



# AGENDA

## COBB COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

JANUARY 28, 2020 – 7:00 PM

*Cobb County...Expect the Best!*

### CALL TO ORDER

### PRESENTATIONS

1. To present certificates of recognition to Mountain View Elementary School for their book drive efforts on behalf of Clay Elementary School.

### PUBLIC HEARING

2. To conduct a public hearing and approve the Chattahoochee Corridor Plan Certificate of Compliance for a new pump station and force main needed by the Fulton County Department of Public Works, located within the National Park Service property near Johnson Ferry Road Unit.
3. To conduct the first public hearing to solicit comments and input on the proposed amendments to Chapters 2 (Administration), 10 (Animals), 18 (Building Regulations), 54 (Fire Prevention and Protection), 66 (Historic Preservation), 78 (Licenses, Permits and Businesses), 90 (Parks & Recreation) and 134 (Zoning) of the Cobb County Code and to consider adoption of the proposed amendments.

### PUBLIC COMMENT

Those persons wishing to address the Board of Commissioners will please sign up on the "Public Comment" sign-in sheet located at the front of the meeting room. Please note that there are separate sheets for beginning of meeting and end of meeting with six (6) positions on each sheet.

Persons signed up to address the Board will be called upon by the County Attorney. Each speaker will be allotted a maximum of five (5) minutes. Speakers should address their comments toward the Chairman only.

### CONSENT AGENDA

#### **Superior Court Administration**

4. To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council supplemental grant award to support the Adult Drug Treatment Court Program.

# AGENDA

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## Juvenile Court

5. To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council supplemental Training Award Grant to support the Family Treatment Court.
6. To authorize the acceptance and appropriation of grant funds from the National Center for State Courts (NCSC) for a technical assistance support grant to enhance the Court's operational alignment with the best practice standards of juvenile justice administration.

## State Court Administration

7. To authorize appropriation of prior year budget savings into the FY2020 budget.

## Water System

8. To approve Change Order No. 1 (final) to the construction contract with Ray Campbell Contracting Co., Inc. for the White Circle and Turner Road Water Main Replacement, Program No. W2331.
9. To convey by quit claim deed to the underlying property owner any County rights associated with an unused sanitary sewer easement at 2430 Herodian Way.
10. To approve Change Order No. 1 (final) to the work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Ray Campbell Contracting Co., Inc. for Shallowford Road at Gordy Parkway Water Main Replacement, Program No. W2343.
11. To approve a Unit Price Agreement with Datamatx, Inc. for Bill Print and Mailing Services, Program No. C0153.
12. To approve Change Order No. 1 to the construction contract under the Stormwater Management Unit Price Contract with K. M. Davis Contracting Co., Inc. for FY19 Small Projects, Program No. SW1990.

## Transportation

# AGENDA

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13. To authorize the creation of six new Street Light Districts.
14. To authorize procurement of capital replacement equipment to be utilized by the Road Maintenance Division for daily and emergency operations.

### **Support Services Agency**

#### **Information Services**

15. To approve a sole source Contract Services Arrangement Agreement with AT&T to establish pricing at agreed upon rates for three years with two optional one-year renewals.

#### **Tax Assessor**

16. To approve an amendment to the current contract with Mendola and Associates for audits on business Personal Property Accounts of the Tax Assessor's Office.

### **Public Safety Agency**

#### **911 Emergency Communications**

17. To approve an Intergovernmental Agreement with Polk County, Georgia regarding the Cobb County Astro P25 Trunked Regional Radio System.

#### **Emergency Management**

18. To approve the Georgia Emergency Management Agency (GEMA) Statewide Mutual Aid and Assistance Agreement with Cobb County to ensure mutual aid assistance as necessary in the event of a natural or man-made disaster/emergency.
19. To approve a Memorandum of Understanding between Cobb County and the Atlanta Regional Commission for the acceptance of equipment and training for sustaining Cobb County's Law Enforcement Operations Program.

# AGENDA

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20. To authorize the acceptance of funds from the Emergency Management Performance Grant, known as the Performance Partnership Agreement Grant in Georgia, from the Georgia Emergency Management Agency.

## **Community Development**

21. To adopt a resolution authorizing the Cobb County Kennestone Hospital Authority to issue its Revenue Anticipation Certificates, Series 2020 for the benefit of WellStar Health System, Inc.
22. To review a summary of the appeal hearing conducted by the License Review Board on January 9, 2020 for CNM, Inc. d/b/a Cluck N Mooh.

## **Finance**

23. To approve a Participation Agreement for Merchant Processing Services with SunTrust Merchant Services, L.L.C. and SunTrust Bank for the provision of merchant processing services utilizing the State of Georgia's Master Service Agreement.
24. To adopt a Resolution to levy an ad valorem tax to repay the Cobb County School District Short-Term Construction Notes, Series 2020.
25. To adopt a resolution adopting all budget amendments set forth in agenda items on this date.

## **County Clerk**

26. To approve minutes.

## **REGULAR AGENDA**

### **BOARD OF COMMISSIONERS**

#### **BOC Chair**

27. To recommend the appointment of the Water System Agency Director.



# AGENDA

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## Transportation

28. To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq., on one parcel on Timber Trail at South Gordon Road, Project No. X2248.
29. To approve a contract with Glosson Enterprises, LLC for 2019 Countywide Americans with Disabilities Act Compliant Sidewalks, Project No. X2782, CCDOT Contract No. 001277.
30. To approve a contract with CMES, Inc., for bridge replacement on Woodland Brook Drive over Gilmore Creek, Project No. X2120, CCDOT Contract No. 001126.
31. To approve Change Order No. 1 (final) to the contract with W.E. Contracting Company, Inc., for demolition of two structures on Kennesaw Avenue for construction of Old 41 Highway, Project No. X2609, CCDOT Contract No. 000943.
32. To approve Change Order No. 1 (final) to the contract with Glosson Enterprises, LLC, for Beech Haven Trail Sidewalk, Project No. X2722, CCDOT Contract No. 001342.
33. To approve Change Order No. 1 to the contract with Massana Construction, Inc., for bridge rehabilitation on Windy Hill Road over Rottenwood Creek, Project No. E4020, CCDOT Contract No. 001478.
34. To approve an Encroachment Agreement with Colonial Pipeline Company for encroachment upon an existing utility easement located on Paces Ferry Road at New Paces Ferry Road/Paces Mill Road/Twin Lakes Drive, Project No. X2318.
35. To approve an Encroachment Agreement with Cobb County-Marietta Water Authority for encroachment upon an existing utility easement located on River View Road, Project No. E6040.

## Support Services Agency

### Property Management

# AGENDA

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36. To approve an agreement with Controlled Access, Inc., for purchase and installation of the County's enterprise access control and surveillance system at new Fire Station 1, 2016 SPLOST Program X1021.

## **Public Safety Agency**

37. To authorize reallocation of funds from various 2016 SPLOST Public Safety projects to the Public Safety Training Center, 2016 SPLOST Program X1050.
38. To approve an amendment to the Classification and Pay Schedule, implement the Public Safety Step & Grade Plan, and amend the Compensation Policy for sworn personnel.

## **PUBLIC COMMENT**

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Persons signed up to address the Board will be called upon by the County Attorney. Each speaker will be allotted a maximum of five (5) minutes. Speakers should address their comments toward the Chairman only.

## **COMMISSIONERS' PUBLIC ADDRESS**

Per Section 2.01.01 of the Rules of Procedure of the Board

## **ADJOURNMENT**



## **BOC Commissioner (District 3)**

**Item No. 1.**

JoAnn K. Birrell, Commissioner, Lisa

Cupid, Commissioner

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District 3 & District 4

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** JoAnn K. Birrell, Commissioner  
Lisa Cupid, Commissioner

**DATE:** January 28, 2020

### **PURPOSE**

To present certificates of recognition to Mountain View Elementary School for their book drive efforts on behalf of Clay Elementary School.

### **BACKGROUND**

Nearly 900 students at Mountain View Elementary – from preschool to fifth grade – initiated a book drive for Clay Elementary School, where every student took home a new book to read over the holidays and recent winter break. When Mountain View’s students heard about the need at Clay for reading materials, the students spent a month promoting the book drive, collecting and donating new books, and even making hundreds of bookmarks. The school’s staff then gathered after school prior to the holidays, wrapping and decorating each book – complete with bows, ribbons and stickers.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners recognize the Mountain View Elementary School students for their generosity toward the Clay Elementary School students.

### **ATTACHMENTS**

None



## Community Development

Item No. 2.

Jessica Guinn, Director

District 2

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*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Jessica Guinn, Director

**DATE:** January 28, 2020

### **PURPOSE**

To conduct a public hearing and approve the Chattahoochee Corridor Plan Certificate of Compliance for a new pump station and force main needed by the Fulton County Department of Public Works, located within the National Park Service property near Johnson Ferry Road Unit.

### **BACKGROUND**

The subject property was submitted to the Atlanta Regional Commission for review and comment on the development as mandated by the Georgia General Assembly Act No. 66, the Metropolitan River Protection Act of 1973. The basic process of certification under the Act requires that local governments review land-disturbing activity proposed in the Chattahoochee Corridor and certify those, which are consistent with the guidelines for development in the Atlanta Regional Commission's Chattahoochee Corridor Plan. The Atlanta Regional Commission staff has completed a review and found the development plans to be consistent with the guidelines of the Chattahoochee Corridor Plan.

The proposed project is a new pump station and force main needed by Fulton County Department of Public Works to temporarily divert wastewater for treatment in Cobb County while the Big Creek Water Reclamation Facility is expanded. The new pipeline will comprise 30-inch and 24-inch pipes connecting to an existing Cobb County Water System manhole just west of the Chattahoochee River near Johnson Ferry Road, and will extend to the proposed Riverside Diversion Pump Station.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners conduct a public hearing and approve the Chattahoochee Corridor Certificate of Compliance for a new pump station and force main needed by the Fulton County Department of Public Works, located within the National Park Service Property near Johnson Ferry Road Unit in Land Lots 218, 219, 220, 282, 283, 284, and 285 of the 1st District.

## **ATTACHMENTS**

1. Regional Review Finding - RC-19-03CC Fulton-Cobb Diversion Line
2. Regional Review Notification - RC-19-03CC Fulton-Cobb Diversion Line



# REGIONAL REVIEW FINDING

Atlanta Regional Commission • 229 Peachtree Street NE | Suite 100 | Atlanta, Georgia 30303 • ph: 404.463.3100 fax: 404.463.3205 • atlantaregional.org

DATE: DECEMBER 16, 2019

ARC REVIEW CODE: V1912042

TO: CHAIRMAN MIKE BOYCE, Cobb County  
ATTN TO: DAVID W. BREADEN, ENGINEER, Cobb County  
FROM: Douglas R. Hooker, Executive Director, ARC

Digital signature  
Original on file

The Atlanta Regional Commission (ARC) has completed regional review of the following proposal. Below is the ARC finding. The Atlanta Regional Commission reviewed the proposed project with regard to conflicts to regional plans, goals, and policies and impacts it might have on the activities, plans, goals, and policies of other local jurisdictions and state, federal, and other agencies.

**Name of Proposal:** RC-19-03CC Fulton-Cobb Diversion Line  
**Submitting Local Government:** Cobb County

**Review Type:** Metro River | **Date Opened:** December 4, 2019 | **Date Closed:** December 16, 2019

**FINDING:** ARC staff has completed the review of the application for a MRPA Certificate for this proposed project in the Chattahoochee River Corridor. ARC's finding is that the proposed project is consistent with the Chattahoochee River Corridor Plan.

**Additional Comments:** External comments were received from the Cobb County Community Development Agency. Those comments are attached to the ARC review finding.

### THE FOLLOWING LOCAL GOVERNMENTS AND AGENCIES RECEIVED NOTICE OF THIS REVIEW:

ARC COMMUNITY DEVELOPMENT  
NATIONAL PARK SERVICE/CRNRA  
FULTON COUNTY

ARC NATURAL RESOURCES  
CHATTAHOOCHEE RIVERKEEPER  
CITY OF SANDY SPRINGS

GEORGIA DEPARTMENT OF NATURAL RESOURCES  
GEORGIA CONSERVANCY

If you have any questions regarding this review, please contact Andrew Smith at (470) 378-1645. This finding will be published to the ARC website at: <http://www.atlantaregional.org/landuse>.

## Greg Giuffrida

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**From:** Northrup, Jay <Jay.Northrup@cobbcounty.org>  
**Sent:** Friday, December 13, 2019 4:45 PM  
**To:** Greg Giuffrida  
**Cc:** jason.gaines@cobbcounty.org  
**Subject:** Cobb County Community Development Agency Review of RC-19-03CC Fulton-Cobb Diversion Line

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Afternoon Mr. Giuffrida:

I have reviewed the Fulton-Cobb Diversion Line MRPA application for the Cobb County Community Development Agency. This project addresses the goal in the Cobb County 2040 Comprehensive Plan to, "Support greater intergovernmental coordination to address common issues of growth management and resource conservation and provision of public facilities and services." Thank you for the opportunity to comment.

Sincerely,

Jay Northrup,  
AICP  
Intergovernmental Coordinator  
/ Planner III  
Cobb  
County  
Community Development  
Agency  
Planning  
Division  
Post Office Box  
649  
Marietta, Georgia 30061-  
0649  
T: (770) 528-  
2199  
F: (770)528-  
2161  
E:  
[jay.northrup@cobbcounty.org](mailto:jay.northrup@cobbcounty.org)





ATLANTA REGIONAL COMMISSION

# REGIONAL REVIEW NOTIFICATION

Atlanta Regional Commission • 229 Peachtree Street NE | Suite 100 | Atlanta, Georgia 30303 • pli: 404.463.3100 fax: 404.463.3205 • atlantaregional.org

DATE: DECEMBER 4, 2019

ARC REVIEW CODE: V1912042

**TO:** Chairman Mike Boyce, Cobb County  
**ATTN TO:** David W. Breaden, Cobb County, Cobb County Water System  
**FROM:** Douglas R. Hooker, Executive Director, ARC

Digital signature  
Original on file

The Atlanta Regional Commission (ARC) has received the following proposal and is initiating a regional review to seek comments from potentially impacted jurisdictions and agencies. The ARC requests your comments related to the proposal not addressed by the Commission's regional plans and policies.

**Name of Proposal:** RC-19-03CC Fulton-Cobb Diversion Line

**Review Type:** Metro River

**MRPA Code:** RC-19-03CC

**Description:** The proposed project is for a new pump station and force main needed by Fulton County Department of Public Works to temporarily divert wastewater for treatment in Cobb County while the Big Creek Water Reclamation Facility is expanded. The new pipeline will comprise 30-inch and 24-inch pipes connecting to an existing Cobb County Water System manhole just west of the Chattahoochee River near Johnson Ferry Road and will extend to the proposed Riverside Diversion Pump Station. Project completion is expected in late August 2020. This application was filed by Cobb County on behalf of Fulton County.

**Preliminary Finding:** ARC staff has begun the review of the application for a MRPA Certificate for this proposed project in the Chattahoochee River Corridor. ARC's preliminary finding is that the proposed project is consistent with the Chattahoochee River Corridor Plan.

**Submitting Local Government:** Cobb County

**Land Lot:** 218, 219, 220, 282, 283, 284, 285 **District:** 1 **Section:** 2

**Date Opened:** December 4, 2019

**Deadline for Comments:** December 14, 2019

**Earliest the Regional Review can be Completed:** December 14, 2019 (next business day after deadline for comments).

### THE FOLLOWING LOCAL GOVERNMENTS AND AGENCIES ARE RECEIVING NOTICE OF THIS REVIEW:

ARC COMMUNITY DEVELOPMENT  
NATIONAL PARK SERVICE/CRNRA  
FULTON COUNTY

ARC NATURAL RESOURCES  
CHATTAHOOCHEE RIVERKEEPER  
CITY OF SANDY SPRINGS

GEORGIA DEPARTMENT OF NATURAL RESOURCES  
GEORGIA CONSERVANCY

If you have any questions regarding this review, please contact Greg Giuffrida at [ggiuffrida@atlantaregional.org](mailto:ggiuffrida@atlantaregional.org) or (470) 378-1531. If ARC staff does not receive comments from you on or before **Saturday, December 14, 2019**, we will assume that your agency has no additional comments and will close the review. Comments by email are strongly encouraged. **The ARC review website is located at:** <http://www.atlantaregional.org/land-use/planreviews>.

Attached is information concerning this review.







## COBB COUNTY WATER SYSTEM

Field Operations Center  
680 South Cobb Drive  
Marietta, Georgia 30060-3113

Steve D. McCullers, P. E.  
*Director*

**DIVISIONS:**  
Business Services  
Customer Services  
Engineering & Records  
Stormwater Management  
System Maintenance  
Water Protection

October 10, 2019

Mr. Jim Santo  
Atlanta Regional Commission  
229 Peachtree Street, NE  
Suite 100  
Atlanta, Georgia 30303

RE: Application for MRPA Certificate  
Fulton-Cobb Diversion Line & Pump Station  
Hyde Road  
Land Lots 218, 219, 220, 282, 283, 284 & 285, 1<sup>st</sup> District, 2<sup>nd</sup> Section  
Cobb County, Georgia

Dear Mr. Santo:

Cobb County is requesting a formal review of the referenced application for a certificate under the provisions of the Metropolitan River Protection Act. The application for the submittal is by the applicant, Freese and Nichols, on behalf of the Fulton County Public Works. This submittal contains the application form and proposed site plans.

If you have any questions, please give me a call at 770-419-6454.

Sincerely,

David W. Breaden, PE  
Stormwater Management Division  
Cobb County Water System

Enclosures

Cc: ARC File





**Table 1 - ARC Clearing and Coverage for National Park Service**

Existing Disturbance (Colonial Pipeline/Cobb County Sewer)					
Zone	Total Acres	Allowed Clearing	Proposed Clearing	Allowed Coverage	Proposed Coverage
Upgraded Area					
C	41.77	29.24	6.26	18.80	0.00
D	1.51	0.75	0.32	0.68	0.00
E	149.03	44.71	4.74	67.07	0.00

**New Disturbance from Fulton-Cobb Diversion Line**

Zone	Total Acres	Allowed Clearing	Proposed Clearing	Allowed Coverage	Proposed Coverage
Upgraded Area					
C	41.77	29.24	7.96	18.80	0.00
D	1.51	0.75	0.38	0.68	0.00
E	149.03	44.71	1.59	67.07	0.00

**Total MRPA Disturbance**

Zone	Total Acres	Allowed Clearing	Proposed Clearing	Allowed Coverage	Proposed Coverage
Upgraded Area					
C	41.77	29.24	14.22	18.80	0.00
D	1.51	0.75	0.70	0.68	0.00
E	149.03	44.71	6.33	67.07	0.00
<b>Total</b>	<b>192.31</b>	<b>74.70</b>	<b>21.26</b>	<b>86.54</b>	<b>0.00</b>

Sincerely,

*Amanda H. Lester*

Amanda Lester, P.E.

c/c Will Hackett Jr., P.E.

**APPLICATION FOR  
METROPOLITAN RIVER PROTECTION ACT CERTIFICATE**

1. **Name of Local Government:** Cobb County
2. **Owner(s) of Record of Property to be Reviewed:**  
Name(s): United States National Park Service  
Mailing Address: 1978 Island Ford Parkway  
City: Sandy Springs State: GA Zip: 30350  
Contact Phone Numbers (w/Area Code):  
Daytime Phone: 678-538-1200 Fax: \_\_\_\_\_  
Other Numbers: 678-538-1326
3. **Applicant(s) or Applicant's Agent(s):**  
Name(s): Will Hackett Jr. P.E. CDT  
Mailing Address: 360 Interstate North Parkway Suite 250  
City: Atlanta State: GA Zip: 30339  
Contact Phone Numbers (w/Area Code):  
Daytime Phone: 770-627-7592 Fax: \_\_\_\_\_  
Other Numbers: 229-886-0744
4. **Proposed Land or Water Use:**  
Name of Development: Fulton-Cobb Diversion Line and Pump Station Project  
Description of Proposed Use: Installation of sanitary sewer pipeline
5. **Property Description (Attach Legal Description and Vicinity Map):**  
Land Lot(s), District, Section, County: 218, 219, 220, 282, 283, 284, 285 District 1  
Subdivision, Lot, Block, Street and Address, Distance to Nearest Intersection: \_\_\_\_\_  
Hyde Road  
Size of Development (Use as Applicable):  
Acres: Inside Corridor: 170.84  
Outside Corridor: \_\_\_\_\_  
Total: 170.84  
Lots: Inside Corridor: \_\_\_\_\_  
Outside Corridor: \_\_\_\_\_  
Total: \_\_\_\_\_  
Units: Inside Corridor: \_\_\_\_\_  
Outside Corridor: \_\_\_\_\_  
Total: \_\_\_\_\_  
Other Size Descriptor (i.e., Length and Width of Easement):  
Inside Corridor: \_\_\_\_\_  
Outside Corridor: \_\_\_\_\_  
Total: \_\_\_\_\_



**6. Related Chattahoochee Corridor Development:**

**A. Does the total development include additional land in the Chattahoochee Corridor that is not part of this application?** Yes

If "yes", describe the additional land and any development plans:  
Pipeline installation in City of Sandy Springs and City of Roswell

**B. Has any part of the property in this application, or any right-of-way or easement bordering this land, previously received a certificate or any other Chattahoochee Corridor review approval?** Yes

If "yes", please identify the use(s), the review identification number(s), and the date(s) of the review(s): Colonial Pipeline 77-78 November 1977

**7. How Will Sewage from this Development be Treated?**

**A. Septic tank** NA

Note: For proposals with septic tanks, the application must include the appropriate local government health department approval for the selected site.

**B. Public sewer system** NA

**8. Summary of Vulnerability Analysis of Proposed Land or Water Use:**

Vulnerability Category	Total Acreage (or Sq. Footage)		Total Acreage (or Sq. Footage) Land Disturbance		Total Acreage (or Sq. Footage) Imperv. Surface		Percent Land Disturb.	Percent Imperv. Surf.
A							(90)	(75)
B							(80)	(60)
C	0.16	Acres	0.00	Acres	0.00	Acres	(70) <sup>0</sup>	(45) <sup>0</sup>
D	0.00	Acres	0.00	Acres	0.00	Acres	(50) <sup>0</sup>	(30) <sup>0</sup>
E	170.68	Acres	29.50	Acres	0.00	Acres	(30) <sup>17</sup>	(15) <sup>0</sup>
F							(10)	(2)
<b>Total:</b>	<b>170.84</b>	<b>Acres</b>	<b>29.50</b>	<b>Acres</b>	<b>0.00</b>	<b>Acres</b>	<b>N/A</b>	<b>N/A</b>

9. Is any of this Land within the 100-Year Floodplain of the Chattahoochee River? Yes  
If "yes", indicate the 100-year floodplain elevation: 810

**NOTE:** For this review, river floodplain is determined from the U.S. Army Corps of Engineers' "Floodplain Information - Chattahoochee River, Buford Dam to Whitesburg, Georgia", November, 1973 and its Supplement of March, 1982.

**NOTE:** All river 100-year floodplain is assigned to the "E" Category; its allowable allocations can be combined with those of other "E" land in the review. Also, 100-year floodplain cannot be reanalyzed and cannot accept transfers.

10. Is any of this land within the 500-year floodplain of the Chattahoochee River? Yes  
If "yes", indicate the 500-year flood plain elevation: 812

**NOTE:** Plan Standards include a 35-foot height limit above the pre-construction grade within the 500-year floodplain (includes the 100-year floodplain). Adherence to this standard must be noted on the submitted plans (see Part 2.B.(4) of the Chattahoochee Corridor Plan).

11. The following is a checklist of information required to be attached as part of the application. Individual items may be combined.

**FOR ALL APPLICATIONS:**

Description of land in the application and any additional land in the project (attach legal description or surveyed boundaries).

Name, address, and phone number(s) of owner(s) of record of the land in the application. (Space provided on this form)

Written consent of all owners to this application. (Space provided on this form)

Name, address, and phone number(s) of applicant or applicant's agent. (Space provided on this form)

Description of proposed use(s). (Space provided on this form)

Existing vegetation plan.

Proposed grading plan.

Certified as-builts of all existing land disturbance and impervious surfaces.

Approved erosion control plan.

Detailed table of land-disturbing activities. (Both on this form and on the plans)

Plat-level plan showing (as applicable): lot boundaries; any other sub-areas; all easements and rights-of-way; 100- and 500-year river floodplains; vulnerability category boundaries; topography; any other information that will clarify the review.

Documentation on adjustments, if any.

Cashier's check or money order (for application fee).

**FOR SINGLE-STEP APPLICATIONS (NON-SUBDIVISION):**

Site plan.

Land-disturbance plan.

**FOR TWO-STEP SINGLE-FAMILY SUBDIVISION APPLICATIONS ONLY:**

Concept plan.

Lot-by-lot and non-lot allocation tables.

12. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act: (use additional sheets as necessary)

National Park Service

DEANNA GRECO Digitally signed by DEANNA GRECO  
Date: 2019.10.09 08:07:45 -04'00'

Signature(s) of Owner(s) of Record

Date

13. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act:

*see attached for applicant info (NPS 12/3/19)*

Signature(s) of Applicant(s) or Agent(s)

Date

14. The governing authority of Cobb County requests review by the Atlanta Regional Commission of the above-described use under the Provisions of the Metropolitan River Protection Act.

*T. David W. Bearden*

Signature of Chief Elected Official or Official's Designee

10-10-19

Date



Plat-level plan showing (as applicable): lot boundaries; any other sub-areas; all easements and rights-of-way; 100- and 500-year river floodplains; vulnerability category boundaries; topography; any other information that will clarify the review.

Documentation on adjustments, if any.

Cashier's check or money order (for application fee).

**FOR SINGLE-STEP APPLICATIONS (NON-SUBDIVISION):**

Site plan.

Land-disturbance plan.

**FOR TWO-STEP SINGLE-FAMILY SUBDIVISION APPLICATIONS ONLY:**

Concept plan.

Lot-by-lot and non-lot allocation tables.

12. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act: (use additional sheets as necessary)

SIMEON SALOMERO, JR. *JMS 12/3/19 see applicants*  
*[Signature]* *06/20/19*  
Signature(s) of Owner(s) of Record Date

13. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act:

*FOR APPLICANT SIGNATURE ONLY*  
Will Hackett  
*[Signature]* 6/20/19  
Signature(s) of Applicant(s) or Agent(s) Date  
*JMS 12/3/19*

14. The governing authority of Cobb County requests review by the Atlanta Regional Commission of the above-described use under the Provisions of the Metropolitan River Protection Act.

*[Signature]* 7-3-19  
Signature of Chief Elected Official or Official's Designee Date  
*Supervisor see attached JMS 12/3/19*















FULTON COUNTY DIVERSION LINE  
AND PUMP STATION  
EROSION CONTROL  
NARRATIVE PLAN

PROJECT NO. 17-147

DATE: 01/11/19

SCALE: AS SHOWN

PROJECT LOCATION: FULTON COUNTY DIVERSION LINE AND PUMP STATION

ES-4

**APPENDIX B**  
HYDROLOGIC MODELING REPORT DATA

DATE	10-1-18	10-15-18	10-29-18	11-12-18	11-26-18	12-10-18	12-24-18	1-7-19	1-21-19	2-4-19	2-18-19	3-4-19	3-18-19
Flow (cfs)	100	150	200	300	400	500	600	700	800	900	1000	1100	1200
Flow (MGD)	1.0	1.5	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0

FOR THE PURPOSES OF THIS PROJECT, THE HYDROLOGIC MODELING REPORT DATA HAS BEEN REVIEWED AND APPROVED FOR USE IN THE EROSION CONTROL NARRATIVE PLAN. THE DATA IS PROVIDED AS A GUIDE AND DOES NOT GUARANTEE THE ACCURACY OF THE MODELING RESULTS.

THE EROSION CONTROL NARRATIVE PLAN IS A TECHNICAL DOCUMENT THAT PROVIDES DETAILED INFORMATION ON THE EROSION CONTROL MEASURES TO BE IMPLEMENTED ON THE PROJECT. THE PLAN IS BASED ON THE HYDROLOGIC MODELING REPORT DATA AND OTHER TECHNICAL INFORMATION.

THE EROSION CONTROL MEASURES TO BE IMPLEMENTED ON THE PROJECT ARE AS FOLLOWS:

- 1. SLOPE PROTECTION
- 2. TEMPORARY STREAM CHANNELS
- 3. SLOPE PROTECTION
- 4. SLOPE PROTECTION
- 5. SLOPE PROTECTION

THE EROSION CONTROL MEASURES TO BE IMPLEMENTED ON THE PROJECT ARE AS FOLLOWS:

- 6. SLOPE PROTECTION
- 7. SLOPE PROTECTION
- 8. SLOPE PROTECTION
- 9. SLOPE PROTECTION
- 10. SLOPE PROTECTION

THE EROSION CONTROL MEASURES TO BE IMPLEMENTED ON THE PROJECT ARE AS FOLLOWS:

- 11. SLOPE PROTECTION
- 12. SLOPE PROTECTION
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- 15. SLOPE PROTECTION

THE EROSION CONTROL MEASURES TO BE IMPLEMENTED ON THE PROJECT ARE AS FOLLOWS:

- 16. SLOPE PROTECTION
- 17. SLOPE PROTECTION
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- 20. SLOPE PROTECTION

THE EROSION CONTROL MEASURES TO BE IMPLEMENTED ON THE PROJECT ARE AS FOLLOWS:

- 21. SLOPE PROTECTION
- 22. SLOPE PROTECTION
- 23. SLOPE PROTECTION
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THE EROSION CONTROL MEASURES TO BE IMPLEMENTED ON THE PROJECT ARE AS FOLLOWS:

- 26. SLOPE PROTECTION
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THE EROSION CONTROL MEASURES TO BE IMPLEMENTED ON THE PROJECT ARE AS FOLLOWS:

- 31. SLOPE PROTECTION
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THE EROSION CONTROL MEASURES TO BE IMPLEMENTED ON THE PROJECT ARE AS FOLLOWS:

- 36. SLOPE PROTECTION
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THE EROSION CONTROL MEASURES TO BE IMPLEMENTED ON THE PROJECT ARE AS FOLLOWS:

- 41. SLOPE PROTECTION
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THE EROSION CONTROL MEASURES TO BE IMPLEMENTED ON THE PROJECT ARE AS FOLLOWS:

- 46. SLOPE PROTECTION
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THE EROSION CONTROL MEASURES TO BE IMPLEMENTED ON THE PROJECT ARE AS FOLLOWS:

- 51. SLOPE PROTECTION
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- 56. SLOPE PROTECTION
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- 175. SLOPE PROTECTION

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- 176. SLOPE PROTECTION
- 177. SLOPE PROTECTION
- 178. SLOPE PROTECTION
- 179. SLOPE PROTECTION
- 180. SLOPE PROTECTION



NO.	DESCRIPTION	DATE
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NOTES: ALL UNACCEPTED PROPOSED ACTIVITIES SHALL BE REDESIGNED TO MEET THE REQUIREMENTS OF THE EROSION CONTROL PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

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FULTON COUNTY DEPARTMENT OF PUBLIC WORKS  
FULTON-COBB DIVISION LINE  
ARC ALLOWANCES

Table with columns: DISTRICT, AREA, PERCENTAGE, etc. Includes a 'TOTAL' row and a 'TYPICAL' section.

34 HOUR CONTACT  
FULTON COUNTY  
1-241-127-7284

Main data table with columns: PROJECT NAME, TOTAL AREA (AC), ALLOWED LAND DISTURBANCE AREA (AC), LAND DISTURBANCE AREA (AC), ALLOWED IMPERVIOUS AREA (AC), PROPOSED IMPERVIOUS AREA (AC). Rows include COBB, BURNIK (SANDY SPRINGS), GEORGIA POWER 1983 REVIEW, and ODREY 9755 ROBERTS DRIVE.

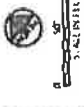
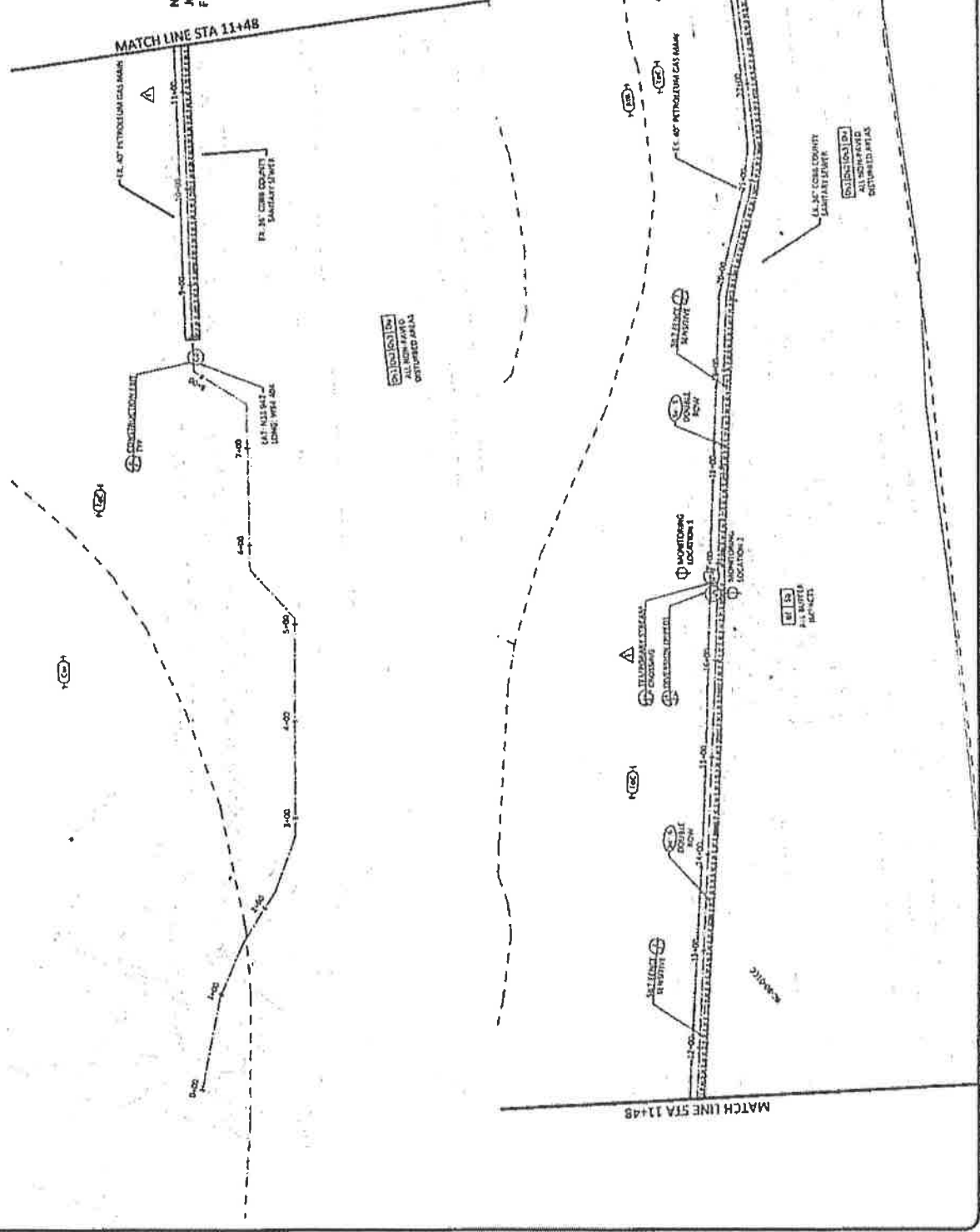
ARC ALLOWANCES ASSOCIATED WITH THE PROJECT IN PREVIOUSLY DISTURBED EASEMENT AREA. NO NEW DISTURBANCE IS ASSOCIATED WITH THIS PROJECT EASEMENT.



		<b>FULTON COUNTY DEPARTMENT OF PUBLIC WORKS</b> <b>FULTON-COBB DIVERSION LINE</b> <b>AND PUMP STATION</b> <b>EROSION CONTROL PLAN</b> EXHIBIT	<b>ACCESS ROAD STA 0+00 TO STA 24+02</b>
PROJECT NO. 11-3-14 DATE: 11/11/14 DRAWN BY: [Name] CHECKED BY: [Name]	CONTRACT NO. 11-3-14 CONTRACTOR: [Name] PROJECT: [Name]	SCALE: 1" = 50' NORTH	SHEET NO. 1 TOTAL SHEETS: 1

**DESIGNER**  
 [Logo]  
 [Address]  
 [Phone]

**NOTE: NATIONAL PARK SERVICE UNIT**  
**JOHNSON FERRY ROAD (NRPA # RC-80-01CC)**  
**FROM STA 0+00 TO STA 13+50**

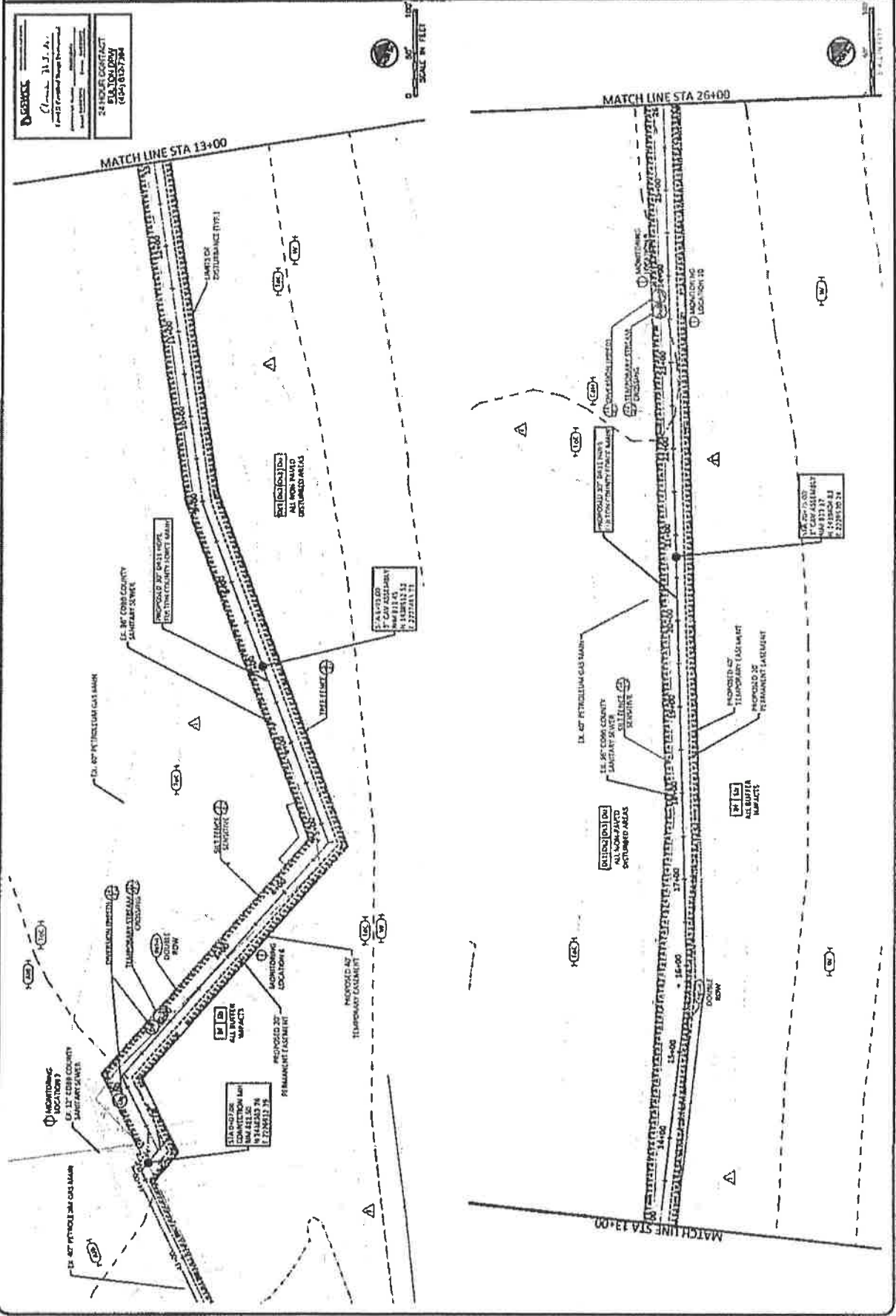




**FULTON COUNTY DEPARTMENT OF PUBLIC WORKS**  
**FULTON-COBB DIVISION LINE AND PUMP STATION**  
**EROSION CONTROL PLAN**  
 STA 0+00 TO STA 26+00

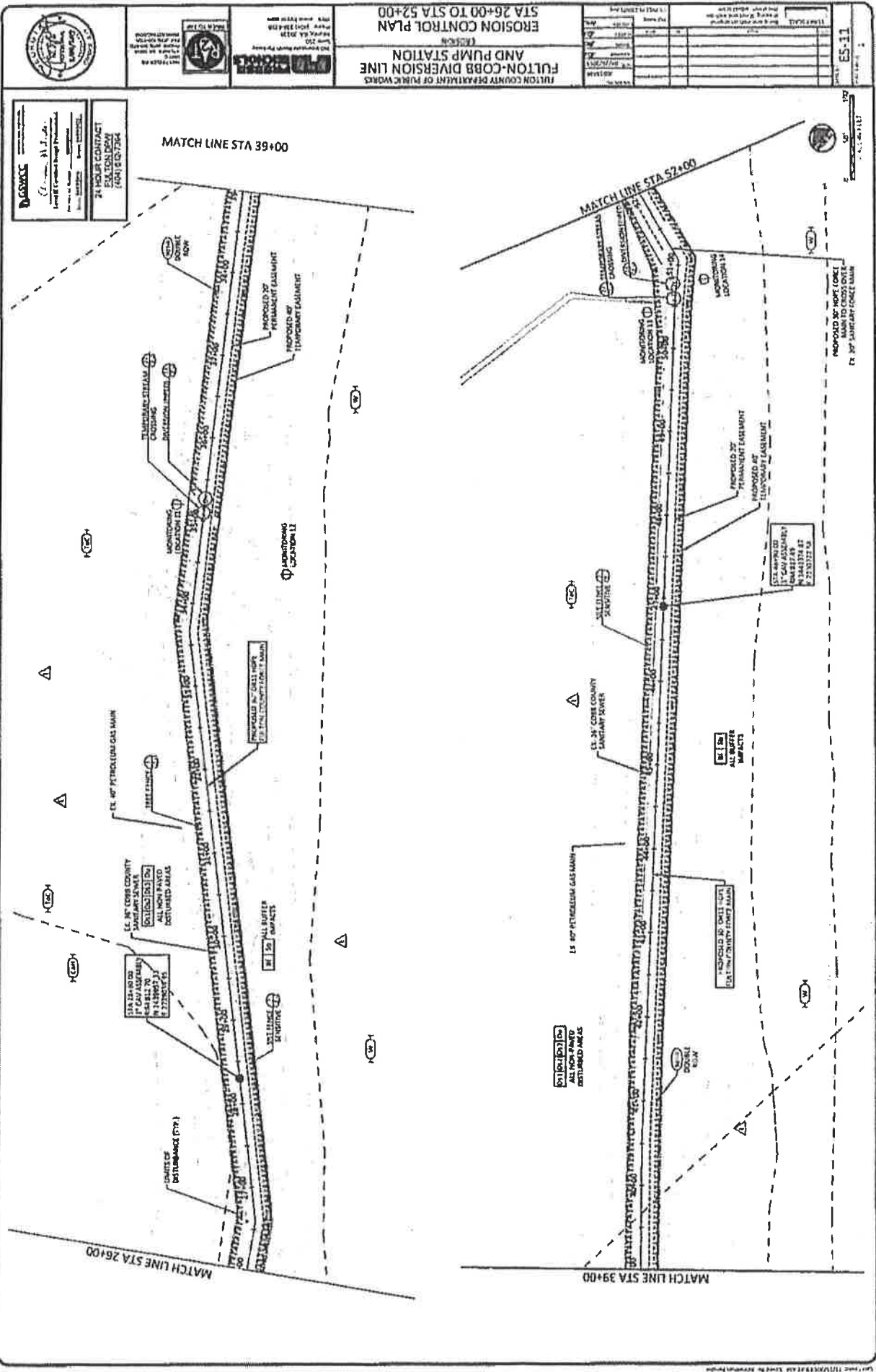
DATE: 11/17/2011  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO: [Number]

**ES-10**



SCALE: 1" = 20' (VERTICAL)  
 1" = 100' (HORIZONTAL)





**24 HOUR CONTACT**  
 CALL OR TEXT  
 (714) 952-1234  
 (714) 952-1235

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMITTING	11/15/2024	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...

**FULTON COUNTY DEPARTMENT OF PUBLIC WORKS**  
**FULTON-COBB DIVERSION LINE**  
**AND PUMP STATION**  
**EROSION CONTROL PLAN**  
 STA 26+00 TO STA 52+00

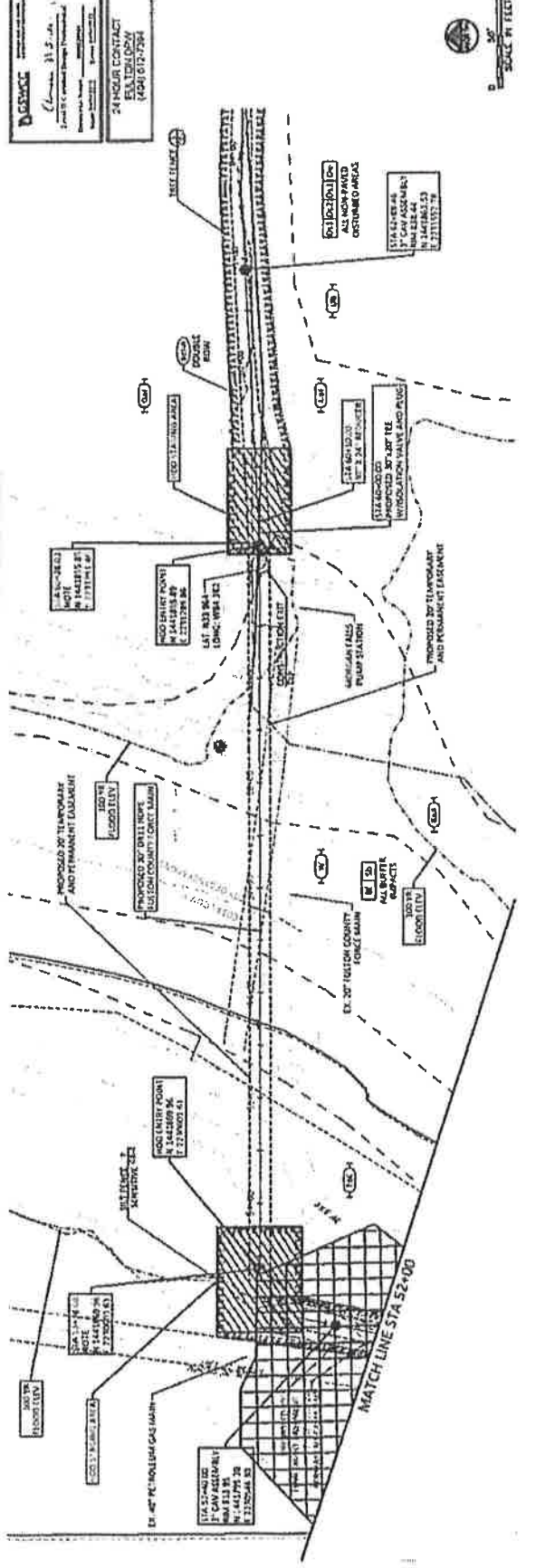
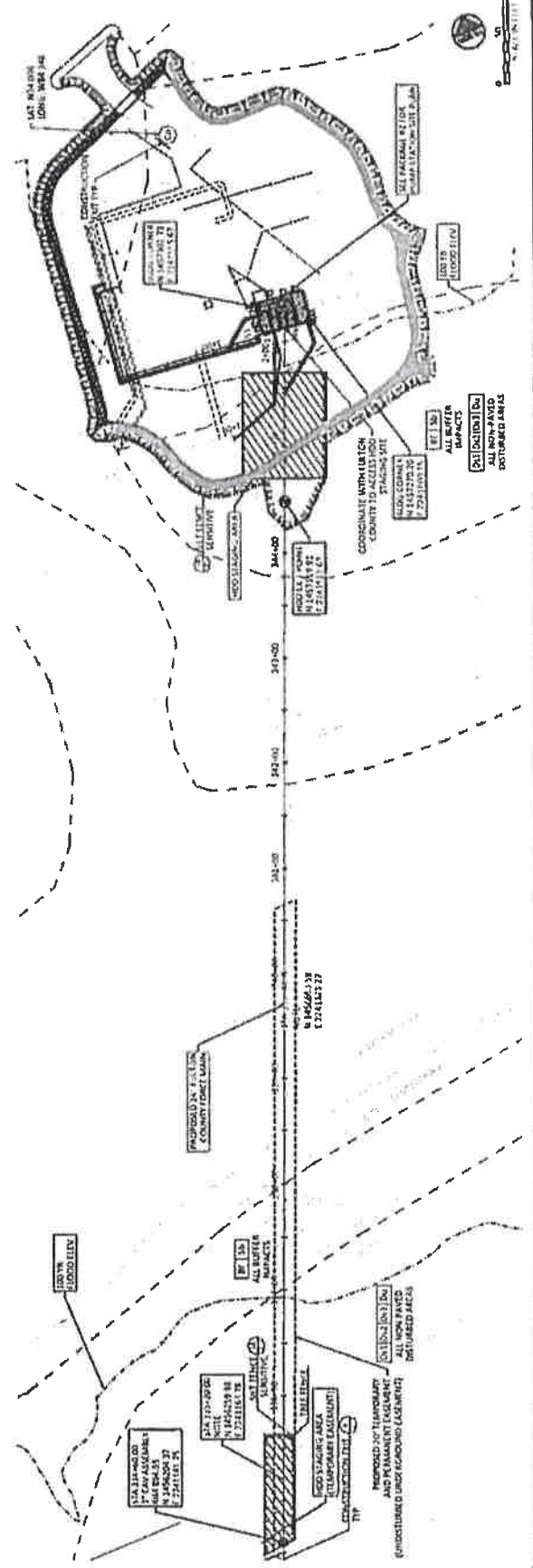


Scale: 1/8" = 1'-0" (Horizontal)  
 1/4" = 1'-0" (Vertical)  
 Erosion Control Plan for the Fulton-Cobb Diversion Line and Pump Station, Stationing STA 26+00 to STA 52+00. Prepared by the Engineering Firm on 11/15/2024. All work shown is for informational purposes only. The Engineer is not responsible for any construction errors or omissions.

