-20 (Single-Family Residential)	Established single-family residential neighborhood located across Glore Drive.	Low Density Residential	Residential uses dominate the eastern side of the corridor, reinforcing the area's residential character.
South	GC (General Commercial) and MHP/S (Manufactured Home Park/Subdivision)	Commercially zoned parcels, vacant land, and a manufactured home park along Lions Club Drive.	Medium Density Residential	Represents a transition area between commercial uses and nearby residential neighborhoods. The future land use designation is Medium Density Residential.
West	GC (General Commercial)	Commercially zoned properties.	Medium Density Residential	Existing commercial zoning continues westward, although commercial development is limited compared to the surrounding residential pattern.

IV. Proposed Development

- **Proposed Use:** Modern, custom-designed two-story single-family detached residential home with a finished basement.
- **Total Proposed Square Footage:** Approximately 4,000 sq. ft. (comprising a 4,173 sq. ft. primary footprint, over 3,200 sq. ft. of primary living space, plus auxiliary structures).
- **Auxiliary Structures:** Unheated storage space (55 sq. ft.), garage space split across layouts (over 1,400 sq. ft.), a master suite patio (194 sq. ft.), a covered patio (26 sq. ft.), rear steps (12 sq. ft.), and a built-in jacuzzi (53 sq. ft.).

- **Access & Parking:** A proposed asphalt driveway (4,920 sq. ft.) leading to a concrete parking courtyard (1,015 sq. ft.) and parking courtyard area (1,077 sq. ft.) to ensure all vehicular parking is contained entirely off-street.
- **Impervious Surface Management:** The total proposed impervious surface area scales to **12,593 square feet**, resulting in a low overall impervious surface ratio of **17.83%**. This complies with the local intent to maximize green space, natural canopies, and lawns (over 82% pervious area remaining).

V. Zoning Standards

The proposed development fully complies with all applicable zoning standards and does not require any variances. The 1.62-acre (70,594-square-foot) site exceeds the minimum required lot area of 20,000 square feet and provides 243 feet of road frontage, well above the required 80 feet. The project also meets all required building setbacks, including a 40-foot front setback, 10-foot side setbacks, and a 30-foot rear setback. Additionally, the proposed two-story residence over a basement complies with the maximum building height requirements for both the existing GC zoning district and the proposed R-20 zoning classification.

VI. Key Observations

- **Sewer Infrastructure Status:** A formal verification from the Cobb County Water System (dated December 18, 2025) explicitly states that public sewer is not available at this specific location.
- **Septic Provisions:** Because public sewer is unavailable, the development must utilize a private on-site wastewater collection system. Cobb County Ordinance 122-130(a)(2) permits private septic systems on lots meeting or exceeding 80,000 sq. ft. However, the current lot is 70,594 sq. ft. The applicant has already addressed this by completing a rigorous Level 3 Soil Investigation (uploaded as *5520 Glore Drive SW-L3 Soil Report.pdf*) and delineating a dedicated 400 sq. ft. Primary Septic field alongside a 600 sq. ft. Future Reserve Septic field on the final site plan. This infrastructure must secure direct approval and permitting through the Environmental Health section of the Cobb County Health Department prior to building permit issuance.

DEPARTMENT COMMENTS: Cobb County Water

No comments.

MREZ2026-007**DEPARTMENT COMMENTS – DOT**

Roadway	Roadway classification	Speed limit (mph)	Jurisdictional control	Min. R.O.W. requirements
Glore Drive	Local	25	Cobb County	50'

Roadway	Location	Average daily trips (vpd)	Level of service
Glore Drive	NA	NA	NA

ITE Land Use	Description	Expected Size	AM			PM			Daily (vpd)
			In (vph)	Out (vph)	Total (vph)	In (vph)	Out (vph)	Total (vph)	
210	Single Family Detached Homes	1 dwelling	0	1	1	1	0	1	9

vph = vehicles per hour; vpd = vehicles per day

Development gross trip generation based on available development size and rates from the Institute of Transportation Engineers (ITE) Trip Generation, 12th edition and on site-specific data as provided by applicant.**Comments and observations**

Glore Drive 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.

The proposed driveway will not meet with Cobb County Development Standards for angle with street/roadway. The final driveway design and placement should be determined through the driveway permit process.

In accordance with Cobb County Code 134-121 and based on site plan dated June 16, 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 driveway permit be obtained from Cobb DOT before construction and residential driveway(s) be installed to Cobb County standards. This recommendation is pursuant to Cobb County Development Standard 103.14, Driveway Permit, Cobb County Development Standard 402.7.1, Residential Driveways, and Cobb County Development Standard Detail 116R, Residential Driveway.
2. Recommend closing and removing driveway aprons along the Glore Drive frontage that the development renders unnecessary.

MREZ2026-007**DEPARTMENT COMMENTS – DOT**

(continued)

3. All landscaping should be installed off county right-of-way and where it will not impede the line of sight for the driveways or roadways.
4. Recommend applicant be required to meet all Cobb County Development Standards and Ordinances related to project improvements.

RZ-2026-007 DEPARTMENT COMMENTS – Fire Department

07/22/26

CCFMO is acceptable to the proposed zoning case as presented.

Jeff Byrd

(678) 229-7059

Jeffrey.Byrd@cobbcounty.gov

No comments.

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.

Yes. The current Future Land Use (FLU) map designates this property as Medium Density Residential (MDR). The existing General Commercial (GC) zoning is an entirely non-conforming commercial outlier within this land use classification. Down-zoning the property to R-20 Single-Family Residential brings the zoning classification into precise conformity with the policy, intensity, and long-term vision established by Mableton's comprehensive land use plan

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

Yes. Glore Drive is fundamentally characterized by standard low-to-medium-density residential single-family homes. Allowing commercial development on this site would introduce disruptive elements such as logistics/delivery trucks, expansive asphalt parking lots, and transient retail traffic into a quiet neighborhood corridor. Constructing a single detached residential estate is exceptionally suitable and preserves the community character.

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.

Yes. The critical existing condition affecting this property is the confirmed **absence of municipal public sewer infrastructure**. Developing the land under its current General Commercial (GC) designation would be severely constrained, if not completely unviable, given the high wastewater volume requirements typical of commercial operations. Conversely, low-density residential development utilizing a highly engineered private septic system provides a sustainable, low-impact solution perfectly scaled to the land's environmental capacities.

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

No. Down-zoning a 1.6-acre site from commercial to a single residential unit significantly diminishes the potential burden on public infrastructures. A single-family home generates a negligible volume of traffic compared to a commercial retail or office strip, meaning traffic conditions on Glore Drive will face zero adverse impacts. Additionally, a single-family residence will have a negligible impact on local public-school capacity and utility services. Since the property was previously used as one (1) single-family residence, the proposed development does not constitute a change in land use or increase in service demand.

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

No. Rather than causing an adverse impact, the application will yield an overwhelmingly positive stabilization effect on neighboring residential properties. It neutralizes the threat of commercial encroachment, buffering adjacent residents from structural noise, commercial dumpsters, and night-sky light pollution. The aesthetic value of a luxury single-family home will positively influence the area.

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.

Yes. The ongoing incorporation and development of the newly established City of Mableton places a strong emphasis on remedying legacy zoning mismatches. The presence of a historic general commercial designation within a medium density future land use operational mismatch. Correcting this legacy designation to a protective residential classification protects Mableton's suburban neighborhoods.

Based on the preceding analysis, staff recommends **APPROVAL** of rezoning application **RZ-2026-006** to rezone the property from General Commercial (GC) to R-20 Single-Family Residential, subject to the following conditions:

1. **Use Limitations:** The subject property shall be restricted exclusively to one (1) single-family detached residential dwelling and permitted accessory residential uses. Commercial use of any kind is strictly prohibited.
2. **Environmental Health Department Approval:** Prior to the issuance of a building permit, the applicant must secure written design approval, permits, and field verification from the Environmental Health section of the Cobb County Health Department for the proposed on-site private wastewater/septic system.
3. **Stormwater and Erosion Control Monitoring:** The contractor must install all required sediment and erosion control mechanisms (e.g., vegetative covers, matting, or silt fences) and receive a successful initial site grading inspection from the City prior to any earth-disturbing work.
4. **Cobb County Requirements:** Adherence to all applicable requirements and recommendations of Cobb County Water System, Stormwater Management, Fire Marshal, and Department of Transportation (DOT).
5. **Architectural Design Standards:** Final building elevations and architectural designs shall be reviewed and approved by the Director of the Community Development Department of the City of Mableton prior to the issuance of the Land Development Permit (LDP).
6. **Stream Buffer Requirements:** All undisturbed stream buffers located on site be placed in a conservation easement, subject to staff review.

FLOOD HAZARD STATEMENT

I HAVE THIS DATE, EXAMINED THE "FIA FLOOD HAZARD MAP" AND FOUND IN MY OPINION REFERENCED PARCEL IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

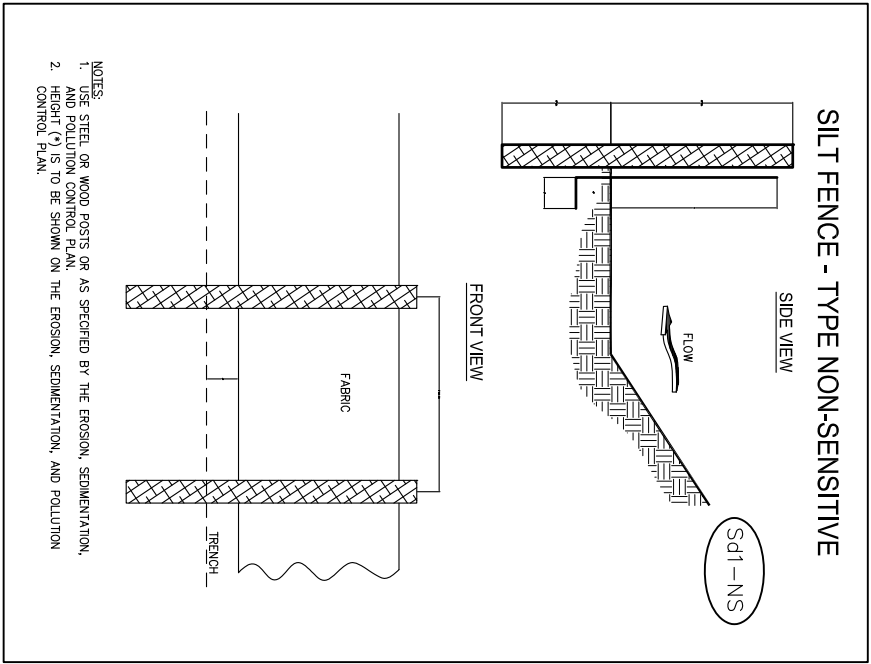
PANEL 13067C00204G

EFFECTIVE DATE: 12/16/2008

ZONE 'X'



SILT FENCE - TYPE NONSENSITIVE



IMPERVIOUS (IN SQUARE FEET)	
EXISTING HOUSE	1262
EXISTING ASPHALT DW	978
EXISTING PORCH	223
EXISTING STEPS	14
EXISTING IMPERVIOUS	2477
EXISTING HOUSE	-1262
EXISTING ASPHALT DW	-978
EXISTING PORCH	-223
EXISTING STEPS	-14
REMOVED IMPERVIOUS	-2477
HOUSE	3078
GARAGE	675
DRIVEWAY	1062
PROPOSED IMPERVIOUS	4815
IMPERVIOUS %	6.80%

PARCEL NUMBER:17010700150
PROPERTY ADDRESS:GLORE DR
MABLETON GA 30126
OWNER: CARLOS MUNOZ
5187 TWO BRANCHES CT
MABLETON GA 30126
ZONING:GC

General Notes

- Additional erosion control devices to be used as required by Cobb County.
- Disturbed areas left idle for five days, and not to final grade, will be established to temporary vegetation (Ds2). Mulch, temporary vegetation or permanent vegetation shall be completed on all exposed areas within 14 days after disturbance. All areas to final grade will be established to permanent vegetation upon completion.
- When hand planting, mulch (hay or straw) should be uniformly spread over seeded area within 24 hours of seeding. If unable to accomplish, mulch shall be used as a temporary cove. Concentrated flow areas, all slopes steeper than 2.5:1 and with a height of ten feet or greater (does not apply to retaining walls), and cuts and fills within stream buffers, shall be stabilized with the appropriate erosion control matting or blankets.
- Cobb County Land Disturbance Permit must be displayed on site at all times during construction and in plain view from a County road or street.
- Erosion and sediment control devices must be installed and inspected prior to any grading on site. The contractor must call for an inspection to obtain a permit to grade.
- Sediment/erosion control devices must be checked after each storm event. Each device is to be maintained or replaced if sediment accumulation has reached one half the capacity of the device. Additional devices may be necessary as the project progresses

SITE PLAN PREPARED FOR:

PROPERTY ADDRESS:
5520 GLORE DR SW,
MABLETON, GA 30126

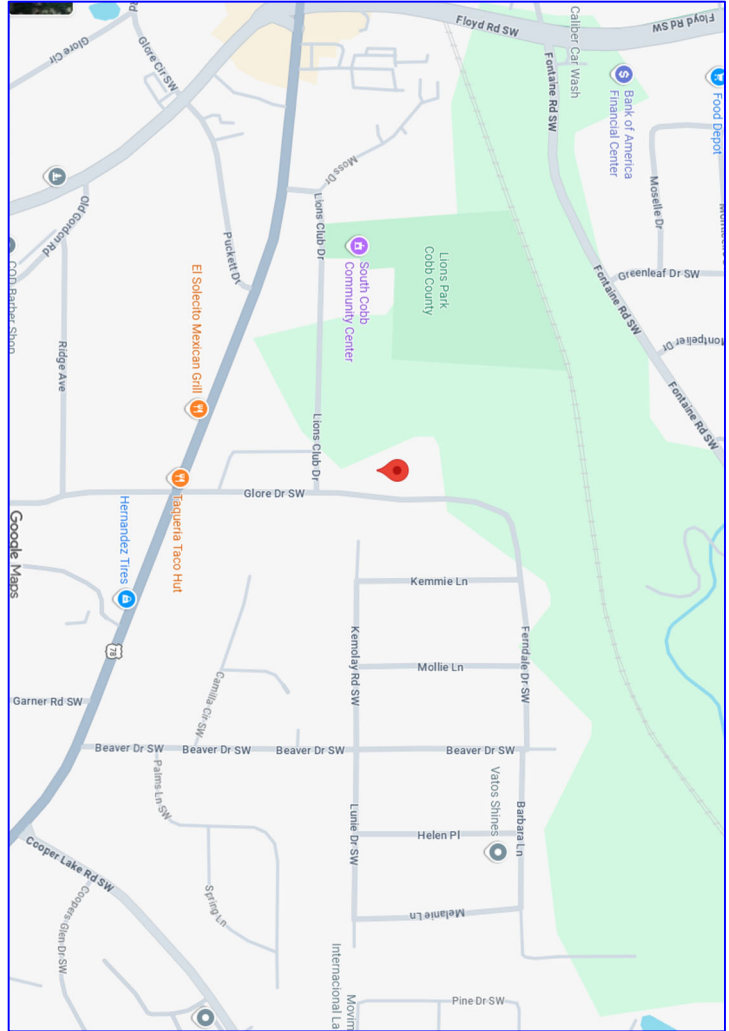
5520 GLORE DRIVE



LAND AREA: 70,617 SF 1,621 AC	TRACT 1 & 2 2nd SECTION	PARCEL ID: 17010700060	FIELD DATE: 01-13-2026 (M)	BY:
ZONING: GC	LAND LOT 107 17th DISTRICT	COBB COUNTY, GEORGIA	DRAWN DATE: 01-14-2026 (M)	ALL WATERS OF THE ARE
	CITY OF MABLETON	REFERENCE: PLAT BOOK 4, PAGE 167 DEED BOOK 16280, PAGE 562	RECORDED: 01-14-2026 (M)	THE SURVEY FROM WHICH THIS PLAN WAS CREATED CONFORMS TO THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA. SURVEY FOR ERRORS OR OMISSIONS ON DEED OR SITE PLANS. THE SURVEYOR'S RESPONSIBILITY TO REVIEW PLANS FOR COMPLETENESS AND ACCURACY. ANY REVISIONS, COMMENTS, CORRECTIONS, ALTERATIONS, ETC., MUST BE SUBMITTED TO THE SURVEYOR. ANY CHANGES SHALL BE DEEMED AS BUILT AND ADDITIONAL CHARGES SHALL APPLY.

PROPERTY IS ZONED GC

BUILDING SETBACK:
FRONT 40'
SIDE 10'
REAR 30'
MAX LOT COVERAGE -



VICINITY MAP
(NOT TO SCALE)



IF YOU DIG GEORGIA.
CALL US FIRST!
UTLITIES PROTECTION CENTER
811
ITS THE LAW
RELEASED FOR
CONSTRUCTION

DISTURBED AREA
A.K.A.
LIMITS OF CONSTRUCTION
11,306 SF= 0.26 AC

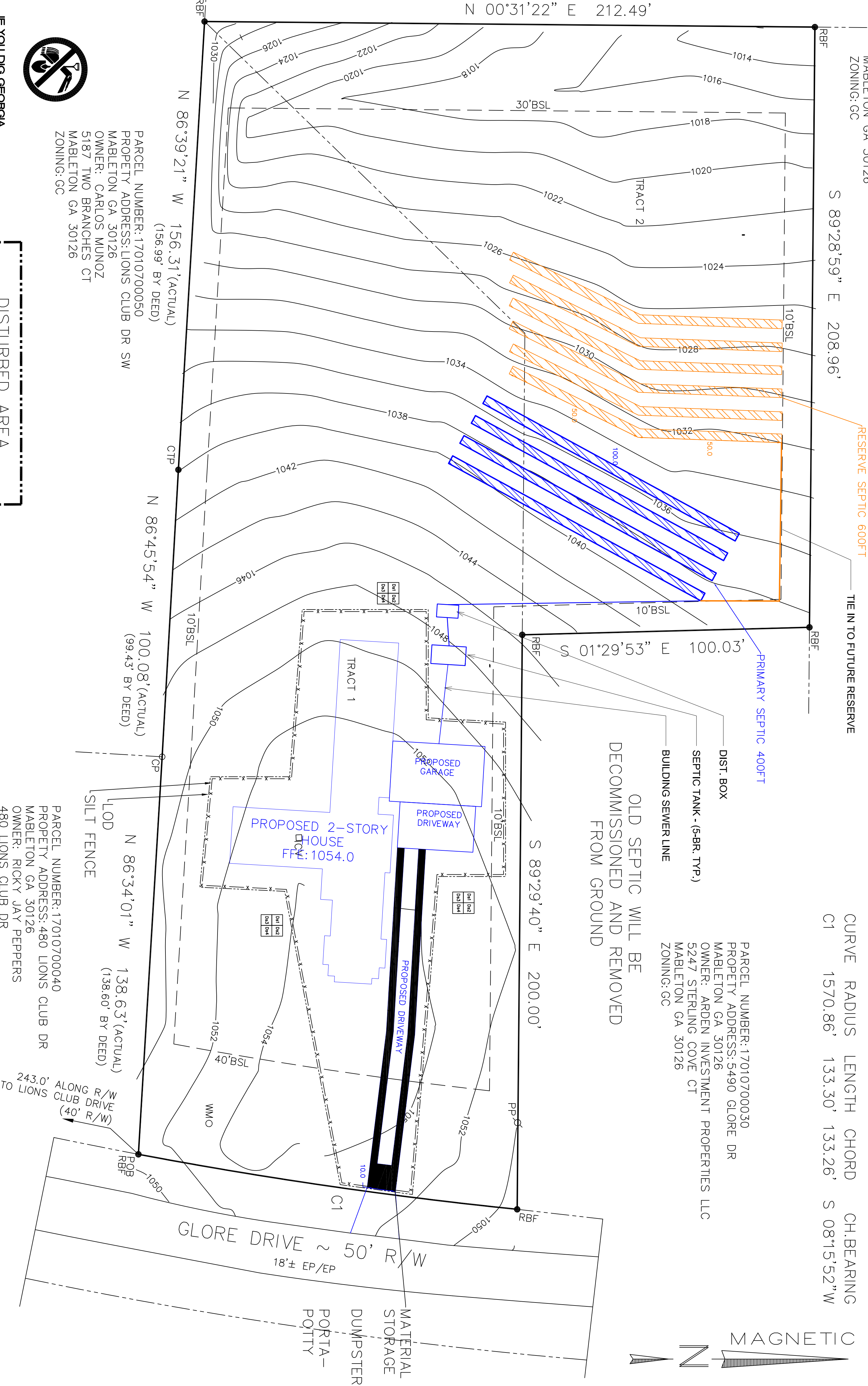
EROSION CONTROL LEGEND
APPLY TO ALL DISTURBED AREAS
TEMPORARY COVER OF PLANT RESIDUES APPLIED TO THE SOIL SURFACE OR LESS WHEN SEEDING IS NOT PRACTICAL
Ds1
ESTABLISHING A TEMPORARY GROWING SEEDING ON DISTURBED AREAS. SEE EROSION CONTROL NOTES
Ds2
ESTABLISHING PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES OR LEGUMES ON DISTURBED AREAS. SEE ENLARGED PLANS
Ds3
DISTURBED AREA STABILIZATION (WITH SODDING)
Ds4
CONTROLLING SURFACE AND AIR MOVEMENT OF DUST ON LAND DISTURBING ACTIVITIES
Du

* L E G E N D *
NOTE: ALL ITEMS IN THIS LEGEND MAY NOT APPEAR ON THIS PLAT.
AKA ALSO KNOWN AS
APD AS PER DEED
APP AS PER PLAT
BSL BUILDING (SETBACK) LINE
CP COMPUTED POINT
CTP CRIMP TOP PIPE FOUND
OTF OPEN TOP PIPE FOUND
DEED (BOOK/PAGE)
DW DRIVEWAY
EP EDGE OF PAVEMENT
FFE FINISH FLOOR ELEVATION
FKA FORMERLY KNOWN AS
IPF IRON PIN FOUND
L ARC LENGTH
LL LAND LOT
LLL LAND LOT LINE
N NEIGHBOR'S
RBS 1/2" REINFORCING BAR SET
SW SIDEWALK
SSE SANITARY SEWER EASEMENT
SSCO SANITARY SEWER CLEANOUT
SSWH SANITARY SEWER MANHOLE
-X- FENCE LINE
CB CATCH BASIN
SWCB STORM WATER CATCH BASIN
WALL

CURVE RADIUS LENGTH CHORD CH.BEARING
C1 1570.86' 133.30' 133.26' S 08°15'52"W

PARCEL NUMBER:17010700030
PROPERTY ADDRESS:5490 GLORE DR
MABLETON GA 30126
OWNER: ARDEN INVESTMENT PROPERTIES LLC
5247 STERLING COVE CT
MABLETON GA 30126
ZONING:GC

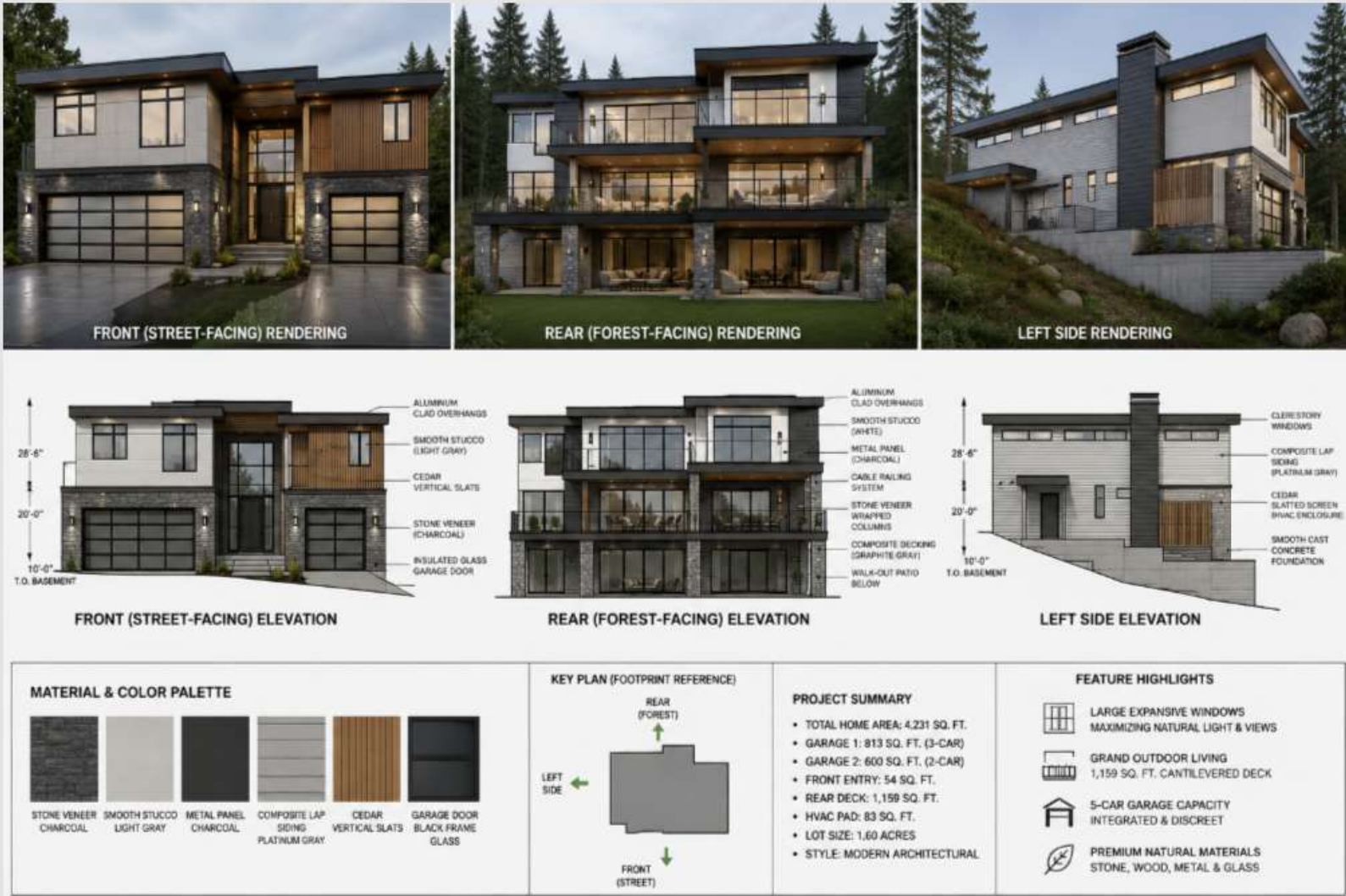
OLD SEPTIC WILL BE
DECOMMISSIONED AND REMOVED
FROM GROUND



PARCEL NUMBER:17010700040
PROPERTY ADDRESS:480 LIONS CLUB DR
MABLETON GA 30126
OWNER: RICKY JAY PEPPERS
480 LIONS CLUB DR
MABLETON GA 30126
ZONING:GC

PARCEL NUMBER:17010700050
PROPERTY ADDRESS:LIONS CLUB DR SW
MABLETON GA 30126
OWNER: CARLOS MUNOZ
5187 TWO BRANCHES CT
MABLETON GA 30126
ZONING:GC

