



AGENDA

COBB COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

FEBRUARY 25, 2020 – 7:00 PM

Cobb County...Expect the Best!

CALL TO ORDER

PRESENTATIONS

1. To present Certificates of Recognition to the Mt. Bethel Christian Academy Robotics Team, "Batteries Not Included".
2. To present certificates of recognition to three Eagle Scouts of Troop 173 from St. Andrews United Methodist Church.
3. To present a certificate of recognition to Jake Crosson for his rank as Eagle Scout.
4. To present a Certificate of Recognition to Keiko Huffman for being named the national "Student of the Year" by Keep America Beautiful.

PUBLIC HEARING

5. To conduct a public hearing prior to the execution of a multi-year lease or lease purchase contract with respect to the financing of the construction and equipping of a new Fire Station 17 to be located at 3321 Ernest W. Barrett Parkway NW in unincorporated Cobb County ("Fire Station 17") through an installment sale financing with Association County Commissioners of Georgia.

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 Clerk

AGENDA

Page 2 of 6

6. To adopt a resolution authorizing the continued operation and funding of a total of six Boards of Equalization for 2020 as required by O.C. G.A. 48-5-311(a)(1)

Superior Court Administration

7. To authorize the application for grant funds from the Criminal Justice Coordinating Council for the Cobb County Mental Health Court.
8. To authorize the application for grant funds from the Criminal Justice Coordinating Council (CJCC) for the Cobb County Adult Drug Treatment Court.
9. To authorize the application of grant funds from the Criminal Justice Coordinating Council (CJCC) for the Cobb County Veterans Accountability and Treatment Court.

Juvenile Court

10. To authorize the application for grant funds from the Criminal Justice Coordinating Council for the Family Treatment Court program.
11. To authorize appropriation of prior year budget savings into the FY2020 budget and authorize the creation of a new Part-time, Temporary position of Judicial Administrative Technician III.

State Court Administration

12. To authorize the application for grant funding from the Criminal Justice Coordinating Council for the Cobb County DUI Court Program.

Water System

13. To approve Change Order No. 1 (final) to the construction contract with Site Engineering, Inc. for Hogan Drive Area Sewer Extension, Program No. S1122.
14. To approve Change Order No. 1 (final) to the construction contract with IPR Southeast, LLC for the Pinetree Country Club Area Sanitary Sewer Rehabilitation, Program No. S1128.

AGENDA

Page 3 of 6

15. To authorize the use of available State Contracts and Sourcewell (formerly NJPA) Contracted Pricing Agreements, for the procurement of replacement vehicles and equipment for the Water System's System Maintenance Division.

Transportation

16. To approve a Termination of Lease and Operating Agreement with SiteOne Landscape Supply, LLC, and approve a new Lease and Operating Agreement with SiteOne Landscape Supply, LLC at Cobb County International Airport - McCollum Field.

Public Services Agency

PARKS

17. To approve a modification to the PARKS Department fee structure regarding the professional photo shoot fee.

Senior Services

18. To approve a Memorandum of Agreement with the Georgia Department of Human Services, Division of Aging Services for partial funding of the Cobb Senior Services Campus Dining Program.

Support Services Agency

Property Management

19. To approve a Fifth Amendment to the IBM Southeast Employees' Credit Union Lease, changing the Tenant name to "iTHINK Financial Credit Union."

Fleet Management

20. To authorize the use of available State Contracts and Sourcewell (formerly NJPA) Contracted Pricing Agreements, for the procurement of replacement vehicles per Fleet Management's prioritized Vehicle Replacement Schedule.

Public Safety Agency

AGENDA

Page 4 of 6

Fire Department

21. To authorize the acceptance of a sponsorship for two firefighting personnel to attend industrial petroleum fire training from the Colonial Pipeline Company.
22. To authorize the acceptance of a donation of a propane cooker from the Lowes Corporation.

Community Development

23. Annexation notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of a 0.90 acre tract located at 6028 and an unnumbered parcel on Bowden Street, into the City of Austell.
24. To authorize the Chairman to execute applications to initiate a rezoning of the Clarkdale Mill Village, located in Land Lots 1163, 1164, 1165, 1204, and 1205 of the 19th District.