NO.	DATE	BY	DESCRIPTION
1	11/11/11	...	...
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FULTON COUNTY DEPARTMENT OF PUBLIC WORKS  
 EROSION CONTROL PLAN STA 52+00  
 TO STA 63+00 & STA 334+50 TO END

24 HOUR CONTRACT  
 24 HOUR CONTRACT  
 24 HOUR CONTRACT





**24 HOUR CONTRACT**  
 FULTON COUNTY  
 (404) 672-7382

**DETAIL 02270-20(C)**  
**COBB COUNTY WATER SYSTEM**  
**DISTURBED AREA STABILIZATION**  
**(WITH PERMANENT VEGETATION)**

AGENCY DIRECTOR

ESTABLISH PERMANENT VEGETATION  
 1. APPLICABLE TO DISTURBED AREAS OF PERMANENT VEGETATION  
 2. SOIL TYPES: - GRAVELLY SANDS  
 - SANDS  
 - SANDY SILTS  
 - SILTY SANDS  
 - SILTY CLAYS  
 - CLAYS  
 3. EXPOSED AND BARRIERS: - ROCKS  
 - LIMBS AND PINNACLES  
 4. PLANTING: - PLANTING OF PERMANENT VEGETATION SHALL BE HYDRATED OR REPAIRED AS SOON AS POSSIBLE  
 5. PLANTING: - PLANTING OF PERMANENT VEGETATION SHALL BE HYDRATED OR REPAIRED AS SOON AS POSSIBLE  
 6. PLANTING: - PLANTING OF PERMANENT VEGETATION SHALL BE HYDRATED OR REPAIRED AS SOON AS POSSIBLE  
 7. PLANTING: - PLANTING OF PERMANENT VEGETATION SHALL BE HYDRATED OR REPAIRED AS SOON AS POSSIBLE

**3**  
 DISTURBED AREA STABILIZATION  
 PERMANENT VEGETATION

**DETAIL 02270-20(A) & (B)**  
**COBB COUNTY WATER SYSTEM**  
**DISTURBED AREA STABILIZATION**  
**(WITH MULCHING) & (WITH TEMPORARY SEEDINGS)**

AGENCY DIRECTOR

ESTABLISH TEMPORARY VEGETATION  
 1. MULCHING SHALL BE APPLIED TO ALL DISTURBED AREAS  
 2. MULCHING SHALL BE APPLIED TO ALL DISTURBED AREAS  
 3. MULCHING SHALL BE APPLIED TO ALL DISTURBED AREAS  
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 7. MULCHING SHALL BE APPLIED TO ALL DISTURBED AREAS

**2**  
 DISTURBED AREA STABILIZATION  
 MULCHING & SEEDINGS

**DETAIL 02270-21**  
**COBB COUNTY WATER SYSTEM**  
**DISTURBED AREA STABILIZATION**  
**APPLICATION TABLE**

AGENCY DIRECTOR

SEASON	APPLICATION TABLE	SOIL TYPE
SPRING	SMALLER COARSE GRAVEL	NO
FALL	SMALLER COARSE GRAVEL	NO
WINTER	SMALLER COARSE GRAVEL	NO
SUMMER	SMALLER COARSE GRAVEL	NO
SPRING	SMALLER COARSE GRAVEL	NO
FALL	SMALLER COARSE GRAVEL	NO
WINTER	SMALLER COARSE GRAVEL	NO
SUMMER	SMALLER COARSE GRAVEL	NO

1. THE SEEDING SHALL BE APPLIED TO ALL DISTURBED AREAS  
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 7. THE SEEDING SHALL BE APPLIED TO ALL DISTURBED AREAS

**1**  
 DISTURBED AREA STABILIZATION  
 APPLICATION TABLE

**Detail 410-7**  
**Community Development Agency**  
**TREE PROTECTION FENCE**

Typical Section

1. PROTECT ALL TREES AND SHRUBS FROM CONSTRUCTION ACTIVITIES  
 2. PROTECT ALL TREES AND SHRUBS FROM CONSTRUCTION ACTIVITIES  
 3. PROTECT ALL TREES AND SHRUBS FROM CONSTRUCTION ACTIVITIES

**5**  
 TREE PROTECTION FENCE

**DETAIL 02270-22**  
**COBB COUNTY WATER SYSTEM**  
**(SLOPE) MATTING AND BLANKETS**

MAY 18, 2001

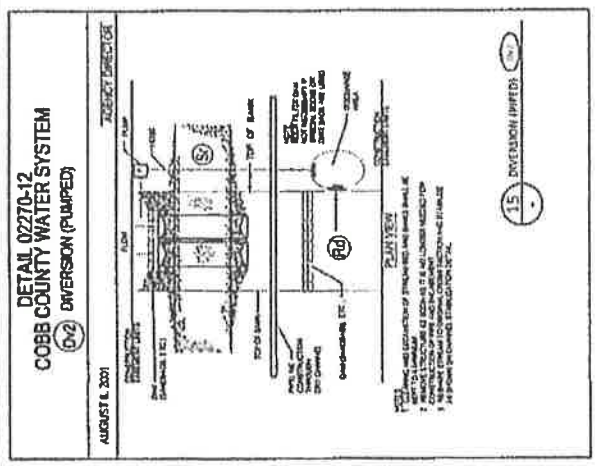
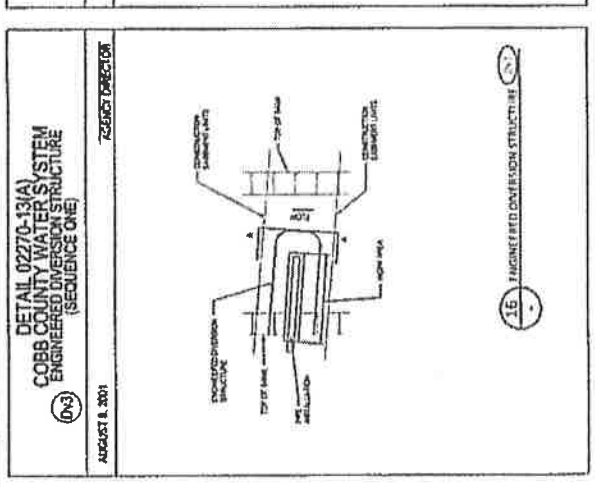
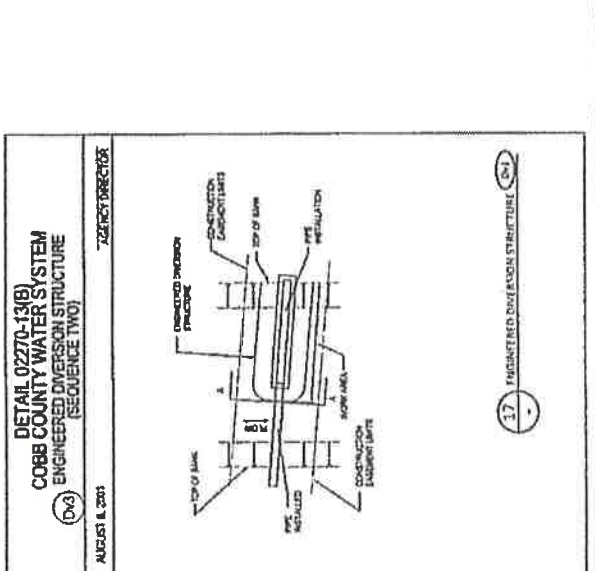
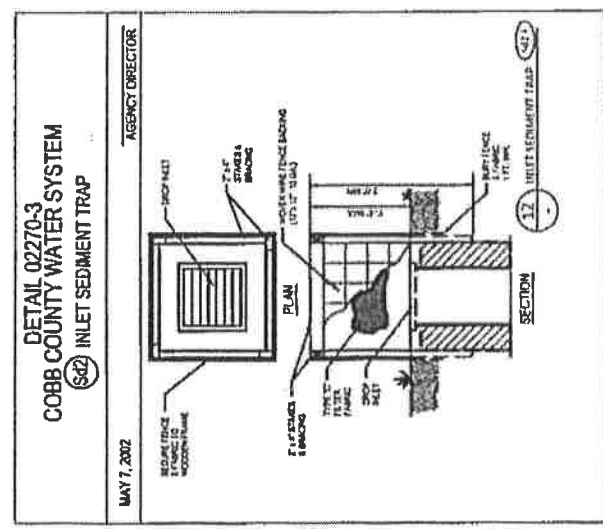
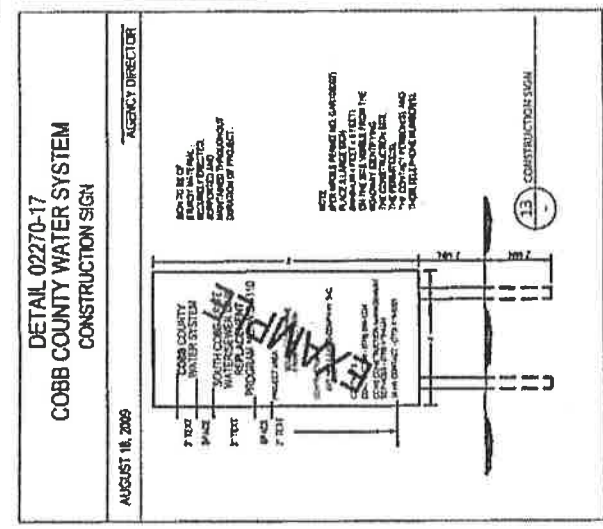
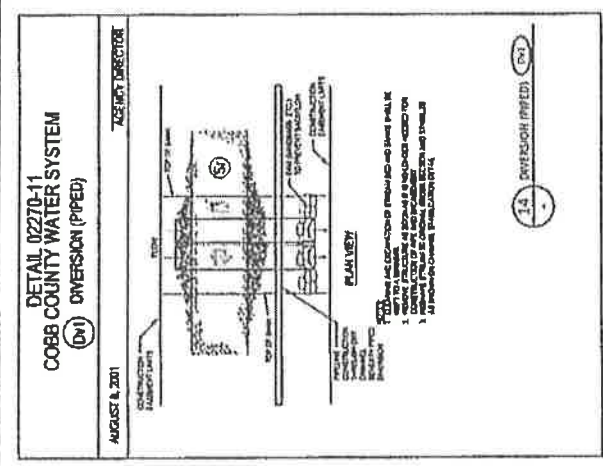
1. THE MATTING SHALL BE APPLIED TO ALL DISTURBED AREAS  
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**4**  
 SLOPE STABILIZATION



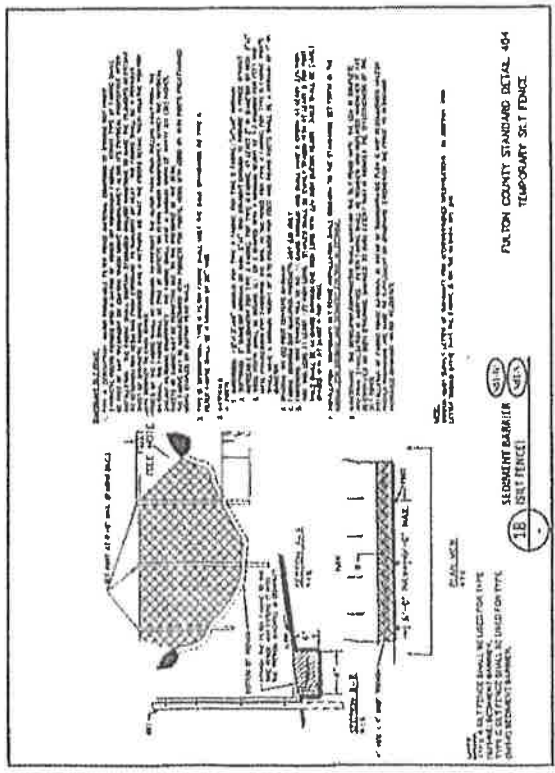
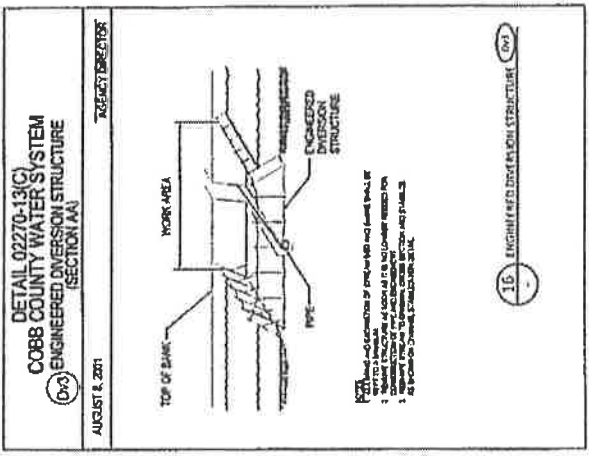
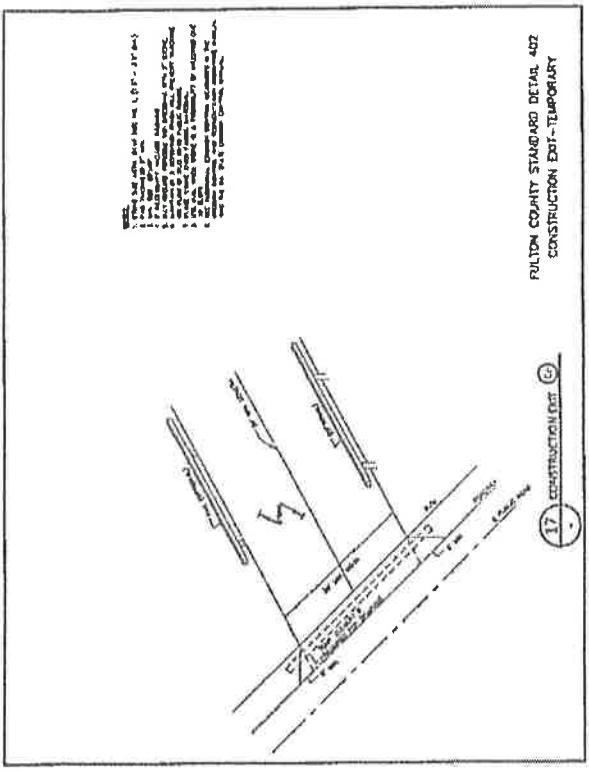


**24 HOUR CONTACT**  
 (770) 420-1313  
 (770) 420-1314





**DESSASS**  
 CONSULTING ENGINEERS  
 1000 N. ...  
 FULTON COUNTY  
 404-527-1234





FULTON COUNTY DEPARTMENT OF PUBLIC WORKS  
 EROSION AND PUMP STATION  
 EROSION CONTROL DETAILS

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ADD			
2	ADD			
3	ADD			
4	ADD			
5	ADD			
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19	ADD			
20	ADD			
21	ADD			
22	ADD			
23	ADD			

24 HOUR CONTACT  
 FULTON COUNTY  
 (404) 527-7346

**TEMPERARY METHODS**

SEE NOTES. SEE STANDARD PRACTICES FOR EROSION CONTROL. EROSION CONTROL MEASURES SHOULD BE INSTALLED IMMEDIATELY UPON THE START OF CONSTRUCTION. EROSION CONTROL MEASURES SHOULD BE MAINTAINED THROUGHOUT CONSTRUCTION. EROSION CONTROL MEASURES SHOULD BE REMOVED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.

**PERMANENT METHODS**

SEE STANDARD PRACTICES FOR EROSION CONTROL. PERMANENT EROSION CONTROL MEASURES SHOULD BE INSTALLED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.

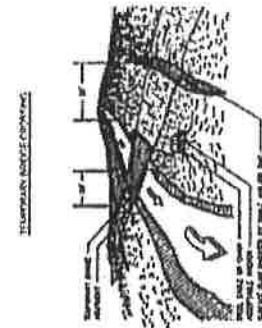
- NOTE:**
- 1) ALL BUFFER RESTORATION SHALL COMPLY WITH APPLICABLE SPECIFICATIONS SET FORTH IN THE COUNTY MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, LATEST EDITION.
  - 2) ALL PLANTS SHALL BE 1-1/2" TO 2" HIGH, UNBROKEN MATERIAL AND FREE OF PESTS AND DISEASE.
  - 3) CONTRACTOR IS TO VERIFY LOCATION OF ALL TREES WITH COUNTY ARBORIST PRIOR TO INSTALLATION.
  - 4) CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TREES WITH COUNTY ARBORIST PRIOR TO INSTALLATION.
  - 5) CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TREES WITH COUNTY ARBORIST PRIOR TO INSTALLATION.
  - 6) ALL PLANTS ARE SUBJECT TO APPROVAL OF THE OWNER BEFORE PLANTING AND AFTER INSTALLATION.
  - 7) ALL TREES, SHRUBS, CROPS, AND PLANTING SOIL ARE TO BE COMPLETELY COVERED WITH ACID WASHED HARDWOOD MULCH TO A DEPTH OF THREE (3) INCHES.
  - 8) CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ANY UTILITIES, STRUCTURES, OR CONCRETE WORK.
  - 9) CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO ANY UTILITIES, STRUCTURES, OR CONCRETE WORK.
  - 10) CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE THE END OF THE GUARANTEE PERIOD.
  - 11) CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO ANY UTILITIES, STRUCTURES, OR CONCRETE WORK.
  - 12) CONTRACTOR SHALL SUPPLY ALL PLANTING SOIL, TOP SOIL, AND SOIL ORGANIC SOIL ADDITIVES.
  - 13) ALL TREES AND SHRUBS SHALL BE LOCATED WITHIN THE PERMANENT SETBACK EASEMENT.
  - 14) BUFFER RESTORATION SHALL NOT RESULT IN A NET LOSS OF BUFFER RESTORATION OF THE LOT.



**STREAM STABILIZATION**



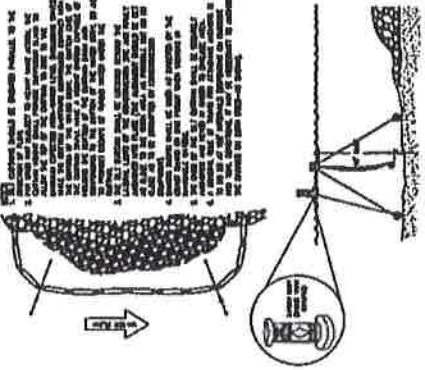
**TEMPORARY STREAM CROSSINGS**



- NOTE:**
- 1) THE BRIDGE SHOULD BE CONSTRUCTED TO THE SAME ELEVATION AS THE EXISTING CHANNEL.
  - 2) BRIDGES SHOULD BE PLACED PARALLEL TO AND ON STABLE BANKS.
  - 3) BRIDGES SHOULD BE CONSTRUCTED TO SPAN THE ENTIRE CHANNEL. THE CHANNEL SHOULD BE REGRADED TO THE ORIGINAL CHANNEL CROSS SECTION.
  - 4) BRIDGES SHOULD BE SECURELY ANCHORED TO THE STREAM BED USING STEEL CABLE OR OTHER APPROPRIATE ANCHORING SYSTEMS.
  - 5) BRIDGE MAINTENANCE SHALL BE APPROVED BY THE NATIONAL PARK SERVICE PRIOR TO INSTALLATION.



**TURBIDITY CURTAIN SYSTEM**





## County Manager

Rob Hosack, County Manager

Districts All

---

Item No. 3.

*Cobb County...Expect the Best!*

**TO:** The Board of Commissioners

**FROM:** Rob Hosack, County Manager

**DATE:** January 28, 2020

### **PURPOSE**

To conduct the first public hearing to solicit comments and input on the proposed amendments to Chapters 2 (Administration), 10 (Animals), 18 (Building Regulations), 54 (Fire Prevention and Protection), 66 (Historic Preservation), 78 (Licenses, Permits and Businesses), 90 (Parks & Recreation) and 134 (Zoning) of the Cobb County Code and to consider adoption of the proposed amendments.

### **BACKGROUND**

At various times throughout the year, the Board of Commissioners has directed the county staff to prepare amendments to the Official Code of Cobb County in order to address concerns identified during the course of routine community development activities. Staff has further been directed to bring these amendments forward in a timely fashion.

Staff conducted a work session to present the amendments to the Board of Commissioners on January 27, 2020. The first public hearing will be conducted by the Board of Commissioners on January 28, 2019. The Planning Commission received a presentation of Chapter 134 (Zoning) on January 7, 2020. The second public hearing on the attached code amendment package will occur on February 11, 2020 at 9:00 A.M. The Board of Commissioners may consider any of the amendments or variations on the amendments contained in the code amendment package after the conclusion of the second public hearing.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners conduct the first public hearing to solicit comments and input on the proposed amendments to Chapters 2 (Administration), 10 (Animals), 18 (Building Regulations), 54 (Fire Prevention and Protection), 66 (Historic Preservation), 78 (Licenses, Permits and Businesses), 90 (Parks & Recreation) and 134 (Zoning) of the Cobb County Code.

## **ATTACHMENTS**

1. 2020 Code Amendments - Package I
2. PC Recommendations on Section 134 Code Amendments

# 2020 CODE AMENDMENTS

## Official Code of Cobb County Part I. – Chapters 2, 10, 18, 54, 66, 78, 90, and 134

Package I  
Approved Code Amendments  
Strikethrough Version

Board of Commissioners Public Hearing Dates  
January 28, 2020 – 7:00 pm  
February 11, 2020 – 9:00 am

Cobb County Government  
P. O. Box 649  
Marietta, GA 30061  
[www.cobbcounty.org](http://www.cobbcounty.org)



*Cobb County...Expect the Best!*

# **PART 1. – OFFICIAL CODE OF COBB COUNTY, GEORGIA**

## **CHAPTER 2 – ADMINISTRATION**

### **ARTICLE III. – CODE ENFORCEMENT**

Section 2-103 of the Official Code of Cobb County, Georgia, is amended to read as follows:

#### **Sec. 2-103. – Authority.**

Employees of the code enforcement division have enforcement authority to issue citations for violations of this Code in accordance with section 1-10. Employees of code enforcement shall have citation authority over the following portions of this Code, unless specific authority is given exclusively to another agency or department within a Code section or such exclusivity is otherwise determined by federal or state law or by agreement with another jurisdiction. Personnel from the Cobb County Stormwater Management Division of the Cobb County Water System shall have citation authority for chapter 50, articles IV and V; chapter 58; section 102-92 and section 110-61(f). Personnel from the code enforcement division shall have enforcement authority to issue citations for violations of chapter 50, articles IV and V for the community development agency. Personnel from the environmental compliance division of the Cobb County Water System shall have citation authority over chapter 122, article II, sections 122-181 through 122-193:

- (1) Chapter 2, article V, Sec. 2-180. (film permit);
- (~~12~~) Chapter 18, article II (permits required);
- (~~23~~) Chapter 18, article III (building code);
- (~~34~~) Chapter 18, article IV (electrical code);
- (~~45~~) Chapter 18, article V (gas code);
- (~~56~~) Chapter 18, article VI (housing code);
- (~~67~~) Chapter 18, article VII (mechanical code);
- (~~78~~) Chapter 18, article VIII (one- and two-family dwelling code);
- (~~89~~) Chapter 18, article IX (plumbing code);
- (~~910~~) Chapter 18, article X (swimming pool code and wastewater discharge);
- (~~1011~~) Chapter 18, article XI (energy code);
- (~~1112~~) Chapter 18, article XII (excavating and trenching);
- (~~1213~~) Chapter 26, article II (cemetery preservation);
- (~~1314~~) Chapter 50, article II (Chattahoochee River corridor tributary protection area);
- (~~1415~~) Chapter 50, article III (land disturbing activities);
- (~~1516~~) Chapter 50, article IV (stormwater management);
- (~~1617~~) Chapter 50, article V (stormwater quality/illicit discharge and illegal connections);
- (~~1718~~) Chapter 50, article VI (tree preservation and replacement);
- (~~1819~~) Chapter 54 (fire prevention and protection);
- (~~1920~~) Chapter 58, article II (flood damage prevention);
- (21) Chapter 66, article IV, Sec. 66-81 (approval of alterations in historic districts or involving landmarks)

- (~~2022~~) Chapter 78 (licenses, permits and businesses);
- (~~2123~~) Chapter 83 (nuisances);
- (~~2224~~) Chapter 102 (solid waste);
- (~~2325~~) Chapter 106 (streets, sidewalks and other public places), article II, section 106-10(c) (obstructions on right-of-way);
- (~~2426~~) Chapter 110 (subdivisions);
- (~~2527~~) Chapter 122, article II (water and wastewater systems);
- (~~2628~~) Chapter 134 (zoning);
- (~~2729~~) Volumes 1 and 2 of the Cobb County Development Standards, as may be amended from time to time.

...

## **CHAPTER 10 – ANIMALS**

### **ARTICLE 1. – IN GENERAL**

Section 10-1 of the Official Code of Cobb County, Georgia, is amended to read as follows:

#### **Sec. 10-1. – Definitions**

...

Animal care facility means any licensed animal control/services shelter that is either maintained by or under contract with any state, county, or municipality whose mission and practice is the rescue and placement of animals in permanent homes or animal rescue organizations.

Animal control facility/shelter means those facilities designated by the board of commissioners for the housing and care of animals pursuant to this chapter.

Animal rescue organization means any not-for-profit organization that has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, that possesses all required federal, state, and local licenses and registrations, and that has a mission and practice, in whole or in significant part, to rescue and place homeless animals in permanent homes. This term does not include an entity that is a breeder or broker or one that obtains animals from a breeder or broker for profit or compensation.

Animal control services officer means an individual authorized by local law or by the governing authority of the county or the covered municipality to carry out the duties imposed by this chapter.

Animal shelter means an entity that possesses a shelter license from the Georgia Department of Agriculture.

Animal control services unit means, collectively, the animal control services managers and employees who, under the direction of the Cobb County Animal Services Director, operate as a unit of the Cobb County Department of Public Safety Cobb County Police Department, its successor department(s), or other entity selected by the board of commissioners to carry out the duties of animal control services for Cobb County pursuant to this chapter and federal/state laws.



...

*Breeder* means a person or entity that owns an animal and allows it to reproduce, whether planned or unplanned.

Broker means a person that transfers dogs or cats from a commercial breeder for resale by another person.

...

CCAS shelter means the facility operated by the Cobb County Animal Services Unit for the purpose of providing shelter and care for dogs, cats, or other animals taken into custody under the provisions of this chapter.

Cobb County Animal Control Services means the Cobb County Animal Control Services Unit and Shelter sometimes referred to in this chapter as "CCAC" CCAS.

...

*Humane society* means a licensed organization that rescues, assists, and provides care for animals, educates the public in humane care of animals, initiates/facilitates programs to improve the quality of life for animals.

...

*Dog control officer* means the ~~manager~~ Director of the Cobb County Animal Control Services and/or his or her designee who is responsible for the administration and enforcement of the enforcing the state dangerous dog laws. "Responsible Dog Ownership Law," set forth in O.C.G.A. § 4-8-20, et seq. ~~This term "dog control officer" is utilized by state law with regard to the state dangerous dog law.~~

...

Feral cat means a cat that was either born in the wild and lacks socialization or was returned to the wild and became untrusting of humans. A feral cat is typically untamed and evasive.

...

*Manager* means ~~the~~ a manager of the Cobb County Animal ~~Control~~ Services Unit ~~and/or his/ or~~ her designee.

...

Offer for sale means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away, or otherwise dispose of a dog or cat.

...

Pet store means any retail establishment where dogs and cats are sold, exchanged, bartered or offered for sale as pet animals to the general public at retail. Such definition shall not include the CCAS shelter, an animal care facility, an animal rescue organization, a private breeder, or a retail establishment that sells only non-feline or non-canine animals.

...



Private breeder means any person or entity who breeds animals that they own for the purpose of sale to the public provided that the animals are sold on the premises where such animals were bred and reared.

Section 10-11 of the Official Code of Cobb County, Georgia, is amended to read as follows:

Sec. 10-11. - Control of animal.

(a) General control.

- (1) It shall be unlawful for the owner of any animal, with the exception of cats, to permit such non-feline animal to be out of his or her immediate control and restraint, or to be left unattended off the premises of the owner, or to be upon the property of another person without the permission of the owner or person in possession of such other property. For the purposes of this chapter, condominium and apartment common property shall not be considered to be the premises of the animal owner. Voice control does not constitute control of an animal.
- (2) Restraint of dogs and/or animals shall be maintained as follows:
  - a. When upon the premises of the owner, all animals, with the exception of cats, shall be kept indoors or in a primary enclosure as defined by this chapter in such a manner as to contain the animal within the bounds of the owner's premises, or on a leash in the hands of a person that possesses the ability to restrain the animal.
  - b. When off the premises of the owner, all animals, with the exception of cats, shall at a minimum be maintained on an appropriate chain, leash or tie not exceeding six feet in length, and in the hands of a person who possesses the ability to restrain the animal.
  - c. It shall be unlawful for any owner of a dog to chain, tie, fasten or otherwise tether the dog to a stationary object or pulley run as a means of confinement, except that the dog may be temporarily confined by a tether while attended by its owner, notwithstanding subsections (2)a. and (2)b. of this section.
- (3) The requirements of subsection (2) of this section shall not apply in the areas zoned for agricultural purposes where the owner of the dog is using the dog for hunting or working purposes and has the dog in his possession or control. If the dog is being used for hunting purposes the owner shall have on his person a valid hunting license. Dogs, while hunting, or show dogs while being shown, are not required to wear a collar or dog tag; but the owner shall have the dog tag in his possession where it may be shown upon demand of a representative of CCAC.
- (4) No person shall tie, stake or fasten any animal within any street, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, alley, sidewalk or other public place.
- (5) Every female dog and cat in heat shall be confined in a building or other enclosure in such a manner that such female dog or cat cannot come into contact with an intact male of the same species except for planned breeding.
- (6) Every animal shall be restrained and controlled so as to prevent it from causing property damage, harassing pedestrians or bicyclists, molesting passersby, chasing vehicles, or attacking persons or other animals.
- (7) Exception: Section 10-11(a)(2)b. shall not apply to the areas contained within the Sweet Mountain Dog Park or within any other county or city dog park designated as such by the applicable governing authority, provided that all other rules, regulations and ordinances connected to the use of that area are followed. All owners must possess the ability to restrain

their dog(s) and must be present in the off-leash area of said park with any dog(s) they brought into the park, to adequately control or restrain them if needed, so as to prevent injury to other people or dogs in the off-leash area.

- (b) Control of attacking or biting animal, vicious animals, potentially dangerous dogs and dangerous dogs.
  - (1) The above provisions concerning general control and contained in subsection (a) of this section are applicable to attacking or biting animals, vicious animals and dangerous dogs and potentially dangerous dogs.
  - (2) When upon the premises of the owner, attacking or biting animals, vicious animals, potentially dangerous dogs and dangerous dogs shall be kept indoors or in a proper enclosure as defined by this chapter. Permanent or temporary tethering as a means of enclosure is not permissible.
  - (3) The owner of a dangerous dog shall not permit the dog to be outside of a proper enclosure unless the dog is muzzled in a manner that will prevent it from biting any person. The dog must be restrained by a substantial chain or leash not more than six feet in length and under the physical control of a person who possesses the ability to restrain the dog.
  - (4) The owner of a potentially dangerous dog, vicious animal or attacking or biting animal shall not permit the dog or animal to be outside a proper enclosure unless the dog or animal is restrained by a substantial chain or leash not more than six feet in length and is under the physical restraint of a person who possesses the ability to restrain the dog or animal.
- (c) In any prosecution under this Code section, any animal found running at large may be held by CCAC as evidence of a violation of this Code section. Such holding is at the discretion of the prosecuting attorney, and the animal may be released at the conclusion of the prosecution.
- (d) In lieu of paying a fine or serving jail time under this section, a violator may, at the discretion of the judge, relinquish the animal to CCAC for placement or disposal as determined by CCAC.

## **ARTICLE II. – ADMINISTRATION AND ENFORCEMENT**

### **Division 1. – Generally**

Section 10-37 of the Official Code of Cobb County, Georgia, is amended to read as follows:

#### **Sec. 10-37. – Fees**

(a) The fees with respect to all services performed in connection with enforcement of this chapter shall be set by the board of commissioners from time to time. A copy of such fee schedule shall be posted at the headquarters of ~~the CCAC~~ CCAS and may be changed at any time and from time to time as determined by the board of commissioners.

(b) A person or entity who relinquishes ownership of his or her dog to CCAS shall be assessed a fee payable at the time his or her dog is surrendered to CCAS for care and custody.

~~(b) (c)~~ (c) The fees established and collected under this chapter and /or pursuant to ~~the state dangerous dog control law~~ the Responsible Dog Ownership Law set forth at O.C.G.A. § 4-8-20, et seq., are not penalties but are imposed for the sole purpose of defraying expenses borne by the county for such animal control and welfare under this chapter or under state law and are subject to change at any time.

~~(c) (d)~~ (d) ~~The CCAC~~ CCAS may waive any part of the normally required fees at ~~his~~ its discretion.

...

### **DIVISION 3. – ANIMAL IMPOUNDMENT, REDEMPTION AND ADOPTION**

Section 10-67 of the Official Code of Cobb County, Georgia, is amended to read as follows:

Sec. 10-67. - Period of impoundment or confinement.

- (a) All periods specified in this section shall be deemed to commence at 12:01 a.m. of the day following the day of impoundment or confinement.
- (b) ~~Other than these dogs~~ With the exception of those animals confiscated under sections 10-13(b), 10-13(c), 10-97, or 10-121 through 10-121.18, 10-121.2(d), and/or 10-121.7, all impounded animals shall be kept at the animal shelter for a period of not less than five working days unless redeemed within such period.
- (c) Notwithstanding subsection (b) of this provision, other than feral cats confiscated pursuant to sections 10-13(b), 10-13(c), 10-97, and/or 10-121.7, any impounded feral cats shall be eligible for immediate release from the animal shelter for the purpose of returning such cats to the area from which they were found provided such feral cats are sterilized, ear-tipped, and vaccinated for rabies. CCAS has discretion to determine whether to keep an eligible feral cat at the shelter or release it pursuant to this provision.
- (ed) Wildlife or wild animals as defined by this chapter which have been captured by or come to be in the custody of CCAC shall not be deemed impounded and need not be retained for any minimum length of time. Wildlife and wild animals received by CCAC will be disposed of in accordance with federal and state guidelines.
- (de) Any animal which is voluntarily surrendered to CCAC shall be deemed permanently relinquished to CCAC and may be immediately adopted, destroyed or otherwise disposed of as though it had been impounded.

### **ARTICLE V. – MISCELLANEOUS OFFENSES**

Section 10-135 of the Official Code of Cobb County, Georgia, is amended to read as follows:

#### **Sec. 10-135 – ~~Selling/giving away of animals; use of animals as prizes~~**

~~Selling or giving away animals in front of or on private property or public property, other than the animal owner's property, without the owner's permission, is prohibited. A licensed rescue group, licensed animal shelter, licensed veterinarian, licensed pet dealer, or licensed humane society, which has all required governmental licenses, registrations, and has obtained permission from the owner of the business or property, may sell or give away animals on private or public property, including but not limited to: retail stores, businesses, flea markets, yard sales, and CCAC property.~~

#### **Sec. 10-135 – Prohibition on the Sale of Dogs and Cats at Pet Stores**

(a) No pet store shall sell, deliver, offer for sale, barter, auction, give away, or otherwise transfer dogs or cats.

(b) Nothing in this section shall prevent the owner, operator, or employees of a pet store, retail business, or other commercial establishment located in Cobb County from providing space and appropriate care for dogs and cats owned by CCAS, a rescue group (licensed), an animal care facility, or

an animal rescue organization for the purpose of promoting public adoption of dogs and cats, provided the pet store, retail business, or other commercial establishment shall not have any ownership interest in the dogs and cats offered for adoption and shall not receive a fee for providing space for the adoption of any such dogs and cats.

(c) Any pet store that is currently engaged in the business of selling, delivering, offering for sale, bartering, auctioning, giving away, or otherwise transferring of cats or dogs will have ninety (90) days from the enactment of this ordinance to cease engaging in such activities.

The Official Code of Cobb County, Georgia, is amended by adding a section numbered 10-135.1 to read as follows:

**Sec. 10-135.1 – Violations and Penalties.**

A pet store that violates Section 10-135(a) shall be subject to a fine of (\$1000) for each separate violation. Each dog or cat sold, delivered, offered for sale, bartered, auctioned, given away, adopted, or otherwise transferred or disposed of in violation of Section 10-135(a) shall constitute a separate violation.

...

**CHAPTER 18 – BUILDING REGULATIONS**  
**ARTICLE III. - BUILDING CODE**

Section 18-122 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 18-122. - Amendments.**

The following shall be considered amendments, additions to, changes in or exceptions to the building code adopted in section 18-121:

...

(3) Adopt Appendix B, Board of Appeals, in its entirety.

Adopt Appendix C, Agricultural Buildings, in its entirety.

Adopt Appendix G, Flood Resistant Construction, in its entirety.

Adopt Appendix J, Grading, in its entirety.

Adopt Appendix K, Administrative Provisions, in its entirety.

Adopt Appendix N, Replicable Buildings, in its entirety.

**ARTICLE VI. - HOUSING CODE**

Section 18-186 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 18-186. Adopted.**

The edition of the International Property Maintenance Code, promulgated pursuant to O.C.G.A. § 8-2-25, as amended from time to time, is adopted by reference, subject to all exceptions, amendments and modifications contained in this article, which in the event of conflict shall supersede and take priority over the adopted housing code or any published amendments thereto. Amendments contained in this article shall be construed as superseding only that part of the section with which there is a conflict. The county further adopts sections 101 through 112 of chapter 1 of such International Property Maintenance Code for administration of such code except as expressly amended in Sec. 18-187 of this chapter.

State law reference—O.C.G.A. §§ 8-2-20(9)(B)(i)(X), 8-2-25.

**CHAPTER 54 – FIRE PREVENTION AND PROTECTION**

**ARTICLE III. – FIRE SAFETY STANDARDS**

The Official Code of Cobb County, Georgia, is amended by adding a section numbered 54-52.1 to read as follows:

**Sec. 54-52.1 – Life Safety Code Amendment adopted.**

The following amendment and the State Fire Marshal’s interpretation of compliance and allowances under said amendment to National Fire Protection Association 101, 2018 Edition, or updated editions approved for use by the State of Georgia, Life Safety Code shall be utilized by Cobb County Fire Marshal Staff in the determination of occupancy load calculations.

- Where substantial evidence and documentation is provided, the authority having jurisdiction may decrease the occupancy load for some occupancy use areas. The determined occupant load capacity shall be posted at an obvious location indicating the total occupant load capacity.

...

Section 54-55 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 54-55. – Enforcement; establishment and duties of bureau of fire prevention; authority of fire marshal; appeals of decisions.**

- (a) The state minimum fire safety standards shall be enforced by the fire marshal in the fire department of the county which is hereby established and which shall be operated under the supervision of the chief of the fire department. The fire marshal shall have the duties of the chief of the bureau of fire prevention.
- (b) The chief of the fire department may detail such members of the fire department, or other county employees, as shall from time to time be necessary.
- (c) A report of the bureau of fire prevention shall be made annually and transmitted to the chairman of the board of commissioners. Such report shall contain all proceedings under the adopted codes, with such statistics as the chief of the fire department may wish to include therein. The chief of the

fire department shall also recommend any amendments to the fire prevention code which, in his judgment, shall be desirable.

- (d) The county fire marshal is hereby authorized to enforce the state minimum fire safety standards of the cities of Acworth, Kennesaw, and Powder Springs, being municipalities within this county, and to conduct fire inspections in accordance therewith; provided however, that citations for violations of such municipal codes shall be returnable to the appropriate courts of such municipalities; provided further, that the county fire marshal shall not enforce such municipal codes unless they are and remain substantially similar to the county's state minimum fire safety standards, as amended; and provided further, that the county fire marshal shall not enforce such codes in any of such municipalities unless and until the governing authority of such municipality shall have entered into a written contract with the county pursuant to Ga. Const. art. IX, § II, permitting the county fire marshal to enforce such municipal codes and to conduct fire inspections within such municipality; and to this end, the chairman of the board of commissioners is hereby authorized to affix his signature and seal to any such contract, and to do any and all acts necessary to carry out the intent of this subsection.

(e) There is established a Fire Prevention and Protection Safety Ordinance Appeals Board. Said board shall be composed of the County Manager, Public Safety Agency Director and the Cobb County Chief Building Official. Said Appeals Board may consider appeals from any person aggrieved or by any officer, department, board or bureau of the county affected by any decision of the fire marshal. The Appeals Board should be provided notice of the decision being appealed; the relief desired; the reason(s) why such relief should be granted and the documents relative to the issues raised in the appeal.

...

## **CHAPTER 66 – HISTORIC PRESERVATION**

### **ARTICLE I. – IN GENERAL**

Section 66-1 of the Official Code of Cobb County, Georgia, is amended to read as follows:

#### **Sec. 66-1. Definitions**

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

*Building* means a structure created to shelter any form of human activity, such as a house, barn, church, hotel or similar structure. The term "building" may include to a historically related complex such as a courthouse and jail or a house and barn.

*Certificate of appropriateness* means a document evidencing approval by the historic preservation commission of an application to make a material change in the appearance of a designated historic property or of a property located within a designated historic district.

*Commission* means the county historic preservation commission created by this chapter.

*Exterior architectural features* means the architectural style, general design and general arrangement of the exterior of a building or other structure, including but not limited to the kind or texture of the building material and the type and style of all windows, doors, signs and other appurtenant architectural fixtures, features, details or elements relative to the foregoing.

*Exterior environmental features* means all those aspects of the landscape or the development of the site which affect the historical character of the property.

*Historic district* means a geographically definable area which contains structures, sites, works of art or a combination thereof which exhibit a special historical, architectural or environmental character as designated by the board of commissioners.

*Material change in appearance* means a change that will affect either the exterior architectural or environmental features of an historic property or any structure, site or work of art within an historic district, and may include any one or more of the following:

- (1) A reconstruction or alteration of the size, shape or facade of an historic property, including any of its architectural elements or details.
- (2) Demolition of an historic structure.
- (3) Commencement of excavation for construction purposes.
- (4) A change in the location of advertising visible from the public right-of-way.
- (5) The erection, alteration, restoration or removal of any building or other structure within an historic property or district, including walls, fences, steps and pavements, or other appurtenant features.

Site means the location of a significant event, a prehistoric or historical occupation or activity, or a building or structure, whether standing, ruined or vanished, where the location itself maintains historical or archeological value regardless of the value of any existing structure.

Structure means a work made up of interdependent and interrelated parts in a definite pattern of organization. Constructed by man, it is often an engineering project large in scale.

...

### **ARTICLE III. – HISTORIC DISTRICT AND LANDMARK DESIGNATION PROCEDURE**

Section 66-57 of the Official Code of Cobb County, Georgia, is amended to read as follows:

#### **Sec. 66-57. Designation of an historic district**

- (a) Criteria for selection. An historic district is a geographically definable area which contains buildings, structures, sites, works of art, or a combination thereof, which:
  - (1) Have special character or special historic or aesthetic value or interest;
  - (2) Represent one or more periods or styles of architecture typical of one or more eras in the history of the county, state or region;
  - (3) Cause such area, by reason of such factors, to constitute a visibly perceptible section of the county.

...

Section 66-58 of the Official Code of Cobb County, Georgia, is amended to read as follows:

#### **Sec. 66-58. Designation of a landmark.**

- (a) Criteria for selection. An historic landmark is a building, structure, site, work of art, including the adjacent area necessary for the proper appreciation or use thereof, deemed worthy of preservation by reason of value to the county, state or region for one or more of the following reasons:
    - (1) It is an outstanding example of a structure representative of its era.
    - (2) It is one of the few remaining examples of past architectural style.
    - (3) It is a place or structure associated with an event or person of historic or cultural significance to the county, the state or the region.
- ...

Section 66-59 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 66-59. Requirements for designation of historic districts and landmarks.**

- (a) Application. Application for designation of an historic district or landmark shall be made by the following:
  - (1) Historic district: An historical society, neighborhood association, or group of property owners may apply for designation.
  - (2) Landmark structure: An historical society or property owner may apply for designation.
- (b) Public hearings. The commission and the board of commissioners shall hold a public hearing on the proposed ordinance for designation. Notice of the hearing shall be published in at least three ~~consecutive~~ issues in the legal organ of the county, and written notice of the hearing shall be mailed by the commission to all owners and occupants of such properties. All such notices shall be published or mailed not less than ~~ten~~ 15 days nor more than ~~230~~ 45 days prior to the date set for public hearing. A letter sent via the United States mail to the last-known owner of the property shall constitute legal notification under this chapter.

...

**ARTICLE IV. – CERTIFICATES OF APPROPRIATENESS**

Section 66-81 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 66-81. Approval of alterations in historic districts or involving landmarks.**

After the designation by ordinance of an historic property or of an historic district, no material change in the appearance of such historic property, or of a building, structure, site or work of art within such historic district, shall be made or permitted to be made by the owner or occupant thereof unless or until an application for a certificate of appropriateness has been submitted to and approved by the commission.

...

Section 66-82 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 66-82. Approval of new construction within designated districts.**



The commission shall issue certificates of appropriateness ~~to~~ for new buildings or structures constructed within designated historic districts. These buildings or structures shall conform in design, scale, building materials, setback and landscaping to the character of the district specified in the commission's design guidelines to the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and to any design guidelines adopted by the commission as to design, scale, building materials, setback and landscaping.

...

Section 66-83 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 66-83. ~~Guidelines and criteria~~ Approval of changes to existing buildings within designated districts.**

When considering applications for certificates of appropriateness to existing buildings, the ~~s~~Secretary of the ~~i~~nterior's Standards of Rehabilitation and Guidelines for Rehabilitating Historic Buildings shall be used as a guideline along with any other criteria or design guidelines adopted by the commission.

...

Section 66-85 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 66-85. Approval or denial.**

- (a) The commission ~~shall~~ may approve the application as proposed or approve the application for a certificate of appropriateness with any modifications or stipulations it deems necessary and issue a certificate of appropriateness if it finds that the proposed material changes in the appearance would not have a substantial adverse effect on the aesthetic, historic or architectural significance and value of the historic property or the historic district. In making this determination, the commission shall consider, in addition to any other pertinent factors, the historical and architectural value and significance, architectural style, general design arrangements, texture and material of the architectural features involved, ~~and the~~ if the property is located within a historic district, the relationship thereof to the exterior architectural style and pertinent features of the other structures in the historic district shall be considered. ~~immediate neighborhood.~~

...

**CHAPTER 78 – LICENSES, PERMITS AND BUSINESSES  
ARTICLE III. – SPECIAL LICENSES AND REGULATORY FEES  
DIVISION 7. – HEALTH SPAS  
SUDIVISION I. – IN GENERAL**

Section 78-273 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 78-273. - List of employees to be filed with county.**

It shall be the duty of all licensees under this division to file with the county, through its business license office, the names of all employees and designated managers, and their home addresses, home

telephone numbers, places of employment, date of birth, their duties and services performed, a copy of their Georgia State Massage Therapy License (when applicable), and any other descriptive information that the business license division or police department requires in its investigation of the establishment and its employees, within 72 hours of employment. Any changes in information furnished shall be filed within 72 hours of the change.

...

## **SUDIVISION II. – License**

Section 78-292 of the Official Code of Cobb County, Georgia, is amended to read as follows:

### **Sec. 78-292. - Qualifications and investigation of applicant(s), licensee, and employees.**

- (a) The applicant and licensee must be a U.S. Citizen or a legal resident alien ~~for at least one year~~ prior to making application.
- (b) The licensee is required to be a resident of the State of Georgia and a Georgia State Licensed Massage Therapist.
- (c) Where the applicant for a license under this chapter is a corporation, any license for the operation of a health spa shall be applied for by and shall be issued to the corporation and either the majority shareholder thereof, or a person deemed the licensee by the corporation.
- (d) Where the applicant for a license under this chapter is a partnership, any license for the operation of a health spa shall be applied for by and shall be issued to the partnership and either the managing general partner thereof, or a person deemed the licensee by the partnership.
- (e) Where the applicant for a license under this chapter is a sole proprietor, license for the operation of a health spa shall be applied for by and shall be issued to the sole proprietor if he is working full-time in a managing capacity on the premises, and if not, then the sole proprietor and a person deemed the licensee by the sole proprietor.
- (f) The county police department shall investigate the background of both the applicant(s) and the licensee, and ~~his/her~~ their spouses, and employees and independent contractors, except for Georgia State licensed massage therapists, of the establishment and report its recommendation to the business license division manager for a health spa license.

...

Section 78-294 of the Official Code of Cobb County, Georgia, is amended to read as follows:

### **Sec. 78-294. - Grounds for denial, suspension or revocation.**

In addition to the causes for denial, suspension or revocation of a license specified in section 78-45(c), due cause for denial, suspension or revocation of a license for a massage practitioner or health spa shall include the following:

- (1) The applicant or licensee is or has been guilty of fraud.
- (2) The applicant or licensee is or has been engaged in business under a false or assumed name, or is impersonating another person of a like or different name.

(3) The applicant or licensee is addicted to the habitual use of intoxicating liquors, narcotics or stimulants to such an extent as to incapacitate such person to the extent that he is unable to perform his professional duties.

(4) The applicant, ~~or licensee~~, shareholder, partner, agent, employee or independent contractor has violated or is guilty of criminal attempt or conspiracy to violate any laws relating to racketeer-influenced and corrupt organizations as defined in the Georgia RICO (Racketeer Influenced and Corrupt Organizations) Act (O.C.G.A. § 16-14-1 et seq.), crimes against the person as defined in O.C.G.A. tit. 16, ch. 5 (O.C.G.A. § 16-5-1 et seq.), sexual offenses as defined in O.C.G.A. tit. 16, ch. 6 (O.C.G.A. § 16-6-1 et seq.), gambling offenses as defined in O.C.G.A. tit. 16, ch. 12, art. 2 (O.C.G.A. § 16-12-20 et seq.), obscenity and related offenses as defined in O.C.G.A. tit. 16, ch. 12, art. 3 (O.C.G.A. § 16-12-80 et seq.), or contributing to the delinquency of a minor, all as defined by state law as it presently exists or may be hereafter amended, or has been convicted of any felony under the laws of this state or any other state or of the federal government.

(5) Failure of the applicant or licensee to have or maintain initial qualifications for obtaining the license.

(6) The applicant, ~~or licensee~~, shareholder, partner, agent, employee or independent contractor ~~is guilty of employing~~ has employed any person who is not a licensed massage practitioner and allowing or permitting such person to administer massage in ~~the~~ an establishment except as may be allowed by state law.

(7) The premises in which the business is located are in violation of any of the federal, state, county or municipal laws designed for the health, protection and safety of the occupants.

(8) Failure of the applicant or licensee to actively supervise and monitor the conduct of the employees, customers and others on the premises in order to protect the health, safety and well-being of the general public and the customers.

...

## **CHAPTER 90 – PARKS AND RECREATION**

### **ARTICLE I. – IN GENERAL**

The Official Code of Cobb County, Georgia, is amended by adding a section numbered 90-1 to read as follows:

#### **Sec. 90-1. – County PARKS Department**

The county PARKS Department, formerly known as parks, recreation and cultural affairs, is the administrative department within the county which is responsible for county parks and recreational facilities.

### **...ARTICLE III. – PARK RULES**

#### **DIVISION 1. - GENERALLY**

Section 90-52 of the Official Code of Cobb County, Georgia, is amended to read as follows:

#### **Sec. 90-52. - Hours of operation.**

Normal operating hours for parks are from 6:00 a.m. until 11:00 p.m. for "active" parks and from sunrise until sunset for "passive" parks. The designation of parks as "active" or "passive" shall be the responsibility of the ~~recreation board~~ board of commissioners, in conjunction with the PARKS department director. Where passive parks have anticipated public use after dark with installed lighting, the regular 6:00 a.m. to 11:00 p.m. hours will apply. Only authorized county employees or persons engaged in activities authorized by the PARKS director are permitted in any park outside of normal operating hours.

...

Section 90-54 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 90-54. - Ejection of persons causing disturbances or violating law.**

Any person causing a disturbance or engaging in any activity which shall unreasonably interfere with the use and enjoyment of the park by citizens or who shall violate any ordinance of the county or law of the state shall leave the park upon notification by any authorized park employee or any law enforcement officer, ~~and he shall not return to such park for a period of 24 hours.~~ Where there has been a violation of any provision of this article, or of the policies, procedures, rules and regulations adopted and ratified under this article, or of any other applicable law, authorized officials may, in addition to any warning or citation that may be issued, also bar or suspend a person from the use of any or all county parks or recreation facilities.

...

Section 90-55 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 90-55. - Commercial activity.**

No person shall sell, offer to sell, operate a concession or engage in any commercial activity in any county park without the approval and consent of the ~~board of commissioners~~-PARKS director.

...

Section 90-56 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 90-56. - Swimming, bathing, wading.**

It shall be unlawful for any person to swim, bathe or wade in any body of water or portion thereof owned by the county ~~or subject to the supervision of the county recreation board~~ unless designated for such use, during specified hours of the day, by the board of commissioners upon recommendation of the recreation board. It shall be the duty of the ~~recreation board~~PARKS department, through its agents, employees and other life safety personnel, to maintain and supervise the use of all bodies of water or portions thereof so designated, and to post signs, markers and other appropriate devices giving notice of the places so designated.

...

The Official Code of Cobb County, Georgia, is amended by adding two sections numbered 90-58 and 90-59, respectively, to read as follows:

**Sec. 90-58. – Golfing regulated**

It shall be unlawful for any person to practice, play or otherwise participate in the game of golf in any county park, except at a recreation facility designated by the county for such use and only in accordance with the rules, regulations and restrictions established by the board of commissioners or the PARKS director. For the purposes of this section, the game of golf does not include disc golf.

**Sec. 90-59. - Damaging or removal of any park property or vegetation**

It shall be unlawful for any person to deface, vandalize with graffiti, harm or damage any park properties, buildings or facilities; or dig up, damage or remove any trees, shrubbery, flowers, landscaping items or historical or cultural artifacts in a park or recreation facility without the approval of the board of commissioners in conjunction with the PARKS director.

**Secs. 90-58, 58-59. – Reserved.**

Section 90-60 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 90-60. - Closure of recreation areas.**

It shall be the duty of the ~~director of the parks, recreation and cultural affairs department~~ Cobb PARKS director or the director’s designee, in conjunction with the department of public safety, to cause signs specifying the prohibited use of any recreation area, ball field, tennis court, building, pavilion, parking lot, or any other area within any property under the supervision of the department to be placed at the entrance of each such park or at the appropriate places within such parks so as to afford notice to the public of such prohibited use. Fields and/or facilities may be temporarily closed and posted due to weather, maintenance and/or other conditions.

...