PROPOSED DRAFT CONCEPT RENDERINGS





FRONT (STREET-FACING) RENDERING



REAR (FOREST-FACING) RENDERING



LEFT SIDE RENDERING



FRONT (STREET-FACING) ELEVATION



REAR (FOREST-FACING) ELEVATION



LEFT SIDE ELEVATION



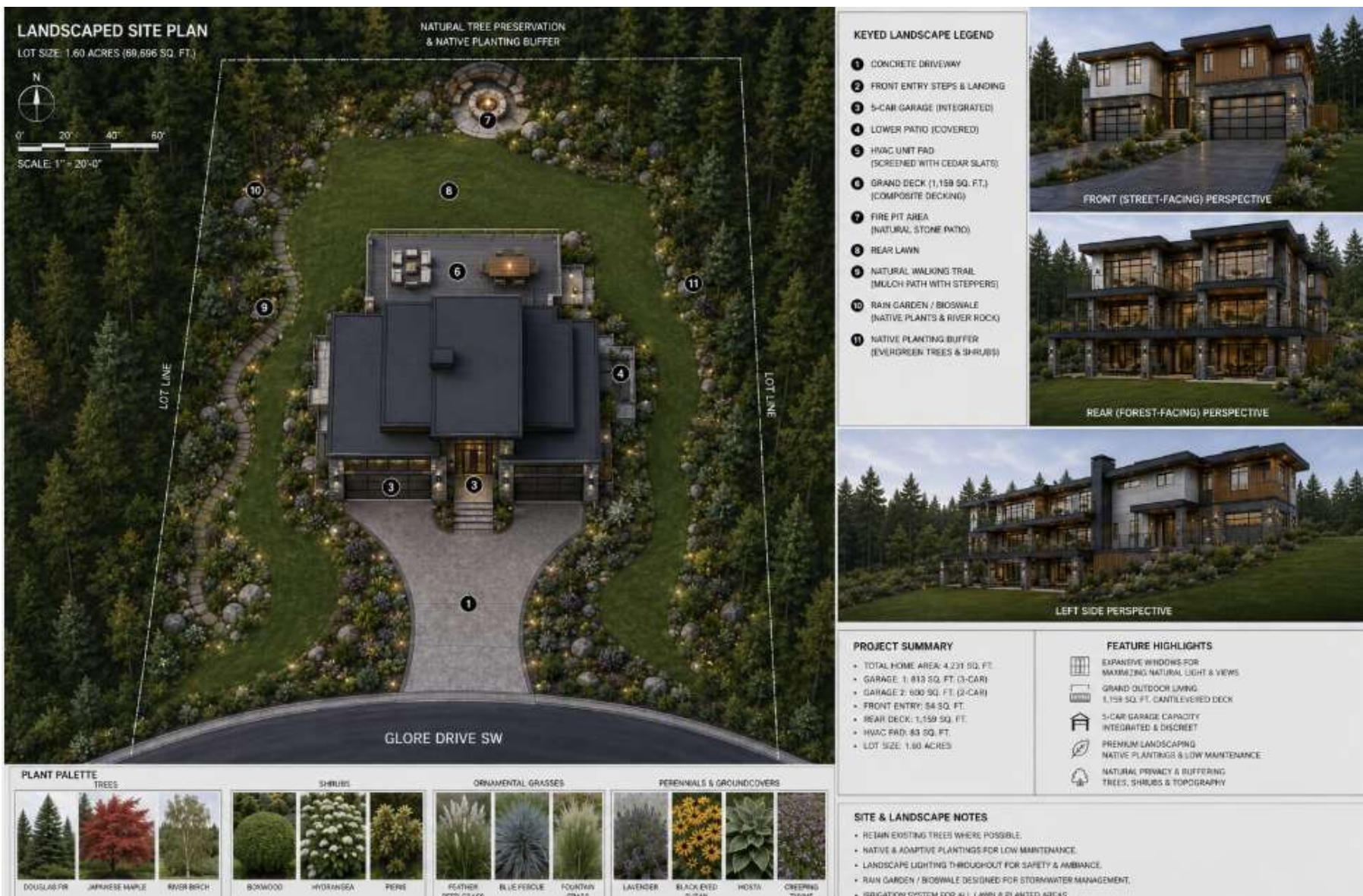
ENTRY DETAIL



DECK & RAILING DETAIL



REAR PATIO DETAIL



REZ2026-007 / 5520 Glore Drive

- **Case Number:** REZ2026-007
- **Current Zoning:** General Commercial (GC)
- **Proposed Request:** The applicant is requesting to rezone a 1.6-acre property from General Commercial to R-20 (Single-Family Residential) District.
- **Name:** J Star Trust, LLC
- **Property Address:** 5520 GLORE DR
- **City/State:** Mableton, GA 30126
- **Acreage:** 1.6
- **District:** 4; Councilwoman Cassandra Brown
- **Parcel Identification:** 17010700060
- **Future Land Use:** Medium Density Residential (MDR)
- **Council Hearing Date:** 08/26/2026

Zoning Map and FLU Map

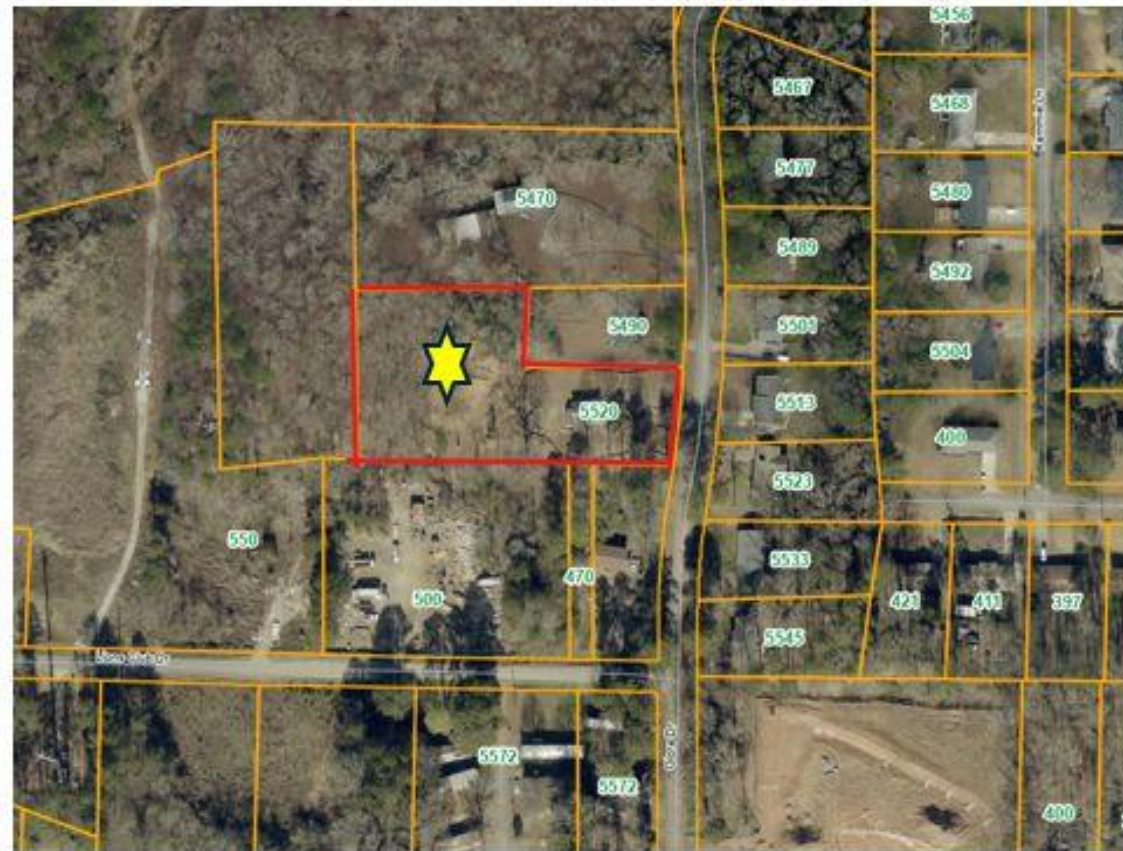


Star: Location of Subject Property

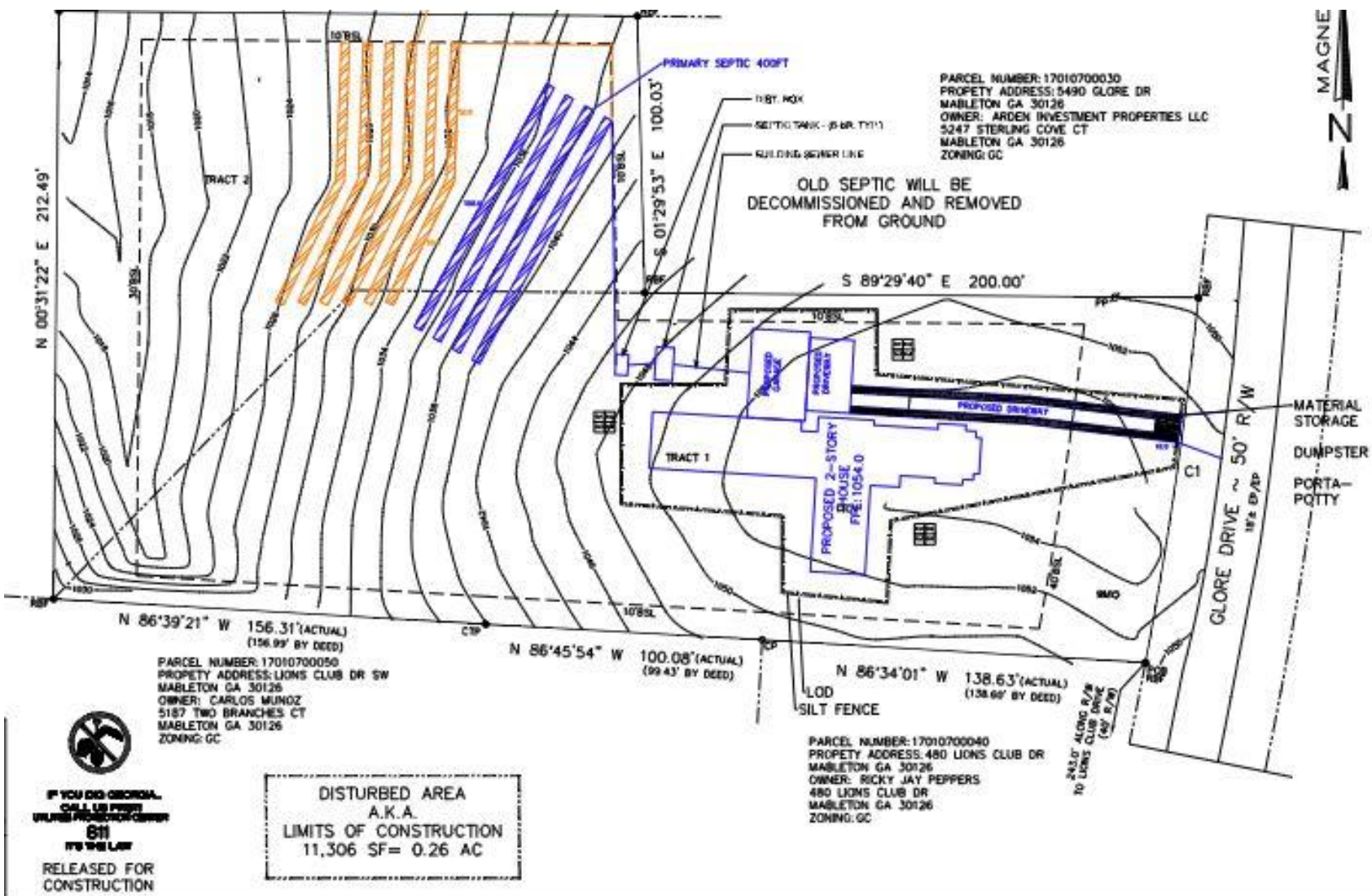


Star: Location of Subject Property

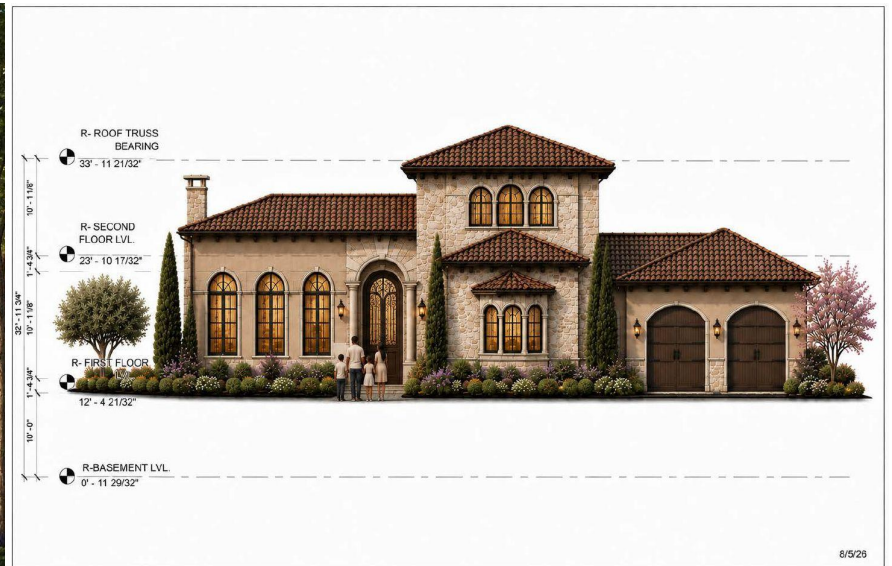
Aerial Map



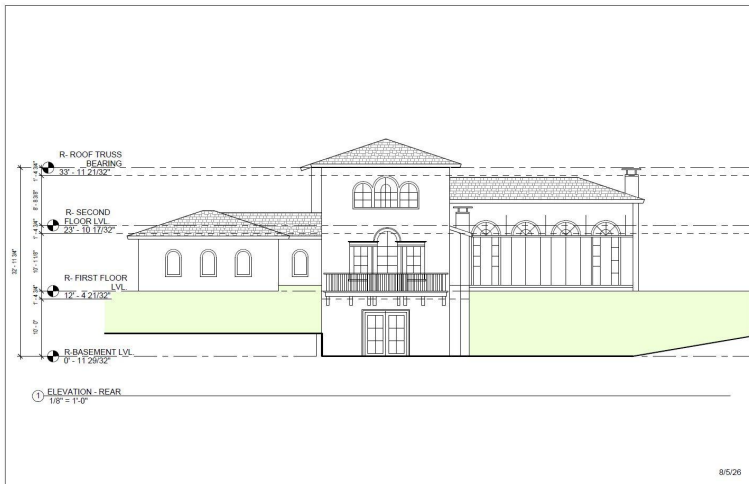
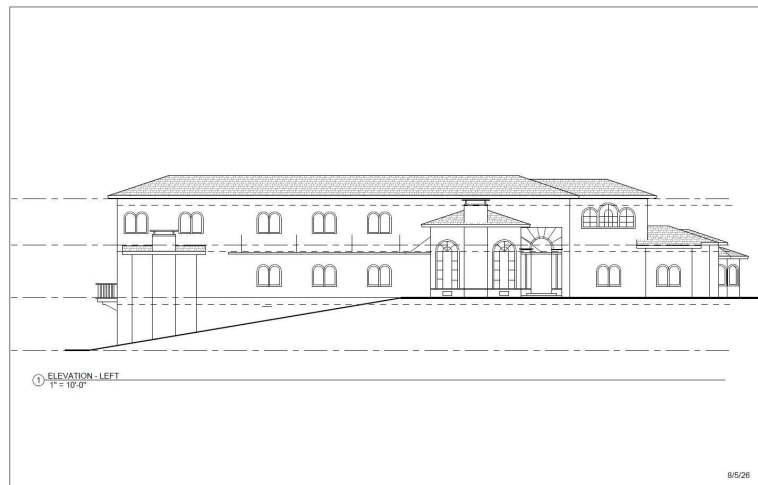
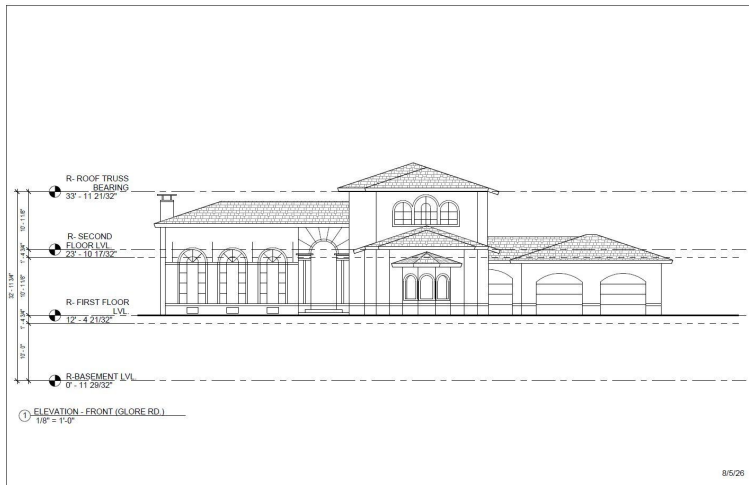
Star: Location of Subject Property



Conceptual Elevations



Conceptual Elevations Cont.



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

- Based on staff analysis, staff recommends **APPROVAL WITH STIPULATIONS** of rezoning application REZ2026-007 from General Commercial (GC) to R-20 Single-Family Residential District, subject to the following conditions:
 1. **Use Limitations:** The subject property shall be restricted exclusively to one (1) single-family detached residential dwelling and permitted accessory residential uses. Commercial use of any kind is strictly prohibited.
 2. **Environmental Health Department Approval:** Prior to the issuance of a building permit, the applicant must secure written design approval, permits, and field verification from the Environmental Health section of the Cobb County Health Department for the proposed on-site private wastewater/septic system.
 3. **Stormwater and Erosion Control Monitoring:** The contractor must install all required sediment and erosion control mechanisms (e.g., vegetative covers, matting, or silt fences) and receive a successful initial site grading inspection from the City prior to any earth-disturbing work.
 4. **Cobb County Requirements:** Adherence to all applicable requirements and recommendations of Cobb County Water System, Stormwater Management, Fire Marshal, and Department of Transportation (DOT).
 5. **Landscape Plan:** The applicant shall provide a landscaping plan before the issuance of the Land Disturbance Permit (LDP) application.

PLANNING COMMISSION RECOMMENDATION

Planning Commission recommended approval with stipulations presented by staff and the additional stipulation below.

6) Final elevation to be substantially similar in quality and size to the rendering dated 8/5/2026.

STATE OF GEORGIA
COBB COUNTY
CITY OF MABLETON, GEORGIA

ORDINANCE 2026-08-0

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF MABLETON, GEORGIA BY REZONING A CERTAIN PARCEL OF REAL PROPERTY LOCATED AT 5520 GLORE DRIVE, MABLETON, GEORGIA (COBB COUNTY PIN 17010700060); 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 **1.6 acres** and is located at **5520 Glore Drive**, according to the present system of numbering property in Mableton, Cobb County, Georgia, Cobb County Tax Parcel Identification Number **17010700060** (the “Property”); and

WHEREAS, the Property is currently zoned as **General Commercial (GC)**; and

WHEREAS, the owner/applicant, **J Star Trust LLC**, filed an application requesting the governing authority to rezone the Property to **R-20 Single Family Residential (RD)**, with the intention of developing the parcel to allow for a single-family residential property; and

WHEREAS, the City has complied with the notice and hearing requirements pursuant to applicable law; and

WHEREAS, the Mayor and Council have determined that the rezoning of the Property to R-20, 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 ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MABLETON:

Section 1. That certain parcel of real property consisting of approximately **1.6 acres, 5520 Glore Drive** (Cobb County Tax Parcel Identification Number: **17010700060**) is hereby rezoned from **General Commercial (GC)** to **Single Family Residential (R-20)** for the development of a single-family residential property.

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, City Attorney

EXHIBIT A
STIPULATIONS AND CONDITIONS OF APPROVAL

CASE NO.: REZ 2026-006

APPLICANT: J Star Trust, LLC

PROPERTY: 5520 GLORE DR

PIN: 17010700060

Based on the preceding analysis, staff recommends APPROVAL of rezoning application RZ2026-006 to rezone the property from General Commercial (GC) to R-20 Single-Family Residential, subject to the following conditions:

- 1. Use Limitations:** The subject property shall be restricted exclusively to one (1) single-family detached residential dwelling and permitted accessory residential uses. Commercial use of any kind is strictly prohibited.
- 2. Environmental Health Department Approval:** Prior to the issuance of a building permit, the applicant must secure written design approval, permits, and field verification from the Environmental Health section of the Cobb County Health Department for the proposed on-site private wastewater/septic system.
- 3. Stormwater and Erosion Control Monitoring:** The contractor must install all required sediment and erosion control mechanisms (e.g., vegetative covers, matting, or silt fences) and receive a successful initial site grading inspection from the City prior to any earth-disturbing work.
- 4. Cobb County Requirements:** Adherence to all applicable requirements and recommendations of Cobb County Water System, Stormwater Management, Fire Marshal, and Department of Transportation (DOT).
- 5. Architectural Design Standards:** Final building elevations and architectural designs shall be reviewed and approved by the Director of the Community Development Department of the City of Mableton prior to the issuance of the Land Development Permit (LDP). Elevations shall be substantially similar in size and materials as shown in the application.
- 6. Landscape Plan:** The applicant shall provide a landscaping plan before the issuance of the Land Disturbance Permit (LDP) application.



AGENDA ITEM MEMORANDUM

MEETING OF: August 26, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Second Read of an Ordinance Amending the Fiscal Year 2025-2026 Budget of the City of Mableton and Other Lawful Purposes - Finance Director, Karen Ellis

Open Public Hearing (Applicant and Support - 10 minutes time limit)

Opposition - (10 minutes time limit)

Close Public Hearing

Action Required

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. Budget Amendment Memo FY26-002
2. ORD 2026-08- Amending the 2025-26 Budget



TO: William Tanks, City Manager
FROM: Karen Ellis, Finance Director
DATE: Submitted on August 18, 2026 for the August 26, 2026, Regular City Council Meeting

AGENDA ITEM: Budget Amendment for FY 2026 Budget.

SUMMARY:

On June 25, 2025, the City Council approved the Fiscal Year 2026 Budget which supported assumptions at that certain point in time. As the fiscal year progresses, variances may arise between what was planned to be received or expended and what has been received or expended. This amendment will provide for a true-up to what the City anticipated for FY 2026 and what has occurred through the end of the fiscal year.

DISCUSSION:

Because budgeting is not an exact science, this amendment is necessary to create a more accurate presentation of FY 2026. Large variances must be explained to both external auditors and the State Department of Audits. Amendments of this type are routinely made to adjust for actual outcomes.

FUNDING AND FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends approval of the proposed Budget Amendment for FY2026.

REVIEW & APPROVALS:

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

ATTACHMENT(S):

FY2026 Budget Amendment

**AN ORDINANCE AMENDING THE FISCAL YEAR 2025-2026 BUDGET OF THE CITY
OF MABLETON AND FOR OTHER LAWFUL PURPOSES**

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

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

WHEREAS, the approved budget for the fiscal year 2025-26 was adopted on or about June 25, 2025;

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

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

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

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

Section 1.

- a. Approval.** The 2025-26 budget is hereby amended as set forth in the attached "Budget Amendment", which is made a part of this Ordinance. This amendment includes adjustments to both revenues and expenditures.
- b. Appropriations and expenditures.** The City Council hereby authorizes the appropriations and expenditures as detailed in the attached Exhibit A. The total amount of the amendment is \$0.00.

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

- a.** All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.

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

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

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

SO ORDAINED this _____ day of August 2026.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

Dr. Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, City Attorney

EXHIBIT A

FY 2025-26 PROPOSED BUDGET AMENDMENT



BA2026-002

OPERATING GRANTS FUND		From	To	(Increase) / Decrease
REVENUE				
250.0000.336100.00	Local Government Grants	\$0	\$24,000	(\$24,000)
			Total	(\$24,000)
		From	To	Increase / (Decrease)
EXPENDITURE				
250.1310.521200.00	Professional Services	\$0	\$24,000	\$24,000
			Total	\$24,000
Net Change				\$0

HOTEL MOTEL FUND		From	To	(Increase) / Decrease
REVENUE				
275.0000.314100.00	Hotel/Motel Excise Tax	\$375,000	\$623,000	(\$248,000)
			Total	(\$248,000)
		From	To	Increase / (Decrease)
EXPENDITURE				
275.7540.572000.00	Payments to other agencies	\$234,375	\$389,375	\$155,000
275.9000.611100.00	Interfund Transfers Out-General Fu	\$140,625	\$233,625	\$93,000
			Total	\$248,000
Net Change				\$0

RENTAL MOTOR VEHICLE FUND		From	To	(Increase) / Decrease
REVENUE				
280.0000.314400.00	Rental Motor Vehicle Excise Tax	\$0	\$80,000	(\$80,000)
			Total	(\$80,000)
		From	To	Increase / (Decrease)
EXPENDITURE				
280.9000.611100.00	Interfund Transfers Out-General Fu	\$0	\$80,000	\$80,000
			Total	\$80,000
Net Change				\$0

EXHIBIT A

FY 2025-26 PROPOSED BUDGET AMENDMENT



BA2026-002

CAPITAL GRANTS FUND

REVENUE

350.0000.334000.00	State Government Grants	\$0	\$1,070,000	(Increase) / Decrease
				Total (\$1,070,000)

EXPENDITURE

350.4100.572000.00	Payments to Other Agencies	\$0	\$1,070,000	Increase / (Decrease)
				Total \$1,070,000

Net Change \$0

URBAN REDEVELOPMENT AGENCY FUND

REVENUE

975.0000.393200.00	Bond Proceeds	\$0	\$6,740,000	(Increase) / Decrease
				Total (\$6,740,000)

EXPENDITURE

975.7321.541100.00	Capital Outlay-Property	\$0	\$6,515,000	Increase / (Decrease)
975.7321.584000.00	Debt Issuance Costs	\$0	\$225,000	
				Total \$6,740,000

Net Change \$0



AGENDA ITEM MEMORANDUM

MEETING OF: August 26, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Tree Canopy Presentation with the Georgia Forestry Commission — Sustainability, Greenspace, and Beautification Director, Emily Ryan.

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. Draft - 08.26.26 - SGB - Tree Canopy

Mableton's Tree Canopy Initial Study Results

Prepared for: City Council Regular Meeting, August 26, 2026

Prepared by: Emily Ryan - Sustainability, Greenspace, and Beautification (SGB) Director



**SUSTAINABILITY,
GREENSPACE, &
BEAUTIFICATION**



DEPARTMENT

Agenda

1. Georgia Forestry Commission

- What is the GFC?

2. Technical Assistance Program

- Green Infrastructure Center
- City planning team

3. Initial Canopy Results

- How was it estimated?
- Goal setting



Georgia Forestry Commission (GFC)

A state organization that focuses on protecting and conserving Georgia's forests.

- Prevents and suppresses wildfires
- Provides rural fire department assistance
- Assists landowners and communities with forest management
- Grows and sells quality tree seedlings for planting



**GEORGIA FORESTRY
COMMISSION**



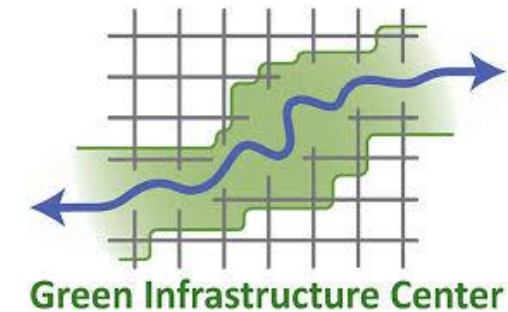
Technical Assistance Program

GFC's Urban & Community Forestry Program in partnership with the Green Infrastructure Center

- Mableton awarded technical assistance for the city's first tree canopy mapping analysis at no cost.
 - Future technical assistance opportunities could include tree code auditing and emergency/storm planning

Green Infrastructure Center

- Helps local governments, communities, and land management organizations evaluate their green infrastructure assets and make plans to conserve them.



Technical Assistance Program

City Project & Planning Team

- 3 workshops over the last 3 months to analyze Mableton's tree canopy through various categories:
 - Census block groups
 - Surface temperature
 - Zoning districts
 - Watersheds
- Multi-departmental project team:
 - Sustainability, Greenspace, and Beautification
 - Community Development
 - Parks & Recreation
 - Office of the City Manager



Initial Canopy Study Results

Citywide tree canopy is estimated to be at 55% coverage.

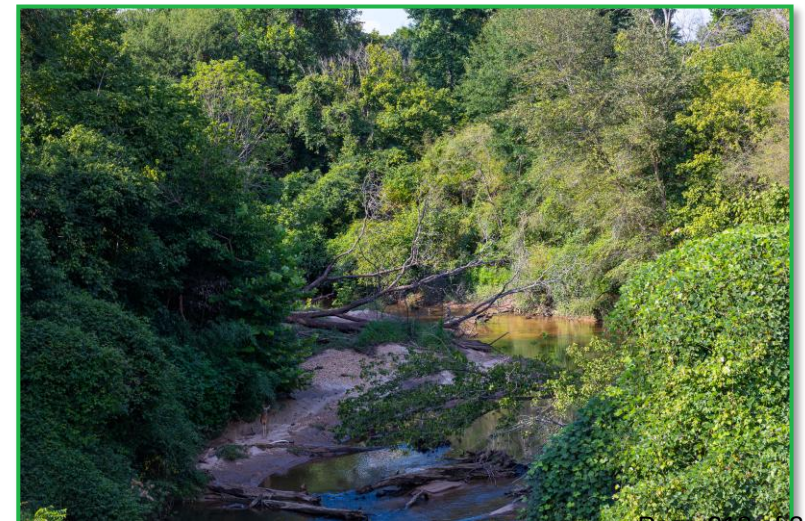
- The national average from the US Forest Service is around 30-40%.