Finance

25. To adopt a resolution adopting all budget amendments set forth in agenda items on this date.

County Attorney

26. To authorize settlement of *Neghasi Middleton v. James C. Elliott* Civil Action File No. 1:18-cv-05099-MHC In the United States District Court for the Northern District of Georgia, Atlanta Division.

County Clerk

27. To approve minutes

REGULAR AGENDA

BOARD OF COMMISSIONERS

AGENDA

Page 5 of 6

BOC Chair

28. To approve a resolution for the appointment of Jackie R McMorris, EdD, as County Manager.

Transportation

29. To approve Contract Modification No. 1 to the Utility Relocation Agreement with Georgia Power Company for preliminary engineering and relocation of facilities on Cobb Parkway/US 41/SR 3 at Windy Hill Road, Project No. E3030, CCDOT Contract No. 000891.
30. To approve Supplemental Agreement No. 1 modifying the Memorandum of Agreement with the Georgia Department of Transportation for preliminary engineering oversight of Windy Hill Road/Terrell Mill Road Connector, State P.I. No. 0013967, Cobb County Project No. X2401.
31. To approve Change Order No. 1 (final) to the contract with Excellere Construction, LLC for drainage system repairs on Gaydon Road, Project No. X2251, CCDOT Contract No. 001425.
32. To approve Change Order No. 1 (final) to the contract with CMEC, LLC for Chimney Springs Drive Sidewalk, Project No. X2727, CCDOT Contract No. 001405.
33. To approve Change Order No. 1 (final) to the contract with Butch Thompson Enterprises, Inc., for drainage system repairs on Timber Trail at South Gordon Road, Project No. X2248, CCDOT Contract No. 001423.
34. To approve Change Order No. 2 (final) to the contract with Baldwin Paving Company, Inc., for thoroughfare improvements on Cobb Parkway/US 41/SR 3 at Dallas Acworth Highway/SR 92, State P.I. No. 0010939, Cobb County Project No. E4070, CCDOT Contract No. 000680.
35. To approve Change Order No. 1 to the contract with Tri Scapes, Inc., for Bells Ferry Road Sidewalk, Project No. X2745, CCDOT Contract No. 001352.

Public Services Agency

AGENDA

Page 6 of 6

PARKS

36. To approve a contract with Superior Recreation Products to supply labor, equipment and materials to install roof structures covering the spectator bleacher areas at the Lost Mountain Park upper hub complex, under the 2016 PARKS SPLOST program.

Support Services Agency

Property Management

37. To approve Supplemental Agreement No. 2 (final) to the contract with K-Team Engineering & Construction, for the renovation of existing restrooms at Police Precinct 1/Fire Station 8, partially funded by 2016 SPLOST Program X1040.

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.

APPOINTMENTS

38. To authorize submission to the Kennestone Hospital Authority names for consideration for an appointment to fill the expired term for Post 5.

COMMISSIONERS' PUBLIC ADDRESS

Per Section 2.01.01 of the Rules of Procedure of the Board

ADJOURNMENT

RESPONSE TO PUBLIC COMMENT

39. Response to Public Comment



BOC Commissioner (District 2)

Item No. 1.

Bob Ott, Commissioner

District 2

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Bob Ott, Commissioner

DATE: February 25, 2020

PURPOSE

To present Certificates of Recognition to the Mt. Bethel Christian Academy Robotics Team, "Batteries Not Included".

BACKGROUND

The Mt Bethel Christian Academy Robotic Team, "Batteries Not Included," advanced to the ©FIRST Robotics 2020 General State Meet. The team won the Design Award at the League Championship and secured a much coveted slot at the State meet.

Two Mt. Bethel students, Madison Grant and Patrick Villarreal, both Class of '21, were named as semifinalists for the FIRST Robotics Dean's List Award. Nominated by their mentors and selected by a panel of judges after a personal interview at the League Championships, these students will go to compete in a state-wide field of select students.

IMPACT STATEMENT

N/A

FUNDING

RECOMMENDATION

The Board of Commissioners to present Certificates of Recognition to the Mt. Bethel Christian Academy Robotics Team, "Batteries Not Included", for advancing to the Robotics 2020 Georgia State Meet.

ATTACHMENTS

None



BOC Commissioner (District 3)

Item No. 2.