Section 90-61 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 90-61. - Failure to obey officially posted signs.**

It shall be unlawful for any person to utilize any recreation area, ball field, tennis court, building, pavilion, parking lot or any other area within any park under the supervision of ~~county parks, recreation and cultural affairs department~~ PARKS department, where posted signs prohibit the use of such area.

...



Section 90-62 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 90-62. - Violations and enforcement.**

- (a) The violation of section 90-61 shall be punishable by a fine of ~~\$35.00~~ \$100.00.
- (b) If any person shall remain upon or return to any property closed pursuant to section 90-60 after being cited for violating section 90-61 by a public safety officer while that property remains closed, each such additional violation shall be punishable by a fine of ~~\$100.00~~ \$250.00 per occurrence.
- (c) After being found guilty of violating section 90-61 and/or having pled guilty to a violation of section 90-61, each subsequent violation occurring within a 12-month period from the date of the violation shall be punishable by a fine of ~~\$100.00~~ \$250.00 per occurrence.

...

The Official Code of Cobb County, Georgia, is amended by adding a section numbered 90-63 to read as follows:

**Sec. 90-63. – Restricted or Prohibited Uses of Park Facilities**

**a) Pyrotechnics prohibited.**

It shall be unlawful for any persons to attempt to or to possess, display, use, set off or ignite any firecracker, fireworks, smoke bombs, rockets, or other pyrotechnics.

**b) Animals restricted.**

(1) It shall be the duty of every animal owner or custodian of such animal to have physical control of the animal by leash or lead line no longer than ten feet at all times and under the immediate physical control of a person capable of preventing the animal from engaging any other human or animal when necessary within a park or recreation facility where animals are permitted, except in fenced areas designated by the county where animals are expressly permitted to be off of a leash.

(2) Other than service animals as necessary, or unless authorized by permit, it shall be unlawful for any person with a domestic animal to access areas of a park or recreation facility which are restricted to such animals.

(3) It shall be the duty of every animal owner or custodian of such animal in a park or recreation facility to have in his or her possession proof of a current rabies vaccination for the animal.

(4) It shall be the duty of every animal owner or custodian of such animal in a park or recreation facility to immediately remove such animal from the park or recreation facility upon such animal exhibiting aggressive behavior toward any person or toward any other domesticated animal. For the purposes of this subsection, aggressive behavior includes, but is not limited to growling, baring of teeth or fangs, biting or attempts to bite, or any other behavior that could reasonably be expected to scare or intimidate any person or domestic animal.

(5) It shall be the duty of every animal owner or custodian of any animal whose animal is in a park or recreation facility to immediately dispose of solid waste deposited by the animal, except for horses on designated equestrian trails.

c) Dogs in off leash areas or dog parks.

Notwithstanding b)(1) above, an owner or custodian of a dog is not required to have the dog on a leash in a park or portion of a park which has been designated as an "off-leash area" with the following restrictions:

(1) No owner or custodian of a dangerous, vicious or guard/protection canine, as defined in Section 10-10 of the Animal Control Ordinance, shall permit the canine to be in an off-leash area at any time.

(2) No person shall allow an animal other than a canine to enter or remain in an area that has been designated as an "off-leash area."

(3) The owner or custodian of a canine in an "off-leash area" shall ensure that such dog is under control at all times.

(4) An animal control officer or other officer empowered to act by law may order that a canine be put on a leash and/or order that a canine be removed from an off-leash area at any time.

d) Discharging of firearms in parks –

It shall be unlawful for any person to discharge a firearm in any park or recreation facility.

e) Camping prohibited.

It shall be unlawful for any person to camp overnight in any park or recreation facility unless such person has first obtained a permit to camp in the park or recreation facility from the Cobb PARKS director, or the director's authorized assignee, at sites or areas specifically designated by the county for camping within the park or recreation facility and then only in accordance with such rules, regulation and restrictions established by PARKS department.

f) Use of detection devices prohibited.–

It shall be unlawful for any person to use any electronic device for the detection of metals, minerals, artifacts, lost articles, or for treasure hunting in any park or recreation facility without written authorization from the Cobb PARKS director or the director's authorized designee.

g) Improper personal conduct prohibited.

It shall be unlawful for any person to engage in any violent, abusive, lewd, profane, vulgar, wanton, obscene or otherwise disorderly speech or conduct that is or may be disturbing or annoying to other persons, or that could cause injury to other persons while in a park or recreation facility, which conduct may include, but is not limited to loitering, fighting, throwing or breaking articles, indecent exposure, inappropriate sexual acts, urinating or defecating in public, or public drunkenness.

h) Use or possession of controlled substances prohibited.

No person shall possess or use any drug or any other controlled substance, as defined in the laws of this state, except as permitted by the laws of this state, in any park or recreation facility.

i) Use of e-bikes on trails –

An e-bike is defined as an “electronic assisted bicycle”, so long as the e-bikes motor is under 1,000w, has a maximum speed of 20mph and has operable pedals.

No person shall use a Class II e-bike (Bicycle equipped with a throttle-actuated motor, that ceases to provide assistance when the e-bike reaches 20 mph) or Class III e-bike (Bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the e-bike reaches 28 mph) on any hard surface or soft surface trail in a county park or facility that is managed by Cobb County PARKS department.

Class I e-bikes (Bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the e-bike reaches 20mph) will only be allowed on the Silver Comet Trail, Bob Callan Trail and Noonday Creek Trail.

**Secs. 90-634—90-65. - Reserved.**

## **DIVISION 2. – TRAFFIC**

Section 90-66 of the Official Code of Cobb County, Georgia, is amended to read as follows:

### **Sec. 90-66. – Driving vehicles on roadways; speed limit.**

- (a) It shall be unlawful for any person to drive any vehicle upon or across any part of any public park of the county except upon roadways laid out and maintained for vehicular travel. This section shall not apply to ~~park~~ PARKS employees whose duties require them to drive park maintenance equipment over such park areas. The director of the ~~parks, recreation and cultural affairs~~ PARKS department shall coordinate with the department of public safety to assure proper, appropriate and adequate signage is in place to aid the implementation of this section.
- (b) It shall be unlawful for any person operating a motor vehicle upon any road within any park under the supervision of the county ~~parks~~ PARKS department to exceed the speed of 15 miles per hour. It shall be the duty of the director of the ~~parks, recreation and cultural affairs~~ PARKS department to cause signs specifying such limit to be placed at the entrance of each such park and at appropriate places within such parks so as to afford notice to the public of such limit.

Section 90-67 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 90-67. - Parking of vehicles—Generally.**

The parking of automobiles shall be permitted in the public parks of the county as long as such parking is in accordance with the traffic laws, rules and regulations of ~~the parks, recreation and cultural affairs department~~ Cobb PARKS department, and the occupants of automobiles do not create a disturbance or violate any law or ordinance of the county or the state.

...

Section 90-68 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 90-68. - Same—Prohibited during closed hours.**

It shall be unlawful for any automobiles or trucks to be parked on any of the drives, avenues or parking lots in any public park or recreational facility between the hours of ~~12:01 a.m. 11:01 p.m.~~ and ~~7:00 a.m. 6:00 a.m.~~ daily. It shall be unlawful for any automobile or trucks to be parked on any of the drives, avenues or parking lots in any "passive" park between sunset and sunrise.

...

The Official Code of Cobb County, Georgia, is amended by adding a section numbered 90-70 to read as follows:

**Sec. 90-70. – Severability**

If any part of this article is for any reason held to be void or invalid, the validity of the remaining parts of this article or its application to other persons or set of circumstances shall not be affected thereby.

...

**CHAPTER 134 – ZONING**

**ARTICLE II. – ADMINISTRATION AND ENFORCEMENT**

**DIVISION 1. – GENERALLY**

Section 134-36 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 134-36. – Temporary land use permits.**

...

(d)

....

~~(5) Poultry on less than two acres subject to the following minimum requirements:~~



- a. There shall be a maximum ratio of one poultry per 5,000 square feet of lot area on any lot less than two acres;
- b. Only hens are kept on the property;
- c. The poultry shall be kept/maintained within a fenced area to the rear of the house;
- d. Coops, or other buildings used for the poultry shall be located at least 30 feet off any property line. Coops are considered an accessory structure and all conditions for accessory structures in that zoning district shall also apply. Where a conflict exists, this section shall control;
- e. The owner(s) of the poultry shall keep the property maintained in a fashion that eliminates the potential negative effects resulting from the poultry, including but not limited to, odors, pollution, noise, insects, rodents and other wild animals;
- f. The poultry shall not cause a nuisance, as defined by state law;
- g. The slaughter of any hen on site is prohibited;
- h. The fee for the land use permit for backyard poultry shall be \$75.00 with renewal fees being \$50.00; and
- i. The duration of any land use permit approved for poultry as pets or food source shall not exceed two years, renewable for up to two year terms thereafter.
- j. At least two weeks prior to the hearing before the planning commission, applicant shall notify all contiguous property owners in writing.

...

**Section 134-37 of the Official Code of Cobb County, Georgia, is amended to read as follows:**

**Sec. 134-37. - Special land use permits.**

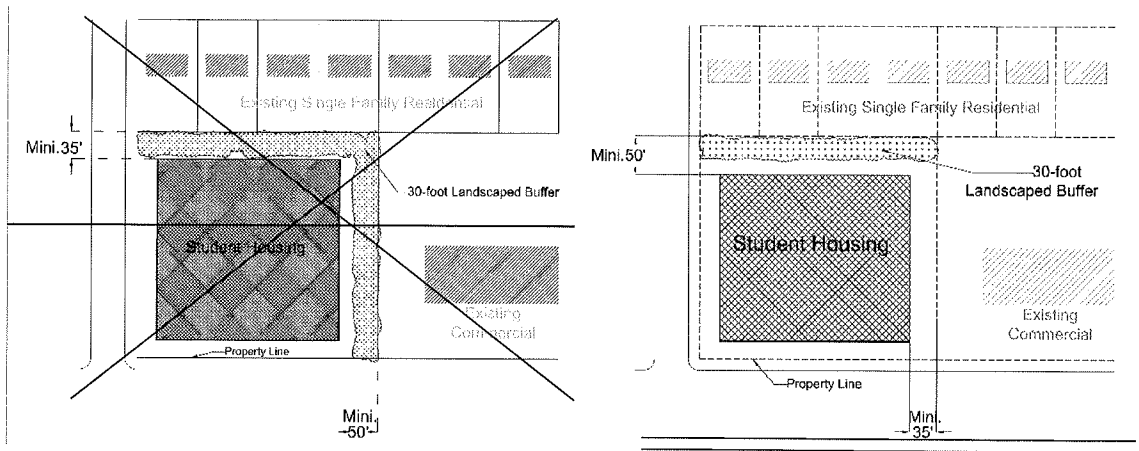
- (a) A special land use permit shall be required for the following types of uses of property regardless of the zoning classification or district for the realty:

...

(34) Purpose Built Student Housing

...

- m. A 30-foot landscaped buffer shall be provided on any exterior property line that abuts existing single-family residential uses. The buffer shall be natural, but may need to be enhanced with additional landscaping to provide sufficient screening between the new development and the existing neighborhood. Privacy fencing shall be required on a case-by-case basis.



m. is hereby amended to replace the graphic previously added by amendment of 08-27-2019  
 ...

35) Limited Impact Professional Services means a low intensity commercial use that reuses a single-family detached dwellin for a commercial purpose. This use may be located on residential property subject to the following criteria:

- a. The existing single-family house is to be reused.
- b. No ground disturbance requiring a Land Disturbance Permit, and/or creating more than 5,000 square feet of impervious surface is permitted.
- c. Site plan, architectural plan, landscape plan, use, signage plan and lighting plan to be approved by the Board of Commissioners.
- d. No outdoor displays or outdoor storage is permitted unless approved by the Board of Commissioners.
- e. Hours and days of operation to be approved by the Board of Commissioners.
- f. This use is only permitted on arterial roadways, as defined by the Cobb County Department of Transportation.
- g. Any application under this section approved by the Board of Commissioners shall be for a specific use.
- h. The Board of Commissioners may approve applications with or without ending timeframes depending on specific use, impact on adjacent and nearby properties, impact on residentially zoned & used properties, or other criteria that may impact public health, safety, or welfare.

...

**DIVISION 5. – PROPERTY MAINTENANCE**

Section 134-133 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 134-133. - Gutters and shutters.**

Gutters and shutters and all appurtenances attached thereto, of buildings shall be maintained so that they are structurally sound, in good repair with proper anchorage and attachment. Gutters shall be kept free from obstructions.

...

The Official Code of Cobb County, Georgia, is amended by adding a section numbered 134-134 to read as follows:

**Sec. 134-134 – Exterior Building Surface Maintenance**

All exterior building surfaces, including but not limited to, doors, door and window frames, cornices, soffits, porches, trim, balconies, and decks, shall be maintained in good condition and without rot. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration. Secs. 134-134~~5~~—134-160. - Reserved.

**ARTICLE IV. – DISTRICT REGULATIONS**

Section 134-213 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 134-213. - NRC neighborhood retail commercial district.**

(2) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

...

f. *Neighborhood retail uses* means commonly found low scale and low intensity retail uses (with square footages in accordance with the use limitations established within the individual zoning districts of this chapter) that offer basic services and frequently purchased goods to the immediate surrounding residential areas, such as, but not limited to, an auto parts store, antique shop, appliance store (home use), bakery, barbershop or beauty shop, beverage shop, bookstore (but not including adult bookstore), bridal shop, camera shop, china and pottery store, clothing store, dance studio, martial arts, pilates, yoga and the like studio, delicatessen, dog grooming shop, draperies and interior decorating supplies, drugstore, hardware store, dry goods store, florist, furniture store, gifts and stationery store, gym and fitness facility, jewelry store, manicurist shop, meat market or butcher shop, millinery store, mimeograph and letter shop, music store, novelty shop, paint store, pedicurist shop, pet store and pet supply store, shoe repair shop, shoe store, sporting goods store, supermarket or grocery, tailor shop, thrift store (or secondhand store), toy store, variety shop or video store.

...

**ARTICLE V. – SUPPLEMENTAL REGULATIONS**

Section 134-272 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 134-272. - Traffic and parking.**

...

**(5)...**

c. Surfacing. The parking of any vehicle on any lot in any district other than a surface treated and hardened with concrete, asphalt, tar and gravel mix, or the like, to accommodate such vehicle, is prohibited except as provided in this section. (All tires of vehicle must be on hardened surface.) The required number of surface treated and hardened parking spaces for any use or number of separate uses may be reduced via an administrative variance per [section] 134-35, if: a) the reduced number of spaces is provided on pervious surface; or: b) documentation is submitted and approved by community development staff that indicates a reduced number of spaces is sufficient for the use or combination of uses provided that the area remains in a natural state or is landscaped. This reduction shall not allow for any increase in square footage of any use or number of separate uses. In addition, parking of vehicles within the front yard setback or in front of the principal building line in an R district shall be prohibited except on a hardened surface with concrete, asphalt, tar and gravel mix, or the like, driveway or in a carport or garage. (For the purpose of this section only, the use of concrete blocks, pavers, runners or the like, used as a treated and hardened surface, must be installed flush with the ground and capable of supporting all vehicle/equipment tires without driving onto or over an unapproved parking surface.) Additionally, in any R district in which the lot is greater than five-acres, and the property is used for agricultural, equestrian or other farm type uses, then the maneuvering and parking surface may be gravel provided any access to a public road has a 25-foot paved or asphalt apron at the public road. In heavy industrial (HI) zoning districts, parking may be provided on gravel for heavy equipment (such as but not limited to dozers, loaders, compactors, cranes and the like in excess of 12,500 pounds) or semi tractor trailers as long as there is a paved apron from the right-of-way 75 feet into the property that is at least 20 feet wide; said parking must be screened with a combination of landscaping and/or fencing subject to county approval when visible from an adjacent property zoned in a more restrictive category or a local or minor collector roadway as defined on the Cobb County Major Thoroughfare Plan, as may be amended from time to time. In certain HI zoning districts, those properties with sole access to a major collector or arterial roadway as defined on the Cobb County Major Thoroughfare Plan, may request that this screening may be waived by the zoning division manager or his/her designee upon presentation of a written petition signed by all adjacent property owners. Any required parking based on building size or use for vehicles under 12,500 pounds shall be paved and striped to county standards.

...

Section 134-289 of the Official Code of Cobb County, Georgia, is amended to read as follows:

**Sec. 134-289. – Mableton Parkway/Veterans Memorial Highway design overlay district**

(a) *General procedures.*

- (1) *Intent.* Mableton Parkway and Veterans Memorial Highway are two key thoroughfares in southern Cobb County. Both roads carry significant volumes of commuter vehicular traffic, and both contain multiple nodes of commercial activity and associated land uses. Over time, both



corridors have seen a decline in their respective commercial markets. Additionally, more residential development, both single-family and multi-family, have moved into the general area. The purpose and intent of this section is to enable and encourage the implementation of the Design Guidelines for Mableton Parkway and Veterans Memorial Highway (as adopted January 23, 2018) as depicted and expressly limited to the boundaries shown on Figure 1. The following policies further clarify the intent for this section:

- a. *Affected areas.* The overlay district covers the following areas:
  1. Parcels with frontage along Mableton Parkway, from Veterans Memorial Highway to the Cobb/Fulton County line at the Chattahoochee River.
  2. Parcels with frontage along Veterans Memorial Highway, from Austell Road/Maxham Road to the Cobb/Fulton County line at the Chattahoochee River.
  3. *Nodes.* There are two types of development nodes along each of the two corridors:
    - i. *Centers.* Focused development/redevelopment within a one-half-mile radius around three intersections (identified in the design guidelines document).
    - ii. *Villages.* Focused development/redevelopment within a one-fourth-mile radius around five intersections (identified in the design guidelines document).

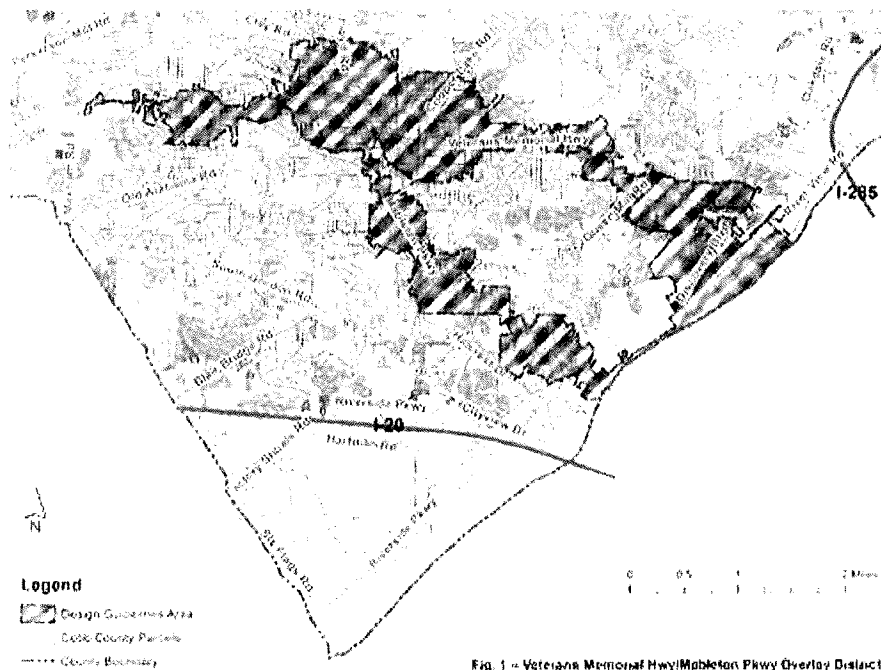


Fig. 1 – Veterans Memorial Hwy/Mableton Pkwy Overlay District

Figure 1—Mableton Parkway/Veterans Memorial Highway Design Overlay District

- (2) *Applicability.* Design standards shall apply to each of the following aspects of building construction and site development:
  - a. Public right-of-way.
  - b. Corridor frontage zone (applicable to uses that are not single-family residential in nature).
  - c. Landscaping.

- d. Signage. The following standards shall supplement the existing regulations outlined in chapter 134, article VI of this Code of Ordinances.
  - 1. Monument-based ground signs shall be constructed of durable materials that match those used in the façade of the primary structure(s) within a development; additionally, the use of materials on monument-based signage and the primary structure(s) shall be equally proportioned.
  - 2. Within a development, all signage shall be consistent in style for each tenant.
  - 3. For multi-tenant developments, signage for each tenant shall be limited to ten percent of the total window area per tenant space.
  - 4. Reflective films or coating on windows, including mirrored glass, shall be prohibited.
- e. Street furniture.
- f. Walls and screening (excluding fencing).
- g. Fencing.
- h. Additional Information: These design standards shall be applicable in the following instances:
  - 1. Exterior rehabilitation or modifications to existing buildings or structures that require building or land disturbing permits.
  - 2. New construction, including additions to existing structures and buildings within the overlay district.
  - 3. Installation and/or modification of signs requiring a sign permit.

...

The Official Code of Cobb County, Georgia, is amended by adding a section numbered 134-290 to read as follows:

**Sec. 134-290. – Backyard chickens for properties under 80,000 square feet.**

a. There shall be a maximum ratio of one Backyard Chicken per 5,000 square feet of lot area on any lot less than 80,000 square feet;

b. Only hens may be kept on the property;

c. The Backyard chickens shall be kept/maintained within a fenced area to the rear of the house;

d. Coops, or other buildings used for the poultry shall be located at least 25 feet off any property line. Coops are considered an accessory structure and all conditions for accessory structures in that zoning district shall also apply for any coop over 144 square feet;

e. The owner(s) of the poultry shall keep the property maintained in a fashion that eliminates the potential negative effects resulting from the poultry, including but not limited to, odors, pollution, noise, insects, rodents and other wild animals;

f. The Backyard Chickens shall not cause a nuisance, as defined by state law;

g. The slaughter of any hen on site is prohibited; and

h. This section does not authorize persons to violate applicable restrictive covenants and/or homeowners' association rules and regulations. Property owners are solely responsible for compliance with all applicable restrictive covenants and homeowners' association rules and regulations.

The Official Code of Cobb County, Georgia, is amended by adding a section numbered 134-291 to read as follows:**Section 134-291. – Short term rentals**

(a). Purpose.

1. The purpose of this section is to establish standards for short term rentals of privately owned residential structures rented to transient occupants, minimize adverse effects of short term rental uses on surrounding residential neighborhoods, and preserve the character of neighborhoods in which short term rentals occurs.
2. This section is not intended to regulate hotels, motels, inns, or non-vacation type rental arrangements including, but not limited to, boardinghouses, lodging houses, or rooming houses.

(b). Applicability.

1. It shall be unlawful for any owner of any property within the unincorporated areas of Cobb County to rent or operate a short term rental of residential property contrary to the procedures and regulations established in this section, other provisions of this Code, or any applicable state law.
2. The restrictions and obligations contained in this section shall apply to short term rentals at all times during which they are marketed and used as short term rentals.
3. The allowance of short term rentals pursuant to this section shall not prevent private enforcement of additional restrictions that may be contained in restrictive covenants or other private contractual agreements or arrangements.

(c). Definitions.

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

*Managing agency or agent:* A person, firm or agency representing an owner or owners of a short term rental.

*Noise ordinance:* Those regulations contained in the official code of Cobb County, Georgia, chapter 50, article VII.

*Owner:* A person that holds legal and/or equitable title to private property.

*Private:* Intended for or restricted to the occupants and/or guests of his or her short term rental; not for public use.

*Property:* A residential lot of record on which a short term rental is located.

*Rental term:* The period of time a responsible person rents or leases a short term rental.

*Short term rental occupants* means guests, tourists, lessees, vacationers or any other person who, in exchange for compensation, occupy a dwelling unit for lodging for a period of time not to exceed 30 consecutive days.

*Short term rental* means an accommodation for transient guests where, in exchange for compensation, a residential dwelling unit is provided for lodging for a period of time not to exceed 30 consecutive days.

*Short term rental agent* means a person designated by the owner of a short term rental on the short term rental certificate application. Such person shall be available for and responsive to contact

at all times and someone who is customarily present at a location within the county for purposes of transacting business.

(d). Occupational tax certificate.

1. An occupational tax certificate is required to be obtained from the business license division for each short term rental property.
2. No person shall rent, lease or otherwise exchange for compensation all or any portion of a property as short term rental without first obtaining an occupational tax certificate from the county.
2. A separate occupational tax certificate shall be required for each short term rental.
3. The occupational tax certificate may not be transferred, assigned, or used, for any location other than the one for which it is issued.

(e). Additional information required.

1. Applicants for an occupational tax certificate for a short term rental shall submit the following information, in addition to documentation specified by Chapter 78:
  - a. The name, address, telephone and email address of the owner(s) of record of the property for which a certificate is sought. If such owner is a corporate entity or similar legal entity, the application shall identify all partners, officers and/or directors of any such entity, including personal contact information;
  - b. The address of the property to be used as a short term rental;
  - c. The name, address, telephone number and email address of the short term vacation rental agent, which shall constitute his or her 24-hour contact information;
  - d. The owner's sworn acknowledgement that he or she has received a copy of this section, has reviewed it, and understands its requirements;
  - e. The number and location of parking spaces allotted to the premises;
  - f. The owner's agreement to use his or her best efforts to assure that use of the premises by short term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and
  - g. Any other information that this section requires the owner to provide to the county as part of an application for an occupational tax certificate for a short term rental. The community development agency director, or his or her designee, shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this section.
2. Attached to and concurrent with the occupational tax certificate application, the owner shall provide:
  - a. Proof of the owner's current ownership of the short term rental property;
  - b. A written certification from the short term rental agent that he or she agrees to perform the duties subscribed as specified in section; and
3. If the short term rental agent changes, the property owner shall notify the county within five business days.

(f). Short term rental agent.

1. The owner of a short term rental shall designate a short term rental agent on his or her application for a short term rental certificate. A property owner may serve as the short term

rental agent. Alternatively, the owner may designate a person as his or her agent; however, the person designated as the short term rental agent must be over the age of 21.

2. The duties of the short-term vacation rental agent are to:
  - a. Be reasonably available to handle any complaints arising from use of the short term rental property;
  - b. Appear on the premises of any short term rental property within thirty (30) minutes following notification from the county of issues related to the use or occupancy of the property. Failure of the short term rental agent to timely appear to two or more complaints regarding violations may be grounds for penalties as set forth in this section. This is not intended to impose a duty to act as a peace officer or otherwise require the agent to place himself or herself in a perilous situation;
  - c. Receive and accept service of any notice of violation related to the use or occupancy of the short term rental; and
  - d. Monitor the short term rental property for compliance with this section.
3. An owner may change his or her designation of a short term rental agent temporarily or permanently; however there shall only be one such agent for a property at any given time. To change the designated agent, the owner shall notify the community development agency in writing of the new agent's identity, a new written certification from the short term rental agent that he or she agrees to perform the duties subscribed to her or her as specified in section, and proof that adjacent property owners have been notified about the name and contact information for the new rental agent.

(h). Grant or denial of application.

1. All of-record property owners adjacent to a proposed short term rental shall be notified of the initial issuance of the short term rental certificate. Notification shall be issued by the short term rental applicant and proof of notification shall be provided to the county. The notification to the property owners shall include:
  - a. Street address of the proposed short term rental;
  - b. Location of any on-site parking for short term rental occupants;
  - c. Maximum occupancy requirements;
  - d. Name of the property owner(s); and
  - e. Name of the short term rental agent and his or her contact information.

Review of an application shall be conducted in accordance with due process principles and shall be issued within thirty days of all required information being received. Any false statements or information provided in the application are grounds for citations and/or imposition of penalties.

(i). Standard conditions.

All short term rentals established pursuant to this section are subject to the following standard conditions:

1. Parked vehicles. Off-street automobile parking shall be provided in accordance with all county codes addressing Traffic and Parking.
2. Life safety and sanitation.
  - a. Short term rental occupancy shall be limited to two (2) adults per bedroom, plus three (3) adults per each short term rental property.
  - b. Short term rentals shall meet all applicable building regulations, as required by Chapter 18.



- c. Short term rentals shall meet all applicable fire prevention and protection regulations, as required by Chapter 54.
- d. Short term rentals shall meet applicable Health and Sanitation regulations, as required by Chapter 62.
3. The short-term rental must be properly maintained and regularly inspected by the owner to ensure continued compliance with applicable zoning, building, health and life safety code provisions.
4. Any advertising of the short term rental shall include notification of the maximum occupancy, maximum number of vehicles allowed, and provisions regulating noise.

(i) Enforcement

1. The complaining party shall first attempt to communicate with the short term rental agent and describe the issues with the short term rental occupants;
2. If the complaint is not resolved with the short term rental agent, then the complaining party may provide a written complaint to the code enforcement division, which shall include a description of the complaint, the attempts to resolve the complaint, and the complaining party's contact information.
3. Complaints shall result in a notice of the complaint being directed to the short term rental agent and owner. The short term rental agent shall be responsible for contacting the responsible person to correct the problem within one hour. This short term rental agent is required to visit the property to confirm compliance with this section, unless compliance can reasonably be confirmed without visiting the property.
4. If non-compliance with provisions of this section occurs, the code enforcement division shall conduct an investigation whenever there is reason to believe that an owner and/or short term rental agent has failed to comply with the provisions of this section. The investigation may include an inspection of the premises, review of law enforcement/security reports, online searches, citations, or neighbor documentation consisting of photos, sound recordings and video all of which may constitute evidence of a violation. Should the investigation support a finding that a violation occurred, the code enforcement division shall issue a written notice of the violation and intention to impose a penalty to the owner and/or short term rental agent. The written notice may be served either by first class mail, by commercial overnight delivery, by personal service on the owner and/or short term rental agent, or by any other reasonable means of delivery, including email, and shall specify the facts which, in the opinion of the code enforcement division, constitute grounds for imposition of the penalties.
5. To ensure the continued application of the intent and purpose of this section, the community development agency shall notify the owner of a short term rental property of all instances in which nuisance behavior of the rental guest or the conduct of his or her short term rental agent results in a citation for a code violation or other legal infraction.
6. The community development agency shall maintain, in each short term rental location file, a record of all code violation charges, founded accusations, and convictions occurring at or relating to a short term rental property.
7. The code enforcement division is also hereby authorized and directed to establish such procedures for issuing citations for violations of this section. The Cobb County Police Department shall also have authority to enforce this section and issue citations.
8. Citations resulting from the enforcement of this section shall be heard by Magistrate Court.

(k) Penalties.

1. The penalties for violations specified in this section shall be as follows:
  - a. For the first violation within any 12-month period, the penalty shall be a fine of \$500.00;
  - b. For a second violation within any 12-month period of the first violation, the penalty shall be a fine of \$750.00;
  - c. For a third violation and any subsequent violations within any 12-month period of the second violation, the penalty shall be \$1,000.00.
  - d. For any violation that occurs when more than a 12-month period has transpired, it shall start again as a first violation.
2. A short term rental that is determined to be operating without the necessary occupational tax certificate shall subject the owner to a penalty of \$500.00. Each day the short term rental is marketed or rented for overnight accommodation shall constitute a separate violation.
3. Failure of the owner or short term rental agent to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the short term rental in a timely and appropriate manner shall be grounds for imposition of penalties as set forth in this section. It is not intended that an owner or short term rental agent act as a peace officer or place himself or herself in an at-risk situation.
4. In addition to the penalties described above, any person violating the provisions of this section by operating a short term rental without a valid occupational tax certificate may be prosecuted according to the general penalties described in Chapter 78 of the this Code.

(l). Taxes.

The short term rental property owner shall be responsible for collection of all required hotel/motel taxes, tourism fees, or other state and local fees/taxes relating to the lodging of individuals. These payments shall be paid to the state and county as prescribed by state law and county code. The county may seek to enforce payment of all applicable taxes to the extent provided by law, including injunctive relief.

Secs. 134-~~290-292~~—134-310. - Reserved.

## **PROPOSED SECTION 134 CODE AMENDMENTS**

Ms. Jessica Guinn, Community Development Agency Director, presented information on the following proposed code amendments to Section 134. A copy of the proposed *2020 Code Amendments, Package I* is on file in the County Clerk's Office.

### **1. *Section 134-36(5) – Removal of the Temporary Land Use permit requirement for poultry on less than 2 acres***

The public hearing was opened, and there being no speakers, the public hearing was closed. Following discussion, a motion was made for the proposed amendment as follows:

MOTION: Motion by Porter, second by Gunther, to recommend **denial** of *Section 134-36(5) – Removal of the Temporary Land Use permit requirement for poultry on less than 2 acres*

VOTE: **ADOPTED** 5-0

### **2. *Section 134-37(a)(34)(m) – Purpose Built Student Housing***

The public hearing was opened, and there being no speakers, the public hearing was closed. Following discussion, a motion was made for the proposed amendment as follows:

MOTION: Motion by Porter, second by Gunther, to recommend **approval** of *Section 134-37(a)(34)(m) – Purpose Built Student Housing – cleanup item (replace graphic)*

VOTE: **ADOPTED** 5-0

### **3. *Section 134-37(a)(35) – Limited Impact Professional Services (new Special Land Use Permit)***

The public hearing was opened, and there being no speakers, the public hearing was closed. Following discussion, a motion was made for the proposed amendment as follows:

MOTION: Motion by Porter, second by Gunther, to recommend **approval** of *Section 134-37(a)(35) – Limited Impact Professional Services*, with the following changes:

134-37(a)(35)(b) – Revise to read: ***“more than an additional 5000 square feet...”***

134-37(a)(35)(c) – Revise to read: ***“...signage plan, parking plan, and ...”***

134-37(a)(35) – Add new item (i): to read: ***“If the Business License lapses for more than one year, the SLUP will terminate.”***

VOTE: **ADOPTED** 5-0

**4. Section 134-133. – Gutters and shutters**

The public hearing was opened, and there being no speakers, the public hearing was closed. Following discussion, a motion was made for the proposed amendment as follows:

MOTION: Motion by Porter, second by Gunther, to recommend **approval** of *Section 134-133 – Gutters and shutters*

VOTE: **ADOPTED** 5-0

**5. Section 134-134. – Exterior Building Surface Maintenance**

The public hearing was opened, and there being no speakers, the public hearing was closed. Following discussion, a motion was made for the proposed amendment as follows:

MOTION: Motion by Porter, second by Gunther, to recommend **approval** of *Section 134-134 – Exterior Building Surface Maintenance*, with the following change:

Second line, add **“and roofs”** after the word, *“decks”*

VOTE: **ADOPTED** 5-0

**6. Section 134-213. – NRC neighborhood retail commercial district**

The public hearing was opened, and there being no speakers, the public hearing was closed. Following discussion, a motion was made for the proposed amendment as follows:

MOTION: Motion by Smith, second by Gunther, to recommend **approval** to allow *thrift store (or secondhand store) as an allowable use in NRC neighborhood retail commercial district.*

VOTE: **ADOPTED** 4-1, Porter opposed

**7. Section 134-272. – Traffic and parking**

The public hearing was opened, and there being no speakers, the public hearing was closed. Following discussion, a motion was made for the proposed amendment as follows:

MOTION: Motion by Porter, second by Gunther, to recommend **approval** of *Section 134-272 – Traffic and parking*, with the following change:

In the added sentence, delete the words, **“and the property is used for agricultural, equestrian or other farm type uses”**

In the added sentence, change *“25-foot”* to **“25-foot in length”**

VOTE: **ADOPTED** 5-0

**8. Section 134-289. – Mableton Parkway/Veterans Memorial Highway design overlay district**

The public hearing was opened, and there being no speakers, the public hearing was closed. Following discussion, a motion was made for the proposed amendment as follows:

MOTION: Motion by Porter, second by Gunther, to recommend **approval** to add to the code the applicability standards for the Mableton Parkway/Veterans Memorial Highway Design Guidelines which were not carried over during codification.

VOTE: **ADOPTED** 5-0

**9. Section 134-290. – Backyard chickens for properties under 80,000 square feet**

The public hearing was opened, and there being no speakers, the public hearing was closed. Following discussion, a motion was made for the proposed amendment as follows:

MOTION: Motion by Porter, second by Gunther, to recommend **denial** of the proposed change to *Section 134-290 - Backyard chickens for properties under 80,000 square feet*

VOTE: **ADOPTED** 5-0

*Clerk's Note: The Planning Commission (PC) recommends that 5,000 square feet is too small of an area; the units need to be detached; and this amendment needs more consideration. The PC also recommends being consistent throughout the County Code in using either the word, "poultry" or the word, "backyard chickens".*

**10. Section 134-291. – Short term rentals**

The public hearing was opened, and there being no speakers, the public hearing was closed. Following discussion, a motion was made for the proposed amendment as follows:

MOTION: Motion by Porter, second by Gunther, to **hold** making a recommendation on *Section 134-291 – Short term rentals* until the February 5, 2020, Planning Commission Zoning Hearing.

VOTE: **ADOPTED** 5-0





# Superior Court Administration

Item No. 4.

Tom Charron, Court Administrator

Districts All

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Tom Charron, Court Administrator

**DATE:** January 28, 2020

### PURPOSE

To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council supplemental grant award to support the Adult Drug Treatment Court Program.

### BACKGROUND

The Superior Court operates an Adult Drug Treatment Court program which currently receives funding from the Criminal Justice Coordinating Council (CJCC). The Adult Drug Treatment Court program requested and was awarded funding for continued operations of the Adult Drug Treatment Court. These funds will be used for drug testing supplies, emergency medications, and transportation needs of the program.

### IMPACT STATEMENT

A 10% local match is required. Existing county funded positions will be used as the in-kind local match to meet this requirement. No additional funding from the General Fund will be needed.

### FUNDING

Funding is available in the Grant Fund's budget with the following appropriations:

Increase Revenue:	270-225-S058-4467	CJCC Revenue	\$5,340.00
Increase Expenditures:	270-225-S058-2OPS058-6204	Other Supplies	1,000.00
	270-225-S058-2OPS058-6400	Travel/Training	4,340.00
	TOTAL		\$5,340.00

## **RECOMMENDATION**

The Board of Commissioners authorize the acceptance of supplemental grant funds from the Criminal Justice Coordinating Council in the amount of \$5,340.00, for the period January 1, 2020 through June 30, 2020 to support the Adult Drug Treatment Court program; authorize the corresponding budget transactions; allow Court Administrator Tom Charron or Program Coordinator Kristie Garrett to sign quarterly reimbursement requests on behalf of the County; and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Attachments for Supp. Grant ADTC

FY'20 Supplemental Budget Detail Worksheet AWARD

Court Name

Cobb County Adult Felony Drug Court

Budget Worksheet Category	Line Item Approvals	Line Item Totals
Personnel		\$0
Contract Services		\$0
Drug Testing Supplies	Continuous Alcohol Monitoring Devices 0.00 In House Lab Test 0.00 Confirmation Tests 0.00 Redwood Confirmation Tests 0.00 Redwood Confirmation Tests 0.00	\$0
Other Costs	Emergency Medication 1,000.00 Emergency Housing 0.00	\$1,000
Equipment		\$0
In State Training and Travel		\$0
Transportation Funding	Public Transportation 2,340.00 Private Transportation Uber/Lyft 2,000.00	\$4,340
<b>Total Budget Request:</b>		<b>\$5,340</b>

Match:

\$593

CACJ Funding Committee Notes:

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE COORDINATING COUNCIL  
SUPPLEMENTAL SUBGRANT AWARD  
ACCOUNTABILITY COURT GRANT

SUBGRANTEE: Cobb County

SUPPLEMENTAL STATE FUNDS: \$5,340

IMPLEMENTING AGENCY: Cobb County Adult Felony Drug Court

PROJECT NAME: ACCOUNTABILITY COURT

SUBGRANT NUMBER: J20-8-012

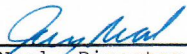
GRANT PERIOD: 01/01/20-06/30/20

This award is made under the Accountability Courts State of Georgia Grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by January 01, 2020.

**AGENCY APPROVAL**

**SUBGRANTEE APPROVAL**

  
\_\_\_\_\_  
Jay Neal, Director  
Criminal Justice Coordinating Council

\_\_\_\_\_  
Signature of Authorized Official

Date Executed: 01/01/20

\_\_\_\_\_  
Typed Name & Title of Authorized Official

\_\_\_\_\_  
Employer Tax Identification Number (EIN)



## Juvenile Court

Adolphus Graves, Juvenile Court  
Administrator  
Districts All

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Item No. 5.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Adolphus Graves, Juvenile Court Administrator  
**DATE:** January 28, 2020

### PURPOSE

To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council supplemental Training Award Grant to support the Family Treatment Court.

### BACKGROUND

The Criminal Justice Coordinating Council (CJCC) has awarded the Cobb County Family Treatment Court a supplemental grant in the amount of \$245.00. These funds will be combined with the CJCC FY 2020 grant award of \$94,498.20 (approved by the Commission on June 11, 2019) for a total award of \$94,743.20. These funds will be used for training events for Family Treatment Court staff.

### IMPACT STATEMENT

There is no requirement of local match from the County. These funds will support the needs of the Family Treatment Court. If these funds are not made available to the Court, staff will not be reimbursed for training costs.

### FUNDING

Increase revenue	270-190-S063-4467	(CJCC)	\$245.00
Increase expenditure	270-190-S063-6400	(Training-Travel)	\$245.00
	TOTAL		\$245.00

### RECOMMENDATION

The Board of Commissioners authorize the acceptance and appropriation of grant funds from the Criminal Justice Coordinating Council in the amount of \$245.00 to support the Family Treatment Court; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.



**ATTACHMENTS**

None



## Juvenile Court

Adolphus Graves, Juvenile Court  
Administrator  
Districts All

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Item No. 6.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Adolphus Graves, Juvenile Court Administrator  
**DATE:** January 28, 2020

### **PURPOSE**

To authorize the acceptance and appropriation of grant funds from the National Center for State Courts (NCSC) for a technical assistance support grant to enhance the Court's operational alignment with the best practice standards of juvenile justice administration.

### **BACKGROUND**

The National Center for State Courts (NCSC) has awarded the Juvenile Court a grant for the period of March 30, 2020 through April 30, 2021 in the amount of \$58,472.00. This grant is intended to provide technical assistance in implementing Probation System Review Recommendations to support the primary goals of reducing recidivism and improving youth behavior. The Juvenile Justice Reform and State Courts Initiative (JJRSCI) project is intended to compliment, build upon, and enhance juvenile justice reform efforts identified in the strategic plans developed by states participating in the regional juvenile justice reform summits funded by MacArthur Foundation and the NCSC.

### **IMPACT STATEMENT**

There is no requirement of any local match from the County. If this funding is not made available to the Court, these programs and services will not exist.

### **FUNDING**

Increase Revenue:	270-190-G593-4432 (Federal Grants)	\$58,472.00
Increase Expenditure:	270-190-G593-6312 (Consultant Services)	\$52,072.00
Increase Expenditure:	270-190-G593-6416 (Travel Expense - Business)	\$ 6,400.00

## **RECOMMENDATION**

The Board of Commissioners authorize the acceptance and appropriation of grant funds from the The National Center for State Courts in the amount of \$58,472.00 for the period of March 30, 2020 through April 30, 2021; authorize corresponding budget transactions; authorize Court administrator Adolphus Graves to sign reimbursement requests on behalf of the County; and further authorize the Chairman to execute all necessary documents.

## **ATTACHMENTS**

None



## State Court Administration

Item No. 7.

Donna Tschappat, State Court Administrator

Districts All

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Donna Tschappat, State Court Administrator  
**DATE:** January 28, 2020

### **PURPOSE**

To authorize appropriation of prior year budget savings into the FY2020 budget.

### **BACKGROUND**

During a BOC Work Session on October 27, 2015, the Board of Commissioners, State Court Administration and Judges discussed space concerns and the need to plan for future space requirements.

On January 12, 2016, the Board approved a contract for architectural services with Pieper, O'Brien, and Herr Architects to review current space allocations and develop a master plan for space requirements for State Court operations for the present and in the future.

Pieper, O'Brien, and Herr Architects completed a Needs Assessment on August 11, 2016, making several recommendations, one of which was to relocate State Court's overcrowded Jury Assembly Room to the first floor of the State Court building to better accommodate the demands of its function. The assessment noted that the first-floor location would be more efficient and help alleviate the overall demands on the public elevators. The new larger space would also provide greater comfort for jurors by adding adequate assembly area, adequate break area, sensitively located restrooms, and a flexible work space for juror laptop connections. In addition, the work adjacency of this space to other State Court Services offices would allow back-up duties to be conducted more efficiently and effectively.

The resulting Needs Assessment also made a recommendation for the existing Jury Assembly Room on the 4th floor once vacated to be renovated into a larger Judges' Conference Room. Due to the size of this space, it is adequate to relocate DUI Court Administration Offices as well as add a DUI Court Staffing Room/Shared Judges' Conference Room. Currently, DUI Court staff members are in an equipment closet that has been renovated to allow staff to correspond with defendants in a public facing space; however, this space is inadequate for the functioning of this office to hold meetings, training sessions, defendant interviews and allow confidential and independent work space for employees. DUI Court has regular staffing meetings and must search for available conference rooms to hold such meetings; the addition of the shared conference room will alleviate this burden.

The Finance Department has reviewed and verified State Court Administration's exact FY2019 budget savings to be \$129,625.23. State Court Administration is seeking to utilize this savings for the above renovation projects.

**IMPACT STATEMENT**

N/A

**FUNDING**

Appropriation of General Fund balance in an amount equal to departmental savings in FY2019 as follows:

General Fund:

Increase Revenue:	010-220-9400-4980	(Fund Balance Appropriation)	\$129,625.23
Increase Expenditure:	010-220-9400-6594	(Transfer Out)	\$129,625.23

Capital Project Fund:

Increase Revenue:	380-110-xxxx-4960	(Transfer In)	\$129,625.23
Increase Expenditure:	380-110-xxxx-8100	(Renovation of Buildings)	\$129,625.23

**RECOMMENDATION**

The Board of Commissioners authorize appropriation of prior year budget savings in the amount of \$129,625.23 into the FY2020 budget; approve the transfer and management of the project in the Public Projects Fund; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Water System

Stephen D. McCullers, P.E., Director

District 3

Item No. 8.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Steve McCullers, Water System Agency Director  
**DATE:** January 28, 2020

### PURPOSE

To approve Change Order No. 1 (final) to the construction contract with Ray Campbell Contracting Co., Inc. for the White Circle and Turner Road Water Main Replacement, Program No. W2331.

### BACKGROUND

On January 10, 2017, the Board of Commissioners awarded Ray Campbell Contracting Co., Inc., a contract to replace approximately 8,500 linear feet of deteriorating water main with 8-inch and 12-inch ductile iron water main and all related appurtenances along White Circle and Turner Road.

**The construction has been completed at a cost of \$845,927.75 or \$100,805.25 less than the approved contract amount of \$946,733.00.** The decrease is primarily due to a reduction in the quantity of free bores, cased bores, driveway replacements, sidewalk replacements, landscape restoration and other final quantity adjustments.

Original Contract	\$946,733.00
<b>Change Order No. 1 (final)</b>	<b><u>(\$100,805.25)</u></b>
Revised Contract	\$845,927.75

### IMPACT STATEMENT

N/A



**FUNDING**

No additional funding is required for the Water System’s White Circle and Turner Road Water Main Replacement, Program No. W2331.

Decrease Encumbrance:

GAE 510011017201	510-500-5754-8260	W2331-C	\$100,805.25
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Transfer from:

White Circle and Turner Road Water Main Replacement

Construction	510-500-5754-8260	W2331-C	\$100,805.25
Interest Expense on Retainage	510-500-5754-6613	W2331-A	\$ 2,020.81
Materials & Supplies	510-500-5754-8265	W2331-M	\$ 9,886.79
Contingency	510-500-5754-8810	W2331-T	<u>\$ 18,935.00</u>
Total			\$131,647.85

Transfer to:

Unidentified New/Replacement Water Mains

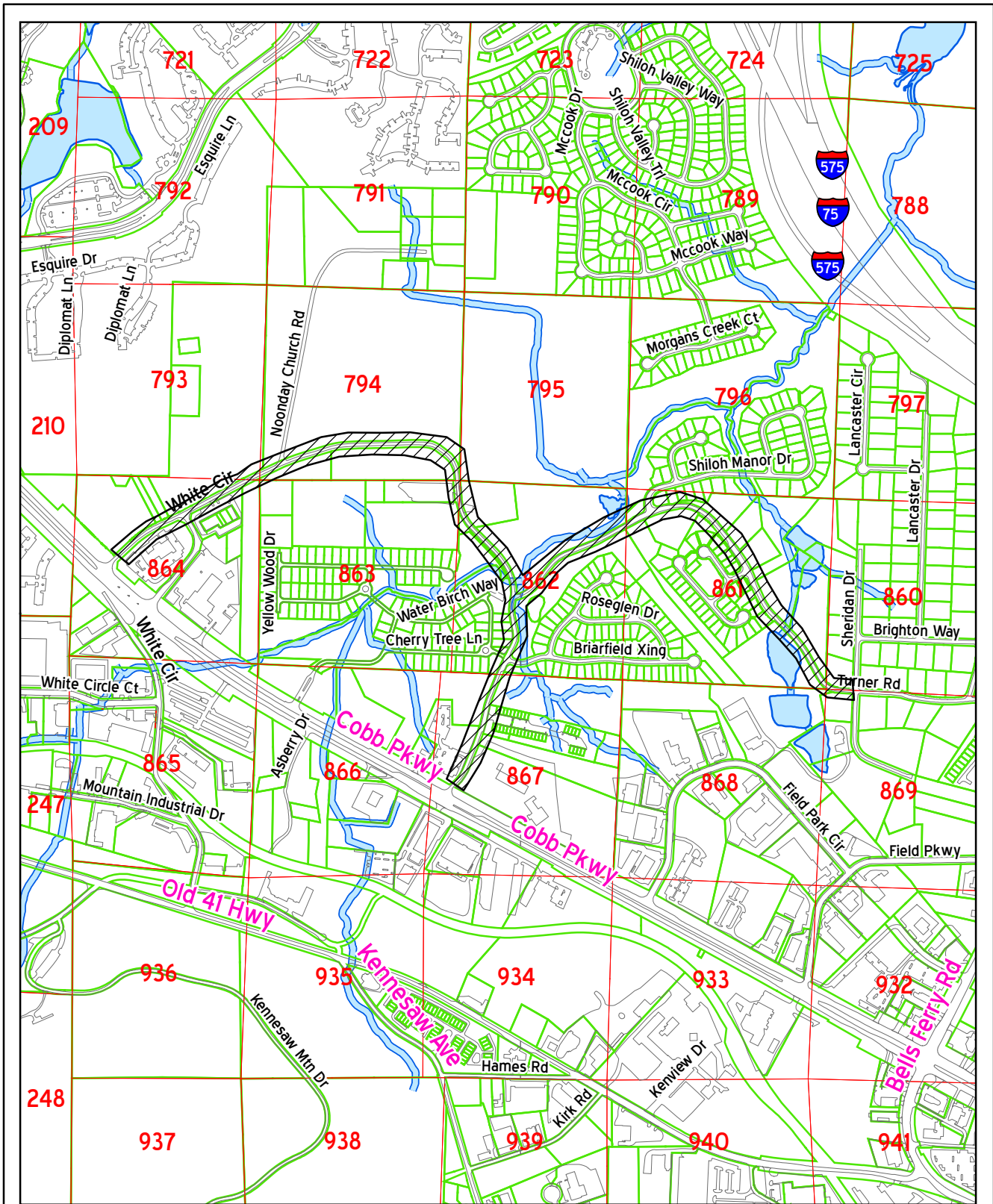
Preliminary Estimates	510-500-5754-8005	W1503-Z	\$131,647.85
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**RECOMMENDATION**

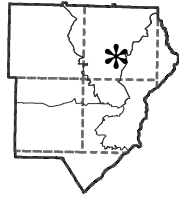
The Board of Commissioners approve Change Order No. 1 (final) to the construction contract with Ray Campbell Contracting Co., Inc., a savings to the project in the amount of \$100,805.25, for White Circle and Turner Road Water Main Replacement, Program No. W2331; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Map - 012820 White Circle and Turner Road WMR W2331



1:12,000  
 Project: White Circle and Turner Road Water Main Replacement  
 Program Number: W2331  
 Land Lot(s): 793, 794, 795, 860, 861, 862, 863, 864, 867  
 District(s): 16  
 Commission District(s): 3





## Water System

Stephen D. McCullers, P.E., Director

District 2

Item No. 9.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Steve McCullers, Water System Agency Director  
**DATE:** January 28, 2020

### **PURPOSE**

To convey by quit claim deed to the underlying property owner any County rights associated with an unused sanitary sewer easement at 2430 Herodian Way.