Data captured using LiDAR systems to identify impervious surfaces and determine the height of green infrastructure/vegetation.

- Vegetation taller than 10-feet contributes to the tree canopy
- Vegetation shorter than 10-feet remains as ground cover

Potential Planting Area (PPA)

- GIS data that identifies open, pervious surfaces that would support a new tree with variable planting buffers/setbacks.
- Excludes specific land use areas like active sports fields, power line easements, airports, cemeteries, etc.



How Much Canopy Do We Have? Using Image Classification

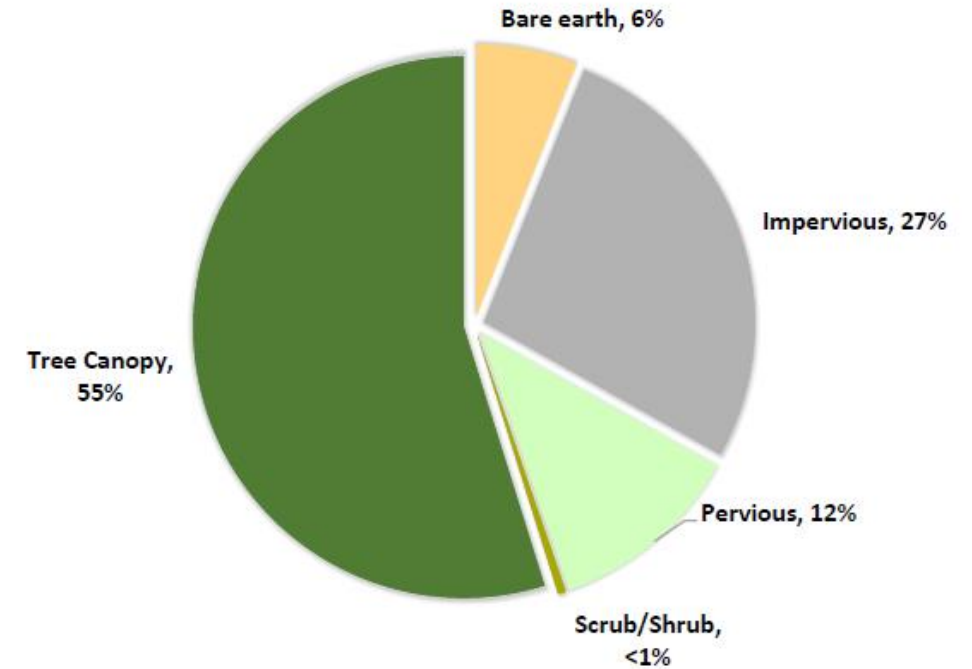
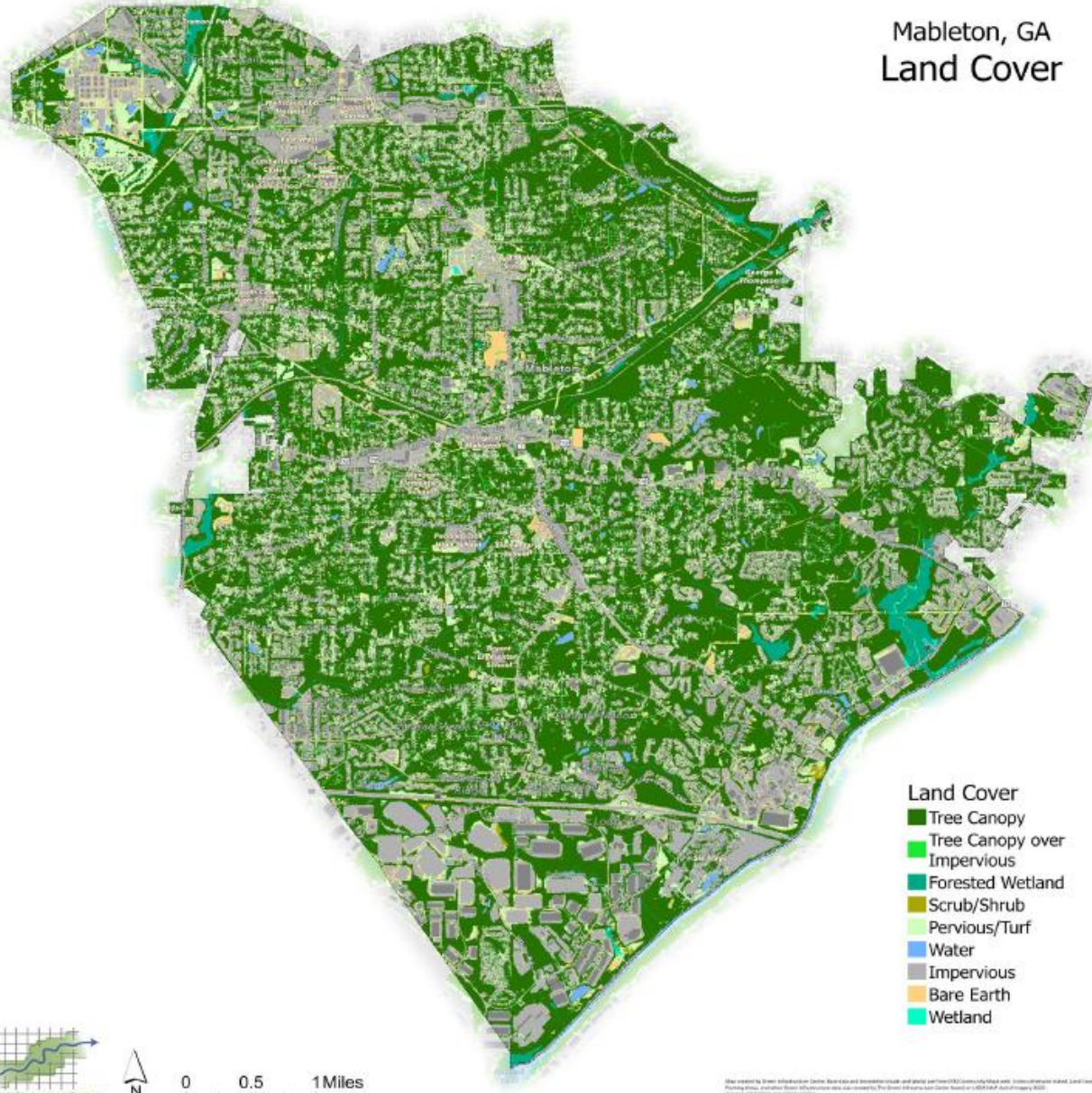
Image classification is the process of breaking an image into spatial land coverages (including tree canopy, other vegetation, impervious surfaces such as buildings, streets and parking lots).



Mableton Tree Canopy

Citywide Tree Canopy

=55% (estimation)



Mableton, GA
Potential Planting
Area

Mableton Potential Planting Areas (PPA)

Citywide 7.8% (Final)

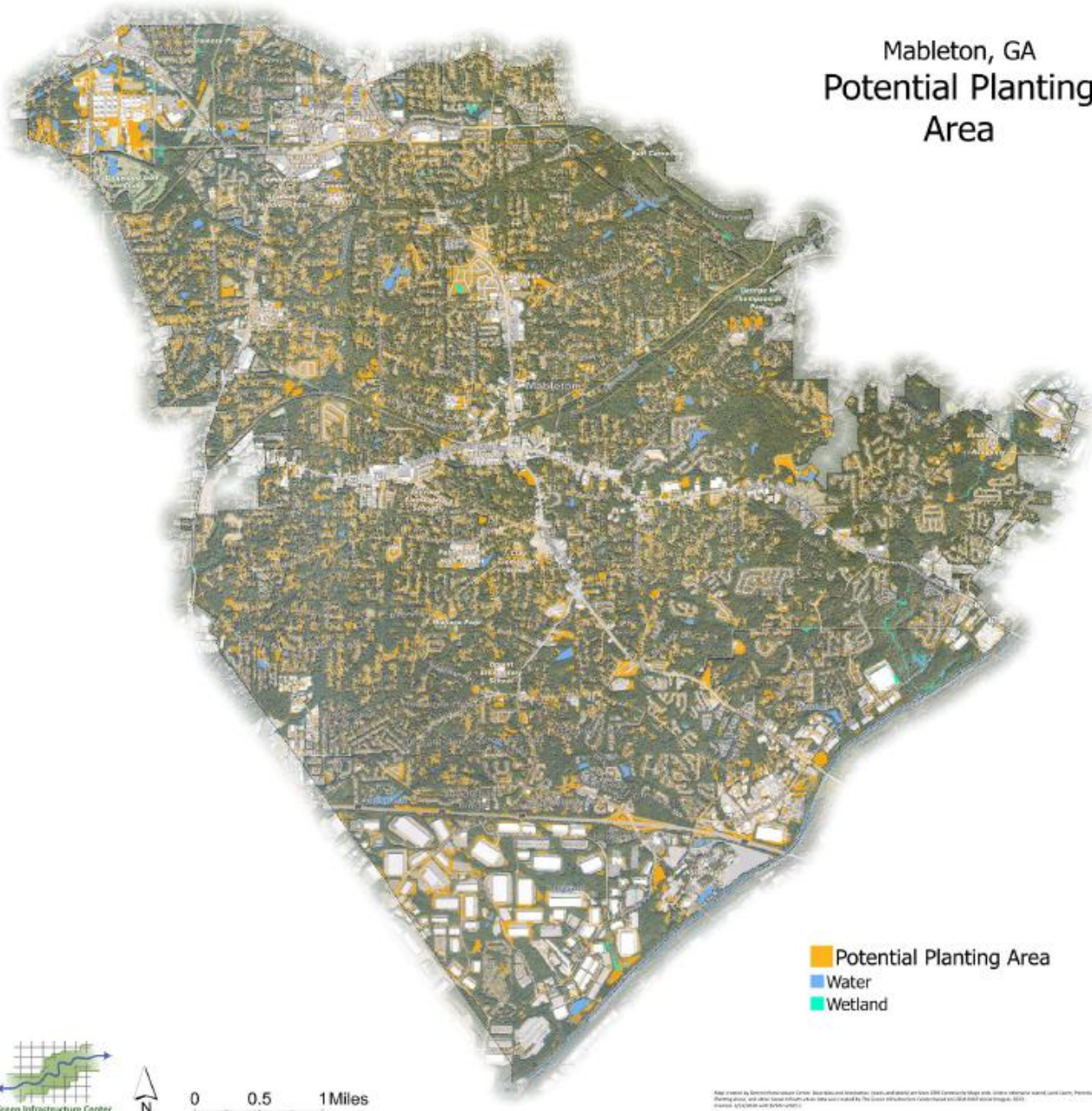
1,815 Acres (Final)

--

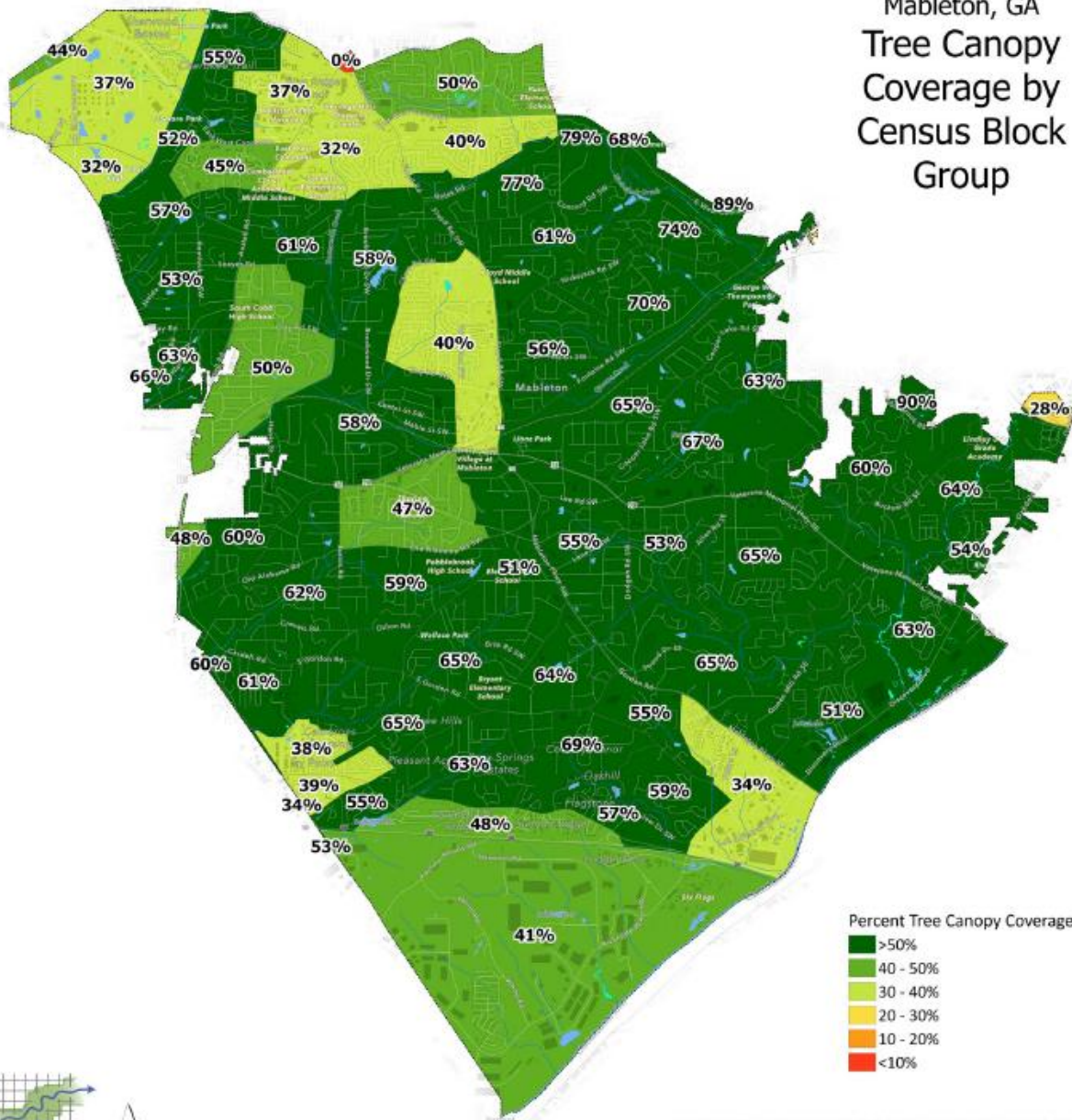
179,809 Small trees

100,687 Large trees

280,496 Total trees



Mableton, GA
Tree Canopy
Coverage by
Census Block
Group



Census Block Groups

The vast majority of CBG's within the city are well treed. The lowest tree canopy along full CBG is **28%**

Some slivers of CBGs and partials are lower canopied.

Of **67** CBG's, **47** are over **20%** impervious which influence urban heat and stormwater runoff

The majority of CBG have room for over 1,000 trees!

Example strategies:

Target lower canopied Census Block Groups for tree giveaways.

Partner with neighborhood groups on tree plantings on public spaces within a CBG.

Surface Temperature

Mableton, GA
Surface Temperature
August 16, 2025

Median Surface temperature = **99 F**

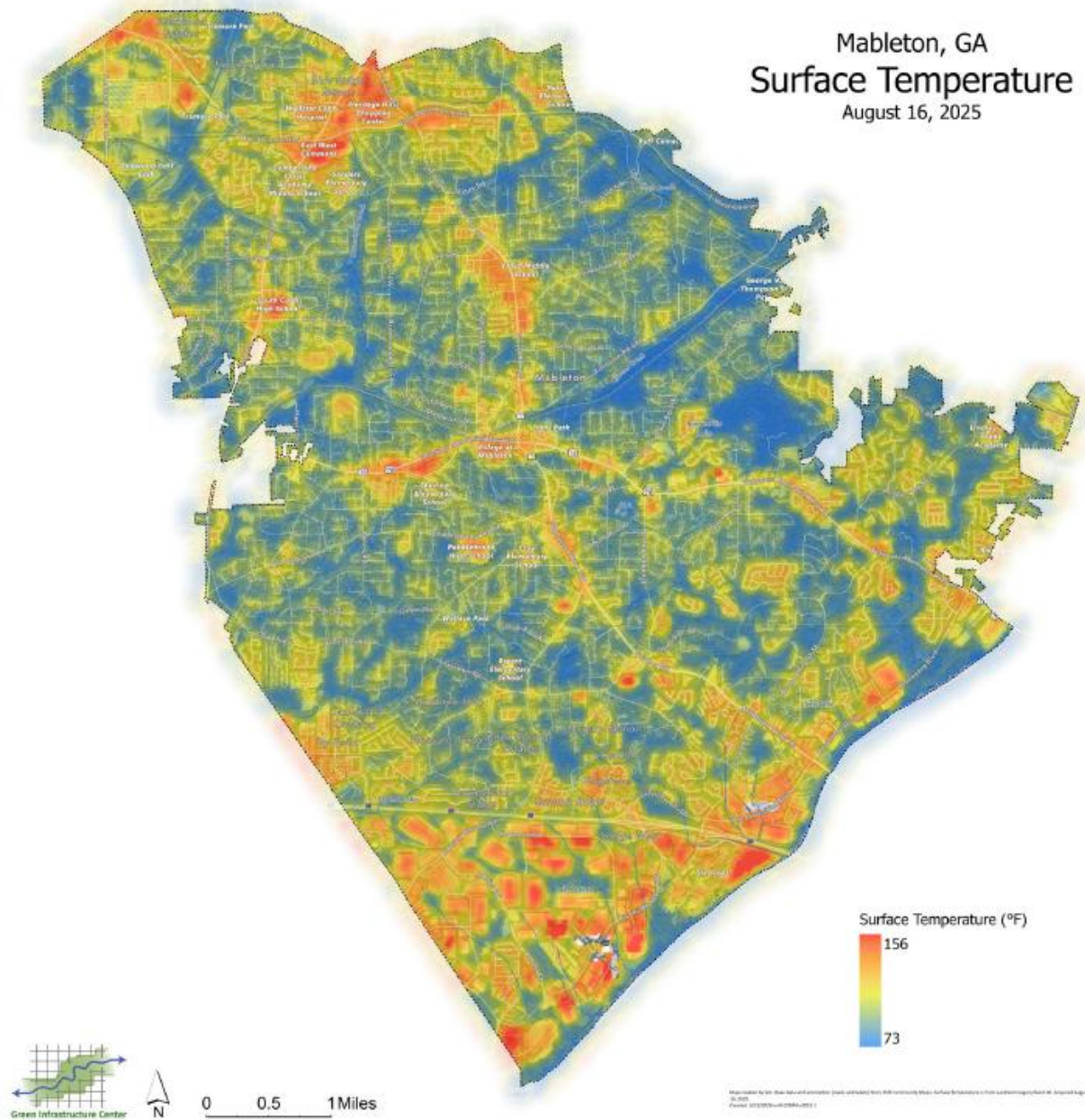
Maximum Surface temperature = **130 F**

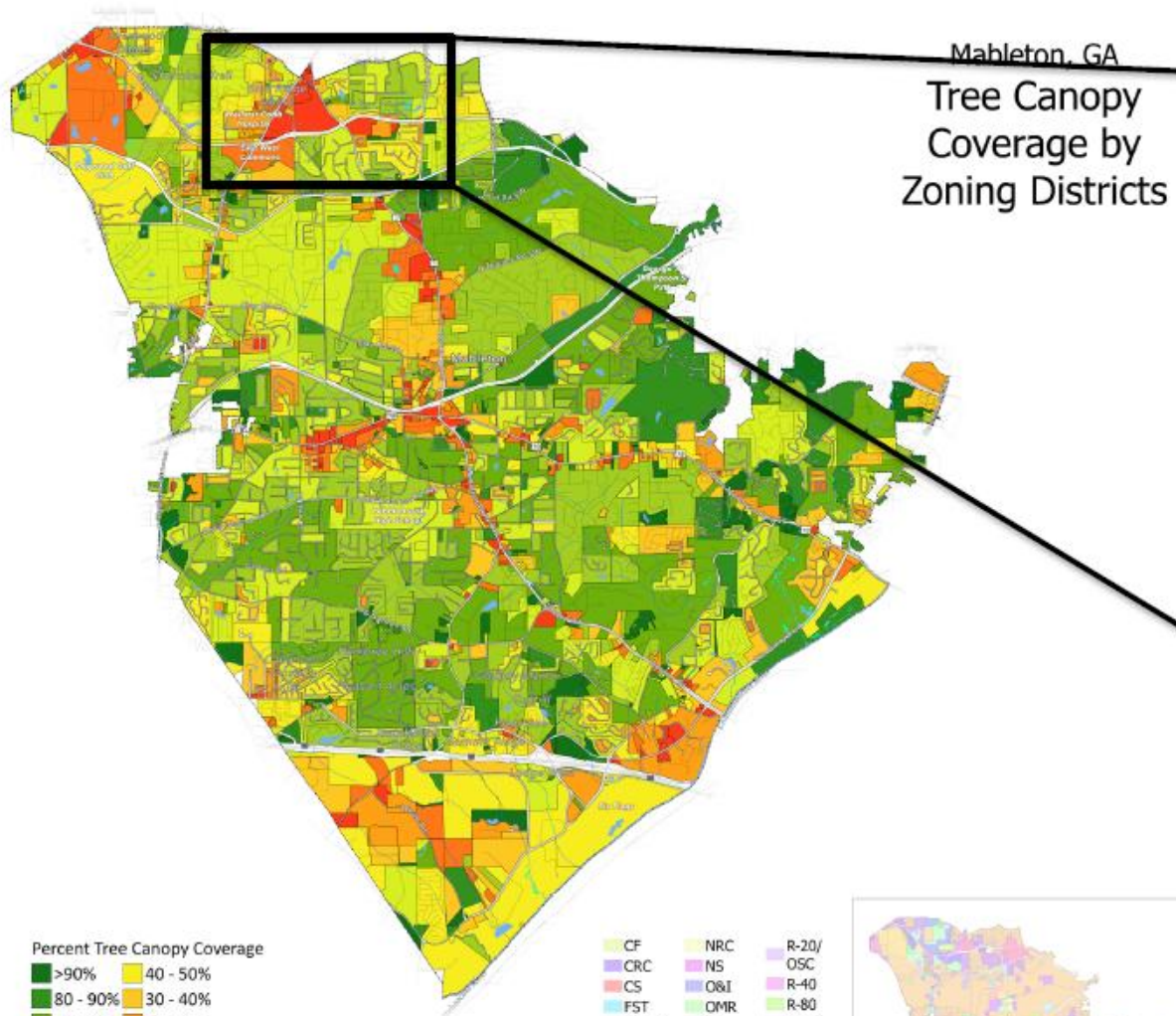
Average Surface temperature across the city = **101 F**

Example Strategies:

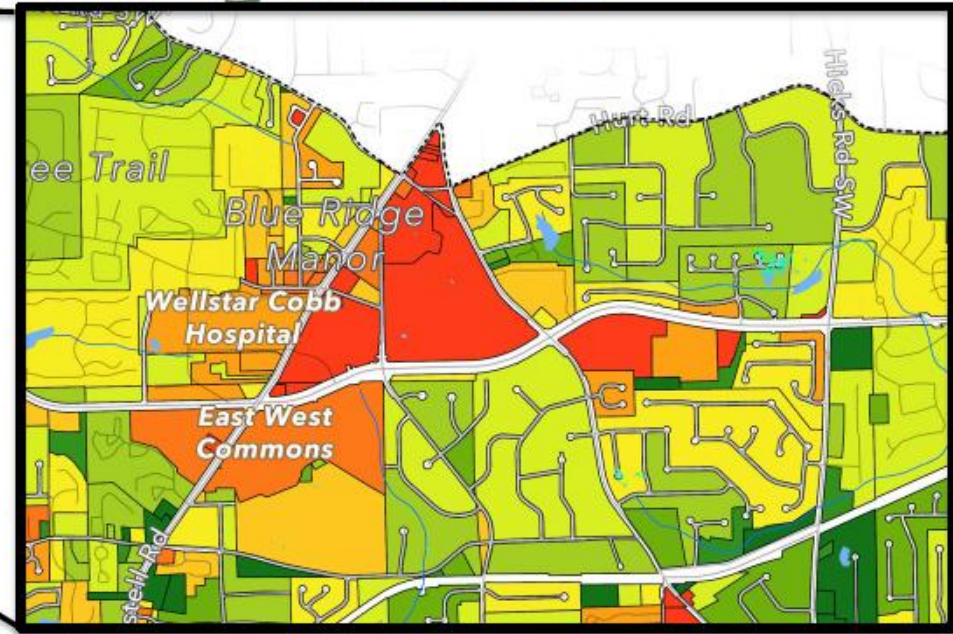
Look into ways that ordinances limit impervious surfaces during development and consider ways to strengthen them. This would have the dual benefit of mitigating urban heat island and stormwater

Again, focus tree planting efforts in hottest parts of the city



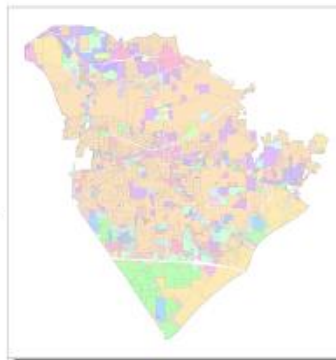
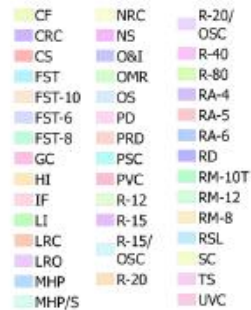
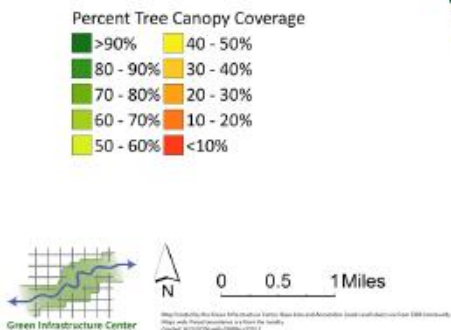


Zoning Districts

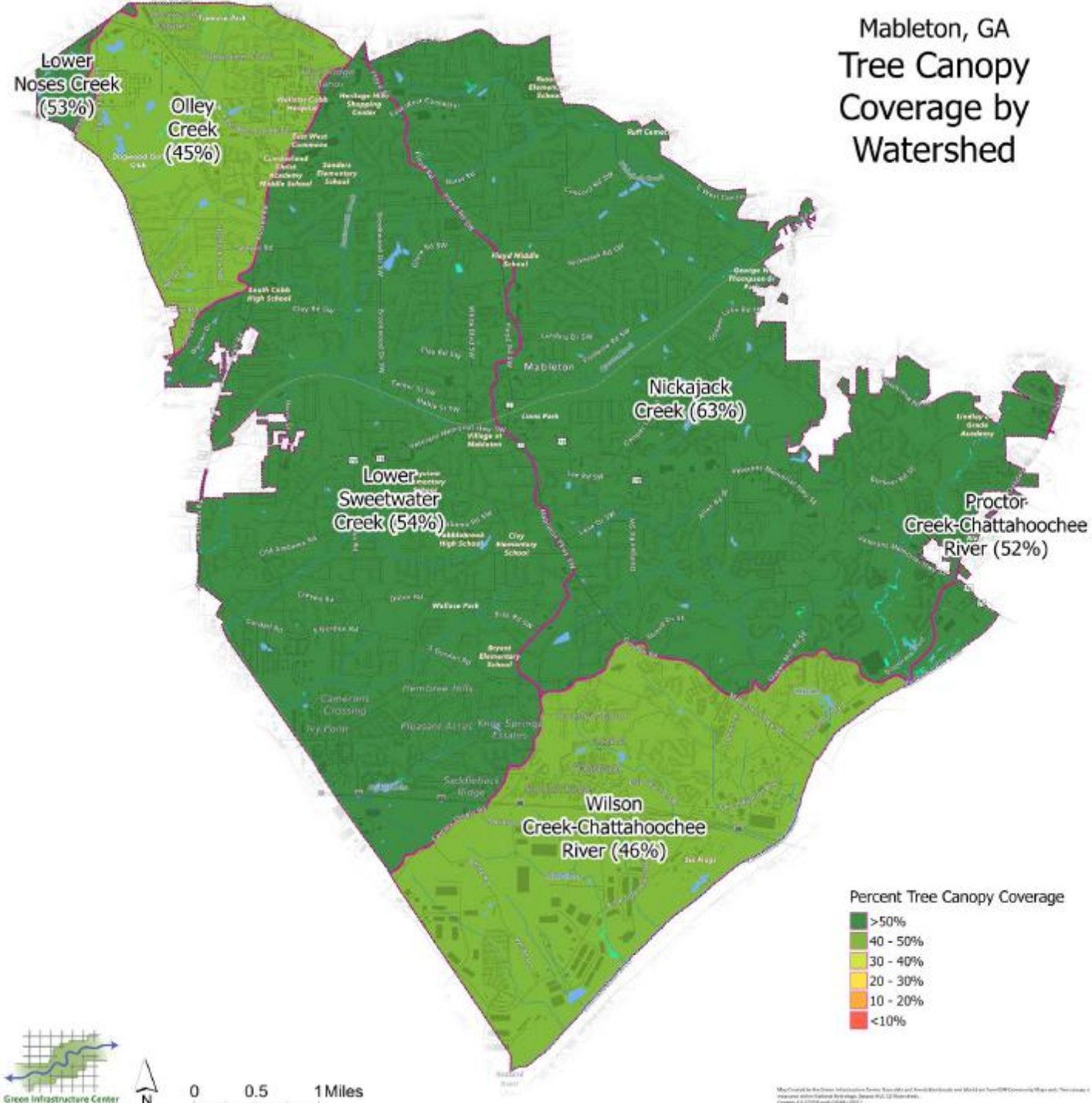


Example strategies:

During any planned ordinance updates, explore how zoning code could be updated to protect existing tree canopy.