JoAnn K. Birrell, Commissioner

District 3

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: JoAnn K. Birrell, Commissioner
DATE: February 25, 2020

PURPOSE

To present certificates of recognition to three Eagle Scouts of Troop 173 from St. Andrews United Methodist Church.

BACKGROUND

Three scouts from Boy Scout Troop 173 earned their Eagle Scout ranking:

Trent Baker, who currently attends KSU, earned his Eagle Scout recognition in 2019. He rebuilt the gazebo, cleared debris, and landscaped the Historic Olde Noonday Cemetery on Canton Road in Marietta. The cemetery dates to 1835 and includes graves of early Cobb settlers and former slaves;

Hunter Kresge, a Kell HS senior, earned his Eagle Scout recognition in 2018. He built an outdoor classroom at the Kennesaw Charter School; and,

Ashrit Jada, a senior at Wheeler HS, earned his Eagle Scout recognition last year, 2019, as well. He built an outdoor play area at Keheley Elementary School.

Troop 173 is chartered out of St. Andrew United Methodist Church on Canton Rd. in Marietta and was founded in 1987. The Troop has produced over 60 Eagle Scout recipients.

Approximately 6% of all Boy Scouts become Eagle Scouts.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners recognize Trent Baker, Hunter Kresge, and Ashrit Jada on achieving the rank of Eagle Scout.

ATTACHMENTS

None



BOC Commissioner (District 3)

Item No. 3.

JoAnn K. Birrell, Commissioner

District 3

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: JoAnn K. Birrell, Commissioner
DATE: February 25, 2020

PURPOSE

To present a certificate of recognition to Jake Crosson for his rank as Eagle Scout.

BACKGROUND

Jake Crosson earned his Eagle Scout rank in September 2019 with Troop 200. For his project, Jake constructed three benches in Skip Wells Park. While he was earning his Eagle Scout rank, he had a 3.8 GPA and lettered in wrestling and marching band. He graduated early from Kell High School in order to enlist in the Georgia Army National Guard and ship out to basic training. After basic training, he will be trained as a Signals Intelligence Analyst and then return to attend college at the University of North Georgia.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners present a certificate of recognition to Jake Crosson for earning his Eagle Scout rank.

ATTACHMENTS

None



BOC Commissioner (District 1)

Item No. 4.

Keli Gambrill, Commissioner

District 1

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Keli Gambrill, Commissioner

DATE: February 25, 2020

PURPOSE

To present a Certificate of Recognition to Keiko Huffman for being named the national "Student of the Year" by Keep America Beautiful.

BACKGROUND

High school student and Keep Cobb Beautiful intern Keiko Huffman, who recently won the Keep Georgia Beautiful Foundation's "Student of the Year Award" because of her work with KCB, has also been named the national "Student of the Year" by Keep America Beautiful.

This award honors a student in the state of Georgia who demonstrates outstanding leadership and dedication in raising awareness about solid waste issues, litter prevention, or recycling and/or the need for their peers to participate in activities that preserve and enhance natural resources and public lands.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners present a Certificate of Recognition to Keiko Huffman for being named the national "Student of the Year" by Keep America Beautiful.

ATTACHMENTS

None



Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 5.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: William Volckmann, Director/Comptroller
DATE: February 25, 2020

PURPOSE

To conduct a public hearing prior to the execution of a multi-year lease or lease purchase contract with respect to the financing of the construction and equipping of a new Fire Station 17 to be located at 3321 Ernest W. Barrett Parkway NW in unincorporated Cobb County ("Fire Station 17") through an installment sale financing with Association County Commissioners of Georgia.

BACKGROUND

On October 10, 2017, the Board of Commissioners approved a contract with The Howell Group for full architectural services related to the replacement of Fire Station 17 and approved an allowance for soil testing and survey.

On April 23, 2019, the Board of Commissioners adopted a Resolution declaring the County's intent to finance the construction and equipping of Fire Station 17 and certain related costs, including, without limitation, to reimburse from the financing proceeds such original expenditures incurred prior to the closing of the financing as permitted by the United States Internal Revenue Code of 1986, as amended, and authorizing the Finance Director-Comptroller to proceed with appropriate actions for the financing.