### **BACKGROUND**

As a part of a lot reconfiguration of 2430 Herodian Way (Land Lot 849 of the 17th District of Cobb County), it was discovered that an unused sanitary sewer easement is located near the back property line. The property is already served by sanitary sewer. The underlying property owner, 2430 Herodian Way, LLC, has requested that any County rights associated with the abandoned sanitary sewer easement be returned by quit claim deed. The Water System has no plans to extend any sanitary sewers across this property.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

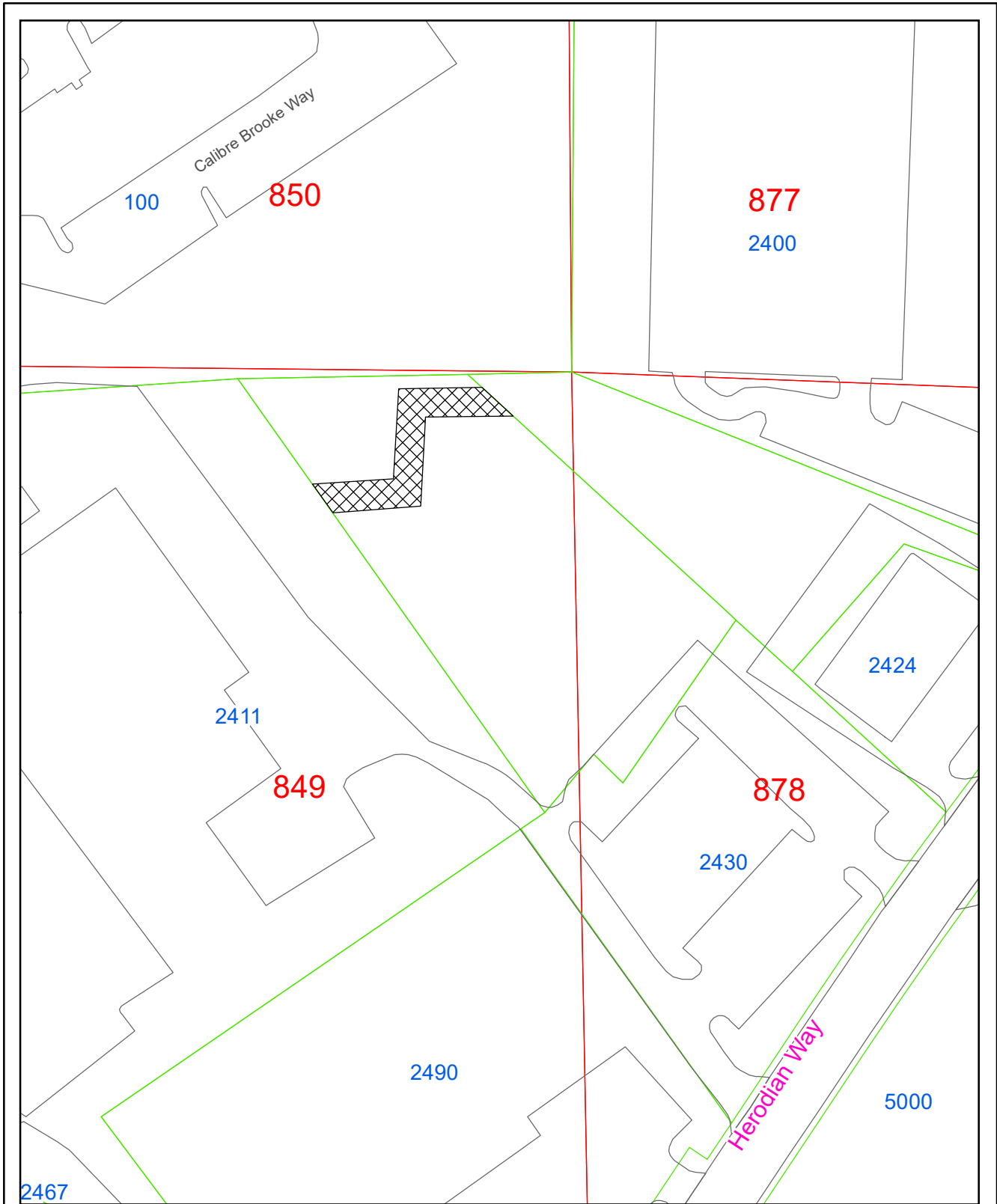
N/A

### **RECOMMENDATION**

The Board of Commissioners convey by quit claim deed to the underlying property owner, 2430 Herodian Way, LLC, any rights associated with an unused sanitary sewer easement at 2430 Herodian Way; and authorize the Chairman to execute the necessary documents.

### **ATTACHMENTS**

1. Map - QC 2430 Herodian Way



Quit Claim Deed  
 Owner: 2430 Herodian Way, LLC  
 Address: 2430 Herodian Way  
 Land Lot(s): 849  
 District(s): 17  
 Commission District(s): 2

1:1,200





## Water System

Item No. 10.

Stephen D. McCullers, P.E., Director

District 3

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Steve McCullers, Water System Agency Director

**DATE:** January 28, 2020

### PURPOSE

To approve Change Order No. 1 (final) to the work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Ray Campbell Contracting Co., Inc. for Shallowford Road at Gordy Parkway Water Main Replacement, Program No. W2343.

### BACKGROUND

On September 25, 2018, the Board of Commissioners approved a work order for Ray Campbell Contracting Co., Inc., to abandon approximately 800 feet of failed water main on Shallowford Road and connect a water main on Gordy Parkway to the Cobb County-Marietta Water Authority transmission main on Shallowford Road. At the time that bids were solicited, the exact depth of the Water Authority main was unknown. The Water System included a \$10,000.00 allowance in the project bids to address additional safety requirements and specialty equipment that might be required if the main proved to be deeper than anticipated. Ultimately, this additional funding proved unnecessary.

**The construction has been completed at a cost of \$52,000.00 or \$10,000.00 less than the approved work order amount of \$62,000.00.** The decrease is primarily due to project completion as planned without any additional work required.

Original Contract	\$62,000.00
<b>Change Order No. 1 (final)</b>	<b><u>(\$10,000.00)</u></b>
Revised Contract	\$52,000.00

### IMPACT STATEMENT

N/A

**FUNDING**

No additional funding is required for the Water System’s Shallowford Road at Gordy Parkway Water Main Replacement, Program No. W2343.

Decrease Encumbrance:

GAE 51009251814	510-500-5754-8260	W2343-C	\$10,000.00
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Transfer from:

Shallowford Road at Gordy Parkway Water Main Replacement

Construction	510-500-5754-8260	W2343-C	\$10,000.00
Interest Expense on Retainage	510-500-5754-6613	W2343-A	\$ 160.00
Materials & Supplies	510-500-5754-8265	W2343-M	\$ 1,000.00
Contingency	510-500-5754-8810	W2343-T	<u>\$ 1,300.00</u>
Total			\$12,460.00

Transfer to:

Unidentified New/ Replacement Water Mains

Preliminary Estimates	510-500-5754-8005	W1503-Z	\$12,460.00
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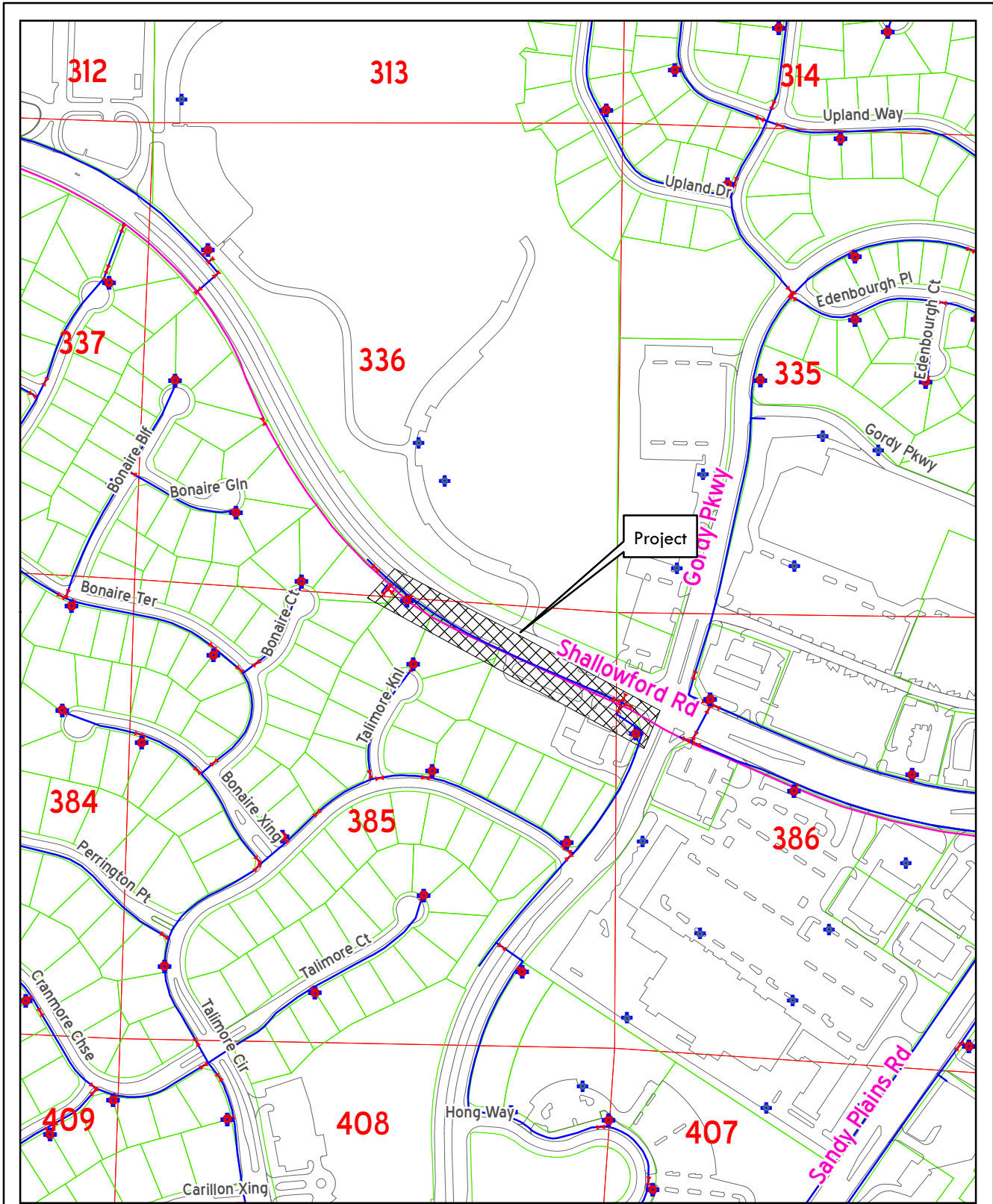
**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 (final) to the work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Ray Campbell Contracting Co., Inc., a savings to the project in the amount of \$10,000.00, for Shallowford Road at Gordy Parkway Water Main Replacement, Program No. W2343; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

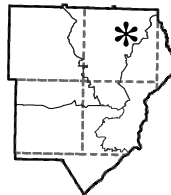
1. Map - 012820 CO1 (Final) Shallowford Road at Gordy Parkway WMR W2343





Project: Shallowford Road at Gordy Parkway  
 Water Main Replacement  
 Program Number: W2343  
 Land Lot(s): 336, 385, 386  
 District(s): 16  
 Commission District(s): 3

1:4,800





## Water System

Stephen D. McCullers, P.E., Director

Districts All

Item No. 11.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Steve McCullers, Water System Agency Director  
**DATE:** January 28, 2020

### PURPOSE

To approve a Unit Price Agreement with Datamatx, Inc. for Bill Print and Mailing Services, Program No. C0153.

### BACKGROUND

The Cobb County Water System bills approximately 190,000 accounts on a monthly basis. A portion of the meters are read every business day of each month. Those readings are then uploaded at the end of each day for bill calculation and that information is electronically transmitted to an outside vendor to be printed, inserted, and mailed. Outsourcing this service has been found to be both cost effective and efficient. With the current contract for printing and related services approaching expiration, a Request for Proposals was issued. Proposals were solicited through advertisement in the Marietta Daily Journal.

**On November 15, 2019, Cobb County received four proposals for these services, one of which was deemed non-responsive. The three proposals evaluated were submitted by the following firms:**

#### **Datamatx, Inc.**

Pinnacle  
FIS

A five-member interdepartmental Selection Committee evaluated the proposals and pricing information, and selected Datamatx, Inc. as the firm offering the best combination of qualifications and pricing. The members of the committee were Gloria De La Cruz, Water System; Lisa Gonzalez, Water System; Lisa Rodriguez, Purchasing; Tara Crisp, Information Services; and Mannie Leung, Information Services.

**Datamatx, Inc. is the current vendor and has proposed unit prices similar to those in the current contract. The term of the agreement is to be three years, with provision for two one-year extensions. The annual cost of printing and mailing services, which is variable as it is based upon volume, is estimated not to exceed \$1,000,000.00. Approximately 75 percent of the cost is pass through postage for mailing.**

**IMPACT STATEMENT**

N/A

**FUNDING**

Funding is available in the Water System's Customer Service Billing Services FY20 Adopted Operating Budget, Fund 500, Department 500, Unit 5140, Account 6307.

**RECOMMENDATION**

The Board of Commissioners approve a Unit Price Agreement with Datamatx, Inc. for Bill Print and Mailing Services, Program No. C0153; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Water System

Item No. 12.

Stephen D. McCullers, P.E., Director

Districts All

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Steve McCullers, Water System Agency Director

**DATE:** January 28, 2020

### PURPOSE

To approve Change Order No. 1 to the construction contract under the Stormwater Management Unit Price Contract with K. M. Davis Contracting Co., Inc. for FY19 Small Projects, Program No. SW1990.

### BACKGROUND

On June 25, 2019, the Board of Commissioners awarded K. M. Davis Contracting Co., Inc. a construction contract under the Stormwater Management Unit Price Contract for FY19 Small Projects. This contract consisted of 25 smaller projects with scopes of work ranging from raising a buried stormwater structure, for permanent access, to heavy cleaning of stormwater conveyance system components to restore functionality.

During work at 1791 Ashbury Pointe Drive, subsurface conditions were encountered that necessitated the expansion of the work area resulting in additional sidewalk and sod replacement. **Utilizing prices in the construction contract, a not to exceed cost of \$1,185.20 has been negotiated for the additional work.**

Original Contract	\$98,600.00
<b>Change Order No. 1</b>	<b><u>\$ 1,185.20</u></b>
Revised Contract	\$99,785.20

### IMPACT STATEMENT

N/A

**FUNDING**

Funding is available in the Water System’s CIP Budget as follows:

Increase encumbrance:			
GAE 51006251914	510-500-5758-6496	SW1990-C	\$1,185.20
Transfer from:			
Stormwater Multi-Year Budget			
Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$1,185.20
Transfer to:			
FY19 Small Projects			
Drainage Contract R&M Service	510-500-5758-6496	SW1990-C	\$1,185.20

**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 to the construction contract under the Stormwater Management Unit Price Contract with K. M. Davis Contracting Co., Inc., in an increased amount not to exceed \$1,185.20, for FY19 Small Projects, Program No. SW1990; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Transportation

Erica Parish, Director

Districts All

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Item No. 13.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** January 28, 2020

### **PURPOSE**

To authorize the creation of six new Street Light Districts.

### **BACKGROUND**

The following developments have met the requirements for addition of street lights on developer-built streets, as outlined in the County's Street Light Ordinance:

- Beckett's Walk
- Blackwell Estates
- Dogwood Park
- McConnell Green, Units II and III
- The Parc at Oak Forest

The following area has circulated a petition for the addition of street lights, with at least 75 percent of the properties registering a vote in favor; therefore, this area has met the required support threshold for the addition of street lights on existing streets, as outlined in the County's Street Light Ordinance:

Kings Crossing, Units I and II: Of the 65 properties in the proposed residential district, 51 (or 78.0 percent) are in favor of creating a street light district. Lights will be installed on new and existing wood poles.

Street Light District Program operational costs are supported by the revenue generated from monthly street light service charges assessed to all properties within approved Street Light Districts. Upon activation of lighting in the new districts, the current monthly street light service charge will be assessed by the Cobb County Water System for each property within the new districts. At this time, the rate for this service, as approved by the Board of Commissioners on February 27, 2018, is \$3.80 per month. These charges will generate new revenue to support the additional operational costs.



**IMPACT STATEMENT**

N/A

**FUNDING**

Available in the Street Light District Fund approved FY20 Operating Budget, as follows:

Available: 235-050-SLD1-4712/6472 Street Light Energy Revenue/Electricity

**RECOMMENDATION**

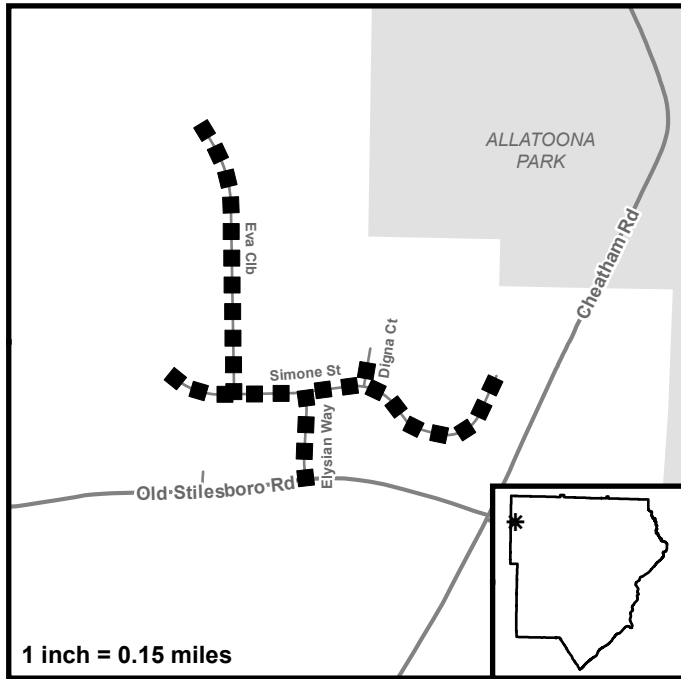
The Board of Commissioners authorize the creation of six new Street Light Districts, as follows:

<u>Commission District</u>	<u>Street Light District Name</u>	<u>Type</u>	<u>Monthly Rate</u>
1	Beckett's Walk	Residential	\$3.80
3	Blackwell Estates	Residential	\$3.80
4	Dogwood Park	Residential	\$3.80
1	McConnell Green, Units II and III	Residential	\$3.80
2	The Parc at Oak Forest	Residential	\$3.80
3	Kings Crossing, Units I and II	Residential	\$3.80

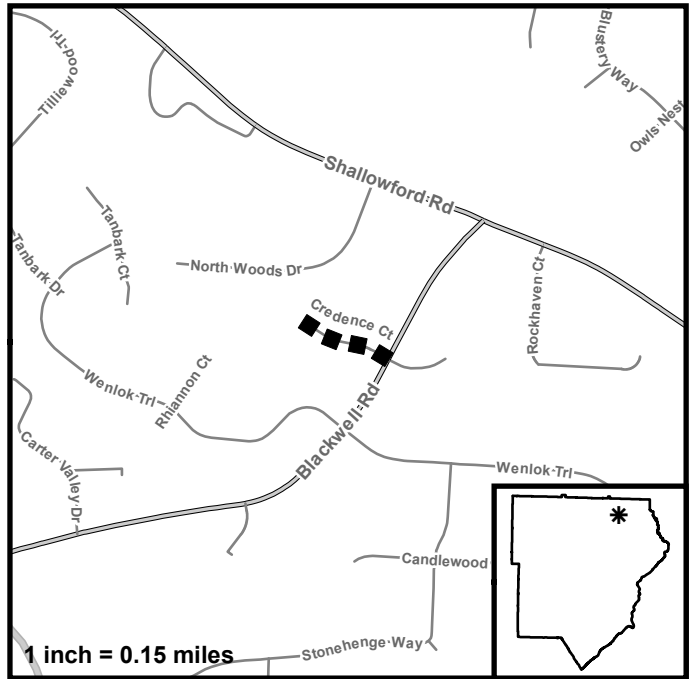
**ATTACHMENTS**

1. Location Map 1
2. Location Map 2

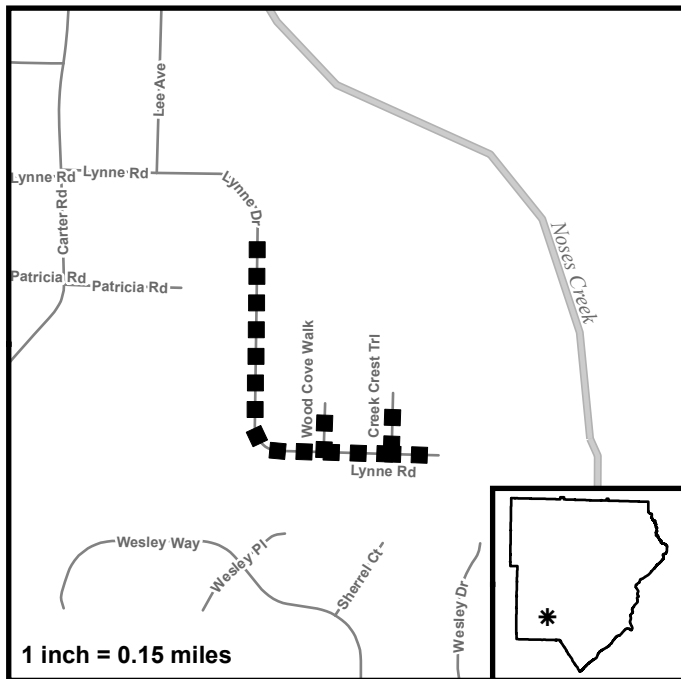
# LOCATION MAP 1



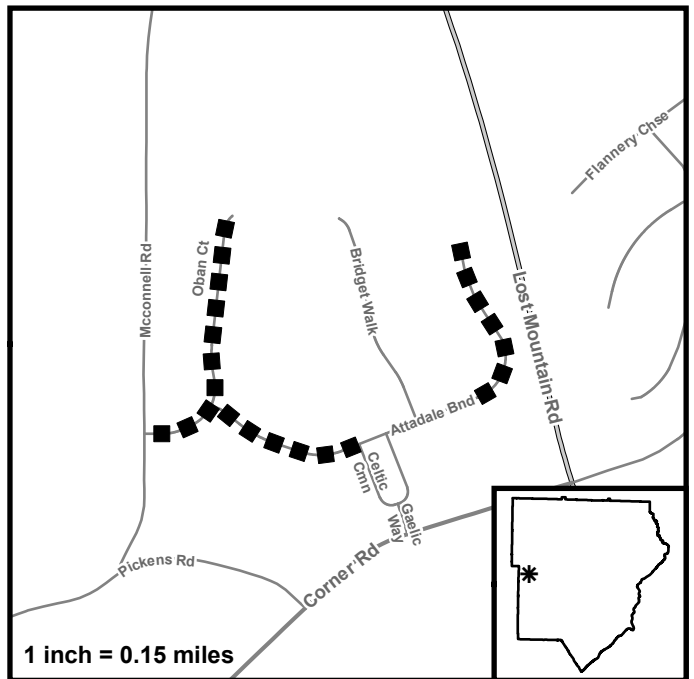
**BECKETT'S WALK**  
Commission District 1



**BLACKWELL ESTATES**  
Commission District 3



**DOGWOOD PARK**  
Commission District 4



**MCCONNELL GREEN, UNITS I & III**  
Commission District 1

**Legend**

- Project Extent
- Cobb Parks



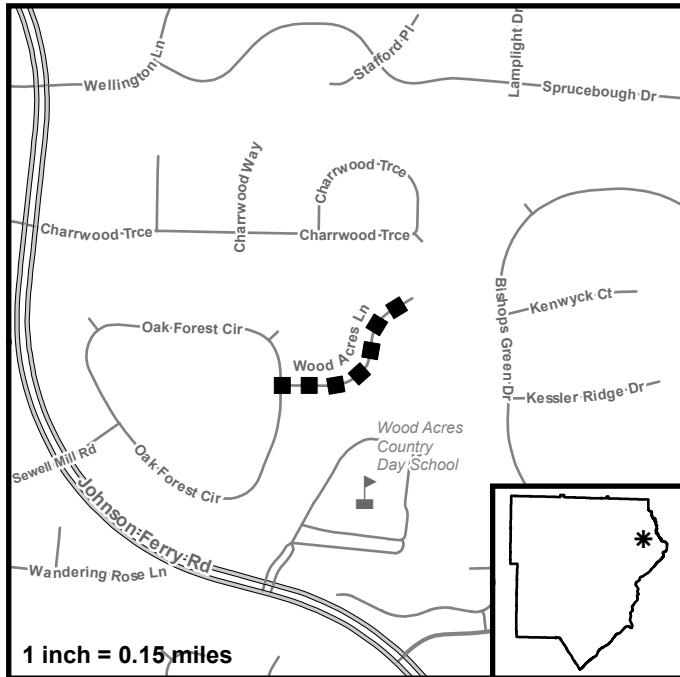
Department of Transportation

**PROJECT:**  
Street Light Districts

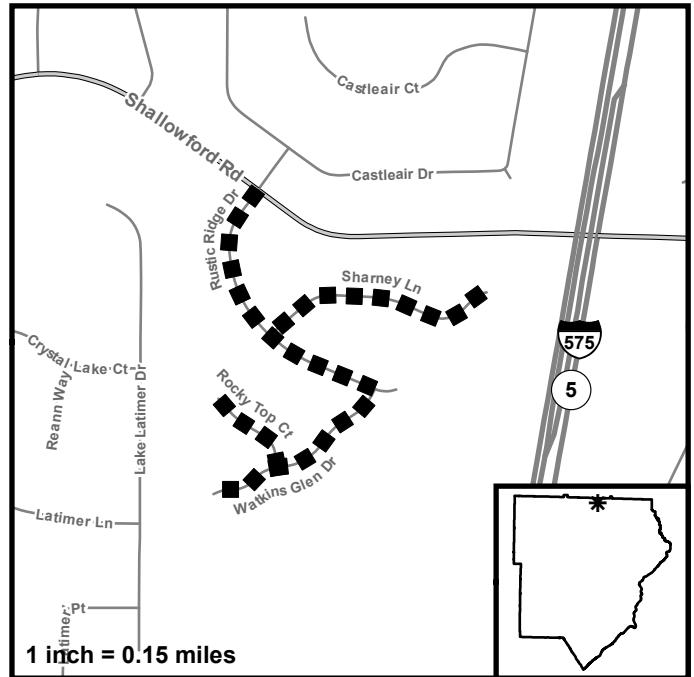
DATE: January 28, 2020



# LOCATION MAP 2



**THE PARC AT OAK FOREST**  
Commission District 2



**KINGS CROSSING, UNITS I & II**  
Commission District 3

**Legend**

- Project Extent
- ▲ Schools



Department of Transportation

**PROJECT:**  
Street Light Districts

DATE: January 28, 2020





## Transportation

Erica Parish, Director

Districts All

Item No. 14.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** January 28, 2020

### **PURPOSE**

To authorize procurement of capital replacement equipment to be utilized by the Road Maintenance Division for daily and emergency operations.

### **BACKGROUND**

The Road Maintenance Division is responsible for operating and maintaining the County's roadway systems to ensure safe driving conditions for the public. This is accomplished utilizing numerous field crews, office personnel, and a variety of heavy equipment to maintain and repair roadways, drainage systems, rights-of-way, bridges, etc. The Division is available for immediate dispatch 24 hours every day, as needed, for emergency response to inclement weather events due to snow, ice, tornadoes, floods, and severe storms. The wide range of daily and emergency operational responsibilities requires a diverse and extensive fleet of heavy equipment.

The Department currently utilizes a 2005 Ford 750 Crane Truck for bridge and guardrail repairs/maintenance. This vehicle is in poor condition due to age, hours/miles of use, various electrical issues, and frequency of required repairs. The Department's heavy equipment fleet also includes a 1986 Ford 7610 tractor utilized for mowing and maintaining County rights-of-way. This vehicle, which has significantly exceeded its recommended useful life, is also in poor condition due to age, hours/miles of use, and frequency of required repairs. Inoperable equipment impedes the daily productivity of work crews, delaying the completion of assigned or emergency tasks/projects and creating a significant backlog of work orders. Poorly functioning equipment also creates potential safety hazards for both employees and the public.

The Department recommends replacement of both the crane truck and the mowing tractor, as shown on the attached list, to support the routine, daily, and emergency operations of various field crews in the Road Maintenance Division. The existing crane truck and tractor being replaced will be surplused in accordance with County equipment disposal policies and procedures. The recommended replacement equipment will be procured utilizing available State Contracts, in a total amount estimated not to exceed \$280,163.00.

### **IMPACT STATEMENT**

N/A

**FUNDING**

Available in the Department's approved FY20 Operating Budget:

Available:	010-050-0781-8605	Autos, Vans, Trucks	\$147,994.00
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Available in the Department's approved FY20 Operating Budget, with the following budget transfer:

Transfer from:	010-050-0781-8605	Autos, Vans, Trucks	\$132,169.00
Transfer to:	010-050-0781-8490	Other Machinery & Equip.	\$132,169.00

**RECOMMENDATION**

The Board of Commissioners authorize procurement of two pieces of capital replacement equipment, in an amount not to exceed \$280,163.00 through available State Contracts, to be utilized by the Road Maintenance Division for daily and emergency operations; and further authorize the corresponding budget transaction.

**ATTACHMENTS**

1. 2020 Capital Replacement Equipment List

**2020 Capital Replacement Equipment List**

<b>Make</b>	<b>Model</b>	<b>Vendor</b>	<b>Price Agreement</b>	<b>Contract Number</b>	<b>Qty</b>	<b>Cost</b>	<b>Vehicle Replacement Info</b>	
Ford	F550	Wade Ford	State Contract	#99999-001-SPD0000155	1	\$147,994.00	2005 Ford F750	Vehicle #5449
John Deere	6105E Tractor	Cobb County Tractor	State Contract	SWC # 99999-SPD-0000102	1	\$132,169.00	1986 Ford 7610	Vehicle #22248
						<b>Total</b>	<b>\$280,163.00</b>	





## Information Services

Sharon Stanley, Director

District All

Item No. 15.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Sharon Stanley, Director

**DATE:** January 28, 2020

### **PURPOSE**

To approve a sole source Contract Services Arrangement Agreement with AT&T to establish pricing at agreed upon rates for three years with two optional one-year renewals.

### **BACKGROUND**

The previous Contract Service Arrangement Agreement with AT&T for Primary Rate ISDN – Voice/Data (Standard) Service, Megalink Service, and Business Lines a part of the Basic Local Exchange Service, expired in 2019. In order to receive these existing services and to purchase additional of the same services at agreed upon discounted rates from AT&T a new Contract Service Arrangement Agreement is required. Prices for each type of service available in this agreement are specified in the agreement. The new contract is a three-year agreement with two optional one-year renewals.

The County currently uses these products to provide non-VOIP phone service and circuits for alarms and security at county facilities. Changing out the existing infrastructure and services is cost prohibitive, could incur extensive downtime and result in loss of these operational services. The sole source request has been reviewed and approved by the Purchasing Director and County Manager and follows Purchasing policy regarding sole source.

### **IMPACT STATEMENT**

Ongoing service fees for the existing services are included in Information Services operating budget. The prices negotiated in this agreement do not require an increase for existing circuits. New services requiring additional funding will be requested via the normal biennial budget process.

### **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners approve a sole source Contract Service Arrangement Agreement with AT&T to establish rates for purchasing Primary Rate ISDN – Voice/Data (Standard) service, Megalink Service, and Business Lines services for three years with two one year renewal options and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Sole Source Request ATT Contract Service Arrangement Agmt



# SOLE SOURCE REQUEST

This request (properly completed, including department head's signature) must accompany your Requisition to the Purchasing Department if the item requested is identified as sole source/supplier.

*Sole Source is defined as "only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation, such as technical qualifications, ability to deliver at a particular time, or services from public utility (or when there is) a situation where a particular supplier or person is identified as the only qualified source available to the requisitioning authority."*

*Or because of 1) compatibility with existing equipment or system or 2) the product or service is patented, copyrighted, or has other proprietary information or trade secrets that is retained by its owner.*

**I. Obtain Approval for Sole Source Purchase from Department Head before entering Requisition**

Department: Information Services Vendor Name & Number: AT&T / 0019072

Employee: Ed Biggs Phone Number: 770-528-8688

Item (s) Requested: Primary Rate ISDN, Megalink, Business Line Services

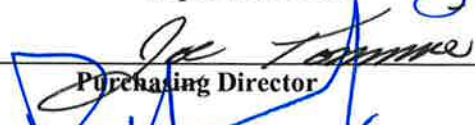
Justification: (Choose one of the reasons listed below and give details in "Explanation".)

- Replacement part(s) for equipment already in use which can only be replaced with OEM (Original Equipment Manufacturer) products.
- Item or system requiring compatibility with other approved standardized systems in use by the County.
- Exclusive Manufacturer/Distributor of unique item (e.g. Publisher of printed materials).
- Item purchased one time for testing purposes only.

Explanation: The County currently uses these products to provide non-VOIP phone service and circuits for alarms and security at county facilities. Changing out the existing infrastructure and services is cost prohibitive, could incur extensive downtime and result in loss of these operational services.

  
Department Head

Date: 1-17-20

  
Purchasing Director

Date: 1/17/20

  
Support Services Agency Director

Date: 1-21-20

- II. Enter Requisition and fax copy of this form to: Attention: Purchasing Department at x8428
- III. Send original to Purchasing as soon as possible. Order will not be finalized until original received.



## **Tax Assessor**

Stephen White, Tax Assessor

Districts All

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**Item No. 16.**

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Stephen White, Tax Assessor

**DATE:** January 28, 2020

### **PURPOSE**

To approve an amendment to the current contract with Mendola and Associates for audits on business Personal Property Accounts of the Tax Assessor's Office.

### **BACKGROUND**

For a number of years, the Board of Tax Assessors has had a contract with a vendor to conduct outside audits on Business Personal Property Accounts. The most recent contract was approved on November 13, 2018 by the Board of Commissioners. That was a contract with Mendola and Associates, for an amount not to exceed \$150,000 annually. That contract is to handle audits of accounts assigned by the Board of Tax Assessors. These audits are done on accounts where it appears that some assets are not being reported accurately.

Each year, the Tax Assessors Office conducts research projects to determine the level of taxpayer compliance within the County. One component of this ongoing research is a review of businesses that have applied for, and been granted, a license for a non-homebased business within Cobb County to ensure each business is reporting their assets for taxation. The Board of Tax Assessors has determined that many businesses neglect to report their business assets each year. This is resulting in businesses avoiding paying tax that they are legally required to pay. We have identified approximately 3,000 businesses that are not home-based businesses that have taken out a business license and yet they have not filed a Personal Property return with our office in 2017, 2018, and 2019.

We have performed a project every year to find businesses who are not reporting. Due to the cyclical nature of our business, we are only able to devote one or two staff people to the project and only for a couple months a year. The account value that we discover from this project averages just over \$200,000.

The Board of Tax Assessors is responsible for valuing all property uniformly and at fair market value. We are respectfully requesting an amendment to the current auditing contract to task our auditing vendor with finding and valuing business assets that are not being reported to our office. The auditing services help in this effort will ensure that businesses are paying their fair share of the tax burden.

As the Tax Assessor’s Office does not have the staffing to audit these businesses and bring them into compliance, we respectfully requests that the Board of Commissioners approve this supplemental contract amendment to expand the scope of work currently contracted with Mendola and Associates, not to exceed \$80,000 annually, for the audit of Personal Property Accounts that are not filing with our office. While it is not known to what extent these revenues may increase, we are estimating the amount of revenue that this project will generate will be around \$500,000 annually.

**IMPACT STATEMENT**

This contract will result in an increased expenditure within the Tax Assessor’s operating budget of \$80,000 annually, beginning in FY 2020. While the offsetting revenue increases cannot be estimated at this time, it is very likely the additional revenue will exceed the increased cost of this contract on an annual basis.

**FUNDING**

Funding is available with the following appropriation:

Increase Revenue:	010-230-9600-4012	(Personal Property Tax)	\$80,000.00
Increase Expenditure:	010-065-0960-6326	(Professional Services)	\$80,000.00

**RECOMMENDATION**

The Board of Commissioners approve a contract amendment in an amount not to exceed \$80,000 annually, with Mendola and Associates for discovery and valuation on business Personal Property Accounts, authorize the corresponding budget transactions, and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Public Safety

Destiny Davidson, 911 Director

Districts All

Item No. 17.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Destiny Davidson, 911 Director  
Randy Crider, Interim DPS Director/Fire Chief

**DATE:** January 28, 2020

### **PURPOSE**

To approve an Intergovernmental Agreement with Polk County, Georgia regarding the Cobb County Astro P25 Trunked Regional Radio System.

### **BACKGROUND**

Polk County would like to join the Cobb County Astro P25 Trunked Regional Radio System. Both counties recognize and acknowledge the benefit of joining together two independent radio systems that provides seamless, interoperable communications and increases the ability of emergency responders to effectively communicate utilizing the dynamic redundant functionality of the core infrastructure. This is a paramount concern for the safety and security for the citizens of both counties. This agreement was first presented and approved by the Board of Commissioners on December 16th, 2019. Upon legal review, it was discovered that they had signed a DRAFT copy of the agreement. The attached FINAL agreement was executed by Polk County on January 7th, 2020.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners approve an Intergovernmental Agreement Between Cobb County, Georgia and Polk County, Georgia regarding the Cobb County Astro P25 Trunked Regional Radio System and authorize the Chairman to execute the necessary documents.



## **ATTACHMENTS**

1. Law Rev\_Polk DRAFT IGA for Regional Radio System 10-2-2019 final

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN COBB COUNTY, GEORGIA**

**AND**

**POLK COUNTY, GEORGIA**

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into by and between COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, (“Cobb”), and POLK COUNTY, GEORGIA, a political subdivision of the State of Georgia acting by and through its Board of Commissioners (“Polk”), Cobb and Polk sometimes hereinafter individually referred to as a “Party” or collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, Cobb has a Voice Trunked Wide Area Radio System (“Cobb’s System”) composed of twenty-one (21) channels with core equipment located at eight (8) Sites;

WHEREAS, Polk is in the planning phase for a Voice Trunked Wide Area Radio System (Polk’s System”) composed of five channels with a Prime Site and equipment located at five Sites;

WHEREAS, Cobb’s System and Polk’s System are hereinafter collectively referred to as the “System”;

WHEREAS, Cobb and Polk intend to and recognize the benefit to each Party of joining together two independent radio systems to increase coordination and support, to provide seamless interoperable communications and to overlap System coverage, and to develop future dynamic redundant functionality with the core infrastructure;

WHEREAS, the ability of emergency responders to effectively communicate is paramount to the safety and security of the citizens of the State of Georgia, and an Intergovernmental Agreement is needed to establish the duties and responsibilities of each Party and to set forth the parameters of the shared use of each Party’s equipment;

WHEREAS, this Agreement is an intergovernmental contract, entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983; and

WHEREAS, this Agreement maintains a mutually beneficial, cooperative relationship that furthers the goal of protecting the health, safety and welfare of the citizens of Cobb and Polk.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

## I. PURPOSE

**The purpose of this Agreement is to describe the interfaces, equipment, obligations, and duties of Cobb and Polk in order to join together the independent Cobb System and Polk System, in order to increase coordination and mutual public safety support, to provide seamless interoperable communications and to overlap System coverage, and to develop future dynamic redundant functionality with the core infrastructure.**

## II. DEFINITIONS

**For the purposes of this Agreement, the following terms shall be defined as:**

1. “Cobb System” means the collective of all Cobb radio equipment at all Sites in Cobb.
2. “Cobb’s Data System” means the integrated functionality for data within Cobb’s radio System, better known as Integrated Voice and Data (IVD).
3. “Master Site Switch” means a central processing system for all voice and data traffic from all Sites throughout the interconnected radio System.
4. “Voice Trunked Wide Area Radio System” is a System created using the Master Site Switch to link multiple individual Systems together across large geographic areas.
5. “Trunking” means using a “control channel” (an always open channel for radio affiliation, System control, and subscriber use) to communicate with all field radios and assign required resources to users when needed.
6. “Site” means the physical location where radio equipment operates.
7. “System” means the interconnected collective of all radio equipment at all Sites within a given area.
8. “Wide Area” means covering an area in multiple jurisdictions.
9. “Talk Group” means a permitted and logical group of users who can communicate with one another via Trunking.
10. “Polk System” means the collective of all Polk radio equipment and at all Sites in Polk County.
11. “Polk Primary Site” means Polk County’s primary communication Site through which all voice and data traffic from all “AGENCY” Sites is interconnected.

12. "Project 25 Phase 2" means the APCO 25 requirement to fit two voice conversations in one 12.5kHz bandwidth frequency pair, or one voice path in a 6.25kHz bandwidth.
13. "TDMA" or "Time Division Multiple Access" means technology providing two voice conversations in one 12.5kHz bandwidth pair by rapidly alternating between each conversation. TDMA is the Project 25 Phase 2 requirement of 6.25kHz bandwidth equivalence.
14. "Radio Subscriber" means portable equipment, including but not limited to, portable radios and mobile radios.
15. "Fixed Equipment" means equipment fixed in place, including but not limited to, towers, antennas, and repeaters.
16. "User Priority" is a term used to note what radios or Talk Groups have higher priority to communicate than another.
17. "System Busies" is a term used when an individual tries to talk on a radio channel and is unable to utilize the channel because it is already being used by too many people. System Busies shall be recorded in monthly action reports produced by the Cobb System and Polk System.

### **III. OBLIGATIONS**

#### **A. POLK'S OBLIGATIONS**

"Polk" agrees it shall:

1. Repair and maintain in good working order Polk's System and all radio equipment owned by Polk and used in connection with Polk's System and Cobb's System.
2. Program its own Radio Subscribers or utilize an authorized Motorola service shop to perform such programming, ensuring authorized programmers have received adequate instructor-led training on the hardware and software used for programming Radio Subscribers.
3. Allow Motorola to coordinate any maintenance procedures that require access to both Cobb's and Polk's Systems.
4. Provide comments and advice, upon receiving request from Cobb, concerning proposed technical changes to Cobb's System.
5. Comply with all applicable State and Federal laws, rules and regulations.

6. Agree that Cobb County will have no obligation to maintain Polk's Sites or Polk's System.
7. Be responsible for all costs and services associated with Polk's obligations in this Agreement.

**B. COBB'S OBLIGATIONS**

"Cobb" agrees it shall:

1. Not pass on any cost for per Radio Subscriber use of Cobb's Master Site Switch during the duration of this Agreement.
2. Approve the installation of circuitry and equipment onto the Cobb Master Site Switch to allow interoperability of the Polk and Cobb Consoles at an earlier date than that of the anticipated radio system addition.
3. Approve a Wide Area roaming capability between the respective Cobb and Polk Sites on Cobb-selected primary Talk Groups and approved Wide Area Talk Groups.
4. Repair and maintain in good working order all radio equipment owned by Cobb and used in connection with Polk's System. Cobb shall have no responsibility to repair or maintain Polk's Fixed or Radio Subscriber Equipment.
5. Allow Motorola to coordinate any maintenance procedures that require access to both Cobb's and Polk's Systems.
6. Maintain and operate Cobb's radio equipment (whether located within the geographical boundaries of Polk, Cobb, or elsewhere) used in connection with Polk's System and Cobb's System, as licensed and permitted by the Federal Communications Commission.
7. Provide comments and advice, upon receiving request from Polk" concerning proposed technical changes to Polk's Site or System.
8. Comply with all applicable State and Federal laws, rules and regulations.
9. For as long as Cobb remains the Master Site of the Wide Area network, it shall maintain and create System back-up on a regular basis (plus one annual) for the Wide Area network.
10. Provide System performance reports and/or authorize Motorola's customer service manager to share information with Polk.

11. Be responsible for all costs and services associated with Cobb's obligations in this Agreement.

**C. THE PARTIES' MUTUAL OBLIGATIONS**

Both Parties agree that they shall each:

1. Maintain the Fixed Equipment in their respective county and agency jurisdiction and be responsible for any costs associated therewith.
2. Utilize an authorized Motorola service shop for any Radio Subscribers or Fixed Equipment repair or preventative maintenance services.
3. Allow Motorola, or its authorized service shop or designee, access to its repeater sites for repair, maintenance, or trouble resolution.
4. If either jurisdiction needs or desires to use another entity's towers or equipment, each Party is responsible for negotiating with the other Party or any other Party connected radio System, for authorized roaming or use of Wide Area Talk Groups.
5. Utilize the Talk Group and User Priority scheme as currently in use and determined by the Cobb County Radio System Administrator.
6. Add Sites, frequencies and users without approval of the other Party, except for Wide Area talk access, which shall require prior approval from the owning agencies in which roaming is required. (Example: Polk may not program or allow Radio Subscribers or Talk Groups to roam on adjacent Wide Area connected Sites, such as the Bartow County, without prior written approval from the adjacent agency.)
7. Follow the National Public Safety Telecommunications Council ("NPSTC") policies concerning naming, programming, and use of the mutual aid frequencies.
8. Provide a single point of contact for all radio System questions, emergencies, alias changes, maintenance coordination, or other routine matters, which are the subject matter of this Agreement.
9. System Upgrades: Each Party must keep up to date on all System upgrades and applicable technology refreshers.
10. Participate in training exercises, as coordinated and requested by the other Party.



#### **IV. SHARED WIDE AREA SYSTEMS**

This Agreement does not provide or convey to Polk any license or privilege to use or be a part of the UASI Site. Polk agrees to provide Cobb access to five Talk Groups to enable Cobb's use of Polk's System for Wide Area roaming. Cobb agrees to provide Polk access to five Talk Groups to enable Polk's use of Cobb's System for Wide Area roaming.

In the event there is an unacceptable number of System Busies, either Party may request the other Party to meet and evaluate the shared Wide Area Talk Groups in an attempt to resolve the System Busies problem. Notwithstanding the above, because Cobb's System connects to multiple agencies and Systems, and in all likelihood will continue to expand, Cobb retains ultimate authority to require Polk to alter or reduce its use of the Cobb System. Polk agrees will comply with any request to alter or reduce its use of Cobb's System within thirty (30) days' of receipt of such written request.

This Agreement is not intended to affect or limit in any manner Polk's authority to work with other neighboring governments, agencies or systems in the future to expand connectivity or joining of systems to the extent that such expanded connection does not negatively impact Cobb's System.

#### **V. MISCELLANEOUS TERMS**

1. **Term.** This Agreement shall commence on the date this Agreement is executed by both Parties and shall continue for a term of twenty (20) years, as allowed by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, unless previously terminated in accordance with the termination provisions of this Agreement.
2. **Prohibition on Resale of Service; Assignment without Consent.** The service provided by each respective Party to the other under the terms of this Agreement is intended and shall be used only in connection with the normal duties and course of business of the other Party. Neither Party shall sell or otherwise transfer to any other consumer of radio or data services the right or ability to utilize services provided by the other Party pursuant to this Agreement. Neither Party shall assign this Agreement in whole or in part without the express written consent of the other Party.
3. **Hold Harmless.** The Parties shall at all times comply with all laws, ordinances and rules and regulation of State and Federal governmental authorities regarding use and operation of Trunking communications Systems.

To the extent, if any, allowed by law, Polk agrees to defend and save harmless Cobb, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it

by reason of any negligent action or omission of Polk, its agents, or employees and to the extent that Cobb is free from negligence on the part of itself, its employees and agents.

To the extent, if any, allowed by law, Cobb agrees to defend and save harmless Polk, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgment of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of Cobb, its agents, or employees and to the extent that Polk is free from negligence on the part of itself, its employees and agents.

To the extent, if any allowed by law, neither Party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise. Nothing in this section is intended to waive or diminish the rights either Party may have to the defense of sovereign immunity.

4. **Modification.** No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification is expressed in a writing executed by each of the Parties hereto.
5. **Governing Law, Disputes and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any disputes or issues arise in connection with this Agreement which cannot be resolved amicably, then either Party shall have the right to request the other Party participate in non-binding mediation. The mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the Parties. In the event there is no request for mediation or mediation efforts fail, then any dispute or issues shall be resolved through litigation.
6. **Joint Cooperation.** Each Party shall assist and cooperate fully in providing any documentation and/or access for inspection necessary related to any request or audit(s) by any State or Federal agency.
7. **Changes to Systems.** If, subsequent to execution of this Agreement, one or more technical or other changes in Cobb's System, Polk's System are determined to be in Cobb's best interest or mandated by the State or Federal government or by any regulatory agency, then each Party shall be required to bear the expense of its own compliance, and neither Party shall have any liability for any direct or indirect,



If to Polk County:                      Communications Systems Specialist

With a copy to:                              County Manager

Future changes in address shall be effective only upon written notice being given via the delivery method described in this Section.

11. **Severability.** If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable for any reason, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.
12. **Third Party Beneficiaries.** It is acknowledged by the Parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder, or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.
13. **Records.** Each Party shall maintain records relating to matters covered by this Agreement as required by Georgia or Federal laws and by any additional requirements in this Agreement. Such records shall be maintained for a period of three years following the termination of this Agreement.
14. **Waiver.** The waiver by either Party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.
15. **Counterparts.** The Parties have caused this Agreement to be executed in counterparts by their authorized representatives on the date below written, with each counterpart to be considered as an original.
16. **Authority.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties having read and understood the terms of this Agreement, they do hereby agree to such terms by execution of their signatures below.

COBB COUNTY, GEORGIA

By: \_\_\_\_\_  
Michael Boyce, Chairman  
Cobb County Board of Commissioners

Attest: \_\_\_\_\_  
Title: Clerk of Commission

Sworn to and subscribed before  
me this \_\_\_\_ day of \_\_\_\_\_,  
2019.

\_\_\_\_\_  
Notary Public

(Notary Seal)

Polk COUNTY, GEORGIA

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman  
Polk County Board of Commissioners

Attest: \_\_\_\_\_  
Title: Clerk of Commission

Sworn to and subscribed before  
me this \_\_\_\_ day of \_\_\_\_\_,  
2019.

\_\_\_\_\_  
Notary Public

(Notary Seal)





## Emergency Management Agency

Cassie Mazloom, EMA Director  
Districts All

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Item No. 18.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Cassie Mazloom, EMA Director  
Randy Crider, Interim DPS Director/Fire Chief

**DATE:** January 28, 2020

### **PURPOSE**

To approve the Georgia Emergency Management Agency (GEMA) Statewide Mutual Aid and Assistance Agreement with Cobb County to ensure mutual aid assistance as necessary in the event of a natural or man-made disaster/emergency.

### **BACKGROUND**

The responsibilities of Cobb County Emergency Management Agency (CEMA) dictate that agreements be in place to facilitate coordination of efficient emergency response as well as preparation for potential disaster events. Pursuant to this duty, CEMA seeks to enter into the GEMA Statewide Mutual Aid and Assistance Agreement. The purpose of this agreement is to provide for mutual assistance between participating jurisdictions in managing any emergency or disaster that is duly declared by the governing authority of any political subdivision that is a participating jurisdiction, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or national security activity.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners approve the Georgia Emergency Management Agency (GEMA) Statewide Mutual Aid and Assistance Agreement with Cobb County to ensure mutual aid assistance as necessary in the event of a natural or man-made disaster/emergency; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Statewide Mutual Aid Agreement 2020

# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: \_\_\_\_\_

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

## ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II  
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III  
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV  
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

#### ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

#### ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

#### ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

#### ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

#### ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.



Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

\_\_\_\_\_  
Chief Executive Officer - Signature

\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: \_\_\_\_\_

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

APPENDIX A  
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for \_\_\_\_\_(county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
Chief Executive Officer – Print Name





## Emergency Management Agency

Cassie Mazloom, EMA Director  
Districts All

---

Item No. 19.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Cassie Mazloom, EMA Director  
Randy Crider, Interim DPS Director/Fire Chief  
**DATE:** January 28, 2020

### **PURPOSE**

To approve a Memorandum of Understanding between Cobb County and the Atlanta Regional Commission for the acceptance of equipment and training for sustaining Cobb County's Law Enforcement Operations Program.

### **BACKGROUND**

On December 9, 2019, the Atlanta Urban Security Initiative (UASI) notified Cobb County of a grant award for the Grant Year 2017. The UASI is a division within the ARC (known as the Homeland Security and Recovery Group, HSRG). The award is for equipment and training to enhance sustainability capacity to prevent, respond to and recover from threat or acts of terrorism for the Atlanta metropolitan area. The program area for the equipment is Sustaining the Law Enforcement Operations Program for GY2017, valued at \$353,295.10.

Cobb County Law Enforcement will receive the equipment found in Exhibit D LEOPs Equipment List GY2017 (page 10) in accordance with the Memorandum of Understanding. Upon receipt of the equipment, it will be identified and placed in the accountable or fixed asset inventory, as required.