Mableton, GA Tree Canopy Coverage by Watershed



Goals and Next Steps

- 1. Increase the city's capacity and formal structure to maintain the urban forest.**
 - Consider updates to the city's tree ordinance.
 - Maintain a city tree board and dedicated tree program funding.
- 2. Use tree canopy data and research as a basis for future updates and plans.**
 - Integrate tree canopy data and planning into a future sustainability and greenspace master plan.
 - Apply for the GFC's tree code audit technical assistance program.
- 3. Continue partnerships and current tree related outreach**
 - Maintain regional partnerships to offer educational workshops focusing on trees in the urban landscape and tree care/maintenance best practices.



Questions?



AGENDA ITEM MEMORANDUM

MEETING OF: August 26, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Consideration and Approval of Community Development Block Grant Facilities Subrecipient Agreement Program Year 2026

BACKGROUND/SUMMARY: In October 2025, the City of Mableton was notified by the U.S. Department of Housing and Urban Development (HUD) that it had been identified as a potential new Community Development Block Grant (CDBG) entitlement community. After receipt of this notification from HUD, the City of Mableton agreed to enter into a joint agreement with Cobb Urban County, under which the County (through the Cobb County CDBG Program Office) would 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. In May 2026, the City of Mableton approved a CDBG Joint Agreement for Program Year (PY) 2026 with Cobb County. This joint agreement, among other things, established the terms under which these CDBG grant funds would be utilized to include, but not limited 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.

This subrecipient agreement sets forth the amount of PY 2026 CDBG funds \$253,917 (\$263,917 - \$10,000 CDBG Program Office admin fees) appropriated by the Cobb County Board of Commissioners for award to the City of Mableton (the subrecipient) for the implementation of activities determined to be CDBG-eligible. Additionally, the subrecipient agrees to assume certain responsibilities for implementation of its CDBG assisted activities, and certifies that it will comply with applicable certifications referenced in the agreement.

BUDGETED/FINANCIAL IMPACT – FUND: NA

RECOMMENDATION: That the Mableton Mayor & City Council approve the attached Community Development Block Grant Facilities Subrecipient Agreement Program Year 2026

ATTACHMENTS:

1. CDBG Public Facilities Subrecipient Agreement Program Year 2026 (1)



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

June 29, 2026

Dear CDBG Program Subrecipient:

Enclosed are three [3] copies of your PY2026 CDBG Subrecipient Agreement. To expedite the processing of your organization's Subrecipient Agreement, ***please ensure signatures are complete on all three [3] original copies of the enclosed Agreement.***

- Page 26:** Arrange for the appropriate executive officer to sign and date the Agreement. Impress your city or corporate seal. ***If your organization does not have a seal, please write in "N/A".***
- Secure a witness to sign attesting the above signature, then print this individual's name and title.
 - ***Important: Please remember to write in the date your Governing Body/Council approved the acceptance of this Agreement and attach minutes of the meeting.***
- Page 27-29:** Attachment A: Community Development Block Grant Grantee Certifications
- Arrange for your Chief Elected Official or Board Chair to sign and date the Agreement.
 - Secure a witness to sign attesting the above signature, then print this individual's name and title.
- Page 31-33:** Attachment B: Scope of Work and Budget
- Complete the budget section of your Agreement to include your awarded allocation.
- Page 44:** Attachment I: Subrecipient's Forms
- A link has been created to download 2026 Subrecipient forms, no signature needed
- Page 45:** Attachment J: Certification Regarding Lobbying
- Complete the Certification Regarding Lobbying form.
- Page 47:** Attachment L: Security and Immigration Compliance Affidavit
- Complete the Security and Immigration Compliance Affidavit form



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

Page 48-49: Attachment M: General Assurances

- Complete the Immigration Compliance Form

Page 50: Attachment N: Personally Identifiable Information (PII) Contractor
Acknowledgment and Agreement

- Arrange for your Chief Executive Director to sign and date the Personally Identifiable Information Form.

Page 51-52: Attachment O: Conflict of Interest Policy and Certification

- Arrange for your Chief Executive Director or Board Chair to sign and date the Conflict-of-Interest Policy and Certification

Please return all three [3] original agreements to the Cobb County CDBG Program Office by **Monday, July 27, 2026**. After the agreement is signed by Chairwoman Lisa Cupid, the Subrecipient will receive a copy of the executed agreement as well as a Notice to Proceed.

If you have any questions, please contact our Office at 770-528-1455.

Sincerely,

A handwritten signature in blue ink that reads "RwalkerTowers".

Rabihah Walker-Towers
Managing Director

COBB COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM



PUBLIC FACILITIES SUBRECIPIENT AGREEMENT PROGRAM YEAR 2026

CITY OF MABLETON

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PY2026
COBB COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

NAME OF SUBRECIPIENT: **CITY OF MABLETON**

SUBRECIPIENT AGREEMENT (CONTRACT) NUMBER: **CD26-C26C4-F**

HUD GRANT NO: **B-26-UC-13-0002**

THIS AGREEMENT, made and entered into on the 1st day of January 2026 by and between Cobb County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners [BOC], hereinafter referred to as the "County", and **CITY OF MABLETON**, a CDBG Subrecipient organization (either a participating municipality in the Cobb County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Subrecipient", located within the confines of the Cobb County, Georgia, and serving CDBG-eligible residents of Cobb County;

WITNESSETH:

WHEREAS, Cobb County has received a Program Year [PY] 2026 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS a total of \$253,917.00 (\$263,917.00 - \$10,000.00 CDBG Program Office admin fees) for Public Facility Improvements from Program Year 2026 CDBG funds has been appropriated by the Cobb County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG-eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Attachment A; with the Scope of Services provided in Attachment B; with any amendments to this Agreement, included as Attachment C; with the Lease Agreement requirements included as Attachment E, if applicable; with the property use requirements included as Attachment F, if applicable; with the HUD regulations included as Attachment G; and, with the Subrecipients CDBG Application included as Attachment H;

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

Item 1. Use of Funds

The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the Cobb County CDBG Program Office shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or

subsequent amendments to this Agreement, of such determination of eligibility. **CDBG funds provided through this Agreement must be fully expended no later than December 31, 2026.**

Item 2. Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	1/1/2026
Deadline for Expenditure of Funds	12/31/2026
Agreement Termination Date	12/31/2026
Deadline for Receipt of Final Reimbursement Request	1/31/2027

Item 3. Uniform Administrative Requirements

The Uniform Administrative Requirements, as promulgated in [2 CFR Part 200], shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.

Other Program Requirements

The Subrecipient shall comply with all the requirements of 24 CFR § 570.600 - 570.614, as applicable to the Subrecipient's activity(s) to include: §570.603 Labor standards; §570.604 Environmental standards; §570.605 National Flood Insurance Program.; §570.606 Displacement, relocation, acquisition, and replacement of housing; §570.607 Employment and contracting opportunities; §570.608 Lead-based paint; §570.609 Use of debarred, suspended or ineligible contractors or subrecipients; §570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards; §570.611 Conflict of interest; §570.612 Executive Order 12372; §570.613 Eligibility restrictions for certain resident aliens; §570.614 Architectural Barriers Act and the Americans with Disabilities Act.

Item 4. Subrecipient's Obligation

The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Attachment A of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Attachment A, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.

Item 5. Compliance with all CDBG Regulations at 24 CFR §570

The Subrecipient shall comply with all the applicable requirements of 24 CFR §570 [CDBG Regulations] and OMB Circular 2 CFR §200, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. Upon request, the referenced documents are also available from the Cobb County CDBG Program Office.

Item 6. Record Keeping/Reporting

Every Subrecipient is required to establish and maintain **at least three major categories** of records:

Administrative records: These are files and records that apply to the overall administration of the Subrecipient's CDBG activities. They include the following:

- Subrecipient Agreement
- Agreement Amendment (*if applicable*)
- Budget Revisions (*if applicable*)
- Notice to Proceed
- Grant Application for Funding
- Environmental Review must be completed by the CDBG Program Office prior to commencing project (*if applicable*)
- Project Eligibility Documentation (Provided by CDBG Program Office for CDBG Projects)
- CDBG Program Office Communications

Financial records: These include the chart of accounts, a manual on accounting procedures, accounting journals and ledgers, source documentation (purchase orders, invoices, canceled checks, etc.), procurement files, bank account records, financial reports, audit files, etc.

The Subrecipient shall maintain financial records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR § 200.302 (3) and 24 CFR § 570.490, as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Cobb County CDBG Program are specified in Item 22 of this Agreement.

Project/case files: These files document the activities undertaken with respect to specific individual beneficiaries, income, property owners, and/or properties.

For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, monthly, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. **These Subrecipient-prepared reports shall be submitted in a format provided by the County at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five (5) year reporting period should not be confused with the "continued use" provisions of this Agreement, as specified in Attachment B, "Scope of Services."** The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

File Organization and Maintenance

Subrecipient should structure its project/case files and other records to comply with the general **CDBG standard for record keeping** which that records must be *accurate, complete and orderly*. Records should demonstrate that each activity undertaken meets one of the **National Objectives** for the CDBG program (24 CFR § 570.208 and particularly the record-keeping requirements at § 570.506(b) (1) - (12)) as reflected in Attachment J of this Agreement. All Subrecipients must comply with 24 CR § 5.609: Annual Income to determine the anticipated annual income of all adults in the household in accordance with the Part 5 definition of annual income.

Case File Organization

Subrecipient case files should include at minimum:

- ☐ Client File Checklist-Public Services
- ☐ Consent And Authorization to Disclose Information
- ☐ CDBG Monthly Expenditure Report
- ☐ CDBG Monthly Services Report
- ☐ Environmental Review Request Form
- ☐ Disclosure Of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- ☐ VAWA Lease Addendum
- ☐ Income Calculation Form
- ☐ Self-Declaration of Income
- ☐ Declaration of Zero Income
- ☐ Self-Employment Certification
- ☐ Non-Real Property Inventory
- ☐ Documents Required for Reimbursement
- ☐ Reimbursement Cross Check Form
- ☐ Budget Revision Request Form

Documents should be placed in order of checklist. Each project should have a separate case file.

Documenting Eligibility (see Client File Checklist-Public Services)

Retention of Records

All accounting records, reports, and evidence pertaining to all costs, expenses and the CDBG funds of Subrecipient and all documents related to this Agreement shall be maintained and kept available at the Subrecipient's office or place of business for the duration of the Agreement and thereafter for five (5) years after completion of an audit in conformity with the CDBG regulations. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which the County or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such appeals, litigation claims or exceptions.

Item 7. Funding

The County agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient has complied with all applicable regulations and requirements.

Item 8. "Hold Harmless"

The Subrecipient does hereby agree to release, indemnify, and hold harmless the County, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

Item 9. Procurement

The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with **2 CFR §200.320**.

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in 2 CFR §200.320, or such thresholds as may be amended by federal regulation, and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Subrecipient Agreement shall be returned to the County for signature by the Chairwoman of the Cobb County Board of Commissioners.

The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the procurement requirements described below:

2 CFR § 200.320 Methods of procurement to be followed. The Subrecipient must use one of the following methods of procurement:

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the Subrecipient must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Subrecipient considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c) (1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i)** A complete, adequate, and realistic specification or purchase description is available.
- (ii)** Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii)** The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised.
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services for the bidder to properly respond.
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly.
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
- (2) Proposals must be solicited from an adequate number of qualified sources.
- (3) The Subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The Subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source,
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation,
- (3) The Subrecipient or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the Subrecipient, or
- (4) After solicitation of a few sources, competition is determined inadequate.

Item 10. Property Acquisition and Relocation Services

The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years). [Lease requirements are addressed in Item 11 of this Agreement]]. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part § 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Attachments B, D, E, and/or F.

Item 11. Real Property / Non-Real Property [Non-Expendable] Continued Use

The following standards shall apply to real property/non-real property (within the control of the Subrecipient) acquired or improved, in whole or in part, using CDBG funds. The standards are:

A. Change in Real Property Status:**1. Sale of Property:**

The Subrecipient may sell the property acquired or improved with CDBG assistance at any time. If the Subrecipient sells the property or otherwise transfers ownership [title] to another entity that continues to use the property for an activity that meets a CDBG National Objective and is an eligible activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. If the Subrecipient sells the property or transfers ownership [title] to another entity that **does not continue** to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will require the Subrecipient to repay to the County CDBG Program the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of and improvements to the property. However, prior to such sale of CDBG-assisted property, the Subrecipient shall notify the County in writing of its intent to sell the property and shall determine the fair market value of the property by obtaining at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

If the Subrecipient sells or transfers the ownership [title] to the property at a point in time five [5] years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the County's CDBG Program.

2. Change in Use of Property:

The Subrecipient may change the use of the property at any time provided it complies with the following stipulations:

- (a) If the Subrecipient proposes to change the use of the property to an activity **that meets** a CDBG National Objective and is an eligible CDBG activity, the County will **not** require the Subrecipient to repay funds to the County's CDBG Program. However, prior to such change in use the Subrecipient shall notify the County in writing of its intent to change the use of the property to permit the County to notify affected citizens with reasonable notice and opportunity to comment on the proposed change in use, as required by 24 CFR § 570.505.

- (b) If the Subrecipient proposes to change the use of property to an activity that **does not meet** a CDBG National Objective or is not an eligible activity, the County will require the Subrecipient to reimburse the County's CDBG Program the fair market share of the property as adjusted for non-CDBG funds.

However, prior to such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

- (c) If the Subrecipient proposes to change the use of the property at a point-in-time five [5] years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the CDBG Program.

B. The Subrecipient shall inform the County, in writing, 30 calendar days prior to any modification or change in the use of real property from that specified in this Agreement, at the time of acquisition or improvements, including disposition.

C. Any Program Income generated from the disposition or transfer of property prior to or after the closeout, change of status or termination of the Subrecipient Agreement between the County and the Subrecipient shall be repaid to the County at the time of disposition or transfer of the property.

D. A lease Agreement, in a format prescribed by the County, must be executed between the County and the Subrecipient for any County CDBG-assisted Subrecipient activity which is to be carried out wholly, or in part, on County-owned real property. The lease Agreement shall be included in this Subrecipient Agreement as Attachment E. Said lease Agreement must contain, at a minimum, the following items and any other items determined by the County to be applicable to the specific lease:

1. The beginning and ending dates of the lease (at least 15 years to be eligible for CDBG funding assistance (applicable for new acquisition activities only).)
2. Identification of the parties to the lease, i.e., the Lessor shall be the County and the Lessee shall be the Subrecipient.
3. Identification of the precise land parcel(s) and/or structure(s) which constitute the subject of the lease.
4. Identification of the CDBG-eligible use of the real property(s) and/or structure(s).
5. A termination statement acceptable to the County and the U.S. Department of Housing and Urban Development.
6. The lease must contain a regulatory compliance statement indicating that the terms are in conformance with all applicable Federal, State, and Cobb County rules, regulations, and requirements.
7. The lease must contain a maintenance of property statement indicating that the property(s) and/or structure(s) which is the subject of the lease Agreement will be maintained in conformance with all applicable Federal, State, and Cobb County rules, regulations, and requirements.
8. The lease must contain a non-assignability clause indicating that the lease may not be assigned to any other party(s) without prior written approval by the County and subsequent execution of an amendment to the lease and to this Subrecipient Agreement.

9. The lease must contain an insurance certification statement indicating that the lessee will maintain appropriate types of insurance, as specified in the lease, on the property(s) and/or structure(s), which is the subject of the lease.
 10. The lease must contain an indemnification statement, as specified by the County.
 11. The lease must contain a statement as to governance, performance, and enforcement under the laws of the State of Georgia.
 12. The lease may contain special conditions unique to the specific lessor/lessee circumstances and/or unique to the specific property(s) and/or structure(s).
- E. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease (minimum 15 years) must be executed which meets the standards specified above in Section A. However, prior to execution of said lease, the County must approve the form and content of the Lease Agreement to ensure its compliance with the terms of this Agreement.
- F. Private non-profit Subrecipient Organizations must also execute a real property use document(s) with the County, if required by the County. Such a document(s) provides the County with a mechanism to ensure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement. In the event of the dissolution or change in status of the private non-profit organization or change in scope of the CDBG-assisted activity -- resulting in the CDBG-assisted activity becoming an ineligible CDBG activity, as defined by CDBG rules and regulations applicable at the time of such dissolution or change in status -- the County shall, at its option, exercise its right to obtain its appropriate share of the value of the CDBG-assisted property, as permitted by the rules and regulations governing the CDBG Program at the time of such an occurrence, and as specified by this Agreement. The real property use documents referenced, herein, shall be appended to this Agreement and shall constitute Attachment F.

Item 12. "Force Account" Work

The Subrecipient (limited to participating municipalities) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs - as prescribed by the County.

Item 13. Wage Rates

The CDBG Program Office shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the CDBG Program Office prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The CDBG Program Office will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

Item 14. Contracting with Small or Minority/Women Owned Businesses

It is national policy that recipients take those steps necessary to ensure that minority business enterprises (MBE), women's business enterprises (WBE) and labor surplus area firms are used whenever possible. Thus, recipients are encouraged to adopt policies and procedures that will promote the use of small, minority,

women-owned, labor surplus area and local businesses (hereafter referred to as "MBE/WBE firms") as sources for supplies, equipment, construction and professional services.

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Item 15. "Section 3" Clause

A. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR § 155, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 155 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Item 16. Environmental Clearance

The CDBG Program Office shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, in a timely manner, to the County to accomplish this task.

Funding provided through this Agreement is "conditionally approved" subject to the completion of the Environmental Review process conducted by the CDBG Program Office. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CDBG Program Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify, or cancel the projects/activities based on the results of a subsequent environmental review.

THE SUBRECIPIENT MAY NOT OBLIGATE OR EXPEND ANY FUNDS PROVIDED THROUGH THIS AGREEMENT UNTIL THE COUNTY PROVIDES TO THE SUBRECIPIENT A "NOTICE TO PROCEED," WHICH SHALL REPRESENT, IN PART, THE COMPLETION OF THE ENVIRONMENTAL REVIEW PROCESS, AND THE NOTICE FOR RELEASE OF FUNDS BY HUD FOR THE PROJECTS/ACTIVITIES IDENTIFIED IN THIS AGREEMENT.

Item 17. Technical Assistance

The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County, or when the County provides new or updated CDBG Program information to the Subrecipient.

Item 18. Review Authority

The County shall have the authority to review all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.

Item 19. Agreement Amendment(s)

This Agreement may be modified or amended by mutual Agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this Agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Attachment C, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this Agreement, the request for such amendment shall be submitted in writing form to the Cobb County CDBG Program Office in a format prescribed by the CDBG Program Office. If an amendment to the Cobb County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

Item 20. Effective Date and Termination Date

The effective date of this Agreement is the date specified on Page 4 of this Agreement. The termination date of this Agreement is December 31, 2026.

Item 21. Program Income

Subrecipients can generate program income from client fees charged to its program participants. If the Subrecipient generates any program income because of the expenditure of CDBG funds, the provisions of 24 CFR § 570.504(c) shall apply, as well as the following specific stipulations:

- A. The Subrecipient acknowledges, by executing this Agreement, the Subrecipient shall **report monthly all program income** (as defined at 24 CFR § 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. When CDBG program income is generated by an activity that is only partially assisted with CDBG funds (i.e., other funds were also used to carry out the project activity), the program income shall be prorated to reflect the percentage of CDBG funds used and deducted from the Subrecipient's monthly reimbursement request.
- B. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand.
- C. The Subrecipient further acknowledges, by executing this Agreement, 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 Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
- D. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received after the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should closeout or change in status of the Subrecipient occur because of changes in CDBG Program statutes, regulations, and/or instructions.

CALCULATING THE PERCENTAGE OF CDBG INVESTMENT

Subrecipient's Operating Budget Divided by CDBG Grant Award Equals the Investment
Percentage

EX: \$318,222 (Op. Budget) ÷ \$26,000 (Grant) = 13% (Investment)

CALCULATING CDBG EARNED INCOME

Monthly Income Earned from Client Fees Multiplied by the CDBG Investment Percentage Equals the *Amount of CDBG Earned Income*

EX: \$4,784 (Fees) x 13% (Investment) = \$609.00 (CDBG Earned Income)

Note: The Subrecipient should calculate the CDBG earned income and deduct that amount from the monthly reimbursement request.

REPORTING EARNED INCOME

The Subrecipient should submit a monthly Profit/Loss Statement documenting earned income with monthly reimbursement request.

Item 22. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The Office of Management and Budget (OMB) released new guidance on *Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. As described in 2 CFR §200.110 Effective/applicability date, this part supersedes the following OMB guidance documents and regulations under Title 2 of the Code of Federal Regulations contained in OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133.
- B. Subrecipients shall comply with the following audit requirements as listed in 2 CFR § 200.501.

§200.501 Audit requirements.

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a Subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a Subrecipient, and a contractor. Federal awards expended as a recipient or a Subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations

in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit Subrecipient.* Since this part does not apply to for-profit Subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit Subrecipients. The Agreement with the for-profit Subrecipient must describe applicable compliance requirements and the for-profit Subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit Subrecipients may include pre-award audits, monitoring during the Agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

C. Cobb County audit standards:

Because Cobb County is responsible for any grant funds provided to all participating cities and other Subrecipients, any organization or city which expends a total of CDBG funds between \$0.00 and \$750,000.00 in any fiscal year from this agreement must have an audit of those funds performed annually, or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) The Subrecipient shall have an annual audit conducted by a qualified auditor in keeping with the standards of OMB Circular 2 CFR § 200.501, Audits of States, Local Governments and Nonprofit Institutions, and a copy of the audit findings, or independent auditor's statement, shall be submitted to the Cobb County CDBG Program Office, ATTN: CDBG Coordinator, within 120 days of the end of the Subrecipient's fiscal year.
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above that person that prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by the Executive Director or a member of the governing board.
- 3) Requests for reimbursement submitted to the County shall attach a copy of the appropriate invoice and canceled check for each expense for which reimbursement is being requested. If bank checks are not returned to the Subrecipient, a copy of the bank statement identifying the check may be substituted for the check.
- 4) Cobb County shall periodically perform program reviews of Subrecipient financial records, generally at least once during the period covered by this Agreement. This review will, at a minimum, include procedures to verify documentation of expenditures requested in one or more reimbursement requests.
- 5) Any appropriate corrective action for instances of noncompliance because of these program reviews has been taken within six (6) months of notification by Cobb County that these reportable conditions exist, and

- 6) If the Subrecipient receives only CDBG funds and no other Federal funds, and if the total CDBG funds received is less than \$26,000, the Subrecipient may indicate by checking and signing here that the Subrecipient is requesting authority from Cobb County to submit a separate schedule covering CDBG funds within the General Audit of the Subrecipient. Subrecipient, herein, requests authority to submit separate CDBG schedule as a part of its General Audit:
The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this Agreement, then the applicable procedures already stated in the Agreement shall govern the Subrecipient's responsibilities to Cobb County.

The Subrecipient further agrees to send one copy of the independent auditor's report or its financial statements to the County within 120 days following the close of the Subrecipient's fiscal year.

Item 23. Performance

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in **Attachment B [Scope of Services]**. **Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this Agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant Agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.**

Item 24. Disputes, Default, and Termination

If the Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement (as amended), and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in Item 2 of this Agreement, such a determination being made by the CDBG Program Office, the Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the CDBG Program Office. If the entity fails to cure such default within such time as may be required by such notice, the CDBG Program Office may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to the entity pursuant to this Agreement shall be immediately revoked and any approvals related to the projects described in this Agreement shall immediately be deemed revoked and canceled. In such event, the Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for these projects. Such termination shall not affect or terminate any of the rights of the CDBG Program Office as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CDBG Program Office under the law and the note and mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this Agreement, in a court of equity.

Item 25. Suspension and Termination

In accordance with 2 CFR Part 200 Subpart D §338-339, Cobb County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time,
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement,
3. Ineffective or improper use of funds provided under this Agreement, or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Subpart D §339, this Agreement may also be terminated for convenience by either Cobb County or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, and Cobb County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert to the County.

Item 26. Repayments

Any CDBG funds invested in activities that do not meet the applicable CDBG eligibility requirements, or in the event a project is deemed ineligible, or terminated before completion, either voluntarily or otherwise, all funds must be repaid to the Cobb County CDBG Program Office by the Subrecipient within 30 days of notification by the CDBG Program Office. If Cobb County is no longer a CDBG Program participating jurisdiction when the repayment is made, the funds must be remitted to HUD.

Item 27. Use of CDBG funds by Faith Based Organizations**A. ELIGIBLE & INELIGIBLE USES:**

1. A Subrecipient organization **may not** use direct CDBG funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If the participating organization engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with HUD assistance, and participation must be voluntary for the beneficiaries of the HUD-funded program or service.
2. Faith Based organizations may use space in their facilities to provide HUD funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith-based organization may retain religious terms in its organizations name, select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents.

3. Faith Based organizations that participate in a HUD sponsored program, **shall not**, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary based on religion, or religious belief.
4. Faith-Based organizations **cannot use** CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. **However, HUD funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific HUD program.** In the event a structure is used for both eligible and inherent religious activities, HUD funds **may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that are attributable to eligible activities.**

Item 28. Recognition of Cobb County Board of Commissioners and the CDBG Program Office

The Subrecipient shall ensure that the Cobb County CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD are provided proper recognition for the following types of activities.

1. All CDBG Public Facilities and Capital Public Services Projects will affix proper signage in a prominent position inside/outside of its administrative offices and outside of all Project Sites which includes language recognizing the role the CDBG Program, the Cobb County Board of Commissioners, County Manager, and HUD have provided.
2. Provide the CDBG Program Office, the Cobb County Board of Commissioners, and the County Manager with adequate lead time to assist in the planning and implementation of any Groundbreakings, Dedication Ceremonies, and Special Events [i.e., Cobb County Celebration of National CD Week] in Projects funded in whole or in part with CDBG funds.
3. Copies of all reports, newspaper feature stories and articles, brochures, newsletters, advertisements, and other published materials shall contain statements which provide adequate recognition of the support provided by the CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD in the funding assistance provided to the Subrecipient.
4. Attend and/or hold such meetings, hearings, and related gatherings as the CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD require.

Item 29. Allowable Costs for Pre-Award

The CDBG/HOME Pre-Award process allows Subrecipients to incur costs prior to the receipt and execution of future years Subrecipient Agreements. The Subrecipient must "**front-end**" all costs related to the pre-award amount incurred for the activity mentioned herein this Agreement.

Cobb County will reimburse the Subrecipient annually upon allocation and receipt of the current year CDBG and/or HOME entitlement award. Please understand that Cobb County will reimburse the Subrecipient only if Congress continues to appropriate CDBG and/or HOME funds at the current funding levels and if the project continues to meet all CDBG and/or HOME requirements.