On June 25, 2019, the Board of Commissioners approved a contract with John W. Spratlin and Son LLC in the amount of \$5,556,812 to establish the Guaranteed Maximum Price for Construction Manager At-Risk services to build replacement Fire Station 17, approved procurement through the Purchasing Department of furniture, fixtures and equipment in the amount of \$550,000, and approved a project contingency of \$393,188 for unforeseen conditions, for a total project construction and equipping budget of \$6,500,000.

On February 11, 2020, the Board of Commissioners adopted a Resolution authorizing the financing of the costs of construction and equipping of Fire Station 17 and the costs of financing by procuring an installment sale financing (the "Installment Sale Financing") with the Association County Commissioners of Georgia's ("ACCG") in accordance with Official Code of Georgia Annotated 36-60-13, et seq., as amended (the "Multiyear Lease Purchase Law"), in the not-to-exceed principal amount of \$6,750,000, approved certain other not-to-exceed financing parameters, delegated to authorized County officials the authority to award on behalf

of the County the Installment Sale Financing within such not-to-exceed financing parameters, approved a form of Installment Sale Agreement between the County and ACCG, approved certain other financing documents, and authorized appropriate officials of the County to prepare and publish the required advance public notice for the public hearing required under Section 36-60-13(g) of the Multiyear Lease Purchase Law, which states as follows:

"No contract developed and executed pursuant to this Code section with respect to the acquisition of real property may be delivered unless a public hearing has been held by the county or municipality after two weeks' notice published in a newspaper of general circulation within the county or municipality."

Notice of the Public Hearing was advertised in The Marietta Daily Journal on February 7, 2020, February 14, 2020 and February 21, 2020.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners conduct a public hearing prior to the execution of a multi-year lease or lease purchase contract with respect to the financing of the costs of the construction and equipping of Fire Station 17 located at 3321 Ernest W. Barrett Parkway NW in unincorporated Cobb County and the costs of financing.

ATTACHMENTS

1. Cobb Fire Station - ACCG Installment Sale - Public Hearing Notice

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Cobb County Board of Commissioners will hold a public hearing at 7:00 P.M. on Tuesday, February 25, 2020, in the Board of Commissioners Public Meeting Room, Second Floor, Cobb County Administration Building, 100 Cherokee Street, Marietta, Georgia 30090, pursuant to the provisions of Official Code of Georgia Annotated Section 36-60-13(g), which requires that prior to the delivery of a multi-year lease or lease purchase contract "of all kinds" with respect to the acquisition of real property, Cobb County must hold a public hearing after two weeks' notice published in a newspaper of general circulation within Cobb County. Cobb County (the "County") proposes to enter into an Installment Sale Agreement between the County and Association County Commissioners of Georgia providing for an annually renewable multi-year installment purchase and sale financing, subject to annual appropriation and subject to the County's right to terminate the Installment Sale Agreement at the end of each fiscal year in accordance with Official Code of Georgia Annotated, Section 36-60-13, *et seq.*, as amended, in order to finance, in whole or in part, the costs of construction and equipping of the Cobb County Fire Station 17 facilities to be located at 3321 Ernest W. Barrett Parkway NW, Marietta, Georgia 30064, in unincorporated Cobb County, on land previously acquired by the County, costs of issuance and closing cost, and other permitted costs and expenses related thereto, including, without limitation, reimbursement of the expenditures incurred by the County on the Fire Station permissible in accordance with the County's Intent Resolution adopted on April 23, 2019, in the current not to exceed principal amount of \$6,750,000 and for an installment sale term not to exceed ten (10) years. Commencing no later than February 19, 2020 during normal business hours on business days, a preliminary pre-pricing draft of the proposed Installment Sale Agreement will be on file in the office of the Clerk of the Board of Commissioners of Cobb County in the aforesaid County Administration Building for the purpose of examination and inspection prior to the public hearing. All persons residing in Cobb County may appear and be heard at said public hearing.



Superior Court Clerk's Office

Item No. 6.

Rebecca Keaton

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Rebecca Keaton

DATE: February 25, 2020

PURPOSE

To adopt a resolution authorizing the continued operation and funding of a total of six Boards of Equalization for 2020 as required by O.C. G.A. 48-5-311(a)(1)

BACKGROUND

Georgia Law (O.C.G.A § 48-5-311 (a.2) (1)) establishes in each county of this state a county board of equalization to consist of three members and three alternate members appointed in the manner and for the term set forth in this Code section. In those counties having more than 10,000 parcels, the county may elect, by appropriate resolution adopted on or before November 1 of each year, to have one additional board of equalization for each 10,000 parcels.