### **IMPACT STATEMENT**

There are no matching funds for the GY2017 equipment. Any maintenance or repair to the equipment will be the responsibility of the County and funded via budgeted maintenance and operations budgets.

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners approve the Memorandum of Understanding between Cobb County and the Atlanta Regional Commission for the acceptance of equipment with a total value of \$353,295.10, and authorize the Chairman to execute the necessary documents.

## ATTACHMENTS

1. MOU



ATLANTA REGIONAL COMMISSION  
Homeland Security & Recovery Group

December 9, 2019

Cassie Mazloom, Director  
Cobb County Emergency Mgt Agency  
140 N Marietta Pkwy  
Marietta, GA 30060

Dear Director Mazloom:

Congratulations! Your department has been awarded funds from the Urban Area Security Initiative (UASI) Program in the amount of **\$353,295.10** for the following program areas:

- Sustaining your Law Enforcement Operations Program for GY2017, valued at an estimated \$353,295.10; and

These funds are subject to the execution of the appropriate documents and reporting requirements. Please sign pages 8, and 9 (Exhibit C) and have the appropriate officials execute page 8, and return three originals to us at International Tower, 229 Peachtree St NE, Suite 100, Atlanta, GA 30303.

Thank you for your commitment and support of this program. Should you have any questions, please contact me at 404-567-0351 or [gmason@atlantaregional.org](mailto:gmason@atlantaregional.org)

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Mason", is written over a horizontal line.

Gregory R. Mason  
Atlanta UASI, Program Director

Enclosure (3 originals)

CC: Police Chief Tim Cox

The Atlanta UASI program is governed by  
Department of Homeland Security (DHS)  
FOR OFFICIAL USE ONLY - (FOUO)

This communication, along with any attachments, is covered by Federal and State law governing Law Enforcement and Security Sensitive information and may contain confidential and legally privileged information. If the reader of this message is not the intended recipient, you are hereby notified that any viewing, dissemination, distribution, use or copying of this message is strictly prohibited under 49 CFR Part 1520. If you have received this in error,

Homeland Security & Recovery Group, Atlanta Regional Commission  
International Tower, 229 Peachtree Street NE Suite 100 | Atlanta, Georgia 30303-2538

**Memorandum of Understanding  
between  
Atlanta Regional Commission  
and  
Cobb County**

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Atlanta Regional Commission (“ARC”), an instrumentality created and existing under the laws of the state of Georgia with a principal place of business located at 229 Peachtree Street Ste 100, Atlanta, Georgia 30303, hereinafter referred to as “ARC” and Cobb County a political subdivision or agency of the state of Georgia (the “Recipient”) with a principal place of business located at 140 North Marietta Pkwy, Marietta, GA 30060.

**WITNESSETH:**

**WHEREAS**, Atlanta Urban Area Security Initiative (“UASI”) has been the urban area security initiative agency for the metropolitan Atlanta area as established by the United States Department of Homeland Security (“DHS”) and Georgia Emergency Management and Homeland Security Agency (“GEMHSA”); and

**WHEREAS**, UASI was organized to implement programs designed to prevent, protect, respond and recover from threats of or acts of terrorism; and

**WHEREAS**, since 2002, DHS has developed numerous programs and grants in furtherance of the foregoing purpose; and

**WHEREAS**, UASI has received grant funding from Grant Year 2017 (GY17) Homeland Security Grant Programs (“HSGP”) administered by DHS to GEMHSA on behalf of the State of Georgia, in accordance with the Consolidated Appropriations Act of 2008 (Public Law 110-161); and

**WHEREAS**, UASI is now a Group within ARC (known as the Homeland Security and Recovery Group) (“HSRG”); and

**WHEREAS**, Recipient has requested \$353,295.10 from GY’17 funds which expires June 30, 2020, for the enhancement of Law Enforcement capabilities;



**NOW, THEREFORE**, for and in consideration of the premises, the parties, intending to be legally bound, do hereby agree as follows:

1. **Exhibits**. The following exhibits are attached or attainable via the internet and made a part of this Agreement, and the parties agree to be bound by the applicable provisions of same:

Exhibit A. United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at:  
[http://www.dhs.gov/xlibrary/assets/Grants\\_FinancialManagementGuide.pdf](http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf)

Exhibit B. United States Department of Homeland Security (DHS), Fiscal Year 2017 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at:  
[https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY\\_2017\\_HSGP\\_NOFO\\_20170601v2014\\_605.pdf](https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2017_HSGP_NOFO_20170601v2014_605.pdf)

Exhibit C. NIMS Compliance Form (attached).

Exhibit D. Approved Detailed Project Description/Cost (attached).

Exhibit E. 2017 Recipient-Subrecipient Agreement by and between GEMA and ARC dated October 5, 2017 (a copy of which is available for inspection at ARC's office).

Exhibit F. Standard Assurances Standard Form 4248 (non-Construction) or Standard Form 424 U (Construction), as applicable.

Exhibit G. Certification Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; and Drug-Free Workplace Requirements. OJP Form 4061/6 (a copy of which is available for inspection at UASI's office).

2. **Project Scope.** The project (the “Project”) which is the subject matter of this Agreement is described in Exhibit D, attached hereto and made a part hereof. The Recipient shall carry out and perform such activities as described in Exhibit D, in a satisfactory and proper manner. Recipient acknowledges that the goods and/or services described in Exhibit D shall be used not only for the benefit of Recipient, but also in furtherance of the regional goals of the UASI program. Recipient agrees to coordinate as necessary or desirable with other jurisdictions which are a part of the regional system to ensure maximum benefit to the region as a whole. Recipient shall be responsible for the use and maintenance of any equipment or tangible goods received by it in connection with the Project. Recipient further acknowledges that the funding provided hereunder is intended to provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the Atlanta metropolitan area. Should Recipient become incapable of utilizing any goods or equipment provided hereunder, then Recipient agrees to make same available to another local jurisdiction at ARC’s direction. Recipient’s failure to either utilize any goods or equipment provided hereunder, or to make same available to another local jurisdiction, may result in a loss of funding and/or equipment to Recipient. Recipient shall be solely responsible for all goods and equipment obtained hereunder, including, where applicable, maintenance, replacement, training and insurance. By its acceptance of the goods or equipment provided hereunder, Recipient covenants and agrees to actively participate in any regional exercises which contemplate or require the use of such goods or equipment.
  
3. **Cost.** All costs associated with the Project shall be paid by ARC in accordance with the terms and conditions set forth in Exhibit D, attached hereto and made a part hereof. Recipient acknowledges that the cost of the Project as shown in Exhibit D may be an approximation of the total cost of the Project but may not necessarily reflect the final actual cost of same. At the conclusion of the Project, ARC shall provide Recipient with an appropriate document which accurately reflects the actual retail value of all equipment and/or services provided to Recipient associated with the Project. In addition to the terms and conditions expressed in Paragraph 2 hereinabove, Recipient agrees that should all or any portion of the grant funds used for or in connection with the project described herein subsequently be disallowed for any reason by DHS, GEMA or any other concerned funding agency (whether by virtue of audit or otherwise), then, in that event, upon demand, Recipient either shall return the equipment purchased with such disallowed funds in good condition (allowing for reasonable wear and tear) or reimburse ARC in cash for the fair market value of such equipment (or services).
  
4. **Compliance with Grant Contract.** Recipient agrees to be bound by all of the applicable terms and conditions of the Grant Contract (Exhibit E) including, but not limited to, the provisions regarding Exhibits, Reimbursement and Reporting Requirements “Audits (specifically including 2 CFR Part 200, Subpart F)” Financial Regulations and Guides, National Initiatives, and Special Conditions.
  
5. **Compliance with Laws and Regulations.** Each party hereto agrees to comply with all applicable local, state and federal laws and regulations. Each party hereto further agrees to comply with the requirements of O.C.G.A. §13-10-90 et seq., and Georgia Department of Labor Rules 300-10-1-.02 et seq. to verify a contractor’s or subcontractor’s new employee’s

6. work eligibility through a federal work authorization program. Further, the parties agree to comply with the regulations, policies, guidelines and requirements set forth in OMB Circulars A-87 and A-133, as appropriate.
7. **Procedures for Handling Critical Infrastructure Information (“PHCII”)**. Recipient recognizes that during the term of this Agreement, Recipient will or may have access to, handle, use, or store critical infrastructure information (“CII”) that enjoys protection under the Critical Infrastructure Information Act of 2002 (“CII Act”). Consequently, Recipient covenants and agrees to comply with the regulations promulgated by the Secretary, Department of Homeland Security, pursuant to the CII Act regarding the Procedures for Handling Critical Infrastructure Information (“PHCII”) (6 CFR Part 29), as may be amended from time to time, as well as with all relevant requirements of the PCII Program (as defined in the regulations). All persons granted access to Protected Critical Infrastructure Information (“PCII”) are responsible for safeguarding such information in their possession or control. PCII shall be protected at all times by appropriate storage and handling. Recipient shall not remove any “PCII” markings from any information. Each person who works with PCII is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it. The unauthorized release of PCII may result in criminal and/or administrative penalties. Recipient hereby acknowledges that its failure to comply with the above-referenced regulations and the PCII Program will constitute a material breach of the terms of this Agreement.
8. **Nondisclosure of Confidential Information**. In the furtherance of this Agreement, it may be necessary or desirable for ARC to disclose to Recipient certain confidential information, including, without limitation, writings, drawings, computer software, documentation and hardware, and ARC wishes to prohibit the unauthorized use and disclosure of same by the Recipient. For the purpose of this Agreement, "Confidential Information" shall mean all information received by Recipient from ARC, unless otherwise explicitly marked or designated. Failure to mark Confidential Information as “Confidential” shall not be deemed to operate as a waiver of any rights hereunder. Recipient acknowledges that the Confidential Information is and shall remain the sole and exclusive property of ARC and that ARC has the exclusive right, title and interest to such Confidential Information. No right or license, by implication or otherwise, is granted by ARC as a result of this Agreement or as a result of any disclosure of Confidential Information. Information initially furnished verbally or visually and identified beforehand as confidential at the time of disclosure shall be reduced to writing and confirmed as Confidential Information in a written statement that fully identifies the material considered confidential within fifteen (15) business days after its initial disclosure. During that fifteen (15) business day period, the latter information shall be protected, but failure so to identify, reduce to writing, mark and deliver such verbally or visually disclosed information in the manner prescribed shall relieve Recipient of all obligations of protection with respect to said disclosed information thereafter.

Recipient shall maintain all Confidential Information in confidence and shall not disclose same to any third party. In protecting such information from disclosure, Recipient shall use at least the same degree of care as it normally uses in the protection of its own confidential and proprietary information of like kinds. Recipient further agrees that it will not (i) use any

Confidential Information received except for the purposes contemplated by this Agreement, (ii) disclose same to persons in its organization without a "need to know", or (iii) make unnecessary copies of same. Upon discovery of an unauthorized, inadvertent or accidental disclosure, Recipient shall promptly notify ARC of such disclosure and shall take all reasonable steps to retrieve the disclosure and prevent further such disclosures.

The restrictions herein shall not apply with respect to Confidential Information which:

Is or becomes known to the general public without breach of this Agreement; or

Was previously known to the Recipient or was possessed by it without restriction prior to any disclosure hereunder; or

Is or has been lawfully disclosed to Recipient by a third party without an obligation of confidentiality; or

Is disclosed pursuant to judicial action or government regulations.

Recipient shall not disclose any Confidential Information furnished hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to Export Administration Regulations of the U.S. Department of Commerce and U.S. Department of State. This obligation shall survive any termination or expiration of this Agreement, and shall be independent of any other obligations, any limitations thereon, and any exceptions thereto, which may be stated elsewhere in this Agreement.

9. **Notice.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the other party at the following address or such other address as may be given in writing to the other party:

a. ARC:

Gregory R. Mason, Group Manager  
Homeland Security and Recovery Group  
Atlanta Regional Commission  
International Tower  
229 Peachtree Street NE Suite 100  
Atlanta, GA 30303  
Office: 470-378-1662  
[GMason@atlantaregional.org](mailto:GMason@atlantaregional.org)

b. Recipient:

Cassie Mazloom, Director  
Cobb County Emergency Mgt Agency  
140 N. Marietta Pkwy  
Marietta, GA 30060  
Office: (404) 317-3886  
[cassie.mazloom@cobbcounty.org](mailto:cassie.mazloom@cobbcounty.org)

Notices are effective upon receipt by a party.

10. **Termination:**

a. **Convenience:** This Agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least ninety (30) days prior to the effective date of cancellation or termination.

b. **Non-Availability of Funding:** Notwithstanding any other provision of this Agreement, in the event that the source of funding for reimbursement under this Agreement (appropriations from the Congress of the United States of America) no longer exists or in the event the sum of all obligations of ARC incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this Agreement shall immediately terminate without further obligation of ARC as of that moment. The certification by the Director of GEMA of the occurrence of such event shall be conclusive.

11. **Amendment:** This Agreement shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this Agreement was executed.
12. **Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party hereto. Each party binds itself, its successors, and permitted assigns to all covenants, agreements and obligations contained herein.
13. **Legal Responsibility.** Each party to this Agreement will bear the risk of its own actions. To the extent permitted by law, each party will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its officials, employees, or agents in carrying out the terms and conditions of this Agreement.
14. **Disputes.** Any claim, controversy or dispute which cannot be resolved by the parties, related directly or indirectly to this Agreement, shall be resolved by a court of competent jurisdiction. Each party agrees in good faith to participate in a mediation process if requested by the other party with all costs of mediation to be borne equally between the parties.
15. **No Third Party Beneficiary.** Nothing herein expressed or implied is intended to confer on any person, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
16. **Mutual Negotiations.** The parties hereto have negotiated this Agreement with assistance of legal counsel and, therefore, its terms shall be enforced equally between the parties and there shall be no construction more favorable to either party.
17. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

18. **Entire Agreement.** The parties acknowledge that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement, including all Exhibits and Attachments, contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter.
19. **Effective Date.** The parties acknowledge that if each has received benefit from the other during any period in which no active agreement existed, then all actions and payments made during any such period are hereby ratified by both parties.
20. **Time of the Essence.** Recipient acknowledges that time is of the essence for its obligations under this Agreement.
21. **Severability.** Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.
22. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Georgia.
23. **Force Majeure.** If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
24. **Paragraph Headings.** The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.
25. **Counterparts.** This agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.
26. **Authority to Execute This Agreement.** Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute this Agreement.

Exhibit C

NIMS Compliance Form

This NIMS Compliance Form **MUST** be completed by **each** agency requesting or benefiting from funding.

In federal Fiscal Year 2008, state agencies, tribes, and local governments are considered to be in full NIMSD compliance if they have adopted and/or implemented the FY 2007 compliance activities as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. This document describes the actions that jurisdictions must have taken by September 30, 2008 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at: [www.fema.gov/nims](http://www.fema.gov/nims)

- Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- Preparedness/Planning: Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements. (NIMSCAST and/or Implementation Plan)
- Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- Revise and update local government emergency operations plans (EOPs), standard operating procedures (SOPs), and standard operating guidelines (SOGs) to incorporate NIMS and National Response Framework (NRF) components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.
- Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations (NGO).
- Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.
  - Complete IS-700 NIMS: An Introduction
  - Complete IS-800 NRP: An Introduction
  - Complete ICS 100 and ICS 200 Training
  - Complete ICS 300 Training
- Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness and response plans and procedures.
- Inventory community response assets to conform to homeland security resource typing standards.
- To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.
- Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.
- Inventory response assets to conform to NIMS National Resource Typing Definitions, as defined by FEMA's Incident Management Systems Integration Division.

Authorized Signature:

*Carrie McGloin*

Date: 12/10/19

Agency: Cobb EMA, Director



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ARC

By:  Date: 12.09.19  
Title: Manager, Homeland Security and Recovery Group, Gregory R. Mason

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Executive Director, Douglas R. Hooker

Cobb County

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Chairman Board of Commissioners, Mike H. Boyce

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: County Clerk, Pam Mabry

Approved as to Substance

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Director, Cobb County Emergency Management Agency, Cassie Mazloom

By:  Date: 01/06/20  
Title: Police Chief, Cobb County Police Department, Tim Cox

Exhibit D LEOPs Equipment List GY2017

COBB COUNTY POLICE DEPARTMENT			
APPLICANT (AGENCY/DEPARTMENT): Cobb County Police Department		Jurisdiction: Cobb	
Contact at Agency: Commander T. A. Price		Phone Number:	Email: timothy.price@cobbcounty.org
Police Equipment List		MOU NUMBER: UASI0040	
Grant Year 2017		GAN NUMBER: EMW-2017-SS-00015-S01	
Project Type: Sustaining Existing Capabilities			
COST ESTIMATE			
EQUIPMENT DESCRIPTION	QUANTITY	ESTIMATED COST (\$)	ESTIMATED TOTAL COST (\$)
EOD robot telemaxPRO IP-Mesh with communication unit and control panel	1	\$ 239,855.00	\$ 239,855.00
NiMH 24V Battery/set of wheels in bag	1	\$ 8,121.75	\$ 8,121.75
Night Vision Camera f. Telemax w/zoom camera	1	\$ 15,680.00	\$ 15,680.00
IP Mesh Repeater w/holder i. case f. telemax	1	\$ 46,305.00	\$ 46,305.00
Holder PAN f. lower arm w/shocktube f. telemax; Laser aiming device f. PAN holder	1	\$ 10,723.25	\$ 10,723.25
Autonomy module f. telemax	1	\$ 25,847.50	\$ 25,847.50
3 days onsite training	1	\$ 6,762.60	\$ 6,762.60
<b>GRAND TOTAL:</b>			<b>\$353,295.10</b>



## Emergency Management Agency

Cassie Mazloom, EMA Director  
Districts All

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Item No. 20.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Cassie Mazloom, EMA Director  
Randy Crider, Interim DPS Director/Fire Chief  
**DATE:** January 28, 2020

### **PURPOSE**

To authorize the acceptance of funds from the Emergency Management Performance Grant, known as the Performance Partnership Agreement Grant in Georgia, from the Georgia Emergency Management Agency.

### **BACKGROUND**

The Georgia Emergency Management Agency (GEMA) has sent notification that the Cobb Emergency Management Agency (CEMA) is eligible to receive \$50,000.00 in State Fiscal Year 2019 for the Performance Partnership Agreement (PPA) grant funding due to Cobb County entering into an agreement to accept and meet the established PPA Work Plan requirements.

The State's grant fiscal year is July 1, 2019 through June 30, 2020. The purpose for the PPA grant funds is to support and promote the local emergency management agency. The funds can be used for personnel services, training, equipment, and administrative costs directly for CEMA or the Cobb County Emergency Operations Center. FY19 grant funds will be used towards the purchase of a four-wheel drive vehicle and EMA safety supplies. This vehicle will be utilized weekly by CEMA for daily operations and response to inclement weather events or incidents as needed.

### **IMPACT STATEMENT**

A local match of \$50,000.00 is required and existing county funded positions will be used as the local match to meet this requirement.

**FUNDING**

Increase Revenue:	270-130-F046-4493 (GEMA)	\$50,000.00
Increase Expenditure:	270-130-F046-8605 (Autos,Vans,Trucks,Motorcycles)	\$43,979.50
	270-130-F046-6207 (Safety Supplies)	\$ 6,020.50

**RECOMMENDATION**

To authorize the acceptance of the Emergency Management Performance Grant (EMPG), considered the Performance Partnership Agreement Grant in Georgia, from the Georgia Emergency Management Agency (GEMA) for the purchase of personnel services, training, equipment and supplies; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. EMPG Grant Award

## Repak, Kimberly

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**From:** ga.emgrants.com <no-reply@emgrants.com>  
**Sent:** Monday, January 13, 2020 8:01 AM  
**To:** Mazloom, Cassie  
**Cc:** Homeland Security; Repak, Kimberly  
**Subject:** EMPG Award Notification

Dear Cassie Mazloom,

It is my pleasure to announce that your FY2019 Local Emergency Management Performance Grant (EMPG) Base Award application has been successfully processed and approved. As a result, your organization has been awarded \$50,000.00 in federal funds, and your advance payment is currently being processed by our Preparedness Grants and Programs Department. Upon completion of the payment process, your check will be forwarded to your organization.

This Base Award is funded by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and includes a minimum 50 percent (cash and/or in-kind) match requirement. Please review and adhere to the 2019 Local EMPG Program Guidance, which is available in the Georgia EMGrantsPro System. In addition, this notification is to serve as your organization's official Statement of Award. Please keep a copy of this information with your grant records. To view/download the EMPG Program Guidance, [please click on this link](#).

Thank you for your commitment to Georgia's citizens and assets. I appreciate your efforts to ensure Georgia remains a safe place for us to live and raise our families. By working together, we can continue to be prepared for the challenges that may face us.

Sincerely,  
Homer Bryson  
Director  
Georgia Emergency Management and Homeland Security Agency (GEMA/HS)

This is an automated email generated by ga.emgrants.com, please do not reply.

**CAUTION:** This email originated outside Cobb County Government. Please exercise caution when opening links/attachments in this email .



## Community Development

Item No. 21.

Jessica Guinn, Director

District 2 , District 3

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*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Jessica Guinn, Director

**DATE:** January 28, 2020

### **PURPOSE**

To adopt a resolution authorizing the Cobb County Kennestone Hospital Authority to issue its Revenue Anticipation Certificates, Series 2020 for the benefit of WellStar Health System, Inc.

### **BACKGROUND**

The Cobb County Kennestone Hospital Authority (the “Authority”) is considering issuing its Revenue Anticipation Certificates, Series 2020 in an amount not to exceed \$120,000,000 (the “Certificates”), the proceeds of which will be loaned to WellStar Health System, Inc. (“WellStar”) to refinance at fixed rates all or a portion of certain variable rate obligations incurred by WellStar to finance the costs of acquiring healthcare facilities in Cobb County, Georgia and to refund all or a portion of certain outstanding obligations previously issued by the Authority for the benefit of WellStar or one or more of its affiliates.

Section 147(f) of the Internal Revenue Code of 1986, as amended, provides that the governmental unit having jurisdiction over the area in which any facility financed with the proceeds of the Certificates is located shall approve the issuance of such certificates.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners adopt a resolution authorizing the Cobb County Kennestone Hospital Authority to issue its Revenue Anticipation Certificates, Series 2020 and authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Proposed Resolution for the Board of Commissioners of Cobb County
2. TERFA Notice of Cobb County Kennestone Hospital Authority



**APPROVAL BY THE  
BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA  
OF THE ISSUANCE OF REVENUE ANTICIPATION CERTIFICATES  
BY THE COBB COUNTY KENNESTONE HOSPITAL AUTHORITY**

**WHEREAS**, the Cobb County Kennestone Hospital Authority (the “**Authority**”) proposes to issue its Revenue Anticipation Certificates (WellStar Health System, Inc. Project), in one or more series in an aggregate principal amount not to exceed \$120,000,000 (the “**Certificates**”) pursuant to a resolution adopted by the Authority on November 4, 2019; and

**WHEREAS**, the Certificates will be issued for the purposes of (a) refinancing all or a portion of certain obligations incurred by WellStar Health System, Inc., a Georgia nonprofit corporation (“**WHS**”) to finance the costs of acquiring healthcare facilities in Cobb County, Georgia and to refund all or a portion of certain outstanding obligations previously issued by the Authority for the benefit of WHS or one or more of its affiliates (collectively, the “**Refunded Obligations**”), and (b) to pay all or a portion of the costs of issuance of the Certificates; and

**WHEREAS**, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “**Code**”), provides that the governmental unit having jurisdiction over the issuer of revenue bonds and over the area in which any facility financed with the proceeds of the revenue bonds is located shall approve the issuance of such revenue bonds; and

**WHEREAS**, the Authority issues its revenue certificates on behalf of Cobb County, Georgia, the Project is located in Cobb County, Georgia, and the Board of Commissioners of Cobb County (the “**Governing Body**”) constitutes the highest elected legislative body of the Governmental Unit; and

**WHEREAS**, the Authority recommends and has requested that the Governing Body approve the issuance of the Certificates and the refinancing of the Refunded Obligations; and

**WHEREAS**, a public hearing concerning the matters described herein was held pursuant to public notice at 10:00 a.m. on Friday, December 20, 2019, and a certificate regarding the public hearing has been filed with the Governing Body and is attached hereto as **Exhibit A** and incorporated herein by reference; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. The issuance of the Certificates from time to time in one or more series by the Authority for the benefit of WHS in an aggregate principal amount currently estimated at not to exceed \$120,000,000 is hereby approved to the extent required by said Section 147(f) of the Code, as follows:

- (a) The purpose for the issuance of the Certificates is (a) refund all or a portion of certain obligations previously issued by the Authority for the benefit of WHS or one or more of its affiliates, (b) refinance certain debt obligations previously issued or incurred

by WHS or one or more of its affiliates relating to the healthcare facilities, equipment and improvements owned or operated by WHS located in Cobb County, Georgia, and (d) pay all or a portion of the costs of issuance of the Certificates;

(b) the initial owner, operator or manager of the facilities financed or refinanced with the Certificates is WHS;

(c) the Refunded Obligations relate to the Kennestone Outpatient Pavilion and related facilities located adjacent to WellStar Kennestone Regional Medical Center at 699 Church Street, Marietta, Georgia 30060 and WellStar Vinings Health Park and related facilities located 4441 Atlanta Road SE, Smyrna, Georgia 30080 and the amounts applicable to each such location are referred to in the notice of the public hearing; and

(d) The Certificates may be issued from time to time in one or more series.

Section 2. Such approval by the Governing Body does not constitute an endorsement to a prospective purchaser of the Certificates of the creditworthiness of WHS, and the Certificates shall not constitute an indebtedness or obligation of the State of Georgia or of any county, municipal corporation or political subdivision thereof. The Certificates shall be payable solely from the revenues derived from WHS and pledged to the payment thereof and no owner of any of the Certificates shall ever have the right to compel any exercise of the taxing power of the State or of any county, municipal corporation or political subdivision thereof, including Cobb County, Georgia, nor to enforce the payment thereof against any property of the State or of any county, municipal corporation or political subdivision, including Cobb County, Georgia.

Section 3. All acts and doings of the officers and members of the Governing Body which are in conformity with the purposes and intent of this Resolution shall be, and the same hereby are, in all respects approved and confirmed.

Section 4. This resolution shall take effect immediately upon its adoption.

Dated: January 28, 2020.

**BOARD OF COMMISSIONERS OF  
COBB COUNTY, GEORGIA**

By: \_\_\_\_\_  
Chairman

**EXHIBIT A**

**Report of Hearing Officer**

(Attached)

## REPORT OF HEARING OFFICER

**COMES NOW** Chuck Carder, Hearing Officer, concerning the issuance by Cobb County Kennestone Hospital Authority (the “**Authority**”) of its Revenue Anticipation Certificates (WellStar Health System, Inc. Project), in one or more series in an aggregate principal amount not to exceed \$120,000,000 (the “**Certificates**”) and makes this return and shows the following:

1.

On December 13, 2019 a public notice (the “**Notice**”) was published in *The Marietta Daily Journal*, a newspaper of general circulation in Cobb County, Georgia. A copy of the Notice, together with an affidavit as to its publication, is attached hereto and incorporated by reference herein as **Exhibit 1**.

2.

On Friday, December 20, 2019, at 10:00 a.m. at the WellStar Health System Corporate Offices, Legal Department Conference Room, 2<sup>nd</sup> Floor, 793 Sawyer Road, Marietta, Georgia, I commenced a public hearing pursuant to the Notice for Public comment upon the issuance by the Authority of the Certificates.

3.

At the commencement of the hearing, I read the Notice in its entirety. I noted that no written questions had been submitted and asked if there were any questions from the public.

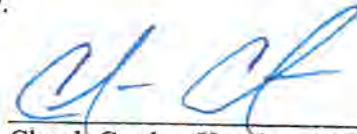
4.

No member of the public appeared to question the issuance of the Certificates or any other matter regarding the Certificates.

5.

There being no further comments, the hearing was duly closed and adjourned.

**SO CERTIFIED** THIS December 20, 2019.

  
\_\_\_\_\_  
Chuck Carder, Hearing Officer

**EXHIBIT 1**

***The Marietta Daily Journal***  
**Publisher's Affidavit**

(Attached)

# MARIETTA DAILY JOURNAL

47 Waddell Street, Marietta, GA 30060

## PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA - County of Cobb

Before me, the undersigned; a Notary Public, this day personally came Otis A. Brumby III, who, being duly sworn, according to law, says that he is the Publisher of Times Journal, Inc., publishers of the MARIETTA DAILY JOURNAL, official newspaper published in said county and State, and that the publication, of which the annexed is a true copy, was published in said paper, as provided by law, on the following dates:

12/13/2019

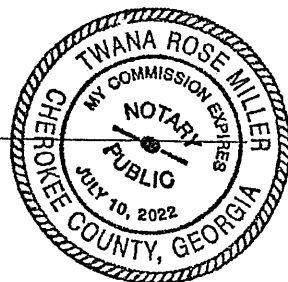
*Otis A. Brumby III*

Subscribed and sworn to before me this

13th day of December, 2019

*Twana Rose Miller*  
Notary Public

My commission expires \_\_\_\_\_



NOTICE OF PUBLIC HEARING  
PROPOSED PLAN OF FINANCING  
BY THE COBB COUNTY  
HOSPITAL AUTHORITY  
OF THE MARIETTA HOSPITAL  
... THE COBB COUNTY HOSPITAL AUTHORITY  
... COBB COUNTY HOSPITAL AUTHORITY  
... 12/13/2019

Ad text :

MDJ-4058

GPN-16

NOTICE OF PUBLIC HEARING  
PROPOSED PLAN OF FINANCING BY THE COBB COUNTY  
KENNESTONE HOSPITAL  
AUTHORITY FOR THE BENEFIT  
OF WELLSTAR HEALTH SYSTEM, INC. AND ITS AFFILIATES

You are hereby notified that on December 20, 2019, at 10 a.m., at the WellStar Health System Corporate Offices, Legal Department Conference Room, 2nd Floor, 793 Sawyer Road, Marietta, Georgia, a public hearing will be held concerning the Plan of Financing of WellStar Health System, Inc. (WHS) for the Cobb County Kennestone Hospital Authority (the Authority) to issue its revenue anticipation certificates from time to time in one or more series in an aggregate principal amount not to exceed \$120,000,000 (the Certificates) for the benefit of WHS or one or more of its affiliates. The proceeds of the Certificates will be applied (a) to refinance all or a portion of certain obligations incurred by WHS to finance the costs of acquiring healthcare facilities in Cobb County, Georgia and to refund all or a portion of certain outstanding obligations previously issued by the Authority for the benefit of WHS or one or more of its affiliates (collectively, the Refunded Obligations), and (b) to pay all or a portion of the costs of issuance of the Certificates. Approximately \$68,500,000 of the Refunded Obligations relate to the Kennestone Outpatient Pavilion and related facilities located adjacent to WellStar Kennestone Regional Medical Center at 699 Church Street, Marietta, Georgia 30060; and approximately \$51,500,000 of the Refunded Obligations relate to the WellStar Vinings Health Park and related facilities located 4441 Atlanta Road SE, Smyrna, Georgia 30080. The initial owner or operator of the facilities financed or refinanced with the Certificates is WHS or one of its affiliates. The proposed Certificates will not be a general obligation of the State of Georgia or Cobb County, but will be limited obligations of the Authority payable from payments received pursuant to a loan agreement from WHS or one of its affiliates. Any person having views on the proposed Plan of Financing or the issuance of the proposed Certificates or the nature or location of the facilities to be financed or refinanced may be heard at such public hearing.

The Authority will not conduct any performance audit or performance review with respect to each series of the Certificates as such terms are described in Section 36-82-100, Official Code of Georgia Annotated.

This December 13, 2019.

COBB COUNTY KENNESTONE  
HOSPITAL AUTHORITY

12:13-2019



**CLERK'S CERTIFICATE**

**GEORGIA, COBB COUNTY**

The undersigned Clerk of the Board of Commissioners of Cobb County, Georgia (the **"Board of Commissioners"**) **DOES HEREBY CERTIFY** that the foregoing is a true and correct copy of a resolution duly adopted by the Board of Commissioners at an open public meeting duly called and lawfully assembled on January 28, 2020, at which a quorum was present and acting throughout, in connection with the approval of the issuance of the Cobb County Kennestone Hospital Authority Revenue Anticipation Certificates (WellStar Health System, Inc. Project), in one or more series in an aggregate principal amount not to exceed \$120,000,000, the original of such resolution is duly recorded in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control.

**WITNESS** my hand and the official seal of the Board of Commissioners of Cobb County, Georgia this January \_\_\_\_, 2020.

**(S E A L)**

\_\_\_\_\_  
Clerk



## Community Development

Jessica Guinn, Director

District 1

Item No. 22.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Jessica Guinn, Director

**DATE:** January 28, 2020

### **PURPOSE**

To review a summary of the appeal hearing conducted by the License Review Board on January 9, 2020 for CNM, Inc. d/b/a Cluck N Mooh.

### **BACKGROUND**

On May 9, 2000, Section 6-90 of the Alcoholic Beverage Ordinance was amended to provide for the Board of Commissioners to review a summary of appeal hearings approved by the License Review Board when distance restrictions are waived for the issuance of alcoholic beverage license to affirm the decision of the License Review Board or place this matter before the Board of Commissioners. On December 31, 2020, the application for a beer, wine, and Sunday sales pouring license for CNM, Inc. d/b/a Cluck N Mooh was originally denied by the Business License Division Manager. The entrance of for CNM, Inc. d/b/a Cluck N Mooh, 3894 Due West Rd., Suite 280, Marietta, GA 30064 does not meet the distance restrictions to a residence, Due West Elementary School, Discovery Point Child Development Center and Kirkwood Church as set out in Sections 6-124 and 6-125 of the Cobb County Code of Ordinances.

The appeal of the application for CNM, Inc. d/b/a Cluck N Mooh was heard before the License Review Board on January 9, 2020. After considering all testimony and evidence presented, and the completed License Review Board Questionnaire, the License Review Board recommended approval of the beer, wine, and Sunday sales pouring license for CNM, Inc. d/b/a Cluck N Mooh.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners affirm the decision of the License Review Board, following the review of the summary of the appeal hearing of January 9, 2020 to approve the application for a beer, wine, and Sunday sales pouring license for CNM, Inc. d/b/a Cluck N Mooh, 3894 Due West Rd., Suite 280, Marietta, GA 30064, Chirag Patel, licensee.

## **ATTACHMENTS**

1. Summary of January 9, 2020 Appeal Hearing
2. Survey
3. License Review Board Questionnaire

**Summary of Appeal Hearing before the Cobb County License Review Board for CNM, Inc. doing business as Cluck N Mooh, located at 3894 Due West Rd., Suite 280, Marietta, GA 30064, Chirag Patel, licensee. On January 9, 2020, the hearing was conducted at 100 Cherokee St. Bldg. A, Board of Commissioners' meeting room, Marietta, Georgia.**

License Review Board Chairperson Judy Skeel began the hearing by reading the agenda item. All witnesses were given the oath by License Review Board Attorney Sam Hensley, Jr.

Ellisia Webb, Business License Division Manager, explained the application was denied based on Sections 6-124 and 6-125 of the Cobb County Code of Ordinances. Ms. Webb explained the entrance of Cluck N Mooh is less than 300 feet the property line of residences, and 600 feet from the property line of Due West Elementary School, Discovery Point Child Development Center, and Kirkwood Church. Ms. Webb stated that there was no opposition received on this application.

Mr. Adam Rozen, attorney for CNM, Inc. doing business as Cluck N Mooh explained they were present at the License Review Board meeting to appeal the denial of the alcohol application and to request a waiver. Mr. Rozen presented to the board an aerial view depicting the surrounding area and explained Cluck N Mooh has been operating without alcohol since October, 2019.

Mr. Chirag Patel, owner and licensee of CNM, Inc. doing business as Cluck N Mooh stated there are several alcohol establishments in the surrounding area and the community is in support of adding alcohol to his menu. Mr. Patel explained he is the owner of Bore Ramen Noodle, Kennesaw and Smashburger, Buckhead, he stated these locations do not serve alcohol. Mr. Patel explained he has lived in Cobb County for 10 years and looks forward to operating his business within his community. Mr. Patel stated he completed the RASS workshop and will use Scott Wiatric's secret shopper program along with a POS system that will scan ID on a hand-held tablet.

Mr. Rozen stated that this establishment would not negatively impact the residences or the surrounding area. He stated Cluck and Mooh is a family restaurant that would offer a fresh food menu concept. Mr. Rozen explained adding beer and wine to the menu would keep Cluck and Mooh competitive with Taco Mac which is in close proximity.

After considering all evidence and testimony presented to the License Review Board, and pursuant to a motion made by Buddy Tesar and a second by Stephen White, the License Review Board recommended **APPROVAL** of the beer, wine and Sunday sales pouring license for CNM, Inc. doing business as Cluck N Mooh.

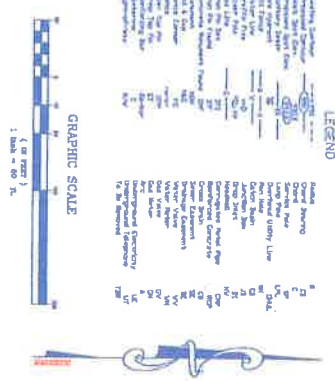
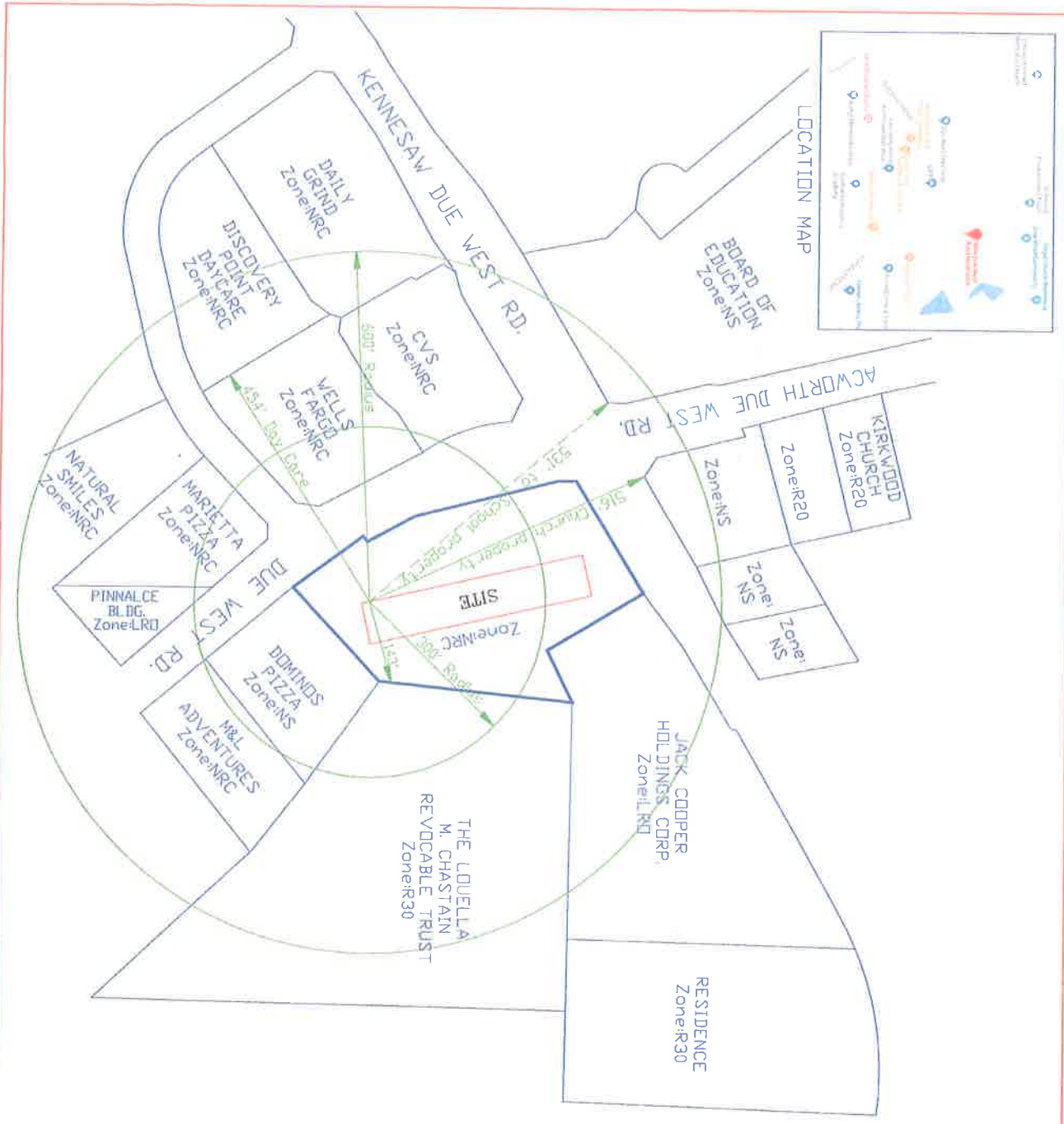
Vote 5-0

**APPEAL HEARING – ALC002464 – CNM, INC. DOING BUSINESS AS  
CLUCK N MOOH, 3894 DUE WEST RD., STE 280,  
MARIETTA, GA 30064, CHIRAG PATEL/LICENSEE**

Location of Business:	3894 Due West Rd., Ste 280 Marietta, GA 30064
Type of License: Pouring License	Beer, Wine and Sunday sales
Closest Beverage Store: Uncorked	Uncorked Wine Corporation d/b/a  ALC000279 3901 Mary Eliza Trace, Ste. 110 Marietta, GA 30064 <b>Beer, Wine Package</b>

**Alcoholic Beverage Stores Located Within A ½ Mile Radius**

ALC001535 – Unwined & Tap – 3901 Mary Eliza Trace, Ste. 120, Marietta, GA 30064  
**Liquor, Beer, Wine, Corkage and Sunday Sales Pouring License**  
901575 – Marietta Pizza Company – 3901 Mary Eliza Trace, Marietta, GA 30064  
**Beer, Wine and Sunday Sales Pouring License**  
ALC000223- Lodhi 2 Food Mart – 3807 Due West Rd., Marietta, GA 30064  
**Liquor, Beer, Wine and Sunday Sales Package License**



3894 DUE WEST RD. MARIETTA GA. 30964  
 SURVEY FOR ALCOHOLIC BEVERAGE LICENSE:  
 LAND LOT 275 DISTRICT 20th SECTION 2nd  
 CITY MARIETTA  
 COUNTY COBB  
 DEED BOOK/PAGE 15246/2218  
 STATE GA.  
 SCALE 1" = 80'

Nearest Private Residence - 143±  
 Nearest Public Library - 1229±  
 Nearest Church Building - 516±  
 Nearest School Property - 531±  
 Nearest Public Park - 31835±  
 Nearest Daycare School - 454±  
 Nearest Store Selling Liquor - 246±  
 (Unconkered + Unlined 8" Tap)

**ENGINEER/SURVEYOR**  
 Jasper Proctor  
 415 Atlanta Street  
 Suite 240  
 Marietta, Ga. 30060  
 P.O. 770 425-6890  
 Licensed Professional Engineer  
 License No. 12444  
 State of Georgia  
 www.jasperproctor.com  
 770-425-6890

2019-0-19-19  
 DWG. BY JWP  
 CHECKED BY JWP  
 PROJECT: 3894 DUE WEST RD. MARIETTA GA. 30964

**COBB COUNTY**  
 JASPER PROCTOR  
 ENGINEER/SURVEYOR  
 12/12/2019

title: SITE AREA  
 project: 3894 Due West Rd. Suite#280 Marietta Ga. 30964  
 COBB COUNTY GA., L.L.275, DIST.20th, 2nd.Sect.

707 Whitlock Ave., S.W. Suite 11-12, Marietta, Georgia 30064  
**ACME AMERICAN, L.L.C.**  
 Architects, Construction Managers, Engineers  
 voice (770) 425-6890 - fax (770) 425-5777



# COBB COUNTY COMMUNITY DEVELOPMENT AGENCY

P.O. Box 649  
Marietta, Georgia 30061-0649  
phone: (770) 528-8410  
Email: BLRenewal@cobbcounty.org

Ellisia Webb  
*Business License  
Division Manager*

## Cobb County License Review Board

### FACTORS TO CONSIDER IN APPROVAL/DENIAL OF A COBB COUNTY ALCOHOLIC BEVERAGE LICENSE DENIED AS A RESULT OF DISTANCE RESTRICTION QUESTIONS FOR THE LICENSEE

License Number: **ALC002464**

Licensee: **CHIRAG PATEL**

1. What was the distance in feet that caused denial of the alcohol license?

**Approximately 500 feet to Due West Elementary and 150 feet to residential property**

2. Was it to a church, school, park, library, residence, or liquor store?

**school and residence**

3. Are there other establishments in the area that have been granted an alcohol license? If so, how far are they from the proposed location?

UnWined is a tapas bar with beer wine and liquor located 300 feet from Cluck-N-Mooh. unCorked is a beer and wine package store located roughly 320 feet from the establishment. Marietta Pizza Company has a beer and wine on premises consumption license approximately 340 feet from the establishment. Lastly, the Minit (sic) Saver is a convenience store with beer and wine package sales 800 feet from the establishment.

4. Is there opposition to the application and if so what is their opposition and have you spoken to the oppositon?

**The applicant isn't aware of any opposition. Cluck-N-Mooh has been open for several weeks without an alcohol license and the community has been very receptive to the restaurant.**

5. Have you owned or worked in an establishment that sold/served alcoholic beverages?

**Yes**

6. Have you ever violdaded any Federal Law, State Law, or local ordinance regulating the sale of alcohol?

**Yes**

7. Is issuing the alcohol license going to have an adverse effect on the the property value of the church, school, park, library or residence?

**No**

8. Is issuing the alcohol license going to have an adverse effect on the property values of the community in the area?

**No**

9. Is issuing the alcohol license going to have an adverse effect on the quality of life of the community?

**No**

10. Is issuing the alcohol license going to have an adverse effect on the operation of the church, school, park, or library?

**No**

11. What type of business will be operating at this location?

**A restaurant with beer and wine sales. The restaurant is a family oriented restaurant with the main menu items being hamburgers, wings and similar foods.**

12. What type of training do you have in place for your employees?

**The applicant will have all new employees trained by the Training Institute for Responsible Vending (TIRV).**

13. What is your policy on when to check ID prior to the sale of alcohol?

**The applicant will instruct the employees to ID anyone that appears to be under the age of 40 unless TIRV recommends a different policy.**

14. When ID is requested, what are your employees trained to look for?

**First, employees will determine if the ID is a validly issued government ID. If there is any question the ID will be presented to a manager. Next the server will determine whether the ID is held horizontally indicating it was issued to someone over the age of 21. All Id's will be scanned on a tablet that the servers use to take orders. The scanning tool will verify the date of birth.**

15. What written policies and procedures are in place for the establishment?

**The applicant will use the written materials provided by TIRV. Each employee will sign a copy of the policy indicating they understand the policies and have received a copy of the policy.**

16. Were the written policies provided with the application?

**Yes**

17. What type of menu does the establishment have?

**The menu includes burgers, wings, tenders, tacos and salads. Their specialty are shakes.**

18. Was the menu submitted with the application?

**Yes**

19. What percentage of the food and alcohol sales will be from the sale of food?

**20-25%**

20. What percentage of the store's total sales, where your application is seeking a package license, is from alcohol sales?

**NA**

21. What are the hours of operation of the business?



**11:30 a.m. to 9:00 p.m. Monday through Thursday, Friday and Saturday open until 10:00 p.m. and on Sunday open at noon and close at 9:00 p.m.**

22. Are there cameras in the establishment?

**No**

23. How many cameras?

**NA**

24. How often are they reviewed?

**NA**

25. Why are they reviewed?

**NA**

26. How long is the video maintained?

**NA**

27. Is the establishment going to have live entertainment?

**No**

28. Is the establishment going to have a disc jockey?

**No**

29. Is the establishment going to have a dance floor?

**No**

30. What assurance can you provide the LRB that you and your employees will not sell/provide alcohol in violation of State or County Law.

**The applicant had alcohol license violations in 2010-12 for a couple of restaurants that the applicant owned. The violations from 7 years ago taught the applicant the importance of ensuring proper alcohol sales at his restaurants. The applicant lives at 4120 Due West Road, a short distance from the restaurant and the applicant opened this business to provide an alternative restaurant in his neighborhood. He will make sure the restaurant responsibly sells alcohol.**

31. Why should the LRB grant the alcohol license?

**Because of the applicant's previous violations from 7 plus years ago, he understands that he is held to a higher level of scrutiny. He understands more than most the responsibility that comes with the sale of alcohol. The applicants house is roughly 2000 feet from the restaurant and he will make sure it is properly run.**

32. What evidence can you provide the LRB that you and your employees understand State and County law regarding the sale and service of alcohol?

**The applicant will have all his employees trained by TIRV and provide proper supervision of the restaurant.**

32. What evidence can you provide the LRB that you and your employees understand State and County law regarding the sale and service of alcohol?

**The applicant will have all his employees trained by TIRV and provide proper supervision of the restaurant.**

33. Do you take responsibility for the actions of your employees and any violations that the employees may commit?

**Yes.**

34. Are there any consequences to the employee for violations of State law or county ordinances?

**Yes**

35. What are the consequences?

**The consequence for selling to an underaged person is immediate termination.**

36. How many employees will the establishment have?

**10-15**

37. How often will they be retrained?

**Upon hiring and constant reminding of the responsibility of responsible alcohol sales.**

38. Will you implement a secret shopper program?

**Yes**

39. What consequences will there be if an employee fails to comply with procedures?

**If the failure results in the sale of alcohol to an underaged person, immediate termination. Other procedural violation will be judged based upon the conduct of the employee in taking responsibility for the failure and the ability to learn from an honest mistake.**

40. If an application is being made for a convenience store, grocery store, or liquor package store, will the cash register require submittal of the Date of Birth of the customer prior to an alcohol sale?

**NA**

41. Is there an override option?

**No**

42. Does the cash register or point of sale system track alcohol sales?

**NA**

43. Does the cash register or point of sale system track alcohol sales?

**Yes**

44. Does the cash register or point of sale system track when they were sold?

**Yes**

45 Does the cash register or point of sale system track by whom they were sold?

**Yes**

46. Does the cash register or point of sale system track if ID was checked?

**Yes**

47. Does the cash register or point of sale system track the Date of Birth prior to the sale of alcohol?

**Yes**



## Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 23.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** William Volckmann, Director/Comptroller  
**DATE:** January 28, 2020

### **PURPOSE**

To approve a Participation Agreement for Merchant Processing Services with SunTrust Merchant Services, L.L.C. and SunTrust Bank for the provision of merchant processing services utilizing the State of Georgia's Master Service Agreement.

### **BACKGROUND**

Cobb County has been an authorized participant in the State of Georgia's Master Service Agreement ("MSA") for merchant processing services since 2012. This agreement allows the County to contract with one of several state approved merchant card service providers in order to process certain payments including, but not limited to, credit cards, charge cards, debit cards and electronic checks. The County previously contracted with Banc of America Merchant Services LLC (BAMS) for merchant processing services, but their master service agreement with the state has expired. As such, the Finance Office recommends the Board enter into a contract with SunTrust Merchant Services, L.L.C. and SunTrust Bank for the continuation of these services.

The state approved SunTrust Merchant Services, L.L.C. as an approved provider of merchant processing services in 2017. SunTrust Merchant Services, L.L.C. currently uses Fiserv, previously FirstData, for payment processing. This relationship with Fiserv benefits the County as Banc of America Merchant Services L.L.C. also used FirstData/Fiserv meaning much of our hardware will not need to be replaced at this time. Other approved providers from the state would have required the County to purchase additional hardware to be compliant with their processor.

In accordance with the Policy on Procurement and Contract Management approved by the Board on July 8, 1997, and amended August 12, 2003, September 23, 2008, July 24, 2012, and January 14, 2020, approval of the Board of Commissioners is required to purchase goods and services greater than \$100,000.00 through contracts or price agreements with the U.S. General Services Administration, State of Georgia Department of Administrative Services, Georgia Technology Authority, or any State of Georgia agency.

### **IMPACT STATEMENT**

N/A

## **FUNDING**

Funding for merchant processing services currently exists in the departmental budgets where credit cards, charge cards, debit cards, and electronic checks are accepted.

## **RECOMMENDATION**

The Board of Commissioners approve a Participation Agreement for Merchant Processing Services with SunTrust Merchant Services, L.L.C. and SunTrust Bank for the provision of merchant processing services utilizing the State of Georgia's Master Services Agreement.