Item 30. Reimbursement Process

Cobb County utilizes a "reimbursement process" for all Subrecipients participating in the CDBG, HOME & ESG Programs. All Program funds will be paid by Cobb County to Subrecipients upon submission of acceptable payment documentation to the Cobb County CDBG Program Office by the Subrecipient in a timeframe required by the Cobb County CDBG Program Office. **Subrecipients cannot hold requests for**

reimbursement for more than two months. Reimbursement payments by the CDBG Program Office will be made using the normal 30-day payment schedule for all Subrecipient disbursements.

In no case will Cobb County reimburse any portion of any cost determined to be ineligible under this Agreement or under CDBG regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will Cobb County reimburse any cost which has been or will be reimbursed from another source.

The Cobb County CDBG Program Office may require the submission of Subrecipient's client files, via a desk audit, prior to approving any reimbursement request. Any findings of non-compliance identified during the desk audits may result in a delay in processing payments and/or may result in nonpayment of ineligible program expenses.

Submit Reimbursement requests to cdbgoofficepayments@cobbcounty.gov.

Item 31. Conflict of Interest

A conflict-of-interest situation is defined as one in which an employee, officer or agent or any member of his/her immediate family, or his/her partner or an organization that employs or intends to employ any of the aforementioned, has a financial or other interest in the selected contractor. A person who may potentially receive benefits from a CDBG/HOME assisted procurement activity shall not participate in the decision-making process. These provisions are effective for the length of their tenure and for one (1) year thereafter if they have exercised any functions or responsibilities with respect to the federally funded activity or are able to participate in the decision-making process or gain inside information related to such activity. Recipients must adopt guidelines to ensure that each procurement decision is free from actual, potential or an appearance of conflict of interest.

Per 2 CFR §200.318(c)(1), the guidelines must include a written code of standards of conduct which govern the performance of its officers, employees or agents who engage in the award and administration of contracts supported by federal funds. The following items must be included.

- No employee, officer or agent of the recipient shall participate in the selection, award or administration of a contract supported by federal funds if there is a real or an appearance of conflict of interest.
- The Subrecipient's officers, employees or agents may not solicit or accept gratuities, favors or items of monetary value from contractors, potential contractors or sub-recipients. However, a recipient may include additional guidance for situations when the financial interest is insubstantial, or an unsolicited gift is of nominal value.
- To the extent allowed by state or local laws and regulations, such standards of conduct shall provide for penalties, sanctions or disciplinary actions for violations.
- The Subrecipient may provide for additional prohibitions.

In addition to procurement and contracting, conflict of interest regulations covers other activities funded by CDBG:

- Acquisition and disposition of real property.
- Recipient or sub-recipient assistance to individuals, businesses or other private entities for rehabilitation, preservation or other improvements of private properties or facilities.
- Grants, loans or other assistance provided to businesses, individuals or other private entities such as neighborhood-based organizations, small business investment companies and local development corporations engaged in special economic development activities.
- These provisions apply to the following:

- any person who is an employee, agent, consultant, officer, elected official or appointed official,
- of the recipient,
- any member of the above-mentioned parties' immediate family,
- a partner of the above-mentioned parties.

Item 32. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Item 33. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement,
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative Agreements) and that all Subrecipients shall certify and disclose accordingly.

Item 34. Insurance

Subrecipient shall furnish Cobb County insurance certificates from its workers compensation insurance carrier certifying that it carries such insurance and that the policy shall not be canceled, nor the coverage reduced thirty (30) days' notice thereof has been given in writing to the Cobb County CDBG Program Office at the address specified in this Agreement.

Subrecipient shall obtain, at its sole cost, a comprehensive general liability and auto insurance policy or policies insuring against liability for all claims and suits for damage or injuries to persons or property resulting from or arising out of operations of Subrecipient, its officers, agents, or employees. Said policy or policies of insurance shall provide coverage for both bodily injury and property damages in not less than the following minimum amounts: One Million Dollars (\$1,000,000) combined single limit or its equivalent. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of any insured or additionally insured shall be effective until thirty (30) days' notice thereof has been given in writing to the Cobb County CDBG Program Office at the address specified in this Agreement, and maintain for the period covered by this Agreement, a policy or policies of general liability insurance or certificate of such insurance, satisfactory to the County naming Cobb County as an additional insured.

Subrecipient shall give the County prompt and timely notice of any claim made or suit instituted. Subrecipient shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which in its own judgement may be necessary for its proper protection in the prosecution of the work.

Item 35. Registration

Subrecipient agrees to maintain a current registration in the federal System Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act, P.L. 109-282, as amended by section 6202(a) of P.L. 110-262. If Subrecipient is not currently registered, it must do so within ten (10) days of the date Subrecipient executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration. Subrecipient shall also provide proof of registration within fourteen (14) days of the Effective Date.

Item 36. BUILD AMERICA, BUY AMERICAN (BABA) - Construction Materials (FAR 52.226-9) (November 15, 2021)

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 7090152 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The BABA preference for American materials and products applies to all spending on infrastructure projects by Federal agencies, including HUD.

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

Covered Materials includes the following when used in connection with an Infrastructure Project: (A) all iron and steel; (B) all Manufactured Products; and (C) all Construction Materials.

(1) Means any item of supply (including construction material) that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation (FAR) 2.101),
- (ii) Sold in substantial quantities in the commercial marketplace, and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.

(2) Infrastructure is described in 2 CFR 184.4(c) and encompasses public infrastructure projects in the United States, which includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. See also 2 CFR 184.4(d).

(3) Infrastructure Project. The term "infrastructure project" is defined in 2 CFR 184.3 and means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

(4) Iron and Steel Products. The term "iron and steel products" is defined in 2 CFR 184.3 and means an article, material, or supply that consists wholly or predominantly of iron or steel, or a combination of both.

(5) Predominantly of iron or steel or a combination of both is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

(6) Made in America Office. The term "Made in America Office" or "MIAO" means the office at the Office of Management and Budget, established by section 70923 of BABA, that is charged with, among other things, enforcing compliance with the BAP and establishing the procedures to review waiver requests proposed by a Federal awarding agency.

(7) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(8) "Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

(9) Cost of components means:

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether such costs are paid to a domestic firm), and any applicable duty (whether a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

(10) Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States, or

(ii) A construction material manufactured in the United States, if:

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign, or

(B) The construction material is a COTS item, or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest, or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including:

(A) A description of the foreign and domestic construction materials,

(B) Unit of measure,

(C) Quantity,

(D) Price,

(E) Time of delivery or availability,

(F) Location of the construction project,

(G) Name and address of the proposed supplier, and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not decide.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

Not Listed Construction Materials. The term "not listed construction materials" refers to the category of construction materials that are subject to the BAP, but not included in HUD's specifically listed construction materials, as defined in the Phased Implementation Waiver. This includes:

- i. plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube,
- ii. glass (including optic glass), and
- iii. drywall.

HUD's Phased Implementation Schedule

While BABA became effective on May 14, 2022, HUD has published a series of waivers to allow for a phasing-in of the BAP with respect to HUD's FFA programs. Specifically, HUD has waived application of the BAP until the below effective dates depending on the program and the product listed in HUD's Phased Implementation Waiver. Please refer to HUD's Phased Implementation Schedule below. For Tribal Entities receiving FFA from HUD, HUD has waived the application of the BAP through May 22, 2023.

Program	FY23 Q1	FY23 Q2	FY23 Q3	FY23 Q4	FY24 Q1	FY24 Q2	FY24 Q3	FY24 Q4	FY25 Q1
CDBG Formula Grants	● 11/15/22 Iron and steel								
Healthy Homes*		● 2/21/23 Iron and steel							
Recovery Housing Program ("RHP") Grants				● 8/18/23 Iron and steel					
All other HUD FFA**					● 2/21/24 Iron and steel				
HOME***									

*Choice Neighborhood, Lead Hazard Reduction, and Healthy Homes Production Grants
 **All other HUD FFA except HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects
 ***HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects

(End of Clause)

SIGNATURE PAGE

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 by Subrecipient Governing
Body: _____

Imprint Subrecipient Corporate Seal Here:

See Also Attachments

For Cobb County:

Lisa Cupid, Chairwoman
Cobb County Board of Commissioners

Date of Signature

Attest: _____
County Clerk's Office

Date of Signature

Rabiah Walker-Towers, Managing Director
Cobb County CDBG Program Office

Date of Signature

Board Action Date: _____

Approved as to Form:

Cobb County Attorney's Office

ATTACHMENT A
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR §570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Cobb County,
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required,
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and-moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County,
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities,
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate,
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.), and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20),
- (h) It will affirmatively further fair housing,
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Cobb County Consolidated Plan,
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act, or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above.
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR §570.608,
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR §570.606,
- (m) It has adopted and is enforcing:
 - 1. 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
 - 2. 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.
- (n) To the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement,
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and
 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all Subrecipients shall certify and disclose accordingly
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
 2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The grantee's policy of maintaining a drug-free workplace,
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph.
 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement, and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
 8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance: **Location TBD**

It will comply with the other provisions of the Act and with other applicable laws.

Signature - Subrecipient Chief Elected Official or Board Chair

Typed Name - Subrecipient Chief Elected Official or Board Chair

Title

Signature Date

ATTEST:

Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Title - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Date of Attesting Person's Signature

**INSTRUCTIONS CONCERNING LOBBYING, DRUG-FREE WORKPLACE, AND
DEBARMENT AND SUSPENSION REQUIREMENTS:**

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1552, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may act authorized under the Drug-Free Workplace Act OF 1988 [42 USC 701], as set forth at 24 CFR Part 21.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:
"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR § 1508.11 through 1508.15).
"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;].
"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Subrecipient's payroll; or employees of Subrecipients or subcontractors in covered workplaces).
7. Subrecipients shall comply with the government-wide non-procurement debarment and suspension requirements in 2 CFR Part 2424. These government-wide requirements restrict subcontractors and contractors with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance program or activities.

ATTACHMENT B

SUBRECIPIENT'S SCOPE OF SERVICES AND BUDGET

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **CITY OF MABLETON**

<u>Activity Name(s):</u>	<u>Activity Number:</u>	<u>Amount:</u>
Public Facilities	CD26-C26C4	\$253,917.00

The total PY 2026 CDBG budget for this activity shall not exceed a total of **\$253,917.00**. The Agreement shall be effective on the date specified on Page 4 of this Agreement and terminate on December 31, 2026, unless extended by the CDBG Program Office. The activity shall be completed by December 31, 2026. After that date, Cobb County reserves the right to recapture the funds for use on other eligible projects. Reporting requirements shall continue until December 31, 2031.

Administrative dollars:

In accordance with the executed Joint Agreement, *"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"*.

Scope of Work: City of Mableton will utilize CDBG funding for various Public Facility projects in low-to-moderate income areas.

GENERAL REQUIREMENTS:

Budget Modifications

Subject to written approval from the CDBG Program Office, Subrecipients may transfer funds between approved budget line items during the grant year. However, the CDBG Program Office will only accept budget modification requests once a quarter for each Subrecipient, ***for a maximum of four (4) requests per program year.***

Activity Delivery Costs/Direct Costs

Activity Delivery Costs/ Direct costs - are those costs that can be directly assigned to eligible CDBG activities under the funded program relatively easily with a high degree of accuracy. These costs are allowable costs incurred for implementing and carrying out eligible CDBG activities. The activity delivery costs cover the costs of staff directly carrying out the activity in addition to equipment and supplies that are necessary for successful completion of the activity. Activity delivery costs must be allocable to a CDBG-assisted activity or an activity that is CDBG-eligible, meet a national objective, and meet all other CDBG program requirements at 24 CFR § 570.

This standard applies equally to such items as salaries and administrative services contracts, as well as to real property and equipment purchases or leases, travel, and other administrative expenditures. If the Subrecipient submits monthly reports to the CDBG Program Office that reflect no CDBG-eligible service activity has been undertaken, then the Subrecipient will not be reimbursed for direct costs.

Reporting Requirements

Monthly Services Reports [see the form which follows] shall be filed with the Cobb County CDBG Program Office beginning with the 1st date of operation of the vehicle and/or the activity(s) and shall be submitted for a total of 5 years, following the initial month of operation. These are required while a project is active.

Special Stipulations for Non-Real Property Acquisitions

The Subrecipient shall file the Non-Real Property Inventory Form for non-real property with the Cobb County CDBG Program, upon completion of the purchase of each item. The form shall be filed by January 15 of each year, thereafter, for as long as the property shall remain in use as a CDBG-assisted activity.

CDBG BUDGET

<i>PROJECT BUDGET</i>	ORIGINAL BUDGET	LINE-ITEM REVISION	REVISED BUDGET
I. Personnel			
Salaries and Wages			
Fringe Benefits			
Consultants and Contract Services			
SUBTOTAL			
II. Non-Personnel			
Space Costs			
Rental, Lease, or Purchase of Equipment			
Travel			
Other Costs			
SUBTOTAL			
III. Architectural/ Engineering Design			
IV. Acquisition of Real Property			
V. Construction/ Rehabilitation			
VI. Other (Explain)			
TOTAL COSTS			

ATTACHMENT C

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

ATTACHMENT D
LEASE AGREEMENT

[Add If Applicable]

ATTACHMENT E

PROPERTY USE REQUIREMENTS

[Add If Applicable]

ATTACHMENT F

HUD REGULATIONS

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

- 24 CFR PART 570
- PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
- GUIDE TO NATIONAL OBJECTIVES AND ELIGIBLE ACTIVITIES FOR CDBG ENTITLEMENT COMMUNITIES
- CPD INCOME ELIGIBILITY CALCULATOR AND INCOME LIMITS
- CHAPTER 5: RECORDKEEPING AND REPORTING
- ATTACHMENT 5-1: INCOME INCLUSIONS AND EXCLUSIONS – HUD

ATTACHMENT G **INCOME INCLUSIONS/EXCLUSIONS**

Exhibit 5-1

4350.3 REV-1

Exhibit 5-1: Income Inclusions and Exclusions **24 CFR 5.609(b) and (c)**

Examples included in parentheses have been added to the regulatory language for clarification.

Income Inclusions

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services,
- (2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family,
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD,
- (4) The full number of periodic amounts received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a **periodic amount (e.g., Black Lung Sick benefits, Veterans Disability, Dependent Indemnity Compensation, payments to the widow of a serviceman killed in action). See paragraph (13) under Income Exclusions for an exception to this paragraph,
- (5) Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation, and severance pay, except as provided in paragraph (3) under Income Exclusions,
- (6) Welfare Assistance.
 - (a) Welfare assistance received by the family,
 - (b) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- (c) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus,
 - (d) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling, and
 - (8) All regular pay, special pay, and allowances of a member of the Armed Forces, except as provided in paragraph (7) under Income Exclusions.
 - (9) For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph "financial assistance" does not include loan proceeds for the purpose of determining income.
 *(Note: This paragraph also does not apply to a student who is living with his/her parents who are applying for or receiving Section 8 assistance.)

INCOME EXCLUSIONS:

- (1) Income from employment of children (including foster children) under the age of 18 years,
- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities unrelated to the tenant family, who are unable to live alone),
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, except as provided in paragraph (5) under Income Inclusions,
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member,
- (5) Income of a live-in aide, as defined in 24 CFR 5.403,
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution (see Income Inclusions (9), above, for students receiving Section 8 assistance),
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire (e.g., in the past, special pay included Operation Desert Storm),
- (8) (a) Amounts received under training programs funded by HUD (e.g., training received under Section 3),

- (b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of supplemental security income eligibility and benefits because they are set-aside for use under a Plan to Attain Self-Sufficiency (PASS),
 - (c) Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program,
 - (d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the project. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident-initiative coordination. No resident may receive more than one such stipend during the same period, or
 - (e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as a resident management staff person. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program.
- (9) Temporary, nonrecurring, or sporadic income (including gifts),
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (Examples include payments by the German and Japanese governments for atrocities committed during the Nazi era),
- (11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse),
- (12) Adoption assistance payments in excess of \$480 per adopted child,
- (13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts,
- (14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit,
- (15) Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home, or
- (16) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the *Federal Register* and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

The following is a list of income sources that qualify for that exclusion:

- (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 [b]),
- (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058) (employment through AmeriCorps, Volunteers in Service to America [VISTA], Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions),
- (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626[c])
- (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e),
- (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624[f]),
- (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552[b]; (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 [29 U.S.C. 2931], e.g., employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs, career intern programs, AmeriCorps),
- (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L-94-540, 90 Stat. 2503-04),
- (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408),
- (i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu),
- (j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056[f]), e.g., Green Thumb, Senior Aides, Older American Community Service Employment Program,
- (k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.),
- (l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721),
- (m) The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q),
- (n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991, including advanced earned income credit payments (26 U.S.C. 32[j]),
- (o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433),
- (p) Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637[d]),

- (q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805),
- (r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602), and
- (s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

ATTACHMENT H

CDBG APPLICATION

Agency's Application for 2026 CDBG Funding

Agency's application for funding on file at the Cobb County CDBG Program Office

ATTACHMENT I
REQUIRED SUBRECIPIENT FORMS

- Client File Checklist-Public Services
- Consent And Authorization to Disclose Information
- CDBG Monthly Expenditure Report
- CDBG Monthly Services Report
- Environmental Review Request Form
- Disclosure Of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- VAWA Lease Addendum
- Income Calculation Form
- Self-Declaration of Income
- Declaration of Zero Income
- Self-Employment Certification
- Non-Real Property Inventory
- Documents Required for Reimbursement
- Reimbursement Cross Check Form
- Budget Revision Request Form

Electronic copies have been provided to all Subrecipient agencies. The forms can be downloaded from the Cobb County CDBG Program Office online box at <https://app.box.com/s/pmcme6hjk5dk9l8bnpnqhsvezabz36x>

ATTACHMENT J
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGENCY'S ORGANIZATION: _____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

FIRST NAME: _____ LAST NAME: _____

TITLE: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT K
DEBARMENT/SUSPENSION CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12649. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
10. Certification Regarding Debarment, Suspension, Ineligibility a Voluntary Exclusion--Lower Tier Covered Transactions
11. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
12. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT L
SECURITY AND IMMIGRATION COMPLIANCE AFFIDAVIT
Contractor/subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned contractor or 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 for (name of contractor or subcontractor with whom such contractor or subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned contractor or subcontractor will contract for the physical performance of services in satisfaction of such contract only with contractor or subcontractor who present an affidavit to the contractor or subcontractor with the information required by O.C.G.A. § 13-10-91(b).

The undersigned contractor or subcontractor shall submit, at the time of such contract, this affidavit to (name of contractor or subcontractor with whom such contractor or subcontractor has privity of contract). Additionally, the undersigned contractor or subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of contractor or subcontractor with whom such sub-subcontractor has privity of contract). contractor or subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor or Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT M
GENERAL ASSURANCES

The Contractor and Subrecipient shall comply with the following requirements:

I. IMMIGRATION COMPLIANCE

(a) INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.

The Owner acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above provisions of this Agreement shall be considered a material breach and shall be grounds for immediate termination of the Agreement.

(b) GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006.

The Owner acknowledges that it is responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006 located at O.C.G.A. §13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02.

- A. That affidavits in the required form be executed from the Owner (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of any Owner contract and/or subcontract,
 - B. That the Owner (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the County prior to the commencement of any work under this Agreement or subcontract which is to be paid for with County funds,
 - C. That the Owner (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other Agreement for hire with any subcontractor(s), regardless of tier to be paid for with County funds,
 - D. That the Owner be responsible for obtaining and providing to the County the "Subcontractor Affidavit & Agreement" and "Immigration Compliance Certification" required under the County "Procedures & Requirements" from each subcontractor, regardless of tier, employed or retained for work under this Agreement prior to the commencement of any work under the contract or any subcontract,
 - E. That County reserves the right to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. §13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s),
 - F. That Owner and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that the County reserves the right to require the Owner to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s),
 - G. That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the Agreement) shall constitute a material breach of the Agreement and shall entitle the County to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements or entitle the County to terminate this Agreement,
 - H. That upon notice of a material breach of these provisions, the Owner (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the Agreement, the requirement that a subcontractor be dismissed from performing work under the contract, and all damages permissible by law.
- (c) S.A.V.E VERIFICATION O.C.G.A. § 50-36-1 et seq.**

The Owner acknowledges and agrees as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cobb County that the Owner shall comply with all requirements, including but not limited to, executing a S.A.V.E. affidavit with respect to this Agreement.

Signature - Subrecipient

Typed Name - Subrecipient

Title

Signature Date

ATTACHMENT N**PERSONALLY IDENTIFIABLE INFORMATION (PII) CONTRACTOR ACKNOWLEDGMENT AND AGREEMENT****Definitions of Personally Identifiable Information (PII) and Sensitive PII**

Personally identifiable information (PII) is any information that permits the identity of an individual to be directly or indirectly inferred, including any information which is linked or linkable to that individual regardless of whether the individual is a U.S. citizen, lawful permanent resident, visitor to the U.S., or employee or contractor for the Subrecipient.

Sensitive PII is PII, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

Acknowledgment And Agreement

I attest that I understand my responsibility to safeguard PII, including Sensitive PII; and, that I am familiar with and agree to comply with the standards for handling and protecting PII. I also agree to report the potential loss, theft, improper disclosure or compromise of PII. I acknowledge that I have received proper training regarding the procedures for safeguarding PII, and that I am aware of protocols should PII be potentially lost, stolen, improperly disclosed or compromised.

I further understand that my failure to act in accordance with my responsibilities outlined above may result in removal of system access, reassignment to other duties, criminal or civil prosecution, or termination if I am found responsible for an incident involving the loss, theft, unauthorized or improper disclosure or compromise of PII or Sensitive PII.

Organization: _____

Executive Director Signature: _____

Print Name: _____

Date: _____

ATTACHMENT O
Conflict of Interest Policy and Certification

The Subrecipient and the County certify that the provisions of the Official Code of Georgia Annotated, 45-10-20 through 45-10-28, as amended. The Subrecipient shall file with the County the signed Conflict of Interest Policy.

Non-Competitive Activity:

No person who is an employee, agent, consultant, and officer, elected or appointed official of a Subrecipient who receives CSBG funds should engage in any activities that are or may be perceived as non-competitive, including but not limited to the following activities:

- Agreeing with a competitor to share market segments or regions; to set prices or terms of a sale; or to boycott a third party,
- Discussing production quantity with a competitor,
- Making false or misleading statements about a competitor's products or services.

No person who is an employee, agent, consultant, officer, elected or appointed official of a Subrecipient who receives CSBG funds should engage in any activities that interfere or may be perceived as interfering with an existing contract or project between a customer (or potential customer) and a competitor.

Examples of such activities include, but are not limited to, making disparaging remarks to the customer about the competitor's performance for the customer with the intention of inducing the customer to terminate its contract with the competitor in favor of the company.

Political Contributions:

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient may not use company assets or CSBG funds to make political contributions to candidates running for a political office (i.e., in a federal, state or local election). Examples of prohibited contributions may include, but are not limited to cash, gifts, loans, tickets, or trips.

Conflict of Interest:

The Subrecipient agrees to abide by the following provisions:

No covered persons who exercise or have exercised any functions or responsibilities with respect to CSBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CSBG-assisted activity, or with respect to the proceeds from the CSBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

Confidential Information:

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient may not disclose to a third party the confidential information of the company or the company's customers. Such information may include, but is not limited to, company procedures, processes, financial information, business plans and customer lists.

Violation of Policy:

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient who violate this policy will be subject to discipline that may include suspension or termination and loss of CSBG funds.

Employees etc. who become aware of any apparent violations of this policy should notify their department managers, who in turn, should notify the CSBG Program Office.

CONFLICT OF INTEREST CERTIFICATION**TO BE COMPLETED BY THE SUBRECIPIENT:**

The _____ certifies that we have read and disseminated the CSBG Conflict of Interest Policy. In addition, we hereby certify the following (check one):

☐ To the best of our knowledge and belief, we do not presently have any conflicts of interest that might interfere with any CSBG assisted activity.

☐ We have an actual or potential conflict of interest and have described the parties, activities, and/or situation to the best of my ability below:

EXPLANATION:

Signature: _____ Title: _____

(Subrecipient Executive Director or Board Chair)

Date: _____



AGENDA ITEM MEMORANDUM

MEETING OF: August 26, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval of August 10, 2026 Work Session Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. August 10, 2026 Monday Work Session Minutes



CITY OF MABLETON, GEORGIA
Riverside EpiCenter
135 Riverside Pkwy, Mableton, GA 30168
August 10, 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 6:38pm.

2. ROLL CALL

Mayor Owens acknowledged that all of Council (quorum) was present.

3. INVOCATION

Councilmember Davis led in the invocation.

4. PLEDGE OF ALLEGIANCE

City Manager Tanks led the pledge of allegiance.

5. AGENDA ITEMS AND DISCUSSION

- a. REZ- 2026-004 - David Pearson Communities, Inc. Old Alabama Rd requests a rezoning from R-20 and R-20/OSC to RA-5 for the development of a single family detached subdivision in Land Lots 145, 201, and 258 of the 18th District; Approximately 23.119 acres located along Old Alabama Rd, Cardell Rd and Maxham Rd. - Michael Hughes, Community Development Director and Tina Garver, Deputy Director**

Mayor Owens introduced the item and recognized Community Development Director Michael Hughes and Deputy Director Tina Garver to present. Deputy Garver reviewed the rezoning application, which requested a change from R-20/OSC to RA-6 for development. The Future Land Use (FLU) designation is Low Density Residential (LDR). Deputy Garver reviewed the zoning and FLU maps, site plan, proposed elevations, applicable zoning criteria, and the applicant's letter of agreeable stipulations.

Both staff and the Planning Commission recommended denial, citing proposed density exceeding the Comprehensive Plan, as well as concerns regarding for-rent development, spacing, and the floodplain. Deputy Garver noted that if the application moves forward, staff recommends a condition addressing development within the floodplain. She also

recommended removing the reference to a potential rentable product from the applicant's stipulations.

Councilmember Jeffcoat confirmed the reasons for the denial. Councilmember Brown asked whether the builder had previously developed a for-rent community and why the rentable option was included.

Mayor Owens called for additional questions. There were none.

- b. REZ-2026-005 - SDP Acquisitions, LLC requests a rezoning from Light Industrial (LI) to Heavy Industrial (HI) for the development of an approximately 10,800 square ft building for the storage of trucks or equipment and outdoor storage/equipment yard in Land Lots 866 and 872 of the 18th District; 630 Riverside Pkwy (PIN 18086600010). - Michael Hughes, Community Development Director and Tina Garver, Deputy Director**

Mayor Owens introduced the item and recognized Community Development Deputy Director Tina Garver to present. Deputy Garver reviewed the rezoning application, which requested a change from LI (Light Industrial) to HI (Heavy Industrial) for development of a 10,800-square-foot building for truck and outdoor equipment storage. The Future Land Use (FLU) designation is Priority Industrial Area.

Deputy Garver reviewed the zoning and FLU maps, Cobb County's adopted FLU compatibility guidelines, aerial map, site plan, proposed elevation, applicable zoning criteria, and recommended stipulations addressing fencing, landscaping, and other site requirements. She noted that HI is not compatible with the FLU designation and that staff recommended the lesser LI zoning rather than the requested HI zoning.

Councilmember Ferguson asked about hours of operation and defined noise-generating activities. Councilmember Davis asked about lighting when the facility is not in operation. The applicant's attorney stated that a lighting plan could be developed and noted that the property would be gated to prevent unauthorized access.

Councilmember Ferguson also asked about enforcement of the stipulations. City Manager Tanks explained that, once adopted as an Ordinance, Code Enforcement would be responsible for enforcement.

Mayor Owens called for additional questions. There were none.

- c. REZ2026-007 - 5520 Glore Road (Parcel ID# 1701070060) - Request to rezone 1.6 acres from General Commercial (GC) to R-20 Single Family Residential District for the development of a two-story single family home. - Michael Hughes, Community Development Director and Tina Garver, Deputy Director**

Mayor Owens introduced the item and recognized Community Development Deputy Director Tina Garver to present. Deputy Garver reviewed the rezoning application, which requested a change from General Commercial to R-20 (Single-Family Residential) for

development of a two-story single-family home. The Future Land Use (FLU) designation is Medium Density Residential (MDR).

Deputy Garver reviewed the zoning and FLU maps, aerial map, site plan, conceptual elevations, and applicable zoning criteria. Staff recommended approval with stipulations. The Planning Commission also recommended approval with stipulations, including an additional stipulation requiring the final elevation to be similar in quality and size to the submitted rendering.

Council raised questions concerning the plumbing system. Mayor Owens called for additional questions. There were none.

d. Understanding Economic Development in the City of Mableton - Artie Jones, Economic Development Director

Mayor Owens introduced the item and recognized Economic Development Director Artie Jones to present.