IMPACT STATEMENT

N/A

FUNDING

Funding is available in the BOE budget under the Clerk of Superior Court's Office.

RECOMMENDATION

The Board of Commissioners adopt a resolution authorizing the continued appointment of the existing six Boards of Equalization per Georgia Law.

ATTACHMENTS

1. 2020 BOE Resolution



RESOLUTION

- Whereas: Georgia Law provides for the establishment of one Board of Equalization in each county in this State; and
- Whereas: Georgia Law also provides that governing authority (Board of Commissioners) may annually elect to have one additional Board of Equalization for each 10,000 parcels of real estate; and
- Whereas: The county has utilized a total of six Boards of Equalization authorized by the Board of Commissioners in 2014; and

BE IT RESOLVED

That we, the Cobb County Board of Commissioners, authorize the continued operation and funding of a total of six Boards of Equalization for 2020 as required by O.C.G.A. 48-5-311(a)(1)

This _____ day of February, 2020

CHAIRMAN

DISTRICT 1

DISTRICT 3

DISTRICT 2

DISTRICT 4



Superior Court Administration

Item No. 7.

Tom Charron, Court Administrator

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Tom Charron, Court Administrator
DATE: February 25, 2020

PURPOSE

To authorize the application for grant funds from the Criminal Justice Coordinating Council for the Cobb County Mental Health Court.

BACKGROUND

The Superior Court operates a Mental Health Court which currently receives funding from the Criminal Justice Coordinating Council (CJCC). Applications for next year's funding for July 1, 2020 through June 30, 2021 are due by March 20, 2020. The Mental Health Court is requesting to submit a grant application to receive funding, at the direction of the Accountability Court Funding Committee, for continued operations of the Mental Health Court. Staff and operations costs are covered by grant funding. Funding operations will include personal salaries including benefits, supplies, transportation, drug testing, and treatment materials for participants use. If awarded grant funds, the Superior Court will submit a subsequent agenda item to the Board of Commissioners to appropriate funding.

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.

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners authorize the application for grant funds from the Criminal Justice Coordinating Council for the Cobb County Mental Health Court. These funds will be used during the period of July 1, 2020 through June 30, 2021.

ATTACHMENTS

None



Superior Court Administration

Item No. 8.

Tom Charron, Court Administrator

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Tom Charron, Court Administrator
DATE: February 25, 2020

PURPOSE

To authorize the application for grant funds from the Criminal Justice Coordinating Council (CJCC) for the Cobb County Adult Drug Treatment Court.

BACKGROUND

The Superior Court operates an Adult Drug Treatment Court program which currently receives funding from the Criminal Justice Coordinating Council (CJCC). Applications for next year's funding for July 1, 2020 through June 30, 2021 are due by March 20, 2020. The Adult Drug Treatment Court program is requesting to submit a grant application to receive funding, at the direction of the Accountability Court Funding Committee, for continued operations of the Adult Drug Treatment Court. Funding operations will include personal services including benefits, supplies, transportation, as well as professional services to provide counseling and drug screening. If awarded grant funds, the Superior Court will submit a subsequent agenda item to the Board of Commissioners to appropriate funding.

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

N/A

RECOMMENDATION

The Board of Commissioners authorize the application for grant funds from the Criminal Justice Coordinating Council for the Cobb County Adult Drug Treatment Court.

ATTACHMENTS

None



Superior Court Administration

Item No. 9.

Tom Charron, Court Administrator

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Tom Charron, Court Administrator
DATE: February 25, 2020

PURPOSE

To authorize the application of grant funds from the Criminal Justice Coordinating Council (CJCC) for the Cobb County Veterans Accountability and Treatment Court.