## **ATTACHMENTS**

1. Cobb County\_Georgia Agency STMS-Participation Agreement 3-16-18

**SCHEDULE E**

**PARTICIPATION AGREEMENT FOR MERCHANT PROCESSING SERVICES**

This Participation Agreement for Merchant Processing Services ("Agreement") is entered into between ("Customer") Cobb County Board of Commissioners, SunTrust Merchant Services, L.L.C. ("STMS"), and SunTrust Bank ("Bank") as of (date) \_\_\_\_\_ . STMS and Bank are collectively referred to as "Servicers".

WHEREAS, on November 17, 2017 [date] Servicers entered into a Master Services Agreement with the Office of the State Treasurer for the provision of bankcard, charge card and debit card acceptance, processing, settlement and support services ("Services"); and

WHEREAS, the terms of the Master Services Agreement require Servicers to provide Services pursuant to the Master Services Agreement **and any subsequent revisions**, to certain authorized State of Georgia government agencies, commissions, departments, boards, authorities, bureaus, institutions, and local government entities("Customer"); and

WHEREAS, the Cobb County Board of Commissioners is an Authorized State of Georgia Customer and desires to receive Services pursuant to the Merchant Card Services Agreement;

NOW THEREFORE, The parties to this Agreement hereby agree as follows:

1. Customer is an Authorized State of Georgia Participant, as defined above, and has received the approval of the Georgia Office of the State Treasurer to participate under the Master Services Agreement.
2. Servicers hereby agree to provide Services to the Customer pursuant to the terms and conditions of the Master Services Agreement which are incorporated herein by reference. The specific optional Services selected by Customer ("Product Addenda") and to be performed by Servicers include: \_\_\_\_\_.
3. Customer acknowledges receipt of a copy of the Master Services Agreement (including the Operating Guide attachment) and agrees to be bound by the terms and conditions therein.
4. Customer agrees that by executing this Agreement it shall be responsible for all CUSTOMER obligations set forth in the Master Services Agreement, including payment of all fees and assumption of all financial obligations related to the Services received by Customer.
5. Upon termination of the Master Service Agreement, Customer must negotiate a separate contract with Servicers in order to continue to receive Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date set forth above.

\_\_\_\_\_  
(Customer Name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**SunTrust Merchant Services, L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SunTrust Bank**  
(By First Data Merchant Services LLC under limited power of attorney)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 24.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** William Volckmann, Director/Comptroller  
**DATE:** January 28, 2020

### **PURPOSE**

To adopt a Resolution to levy an ad valorem tax to repay the Cobb County School District Short-Term Construction Notes, Series 2020.

### **BACKGROUND**

On January 16, 2019, the Cobb County Board of Education adopted a Resolution approving the issuance of, and awarding the bid for, Cobb County School District Short-Term Construction Notes, Series 2020 (the "Notes"), supplementing the Resolution adopted by the Board of Education on December 12, 2019 authorizing issuance of the Notes in an aggregate principal amount not to exceed \$100,000,000. The Notes are expected to be repaid from the proceeds of a 1% sales and use tax for educational purposes that was approved by the voters in Cobb County on March 21, 2017 (the "Special Educational Sales Tax"). The Board of Education fully expects that the collections of the Special Educational Sales Tax will be sufficient to repay the Notes on December 16, 2020. However, by law the Board of Education is required to recommend to the Board of Commissioners the levy of an ad valorem tax to repay the Notes in the event that the Special Educational Sales Tax collections and other lawfully available moneys of the School District are insufficient to repay the Notes. The Board of Commissioners similarly is required by law to levy such ad valorem tax. The School District issued short-term notes in calendar years 1998, 1999, 2000, 2001, 2002, 2004, 2005, 2006, 2007, 2011, 2018, and 2019 and the Board of Commissioners approved similar resolutions at the time of the issuance of those notes.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

There is no funding required at this time.

## **RECOMMENDATION**

The Board of Commissioners adopt a Resolution to levy an ad valorem tax to repay the Cobb County School District Short-Term Construction Notes, Series 2020 in the event that the special educational sales tax proceeds and other funds of the Cobb County School District are not sufficient to repay such notes, and authorize the Chairman to execute any necessary documents.

## **ATTACHMENTS**

1. Tax Levy Resolution - Cobb Notes 2020



**A RESOLUTION OF THE COBB COUNTY BOARD OF COMMISSIONERS FOR THE PURPOSE OF LEVYING TAXES SUFFICIENT TO PROVIDE FOR THE PAYMENT OF THE COBB COUNTY SCHOOL DISTRICT (GEORGIA) SHORT-TERM CONSTRUCTION NOTES, SERIES 2020, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$99,260,000 AND THE INTEREST THEREON, AND FOR OTHER PURPOSES:**

**WHEREAS**, pursuant to Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and a resolution adopted on December 12, 2019, as supplemented on January 16, 2020 (as so supplemented, the “Board of Education Resolution”) by the Board of Education of Cobb County (the “Board of Education”), for and on behalf of the Cobb County School District (the “School District”), the Board of Education authorized obtaining a temporary loan in the principal amount of \$99,260,000 for the purpose of providing moneys to pay or to be applied toward the cost of the current expenses of acquiring, constructing, equipping and upgrading various school facilities and improvements of the School District and to pay the expenses incident thereto incurred by the School District during the calendar year 2020; and

**WHEREAS**, in the Board of Education Resolution the Board of Education has recommended to the Board of Commissioners of Cobb County the levy of an ad valorem tax on all property in the School District sufficient to pay the principal of and interest on the Notes (hereinafter defined) in the event the proceeds of a 1% sales and use tax for educational purposes (as identified more fully in the Board of Education Resolution, the “Special Educational Sales Tax”) and other available funds of the School District are insufficient to repay the Notes; and

**WHEREAS**, based on the Board of Education’s recommendation, it is mandatory by law upon the Board of Commissioners of Cobb County to levy an ad valorem tax within the 20 mill limit prescribed by law upon all property subject to taxation within the School District, which

School District embraces all the territory comprising Cobb County, except the area embraced within the independent school system of the City of Marietta, Georgia, to the extent necessary to produce moneys in an amount sufficient, together with any other funds of the School District lawfully available for such purpose including, without limitation, proceeds of the Special Educational Sales Tax, to provide for the payment of the principal of and interest on the Notes as the same become due and payable.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Cobb County, and it is hereby resolved by authority of same, that for the purpose of paying the principal of and interest on the \$99,260,000 principal amount of Cobb County School District (Georgia) Short-Term Construction Notes, Series 2020 (the “Notes”), as same become due and payable, there will be levied an ad valorem tax within the 20 mill limit prescribed by law on all property subject to taxation within the School District to the extent necessary to produce moneys sufficient, together with any other funds of the School District lawfully available for such purpose including, without limitation, proceeds of the Special Educational Sales Tax, to provide for the payment on December 16, 2020 of the following amounts:

<u>Principal</u>	<u>Interest</u>	<u>Total</u>
\$99,260,000	\$1,742,564.44	\$101,002,564.44

which moneys are hereby irrevocably pledged and appropriated to the payment of the principal and interest on the Notes.

**BE IT FURTHER RESOLVED** by the authority aforesaid, and it is hereby resolved by authority of the same, that all resolutions, if any, in conflict with this resolution, be and the same are hereby repealed.

**SO ADOPTED** this January 28, 2020.

**COBB COUNTY, GEORGIA**

By: \_\_\_\_\_  
Michael H. Boyce, Chairman,  
Board of Commissioners of Cobb County

Attest:

\_\_\_\_\_  
Pamela L. Mabry, County Clerk

**COUNTY CLERK'S CERTIFICATE**

**GEORGIA, COBB COUNTY**

I, Pamela L. Mabry, Clerk of the Board of Commissioners of Cobb County, **DO HEREBY CERTIFY** that the foregoing is a true and correct copy of a resolution duly adopted by the said Board of Commissioners at an open public meeting duly called and lawfully assembled on January 28, 2020, in connection with the issuance of \$99,260,000 principal amount of Cobb County School District (Georgia) Short-Term Construction Notes, Series 2020, the original of which resolution being duly recorded in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control.

**WITNESS** my hand and the official seal of the Board of Commissioners Cobb County, this January 28, 2020.

---

County Clerk

**(S E A L)**



## Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 25.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** William Volckmann, Director/Comptroller  
**DATE:** January 28, 2020

### **PURPOSE**

To adopt a resolution adopting all budget amendments set forth in agenda items on this date.

### **BACKGROUND**

Georgia Law, O.C.G.A. §36-81-3(b), requires each unit of local government to operate under an annual balanced budget adopted by ordinance or resolution. Cobb County Code 2-49 provides for revisions to the adopted budget during the year only by formal action of the commission in a regular meeting.

In an official opinion dated February 24, 1999, the Attorney General of the State of Georgia concluded that all amendments to the budgets of local governments must be adopted by ordinance at each meeting when the amendments are approved by the Board of Commissioners.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners adopt a resolution adopting all budget amendments set forth in agenda items on this date.

### **ATTACHMENTS**

1. 01282020 Resolution

COBB COUNTY BOARD OF COMMISSIONERS

RESOLUTION

ADOPTING ALL BUDGET AMENDMENTS  
SET FORTH IN AGENDA ITEMS ON THIS DATE

WHEREAS, Georgia Law, O.C.G.A. § 36-81-3 (b), requires each unit of government to operate under an annual balanced budget adopted by ordinance or resolution; and

WHEREAS, Cobb County Code 2-49 provides for revisions to the adopted budget during the year only by formal action of the commission in a regular meeting; and

WHEREAS, in official opinion date February 24, 1999, the Attorney General of the State of Georgia concluded that all amendments to the budgets of local government must be adopted by ordinance or resolution;

NOW, THEREFORE, BE IT RESOLVED the Cobb County Board of Commissioners does hereby adopt all such budget amendments as are set forth in agenda items which are adopted by the Board of Commissioners without change this date, as well as other such budget amendments as shall be specifically detailed in motions adopted by the Board of Commissions this date.

This 28<sup>th</sup> of January 2020



## County Clerk

Pam Mabry, County Clerk

Districts All

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Item No. 26.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Pam Mabry, County Clerk

**DATE:** January 28, 2020

### **PURPOSE**

To approve minutes.

### **BACKGROUND**

N/A

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners approve the minutes from following meetings:

January 13, 2020 - Agenda Work Session

January 14, 2020 - BOC Regular

January 21, 2020 - BOC Comp Plan Hearing (submitted Under Separate Cover)

### **ATTACHMENTS**

1. 01132020 Agenda Work Session
2. 011420 BOC Regular

**MINUTES OF AGENDA WORK SESSION  
COBB COUNTY BOARD OF COMMISSIONERS  
JANUARY 13, 2020**

The Cobb County Board of Commissioners attended an Agenda Work Session on Monday, January 13, 2020, in the third-floor conference room, 100 Cherokee Street, Marietta, Georgia, for the purpose of receiving information and participating in discussion regarding the January 14, 2020, BOC Agenda. Present and comprising a quorum of the Board were:

Chairman Mike Boyce  
Commissioner Keli Gambrill  
Commissioner Bob Ott  
Commissioner JoAnn Birrell  
Commissioner Lisa Cupid

**1. CALL TO ORDER – CHAIRMAN BOYCE**

Chairman Boyce called the meeting to order at 10:00 a.m.

No official action was taken by the Board.

**2. MOTION TO CONDUCT EXECUTIVE SESSION TO DISCUSS LEGAL MATTERS**

MOTION: Motion by Ott, second by Birrell, to **approve** the call of an Executive Session to discuss legal matters.

VOTE: **ADOPTED 5-0**

**3. ADJOURNMENT**

The meeting was adjourned into Executive Session at 10:17 a.m.

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Pamela L. Mabry  
County Clerk  
Cobb County Board of Commissioners



**MINUTES OF REGULAR MEETING  
COBB COUNTY BOARD OF COMMISSIONERS  
JANUARY 14, 2020  
9:00 AM**

The Regular Meeting of the Cobb County Board of Commissioners was held on Tuesday, January 14, 2020, at 9:00 a.m. in the second-floor public meeting room in the Cobb County Building, Marietta, Georgia. Present and comprising a quorum of the Board were:

Chairman Mike Boyce  
Commissioner JoAnn Birrell  
Commissioner Lisa Cupid  
Commissioner Keli Gambrill  
Commissioner Bob Ott

**CALL TO ORDER**

Chairman Boyce called the meeting to order at 9:05 a.m.

**PRESENTATIONS**

1. **To present a proclamation to United States Senator Johnny Isakson in recognition of his years of public service to Georgia and the nation.**

*Clerk's Note: The Presentation to Senator Isakson was presented later in the agenda, prior to the Property Management Regular tab.*

The Board presented the following proclamation to United States Senator Johnny Isakson in recognition of his years of public service to Georgia and the nation:

**WHEREAS:** Johnny Isakson graduated from the University of Georgia in 1966 and served in the Georgia Air National Guard from 1966 to 1972 leaving with the rank of staff sergeant. He began his successful business career in 1967 when he opened the first Cobb County office of a small, family-owned real estate business, Northside Realty, which grew into the largest independent residential real estate brokerage company in the southeast and one of the largest in America; and

**WHEREAS:** Senator Johnny Isakson entered politics in 1974 and served for 17 years in the Georgia legislature in both the House and Senate. He was elected in 1999 to the U.S. House for the first of three terms. In 2004, he was elected to his first term in the U.S. Senate, and he won re-election in 2010 and 2016. In 2016 he became the first Georgia Republican ever to be elected to a third term in the U.S. Senate. Senator Isakson holds the distinction of being the only Georgian ever to have been elected to the State House, State Senate, U.S. House and U.S. Senate; and

**WHEREAS:** Senator Isakson served on five key U.S. Senate committees in the 116th Congress. He was selected to serve as Chairman of the Senate Committee on Veterans' Affairs where he focused on improving the quality and timeliness of care at Department of Veterans Affairs health facilities across the country. Senator Isakson served on the Select Committee on Ethics since 2007. He was Vice Chair of that committee from 2009 to 2014 and served as Chairman since 2015. Senator Isakson also served as a member of the Senate Committees on Finance, Foreign Relations, and Health, Education, Labor and Pensions. He worked to shape foreign policy as well as health care, tax and fiscal policies to help more Americans succeed; and

**WHEREAS:** Senator Isakson has always been a friend to Cobb County. In December 2016, the roadway commonly known as the Johnson Ferry bridge, was officially named "*U.S. Senator Johnny Isakson Bridge*" in honor of the Senator's distinguished career in public service. The senator regularly used the bridge as part of his commute from his Cobb home to his office in Sandy Springs; and

**WHEREAS:** Senator Isakson and his wife Dianne have been married over 51 years; they have three children and nine grandchildren. Senator Isakson and Dianne reside in Marietta and attend Mount Zion United Methodist Church, where Isakson taught sixth grade Sunday school for 30 years; now

**THEREFORE:** We, the Cobb County Board of Commissioners, do hereby honor Senator Johnny Isakson and thank him for his four decades of dedicated public service to Georgia and the nation. He is a fine example of a true leader, patriot and a public servant.

This, the 14<sup>th</sup> day of January, 2020.

**PUBLIC COMMENT**

1. Julie Carrik addressed the Board regarding Henderson Park.
2. Jacquelyn Bettadaper addressed the Board regarding the proposed precinct changes.
3. Sara Ghaznz addressed the Board regarding East Cobb.
4. Caroline Holko addressed the Board regarding the proposed precinct changes.
5. Dr. Ben Williams addressed the Board regarding the South Cobb Redevelopment Authority.
6. Lance Lamberton addressed the Board regarding the Flex Bus system.
7. Sheila Edwards addressed the Board regarding South Cobb.

**CONSENT AGENDA**

Motion by Boyce, second by Birrell, to **approve** the following items on the Consent Agenda, *as revised; with the following exceptions:* and **authorize** execution of the necessary documents by the appropriate County personnel.

- Item 23 - Cobb Works, which was withdrawn from this agenda. (See item 23 of these minutes)
- Item 24 - Cobb Works, which was withdrawn from this agenda. (See item 24 of these minutes)

*Clerks Note: Motion by Cupid, second by Ott, to **pull** the following items from the Consent Agenda and hear as Regular Items.*

- *Items 13, 14 and 15 - Elections (See items 38-40 of these minutes)*

VOTE: ADOPTED 5-0

**District Attorney**

**2. To authorize the creation of a Court Support Supervisor, grade 20, position within the District Attorney's Office.**

To **authorize** the creation of a Court Support Supervisor, grade 20, position within the District Attorney's Office; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Decrease Expenditure:	010-015-0145-8820 (Undesignated Contingency)	\$82,500.00
Increase Expenditure:	010-170-8750-6012 (Salaries)	\$56,615.27
	010-170-8750-6032 (Disability)	\$ 203.81
	010-170-8750-6034 (FICA)	\$ 4,331.05
	010-170-8750-6036 (Medical)	\$ 4,929.35
	010-170-8750-6038 (Life Ins)	\$ 226.46
	010-170-8750-6044 (Retirement)	\$13,915.97
	010-170-8750-6045 (Defined Cont.)	\$ 1,132.30
	010-170-8750-6052 (Workers' Comp)	\$ 742.79
	010-170-8750-6054 (Dental)	\$ 403.00
		<b>\$82,500.00</b>

Water System

3. **To approve Change Order No. 1 (final) to the construction contract with C. W. Matthews Contracting Co., Inc. for utility improvements work associated with Atlanta Road Bridge and Orchard Road Bridge Replacement Over I-285, Program No. W4335.**

To **approve** Change Order No. 1 (final) to the construction contract with C. W. Matthews Contracting Co., Inc., a savings to the project in the amount of \$136,549.14, for Atlanta Road Bridge and Orchard Road Bridge Replacement Over I-285, Program No. W4335; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

No additional funding is required for the Water System's Atlanta Road Bridge and Orchard Road Bridge Replacement Over I-285, Program No. W4335.

Decrease Encumbrance:

GAE 510051215301	510-500-5757-8260	W4335-C	\$136,549.14
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Transfer from:

Atlanta Road Bridge and Orchard Road Bridge Replacement Over I-285

Construction	510-500-5757-8260	W4335-C	\$136,549.14
Interest Expense on Retainage	510-500-5757-6613	W4335-A	\$ 2,437.79
Contingency	510-500-5757-8810	W4335-T	<u>\$ 13,247.44</u>
Total			\$152,234.37

Transfer to:

Miscellaneous State Roadway Improvements

Preliminary Estimates	510-500-5757-8005	W4701-Z	\$152,234.37
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4. **To approve a construction contract with IPR Southeast, LLC, for FY19 Storm Drain Rehabilitation, 470 Timberlea Lake Drive, Program No. SW1907.**

To **approve** a construction contract with IPR Southeast, LLC, in the amount of \$143,200.00, for FY19 Storm Drain Rehabilitation, 470 Timberlea Lake Drive, Program No. SW1907; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the Water System's CIP Budget as follows:

Transfer from:

Stormwater Multi-Year Budget

Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$143,200.00
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Transfer to:

FY19 Storm Drain Rehabilitation,  
 470 Timberlea Lake Drive

Drainage Contract R&M Service	510-500-5758-6496	SW1907-C	\$143,200.00
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5. **To approve a construction contract with D & H Construction Company, for Hiram-Lithia Springs Road Phase 2 Water Main Replacement, Program No. W2376.**

To **approve** a construction contract with D & H Construction Company, in the amount of \$1,284,429.25, for Hiram-Lithia Springs Road Phase 2 Water Main Replacement, Program No. W2376; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the Water System's CIP Budget as follows:

Transfer from:

Unidentified New/Replacement Water Mains

Preliminary Estimates	510-500-5754-8005	W1503-Z	\$1,318,319.25
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Transfer to:

Hiram-Lithia Springs Road Phase 2 Water Main Replacement

Construction	510-500-5754-8260	W2376-C	\$1,284,429.25
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Interest Expense on Retainage	510-500-5754-6613	W2376-A	\$ 3,210.00
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Materials & Supplies	510-500-5754-8265	W2376-M	\$ 5,000.00
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Contingency	510-500-5754-8810	W2376-T	\$ 25,680.00
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Total			\$1,318,319.25
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6. **To approve Change Order No. 1 (final) to the construction contract with Tippins Contracting Co., Inc. for Elizabeth Acres Water Main Replacement, Program No. W2333.**

To **approve** Change Order No. 1 (final) to the construction contract with Tippins Contracting Co., Inc., a savings to the project in the amount of \$45,428.21, for Elizabeth Acres Water Main Replacement, Program No. W2333; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

No additional funding is required for the Water System's Elizabeth Acres Water Main Replacement, Program No. W2333.

Decrease Encumbrance:

GAE 510041117401	510-500-5754-8260	W2333-C	\$45,428.21
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Transfer from:

Elizabeth Acres Water Main Replacement

Construction	510-500-5754-8260	W2333-C	\$45,428.21
Interest Expense on Retainage	510-500-5754-6613	W2333-A	\$ 1,127.81
Materials & Supplies	510-500-5754-8265	W2333-M	\$10,508.03
Contingency	510-500-5754-8810	W2333-T	<u>\$ 440.00</u>
Total			\$57,504.05

Transfer to:

Unidentified New/Replacement Water Mains

Preliminary Estimates	510-500-5754-8005	W1503-Z	\$57,504.05
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7. **To approve a construction contract under the Stormwater Management Unit Price contract with Chatfield Contracting, Inc. for a project in the vicinity of 380 Sarsen Trail, Program No. SW2049.**

To **approve** a construction contract under the Stormwater Management Unit Price contract with Chatfield Contracting, Inc., in the amount of \$152,873.60, for a project in the vicinity of 380 Sarsen Trail, Program No. SW2049; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the Water System’s CIP Budget as follows:

Transfer from:

Stormwater Multi-Year Budget

Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$152,873.60
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Transfer to:

380 Sarsen Trail

Drainage Contract R&M Service	510-500-5758-6496	SW2049-C	\$152,873.60
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**Transportation**

8. **To authorize advertisement for and conduct of a public hearing prior to expending funds of \$100,000.00 or more to employ independent consulting firms for Master Task Order Contracts for Professional Services, and authorize issuance of a Request for Proposals to secure these services.**

To **authorize** advertisement for and conduct of a public hearing prior to expending funds of \$100,000.00 or more to employ independent consulting firms for Master Task Order Contracts for Professional Services; and **further authorize** issuance of a Request for Proposals to secure these services.

Public Services Agency

PARKS

9. **To approve a contract with Bartow Paving Company, Inc. for construction services related to the installation of additional vehicular parking at Harrison Park.**

To **approve** a contract with the Bartow Paving Company, Inc. in an amount not to exceed \$356,880.53, for construction services related to the installation of additional vehicular parking at Harrison Park, **authorize** the corresponding budget transactions, and **further authorize** the Chairman to execute the necessary documents.

Funding is available with the following budget transfers:

Transfer from:	010-105-3200-8110 (Renovation of Buildings)	\$18,440.26
Transfer from:	010-105-3200-8475 (Recreational Equipment)	\$18,440.27
Transfer from:	010-105-3200-8005 (Preliminary Estimates)	\$320,000.00
Transfer to:	010-105-3200-8024 (Land Improvements - Depreciating)	\$356,880.53

Senior Services

10. **To authorize the application for and acceptance of a grant from the Thanks Mom & Dad Grant Fund.**

To **authorize** the application for and acceptance of a grant from the Thanks Mom & Dad Grant Fund in the amount of \$6,000.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding will be available in the Grant Fund with the following budget appropriation:

Increase Revenue:	270-300-G697-4508 (Local Grants)	\$6,000.00
Increase Expenditure:	270-300-G697-6392 (In-House Training)	\$1,850.00
	270-300-G697-6155 (Education & Training Materials)	\$ 150.00
	270-300-G697-6166 (Food & Service Supplies)	\$2,000.00
	270-300-G697-6258 (Accountable Equipment)	\$2,000.00



**Solid Waste**

11. **To approve an amendment to the Transfer station Lease and Operating Agreement with the Advanced Disposal Services Cobb County Transfer Station, LLC.**

To **approve** an amendment to the contract with Advanced Disposal Services Cobb County Transfer Station, LLC., that will allow Advanced Disposal to increase to the tipping fee charged to low volume “in-County” residential customers from \$7.00 to \$10.00 in a form substantially similar to that presented and as approved by the County Attorney’s Office.

**Elections**

12. **To adopt a resolution setting the qualifying fees for each county office to be filled in 2020 and to authorize the Director of Elections to publish such fees in the legal organ prior to February 1, 2020.**

To **adopt** a resolution setting the qualifying fees for each county office to be filled in 2020; and **authorize** the Director of Elections to publish such fees in the legal organ prior to February 1, 2020.

Funding for advertising the qualifying fees is included in the Elections budget.

13. **To authorize the division of Dobbins 01 precinct in order to form the Dobbins 02 precinct.**

This item was withdrawn from the Consent Agenda and heard as a Regular item. (See item 38 of these minutes)

14. **To authorize the division of Bells Ferry 03 precinct in order to form the Bells Ferry 04 precinct.**

This item was withdrawn from the Consent Agenda and heard as a Regular item. (See item 39 of these minutes)

**15. To authorize the division of Smyrna 3A precinct in order to form the Smyrna 3B precinct.**

This item was withdrawn from the Consent Agenda and heard as a Regular item. (See item 40 of these minutes)

**Support Services Agency**

**Support Services Administration**

**16. To authorize the sale of certain real property located in Land Lot 444, 17th District, 2nd Section situated at the intersection of Atlanta Road and Pat Mell Road in Smyrna, Georgia not required for County purposes to Parklane Capital II, LLC, through the brokerage firm of McWhirter Realty Partners.**

To **authorize** the sale of certain county-owned property located in Land Lot 444, 17th District, 2nd Section situated at the intersection of Atlanta Road and Pat Mell Road in Smyrna, Georgia no longer required for County purposes to Parklane Capital II, LLC, through the brokerage firm of McWhirter Realty Partners, in the amount of \$150,000.00, pursuant to the terms of the attached Purchase and Sale Agreement; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Property was initially acquired as a condemnation associated with the 1994 SPLOST TIP. Proceeds up to the initial acquisition cost will be returned to the DOT TIP Fund for additional SPLOST approved expenditures.

Increase Revenue:	340-050-7512-D12A-4944-D12A0-R	(Sale of Salvage Property)	\$150,000.00
Increase Expenditure	340-050-7512-D12A-8741-D12A0-R	Right-of-Way Appropriations)	\$150,000.00

**Information Services**

17. **To approve the proposed Technology and Social Media policies and standards and to approve the Conduct and Performance Policy which has been reformatted to reference the new Information Technology Policy and associated standards.**

To **approve** the proposed policies and standards regarding Technology and Social Media; and **approve** the reformatted Conduct and Performance Policy which references these new policies. A copy of the approved policies are attached and made a part of these minutes.

**Purchasing**

18. **To approve revisions to the current Policy on Procurement and Contract Management as adopted by the Board of Commissioners on July 8, 1997, revised August 12, 2003, September 23, 2008, and revised and renamed July 24, 2012.**

To **approve** revisions to the current Policy on Procurement and Contract Management as adopted by the Board of Commissioners on July 8, 1997, revised August 12, 2003, September 23, 2008, and revised and renamed July 24, 2012. A copy of the approved policy is attached and made a part of these minutes.

**Public Safety Agency**

**Fire Department**

19. **To authorize the acceptance of a donation from the Georgia Firefighter's Burn Foundation, Inc. for Fire and Life Safety Education and Prevention programs and supplies.**

To **authorize** the acceptance of a donation from the Georgia Firefighter's Burn Foundation, Inc., in the amount of \$5145.01, for Fire and Life Safety Education and Prevention programs and supplies; and **further authorize** the related appropriations.

Increase Revenue	270-130-G264-4506 (Other Local Revenue)	\$5,145.01
Increase Expenditure	270-130-G264-6155 (Educational Materials & Supplies)	\$5,145.01

**911 Emergency Communications**

**20. To authorize the re-purposing of funds for a 911 workstation switch upgrade and redundancy for Technology Improvements.**

To **authorize** the re-purposing of funds, in the amount of \$298,492.73, for technology improvements to include the 911 workstation switch upgrade and redundancy for Technology Improvements; **authorize** the budget transfers; and **further authorize** the chairman to execute the necessary documents.

Transfer from:	380-130-4614-Z4614-8676	(Professional Services)	\$298,492.73
Transfer to:	380-130-TBD-TBD-8676	(Professional Services)	\$298,492.73

**Community Development**

**21. To review a summary of the appeal hearing conducted by the License Review Board on December 19, 2019 for RaceTrac Petroleum, Inc. d/b/a RaceTrac #2558.**

To **affirm** the decision of the License Review Board, following the review of the summary of the appeal hearing of December 19, 2019 to **approve** the application for a beer, wine and Sunday sales package license for RaceTrac Petroleum, Inc. d/b/a RaceTrac #2558, 15 Windy Hill Rd., SW, Marietta, GA 30060, Dan VJ DuMoulin, licensee.

**Finance**

**22. To adopt a resolution adopting all budget amendments set forth in agenda items on this date.**

To **adopt** a resolution adopting all budget amendments set forth in agenda items on this date. A copy of said resolution is attached and made a part of these minutes.

CobbWorks

23. Withdrawal of request to accept grant funds from the Technical College Systems of Georgia to provide employment and training services to the Youth Program through CobbWorks, Inc.

This item was withdrawn from the Agenda.

24. Withdrawal of request to accept grant funds from the Technical College Systems of Georgia to provide employment and training services to the Youth Program through CobbWorks, Inc.

This item was withdrawn from the Agenda.

County Clerk

25. To approve minutes

To **approve** the minutes from the following meetings:

- December 16, 2019 - Agenda Work Session
- December 16, 2019 - BOC Regular
- December 17, 2019 - BOC Zoning

CONSENT VOTE: **ADOPTED 5-0**

**REGULAR AGENDA**

**Transportation**

26. **To approve Change Order No. 1 (final) to the contract with C.W. Matthews Contracting Company, Inc., for Interstate North Parkway Roadway Restoration, Project. No. W4412, CCDOT Contract No. 001071.**

Motion by Ott, second by Birrell, to **approve** Change Order No. 1 (final) to the contract with C.W. Matthews Contracting Company, Inc., a savings to the project in the amount of \$29,589.42, for Interstate North Parkway Roadway Restoration, Project No. W4412, CCDOT Contract No. 001071; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

A savings to the Water System's CIP Budget, as follows:

Decrease GAE 51010081910:	510-500-5756-6520-W4412-C	Water Line R&M Service	\$29,589.42
Transfer from:	Interstate North Roadway Restoration 510-500-5756-6520-W4412-C	Water Line R&M Service	\$29,589.42
Transfer to:	Miscellaneous County Roadway Improvements 510-500-5756-8005-W4702-Z	Preliminary Estimates	\$29,589.42

**VOTE: ADOPTED 5-0**

**27. To approve Change Order No. 1 (final) to the contract with Baldwin Paving Company, Inc., for bridge replacement on Macedonia Road over Noses Creek, Project No. X2114, CCDOT Contract No. 001282.**

Motion by Cupid, second by Gambrell, to **approve** Change Order No. 1 (final) to the contract with Baldwin Paving Company, Inc., a savings to the project in the amount of \$367,297.87, for bridge replacement on Macedonia Road over Noses Creek, Project No. X2114, CCDOT Contract No. 001282; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34709111831:	347-050-X210-X210-8762-X2114-C	Turnkey Construction	\$260,702.45
Transfer from:	347-050-X210-X210-8762-X2114-C	Turnkey Construction	\$260,702.45
Transfer to:	347-050-X210-X210-8761-X2114-C	Preliminary Estimate	\$260,702.45

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Bridges and Culverts.

Macedonia Road over Noses Creek is an eligible project/program under the Infrastructure Preservation – Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 11). Macedonia Road over Noses Creek improvements include the replacement of the deficient bridge.

A savings to the Water System DOT Projects - Relocate Lines Adopted CIP Budget, with the following budget transfers:

Decrease GAE 51009111831:	510-500-5756-8260-W4383-C	Turnkey Construction	\$106,595.42
Transfer from:	Macedonia Road/Noses Creek Bridge Water Main		
	510-500-5756-8260-W4383-C	Construction	\$106,595.42
	510-500-5756-6613-W4383-A	Interest Expense- Retainage	\$ 360.00
	510-500-5756-8265-W4383-M	Material and Supplies	\$ 1,000.00
	510-500-5756-8810-W4383-T	Contingency	<u>\$ 2,850.00</u>
		Total:	\$110,805.42
Transfer to:	DOT Projects - Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimates	\$110,805.42

**VOTE: ADOPTED 5-0**

28. **To approve Change Order No. 1 (final) to the contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, for Phase 3 demolition of two condominiums for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001488.**

Motion by Ott, second by Birrell, to **approve** Change Order No. 1 (final) to the contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, a savings to the project in the amount of \$15,831.25, for Phase 3 demolition of two condominiums located at Forest Ridge Condominiums for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001488; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34707231930:	347-050-X240-X240-8751-X2401-R	Structure Removal	\$15,831.25
Transfer from:	347-050-X240-X240-8751-X2401-R	Structure Removal	\$15,831.25
Transfer to:	347-050-X240-X240-8741-X2401-R	Preliminary Estimate	\$15,831.25

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Thoroughfare and Mobility Improvements.

Windy Hill Road/Terrell Mill Road Connector is an eligible project/program under the Congestion Relief and Mobility Improvements - Thoroughfare and Mobility Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 21). Windy Hill Road/Terrell Mill Road Connector improvements include a new four-lane roadway.

**VOTE: ADOPTED 5-0**



**29. To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq., on one parcel on Factory Shoals Road (Harmony Leland and Clay Elementary Schools), Phase 2, Project No. X2807.**

Motion by Cupid, second by Gambrill, to **determine** that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq.; authorize the commencement of condemnation proceedings on one parcel on Factory Shoals Road (Harmony Leland and Clay Elementary Schools), Phase 2, Project No. X2807; **adopt** a Resolution and Order in form substantially similar to that presented, and as approved by the County Attorney’s Office; and **further authorize** the Chairman to execute the necessary documents.

**VOTE: ADOPTED 5-0**

**30. To approve a Memorandum of Agreement with Cobb County-Marietta Water Authority for relocation of a waterline facility for Kennesaw Mountain Pedestrian Improvements, Cobb County Project No. X2404.**

Motion by Gambrill, second by Cupid, to **approve** a Memorandum of Agreement with Cobb County-Marietta Water Authority, in an amount not to exceed \$1,475,000.00, for relocation of a waterline facility for Kennesaw Mountain Pedestrian Improvements, Cobb County Project No. X2404; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Appropriate receipt of revenue from Cobb County-Marietta Water Authority to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Increase Revenue:	347-050-X240-X240-4506-X2404-C	Other Local Revenue	\$1,475,000.00
Increase Expenditure:	347-050-X240-X240-8761-X2404-C	Preliminary Estimate	\$1,475,000.00

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Thoroughfare and Mobility Improvements.

Kennesaw Mountain Pedestrian Improvements, also known as Cheatham Hill Multi-Use Trail, is an eligible project/program under the Congestion Relief and Mobility Improvements - Thoroughfare and Mobility Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 21, 24). Local Match for Future Federal/State/Other Funding includes required local match for the Cheatham Hill Multi-Use Trail (Kennesaw Mountain National Battlefield Park Connector) project, to be funded by the Georgia Department of Transportation. Improvements include the addition of a multi-use trail along Cheatham Hill Road, providing access to Cheatham Hill and Kolb Farm battle sites, interpretive facilities and trailheads.

**VOTE: ADOPTED 5-0**

31. **To approve a contract with Georgia Bridge and Concrete, LLC for bridge replacement on Powers Ferry Drive over Rottenwood Creek Tributary, Project No. X2118, CCDOT Contract No. 001473.**

Motion by Ott, second by Birrell, to **approve** a contract with Georgia Bridge and Concrete, LLC, in an amount not to exceed \$631,685.64, for bridge replacement on Powers Ferry Drive over Rottenwood Creek Tributary, Project No. X2118, CCDOT Contract No. 001473; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	347-050-X210-X210-8761-X2118-C	Preliminary Estimate	\$631,685.64
Transfer to:	347-050-X210-X210-8762-X2118-C	Turnkey Construction	\$631,685.64

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Bridges and Culverts.

Powers Ferry Drive over Rottenwood Creek Tributary (previously identified as Powers Creek) is an eligible project/program under the Infrastructure Preservation - Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 12). Powers Ferry Drive over Rottenwood Creek Tributary improvements include the replacement of the deficient bridge.

VOTE: **ADOPTED 5-0**

32. **To approve Project No. X2262 to the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., for drainage system repairs on Anderson Farm Road at Powder Springs Road, CCDOT Contract No. 001276.**

Motion by Cupid, second by Gambrill, to **approve** Project No. X2262 to the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., in an amount not to exceed \$24,455.00, for drainage system repairs on Anderson Farm Road at Powder Springs Road, CCDOT Contract No. 001276; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	347-050-X220-X220-8761-X2262-C	Preliminary Estimate	\$24,455.00
Transfer to:	347-050-X220-X220-8762-X2262-C	Turnkey Construction	\$24,455.00

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Drainage System Improvements.

Anderson Farm Road at Powder Springs Road is an eligible project/program under the Infrastructure Preservation – Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

VOTE: **ADOPTED 5-0**

33. **To approve Change Order No. 1 to Resurfacing Contract 2019-2 Local Roads (South) with Bartow Paving Company, Inc., for resurfacing of County-maintained streets, Project No. X2910, CCDOT Contract No. 001393.**

Motion by Cupid, second by Gambrill, to **approve** Change Order No. 1 to Resurfacing Contract 2019-2 Local Roads (South) with Bartow Paving Company, Inc., a no-cost time extension through June 30, 2020, for resurfacing of County-maintained streets, Project No. X2910, CCDOT Contract No. 001393; and **authorize** the Chairman to execute the necessary documents.

VOTE: **ADOPTED 5-0**

**34. To approve Change Order No. 2 (final) to the contract with Glosson Enterprises, LLC for Nichols Road Sidewalk, Project No. X2703, CCDOT Contract No. 001356.**

Motion by Gambrill, second by Cupid, to **approve** Change Order No. 2 (final) to the contract Glosson Enterprises, LLC, a savings to the project in the amount of \$47,568.97, for Nichols Road Sidewalk, Project No. X2703, CCDOT Contract No. 001356; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34711131829:	347-050-X270-X270-8762-X2703-C	Turnkey Construction	\$36,818.97
Transfer from:	347-050-X270-X270-8762-X2703-C	Turnkey Construction	\$36,818.97
Transfer to:	347-050-X270-X270-8761-X2703-C	Preliminary Estimate	\$36,818.97

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Sidewalks.

Nichols Road Sidewalk is an eligible project/program under the Pedestrian Improvements – Sidewalks Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 14). Pedestrian Improvements within Commission District 1 include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity centers, multi-modal facilities (transit stops/shelters, etc.), and other congested areas, to include pedestrian bridges where needed.

A savings to the Water System DOT Projects – Relocate Lines Adopted CIP Budget, with the following budget transfers:

Decrease GAE 51011131829:	510-500-5756-6496-W5017-C	Drainage Contract R&M Service	\$10,750.00
Transfer from:	Nichols Road Sidewalk - Utility Allowance		
	510-500-5756-6496-W5017-C	Drainage Contract R&M Service	\$10,750.00
	510-500-5756-8265-W5017-M	Materials & Supplies	<u>\$ 1,000.00</u>
		Total:	\$11,750.00
Transfer to:	DOT Projects - Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$11,750.00

**VOTE: ADOPTED 5-0**

Public Services Agency

PARKS

35. To approve the presented park master plan for Kemp Family Park.

Motion by Gambrill, second by Cupid, to **approve** the presented park master plan for the property known as Kemp Family Park. A copy of the approved park master plan is attached and made a part of these minutes.

VOTE: **ADOPTED 4-1**, Commissioner Ott opposed

36. To approve the presented park master plan for the Henderson Road Property.

Motion by Cupid, second by Gambrill, to **approve** the presented park master plan for the Henderson Road Property. A copy of the approved master plan is attached and made a part of these minutes

VOTE: **ADOPTED 4-1**, Commissioner Ott opposed

Support Services Agency

Information Services

**37. To approve Change Order No. 1 to the contract with VertiQ Software LLC, for the Cobb County Medical Examiner's Case Management System, a 2016 SPLOST project, Program X0020.**

Motion by Ott, second by Birrell, to **approve** Change Order No. 1, with VertiQ Software LLC in an amount not to exceed \$61,445.00, for the Cobb County Medical Examiner's Office case management system; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the 2016 SPLOST Technology Improvements Program Fund with the following budget transfers:

Transfer from:	347-035-X002-8005-X0020-M	Preliminary Estimates	\$ 61,445.00
Transfer to:	347-035-X002-8676-X0020-M	Professional Services	\$ 61,445.00

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Technology Improvements.

The Medical Examiner Case Management System is an eligible project/program under the 2016 SPLOST. "Business Technology Transformation" is an approved project of the Support Services Technology Improvements Work Program (Cobb County 2016 SPLOST, p. 38) which includes replacement of existing applications.

SPLOST Project Summary as of January 1, 2020:

Budget: \$23,358,000.00

Expended: \$3,292,444.17

VOTE: **ADOPTED 5-0**

Elections

**38. To authorize the division of Dobbins 01 precinct in order to form the Dobbins 02 precinct.**

Motion by Boyce, second by Ott, to **authorize** a change to divide the Dobbins 01 precinct in order to form the Dobbins 02 precinct. The polling place location for Dobbins 02 will be located at Calvary Baptist Church of Smyrna, 1243 Belmont Avenue SE, Smyrna, GA 30080. The remaining portion of Dobbins 01 will continue to vote at Windy Hill Community Center, 1885 Roswell Street SE, Smyrna, GA 30080.

VOTE: **ADOPTED 4-1**, Commissioner Cupid opposed

**39. To authorize the division of Bells Ferry 03 precinct in order to form the Bells Ferry 04 precinct.**

Motion by Boyce, second by Birrell, to **authorize** the change to divide the Bells Ferry 03 precinct, Nooday Baptist Church, 4120 Canton Road, Marietta, GA 30066 and create Bells Ferry 04 precinct. The polling place location for Bells Ferry 04 will be located at Shiloh Hills Baptist Church, 75 Hawkins Store Road NW, Kennesaw, GA 30144.

VOTE: **ADOPTED 4-1**, Commissioner Cupid opposed

**40. To authorize the division of Smyrna 3A precinct in order to form the Smyrna 3B precinct.**

Motion by Boyce, second by Ott, to **authorize** the change to divide the Smyrna 3A precinct in order to form the Smyrna 3B precinct. The polling place location for Smyrna 3B will be located at Shiloh Seventh Day Adventist Church, 810 Church Street SE, Smyrna, GA 30080. The remaining portion of Smyrna 3A will continue to vote at Smyrna Community Center, 200 Village Green Circle SE, Smyrna, GA 30080.

VOTE: **ADOPTED 4-1**, Commissioner Cupid opposed

*Clerk's Note: The Presentation to Senator Isakson was presented prior to Property Management addressing the Board.*

Property Management

**41. To approve Supplemental Agreement No. 1 with John W. Spratlin and Son LLC to establish the Guaranteed Maximum Price for Construction Manager at-Risk services to build replacement Fire Station No. 7, 2016 SPLOST Program X1022, and authorize procurement of furniture, fixtures and equipment.**

Motion by Cupid, second by Gambrill, to **approve** Supplemental Agreement No.1, to the contract with John W. Spratlin and Son LLC, in the amount of \$5,979,650.00, to establish the Guaranteed Maximum Price of \$6,524,927.00, for Construction Manager at-Risk services to build replacement Fire Station No. 7, located at 850 Hurt Road, Austell, 2016 SPLOST Program X1022; **authorize** procurement through the Purchasing Department of furniture, fixtures, and equipment not to exceed \$550,000.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available with the following Fire Fund, fund balance appropriation and interfund transfer to 2016 SPLOST:

Increase Revenue:	230-130-1000-4980 (Fund Balance Appropriation)	\$4,013,308.32
Increase Expenditure:	230-130-1000-6594 (Transfers Out)	\$4,013,308.32
Increase Revenue:	347-130-X102-4960 (Interfund-In)	\$4,013,308.32
Increase Expenditure:	347-130-X102-8125-X1022-C (New Buildings & Struc)	\$3,463,308.32
	347-130-X102-6258-X1022-O (FFE)	\$ 550,000.00

Increase GAE 34710081939 in the amount of \$5,979,650.00

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Public Safety improvements.

The relocation of Fire Station No. 7 is an eligible capital improvement project/program under the 2016 SPLOST and is an approved project of the Public Safety Improvements (Cobb County 2016 SPLOST, p.28) which provides for improvements to facilities and equipment.

SPLOST Project summary as of 12/31/2019\*

Budget: \$3,900,000.00

Expended: \$789,427.02

\*Total project includes additional non-SPLOST funding

**VOTE: ADOPTED 5-0**



**42. To approve Supplemental Agreement No. 1 with Catamount Constructors, Inc., to establish the Guaranteed Maximum Price for the new Fleet Car Service facility, 2016 SPLOST Program X0911.**

Motion by Boyce, second by Ott, to **approve** Supplemental Agreement No.1, in the amount of \$4,778,632.00, to the contract with Catamount Constructors, Inc., to establish the Guaranteed Maximum Price, in the amount of \$5,547,390.00, for the new Fleet Car Service facility, 2016 SPLOST Program X0911; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available with the following transfers:

Transfer from:	347-110-X091-8005-X0911-A	(Prelim Est)	\$ 4,067,313.00
	347-110-X092-8110-X0924-A	(PM Paving)	\$ 100,000.00
	010-110-111-3640-8110	(PM Capital Reno)	\$ 611,319.00
Transfer to:	347-110-X091-8125-X0911-C	(Const Exps – New Const)	\$4,778,632.00
Increase GAE 34705141951 in the amount of			\$4,778,632.00

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Countywide Improvements.

The construction of a new Fleet Car Service facility is an eligible capital improvement project/program under the 2016 SPLOST and is an approved project of the Support Services Improvements Work Program (Cobb County 2016 SPLOST, p.37) which provides for construction of facilities and equipment, inter alia, the Fleet Car Service facility.

SPLOST Project summary as of 12/31/2019\*

Budget: \$5,292,463.00

Expended: \$294,957.00

\*Total project includes additional non-SPLOST funding

**VOTE: ADOPTED 5-0**

**APPOINTMENTS**

**43. To announce the appointment of Mitchell Rivera to the Airport Advisory Board.**

Commissioner Ott **announced** the appointment of Mitchell Rivera to the Airport Advisory Board for the term balance to expire on December 31, 2020. This appointment will replace Brian Newsome.

**44. To announce the reappointment of Connie Taylor to the Public Library Board of Trustees.**

Chairman Boyce **announced** the reappointment of Connie Taylor to the Public Library Board of Trustees for a three-year term to expire December 31, 2022.

**45. To announce the Commissioner assignments and Vice Chairman for 2020.**

Chairman Boyce **announced** the following 2020 Commissioner assignments and Vice Chairman for 2020:

**Commissioner Keli Gambrill - District 1**

1. Public Services Agency
2. Communications Department

**Commissioner Bob Ott - District 2**

1. Support Services Agency
2. Water & Sewer Agency
3. Medical Examiner

**Commissioner JoAnn Birrell - District 3**

1. Public Safety Agency
2. Finance Department
3. Airport Advisory Board

**Commissioner Lisa Cupid - District 4**

1. Community Development Agency
2. Cobb Travel and Tourism
3. Human Resources Department

**Chairman Mike Boyce**

1. Transportation Agency
2. Internal Audit
3. All Elected Officials
4. Judicial System (All Courts)

Commissioner JoAnn Birrell to serve as the Vice Chairman for the year 2020.

**ADJOURNMENT**

The meeting was adjourned at 10:53 a.m.

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Angela Cunningham  
Deputy County Clerk  
Cobb County Board of Commissioners

UNOFFICIAL



## **BOC Chair**

Michael H. Boyce, Chairman

All Districts

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**Item No. 27.**

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Michael H. Boyce, Chairman

**DATE:** January 28, 2020

### **PURPOSE**

To recommend the appointment of the Water System Agency Director.

### **BACKGROUND**

I am pleased to present a recommendation from the County Manager Rob Hosack of Ms. Judy B. Jones to be appointed to the position of Water System Agency Director. Ms. Jones' career experience has included more than 25 years of experience in multiple roles in the Cobb County Water System, most recently serving as Deputy Director since 2013.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners approve the appointment of Ms. Judy B. Jones as the Water System Agency Director effective February 1, 2020.

### **ATTACHMENTS**

1. Recommendation Memo




## COBB COUNTY MANAGER'S OFFICE

100 Cherokee Street, Suite 300  
Marietta, Georgia 30090-7000  
Phone: (770) 528-2600 Fax: (770) 528-2606  
robert.hosack@cobbcounty.org

Rob Hosack  
County Manager

### MEMORANDUM

**TO:** Chairman Mike Boyce

**FROM:** Rob Hosack  
County Manager 

**DATE:** January 13, 2020

**SUBJECT:** Appointment of the Water System Agency Director

I would like to recommend the appointment of Ms. Judy Jones as the Water System Agency Director. Ms. Jones has over 25 years' experience with the Cobb County Water System. She began her career in 1993 as a Project Engineer and since 2013 has served as Deputy Director. Additionally, Ms. Jones is a registered Professional Engineer (P.E.) and has been responsible for the successful completion of several multi-million dollar projects during her career.

Interviews with selected candidates were completed with Dr. Jackie McMorris, Deputy County Manager; Tony Hagler, Human Resources Director; and myself. After discussions with the committee it was determined that Ms. Jones is the best suited candidate to lead the Cobb County Water System. Therefore, I recommend Ms. Judy B. Jones be appointed to be the Water System Agency Director.



## Transportation

Erica Parish, Director

District 4

Item No. 28.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** January 28, 2020

### **PURPOSE**

To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq., on one parcel on Timber Trail at South Gordon Road, Project No. X2248.

### **BACKGROUND**

Drainage System Improvements is an approved component in the 2016 SPLOST Transportation Improvements Program (TIP).

Timber Trail is classified as a Local Street on the Cobb County Major Thoroughfare Plan. The project scope includes replacement of the failing 24-inch storm drain pipe running parallel with Timber Trail, and replacement of a 48-inch storm drain crossing Timber Trail, to include surrounding curb and gutter. Existing catch basins will also be replaced, along with construction of a new headwall and placement of new pavement.

Additional rights-of-way are needed to construct this project. Right-of-way funding for this project is available in the 2016 SPLOST TIP Fund approved budget.

Negotiations with the property owner are ongoing; however, in order to ensure project deadlines are met, the Department is requesting condemnation approval by the Board of Commissioners in the event negotiations are unsuccessful, and the Land Acquisition Review Committee, consisting of the Department's Development Services, Right-of-Way and Construction staff, and the County's Legal personnel, recommend condemnation actions be filed.

Under appropriate circumstances, as are more fully set forth under the provisions of O.C.G.A. §32-3-4, the County is authorized to acquire real property interests by the Declaration of Taking method for reasons including, but not limited to, a desire for judicial ascertainment of all issues pertaining to the acquisition.