Director Jones provided an overview of economic development, including what it is and is not, the economic development process, the six stages of commercial development, how companies evaluate and select communities, average project timelines, the role and responsibilities of the City's Economic Development Department, the importance of confidentiality, measurable performance indicators, departmental accomplishments and current initiatives, and available training tools and resources.

Council discussion focused on improving communication and understanding of the City's economic development efforts, supporting local businesses, and identifying opportunities for growth and redevelopment.

Councilmember Herndon asked about the outcomes of the ONE Mableton Breakfast. Director Jones explained that the event increased awareness of the City and Economic Development Department, strengthened relationships with local businesses and major employers, and provided insight into their specific needs and concerns.

Councilmember Ferguson asked how the City could help businesses address their needs and expressed a desire for Council to better understand the Economic Development Department's goals and available tools, including Community Improvement Districts (CIDs). He emphasized the importance of keeping Council informed about department activities, so they can better respond to constituent questions and engage with business and government networks throughout the City.

Councilmember Brown emphasized the importance of economic development to residents and asked about initiatives supporting small businesses, leveraging local talent, and reinvesting in areas that have historically received less investment. She also highlighted redevelopment powers as an important tool for revitalization.

Councilmember Jeffcoat requested additional information regarding departmental performance metrics. Councilmember Davis emphasized the need for public education

regarding economic development.

City Manager Tanks stated that he would work with the Economic Development team to improve communication with Council and provide information that can be shared with the community. Director Jones offered his team's assistance in helping Council understand and communicate economic development initiatives.

Councilmember Ferguson also asked whether the City has a plan to address economic deserts. Director Jones confirmed that the department is developing a strategic plan to address those areas.

Mayor Owens called for additional questions. There were none. Mayor Owens called a five-minute recess. The meeting resumed at approximately 8:39 p.m.

e. Parks and Recreation Department Presentation - Travis Landrum, Parks and Recreation Director

Mayor Owens introduced the item and recognized Parks and Recreation Director Travis Landrum to present.

Director Landrum provided an overview of the Parks and Recreation Department, including its mission and vision, department structure and operations, current staff, positions approved under the City's February 2026 Classification and Pay Plan, positions proposed in the FY 2027 budget, departmental tasks and objectives, project collaborations, special events, and upcoming initiatives.

Council discussion focused on space limitations, park acquisition, revenue opportunities, use of City-owned properties, and maximizing the City's existing recreational and historical assets.

Councilmember Ferguson asked about the department's greatest challenge. Director Landrum indicated that space limitations were the primary issue and noted that staff is exploring creative solutions. City Manager Tanks noted that decisions regarding parks and the department's broader direction will require Council guidance. Councilmember Jeffcoat asked about the status of potential park acquisitions, and the City Attorney advised that the matter should be discussed in Executive Session.

Mayor Owens asked about potential Parks and Recreation revenue. Director Landrum stated that the department is reviewing the fee schedule and exploring potential programs. Discussion also focused on potential uses for newly acquired City property and whether the Parks and Recreation Director's role could be expanded to oversee public facilities.

Councilmember Brown suggested exploring opportunities to generate revenue from the historic Front Street property on Glore Road. Councilmember Ferguson asked about the timeline for restoring a historic building, leading to further discussion regarding potential uses for the property.

Director Landrum then presented the Parks and Recreation 2027 Special Events Calendar,

including proposed dates and locations. Councilmember Jeffcoat asked about sponsorships. Dr. Newton reported that the City had received approximately \$15,000 in sponsorships from January to date and answered additional questions regarding specific events.

Councilmember Ferguson highlighted underutilized City resources, including access to the Silver Comet Trail. Director Landrum stated that his team would continue identifying opportunities to better utilize the City's resources and encouraged Councilmembers to leverage their community connections to support those efforts.

Mayor Owens called for additional questions. There were none.

**f. Household Hazardous Waste Collection Event Recap - Emily Ryan,
Sustainability, Greenspace, and Beautification Director**

Mayor Owens introduced the item and recognized Sustainability, Greenspace and Beautification Director Emily Ryan. Director Ryan introduced SGB Manager Julia Greatrex to present.

Manager Greatrex provided an overview of the City's household hazardous waste collection event, including event operations, grant funding, environmental impacts, and future opportunities. The event was funded in part through state funding from the Georgia Environmental Protection Division's Recycling and Waste Diversion (RWD) Grant. The City offered 250 registration slots, with 216 residents signing up, and partnered with MXI Environmental Services for sorting, packing, and processing.

Manager Greatrex discussed previous challenges and the improvements implemented to provide residents with a smoother experience. Of those registered, 142 residents participated, with no line delays and an efficient drive-through process. The event collected approximately 15,300 pounds (7.6 tons) of hazardous materials in four hours, including paint, stains, household chemicals, batteries, oils, tanks, and canisters.

Council discussion focused on disposal of hazardous materials and the processes used for recycling and disposal. Councilmember Ferguson also asked about future grant eligibility. Manager Greatrex explained that the City is not eligible to receive the grant again, but previously awarded funds have been budgeted to support two additional events.

Manager Greatrex noted that additional opportunities for hazardous waste collection are being explored.

Mayor Owens called for additional questions or comments. There were none.

**g. Department of Communications Annual Update — Gregory Woods,
Communications Director**

Mayor Owens introduced the item and recognized Communications Director Gregory Woods to present.

Director Woods provided an overview of the Communications Department, including the team's roles and responsibilities, the importance of effective communications, best practices for working with the department, the request and intake process, five forms of communication, common delays, team collaboration, first-year accomplishments, workload, the City's digital footprint, and key takeaways.

Council discussion focused on standardizing communications, developing consistent messaging on key issues, and improving proactive communication with Council and residents.

Councilmember McNeely requested clarification on the standardization of press releases. Councilmember Ferguson asked about the process for developing standardized talking points on issues of public interest. Director Woods explained that a process is being developed in coordination with the City Manager and Mayor's Office, with updates to be provided to Council.

Councilmember Brown suggested developing consistent responses to frequently asked questions to reduce miscommunication. City Manager Tanks noted that the Mayor, as the City's Chief Spokesperson, should serve as the primary voice to communicate the City's official positions. Councilmember Brown also emphasized the importance of monitoring social media and responding proactively to resident concerns rather than allowing silence to create confusion.

Councilmembers discussed concerns regarding the timing of information releases and residents conflating separate issues. Councilmember Ferguson reiterated the need for proactive communication regarding issues of general concern to residents. Director Woods stated that his office will provide Council with information on public releases before they are posted.

City Manager Tanks confirmed that staff is developing a process to better provide Council with need-to-know information while coordinating with the Mayor's Office to ensure communication is complete and consistent.

h. Discussion of the City Official Seal, Logo and Brand Identity — Gregory Woods, Communications Director

Mayor Owens introduced the item and asked Communications Director Gregory Woods to provide an update on the City's branding process and next steps.

Director Woods explained the importance of establishing a consistent city seal, logo, and brand identity and outlined the anticipated process. He noted that the process is expected to take approximately six months. The City issued a Request for Proposals (RFP) to identify a qualified firm to develop Mableton's first comprehensive brand identity system, including its official seal and logo. Approximately 40 proposals were received.

Director Woods indicated that an evaluation committee was formed to review, score, and interview the firms. The selection was narrowed to four finalists, with ID8 ultimately identified as the top firm based on its municipal experience, community engagement,

research, strategy, design, and long-term implementation support. Director Woods also noted that ID8 is a local firm with familiarity with Mableton.

Director Woods stated that staff is prepared to recommend awarding the contract to ID8 and requested Council direction. City Manager Tanks clarified that staff is not selecting the City's new logo, seal, or branding; rather, the selected firm will lead the development process with input from residents, Council, and City staff.

Councilmember Jeffcoat asked about the RFP selection criteria. Director Woods explained their process to develop a competitive RFP and evaluation process.

Council emphasized the importance of keeping Council informed on operational matters that may require their input or assistance, particularly when communicating with the public. City Manager Tanks emphasized the need to balance timely implementation with getting the branding process right the first time.

Councilmember Brown asked about the timeframe. Director Woods reiterated that the process is expected to take approximately six months, with a potential launch in the spring. Councilmember Brown expressed concern about timing and avoiding unnecessary confusion or overload for residents.

Mayor Owens indicated that the item would be placed on the consent agenda for the 24th. City Manager Tanks confirmed that funding for the project was already approved in the budget.

Council also discussed communications support for Council newsletters. Councilmember Brown asked about receiving newsletter statistics, and Councilmember Ferguson requested assistance with newsletter content creation. Director Woods acknowledged the requests and suggested that his team could provide "best practice tips" to the Council.

There were no additional comments.

6. PRE REGULAR MEETING AGENDA REVIEW

Mayor Owens reviewed the agenda for the regular meeting scheduled for Wednesday, August 12.

Director Hughes noted that TLUP 2025-004, 245 Hunnicutt Road, had previously been presented to Council and completed the full public hearing process. However, because the applicant was unable to attend, the item was readvertized and brought back before the Council. The upcoming public hearing will provide the applicant with an opportunity to speak on behalf of the application.

Mayor Owens continued the agenda review, followed by Council questions and comments. The review concluded with no additional discussion.

7. ANNOUNCEMENTS

None.

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

None.

9. ADJOURNMENT

Motion was made by Councilmember McNeely and seconded by Councilmember Jeffcoat to Adjourn at approximately 10:48pm. The motion carried 7-0.

Dr. Michael Owens, Mayor

Susan Hiott, City Clerk



AGENDA ITEM MEMORANDUM

MEETING OF: August 26, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval of August 12, 2026 Regular Meeting Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. August 12, 2026 Wednesday Regular Meeting Minutes



CITY OF MABLETON, GEORGIA
Riverside EpiCenter
135 Riverside Pkwy, Mableton, GA 30168
August 12, 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 Owens called the meeting to order at approximately 6:35pm.

2. ROLL CALL

Deputy City Clerk Alison Benson conducted the roll call and a quorum was present.

3. INVOCATION

City Manager Tanks led the Invocation.

4. PLEDGE OF ALLEGIANCE

Mayor Owens called for the Pledge of Allegiance.

5. APPROVAL OF AGENDA

Mayor Owens announced the item and called for a motion.

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

6. PUBLIC HEARINGS

- a. TLUP 2025-004 - 245 Hunnicut Rd- Parcel ID 18039100080 - Request for temporary land use permit for a dog sitting business in the RA-4 (Single Family Residential) zoning district. Community Development Director Michael Hughes**

Mayor Owens introduced the item and recognized Community Development Deputy Director Tina Garver to present. Deputy Garver presented the following information regarding the temporary land use permit application to allow for the operation of a dog pet sitting service.

Deputy Garver reviewed the following:

Zoning Map - property is zoned RA-6 (Single Family Residential) with surrounding properties zoned as R-20 (Single Family Residential).

Future Land Use (FLU) Map - low density residential designation

Aerial Map
Surrounding area photos
Interior Plan
Zoning criteria considered
Planning Staff and Planning Commission's recommendation for denial

Mayor Owens called for questions from the Council.

Councilmember Jeffcoat confirmed that this item has come before the Council for consideration. Deputy Garver explained that the item had had a public hearing before but the applicant was not able to attend so the item is coming back before the Council with the applicant present tonight for any questions. She noted that the second public hearing was properly advertised out of caution.

Mayor Owens opened the public hearing at 6:43pm. He called for those who wished to speak in favor. The applicant, Kevin Ortega spoke. Mayor Owens called for those that wished to speak in opposition. One citizen spoke in opposition (Kristie Vaguhn). Mayor Owens called for any others that wished to speak. There were none.

Mayor Owens called for Council questions.

Councilmember Jeffcoat asked if the applicant provided a copy of his state-issued license. Deputy Garver confirmed that he provided supporting documents from the Department of Agriculture. There were no additional questions.

Mayor Owens closed the public hearing at 6:55pm. Councilmember Jeffcoat explained that the motion for denial was based on concerns regarding the care of the animals and the property's location within a residential area.

Motion was made by Councilmember Jeffcoat for denial of the TLUP request; Councilmember McNeely seconded. Motion passed 7-0

7. PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS

a. Cobb County Opioid Presentation - EMS Division Chief Nick Adams

Mayor Owens announced the item and recognized EMS Division Chief Nick Adams and the Chair of the Cobb County Abatement Advisory Council to present on the impact of opioid use in Cobb County.

Chief Adams presented an overview of the opioid crisis in Cobb County, with a specific focus on Mableton, including the actions taken to date to address the epidemic.

Litigation and Settlement: In 2018, Cobb County commissioners pursued litigation against opioid manufacturers and distributors, resulting in a settlement that will provide Cobb County with millions of dollars over an 18-year period to address the opioid crisis.

Abatement Council: As part of the settlement, Cobb County was required to establish an Abatement Council. Chief Adams reviewed the Council's membership, including the specific membership requirements.

Use of Settlement Funds: Chief Adams explained how the funds are allocated across treatment services, prevention programs, recovery support, and harm reduction initiatives.

Community Applications: He provided an update on applications submitted by community members for funding and explained the application and scoring process used to evaluate requests.

Award Recommendations: Chief Adams shared the final award recipients, with 13 awards recommended for Board approval.

Chief Adams welcomed questions. Mayor Owens thanked him for the presentation. Mayor Owens called for any questions or comments from Council.

City Manager Tanks asked if the City of Mableton area has representation on the Council Board. Chief Adams responded that one member has a business in Mableton and further explained the process for the advisory board's selection. He noted that 1 of the 7 positions is rotating and that is the role of the person impacted by substance use, which opens every 2 years.

City Manager Tanks asked if the City could be provided with additional updates going forward on the impact of opioid use in Mableton. Chief Adams highlighted Cobb Fire Cares, which allows for a follow-up on every overdose in 48 hrs, which is an offer extended to the City of Mableton as well.

b. Proclamation: Honoring the Family Life Resource Center for 20 Years of Dedicated Service to Mableton - Mayor Michael Owens

Mayor Owen shared a story about a devastating fire in the City of Mableton that left a significant number of residents displaced. In response, he contacted the Washington family of Family Life Restoration Center for guidance and assistance in supporting the affected families. The Washington family responded immediately, helping ensure that every displaced family received the support and resources they needed.

Mayor Owen noted that this response was a true example of what the City of Mableton is all about—community and neighbors helping neighbors.

He then honored Family Life Restoration Center with a proclamation recognizing 20 years of dedicated service to the community. Mayor Owen read the proclamation aloud and presented the recognition to the Washington family. Photos were taken following the presentation.

Additional Comment by Mayor Owens

Mayor Owens also took a point of privilege to recognize the City of Mableton's affiliation with Keep America Beautiful, officially recognizing Keep Mableton Beautiful. He noted that the initiative, focused on beautifying Mableton, had been a long time coming and was an honor for the City. Photos were taken.

c. FY26 Quarter Four Financial Presentation - Finance Director Karen Ellis

Mayor Owens acknowledged the agenda item and recognized Finance Director Karen Ellis to present the City's FY 2026 Quarter 4 Financial Review for April through June 2026.

Director Ellis noted that the final audited financial statements will be presented to the Council in the near future.

Director Ellis provided the following financial highlights:

- The City is at **100% of its fiscal year**.
- **Revenues** are exceeding budget at **125.71%**.
- **Expenditures** are under budget at **79.87%**.
- The following revenues are trending above budget: **Franchise Tax, Insurance Premium Tax, Licenses & Permits, and Interest**.
- **Business & Occupational Taxes** are trending slightly below budget at **96.88%**.
- **Risk Management expenditures** are at **84.66%** of the budgeted amount.
- **Total cash and cash equivalents for the City:** \$15,764,891.
- **Total cash and cash equivalents for the Urban Redevelopment Agency:** \$2,157,624.
- **Combined cash and cash equivalents held on behalf of the City:** \$17,922,515 for Quarter 4 of FY 2026.

Director Ellis also provided a financial overview and revenue-versus-expenditure breakdown for the following City funds and accounts:

- General Fund
- Tree Fund
- Multiple Grants Fund
- Six Flags Special Service District Fund
- Public Safety Special Service District Fund
- Hotel/Motel Tax Fund
- Rental Motor Vehicle Excise Tax Fund
- Capital Projects Fund
- Urban Redevelopment Agency Fund

Director Ellis invited questions from the Council. Mayor Owens made a final call for questions, and there were none.

8. APPOINTMENTS

- a. **Keep Mableton Beautiful (KMB) Appointments - Emily Ryan, Sustainability, Greenspace, and Beautification Director and Administration of the Oath of Office for KMB appointees - Mayor Michael Owens**

Mayor Owens announced the agenda item and noted that, following the establishment of Keep Mableton Beautiful (KMB), the next step was to appoint members to the KMB Committee on behalf of the City.

Mayor Owens called the names of the appointed members, who were invited to come forward to receive the administration of their oath of office. Photos were taken.

Motion was made by Councilmember Ferguson and seconded by Councilmember McNeely to approve the appointment of the Keep Mableton Beautiful board members. The motion carried 7-0.

b. Mayor to Administer the Updated Oath of Office to Appointed Boards and Commissions - Mayor Michael Owens

Mayor Owens announced the agenda item and invited any individuals in attendance who serve on the City's boards and commissions to come forward to receive the updated oath of office.

Deputy Clerk Benson called the names of individuals who were pending administration of their official oaths. Mrs. Patricia Thomas, representing the Ethics Board, was the only individual in attendance.

Mayor Owens administered the updated oath of office to Mrs. Thomas, and photos were taken.

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

Mayor Owens announced the item and recognized those who wished to participate during public comment. Those who spoke included:

Brice Salley spoke about the assessment of the public safety special service district tax and the exemptions to be applied, such as the Homestead exemptions.

Pam Dyer also spoke about the assessment of the tax for the public safety special service district tax and the exemptions to be applied. She emphasized the support for the residents from the Mayor & Council.

Sam Culbreath expressed congratulations to the Family Life Restoration Center and the Keep Mableton Beautiful Appointees for their recognitions tonight. He acknowledged the success of the 26th annual back-to-school jam hosted by the Austell Community Task Force. He encouraged all to attend their regular meetings to continue community conversations.

10. CONSENT AGENDA

Mayor Owens announced the item and called for a motion.

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

- a. Approval of June 8, 2026 Work Session Minutes**
- b. Approval of June 22, 2026 Work Session Minutes**
- c. Approval of June 23, 2026 Regular Meeting Minutes**
- d. Approval of July 13, 2026 Special Called Meeting Minutes and Public Hearing Minutes**

- e. **TLUP2026-001 - Request for Withdrawal - Arturo Herndandez requests a temporary land use permit to park a total of six (6) cars on a residential property in Land Lot 506, 18th district; 71 Hillcrest Drive (PIN 18050600160).**
- f. **Approval to ratify the stormwater maintenance agreement relating to Rich's Car Wash located in Land Lots 68, 164, and 165, 18th District - 6000 Blackhawk Trail (PIN 18016400010) Stormwater Maintenance Agreement**
- g. **Approval to execute in substantial form the stormwater maintenance agreement relating to TKHC Ministries located in Land Lots 107, 17th District - 550 Lions Club Dr (17010700100) - Stormwater Maintenance Agreement**

11. UNFINISHED BUSINESS

None.

12. NEW BUSINESS

None.

13. OTHER BUSINESS/DISCUSSION

None.

14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

City Manager Tanks congratulated Mayor Owens on his reelection to the Georgia Municipal Association (GMA) Board of Directors at Large. He also recognized Council members Davis and Jeffcoat for their achievements and recognition through GMA training.

He acknowledged Artie Jones for the establishment of Meet Mableton, a long-awaited City initiative focused on promoting and highlighting Mableton-specific tourism. He also recognized the City's purchase of the building at 6116 Mableton Parkway, as well as the recent real estate closing on Front Street, which will help preserve the history and character of the area. He recognized the IT Director, Frantz Francois, for completing Chief Information Officer training.

Lastly, he recognized the City's affiliation with Keep Mableton Beautiful.

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

No Comments.

16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

Mayor Owens announced the item and recognized the Council. Council shared the following info:

Councilmember Herndon announced information about the East-West Connector Corridor Improvement Study public info open house to be held on Aug 20th. She acknowledged the 20 plus online viewers for tonight's meeting.

Councilmember Ferguson mentioned the celebration of the 20th anniversary of the

Family Life Restoration Center and encouraged all to volunteer and donate to their cause. He announced his Family Day/Townhall meeting on Aug 22nd at the local Boys & Girls club.

Councilmember Brown provided info for her first town hall meeting to be held on Aug 13th and encouraged all to come out.

Councilmember Jeffcoat thanked all for coming out. She highlighted the back-to-school event and all that was involved in that effort. She provided information about her upcoming town hall meeting on Aug 18th. She highlighted that the town hall is catered towards senior citizens. She congratulated those appointed to Keep Mableton Beautiful. She congratulated the Washington family for their efforts through their organization, Family Restoration Center.

Councilmember McNeely thanked the Family Restoration Center for its efforts, acknowledged the Keep Mableton Beautiful appointees, and recognized those returning to school while emphasizing the importance of education. He highlighted the upcoming SPLOST meetings and town halls and encouraged everyone to attend despite potential scheduling concerns.

Councilmember Davis acknowledged the nonprofit back-to-school events and emphasized the unity and engagement of the community. He congratulated Keep Mableton Beautiful appointees and acknowledged Family Life Restoration Center for their contributions. He thanked the community leaders.

Mayor Michael Owens

- thanked CEO Larry Hanson and the leaders of the Georgia Municipal Association (GMA) for his reappointment to the GMA Board and the GMA Legislative Policy Council.
- highlighted the city's recent real estate acquisitions, including the 6116 Mableton Parkway shopping center and the historic property on Front Street, as investments in the city that will support revitalization and preservation of its history.
- acknowledged the various back-to-school events and thanked everyone who donated, volunteered, and provided support.
- provided further clarification regarding the Public Safety Service District and the implementation of the public safety tax. He emphasized that the City will keep the residents informed as information is available.

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))

Mayor Owens announced the item and called for a motion.

Motion was made by Councilmember Ferguson and seconded by Councilmember Brown to enter into Executive Session for litigation, real estate, and personnel at approximately 8:21pm. The motion passed unanimously. Yeas: Davis, McNeely, Jeffcoat, Brown, Ferguson, Herndon and Owens

Mayor Owens and Council returned from executive session. Mayor Owens recognized the close of executive session and called for a motion.

Motion was made by Councilmember Ferguson and seconded by Councilmember Jeffcoat to exit executive session at approximately 9:17pm. The motion carried unanimously. Yeas: Davis, McNeely, Jeffcoat, Brown, Ferguson, Herndon and Owens.

18. ADJOURNMENT

Mayor Owens announced the item and called for a motion.

Motion was made by Councilmember Ferguson and seconded by Councilmember Brown to adjourn. The motion passed 7-0. There being no further business, Mayor Owens adjourned the meeting at approximately 9:18pm.

Dr. Michael Owens, Mayor

Susan Hiott, City Clerk



AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Gregory Woods, Director of Communications
DATE: Submitted on Aug. 5, 2026, for the Aug 10, 2026, Work Session

AGENDA ITEM: Approval to award Request for Proposals No. 26-06, City of Mableton Official Seal, Logo and Brand Identity System, to Sellier Design, Inc. D/B/A ID8, and authorize the execution of a Professional Services Agreement in the amount of \$91,650.

SUMMARY:

The City issued Request for Proposals No. 26-06 to identify a qualified firm to lead a comprehensive, research-driven process to develop Mableton's first brand identity system, including its official seal and logo. The work also includes community engagement, brand strategy, visual identity development, brand standards, templates and rollout guidance.

The City received approximately 40 responses, and four firms advanced to in-depth interviews. Following the proposal review, scoring and interview process, the evaluation committee determined that ID8 offered the strongest combination of municipal experience, community engagement, research, strategy, design and long-term implementation support. Staff recommends awarding the contract to ID8 in the amount of \$91,650.

FUNDING AND FINANCIAL IMPACT:

This is a one-time purchase budgeted item.

PROCUREMENT SUMMARY (if applicable)

Purchasing Method Used: Request for Proposals — RFP No. 26-06
Responses Received: Approximately 40
Finalists Interviewed: 4
Recommended Firm: Sellier Design, Inc. D/B/A ID8
Account: Professional Services
Account Number: 100.1570.521200.00
Requisition Total: \$91,650



REVIEW & APPROVALS:

Procurement Review: Pearl Alexander, Procurement

Approval Date: _____

Financial Review: Karen Ellis, Finance Director

Approval Date: _____

Legal Review: Emilia Walker, Legal

Approval Date: _____

Concurrent Review: William Tanks, City Manager

Approval Date: _____

ATTACHMENT(S):

Request for Proposals No. 26-06

ID8 Proposal

Professional Services Agreement





AGENDA ITEM MEMORANDUM

MEETING OF: August 26, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval for the Mayor to execute in substantial form the of a Software Services Agreement and Statement of Work between the City of Mableton and Tyler Technologies for Implementation and Annual License for Financial ERP Software

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. Agenda Memo Finance ERP



AGENDA MEMO

TO: Honorable Mayor and City Council Members
FROM: Denise Lowe, Deputy Finance Director
DATE: Submitted on August 18, 2026, for August 26, 2026, Regular City Council Meeting

AGENDA ITEM: Approval of a Software Services Agreement and Statement of Work between the City of Mableton and Tyler Technologies for Implementation and Annual License for Financial ERP Software.

SUMMARY:

In December 2025 after the City successfully approved a Public Safety Special Services District, the Finance department began reviewing staffing requirements, existing software capabilities and technology standards necessary to support a larger billing cycle with this endeavor. On January 29, 2026, the City issued RFP 26-02 to solicit sealed proposals for a comprehensive Financial Enterprise Resource Program (ERP) software solution. Final proposals were submitted by 12 proposers on March 2, 2026. An evaluation team of three key staff members reviewed each submittal and consulted with performance references from other cities. The bidders were narrowed down to three firms to provide demonstrations based upon their statements of work. They were:

1. BS&A Software (the City's current provider)
2. GovTech / Edmunds, and
3. Tyler Technologies

Further evaluation included financial analysis, operational impacts, system integration capabilities, long-term sustainability, and customer service considerations. The Evaluation Team recommends Tyler Technologies to be in the City's best interest as a future ERP solution that best supports the City's long-term operational, customer service, and enterprise technology objectives. Tyler Technologies provides a unified platform that connects financial management, property tax, procurement, and payroll while supporting seamless integration with other City department software solutions. Tyler provides a comprehensive financial management software solution that deeply understands the public sector. Tyler Enterprise ERP (EERP) is highly used throughout the State by such cities as Smyrna, Kennesaw, Sandy Springs, Milton, and South Fulton. Tyler EERP is a fully integrated, purpose-built platform designed to support the operational, financial, and compliance requirements for local government.



FUNDING AND FINANCIAL IMPACT:

The estimated five-year cost comparison is summarized below:

- **BS&A**
 - 5-Year Total: Approximately \$406,535
 - Annual cost of \$72,075 with an annual escalator of 5%
 - One-time implementation cost for needed Cash Receipting module of \$8,300
- **Tyler EERP**
 - 5-Year Total (Includes Implementation): Approximately \$771,745
 - Annual cost of \$111,962 with no escalator until Year 4, also at 5%
 - One-time implementation cost of \$194,860

Recurring annual SaaS costs are budgeted for in the FY2027 Budget for the Finance department. A total of \$250,000 is currently budgeted in the Capital Projects fund for the one-time implementation costs. Although Tyler EERP carries a higher direct cost, Staff believes the additional investment is offset by operational efficiencies, improved integration, reduced system fragmentation, and enhanced customer service capabilities.

ALTERNATIVES:

If this contract is not approved, Staff will remain with the current financial software provider and continue to work on fixing system deficiencies where possible. Although this option represents a lower direct financial cost, current operational inefficiencies, fragmented workflows, and duplicate systems will continue to make processes inefficient.