BACKGROUND

The Superior Court operates an Veterans Accountability and Treatment Court program which currently receives funding from the Criminal Justice Coordinating Council (CJCC). Applications for next year's funding for July 1, 2020 through June 30, 2021 are due by March 20, 2020. The Veterans Accountability and Treatment Court program is requesting to submit a grant application to receive funding, at the direction of the Accountability Court Funding Committee, for continued operations of the Veterans Accountability and Treatment Court. Funding operations will include personal salaries including benefits, supplies, transportation, as well as professional services to provide counseling and drug screening. If awarded grant funds, the Superior Court will submit a subsequent agenda item to the Board of Commissioners to appropriate funding.

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

N/A

RECOMMENDATION

The Board of Commissioners authorize the application for grant funds from the Criminal Justice Coordinating Council for the Cobb County Veterans Accountability and Treatment Court.

ATTACHMENTS

None



Juvenile Court

Adolphus Graves, Juvenile Court
Administrator
Districts All

Item No. 10.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Adolphus Graves, Juvenile Court Administrator
DATE: February 25, 2020

PURPOSE

To authorize the application for grant funds from the Criminal Justice Coordinating council for the Family Treatment Court program.

BACKGROUND

The Juvenile Court currently operates a Family Treatment Court program which receives funding from the Criminal Justice Coordinating Council (CJCC). Applications for funding for July 1, 2020 through June 30, 2021 are due March 20, 2020. The Family Treatment Court Program is requesting to submit a grant application to receive funding, at the direction of the Accountability Court Funding Committee, for continued operations of the Family Treatment Court. Funding operations will include contract therapy services, drug screening supplies, transportation, training and travel. If awarded grant funds, the Juvenile Court will submit a subsequent agenda item to the Board of Commissioners to accept and appropriate funding.

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 will be needed. If this funding were reduced or not made available to the Court, the services will no longer exist.

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners authorize the application for grant funds from the Criminal Justice Coordinating Council for Cobb County Juvenile Court Family Treatment Court Program.

ATTACHMENTS

None



Juvenile Court

Adolphus Graves, Juvenile Court
Administrator
Districts All

Item No. 11.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Adolphus Graves, Juvenile Court Administrator
DATE: February 25, 2020

PURPOSE

To authorize appropriation of prior year budget savings into the FY2020 budget and authorize the creation of a new Part-time, Temporary position of Judicial Administrative Technician III.

BACKGROUND

Juvenile Court is seeking to create a Part Time, Temporary position of Judicial Administrative Technician III, grade 8P. This position will assist the Juvenile Court Clerk's office in ensuring that all court filings, orders and records are accurately maintained and up to date.

The Finance department has reviewed and verified Juvenile Court's exact FY2019 budget savings available to carry forward into FY2020 to be \$107,254.14. Juvenile Court Administration is seeking to utilize this savings for the above position and for professional services.

IMPACT STATEMENT

N/A

FUNDING

Increase revenue	010-190-8900-4980	(Fund Balance Appropriation)	\$107,254.14
Increase expenditure	010-190-8900-6018	(Part-time salary)	\$ 39,014.13
Increase expenditure	010-190-8900-6326	(Professional Services)	\$ 68,240.01
	TOTAL		\$107,254.14

RECOMMENDATION

The Board of Commissioners authorize the appropriation of prior year budget savings in the amount of \$107,254.14 into the FY2020 budget; authorize the creation of a new Part-time, Temporary position of Judicial Administrative Technician III, grade 8P; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



State Court Administration

Eric Brewton, Judge

Districts All

Item No. 12.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Eric Brewton, Judge

DATE: February 25, 2020

PURPOSE

To authorize the application for grant funding from the Criminal Justice Coordinating Council for the Cobb County DUI Court Program.

BACKGROUND

The State Court operates the DUI Court Treatment Program which currently receives funding from the Criminal Justice Coordinating Council (CJCC). Applications for next years funding for July 1, 2020 through June 30, 2021, are due by mid-March, 2020. The DUI Court Program is requesting authorization to submit a grant application to receive funding, at the direction of the Accountability Court Funding Committee, for continued operations of the DUI Court Program. Funding will include personnel salaries, transportation assistance for participants, and professional counseling services. If awarded grant funds, the State Court will submit a subsequent agenda item to the Board of Commissioners to appropriate funding.

IMPACT STATEMENT

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

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners authorize the application for grant funding from the Criminal Justice Coordinating Council for the Cobb County DUI Court Program.

ATTACHMENTS

None



Water System

Item No. 13.