### **IMPACT STATEMENT**

N/A

## **FUNDING**

N/A

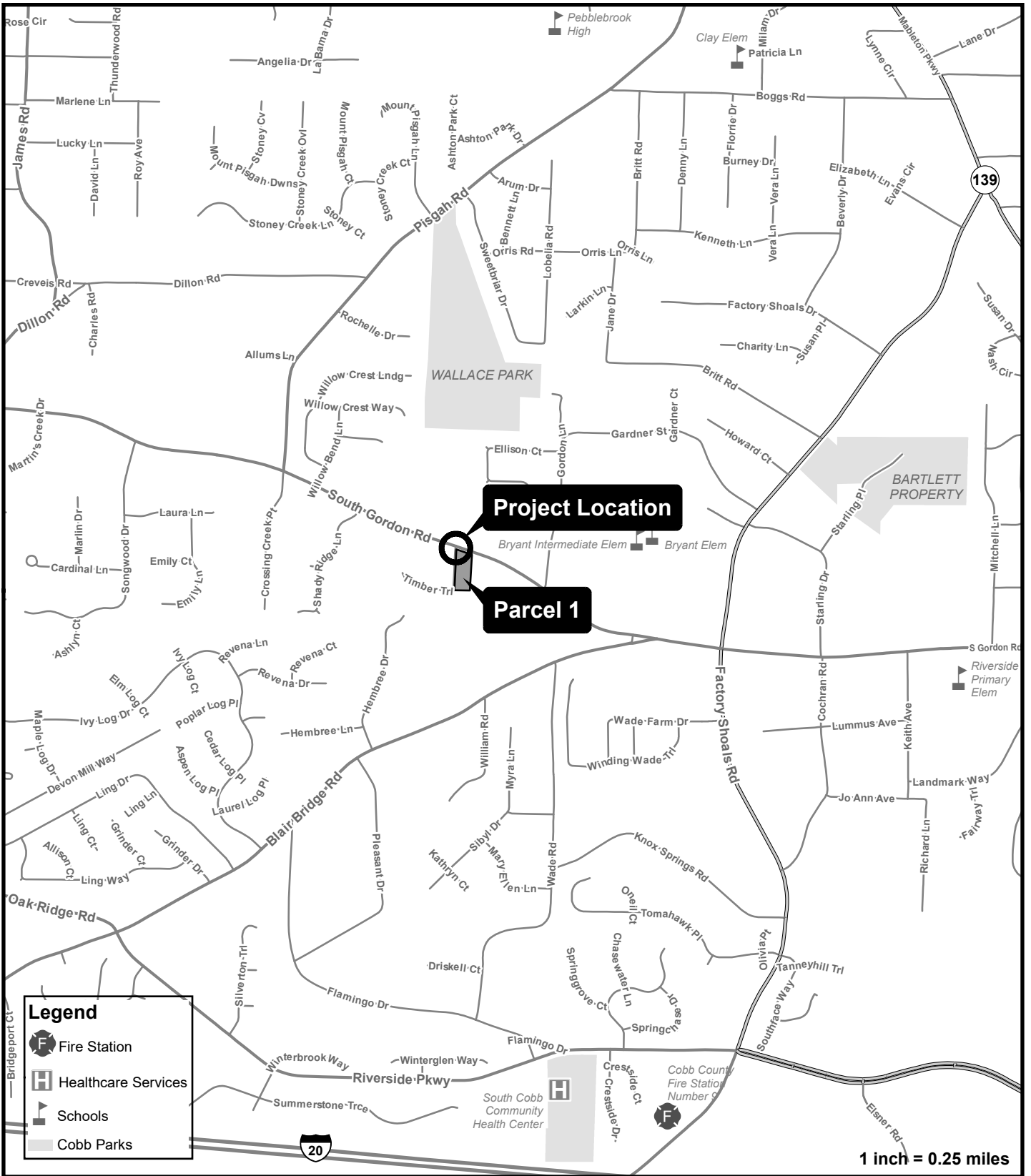
## **RECOMMENDATION**

The Board of Commissioners determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq.; authorize the commencement of condemnation proceedings on one parcel on Timber Trail at South Gordon Road, Project No. X2248; adopt a Resolution and Order in form substantially similar to the attached and as approved by the County Attorney's Office; and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Location Map
2. Resolution and Attachment 1 for Parcel 1

# LOCATION MAP



**Legend**

- Fire Station
- Healthcare Services
- Schools
- Cobb Parks

1 inch = 0.25 miles



Department of Transportation

**PROJECT:**  
**Timber Trail at South Gordon Road Drainage**  
**Project No. X2248**

**DATE:** January 28, 2020



Notes: Commission District 4



**APPENDIX “A” TO EXHIBIT “A”**

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 449.106 SQUARE FEET OF FEE SIMPLE RIGHT-OF-WAY, BEING PROJECT PARCEL NO. 1, TAX PARCEL NO. 18038300110, 18<sup>th</sup> DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Estate of Johnnie W. Shelly, Jr., et al, being project parcel no. 1, tax parcel no. 18038300110, 18<sup>th</sup> District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Estate of Johnnie W. Shelly, Jr., et al, being project parcel no. 1, tax parcel no. 18038300110, 18<sup>th</sup> District, Second Section of Cobb County, Georgia pursuant to Project No. X2247 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

COBB COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Michael H. Boyce, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk, Cobb County Board of Commissioners

(SEAL)

# ATTACHMENT 1

<b>PROJECT NAME:</b>	<b>Timber Trail at South Gordon Road Drainage Repair</b>
<b>PROJECT NUMBER:</b>	<b>X2247</b>
<b>PARCEL NUMBER:</b>	<b>1</b>
<b>PROPERTY OWNER:</b>	<b>Estate of Johnnie W. Shelly, Jr., et al. 908 Pueblo Place Lilburn, GA 30047</b>
<b>TAX PARCEL I.D. NUMBER :</b>	<b>18038300110</b>
<b>ACQUISITION:</b>  <b>Fee Simple Right-of-Way:</b>	  <b>449.106 square feet (0.008% of total tract)</b>
<b>APPROXIMATE REMAINING PROPERTY:</b>	<b>1.29 Acres</b>
<b>LOCATION OF STRUCTURE:</b>	<b>N/A</b>
<b>CONTACTS:</b> <b>First:</b> <b>Last:</b>	<b>July 1, 2019</b> <b>January 23, 2020</b>
<b>ACQUISITION AGENT:</b>	<b>Becky Graham</b>
<b>ZONING:</b> <b>HIGHEST &amp; BEST USE:</b>	<b>Residential</b> <b>Residential</b>
<b>MISCELLANEOUS:</b>	<b>Negotiations to acquire the required right-of-way and easements from the property owner are underway. In order to obtain clear title to the required right-of-way, condemnation authority is requested.</b>

\*January 28, 2020



## Transportation

Erica Parish, Director

Districts 3, 4

Item No. 29.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** January 28, 2020

### PURPOSE

To approve a contract with Glosson Enterprises, LLC for 2019 Countywide Americans with Disabilities Act Compliant Sidewalks, Project No. X2782, CCDOT Contract No. 001277.

### BACKGROUND

Sidewalks is an approved component in the 2016 SPLOST Transportation Improvements Program.

The 2019 Countywide Americans with Disabilities Act (ADA) Compliant Sidewalks project will include sidewalk and pedestrian ramp improvements within Commission Districts 3 and 4 to ensure compliance with ADA Standards.

On February 13, 2018, the Board of Commissions approved the 2018 Countywide Unit Price Contracts. In an effort to ensure the most competitive pricing possible, current Unit Price Contractors were given the opportunity to offer quotes for this project, reflecting current market conditions.

Quotes were received on January 7, 2020, from the following companies:

<u>Company</u>	<u>Quote Amount</u>
Glosson Enterprises, LLC	\$215,294.00
Excellere Construction, LLC	\$244,200.00
Butch Thompson Enterprises, Inc.	\$272,501.45

The low quote of \$215,294.00 received from Glosson Enterprises, LLC was reviewed and found to be reasonable and responsive. The completion date for this project is 90 consecutive days from issuance of the Notice to Proceed.

The Board previously approved another contract with Glosson Enterprises, LLC on September 24, 2019, in an amount not to exceed \$212,370.00, for ADA Compliant Sidewalks within Commission Districts 1 and 2.

**IMPACT STATEMENT**

N/A

**FUNDING**

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	347-050-X270-X270-8761-X2700-C	Preliminary Estimate	\$215,294.00
Transfer to:	347-050-X270-X270-8762-X2782-C	Turnkey Construction	\$215,294.00

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Sidewalks.

2019 Countywide Americans with Disabilities Act Compliant Sidewalks is an eligible project/program under the Pedestrian Improvements – Sidewalks Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 14). Pedestrian Improvements (funding category divided equally by District) throughout the County include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity centers, multi-modal facilities (transit stops/shelters, etc.), and other congested areas, to included pedestrian bridges where needed.

**RECOMMENDATION**

The Board of Commissioners approve a contract with Glosson Enterprises, LLC, in an amount not to exceed \$215,294.00, for 2019 Countywide Americans with Disabilities Act Compliant Sidewalks, Project No. X2782, CCDOT Contract No. 001277; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. 2019 Countywide ADA Compliant Sidewalks - Commission Districts 3 and 4

**2019 COUNTYWIDE ADA COMPLIANT SIDEWALKS**  
**PROJECT NO. X2782 – Commission Districts 3 and 4**

<b>District 3 Locations</b>
Shallowford Road at Gordy Parkway West
Town Park Lake at Village Park Drive
Talimore Circle at Talimore Court
3025 Davis Road
Sandy Plains Road at Walker Drive
2795 Hembree Road
2805 Hembree Road
2835 Hembree Road
Hembree Road North of Timber Bluff Drive
2915 Hembree Road
New Chastain Road at Chastain Glen Lane
Gordy Parkway Across from Aquatic Center
2777 Carillon Xing
North Booth Road at Junction Drive
Junction Drive at W Station Drive
Junction Drive at Station Lane
161 Drury Lane
50 Cedar Valley Drive
51 Cedar Valley Drive
2985 Wendy Lane
2995 Wendy Lane
Wendy Lane and Wendover Street
Wendy Lane and Creekpark Drive
Janice Drive

<b>District 4 Locations</b>
555 Rolling Meadows Drive
5429 Stirrup Way
2321 Cross Creek Drive
County Services Parkway at Austell Road
2016 Leatherleaf Court
2705 Chelwick Drive
1952 Seabury Court
2261 Rock Creek Drive
2664 Olive Springs Road
109 - 131 Church Road
198 Longleaf Drive
Longleaf Drive and Timberly Drive
3972 Brantley Drive
7085 Felton Lane



**Transportation**  
Erica Parish, Director  
District 2

---

**Item No. 30.**

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Erica Parish, Director  
**DATE:** January 28, 2020

**PURPOSE**

To approve a contract with CMES, Inc., for bridge replacement on Woodland Brook Drive over Gilmore Creek, Project No. X2120, CCDOT Contract No. 001126.

**BACKGROUND**

Woodland Brook Drive over Gilmore Creek (previously identified as Vinings Branch) is an approved project in the Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements Program.

The project consists of a complete replacement of the deficient bridge, located on Woodland Brook Drive over Gilmore Creek, with a box culvert.

The Invitation to Bid was advertised in the *Marietta Daily Journal* on November 22 and 29, 2019, and on December 6 and 13, 2019. Bids were received on December 19, 2019, from the following companies:

<u>Company</u>	<u>Bid Amount</u>
CMES, Inc.	\$ 973,355.25
Hitson Construction, Inc.	\$ 994,640.00
Georgia Bridge and Concrete, LLC	\$1,178,694.08
Tidwell Construction Company	\$1,245,264.75
Massana Construction, Inc.	\$1,415,593.00

The low bid of \$973,355.25 from CMES, Inc., was reviewed and found to be reasonable and responsive. Bid tabulation consists of \$890,743.25 in roadway costs and \$82,612.00 in Water System costs. The completion date for this project is September 1, 2020.

**IMPACT STATEMENT**

N/A

**FUNDING**

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	347-050-X210-X210-8761-X2120-C	Preliminary Estimate	\$890,743.25
Transfer to:	347-050-X210-X210-8762-X2120-C	Turnkey Construction	\$890,743.25

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Bridges and Culverts.

Woodland Brook Drive over Gilmore Creek (previously identified as Vinings Branch) is an eligible project under the Infrastructure Preservation - Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 12). Woodland Brook Drive over Gilmore Creek (previously identified as Vinings Branch) improvements include the replacement of the deficient bridge with a box culvert.

Available in the Water System DOT Projects - Relocate Lines Adopted CIP Budget, with the following budget transfers:

Transfer from:	DOT Projects – Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$89,262.00
Transfer to:	Woodland Brook over Gilmore Creek		
	510-500-5756-8260-W4395-C	Construction	\$82,612.00
	510-500-5756-8265-W4395-M	Materials and Supplies	\$ 5,000.00
	510-500-5756-8810-W4395-T	Contingency	<u>\$ 1,650.00</u>
		Total:	\$89,262.00

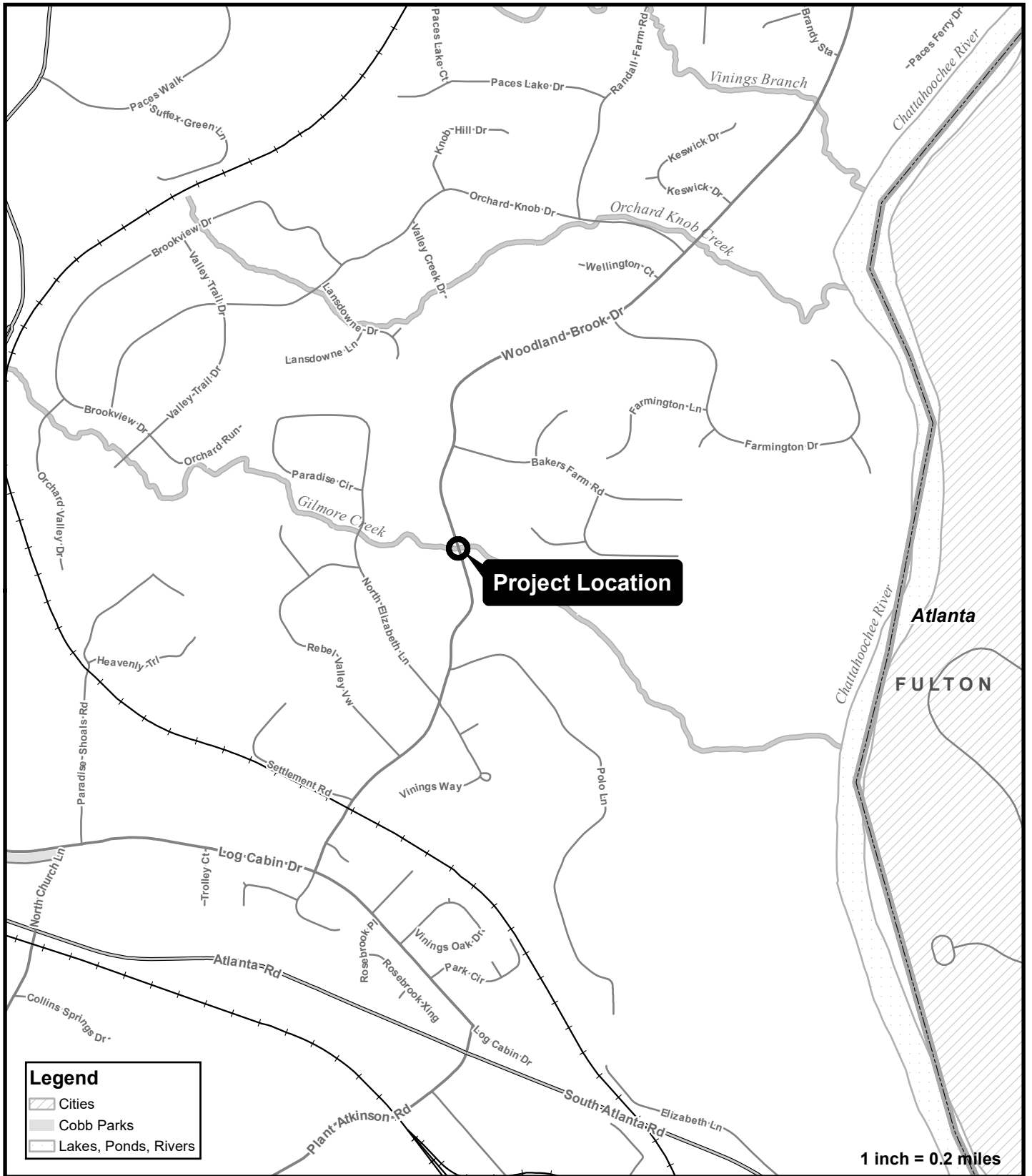
**RECOMMENDATION**

The Board of Commissioners approve a contract with CMES, Inc., in an amount not to exceed \$973,355.25, for bridge replacement on Woodland Brook Drive over Gilmore Creek, Project No. X2120, CCDOT Contract No. 001126; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map

# LOCATION MAP



**Legend**

- Cities
- Cobb Parks
- Lakes, Ponds, Rivers

1 inch = 0.2 miles



Department of Transportation

**PROJECT:**  
**Woodland Brook Drive over Gilmore Creek**  
**Project No. X2120**

DATE: January 28, 2020



Notes: Commission District 2





## Transportation

Erica Parish, Director

District 3

Item No. 31.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** January 28, 2020

### PURPOSE

To approve Change Order No. 1 (final) to the contract with W.E. Contracting Company, Inc., for demolition of two structures on Kennesaw Avenue for construction of Old 41 Highway, Project No. X2609, CCDOT Contract No. 000943.

### BACKGROUND

Old 41 Highway is an approved roadway safety and operational improvements project in the 2016 SPLOST Transportation Improvements Program.

The project consists of roadway safety and operational improvements on Old 41 Highway, from Kennesaw Avenue to Stilesboro Road. Old 41 Highway improvements include conversion of existing intersections to roundabouts. Additional improvements may be included as they are identified.

Construction of this project required demolition of two structures located at 968 Kennesaw Avenue and 972 Kennesaw Avenue. Due to the age of these buildings, an asbestos survey was performed which identified asbestos at both properties. Asbestos was removed by Spectrum Analytical prior to demolition of the structures.

On October 8, 2019, the Board of Commissioners approved a contract with W. E. Contracting Company, Inc., (WEC) for demolition of the two structures on Kennesaw Avenue for construction of Old 41 Highway.

### **Details for action requested are as follows:**

Demolition is complete and Change Order No. 1 (final) to the contract with WEC, a savings to the project in the amount of \$25,054.40, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with WEC.

Original Contract	\$58,335.00
<b>Change Order No. 1</b>	<b><u>(\$25,054.40)</u></b>
<b>Revised Contract</b>	<b>\$33,280.60</b>

**IMPACT STATEMENT**

N/A

**FUNDING**

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34710081926: 347-050-X260-X260-8751-X2609-R Structure Removal \$25,054.40

Transfer from: 347-050-X260-X260-8751-X2609-R Structure Removal \$25,054.40

Transfer to: 347-050-X260-X260-8741-X2609-R Preliminary Estimate \$25,054.40

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Roadway Improvements.

Old 41 Highway is an eligible project/program under the Safety and Operational Improvements – Roadway Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 19). Old 41 Highway improvements include conversion of existing intersections to roundabouts or the relocation of White Road to align with Kennesaw Avenue.

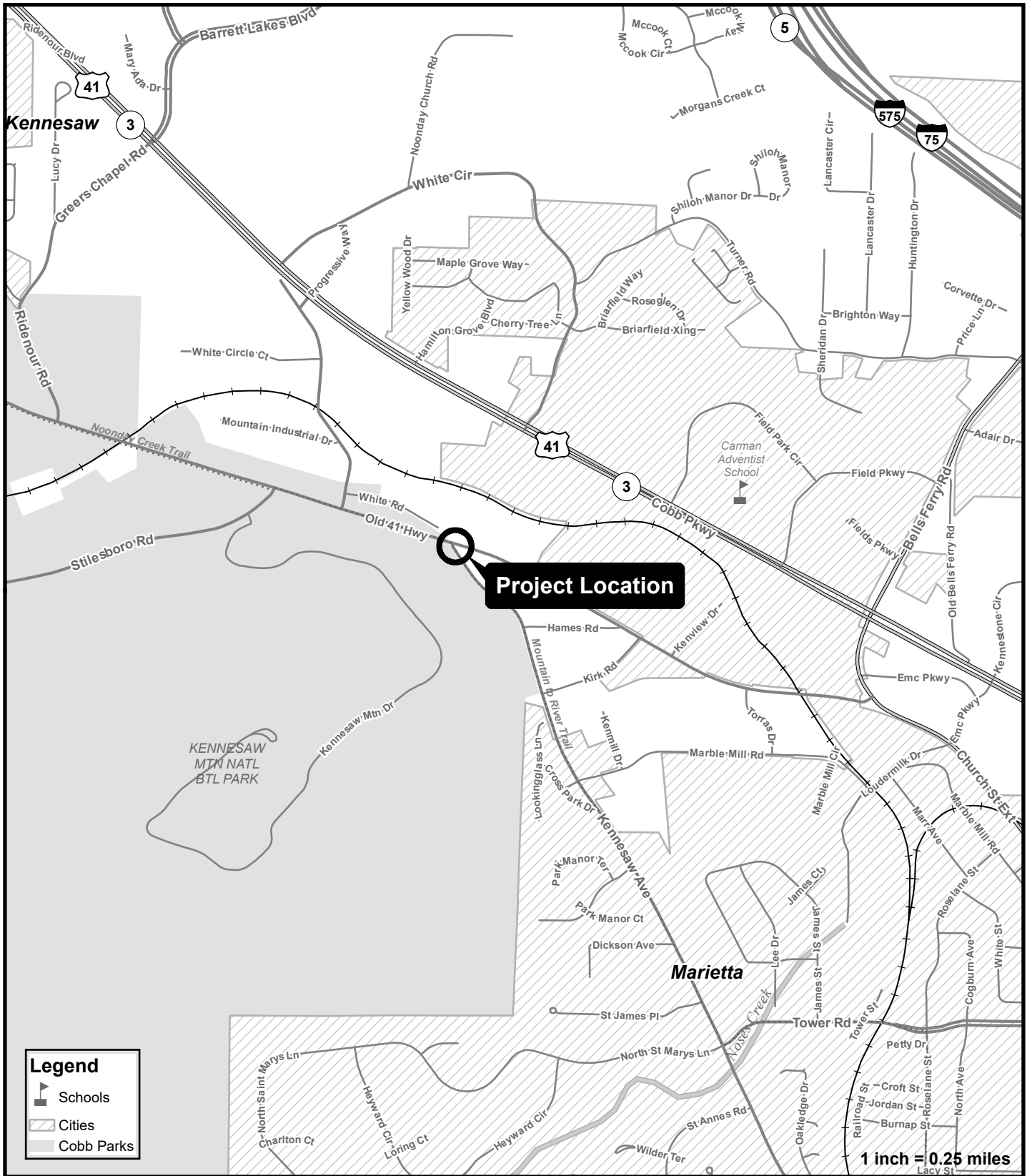
**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 (final) to the contract with W.E. Contracting, Inc., a savings to the project in the amount of \$25,054.40, for demolition of two structures located at 968 Kennesaw Avenue and 972 Kennesaw Avenue for construction of Old 41 Highway, Project No. X2609, CCDOT Contract No. 000943; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

- 1. Location Map

# LOCATION MAP



**Legend**

- Schools
- Cities
- Cobb Parks

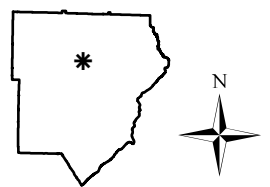
1 inch = 0.25 miles



Department of Transportation

**PROJECT:**  
**Old 41 Highway**  
**Project No. X2609**

**DATE:** January 28, 2020



Notes: Commission District 3



## Transportation

Erica Parish, Director

District 2

Item No. 32.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** January 28, 2020

### PURPOSE

To approve Change Order No. 1 (final) to the contract with Glosson Enterprises, LLC, for Beech Haven Trail Sidewalk, Project No. X2722, CCDOT Contract No. 001342.

### BACKGROUND

Beech Haven Trail Sidewalk is an approved project in the Sidewalks Component of the 2016 SPLOST Transportation Improvements Program (TIP).

This project consisted of adding a five-foot wide sidewalk and Americans with Disability Act compliant improvements on the east side of Beech Haven Trail, between Log Cabin Drive and Cumberland Parkway. The project also included construction of curb and gutter where none existed. The total project was approximately 0.5 miles in length.

On November 13, 2018, the Board of Commissioners approved a contract with Glosson Enterprises, LLC (Glosson) for Beech Haven Trail Sidewalk.

### **Details for action requested are as follows:**

Construction is complete and Change Order No. 1 (final) to the contract with Glosson, a savings to the project in the amount of \$132,216.33, is requested due to variations between the original and final quantities. The project savings will be retained in the Sidewalk Component of the 2016 SPLOST TIP Fund. These are the final changes necessary to close this contract with Glosson.

Original Contract	\$394,135.30
<b>Change Order No. 1 (final)</b>	<b><u>(\$132,216.33)</u></b>
<b>Revised Contract</b>	<b>\$261,918.97</b>

### IMPACT STATEMENT

N/A

**FUNDING**

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Decrease GAE 34711131832:	347-050-X270-X270-8762-X2722-C	Turnkey Construction	\$102,166.33
Transfer from:	347-050-X270-X270-8762-X2722-C	Turnkey Construction	\$102,166.33
Transfer to:	347-050-X270-X270-8761-X2722-C	Preliminary Estimate	\$102,166.33

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Sidewalks.

Beech Haven Trail Sidewalk is an eligible project/program under the Pedestrian Improvements – Sidewalks Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 14). Pedestrian Improvements within Commission District 2 include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity centers, multi-modal facilities (transit stops/shelters, etc.), and other congested areas, to include pedestrian bridges where needed.

A savings to the Water System DOT Projects – Relocate Lines Adopted CIP Budget, with the following budget transfers:

Decrease GAE 51011131832:	510-500-5756-6496-W5018-C	Drainage Contract R&M Svc.	\$30,050.00
Transfer from:	Beech Haven Trail Sidewalk Improvements		
	510-500-5756-6496-W5018-C	Drainage Contract R&M Svc.	\$30,050.00
	510-500-5756-8265-W5018-M	Materials and Supplies	<u>\$ 1,000.00</u>
		Total:	\$31,050.00
Transfer to:	DOT Projects - Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$31,050.00

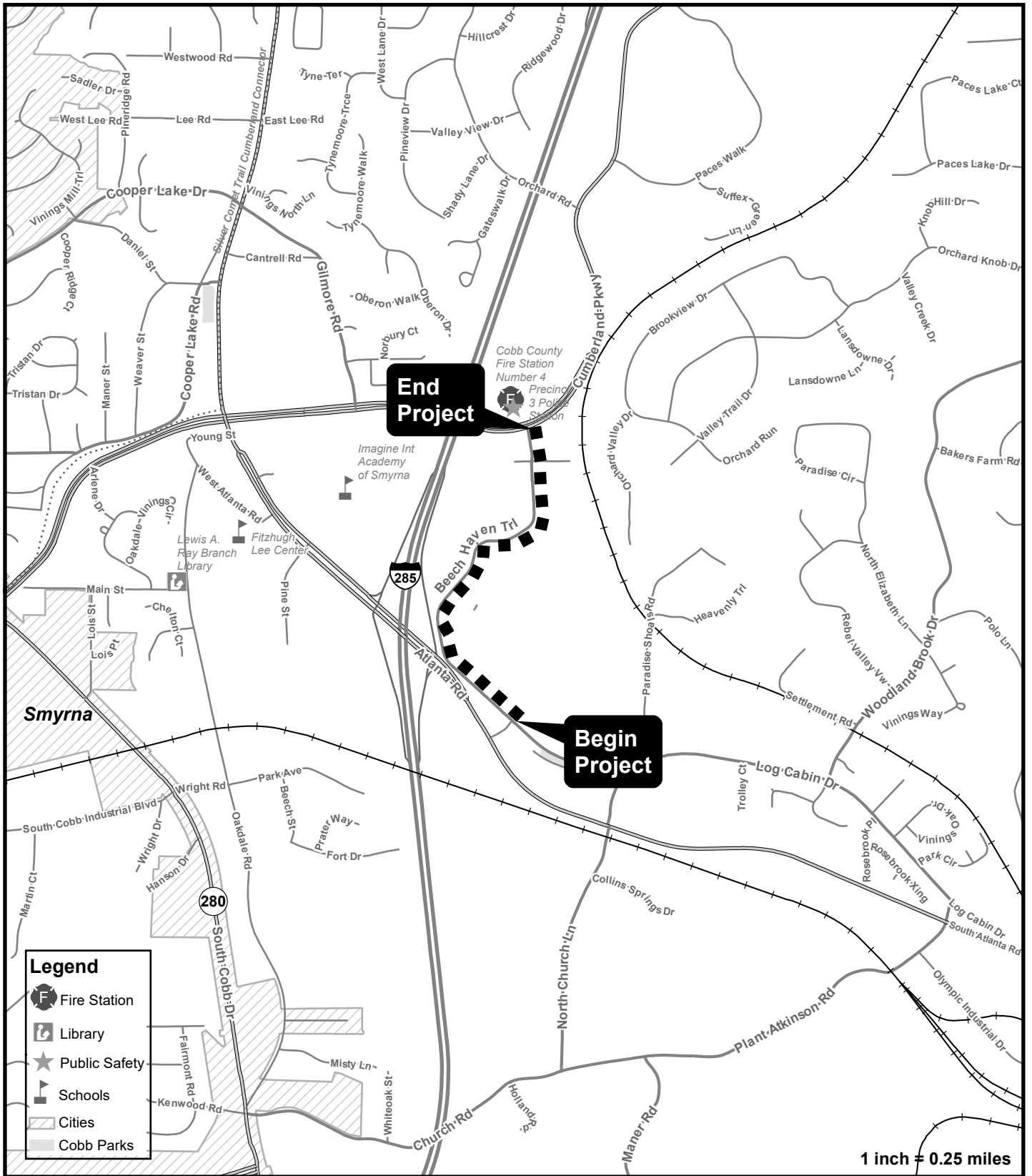
**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 (final) to the contract with Glosson Enterprises, LLC, a savings to the project in the amount of \$132,216.33, for Beech Haven Trail Sidewalk, Project No. X2722, CCDOT Contract No. 001342; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map

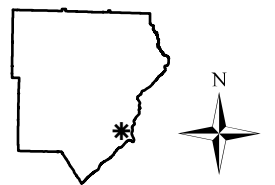
# LOCATION MAP



Department of Transportation

**PROJECT:**  
**Beech Haven Trail Sidewalk**  
**Project No. X2722**

DATE: January 28, 2020



Notes: Commission District 2



## Transportation

Erica Parish, Director

District 2

---

Item No. 33.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** January 28, 2020

### **PURPOSE**

To approve Change Order No. 1 to the contract with Massana Construction, Inc., for bridge rehabilitation on Windy Hill Road over Rottenwood Creek, Project No. E4020, CCDOT Contract No. 001478.

### **BACKGROUND**

Windy Hill Road (East), from I-75 to Powers Ferry Road, is an approved thoroughfare improvements project in the 2011 SPLOST Transportation Improvements Program.

The Georgia Department of Transportation (GDOT) conducted an inspection of the Windy Hill Road over Rottenwood Creek bridge, which is located within the project limits of the existing Windy Hill Road (East) project. The County was notified on April 8, 2019, that the GDOT bridge inspection report indicated critical repairs to the bridge were warranted.

The Windy Hill Road over Rottenwood Creek bridge rehabilitation project addresses the necessary repairs identified in the GDOT inspection report. The project includes bridge deck patching, replacement of deck joints, pile encasement, installation of polymer overlay, extension of the existing gabion wall, and installation of riprap to the existing bank.

On September 10, 2019, the Board of Commissioners approved a contract with Massana Construction, Inc. (Massana), for bridge rehabilitation on Windy Hill Road over Rottenwood Creek.

### **Details for action requested are as follows:**

The contract scope with Massana includes several items that are dependent upon specific air temperature ranges and dry weather conditions to ensure proper completion of the tasks. Due to recent weather impacts and anticipation of more unsuitable working days in the next few weeks, Massana has requested a contract time extension to allow additional time for more favorable weather conditions required to complete the contracted work.

Change Order No. 1 to the contract with Massana, a no-cost time extension revising the contract completion date from February 15, 2020 to March 30, 2020, is requested to allow for completion of the contracted work.

Original Contract	\$632,453.00
<b>Change Order No. 1</b>	<b><u>\$ 0.00</u></b>
<b>Revised Contract</b>	<b>\$632,453.00</b>

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

**RECOMMENDATION**

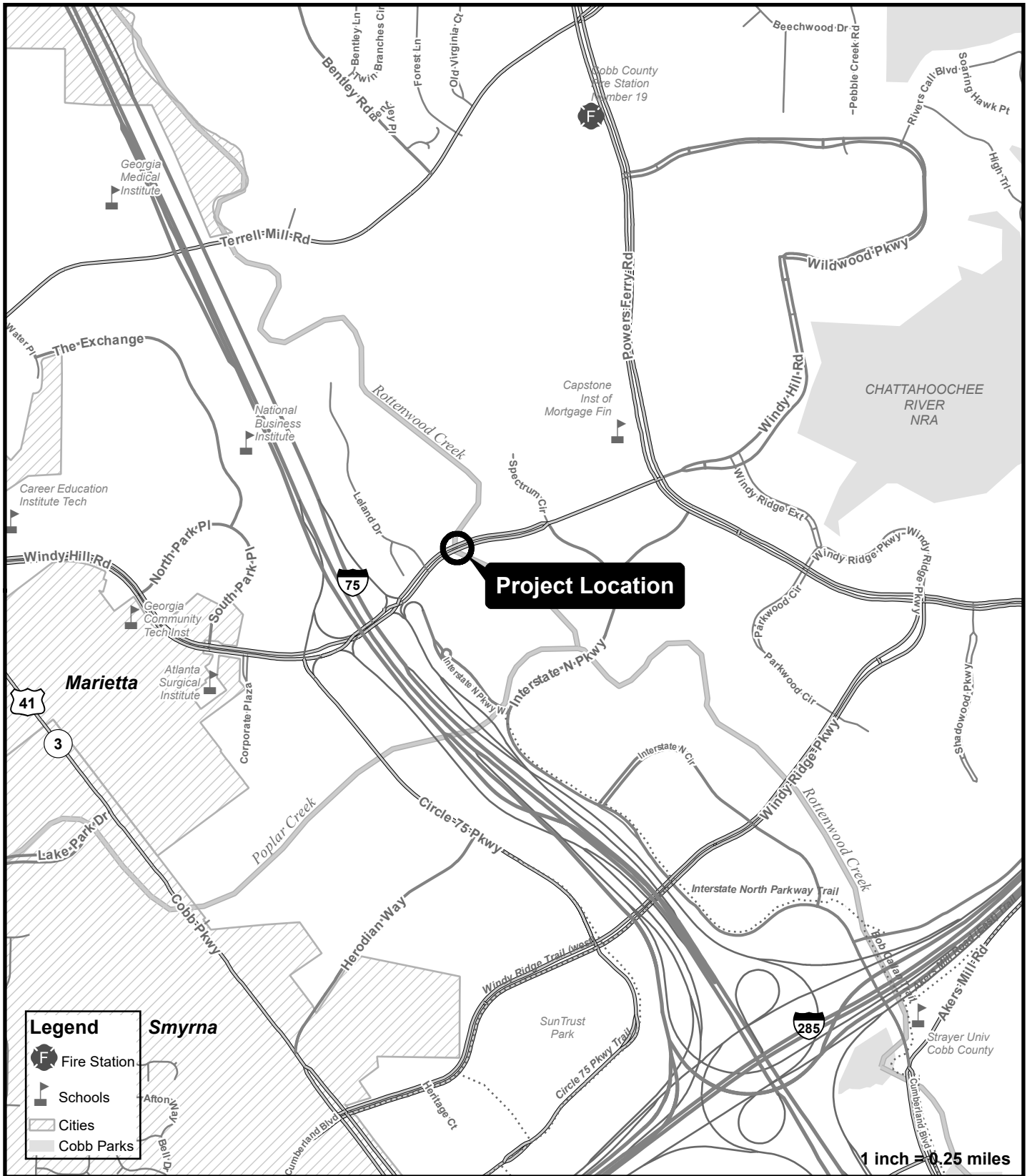
The Board of Commissioners approve Change Order No. 1 to the contract with Massana Construction, Inc., for bridge rehabilitation on Windy Hill Road over Rottenwood Creek, a no-cost time extension through March 30, 2020, Project No. E4020, CCDOT Contract No. 001478; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map



# LOCATION MAP



**Legend**

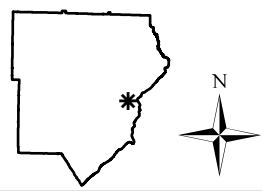
- Fire Station
- Schools
- Cities
- Cobb Parks



Department of Transportation

**PROJECT:**  
**Windy Hill Road over Rottenwood Creek**  
**Project No. E4020**

DATE: January 28, 2020



Notes: Commission District 2



## Transportation

Erica Parish, Director

District 2

---

Item No. 34.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** January 28, 2020

### **PURPOSE**

To approve an Encroachment Agreement with Colonial Pipeline Company for encroachment upon an existing utility easement located on Paces Ferry Road at New Paces Ferry Road/Paces Mill Road/Twin Lakes Drive, Project No. X2318.

### **BACKGROUND**

Paces Ferry Road at New Paces Ferry Road/Paces Mill Road/Twin Lakes Drive is an approved project in the Intersection Improvements Component of the 2016 SPLOST Transportation Improvements Program.

Project improvements consist of the addition of a left turn lane on Paces Ferry Road at New Paces Ferry Road, and the addition of concrete islands at Twin Lakes Drive. The project also includes reconstruction of three traffic signals, as well as filling in the gaps between existing sidewalks. Gaps will be filled on the south side of Paces Ferry Road, from Twin Lakes Drive to Paces Mill Road, and on the west side of New Paces Ferry Road, from Paces Ferry Road to Tanglewood Drive.

Construction activity for some improvements will encroach upon the Colonial Pipeline Company permanent easement; therefore, an agreement must be entered into by both parties for the required encroachment.

The Encroachment Agreement with Colonial Pipeline Company has been reviewed by the County Attorney's Office.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

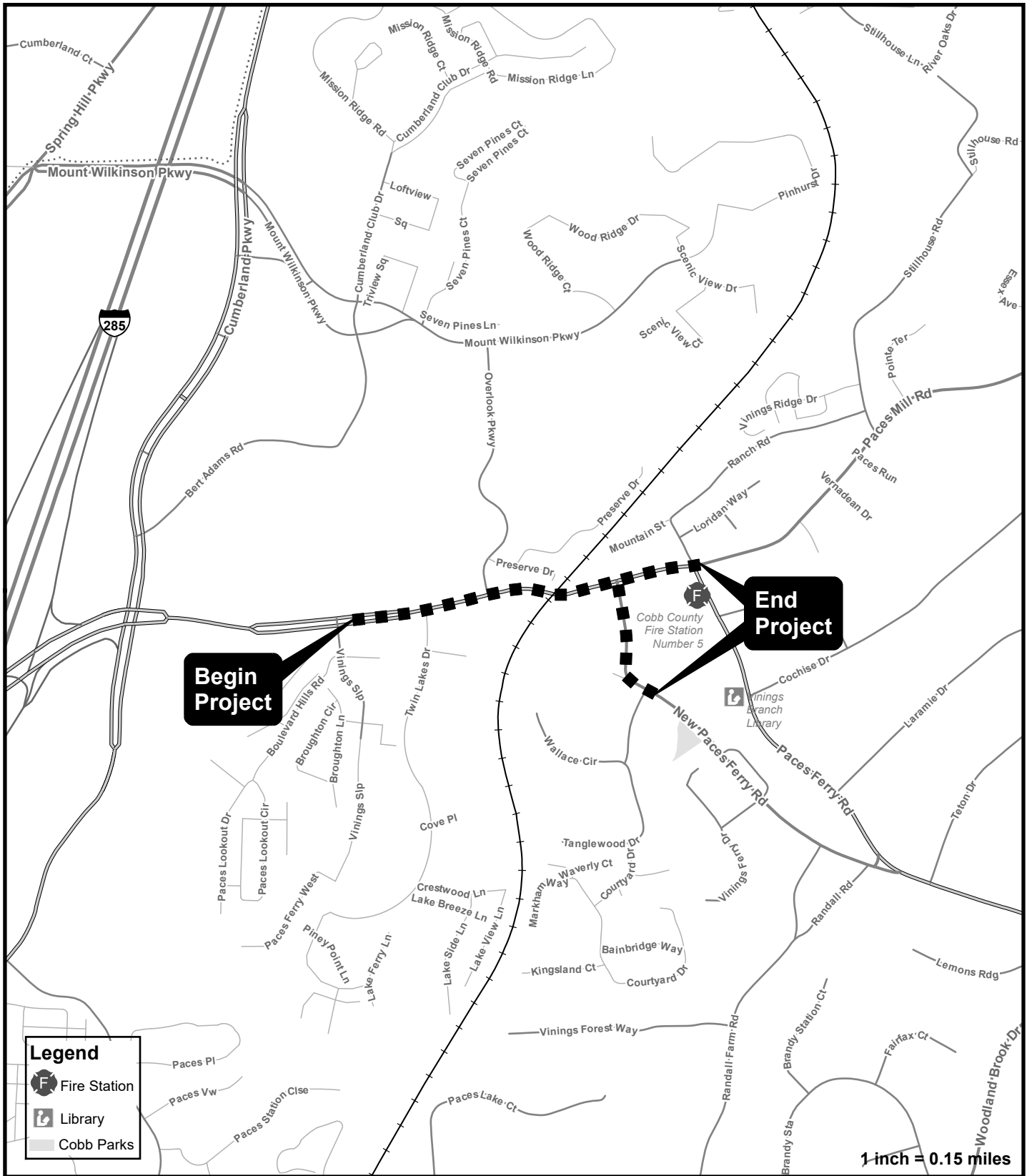
## **RECOMMENDATION**

The Board of Commissioners approve an Encroachment Agreement with Colonial Pipeline Company for encroachment upon an existing utility easement located on Paces Ferry Road at New Paces Ferry Road/Paces Mill Road/Twin Lakes Drive, Project No. X2318; and authorize the Chairman to execute the necessary documents, in a form substantially similar to the attached and as approved by the County Attorney's Office.

## **ATTACHMENTS**

1. Location Map
2. Encroachment Agreement with Colonial Pipeline Company

# LOCATION MAP



**Legend**

- Fire Station
- Library
- Cobb Parks

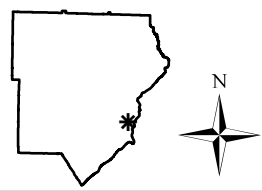
1 inch = 0.15 miles



Department of Transportation

**PROJECT:**  
**Paces Ferry Road Improvements**  
**Project No. X2318**

DATE: January 28, 2020



Notes: Commission District 2



Colonial Pipeline Company  
**3120 Parrott Avenue N.W.**  
**Atlanta, Georgia 30318**  
**Attn: Thomas Pyles**  
**ROW Inspector**

Encroachment No.0511-049.1-19-3

Date: 9/9/2019

Encroaching Party:

Attn. Rustavius Ford, P.E.

Cobb County DOT

1890 County Service Pkwy

Marietta, GA 30008

Re: Encroachment Agreement – CPC Loc.511, Tract No.049.1, Map 0511012S, Line No.15, Station No. 562+26 in Cobb County, State of Georgia. X2318 Paces Ferry Road, Vinings.

Colonial Pipeline Company has no objection to your proposed 15” drainage facilities encroaching upon Colonial’s 12” petroleum products pipeline(s) as approved by Colonial’s field representative, subject to the following conditions:

1. Notify State utilities protection center, in accordance with local, State and Federal laws. Colonial will not inspect or approve any work, until a locate notice (Dial 811) has been issued. Notify **Thomas Pyles** by cell phone at **678-951-7068** at least two (2) working days prior to any construction, subsequent maintenance, or repair, so that Colonial may provide a representative on the site. If he cannot be reached, then notify **Kevin Raley** at **706-891-7584**.
2. No excavation or construction is permitted over Colonial’s pipeline(s) or within its right of way without a Colonial representative being present. The location of the pipeline(s) shall be identified prior to the beginning of any mechanical excavation work. If the location of the pipeline(s) is not known, only hand excavation will be allowed. Based on circumstances at the encroachment site, Colonial’s representative has the authority to determine the extent of hand excavation required. However, absent special permission from Colonial’s Representative, no mechanized ditching or excavation shall be allowed within five (5) feet of the extremities of the pipelines. **IN ANY EVENT, ALL EXCAVATION WITHIN TWO (2) FEET OF THE PIPELINE(S) MUST BE ACCOMPLISHED BY HAND.** Where hand excavation is required, the encroaching party must provide adequate manpower to perform that work. Subgrading, grading, and placement of fill over Colonial’s pipeline(s) will require the approval of Colonial’s field representative as to method and extent.
3. Full access must be maintained to the pipeline(s) at all times. Stockpiling of fill, including spoil, or topsoil over the pipeline(s), is not permitted, unless approved by the Colonial representative.

4. Underground utilities (i.e. storm drains, water lines, telephone, electric, etc.) may cross the easement, providing they maintain a minimum vertical clearance of twenty four (24) inches, **except where horizontal directional drilling methods are used, then sixty (60) inches will be required** over or under Colonial's pipeline(s), and cross at as near a perpendicular angle as practical. Septic drain fields and or sewage drains used for percolation are not permissible inside the pipeline easement. All utility crossings of Colonial's pipeline(s) and respective easements must be constructed of galvanized steel, ductile iron double wrapped with poly wrap, reinforced concrete, or schedule 80 PVC for the entire width of the right of way being crossed.
5. Blasting within the immediate vicinity of Colonial's right of way shall be conditionally allowed. The contractor, planning blasting within 200 feet (61 m) of a pipeline or when scaled distance values at the pipeline are less than 50, must give advance notification of proposed blasting and submit a completed blasting plan (Form 3005), to be approved by Colonial, prior to the commencement of any blasting operations. A Colonial inspector is required to be on site to observe all drilling, loading, and blasting operations. The contractor shall provide in-progress seismic readings and blasting reports as required in Colonial Standard ES-13-108. All blasting operations must meet the requirements of this standard as well as Occupational Health and Safety regulations contained in CFR Title 29, Part 1926, Subpart U – Blasting and Use of Explosives.
6. Any erosion control measures required for your development including temporary diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways that may influence or contribute to the degradation of Colonial's right of way will require the approval of Colonial's field representative as to equipment and method. Under no circumstances shall water be impounded on the pipeline(s) right of way.
7. Upon request of the encroaching party, landowner or their agents, Colonial will determine the approximate location of its pipeline(s) and right of way limits; however, in doing so, Colonial makes no warranty as to the accuracy of the locations and measurements given. Colonial also cannot provide assurance that its permanent line markers are positioned directly over its pipeline(s).
8. Original vegetation on Colonial's right of way shall not be disturbed except in areas of approved construction and approved equipment crossings. Highly visible plastic fence or other approved temporary barricade will be required at contractor's expense along Colonial's easement boundaries if Colonial's field representative deems it necessary; to ensure that contractor traffic does not travel over the pipeline(s).
9. Permanent structures are not permitted on the right of way. Manholes, junction boxes, valve boxes, fire hydrants, service meters, storm drain inlets, and utility poles are considered permanent structures. No fences or temporary structures shall be allowed in the right of way without the express approval of Colonial's representative. Temporary structures include such items as signs, trailers, temporary power poles, etc.

10. Heavy equipment shall not be permitted to operate over the pipeline(s) unless earth padding has been provided to protect the pipeline from vibrating. Temporary equipment crossings over the pipeline(s) are permitted with six (6) vertical feet of cover over the pipeline(s) at selected locations as approved by Colonial's field representative. Depth of pipe as determined by test holes will determine amount of temporary fill required. Colored sheets of plastic shall be placed under the temporary fill at original grade so that original grade will not be disturbed when temporary fill is removed. No equipment or vehicles may be parked on the right of way. No material may be stored on the right of way.
11. The encroaching party acknowledges that Colonial's pipelines utilize impressed electrical current ("cathodic protection") for the protection of the steel. Only Colonial personnel will correct any loss of this protection caused by the encroaching party. The cost to correct this damage will be paid by the encroaching party's contractor. Further, encroaching party recognizes there may be some risk of damage to your facilities because they are in close proximity to said cathodic protection system and, therefore, any damages to encroaching party's facilities resulting from Colonial's impressed electric current shall be encroaching party's responsibility.
12. Only low growing ornamental type shrubbery with a maximum expected height of four (4) feet shall be allowed within the right of way. In addition, no pipeline marker shall be obscured from public view.
13. Relocation or removal of Colonial's pipeline markers shall not be permitted without the approval of a Colonial representative. Pipeline markers made unusable or damaged shall be repaired or replaced at the encroaching party's expense.
14. Parallel occupancy of the pipeline's easement with road right of way, or utilities is not permitted. Crossing shall be as near as a perpendicular angle to the easement as practical.
15. All proposed roadways, driveways and parking areas should maintain a minimum of four feet (4') from top of pipe to top road surface and three (3) feet minimum vertical cover in open drainage or road ditches. Colonial's Engineering may increase these minimum requirements as determined by a stress analysis of the pipe, and other variable conditions and factors. Colonial may consider concrete protection slabs, per Colonial's specifications as an option, to be installed to protect the pipeline(s).
16. Any and all pipeline(s) within the proposed road, parking, or railway area, will be excavated and visually inspected, with the possible reapplication of pipeline coatings applied, by a Colonial contractor, at the full expense of the encroaching party or its contractor. Colonial requires that the pipeline coating system be evaluated for suitability of service in relation to the proposed encroachment. Should Colonial deem that the coating system is insufficient due to increased soil stresses or other factors, Colonial will, at the encroaching party expense, upgrade the pipeline coating to accommodate the proposed encroachment. Colonial will backfill the inspected area to its standard, and will not be held responsible for compaction. (NOTE: A Pipeline Accommodation Agreement for reimbursement to Colonial shall be executed between Colonial and the encroaching party prior to such adjustment.)



17. Cover above the pipeline(s) shall be a minimum of four (4) feet, and in general a maximum of six (6) feet, unless approved by the Right of Way Coordinator.
18. The burning of trash, debris, etc. shall not be permitted within Colonial's right of way.
19. Should any damage occur to the herein permitted encroachment, as a result of Colonial exercising any of its rights at any time, Colonial will not be responsible for said damage; and any expense or monetary cost involved in the repair of said damages will be borne by owners of said damaged encroachment.
20. Encroaching party agrees to cause its contractor to defend and hold Colonial Pipeline Company harmless from all loss, cost, or other expense, including personal property and bodily injuries, whether occurring to it or to Colonial, or the respective employees, agents and servants of either, or to third parties, which are proximately caused by or arise from the installation, maintenance, or repair of the herein permitted works, with the exception of claims due to the sole negligence of Colonial Pipeline Company.
21. This approval is granted only to the extent of and with no actual or implied diminishment of Colonial's rights and interests and without either express or implied warranty.
22. Fences shall be constructed with gates sufficiently large enough to allow Colonial's personnel and equipment the right of ingress and egress. Fence posts shall be installed at least five (5) feet to the side of any pipeline, with the approval of the field representative.
23. If the approximate location of the pipeline(s) is required, steel prod bars, shovels, and electrical sending devices may be used by Colonial's field personnel only. It should be noted that these methods are only approximate and can be misleading. The exact location of the pipeline(s) can best be found with test pitting.
24. If test pitting is required to determine the exact location, and elevation, of the pipeline(s), the Encroaching party agrees to notify the undersigned at least two (2) working days in advance, so that he may provide a Colonial field representative to be at the site. This representative must be present during the test pitting for the protection of the pipeline(s), and for the common verification of its location. All costs for this test pitting, and for the Colonial representative, will be borne by the encroaching party. Any engineering based on Colonial or other design criteria stemming from the amount or location of this test pit data is the responsibility of the encroaching party.
25. Colonial reserves the right to open, cut, excavate and dig across the proposed road, railway, sidewalks, avenues, utility lines, or any other encroachment herein granted by this agreement, and in any such event, Colonial shall not be liable for the restoration of same, or the payment of any damages to the encroaching party.

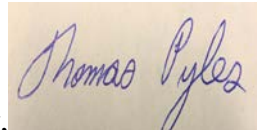


26. Excavation or grading which might result in erosion or which could render the right of way inaccessible shall not be permitted unless the encroaching party agrees to restore the area and provide protection to Colonial's pipeline(s). Any erosion control measures within the right of way including diversion dikes, sediment traps, silt fences, gravel outlets, and emergency spillways will require approval of the Colonial representative, as to equipment and method.
27. If construction on the aforementioned project is not initiated within one calendar year of the date of this letter of agreement, then Colonial Pipeline shall have the right to reconsider the conditions and privileges herein granted, and have full right to alter same, dependant upon current protocol.
28. The encroaching party agrees that all work on Colonial's right of way shall be performed in a Workmanlike manner and in compliance with all applicable government and industry standards and codes.
29. Upon failure of the encroaching party, owner or his agents to comply with any of the Terms of this Agreement, Colonial will provide Encroaching Party with advance written notice of any intent to revoke this Agreement in its entirety, prevent same from continuing any activity in violation of the terms of this Agreement or its rights under its easements and prior agreements and make any necessary repairs or adjustments to its pipeline(s) or right of way with its own or contract forces at the expense of the party requesting the encroachment.
30. Colonial Pipeline Company will have the option of installing video surveillance camera(s) to provide continuous monitoring of its facilities.
31. Notwithstanding anything to the contrary in this Agreement, Encroaching Party is not allowed to perform the encroaching activities contemplated hereunder without first paying Colonial for any Accommodation Work necessary to be performed by Colonial to protect its pipeline(s) and rights of way from those encroaching activities. Additionally, if such Accommodation Work is required, the encroaching activities will not be initiated until said Accommodation Work is completed. Said Accommodation Work and estimate therefore should have been outlined in detail in previous correspondence to Encroaching Party. If such previous correspondence has not been received, Encroaching Party is required to request same.
32. Should your project be ongoing in close proximity to Colonial's pipeline(s) for an extended period of time, it will be necessary for a Colonial representative to be on-site for a significant duration. Accordingly, since such extended inspection time is outside the scope of Colonial's normal operations, you will be billed for that representative's time. Colonial's policy is to bill for any inspection time in excess of a total of 10 hours (cumulative for that project) and for any evening, weekend or holiday time.
33. This agreement approves only the work specified above all utility encroachments will need to be approved by the local inspector for Colonial Pipeline Company.