PROCUREMENT SUMMARY

Requisition Total:	100-1510-521300.00	\$111,962	Year One SaaS
	300-1535-542400.00	\$194,860	Implementation cost

REVIEW & APPROVALS:

Financial Review: Karen Ellis, Finance Director – August 17, 2026
Legal Review: Emilia Walker-Ashby, City Attorney – August 17, 2026
Concurrent Review: William Tanks, City Manager – August 17, 2026

ATTACHMENT(S):

Software as a Service Agreement



AGENDA ITEM MEMORANDUM

MEETING OF: August 26, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Approval for the Mayor to execute in substantial form of a Software Services Agreement and Statement of Work between the City of Mableton and SagesGov for Implementation and Annual License for Community Development and Code Enforcement Software

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. Staff Memo
2. Sages Agreement
3. Summary of Features



AGENDA MEMO

TO: Honorable Mayor and City Council Members
FROM: Tina Garver, Deputy Community Development Director
DATE: August 18, 2026, for the August 26, 2026, Regular City Council Meeting

AGENDA ITEM: Approval of a Software Services Agreement and Statement of Work between the City of Mableton and Sages Networks Inc. for Implementation and Annual License for Community Development/Code Enforcement Software.

SUMMARY:

In November 2023, the City engaged with GovPilot as its inaugural software solution for the Community Development and Code Enforcement departments. After one year of use of this product, it was determined that GovPilot could not serve the growing needs of community development. Some deficiencies of this program for business license was limited two way communication, and it did not carry data over year to year to simplify the renewal process. Code enforcement was limited by the lack of mobile functionality and reporting functions. The software had limited adaptability, where all changes were required to be made by the vendor rather than by the city. The building division was not able to successfully implement the solution.

After a department director was hired in November 2024, another software solution was introduced as an improved product. In February of 2025 the city entered into an agreement with Cloud Permit to serve as an interim, lower cost product to serve the community development and code enforcement functions until a fully integrated solution could be identified. Cloud Permit was a more adaptable product that could be implemented quickly and staff could make changes as needed to meet the needs of the growing city. However, this product has limitations being that it is geared to smaller cities, does not include digital plan review or streamlined work flow capabilities. Code Enforcement was not able to implement this software because it was not able to incorporate city code sections and had limited mobile functions.

Gov Pilot and Cloud Permit were implemented concurrently for the building division. Cloud Permit was more functional than the product provided by Gov Pilot for the building division, and therefore the building division did not utilize GovPilot.



At this time, Community Development is operating using CloudPermit, and Code Enforcement is operating using Gov Pilot. The city provided notice of intent to cancel the contract for Gov Pilot per the terms of the contract on September 16, 2025 and is scheduled to end on November 30, 2026. The city has a contract with Cloud Permit that was executed in February of 2025, renewable for three years, unless cancelled in compliance with the contract.

On January 29, 2026, the City issued RFP 26-03 to solicit sealed proposals for a comprehensive Community Development, Code Enforcement, and Building Official Software solution. Final proposals were submitted by 15 proposers on March 2, 2026. An evaluation team of three key staff members reviewed each submittal and consulted with performance references from other cities. The bidders were narrowed down to five firms to provide demonstrations based upon their statements of work. They were:

1. Citizenserve
2. CivicPlus
3. RedMark Technologies
4. Sages Network Inc., and
5. Tyler Technologies

Further evaluation was completed by community development and code enforcement staff visited cities utilizing software and checking references prior to making the final selection.

The Evaluation Team recommends Sages Network Inc. (Sages) to be in the City's best interest as a future software solution that best supports the City's long-term operational, customer service, and enterprise technology objectives.

SagesGov is a software solution which will support all community development and code enforcement functions. This solution specifically supports permits, inspections, certificates of occupancy, zoning and planning applications, land development, code enforcement and business license. The software offers a dashboard and workflow features to route plans to appropriate staff for review and perform electronic reviews of plans. For code enforcement, this solution offers the creation of code enforcement cases with pictures, predefined violations, resolutions and comments can be created in the field using a mobile app with a scheduled date for follow up inspections. Notice of violations, citations and other letters can be generated via custom templates. This software will assist community development and code enforcement in consolidating all functions in one software solution and streamline the functions for the public with one main online solution.



The software integrates with ArcGIS and will provide the reporting functionality required of the community development and code enforcement departments.

Key Software Integrations

- See Click Fix Integration: Automatically channels citizen-submitted non-emergency reports directly into the official code enforcement workflow.
- GIS Validation Mapping: Connects with local Geographic Information Systems to auto-populate parcel numbers, property ownership records, and zoning districts.
- Unified Land Management: Operates as a modular suite that bridges code enforcement data with local Business Licensing, Permitting, and Electronic Plan Reviews
- Integration with BlueBeam to allow collaborative electronic plan review and plan stamping.

Core Mobile Capabilities

- Rapid Case Creation: Officers generate a new case on-site in under 60 seconds using their current GPS coordinates.
- Cross-Platform Operation: The field application functions natively on iOS, Android, and Microsoft Surface devices.
- Real-Time Database Syncing: Inspection findings and photos uploaded on-site instantly update the office database to eliminate end-of-day data entry.

On-Site Documentation Access

- Field personnel can instantly pull up connected permits, layout plans, zoning documents, and historical photos while standing at the property.
- Key Features of Mobile Code Enforcement Field Case Creation: Inspectors initiate, document, and close cases on site using iOS, Android, or Windows devices.

Real-Time Syncing

- Instant photo uploads and status notes remove end-of-day paperwork delays for office staff.

Citizen Request Apps

- Residents submit non-emergency code complaints, upload photos, and track resolution progress straight from mobile apps.

FUNDING AND FINANCIAL IMPACT:



The estimated five-year cost is summarized below:

Sages Network Inc.

- 5-Year Total (Includes Implementation): Approximately \$350,520
 - Annual cost of \$53,034 with no escalator through the 5-Year pricing
 - One-time implementation cost of \$76,600

Recurring annual Service as a Software (SaaS) costs are budgeted for in the FY2027 Budget for the Community Development and Code Enforcement departments. A total of \$250,000 is currently budgeted in the Capital Projects fund for the one-time implementation costs. Although Sages carries a higher direct cost, Staff believes the additional investment is offset by the functionality of this software including better routing of reviews, workflow mapping and mobile functionality. These features will save staff time and improve efficiencies which will offset the additional financial commitment.

ALTERNATIVES:

If this contract is not approved, staff will need to continue to use Cloud Permit for another year for permitting, business license and planning and zoning functions. This solution was intended to be an interim solution rather than long term. Code Enforcement will need to seek out additional software solutions, as the contract with Gov Pilot is set to expire this year.

PROCUREMENT SUMMARY

Requisition Total:

Description	Account	Amount
Year One SaaS	100-7000-521300.00	\$54,784
Implementation cost	300-1535-542400.00	\$76,600

REVIEW & APPROVALS:

Financial Review: Karen Ellis, Finance Director – August 17, 2026



Legal Review: Emilia Walker-Ashby, City Attorney – August 17, 2026

Concurrent Review: William Tanks, City Manager – August 17, 2026

ATTACHMENT(S):

Software as a Service Agreement

STATE OF GEORGIA
COUNTY OF COBB

AGREEMENT BETWEEN THE CITY OF MABLETON AND SAGES NETWORKS INC., FOR
SOFTWARE, LICENSING, MAINTENANCE AND SUPPORT SERVICES

THIS AGREEMENT for Software Licensing, Maintenance and Support is entered into this _____ day of _____, 2026, by and between Sages Networks Inc. having its principal place of business at 100 North Point Center, Suite #225, Alpharetta, GA 30022 hereinafter referred to as “Sages”, and The City of Mableton, hereinafter referred to as “The City”.

RECITALS:

WHEREAS The City desires to procure SagesGov SaaS software from Sages; and

WHEREAS, The City has agreed to engage Sages for the software as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of the Recitals and mutual promises contained herein, The City and Sages agree to as follows:

[The Remainder of this page intentionally left blank]

Definitions

“SagesGov Application” or “SagesGov SaaS Software” is the Sages cloud based Electronic Plan Review, Permitting, Inspections, Licensing & Code Enforcement software.

“SagesGov Staff User License” refers to an individual who is a user authorized by The City to use the SagesGov Application, for whom The City Department has ordered the Service, and to whom The City Department (or Sages at the request of The City) has supplied a user identification and password. Users may include, for example, your employees, consultants, contractors and agents, and third parties whom The City hires.

“External User” refers to any registered users of the SagesGov Application including but not limited to Citizens, Contractors, Builders, Business Owners and Residents. External Users cannot be employed by The City, cannot be hired by The City to perform services on behalf of The City, and cannot offer plan review, permitting, business licensing or code enforcement services or any other city services.

“Maintenance and Technical Support” is the continuous attention to and updating of SagesGov Application software and technical support services provided by Sages to The City for the SagesGov applications. It does not include functional support issues such as: how-to questions, usage or process-related clarifications, training, custom documentation, custom programming, changes to configuration or onsite visits.

“Functional Support” covers support by Sages staff limited to the number of hours in The City’s Monthly Functional Support Plan and covers the following: questions about system functionality, questions about system configuration, how-to questions, Minor tweaks to system configuration, login issues, diagnosing integration and Staff User environment issues.

"The City Data" refers to The City's case records in SagesGov and all information and files in SagesGov associated with The City's project/case records.

Scope of Services

1. Compensation; Time of Payment

SagesGov Electronic Plan Review, Permitting, Mobile Inspections, Licensing & Code Enforcement Software Solution Pricing for Mableton GA				
Table 1	5 Year Costs			
Year	SagesGov Licensing, Electronic Plan Review, Permitting, Mobile Inspections, Licensing & Code Enforcement Annual Software Subscription	One Time Implementation Costs	Total / Year	
Year 1	\$54,784	\$76,600	\$131,384	
Year 2	\$54,784		\$54,784	
Year 3	\$54,784		\$54,784	
Year 4	\$54,784		\$54,784	

Year 5	\$54,784		\$54,784	
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Table 2 Annual Subscription Costs - SagesGov Software				
Item	Description	Quantity	Unit Price	Yearly Cost
1	Upfront Software License	0	\$0.00	\$0.00
2	Cost of Hardware, Server Software, Database software, and Hosting Costs	0	\$0.00	\$0.00
3	Costs of Rent, Power, Air Conditioning, and other Data Center costs.	0	\$0.00	\$0.00
4	Staff user license: SagesGov Electronic Plan Review integrated with Bluebeam Revu Software Subscription	7	\$2880 / Year	\$20,160
5	Staff user license: SagesGov Licensing, Permitting, Mobile Inspections & Code Enforcement Software Subscription	8	\$1728 / Year	\$13,824
6	Staff user license: SagesGov Code Enforcement Software	5	\$1000 / Year	\$5000
7	Floating License: SagesGov Electronic Plan Review integrated with Bluebeam Revu Software Subscription**	2	\$2880 / Year	\$5,760
8	Bluebeam Revu Core Subscription: For drawings review, markups, redline, comments and measurements.	7	\$350 / License	\$2450
9	Functional Support after Go Live this is for how-to questions, and small tweaks to setup and configuration.	2 hour / month	\$225/hour	\$5,400
10	Annual Maintenance ESRI GIS Integration using Arc GIS online REST endpoint for Address and Parcel validation for Mableton	1 Adapter	570 / year	\$570.00
11	Annual Maintenance Integration with Finance system Integration	1 Adapter	750/year	\$750.00
12	Annual Maintenance Integration with Forte Payment Gateway for online Fee payment	1 Adapter	870 / year	\$870.00
13	External users: Builders, Architects, Contractors, and Citizens.	Unlimited	\$0.00	\$0.00
	Total Annual SagesGov Electronic Plan Review, Permitting, Mobile Inspections, Licensing & Code Enforcement Software Subscription, Technical Support, Maintenance - 30 Staff and External Users			\$54,784 / year

** Floating License: For every 10-regular license, you are eligible to purchase a floating license that is shared amongst 5 users. Once a floating license user logs in to SagesGov their license is released the next day.

Table 3			What's included in the SagesGov Annual Subscription / One-Time Costs?
Item	Description		
1	Public Portal, Role based system, Online Submission / Re-submission of drawing files, supporting documents, Intake, Routing, Electronic Plan Review, integrated with Bluebeam Revu, Markup, Comparison, Overlay, Checklists, Predefined Comments, Comments & Responses, Meetings, Notices, Emails & Alerts, assign coordinators, Assign Reviewers, Manage Reviewer workloads, Custom application, and data forms, auto add Reviews, Business License, Permitting, Mobile Inspections, Certificates, Notices, Holds, Letters & Documents, History, Search, User Dashboards, Standard Reports and Administration module.	Cost Included in SagesGov Software Annual Subscription	
2	Annual Technical Support and Maintenance.		
3	Enterprise-level cloud-based software hosted on the Microsoft Azure platform.		
4	Cost of Technical support, monitoring, ensuring uptime and quick responses to issues.		
5	Cost to store Drawing files, Plan Review Reports, Permits, Inspection tickets, Certificates, and other documents.		
6	Cost of Hardware, Server Software, Database software and Hosting Costs.		
7	Cost of Personnel to manage Servers, Network, Hardware, and keep them up to date.		
8	Costs of Rent, Power, Air Conditioning, and other data center costs.		
9	Costs to handle software development, upgrades, and patches to the SagesGov product every 6 months.		
10	Cost of Personnel to Manage backup and disaster recovery.		
	Total	\$0.00	

Table 4					One Time Costs - Initial Setup, Configuration, Professional Services & Training
Item	Description	Quantity	Unit Price	One Time Cost	
1	Service: SagesGov Base Setup and Configuration, Departments, Disciplines, File Type, Users and Roles	1	\$7,500.00	\$7,500.00	
2	Service: Setup Workflow for Permitting, P&Z processes, Code Enforcement Application forms, Emails, Review Types, File Types, Holds, Alerts, Checklists, Plan Review Reports and Notices for Mableton	6 processes. 10 hours per process.	\$150 / hour	\$9,000	
3	Service: Setup Workflow for Licensing processes, Application forms, Emails, Review Types, File Types, Holds, Alerts, Checklists, and Notices for Mableton	2 processes. 30 hours per process	\$150 / hour	\$9,000.00	
4	Hands-on Remote Training: SagesGov & Bluebeam Revu Training 3 hours per session. up to 12 staff users / sessions. Training the Trainer.	2 sessions	\$1750/ session	\$3,500.00	
5	Professional Services during requirements gathering, configuration, integration, UAT & go live includes Project management.	44 hours	\$225 / hour	\$9,900	

6	Data Migration using SagesGov standard data loader. Data Migration from current system to SagesGov using the standard template provided by SagesGov and using our standard SagesGov Data Loader. Sages will not be responsible for any data cleansing, data validation or data quality checks.	1	\$26,750.00	\$26,750.00
7	Integration with ESRI GIS using Arc GIS online REST endpoint for Address and Parcel validation	1 Adapter	\$2,850.00	\$2,850.00
8	Integration with Finance system using Flat Files	1 Adapter	\$3,750.00	\$3,750.00
9	Integration with Forte Payment Gateway for online Fee payment	1 Adapter	\$4,350.00	\$4,350.00
10	Travel: As needed. Local business. ** No Travel Cost **	As Needed	\$0 / trip	\$0.00
	Total SagesGov- One Time Implementation Cost			\$76,600

Table 5	Optional Services			
1	Additional Professional Services Hours 5-50 hours additional professional services - \$225 / hour 51-100 hours additional professional services - \$200 / hour 101-150 hours additional professional services - \$175 / hour 151+ hours and above - \$150 / hour			
2	Additional Training - 12 participants per session	\$1750 / 3 hour session	TBD	

1.2 Invoicing and Payment Milestones

Sages shall request payment under this agreement by submitting a proper invoice to the The City at its designated payment office at the time and in the manner specified in the in the payment milestones table below.

Table 6	Payment Milestones		
Item	Description	Milestone	Amount
1	Contract signed	Contract signed	\$54,784
2	Finalize Requirements with The City	Requirements signoff	\$25,000
3	Setup, User Acceptance Testing (UAT) & Training	Setup, UAT & Training Completed	\$25,000
4	SagesGov software Go-Live	SagesGov Go-Live	\$26,600
5	Year 2 onward	Anniversary of Contract	\$54,784

Integration	Sages Integration available?	Included in Best and Final Offer?	Year 1	Year 2 onward	Comments
Laserfiche	Yes	No	\$0	\$2450 / year	After speaking with Karen on 8/26 we are providing this feature at zero onetime costs to the City. From year 2 onward we will have the annual maintenance.
Single Sign On (SSO)	Yes	No	\$0	\$2750 / year	After speaking with Karen on 8/26 we are providing this feature at zero onetime costs to the City. From year 2 onward we will have the annual maintenance.
JusticeOne	Yes	No	\$0	\$0	After speaking with Jerry and Tina on 8/25 we are providing this feature at zero onetime cost to the city and beyond.

Integration	Sages Integration available?	Included in Best and Final Offer?	Additional Cost	Comments
Finance System Integration	Yes	Yes	\$0	Integration with the City's ERP using flat file interface.
GIS	Yes	Yes	\$0	Integration with Cobb County GIS Services for realtime Address, Parcel and Owner information
Government Windows	Yes	No	\$0	Our proposal and BAFO was to use Forte Payments Gateway. We are willing to swap this with Government Windows at no extra additional charge to the City.
DocuSign	Yes	No	\$3120 / year or \$12,480 one-time	Not Included. City determined it is not needed at this time.
SeeClickFix	Yes	No	\$1700 / year or \$6,800 one-time	Not Included. City determined it is not needed at this time.

2. Workmanship and Quality of Services

All work performed under this AGREEMENT shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of The City, and shall conform to all prevailing industry and professional standards.

3. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

The City of Mableton
Attn: Pearl Alexander
Telephone: (678) 983-2161
6116 Mableton Parkway Suite 144,
Mableton GA, 30126
Email: pearl.alexander@mableton.gov

Sages Networks Inc.
Harish Krishna
Telephone 678-471-7392
100 North Point Center, Suite #125
Alpharetta, GA 30022

Requests for Payment:
The City of Mableton
Attn: Accounts Payable
6116 Mableton Parkway Suite 144
Mableton GA, 30126
Email: pearl.alexander@mableton.gov

4. Non-discrimination

In consideration of the signing of this AGREEMENT, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this AGREEMENT.

5. Applicable Law

All matters relating to this AGREEMENT shall be governed by the laws of the State of Georgia, without regard to its choice of law provisions, and venue for any action relating to this AGREEMENT shall be the State and Superior Courts of Cobb County, Georgia or the U.S. District Court for the Northern District of Georgia.

6. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled under these Terms of Agreement shall be kept as confidential proprietary information of Sages and not divulged or made available to any individual or organization without the prior written approval of Sages. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of Sages and not The City.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this AGREEMENT shall be the property of Sages.

Sages owns all rights, title, and interest in and to all intellectual property rights for the SagesGov Application. Accordingly, any suggestions, enhancements requests, feedback or recommendations provided by The City or any of its users to Sages related to the SagesGov Application shall be kept as

confidential information of Sages. No right of ownership, expressed or implied, is granted under this Agreement.

7. Licenses

Sages grants to The City, and The City accepts, a non-exclusive, non-transferable, non-sub-licensable right and use of SagesGov Application User Subscription Licenses for the SagesGov application, without the right to sublicense to others, to make, use, sell, offer to sell, or import the Licensed Products and Licensed Services in the Licensed Territory.

1. A user subscription license that is granted to The City will allow The City to only use or perform the software during the period the license is active.
2. The City is not allowed to transfer the user subscription license to any other company, organization or individual other than who is specified herein.
3. The user subscription license grants use of the SagesGov application only for the period that The City maintains an active license. Each active license is for a designated person. A user subscription license cannot be shared among individuals.
4. The user subscription license does NOT grant any rights to download, view, use, modify or sell the underlying source code or object code of the SagesGov Application. The underlying source code and object code used to build and offer the SagesGov Application is the property of Sages Networks Inc and nothing in this agreement is granting any rights (implied or otherwise) to The City.
5. Since the underlying source code and object code of the SagesGov application is the property of Sages, Sages Networks Inc is the only company that is authorized to provide the SagesGov Application Software as a Service. Nothing in this document shall allow The City to host the SagesGov Application or make the SagesGov Application available for a fee or otherwise. The ability to offer the SagesGov Application service lies solely with Sages Networks Inc.

8. Warranties and Disclaimer

Except as expressly provided herein, Sages does not make any warranty of any kind, whether express, implied, statutory or otherwise. Sages specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Sages disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting provider.

Sages is not responsible for any third party claims that arise out of any public content displayed by the SagesGov Application. The City acknowledges that the display of this content is in The City's full control and accepts full responsibility for the accuracy and appropriateness of publicly displayed information.

9. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this AGREEMENT, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the AGREEMENT must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this AGREEMENT by this provision.

10. Integration with 3rd Party Non-SagesGov Applications

The SagesGov Application contains features that have been designed and developed to operate with 3rd party Non-SagesGov Applications. To use such features, The City agrees to obtain access to such Non-SagesGov applications from their providers. If the 3rd party Non-SagesGov application provider ceases to make the Non-SagesGov application available for operation and / or integration with the SagesGov application, we may cease providing such a feature without entitling The City to a refund, credit or other compensation.

11. Term and Termination of SagesGov Application SaaS Subscription

- (a) This Agreement shall commence on the date first written above. The initial term shall terminate one (1) year after the “Go-Live” date referenced in Section 1.2 above. At the conclusion of the initial one (1) year term, this Agreement shall renew as needed by The City.
- (b) The City or Sages may terminate this AGREEMENT at any time following the initial term by providing a Thirty (30) days written notice. In the event of early termination, Sages shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to The City.
- (c) Refund of Payment. Upon termination by The City for cause, Sages will refund The City any prepaid fees covering the remainder of the term of the SagesGov application subscription after the effective date of termination. Upon any termination by Sages for cause, The City will pay any unpaid fees covering the remainder of term after the effective date of termination.
- (d) Return of Data. Within 30 days after the effective date of the SagesGov Application Subscription and upon request by The City, Sages will make available to The City for download a file of The City’s Data. After such a 30-day period, Sages will have no obligation to maintain or provide any of The City’s Data and will thereafter, unless legally prohibited, delete all of The City’s Data in Our systems or otherwise in Our possession or under Our control. Transition Services upon Termination and requested by The City will be billable as “Professional Services”. Since these transition services are non-deterministic at this time (i.e., neither party knows the level of effort to transition to a new system), these services will be billed at our company’s standard Additional Professional Services rate.
- (e) Data Ownership - The City owns the data stored and processed by Sages and Sages will take commercially reasonable measures to ensure the protection and confidentiality of the data Subject to the limited rights granted by The City hereunder. Sages acquires no right, title or interest from The City or to The City’s Data, including any intellectual property rights therein. The City grants to Sages a non-exclusive license to use The City Data for the purposes of performing Sages obligations under this Agreement.
- (f) Protection of The City’s Data. Sages receives no ownership rights in The City’s Data. Sages will maintain commercially reasonable physical, administrative and technical safeguards for protection of the confidentiality, security and integrity of The City Data. We will not (a) modify The City Data, (b) disclose The City Data except as expressly permitted in writing by The City, or (c) access The City Data except to provide the SagesGov Application SaaS Subscription or Professional Services and prevent or address service or technical problems, or except at The City’s request in connection with customer support matters.
- (g) ADA Compliance for The City’s content in SagesGov Application including but not limited to The City’s Application Forms, Data Forms, Announcements and Links to Documents - The City will be responsible for ensuring and maintaining ADA Compliance for all The City content developed by The City or by Sages for The City in the SagesGov Application.

12. Laws/Safety Standards

Sages shall follow all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

13. Incorporation of Documents/Complete Agreement

This AGREEMENT, and any documents incorporated below represent the entire AGREEMENT between the parties and suspend all prior oral or written statements, agreements or AGREEMENT(S).

[The Remainder of this page intentionally left blank; Signature Page Follows]

IN WITNESS WHEREOF, Sages has executed the foregoing with the signature(s) of its duly authorized officer(s), and The City has executed with the signature of its The City Executive Director attested by its Procurement Manager, with the official seal affixed, the day and year first above written.

SAGES NETWORKS:

By:

HARISH KRISHNA
Printed Name/Title

THE CITY OF MABLETON

(SEAL)

By:

The City Executive Director

Attest:

By: _____
Procurement Manager

THIS INSTRUMENT APPROVED AS TO
FORM:

The City Attorney

GovPilot (Inaugural software)

November 2023

\$50,000 annual cost

Limitations

- Limited communication with applicant
- No renewal functionality
- Mobile functions limited
- Limited workflow functions
- No digital plan review
- Reporting limited and often requires assistance
- Limited integration with GIS.
- No integration with Justice One, and Laserfiche
- Building permits not implemented

Current Use

- Contract ends Nov. 2026
- Business License - Historical data
- Code Enforcement- Active

Cloudpermit (Interim software)

February 2024

\$21,060 annual Cost

Limitations

- Non-intuitive interface
- No digital plan review
- Building inspections are limited
- Limited code enforcement functionality
- Reporting is limited
- GIS integration limited
- No integration with Justice One.
- Communication with applicant is difficult and is not filtered by user.
- Workflow functions limited, not assigned back to user with deadlines
- Manual process to manage timelines

Current Use

- Business License
- Building Permit
- Planning and Zoning
- Code Enforcement -Not Implemented

SagesGov

September 2026

\$54,784 annual Cost

Improvements

- Integration with GIS, Justice One, Laserfiche, SSO and Bluebeam.
- Workflow improvements with assignments and timelines.
- Customer interface where status is clearly visible and trackable.
- Digital Plan review which will allow all reviewers to complete concurrent reviews.
- Mobile code enforcement and permit inspections.
- Local presence with concierge implementation.
- Ability to cross reference monitor permits and business licenses for code compliance.
- Ability to stop work for a parcel across all platforms.

Limitations

- User based pricing, vs unlimited users in other software.

**AN ORDINANCE CHAPTER 18, LICENSES, TAXATION, AND MISCELLANEOUS
BUSINESS REGULATIONS, OF THE CITY CODE OF ORDINANCES, CREATING A
NEW ARTICLE 9, DELINQUENT TAXES, FEES AND ASSESSMENTS 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 support, positive growth and protection of the City, and City residents and businesses, are among the upmost priorities of the City Council;

WHEREAS, the City Council is authorized by Sections 1.13 and 1.16 of the City Charter to “make appropriations for the support”, growth and protection of the City, and to collect for the delinquency of “taxes, fees or other revenue due the city;”

WHEREAS, the City Council desires through this Ordinance to update certain sections within Chapter 18, Licenses, Taxation, and Miscellaneous Business Regulations, of the City Code of Ordinances; and

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

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

Section 1. Chapter 18, Licenses, Taxation, and Miscellaneous Business Regulations, of the City of Mableton Code of Ordinances is hereby amended to create a new Article 9, Delinquent Taxes, Fees and Assessments, to read as follows:

**CHAPTER 18 - LICENSES, TAXATION AND MISCELLANEOUS BUSINESS
REGULATIONS**

...

ARTICLE 9 - DELINQUENT TAXES, FEES AND ASSESSMENTS

Sec. 7.9.1 - Taxation by city.

The city shall bill ad valorem taxes by providing notice of the amount due to property owners of the city.

1. Administration.

- a. Except as otherwise provided, the finance director shall be charged with the duty to administer the imposition, collection and enforcement of all taxes and special assessments levied or imposed by the city in accordance with the administrative procedures hereinafter set forth. For purposes of this chapter, the term "finance director" shall mean the city's finance director and/or his or her designee, the city manager's designee, and/or a private vendor. The finance director shall be authorized to administer the imposition, collection and enforcement of all taxes and special assessments levied or imposed by the city. To the extent this chapter fails to provide a designated procedure, said officer shall act in the manner established, if any, for county tax collectors under applicable local, state and/or federal law.
- b. In determining the fair market value of property within its taxing jurisdiction, the city shall use the fair market value as finally determined for the property for county ad valorem tax purposes.
- c. Following adoption of its current fiscal year budget, the city council shall, by ordinance, adopt a millage rate upon which property subject to ad valorem tax will be billed. Prior to adoption of said millage rate, the governing body shall publish the notice of proposed ad valorem tax rate as required by O.C.G.A. § 48-5-32, as may be amended from time to time. The tax due on any property shall be calculated by applying the millage rate to 40 percent of the fair market value of the property.
- d. The finance director or his or her designee shall issue a bill to be sent to all taxpayers at the address last shown on the county tax digest by regular U.S. mail, with adequate postage thereon; provided, however, failure by the taxpayer to receive a bill shall not constitute grounds for nonpayment or late payment of the tax. The bill shall state the location or description of the property taxed, 100 percent of the fair market value of the property and its assessed value (40 percent of fair market value), and the amount of tax due thereon.. The bill shall also state the due date after which taxes shall be in default. The bill may also contain such additional information as allowed by law or authorized by the city council.