34. The following special conditions shall apply, and be required for this project.

None.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please signify acceptance of the above conditions by a proper official in the space provided below, and return to the Right of Way Coordinator's office. Colonial Pipeline will notify you to proceed with your project upon receipt of the signed original.



Sincerely,

Colonial Pipeline Representative

Encroachment No.: 0511-049.1-19-3

ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(company)

BY: \_\_\_\_\_  
(name, typed or printed)

TITLE: \_\_\_\_\_  
(typed or printed)

Original: Right of Way Department





**Transportation**  
Erica Parish, Director  
District 4

---

**Item No. 35.**

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** January 28, 2020

**PURPOSE**

To approve an Encroachment Agreement with Cobb County-Marietta Water Authority for encroachment upon an existing utility easement located on River View Road, Project No. E6040.

**BACKGROUND**

River View Road is an approved project in the Roadway Improvements Component of the 2011 SPLOST Transportation Improvements Program.

The project consists of safety and operational improvements along River View Road, from Veterans Memorial Highway to the Smyrna city limit boundary line near Nichols Drive. The project will realign the intersection at River View Road with Veterans Memorial Highway.

Construction activity for some improvements will encroach upon the Cobb County-Marietta Water Authority permanent easement; therefore, an agreement must be entered into by both parties for the required encroachment.

The Encroachment Agreement with Cobb County-Marietta Water Authority has been reviewed by the County Attorney's Office.

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

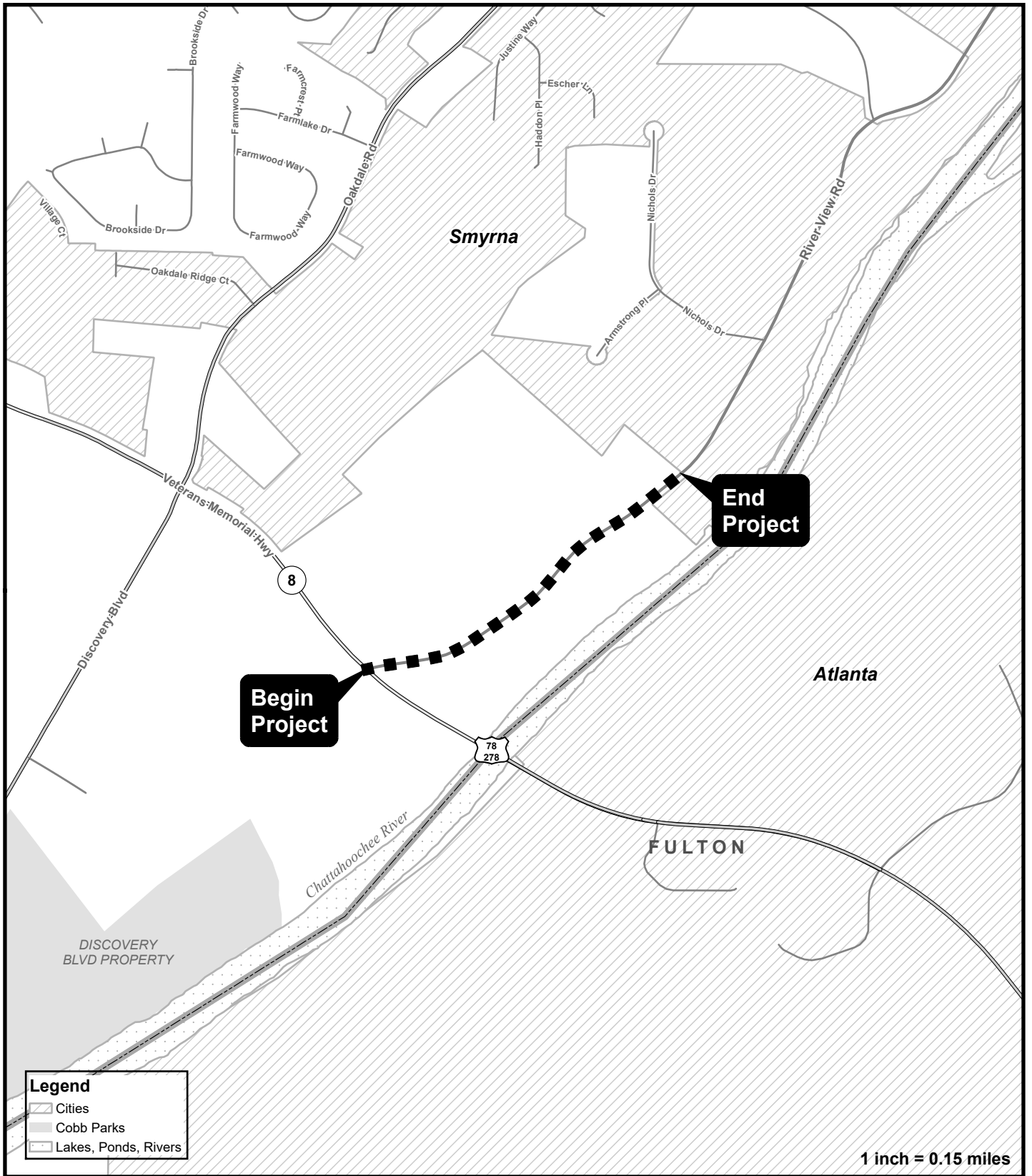
## **RECOMMENDATION**

The Board of Commissioners approve an Encroachment Agreement with Cobb County-Marietta Water Authority for encroachment upon an existing utility easement located on River View Road, Project No. E6040; and authorize the Chairman to execute the necessary documents, in a form substantially similar to the attached and as approved by the County Attorney's Office.

## **ATTACHMENTS**

1. Location Map
2. Encroachment Agreement with Cobb County-Marietta Water Authority

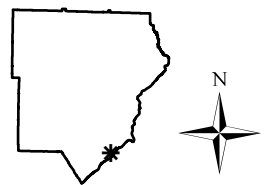
# LOCATION MAP



Department of Transportation

**PROJECT:**  
River View Road  
Project No. E6040

DATE: January 28, 2020



Notes: Commission District 4

Return to: Haynie, Litchfield, Crane & White, P.C.  
222 Washington Avenue  
Marietta, GA 30060

STATE OF GEORGIA

COUNTY OF COBB

ENCROACHMENT AGREEMENT

COBB COUNTY-MARIETTA WATER AUTHORITY, hereinafter called Grantor, consents for COBB COUNTY, a political subdivision of the state of Georgia, hereinafter called Grantee, to use certain areas within Grantor's easements described as follows:

Portion of the easement area for Grantor's 36" D.I.P. WATER MAIN situated in Land Lots 283 of the 18<sup>th</sup> district, 2<sup>nd</sup> Section, Cobb County, Georgia, consisting of an easement extending 20 feet from the centerline of the 36" watermain, and measuring 210 lineal feet as more completely described at Deed Book 5168, Page 192, in the deed records of Cobb County.

And

Portion of the easement area for Grantor's 36" D.I.P. WATER MAIN situated in Land Lots 283 and 284 of the 18<sup>th</sup> district, 2<sup>nd</sup> Section, Cobb County, Georgia, consisting of an easement extending 10 feet from the centerline of the 36" watermain, and measuring 856 lineal feet as more completely described at Deed Book 5167, Page 98, in the deed records of Cobb County.

The areas of Grantor's easements to be used by Grantee are shown on the drawings attached hereto as Exhibit "A" and made a part hereof. Grantor also consents to Grantee using the easement as reasonably necessary to access the area within the easement for the purposes allowed herein.

It is specifically understood that no buildings or obstructions of any type will be permitted within or on subject easement area, except as authorized herein, and that said area within Grantor's easement area will be used by Grantee only for constructing, operating, maintaining, repairing and replacing a drainage easement and to construct and cross Grantor's 36" watermain with 18", 24", and 36" RCP Drain Pipes in the locations shown on Exhibit "A". (the "Authorized Improvements").

Grantor authorizes the above-described encroachments provided that Grantee conforms to the following terms and conditions:

1. Grantee agrees to obtain all necessary rights from the owners of the lands crossed by Grantor's easement area in the event Grantee does not own said lands and rights.
2. Grantee agrees to use said area within Grantor's easement area in such a manner as will not interfere with Grantor's facilities installed thereon.
3. Grantee agrees that the use of Grantor's easement area as herein provided shall in no way affect the validity of Grantor's easement and shall in no way modify or restrict the use or rights of Grantor, its successors or assigns, in and to the area to be used. Grantee acknowledges Grantor's right and title to said easement.
4. The use of said area within said easement area by Grantee shall be at the sole risk and expense of Grantee, and Grantor is specifically relieved of any responsibility for damage to the Authorized Structure, including, but not limited to, the complete removal of the Authorized Structure, resulting or occurring from the use of said easement area by Grantor. Such use by Grantor shall include the installation, removal and repair of water lines and related facilities. Notwithstanding the above, Grantor shall not require Grantee to remove the Authorized Structure unless the Authorized



Structure interferes with Grantor's use of the easement area as reasonably determined by Grantor. And, should Grantor require the removal of the Authorized Structure by Grantee, Grantor shall reasonably attempt to accommodate Grantee's Authorized Structure (or a replacement structure) in another location within Grantor's easement/right of way.

5. Grantee hereby agrees and covenants (1) that it will not use on said easement area and (2) that it will prohibit its agents, employees and contractors from using on said easement area, any tools, equipment machinery in such a manner as will do damage to Grantor's water mains.
6. Notwithstanding anything contained herein, Grantee agrees to reimburse Grantor any expense for any damage to Grantor's facilities resulting from the use by Grantee of said area within said easement area.
7. Grantee shall notify Grantor by contacting the CCMWA Transmission Division Manager at (770) 514-5300 within seventy-two (72) hours before any work is done in the vicinity of Grantor's water main, in order that the water main may be staked and identified and Grantor's representative may be present when work is in progress.
8. No permanent structures, other than the Authorized Structure described herein, shall be allowed without written permission from Grantor in the easement area, such as concrete structures, manholes, meters, catch basins, headwalls, etc.
9. No temporary structures shall be allowed in the easement area without the express approval of Grantor's General Manager. This is to include such items as trailers, temporary power poles, etc.
10. To the extent allowed by law, Grantee shall and does hereby agree to indemnify and save harmless and defend Grantor from the payment of any sum or sums of money to any person whomsoever (including third persons, sub-contractors, Grantee, Grantor and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of Grantor) to the extent such damage is attributable to or arising out of the use of said easement area by Grantee (its agents, employees, contractors) or any combination of these including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, and reasonable costs, attorneys fees, cost of investigation and of defense. Grantee shall have the right to defend any suit against Grantor alleging such injuries or damages, even if such suit is groundless, false or fraudulent, and Grantor hereby agrees to cooperate with Grantee in connection with such defense and, upon Grantee's request, Grantor shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the

attendance of witnesses and in the conduct of any such suit. Grantor agrees to notify Grantee in writing within ten (10) days following receipt by Grantor of any claim for injury or damage as to which Grantee has agreed to indemnify Grantor under this Agreement.

11. Grantee agrees and covenants that any electrical cables installed within said easement will be fully enclosed by conduit and shall not be installed any closer than one foot from any water line of Grantor located within said permanent easement.
12. No excavation that provides less than 36" of cover over Grantor's facilities is authorized by this Encroachment Agreement. Further, Grantor shall not expose more than two pipe joints at any given time during construction. Grantee shall coordinate all excavation near the water main with Grantor and shall provide at least 72-hours prior notification of such work. Grantee shall schedule to have Grantor's agent on site at all times when any portion of the water main is exposed. Grantee shall contact Rodney Stegall or his successor at 678-300-7131 for this coordination and 24-hour emergency service.

IN WITNESS WHEREOF, Grantor has caused this Encroachment Agreement to be executed on this the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

COBB COUNTY- MARIETTA WATER  
AUTHORITY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Title: General Manager

\_\_\_\_\_  
Notary Public

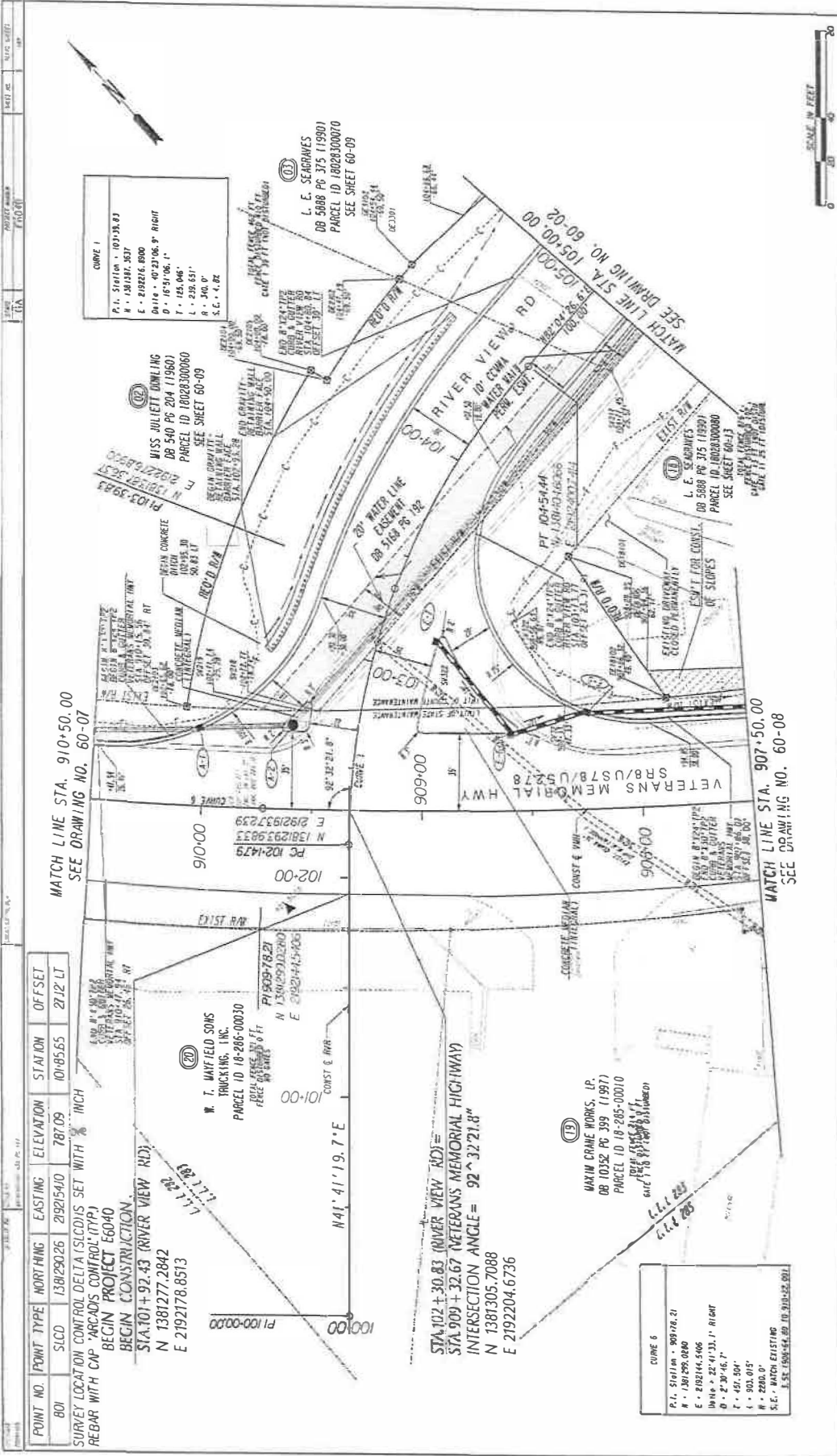
Grantee hereby accepts the foregoing Encroachment Agreement subject to the terms and conditions set forth therein.

COBB COUNTY, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Title:  
Chairman, Board of Commissioners

\_\_\_\_\_  
Notary Public



POINT NO.	POINT TYPE	NORTHING	EASTING	ELEVATION	STATION	OFFSET
801	S/C/D	1381930.26	292154.0	787.09	10+85.65	21.12 LT

DATE	REVISIONS	DATE	REVISIONS

DESIGNER: AAM	CHECKER: WWR
DRAWN: WWR	ENGINEER: WWR

PROJECT NO. E6040	COUNTY OF COBB
LAND DISTRICT 18 TH	DATE 03/14/16 SW 02 WP 15

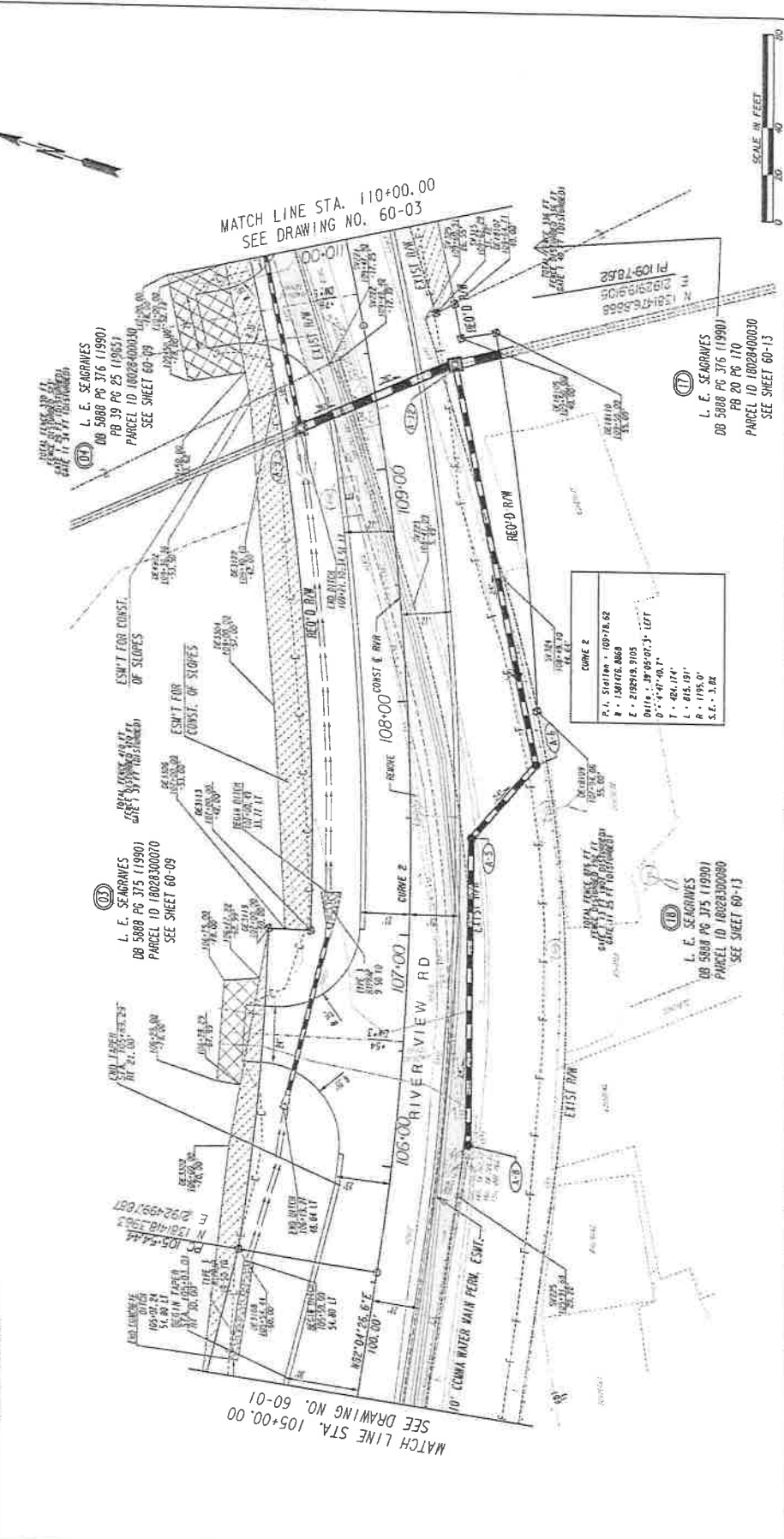
  

PROJECT NO. E6040	COUNTY OF COBB
LAND DISTRICT 18 TH	DATE 03/14/16 SW 02 WP 15

Exhibit A

POINT NO.	POINT TYPE	NORTHING	EASTING	ELEVATION	STATION	OFFSET
100	SLCD	138446.32	202762.35	764.26	108+09.06	46.52' RT

SURVEY LOCATION CONTROL DELTA (SLCD) IS SET WITH 1/8" INCH REBAR WITH CAP \*ARCADIS CONTROL\*(TYP.)



MATCH LINE STA. 105+00.00  
 SEE DRAWING NO. 60-01

MATCH LINE STA. 110+00.00  
 SEE DRAWING NO. 60-03

SCALE IN FEET  
 0 20 40 80

RIVERVIEW RD IMPROVEMENTS  
 RIGHT OF WAY MAP  
 PROJECT NO. 6040  
 COUNTY OF COBB COUNTY  
 LAND DISTRICT 18 TH  
 GAO 839  
 DATE 03/14/16 SH. 02 OF 15

L. E. SEAGRAVES  
 DB 5888 PG 376 (1990)  
 PB 39 PG 25 (1965)  
 PARCEL ID 18028400030  
 SEE SHEET 60-09

L. E. SEAGRAVES  
 DB 5888 PG 376 (1990)  
 PB 20 PG 170  
 PARCEL ID 18028400030  
 SEE SHEET 60-13

CURVE 1  
 P.I. Station = 107+8.62  
 R = 150176.8689  
 E = 218219.3105  
 Delta = 20°05'07.3" LEFT  
 L = 426.174'  
 R = 816.191'  
 S.E. = 3.28

CURVE 2  
 P.I. Station = 109+78.62  
 R = 218219.3105  
 Delta = 20°05'07.3" LEFT  
 L = 426.174'  
 R = 816.191'  
 S.E. = 3.28

DATE	REVISIONS	DATE	REVISIONS

DESIGNER: AMM  
 CHECKER: WBR  
 DRAWN: WBR  
 PROJECT: WBR

COBB COUNTY  
 DEPARTMENT OF TRANSPORTATION

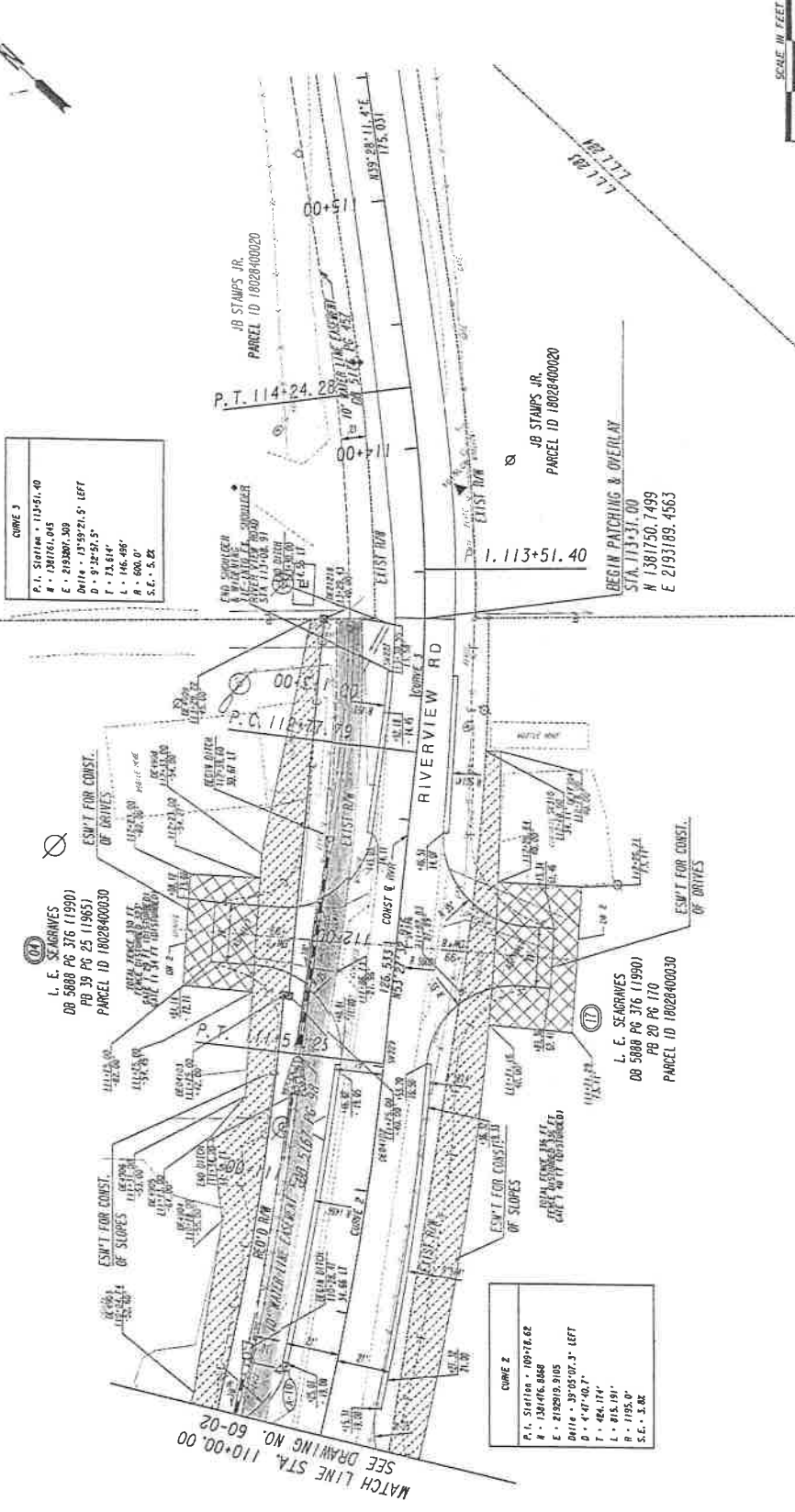
**PARSONS**  
 3577 PARKWAY LANE, SUITE 100  
 NORCROSS, GA 30092

EXISTING PAV LINE  
 PROPERTY LINE  
 CONSTRUCTION LIMITS  
 ESMIT FOR CONST. & MAINT OF SLOPES & DRAINAGE & UTIL  
 (ASSEMBLY) FOR CONST. OF SLOPES  
 (ASSEMBLY) FOR CONST. OF DRAINAGE

Exhibit A

POINT NO.	POINT TYPE	NORTHING	EASTING	ELEVATION	STATION	OFFSET
101	SLOD	13877655	2193237.67	765.68	113+81.62	27.84' RT

SURVEY LOCATION CONTROL DELTA (SLOD) IS SET WITH 1/8" INCH REBAR WITH CAP 'ARCADIS CONTROL' (TYP)



**CURVE 3**  
 P.I. Station = 113+51.40  
 Δ = 121°16'.045"  
 E = 2193807.309  
 Delta = 13°59'21.5" LEFT  
 F = 923251.5'  
 L = 74.614'  
 A = 600.0'  
 S.E. = 5.82

**CURVE 2**  
 P.I. Station = 109+76.62  
 Δ = 150°41'6.888"  
 E = 2192919.9105  
 Delta = 39°05'07.3" LEFT  
 F = 447402.7'  
 L = 484.114'  
 A = 635.191'  
 S.E. = 3.86

EXISTING RW LINE  
 REQUIRED RW LINE  
 CONSTRUCTION LIMITS  
 EASMT FOR CONST. & MAINT. OF SLOPES & DRAINAGE & UTIL  
 (FACEMENT) FOR CONST. OF SLOPES  
 (FACEMENT) FOR CONST. OF DRAINAGE

**PARSONS**  
 3877 PARKWAY LANE, SUITE 100  
 NORCROSS, GA 30092

DESIGNER: AAM  
 CHECKER: WJB  
 DRAFTER: WJB  
 ENGINEER: WJB

REVISIONS  
 DATE  
 REVISIONS  
 DATE

REVISIONS  
 DATE

RIVERVIEW RD IMPROVEMENTS  
 RIGHT OF WAY MAP  
 PROJECT NO. 66040  
 COUNTY: COBB COUNTY  
 LAND DISTRICT: 18 TH  
 GAO: 698  
 DATE: 03/14/16 SW 04 OF 15

60-03

Exhibit A





## Property Management

Scott Barfield, Property Management  
Director  
District 4

---

Item No. 36.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Scott Barfield, Property Management Director  
Randy Crider, Interim DPS Director/Fire Chief

**DATE:** January 28, 2020

### **PURPOSE**

To approve an agreement with Controlled Access, Inc., for purchase and installation of the County's enterprise access control and surveillance system at new Fire Station 1, 2016 SPLOST Program X1021.

### **BACKGROUND**

The replacement and rebuild of Fire Station 1, located at 5781 Mableton Parkway, Mableton, is an approved 2016 SPLOST project.

On February 14, 2017, the Board of Commissioners authorized the issuance and advertisement for a Request for Qualifications (RFQ) to pre-qualify professional qualified vendors capable of providing design, installation and maintenance service for the County's enterprise video surveillance and access control systems.

On November 13, 2018, the Board approved Master Agreements with three (3) pre-qualified firms, Controlled Access, Inc., Convergent Technologies, and OnePath, for addition of departments/facilities to Cobb County's enterprise video surveillance and access control systems. Each pre-qualified firm has the opportunity to bid on individual projects to replace existing end-of-life systems or when new security requirements become apparent.

The Fire Department has requested the County's enterprise access control and surveillance system at new Fire Station 1. Controlled Access, Inc., was the responsive bidder among the three pre-qualified vendors.

### **IMPACT STATEMENT**

Maintenance on all parts is covered under a three-year manufacturer's warranty.



## **FUNDING**

Funds are available in the 2016 SPLOST as follows:

347-130-X102-8481-X1021-O (Furnishings, Fixtures and Equip) \$64,935.00

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Public Safety improvements.

The relocation of Fire Station No. 1 is an eligible capital improvement project/program under the 2016 SPLOST and is an approved project of the Public Safety Improvements (Cobb County 2016 SPLOST, p.28) which provides for improvements to facilities and equipment.

SPLOST Project summary as of 12/31/2019\*

Budget: \$4,950,401.71                      Expended: \$4,690,908.99

\*Total project includes additional non-SPLOST funding

## **RECOMMENDATION**

The Board of Commissioners approve an agreement with Controlled Access, Inc., in the amount of \$64,935.00, for purchase and installation of the County's enterprise access control and surveillance system at new Fire Station 1, located at 5781 Mableton Parkway, Mableton; and authorize the corresponding budget transactions.

## **ATTACHMENTS**

None



## Public Safety

Randy Crider, Interim DPS Director/Fire Chief

Districts All

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Item No. 37.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Scott Barfield, Property Management Director  
Randy Crider, Interim DPS Director/Fire Chief

**DATE:** January 28, 2020

### **PURPOSE**

To authorize reallocation of funds from various 2016 SPLOST Public Safety projects to the Public Safety Training Center, 2016 SPLOST Program X1050.

### **BACKGROUND**

On November 4, 2014, the citizens approved the 2016 Special Purpose Local Option Sales Tax (SPLOST) program to fund various Public Safety related capital improvement projects countywide.

The Public Safety Training Center, located at 2435 East-West Connector, Austell, is one of these projects, and at the time of the original renovation estimate, design and approvals were still in process. Throughout the discussions with Public Safety staff and the architectural team and as specifications were solidified, focused effort has been employed to maximize the use of all in-house resources and create project savings opportunities wherever possible. To maintain the schedule and manage the complexity and quantity of work, it has been determined that additional contracted services in the amount of \$700,000.00 are required.

Combined savings, in the amount of \$204,310.40, are available from the following completed projects: Public Safety Parking Lot Repairs, Program X1000, \$14,750.00; Animal Control Incinerator, Program X1001, \$55,400.00; Weather Siren Equipment, Program X1010, \$130,190.00; Police Evidence Vans, Program X1060, \$3,970.00; and Animal Control Vans, Program X1061, \$0.40.

The Police Precinct Renovations project, Program X1040, is underway with much of the work complete. The amount of \$495,689.60 has been determined by Public Safety as available for use at the Public Safety Training Center.

Identified Funds:

Parking Lot Repairs Program	\$14,750.00
Animal Control Incinerator	\$55,400.00
Weather Siren Equipment	\$130,190.00
Police Evidence Vans	\$3,970.00
Animal Control Vans	\$0.40
Police Precinct Renovations	\$495,689.60
Total:	\$700,000.00

**IMPACT STATEMENT**

N/A

**FUNDING**

Funding is available in the 2016 SPLOST budget as follows:

Transfer From:

347-130-X100-8005-X1000-A	(PS Parking Lot)	\$14,750.00
347-130-X100-8005-X1001-A	(PS Incinerator)	\$55,400.00
347-130-X101-8005-X1010-A	(PS Weather Siren)	\$130,190.00
347-130-X106-8005-X1060-A	(PS Evidence Vans)	\$3,970.00
347-130-X106-8005-X1061-A	(Animal Control Vans)	\$0.40
347-130-X104-8005-X1040-A	(Precinct Reno)	\$495,689.60

Transfer To:

347-130-X105-8110-X1050-R	(PS Training Reno)	\$700,000.00
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**RECOMMENDATION**

The Board of Commissioners authorize reallocation of funds from various 2016 SPLOST Public Safety projects, in the amount of \$700,000.00, to the Public Safety Training Center, 2016 SPLOST Program X1050, located at 2435 East-West Connector, Austell; and further authorize the corresponding budget transactions.

**ATTACHMENTS**

None



## Public Safety

Item No. 38.

Randy Crider, Interim DPS Director/Fire  
Chief, Neil Warren, Sheriff

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Districts All

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Randy Crider, Interim DPS Director/Fire Chief  
Neil Warren, Sheriff

**DATE:** January 28, 2020

### **PURPOSE**

To approve an amendment to the Classification and Pay Schedule, implement the Public Safety Step & Grade Plan, and amend the Compensation Policy for sworn personnel.

### **BACKGROUND**

Cobb County has experienced significant difficulty in recruiting and retaining qualified sworn personnel due to current compensation and benefits for Cobb County Police, Fire, and Sheriff's Office personnel. A recent pay study and the results of an employee survey of sworn public safety personnel have revealed that compensation and benefits as a major factor for those leaving sworn positions for reasons other than retirement.

In an effort to reverse this trend, the Board of Commissioners has approved an education and shift differential pay program, retention incentives, County funded state retirement dues, three-percent pay adjustment for sworn Public Safety positions, and a four-percent merit increase. A continued effort to address recruitment and retention includes: amending the Classification and Pay Schedule for sworn personnel; implementing the Public Safety Step & Grade Plan with placing each sworn person in their step based on their current base pay; and reviewing and adjusting the Step & Grade pay structure on an annual basis, as approved by the Board of Commissioners.

As an ongoing effort to address the aforementioned challenges, the Public Safety Agency and the Sheriff's Office have developed a Step & Grade Plan. This plan will increase the starting pay from \$41,615.00 to \$46,000.00 to improve recruitment, and all other pay grades for sworn classifications have been adjusted in similar fashion to improve retention. The Step & Grade Plan will be reviewed by the County Manager and staff on an annual basis to determine effectiveness.

### **IMPACT STATEMENT**

The annual cost of implementing the Step & Grade Plan totals \$5.7 million of which approximately \$2.1M is for Police, \$1.6M is for the Sheriff's Office, and \$2.0M is for Fire.

**FUNDING**

The implementation of the Step and Grade Plan for the remainder of FY20 will be funded with increased TAVT receipts that are made available with the following budget transactions:

Increase Revenue:	010-230-9600-4038	(TAVT)	\$3,337,403.00
Increase Expenditure:	010-130-2100-6012	(Salaries-Police)	\$1,212,075.00
	010-210-9220-6012	(Salaries-Sheriff Operation)	\$ 366,132.00
	010-210-9240-6012	(Salaries-Sheriff Detention)	\$ 579,241.00
	010-210-G676-6012	(Salaries-Sheriff Grant)	\$ 15,850.00
	010-230-9600-6594	(Interfund to Fire Fund)	\$1,164,105.00
Increase Revenue:	230-130-1000-4960	(Interfund from General Fund)	\$1,164,105.00
	230-130-1000-6012	(Salaries-Fire Fund)	\$1,164,105.00

**RECOMMENDATION**

The Board of Commissioners approve an amendment to the Classification and Pay Schedule, implement the Public Safety Step & Grade Plan to be effective beginning pay period March 22, 2020, for hourly paid sworn positions in Public Safety and Sheriff's Office; amend the Compensation Policy for sworn personnel; authorize the necessary budget transactions; authorize the County Manager to proceed working with county staff to develop a policy to review the Step & Grade Plan on an annual basis to determine effectiveness including an annual step as a top priority in future adopted budgets; and further authorize the Chairman to execute the necessary documents.

**UNDER SEPARATE COVER**

Compensation Policy

**ATTACHMENTS**

1. Classification and Pay Schedule
2. Public Safety Step and Grade Plan

**CLASSIFICATION AND PAY SCHEDULE  
SWORN AND CERTIFIED POSITIONS**

TITLE CODE	TITLE	GRADE	MINIMUM	MCP	MAXIMUM	FLSA	STATUS
5059	DEPUTY SHERIFF I	PO1	\$46,000.00	\$55,200.00	\$70,840.00	NE	S
8502	DEPUTY SHERIFF (PART-TIME)	PO1P	\$22.12 /hr	\$26.54 /hr	\$34.06 /hr	NE	S
5060	DEPUTY SHERIFF II	PO2	\$48,435.69	\$58,122.83	\$74,590.96	NE	S
5906	DEPUTY SHERIFF, SERGEANT	PO3	\$60,560.57	\$72,672.69	\$93,263.28	NE	S
5907	DEPUTY SHERIFF, LIEUTENANT	PO4	\$67,289.62	\$80,747.55	\$103,626.02	NE	S
3001	SHERIFF'S OFFICE COMMUNICATIONS SPECIALIST	S102	\$49,108.80	\$61,380.80	\$78,561.60	E	S
6264	DEPUTY SHERIFF, MAJOR	S112	\$84,820.74	\$106,020.10	\$135,699.20	E	K,U,S,C
6262	DEPUTY SHERIFF, LIEUTENANT COLONEL	S115	\$119,671.55	\$131,645.70	\$179,495.68	E	K,U,S,C
5014	FIREFIGHTER I	FIRE1	\$46,000.00	\$55,200.00	\$70,840.00	NE	S
5053	FIRE RECRUIT	FIRE1	\$46,000.00	\$55,200.00	\$70,840.00	NE	S
5015	FIREFIGHTER II	FIRE2	\$48,435.69	\$58,122.83	\$74,590.96	NE	S
5030	FIREFIGHTER III	FIRE2	\$48,435.69	\$58,122.83	\$74,590.96	NE	S
5031	FIRE EDUCATOR TECHNICIAN	FIRE3	\$50,971.94	\$61,166.33	\$78,496.79	NE	S
5019	FIRE INSPECTIONS TECHNICIAN	FIRE3	\$50,971.94	\$61,166.33	\$78,496.79	NE	S
5024	FIRE INVESTIGATIONS TECHNICIAN	FIRE3	\$50,971.94	\$61,166.33	\$78,496.79	NE	S
5016	FIRE DRIVER / ENGINEER	FIRE4	\$53,651.33	\$64,381.60	\$82,623.05	NE	S
5032	FIRE EDUCATOR I	FIRE4	\$53,651.33	\$64,381.60	\$82,623.05	NE	S
5022	FIRE INSPECTOR I	FIRE4	\$53,651.33	\$64,381.60	\$82,623.05	NE	S
5025	FIRE INVESTIGATOR I	FIRE4	\$53,651.33	\$64,381.60	\$82,623.05	NE	S
5033	FIRE EDUCATOR II	FIRE5	\$63,125.75	\$75,750.90	\$97,213.66	NE	S
5023	FIRE INSPECTOR II	FIRE5	\$63,125.75	\$75,750.90	\$97,213.66	NE	S
5026	FIRE INVESTIGATOR II	FIRE5	\$63,125.75	\$75,750.90	\$97,213.66	NE	S
5901	FIRE LIEUTENANT	FIRE5	\$63,125.75	\$75,750.90	\$97,213.66	NE	S
6230	FIRE CAPTAIN	FIRE6	\$70,160.98	\$84,193.18	\$108,047.91	NE	K,U,S,C
6231	FIRE CAPTAIN 40 HR	FIRE6	\$70,160.98	\$84,193.18	\$108,047.91	E	K,U,S,C
6233	DEPUTY FIRE MARSHAL	FIRE6	\$70,160.98	\$84,193.18	\$108,047.91	E	K,U,S,C
5027	CHIEF FIRE INVESTIGATOR	FIRE6	\$70,160.98	\$84,193.18	\$108,047.91	E	K,U,S,C
6244	FIRE BATTALION CHIEF	S110	\$77,366.02	\$96,701.70	\$123,771.65	E	K,U,S,C
6247	FIRE DISTRICT CHIEF	S113	\$102,735.36	\$113,008.90	\$154,103.04	E	K,U,S,C
6245	FIRE DIVISION CHIEF	S113	\$102,735.36	\$113,008.90	\$154,103.04	E	K,U,S,C
6234	DEPUTY FIRE CHIEF	S115	\$119,671.55	\$131,645.70	\$179,495.68	E	K,U,S,C
6235	FIRE CHIEF	S119	\$153,543.94	\$168,896.00	\$230,327.55	E	K,U,S
8090	INVESTIGATOR, DA (PART-TIME)	S101P	\$22.12 /hr	\$26.54 /hr	\$34.06 /hr	NE	S
5090	INVESTIGATOR I, DA	S103	\$53,837.78	\$64,605.34	\$82,910.19	NE	S, U
5092	INVESTIGATOR I, SG	S103	\$53,837.78	\$64,605.34	\$82,910.19	NE	S, U
5087	INVESTIGATOR II, DA	S104	\$56,671.56	\$68,005.87	\$87,274.20	NE	S, U
5093	INVESTIGATOR II, SG	S104	\$56,671.56	\$68,005.87	\$87,274.20	NE	S, U
5089	CHIEF INVESTIGATOR, SOLICITOR	S110	\$77,366.02	\$96,701.70	\$123,771.65	E	K,U,S
5054	POLICE OFFICER I	PO1	\$46,000.00	\$55,200.00	\$70,840.00	NE	S
5053	POLICE RECRUIT	PO1	\$46,000.00	\$55,200.00	\$70,840.00	NE	S
8508	POLICE OFFICER (PART-TIME)	PO1P	\$22.12 /hr	\$26.54 /hr	\$34.06 /hr	NE	S
8142	SECURITY OFFICER (PART-TIME)	PO1P	\$22.12 /hr	\$26.54 /hr	\$34.06 /hr	NE	S
5055	POLICE OFFICER II	PO2	\$48,435.69	\$58,122.83	\$74,590.96	NE	S
5904	POLICE SERGEANT	PO3	\$60,560.57	\$72,672.69	\$93,263.28	NE	S
5905	POLICE LIEUTENANT	PO4	\$67,289.62	\$80,747.55	\$103,626.02	NE	S
6238	POLICE CAPTAIN	S110	\$77,366.02	\$96,701.70	\$123,771.65	E	K,U,S,C
6237	POLICE MAJOR	S112	\$84,820.74	\$106,020.10	\$135,699.20	E	K,U,S,C
6236	DEPUTY POLICE CHIEF	S115	\$119,671.55	\$131,645.70	\$179,495.68	E	K,U,S,C
6243	POLICE CHIEF	S119	\$153,543.94	\$168,896.00	\$230,327.55	E	K,U,S
6250	AGENCY DIRECTOR, PUBLIC SAFETY	S121	\$170,503.42	\$187,532.78	\$255,743.49	E	K,U,S

**FLSA/Status Codes:**

- C - Command Staff
- E - Exempt
- K - Key Managerial (not eligible for comp time)
- NE - Non-Exempt
- S - Sworn
- U - Unclassified

Fire

Fire 1				Fire 2				Fire 3				Fire 4				Fire 5				Fire 6			
\$ 46,000.00 \$ 55,200.00 \$ 70,840.00				\$ 48,435.69 \$ 58,122.83 \$ 74,590.96				\$ 50,971.94 \$ 61,166.33 \$ 78,496.79				\$ 53,651.33 \$ 64,381.60 \$ 82,623.05				\$ 63,125.75 \$ 75,750.90 \$ 97,213.66				\$ 70,160.98 \$ 84,193.18 \$ 108,047.91			
Step	Annual	40 Hr	56 Hr	Step	Annual	40 Hr	56 Hr	Step	Annual	40 Hr	56 Hr	Step	Annual	40 Hr	56 Hr	Step	Annual	40 Hr	56 Hr	Step	Annual	40 Hr	56 Hr
1	46,000	\$ 22.12	\$ 15.38	1	48,436	\$ 23.29	\$ 16.20	1	50,972	\$ 24.51	\$ 17.05	1	53,651	\$ 25.79	\$ 17.94	1	63,126	\$ 30.35	\$ 21.11	1	70,161	\$ 33.73	\$ 23.47
2	47,656	\$ 22.91	\$ 15.94	2	50,179	\$ 24.12	\$ 16.78	2	52,807	\$ 25.39	\$ 17.66	2	55,583	\$ 26.72	\$ 18.59	2	65,398	\$ 31.44	\$ 21.87	2	72,687	\$ 34.95	\$ 24.31
3	49,312	\$ 23.71	\$ 16.49	3	51,923	\$ 24.96	\$ 17.37	3	54,642	\$ 26.27	\$ 18.27	3	57,514	\$ 27.65	\$ 19.24	3	67,671	\$ 32.53	\$ 22.63	3	75,213	\$ 36.16	\$ 25.15
4	50,968	\$ 24.50	\$ 17.05	4	53,667	\$ 25.80	\$ 17.95	4	56,477	\$ 27.15	\$ 18.89	4	59,446	\$ 28.58	\$ 19.88	4	69,943	\$ 33.63	\$ 23.39	4	77,738	\$ 37.37	\$ 26.00
5	52,624	\$ 25.30	\$ 17.60	5	55,410	\$ 26.64	\$ 18.53	5	58,312	\$ 28.03	\$ 19.50	5	61,377	\$ 29.51	\$ 20.53	5	72,216	\$ 34.72	\$ 24.15	5	80,264	\$ 38.59	\$ 26.84
6	54,280	\$ 26.10	\$ 18.15	6	57,154	\$ 27.48	\$ 19.12	6	60,147	\$ 28.92	\$ 20.12	6	63,309	\$ 30.44	\$ 21.17	6	74,488	\$ 35.81	\$ 24.91	6	82,790	\$ 39.80	\$ 27.69
7	55,936	\$ 26.89	\$ 18.71	7	58,898	\$ 28.32	\$ 19.70	7	61,982	\$ 29.80	\$ 20.73	7	65,240	\$ 31.37	\$ 21.82	7	76,761	\$ 36.90	\$ 25.67	7	85,316	\$ 41.02	\$ 28.53
8	57,592	\$ 27.69	\$ 19.26	8	60,641	\$ 29.15	\$ 20.28	8	63,817	\$ 30.68	\$ 21.34	8	67,171	\$ 32.29	\$ 22.47	8	79,033	\$ 38.00	\$ 26.43	8	87,842	\$ 42.23	\$ 29.38
9	59,248	\$ 28.48	\$ 19.82	9	62,385	\$ 29.99	\$ 20.86	9	65,652	\$ 31.56	\$ 21.96	9	69,103	\$ 33.22	\$ 23.11	9	81,306	\$ 39.09	\$ 27.19	9	90,367	\$ 43.45	\$ 30.22
10	60,904	\$ 29.28	\$ 20.37	10	64,129	\$ 30.83	\$ 21.45	10	67,487	\$ 32.45	\$ 22.57	10	71,034	\$ 34.15	\$ 23.76	10	83,578	\$ 40.18	\$ 27.95	10	92,893	\$ 44.66	\$ 31.07
11	62,560	\$ 30.08	\$ 20.92	11	65,873	\$ 31.67	\$ 22.03	11	69,322	\$ 33.33	\$ 23.18	11	72,966	\$ 35.08	\$ 24.40	11	85,851	\$ 41.27	\$ 28.71	11	95,419	\$ 45.87	\$ 31.91
12	64,216	\$ 30.87	\$ 21.48	12	67,616	\$ 32.51	\$ 22.61	12	71,157	\$ 34.21	\$ 23.80	12	74,897	\$ 36.01	\$ 25.05	12	88,124	\$ 42.37	\$ 29.47	12	97,945	\$ 47.09	\$ 32.76
13	65,872	\$ 31.67	\$ 22.03	13	69,360	\$ 33.35	\$ 23.20	13	72,992	\$ 35.09	\$ 24.41	13	76,829	\$ 36.94	\$ 25.70	13	90,396	\$ 43.46	\$ 30.23	13	100,471	\$ 48.30	\$ 33.60
14	67,528	\$ 32.47	\$ 22.58	14	71,104	\$ 34.18	\$ 23.78	14	74,827	\$ 35.97	\$ 25.03	14	78,760	\$ 37.87	\$ 26.34	14	92,669	\$ 44.55	\$ 30.99	14	102,996	\$ 49.52	\$ 34.45
15	69,184	\$ 33.26	\$ 23.14	15	72,847	\$ 35.02	\$ 24.36	15	76,662	\$ 36.86	\$ 25.64	15	80,692	\$ 38.79	\$ 26.99	15	94,941	\$ 45.64	\$ 31.75	15	105,522	\$ 50.73	\$ 35.29
16	70,840	\$ 34.06	\$ 23.69	16	74,591	\$ 35.86	\$ 24.95	16	78,497	\$ 37.74	\$ 26.25	16	82,623	\$ 39.72	\$ 27.63	16	97,214	\$ 46.74	\$ 32.51	16	108,048	\$ 51.95	\$ 36.14

Peace Officer

PO1				PO2				PO3				PO4			
	\$ 46,000.00	\$ 55,200.00	\$ 70,840.00		\$ 48,435.69	\$ 58,122.83	\$ 74,590.96		\$ 60,560.57	\$ 72,672.69	\$ 93,263.28		\$ 67,289.62	\$ 80,747.55	\$ 103,626.02
Step	Annual	Hourly		Step	Annual	Hourly		Step	Annual	Hourly		Step	Annual	Hourly	
1	46,000	\$ 22.12		1	48,436	\$ 23.29		1	60,561	\$ 29.12		1	67,290	\$ 32.35	
2	47,656	\$ 22.91		2	50,179	\$ 24.12		2	62,741	\$ 30.16		2	69,712	\$ 33.52	
3	49,312	\$ 23.71		3	51,923	\$ 24.96		3	64,921	\$ 31.21		3	72,134	\$ 34.68	
4	50,968	\$ 24.50		4	53,667	\$ 25.80		4	67,101	\$ 32.26		4	74,557	\$ 35.84	
5	52,624	\$ 25.30		5	55,410	\$ 26.64		5	69,281	\$ 33.31		5	76,979	\$ 37.01	
6	54,280	\$ 26.10		6	57,154	\$ 27.48		6	71,461	\$ 34.36		6	79,402	\$ 38.17	
7	55,936	\$ 26.89		7	58,898	\$ 28.32		7	73,642	\$ 35.40		7	81,824	\$ 39.34	
8	57,592	\$ 27.69		8	60,641	\$ 29.15		8	75,822	\$ 36.45		8	84,247	\$ 40.50	
9	59,248	\$ 28.48		9	62,385	\$ 29.99		9	78,002	\$ 37.50		9	86,669	\$ 41.67	
10	60,904	\$ 29.28		10	64,129	\$ 30.83		10	80,182	\$ 38.55		10	89,091	\$ 42.83	
11	62,560	\$ 30.08		11	65,873	\$ 31.67		11	82,362	\$ 39.60		11	91,514	\$ 44.00	
12	64,216	\$ 30.87		12	67,616	\$ 32.51		12	84,543	\$ 40.65		12	93,936	\$ 45.16	
13	65,872	\$ 31.67		13	69,360	\$ 33.35		13	86,723	\$ 41.69		13	96,359	\$ 46.33	
14	67,528	\$ 32.47		14	71,104	\$ 34.18		14	88,903	\$ 42.74		14	98,781	\$ 47.49	
15	69,184	\$ 33.26		15	72,847	\$ 35.02		15	91,083	\$ 43.79		15	101,204	\$ 48.66	
16	70,840	\$ 34.06		16	74,591	\$ 35.86		16	93,263	\$ 44.84		16	103,626	\$ 49.82	