2. Due date; payment; interest on past due taxes.

- a. All ad valorem taxes shall be due and payable in full within 60 days after notice, unless the due date falls on a Saturday, Sunday, or legal holiday, in which case it shall be postponed until the first day following which is not a Saturday, Sunday, or legal holiday. All payments must be United States postmarked no later than the due date. Supplemental ad valorem taxes and special assessments shall be due and payable on the date set forth in the ordinance imposing the tax or assessment, unless provided otherwise by the city council.
- b. All taxes and assessments imposed by the city shall be paid in full in legal tender of the United States; except where specifically authorized by law and/or the city council.

- c. Taxes and special assessments shall bear interest at an annual rate equal to the bank prime loan rate as posted by the Board of Governors of the Federal Reserve System in statistical release H.15 or any publication that may supersede it, plus three percent, to accrue monthly from the date the tax or assessment is due until the date the tax or assessment is paid. Such annual interest rate shall be determined for each calendar year based on the first weekly posting of statistical release H. 15 on or after January 1 of each calendar year. For purposes of this section, any period of less than one month shall be considered to be one full month. Nothing herein shall prohibit the city from alternatively assessing interest as specifically authorized by state law. The finance director or city manager may waive the collection of any interest, in whole or in part, due the city on unpaid taxes or assessments whenever or to the extent that he or she reasonably determines that the delay in payment was attributable to the action or inaction of the city, county and/or state.

3. Penalties.

- a. All penalties imposed herein are part of the tax or assessment and are to be collected as such. The proceedings to collect the original tax, the tax constituted from penalties imposed, and the interest shall all be conducted in the same manner. Any provision of law for criminal prosecution shall not operate to relieve any taxpayer of any tax, penalty, or interest imposed herein. Homestead property shall be exempt from penalties as required by O.C.G.A 48-2-44 (b)(1)(A) and other applicable laws.
- b. In any instance in which any person willfully fails to pay, within 120 days of the date when due, any ad valorem tax owed the city, such person shall pay, in the absence of a specific statutory civil penalty for the failure, a penalty of five percent of the amount of tax due and not paid at the time such penalty is assessed, together with interest as specified by law. After 120 days from the imposition of the initial penalty, an additional penalty of five percent of any tax amount remaining due shall be imposed, together with interest as specified by law. If any tax amount remains due after 120 days from the imposition of such additional penalty, a penalty of five percent shall be imposed, together with interest as specified by law. Should any tax amount remain due 120 days after such date, a penalty of five percent shall be imposed, together with interest as specified by law. The aggregate amount of penalties imposed pursuant to this subsection shall not exceed an amount equal to 20 percent of the principal amount of the tax originally due.
- c. The finance director or city manager may waive, in whole or in part, the collection of any amount due as a penalty under this chapter upon their determination that the default giving rise to the penalty was due to reasonable cause and not due to willful neglect or disregard of this chapter.

4. Executions on delinquent taxes and assessments.

- a. As soon as the last day for the payment of taxes and assessments has arrived, the finance director shall cause the taxpayer to be notified in writing of the fact that the taxes have not been paid and that, unless paid within 30 days, an execution shall be issued.

- b. The finance director or his or her designee shall issue executions, for the nonpayment of taxes and assessments at any time after 30 days have elapsed since giving notice as provided in this section. The execution shall identify the defendant in fi. fa., (taxpayer), the year(s) for which delinquent taxes are being executed, and the amount thereof. Executions shall be directed to "all and singular sheriffs and constables of the state" as required by O.C.G.A. § 48-3-3.
- c. The finance director or his or her designee shall cause all executions issued to be recorded on the general execution docket of the county where the property is located, in the case of real property, and, in the case of personal property, in the county of the taxpayer's residence if a resident of the state, otherwise in the county where any real or personal property of the taxpayer may be found. If the taxpayer is not a resident of the state and has no known real or personal property within the state, the execution shall be recorded in the county in which the act or activity giving rise to tax liability took place.
- d. All executions issued shall continue to bear interest and penalties at the rates established in this section for past due taxes and assessments, or as may be authorized otherwise by applicable law.
- e. The finance director shall exercise his or her best efforts to collect the full amount of taxes and assessments due, together with all interest, penalties, and any costs due thereon, from the defendant in fi. fa. In the event he or she is unable to do so, the finance director shall levy the execution on a sufficient amount of the defendant in fi. fa.'s property, whether real or personal, to satisfy the obligations due at a sale to be held and conducted in accordance with this Code section.

5. Levy of executions; sale of property.

- a. The finance director is hereby designated as the duly authorized officer of the city for tax sales and delegated the duties set forth herein. The finance director shall be subject to being ruled for money in his or her hands arising from the public sale of any property pursuant to process issued by the municipality. After first paying the city the amount due on the process under which the sale was made, the finance director shall pay any surplus to any lawful claimant holding an interest subordinate to the lien for taxes, else to the defendant in fi. fa.
- b. In all cases of levying on real property, within five days' written notice of the levy must be given personally, or delivered by certified mail, to the defendant in fi. fa. and to any tenants in possession. If the land is unoccupied, a copy of the notice of levy shall also be conspicuously posted on the land. In the case of personal property, the finance director shall enter the same on the execution and plainly describe the property levied on and the amount of the interest of the defendant in fi. fa. therein.
- c. Whenever any real property is levied upon for taxes or assessments, it shall be the finance director's duty before proceeding to advertise the property for sale to give 20 days' written notice of the levy to the record owner(s) of the property and the holder of

each security deed of record. The 20-day period shall begin to run from the time the notice is personally delivered or, when delivered by registered or certified mail with return receipt requested, from the date of mailing. The notice shall contain a description of the land levied upon, the name of the owner of the land, the year or years for which the taxes were assessed, and a statement of the amount of the taxes due, together with accrued costs. The finance director shall keep a copy of the notice on which he shall enter the date the notice was delivered or mailed and how, where, and to whom the notice was delivered.

- d. When a levy is made upon real or personal property, the property shall be advertised and sold by the finance director in the same manner as provided for executions and judicial sales; provided, however, in addition to such other notice as may be required by law, the defendant in fi. fa. shall be given at least ten days' written notice of such sale by registered or certified mail or statutory overnight delivery as follows:
- e. In cases of executions issued by a municipal officer for ad valorem taxes, to the property owner's last known address as listed in the records of the municipal officer of the municipality that issued the tax execution; or
- f. In cases of executions issued by a county officer for ad valorem taxes, the property owner's last known address as listed in the records of the tax commissioner of the county that issued the tax execution.
- g. A copy of the notice provided for herein shall also be sent by the same tax officer sending the notice to the property owner to the appropriate tax official of the state, county or municipality which also has issued an execution with respect to such property. In addition, if the United States has a claim or lien on the property subject to being sold and such lien was filed or recorded more than 30 days before the proposed sale, the finance director shall cause written notice of the sale to be given to the secretary of the treasury or his or her delegate not less than 25 days before the sale. Notice may be given either by personal service or by registered or certified mail, return receipt requested.
- h. In all cases of levying on real property, within five days' written notice of the levy must be given personally, or delivered by certified mail, to the defendant in fi. fa. and to any tenants in possession. If the land is unoccupied, a copy of the notice of levy shall also be conspicuously posted on the land. In the case of personal property, the finance director shall enter the same on the execution and plainly describe the property levied on and the amount of the interest of the defendant in fi. fa. therein.
- i. The finance director shall publish weekly for four weeks in the official legal organ of the county in which the sale will be conducted an advertisement of the date, place, and hours during which the sale will be conducted, together with a full and complete description of the property to be sold, making known the names of the property owner(s) of record and any person who may be in possession of the property. The notice shall state the property is being sold for collection of taxes due to the city and the year(s) for which taxes have been executed.

- j. Sales of property under execution shall be made by the finance director at the city council chambers on the first Tuesday in each month between the hours of 10:00 a.m. and 4:00 p.m. eastern standard time or eastern daylight savings time, which is applicable, and at public outcry to the highest bidder for cash; provided, however, should the first Tuesday of the month fall on New Year's Day, Independence Day or other city designated holiday, such sales shall take place on the immediately following Wednesday. The purchaser shall look for himself as to the title and soundness of all property sold under tax executions and neither the finance director conducting the sale, nor the city, make any representations or warranty of title, condition, or fitness for a particular purpose, expressed or implied.
- k. The finance director shall sell the property to the highest bidder for cash and, upon collection of the sales price, make a deed or bill of sale to the purchaser. Any person who becomes the purchaser of any property sold at the sale, who fails or refuses to comply with the terms of sale when requested by the finance director to do so, shall be liable for the amount of the purchase money. It shall be the option of the finance director either to proceed against the purchaser for the full amount of the purchase money or to resell the property and then proceed against the first purchaser for any deficiency. A tax deed for real property, or bill of sale for personal property, made and delivered as evidence of a sale for taxes conducted pursuant to this code section shall convey the title as effectually as if the sale were made by the person against whom the process was issued. Sales of personal property shall be final; real property sold by virtue of an execution issued for the collection of taxes or for any special assessments is subject to redemption rights of the defendant in fi. fa. or any person having any right, title, or interest in or lien upon such property at the time of levy or sale. Recitals in a deed or bill of sale under power of sale for taxes shall be prima facie evidence of the facts recited in the instrument. The finance director shall put the purchaser in possession of the property so sold; provided, however, the purchaser of real property is not entitled to be placed in possession until after the time for redemption has expired.
- l. Whenever no bids are forthcoming on property sold for taxes after the property has been offered a reasonable time, the finance director may either re-advertise and sell the property at a later date or abandon the property. The finance director shall make a proper notation on the execution whenever property levied upon and exposed for sale has been abandoned due to lack of bids.

6. Bidding by city at tax sales; disposition of property acquired.

- a. If, during any sale of property for taxes and after the property has been offered a reasonable time, no one present at the sale bids an amount for the property being sold which is as much as the total of the taxes due (including any priority liens for taxes due the state, county and school and other special tax districts of the state) plus the finance director's cost due on the sale, then the city manager, or his or her designee, may purchase the property for the city. If the city purchases property at a sale, the finance director shall make to the city a deed to the property sold and shall deliver the deed to the city manager. The finance director shall put the city in possession of the property so sold.

- b. Property acquired by the city pursuant to a sale for taxes or assessments may be divested or alienated by the city only by public sale of the property to the highest bidder, however, when the city has not parted with title to the property, the city may quitclaim the property to the owner at the time of the tax sale, or to the owner's administrators, executors, heirs, or assigns, upon full payment of the redemption price provided herein.
- c. The right of redemption in real property purchased by the city at a tax sale shall be foreclosed in the manner set forth herein.

7. Accounting by finance director; final return or settlement.

- a. The finance director shall make a prompt accounting for all executions placed in his or her hands for collection or levy and sale. He or she shall pay all amounts due to the city for taxes and assessments, interest, penalties, and costs, and shall file a final written return or settlement showing the amounts so paid, together with disposition of any excess proceeds derived from the sale. If there is any excess after paying taxes, costs, and all expenses of a sale, the finance director shall retain the balance of the funds in his hands until he or she is ordered by the court first acquiring jurisdiction under proper proceedings to pay out the funds, as provided in O.C.G.A. § 48-4-5, as may be amended from time to time.
- b. It shall be the duty of the finance director to cause cancellation of executions on the general execution docket of the county upon their final payment or collection.

8. Garnishments by city; reduction of executions to judgment.

- a. Whenever the finance director can find no property belonging to a defendant in fi. fa. on which to levy any tax execution in his or her hands, he or she shall make an entry to that effect on the execution. The finance director, in the name of the city, may then petition any court of competent jurisdiction to issue a summons of garnishment against any person whom he or she believes to be indebted to the defendant in fi. fa. or who has property, money, or effects in his hands belonging to the defendant in fi. fa. The finance director shall enter upon the execution the names of the persons garnished and the court and file number of the action where the garnishment is filed. All subsequent proceedings shall be the same as provided by law in other cases where judgments have been obtained or execution issued.
- b. When an execution for taxes remains unsatisfied and an entry of "nulla bona" has been duly entered by the finance director on the execution within the immediately preceding 30-day period and the finance director has reason to believe the defendant in fi. fa. may have or may come into ownership of assets outside the state, the finance director, in the name of the city, may petition the superior court of the county in this state in which the defendant in fi. fa. maintains a known residence, place of business, or agent to receive service, to reduce the execution to judgment. If the defendant in fi. fa. does not maintain a known residence in this state, the action may be brought in the county where the tax obligation arose. This and all subsequent proceedings shall be brought in accordance

with O.C.G.A. ch. 3 of tit. 48, as may be amended from time to time.

9. Redemption rights of defendant in fi. fa.; vesting of title in grantee.

- a. Whenever real property is sold for taxes or any special assessment, the defendant in fi. fa. or any person having any right, title, or interest in or lien upon such property may redeem the property from the sale by the payment of the redemption price or the amount required for redemption as fixed by O.C.G.A. § 48-4-42, as may be amended from time to time, at any time within 12 months from the date of sale, and at any time after the sale until the right to redeem is foreclosed by the giving of the notice provided for in O.C.G.A. § 48-4-45, as may be amended from time to time, which code sections by reference are incorporated herein as a part of this chapter.
- b. Where notice of foreclosure of the right to redeem real property sold at a tax sale has not been given as required in this section, title shall ripen by prescription after a period of four years from the date of recording of the deed in the county where the property is situated, provided the defendant in fi. fa. was not laboring under any legal disability at the time of sale. Unless the tax deed indicates a lesser interest was levied upon and sold, a fee simple title to the property shall vest absolutely in the grantee in the deed or in the grantee's heirs or assigns. In the event the defendant in fi. fa. is laboring under any legal disability, the prescriptive term shall begin from the time the disabilities are removed or abated.

10. Costs.

- a. For issuing executions, the city shall receive an amount equal to any filing fees charged by the clerk of superior court for recording and cancellations of the tax fi. fa.
- b. Once a levy is made or posted on the property of a defendant in fi. fa., the finance director shall collect all costs, including but not limited to all taxes, interest, penalties, postage, advertising fees, posting fees, attorney fees, title search fees, tax deed preparation, collection fees and all other costs heretofore accrued.
- c. The costs provided in this section shall be cumulative and in addition to any statutory premiums allowed as a part of the redemption price.

Sec. 18.9.2 – Tax liens—Authority to place.

The finance director may be authorized by the city council or city manager to place a tax lien upon the general execution docket of the superior court of the county against any person who fails to pay city taxes prior to the delinquency date; the due date being determined by the city charter.

Sec. 18.9.3 – Tax liens—Satisfying; interest on past due taxes.

Either the finance director or his or her designee is authorized to satisfy all tax liens placed upon the general execution docket when and if the delinquent taxes are paid, along with a

penalty and interest calculated as set forth in this chapter by any party of interest. The finance director or his or her designee shall obtain permission from the city manager or city council before foreclosure is filed on any property upon which a tax lien has been placed.

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 ITEM MEMORANDUM

MEETING OF: August 26, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: Consideration and Approval for the Mayor to execute, in substantial form, a Tree Planting Services Agreement Between the City of Mableton and Trees Atlanta, Inc. for the 2026-2027 Front Yard Tree Program - Director of Sustainability, Greenspace, and Beautification, Emily Ryan

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. 2026-27 City of Mableton Front Yard Tree Agreement
2. Draft - SGB - 08.26.26 - Trees Atlanta

TREE PLANTING SERVICES AGREEMENT

THIS TREE PLANTING SERVICES AGREEMENT (this “Agreement”) is made as of _____, by and between Trees Atlanta, Inc., a Georgia non-profit company (“Trees Atlanta”), and the City of Mableton, a municipal corporation of the State of Georgia (“City”).

WHEREAS, the City has determined to avail themselves of the services and assistance of Trees Atlanta and to have Trees Atlanta perform certain tree planting and maintenance services as set forth herein; and

WHEREAS, the City wishes to engage Trees Atlanta to provide such services to the City pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, the parties hereby agree as follows:

1. Appointment. The City hereby engages Trees Atlanta to provide the services set forth in Section 2 on the terms and conditions contained herein, and Trees Atlanta hereby accepts such appointment and agrees to render the services for the compensation provided in Section 3.
2. Services. Trees Atlanta agrees to provide the following services (the “Services”) during the Services Period (as defined below):
 - a. Select, acquire, deliver and plant 15-gallon ‘container’ trees in residential front yards (up to 2 in each) within the City of Mableton boundaries. Planting under this agreement is anticipated to take place between October 1, 2026 and March 31, 2027 and Trees Atlanta shall provide the City with specific size, planting date, location and species data for each tree planted under this agreement.
 - b. Trees Atlanta shall not be responsible for ongoing tree care, other than an initial watering and mulching on the date of planting. The homeowner shall sign a form prior to planting indicating that the s/he shall be responsible for watering the tree during the spring and summer months during the first and second such seasons post planting. Trees Atlanta will provide instruction to each homeowner regarding the quantity, frequency and technique of such watering.
 - c. Should the homeowner notice any condition indicating poor tree health, s/he shall inform Trees Atlanta and Trees Atlanta will advise homeowner on potential action to take to improve tree health.
3. Cost of Services. Trees shall be priced at \$375 per tree and the total cost of trees under this agreement shall not exceed **\$15,000**. Up to forty (40) trees may be planted under this agreement.
4. Tree Guarantee/Replacement. During the Services Period, Trees Atlanta agrees to provide one (1) replacement tree of the same size (each, a “Replacement Tree”) for each Tree that dies for any reason other than (a) vandalism (including, without limitation, by lawn maintenance equipment), (b) acts of God (including, without limitation, lightning strikes, wildfires or extended frost periods), or (c) automobile impacts. For purposes of clarity, if a Replacement Tree is planted, the Services/Warranty Period will not thereby be extended from the date the Replacement Tree is planted.
5. Payment; Payment Terms; Expenses.
 - a. The City agrees to pay Trees Atlanta a total amount of UP TO \$15,000 (the “Services Fee”) payable as follows:
 - i. Trees Atlanta shall bill the City a single time in April for all trees planted under this agreement between October 1, 2026 and March 31, 2027. The invoice amount will correspond to the number of trees planted times the per tree cost of \$375.
 - ii. At the time of invoicing, Trees Atlanta shall also issue to the City a tree data report with the information noted in Section 2.a. above.

- iii. City agrees to remit payment for each billing within 30 calendar days of receipt and shall do so via ACH (automated clearing house) or check.
 - b. Except as otherwise noted herein, each party hereto will bear its own costs of performing its obligations under this Agreement, including, but not limited to, the following: any legal fees, regulatory filings and governmental submissions, all necessary management costs (including, but not limited to, salaries of personnel) required for it to execute its duties hereunder, and administrative costs necessary for the conduct of its obligations hereunder.
6. Term of Agreement; Termination.
- a. This Agreement shall continue in effect until the earlier of (i) completion of the Services and final payment by the City of the Services Fee, or (ii) termination of this Agreement in accordance with the terms hereof. Upon receipt of a notice of termination, as of the effective date of termination, Trees Atlanta shall have no further responsibility, obligation or right to provide the Services to the City.
 - b. *Termination for Convenience.* The City may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience:
 - i. at any time during the contract period, but the City must pay for any trees planted under the terms of this agreement prior to or within five (5) business days of Trees Atlanta receiving the written notice of termination.
7. Non-Exclusivity. Trees Atlanta may furnish similar services for individuals and entities other than the City. The City understands and agrees that the services to be performed by Trees Atlanta are not exclusive in nature.
8. Limitation of Liability; Indemnification.
- a. Each party hereto (as applicable, the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party, each person or entity deemed to control or to be controlled by such other party, and their respective affiliates, partners, members, shareholders, managers, directors, officers, employees, agents and representatives, against and from any and all losses, liabilities, and damages (including, without limitation, reasonable attorneys’ fees) arising in connection with any action, claim, controversy, proceeding or investigation relating to this Agreement, to the extent imposed or incurred by reason of the gross negligence, willful misconduct or bad faith of the Indemnifying Party.
 - b. Trees Atlanta, its affiliates and their officers, managers, employees and members shall not be liable to the City for any expenses, losses, damages, liabilities, demands, charges or claims of any kind or nature whatsoever (including, without limitation, any legal expenses and costs relating to investigating or defending any demands, charges or claims) arising under or in any way related to this Agreement (collectively, “Losses”), except where directly caused by Trees Atlanta’s bad faith, willful misconduct or gross negligence as determined by a final, non-appeal judgment of a court of competent jurisdiction. Without limitation, Trees Atlanta shall incur no liability for Losses resulting from: (i) the City’s actions or complying with the City’s request or directions; or (ii) force majeure or other events beyond the control of Trees Atlanta, including, without limitation, any failure, default or delay in performance resulting from the failure or breakdown in communications not reasonably within the control of Trees Atlanta.
9. Volunteers. Trees Atlanta shall be entitled to engage volunteers to assist in performing the Services under this Agreement, provided that Trees Atlanta remains primarily liable for the performance of such Services by such volunteers. The Replacement Tree provisions in Section 4 are in no way impacted by Trees Atlanta’s election to utilize or not utilize volunteers in the provision of the Services.
10. Subcontractors. Trees Atlanta shall be entitled to engage subcontractors to perform the Services under this Agreement; provided that Trees Atlanta utilizes subcontractors who are competent and suitable, whether as to qualifications, experience or otherwise, to provide such Services or other responsibilities in a timely, workmanlike, professional manner, and such subcontractors agree to be bound by the terms hereof. Trees

Atlanta will remain primarily liable for the performance of such Services by such subcontractors.

11. Assignment. This Agreement shall not be assignable by the City or Trees Atlanta unless the parties hereto provide prior consent to such assignment or delegation in writing; provided that the City or Trees Atlanta may assign or delegate this Agreement to any affiliate.
12. Relationship of the Parties. Trees Atlanta is an independent contractor and, except as expressly provided or authorized herein, shall have no authority to act for, enter into any contract or other agreement on behalf of, or otherwise represent the City in any way or otherwise be deemed an agent of the City. Nothing in this Agreement shall be deemed to establish a joint venture or general partnership between Trees Atlanta on the one hand, and the City on the other hand.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia for contracts to be performed entirely therein without reference to its choice of or conflicts of laws principles. The City and Trees Atlanta hereby consent to the exclusive jurisdiction and venue of courts located in or within 50 miles of Atlanta, Georgia for the resolution of disputes in connection with this Agreement.
14. Arbitration. Any disputes relating to this Agreement not resolved promptly by good faith negotiation shall be immediately subject to arbitration in accordance with the commercial rules of the American Arbitration Association; the City and Trees Atlanta agree that such arbitration is intended to be the sole and exclusive means of resolution of any dispute arising under this Agreement.
15. Notices. All notices required to be given under this Agreement shall be in writing and shall be effective when delivered personally on the day delivered, by electronic mail followed by an original, addressed to:

If to Trees Atlanta:

Michael Vinciquerra
Business Development Director
825 Warner Street SW, Suite A
Atlanta, Georgia 30310
mike@treesatlanta.org

If to the City:

Michael Owens
Mayor
14000 Veterans Memorial Hwy SE, Ste. 134-200
Mableton, Georgia 30126
Michael.Owens@mableton.gov

16. Electronic Consent. Each party hereto hereby consents to electronic receipt for communications.
17. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the City and Trees Atlanta with respect to the subject matter hereof and supersedes all prior agreements and understandings (written or verbal) of the parties relating to this Agreement's subject matter.
18. Amendment. The City and Tree Atlanta may only waive, change, amend, supplement or modify this Agreement or any term or provision thereof by a written instrument signed by all parties.
19. Severability. If any part of this Agreement is held invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby.
20. Counterparts. This Agreement may be executed in multiple counterparts by the parties hereto, each of which shall constitute an original counterpart, and all of which, when taken together, shall constitute one and the same agreement.
21. Successors. This Agreement, including the covenants contained herein, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, and no other person shall have any right or obligation under this Agreement.
22. Waiver. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or of a breach by any other party. The failure of a party to insist upon strict adherence to any provision of the Agreement shall not constitute a waiver or thereafter deprive such party of the right to insist upon strict adherence.

IN WITNESS WHEREOF, this Agreement has been executed for and on behalf of the undersigned as of the day and year first above written.

Trees Atlanta, Inc.

By: 

Name: Greg Levine

Title: Executive Director

Date: 06/26/2026

City of Mableton

By: _____
Name: Michael Owens

Title: Mayor

Date: _____

Tree Planting Services Agreement with Trees Atlanta

Front Yard Tree Program

Prepared for: City Council Regular Meeting, August 26, 2026

Prepared by: Emily Ryan - Sustainability, Greenspace, and Beautification Director



**SUSTAINABILITY,
GREENSPACE, &
BEAUTIFICATION**



DEPARTMENT

Overview

Trees Atlanta

- A nonprofit community group that protects and improves the Atlanta area's urban forest
- Efforts include planting, conserving, educating, and advocacy
- **Front Yard Tree Program**



Front Yard Tree Program (FYT)

In partnership with local municipalities, the Front Yard Tree (FYT) program offers funding and expert oversight to help residents plant trees in their front yards.

Trees Atlanta Provides:

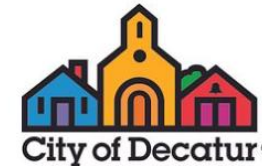
- Assistance with tree selection
- Delivery and installation
- Care and maintenance information

City of Mableton Provides:

- Funding and promotion of the program

Homeowner Provides:

- Ongoing care and maintenance after installation



DeKalb County - Uninc.



FYT – Second Year

- **15-gallon container trees, species vary**
 - Trees Atlanta to provide consultation based on your yard's features
- **Two per resident – 40 trees available**
 - 17 trees placed last year
- **Only planted during the upcoming planting season**
 - October 2026 through March 2027



How to Participate?

- Submit a request at: treesatlanta.org/yardtree

1. You must be a resident of the city or county participating in this program.
2. Review the table below for your [Yard Tree Available by City](#) options.
 - Photo and description of each tree species can be seen by clicking on the scientific name (last column).
 - Tree species allowed are restricted per the list and quantities are limited.
3. Click the “Submit Request” button below and fill out the form for your city.

SUBMIT REQUEST

- A Trees Atlanta planting coordinator will contact you with next steps.

Financial Impact

- **\$15,000 maximum contract price covered by the Tree and Beautification Fund**
- **\$375 per tree**
- **40 trees available**
- **2 per resident**



Questions?





AGENDA ITEM MEMORANDUM

MEETING OF: August 26, 2026

DEPARTMENT: [DEPARTMENT]

ISSUE/AGENDA ITEM TITLE: First Read of an Ordinance Creating Chapter 17, Parks and Recreation of the City of Mableton Code of Ordinances and for Other Lawful Purposes - City Attorney Emilia Walker-Ashby and City Manager Bill Tanks

BACKGROUND/SUMMARY: This ordinance documents that the City of Mableton has a Parks and Recreation Department. This is required for the City to be a member of the Georgia Parks and Recreation Association - <https://grpa.org/>

GRPA offers training, membership, grants, etc. for parks staff.

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION:

ATTACHMENTS:

1. Parks and Recreation Ordinance Rev. 8.26.26

**AN ORDINANCE CREATING CHAPTER 17, PARKS AND RECREATION, OF THE
CITY OF MABLETON CODE OF ORDINANCES AND FOR OTHER LAWFUL
PURPOSES**

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

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

WHEREAS, the City Council is authorized pursuant to Section 2.17 of the City Charter the City Council is "empowered to acquire, construct, operate, and maintain...parks and playgrounds, public grounds, cemeteries ... public buildings, libraries, and charitable, cultural, educational, recreational, parking, conservation...facilities, and any other public improvements."

WHEREAS, the City Council desires through this Ordinance to provide for parks and recreation related regulations; and

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

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

Section 1. The City of Mableton Code of Ordinances is hereby amended to create a new Chapter 17, Parks and Recreation, which shall read as follows:

CHAPTER 17 - PARKS AND RECREATION

ARTICLE I. - IN GENERAL

Sec. 17.1. Purpose.

The purpose of the City's Parks and Recreational Department is to strengthen the City's quality of life through welcoming parks, meaningful recreation, community and cultural engagements and dependable services delivered with consistency, transparency, and responsible, cost-efficient management.

Sec. 17.2. Administration of parks and recreational facilities and activities.

The city parks and recreation department shall be led by the city parks and recreation director, under the general oversight of the city manager, and shall have oversight of parks and recreational facilities, activities and/or engagements of the City. The parks and recreation

department may also handle facilities maintenance activities and engagements as directed by the city council and/or city manager. The parks and recreation department may conduct and facilitate any city budgeted parks and recreational activity that will employ the leisure of the people in a wholesome or constructive manner.

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