Judy Jones, P.E., Agency Director

District 1

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Judy Jones, P.E., Agency Director
DATE: February 25, 2020

PURPOSE

To approve Change Order No. 1 (final) to the construction contract with Site Engineering, Inc. for Hogan Drive Area Sewer Extension, Program No. S1122.

BACKGROUND

On December 12, 2017, the Board of Commissioners awarded Site Engineering, Inc. a contract for installation of approximately 2,800 linear feet of new 8-inch ductile iron and polyvinyl chloride sewer lines and all related appurtenances to provide sewer services to lots currently served by septic systems along Allyn Way, Allyn Drive, and Hogan Drive.

The construction has been completed at a cost of \$858,662.00 or \$38,658.00 less than the approved contract amount of \$897,320.00. The decrease is primarily due to a field modification to the design which resulted in a reduction of approximately 108 linear feet of 8-inch ductile iron pipe and one manhole.

Original Contract	\$897,320.00
Change Order No. 1 (final)	<u>(\$ 38,658.00)</u>
Revised Contract	\$858,662.00

IMPACT STATEMENT

N/A

FUNDING

No additional funding is required for the Water System’s Hogan Drive Area Sewer Extension, Program No. S1122.

Decrease Encumbrance:			
GAE 510121217403	510-500-5755-8260	S1122-C	\$38,658.00

Transfer from:			
Hogan Drive Area Sewer Extension			
Construction	510-500-5755-8260	S1122-C	\$38,658.00
Interest Expense on Retainage	510-500-5755-6613	S1122-A	\$ 1,726.76
Materials & Supplies	510-500-5755-8265	S1122-M	\$ 5,000.00
Contingency	510-500-5755-8810	S1122-T	<u>\$17,920.00</u>
Total			\$63,304.76

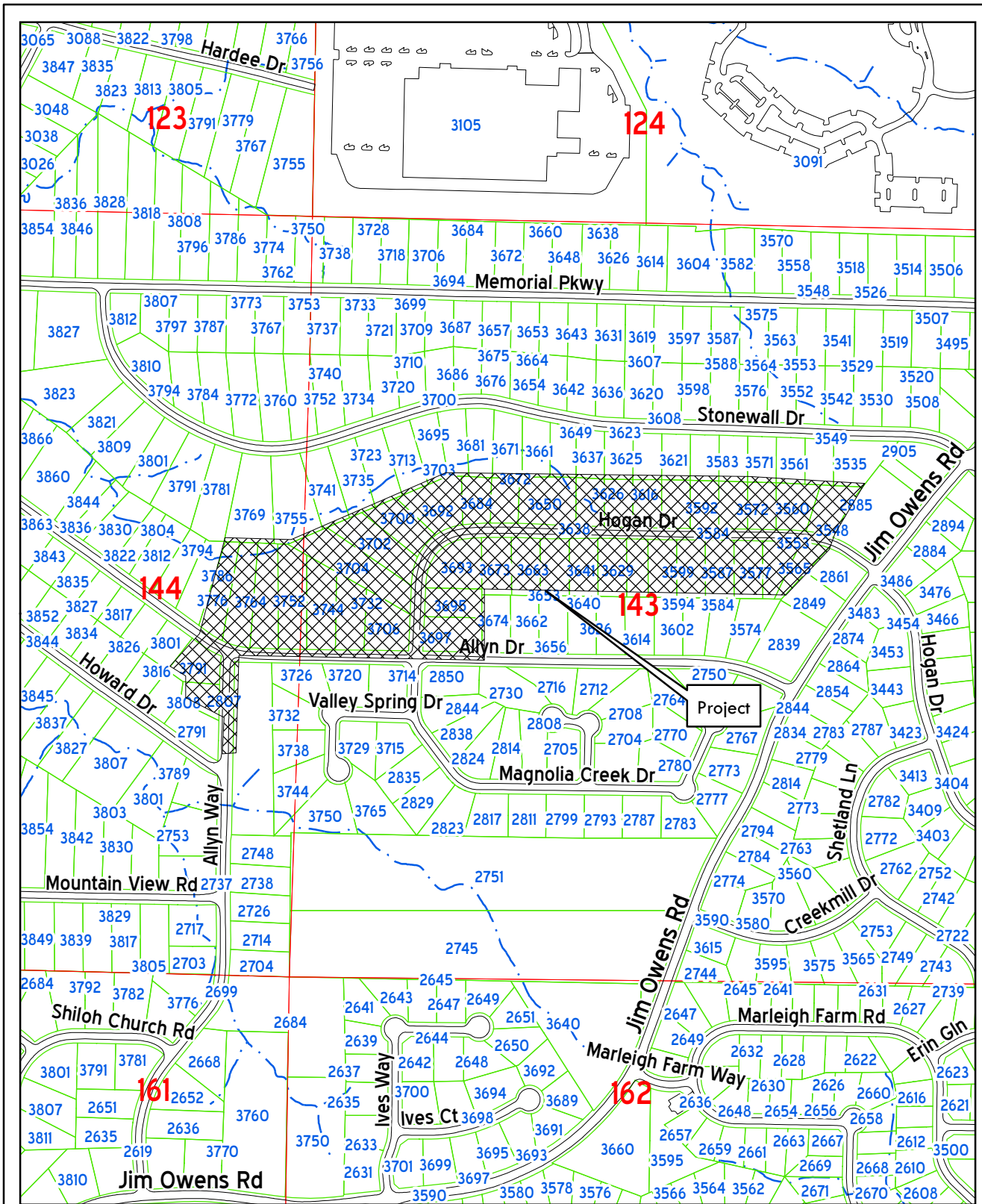
Transfer to:			
Sanitary Sewer for Septic Tank Subdivisions			
Preliminary Estimates	510-500-5755-8005	S2512-Z	\$63,304.76

RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the construction contract with Site Engineering, Inc., a savings to the project in the amount of \$38,658.00, for Hogan Drive Area Sewer Extension, Program No. S1122; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

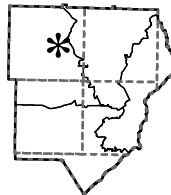
ATTACHMENTS

1. Map - 022520 Hogan Drive Area Sewer Extension S1122



Project: Hogan Drive Area Sewer Extension
 Program Number: S1122
 Land Lot(s): 143, 144
 District(s): 20
 Commission District(s): 1

1:6,000





Water System

Item No. 14.

Judy Jones, P.E., Agency Director

District 3

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Judy Jones, P.E., Agency Director

DATE: February 25, 2020

PURPOSE

To approve Change Order No. 1 (final) to the construction contract with IPR Southeast, LLC for the Pinetree Country Club Area Sanitary Sewer Rehabilitation, Program No. S1128.

BACKGROUND

On October 24, 2017, the Board of Commissioners awarded IPR Southeast, LLC, a contract to rehabilitate 8-inch sewer mains by cured-in-place lining, cured-in-place sectional point repairs, cured-in-place service connection renewals, installation of service lateral cleanouts, same-ditch sewer relay, and sewer point repairs in the vicinity of Pinetree Country Club.

The construction has been completed at a cost of \$1,013,706.42 or \$361,490.93 less than the approved contract amount of \$1,375,197.35. The decrease is due to reduced scope of the anticipated rehabilitation work and other final quantity adjustments. The video inspections, conducted prior to lining, revealed an area where rehabilitation was not required which reduced the amount of cured-in-place lining, sectional point repairs, and quality testing.

Original Contract	\$1,375,197.35
Change Order No. 1 (final)	<u>(\$ 361,490.93)</u>
Revised Contract	\$1,013,706.42

IMPACT STATEMENT

N/A

FUNDING

No additional funding is required for the Water System’s Pinetree Country Club Area Sanitary Sewer Rehabilitation, Program No. S1128.

Decrease Encumbrance:

GAE 510102417702	510-500-5755-8260	S1128-C	\$361,490.93
------------------	-------------------	---------	--------------

Transfer from:

Pinetree Country Club Area Sanitary Sewer Rehabilitation

Construction	510-500-5755-8260	S1128-C	\$361,490.93
Interest Expense on Retainage	510-500-5755-6613	S1128-A	\$ 1,630.09
Materials & Supplies	510-500-5755-8265	S1128-M	\$ 5,000.00
Contingency	510-500-5755-8810	S1128-T	<u>\$ 27,520.00</u>
Total			\$395,641.02

Transfer to:

Unidentified New/Replacement Sewer Lines

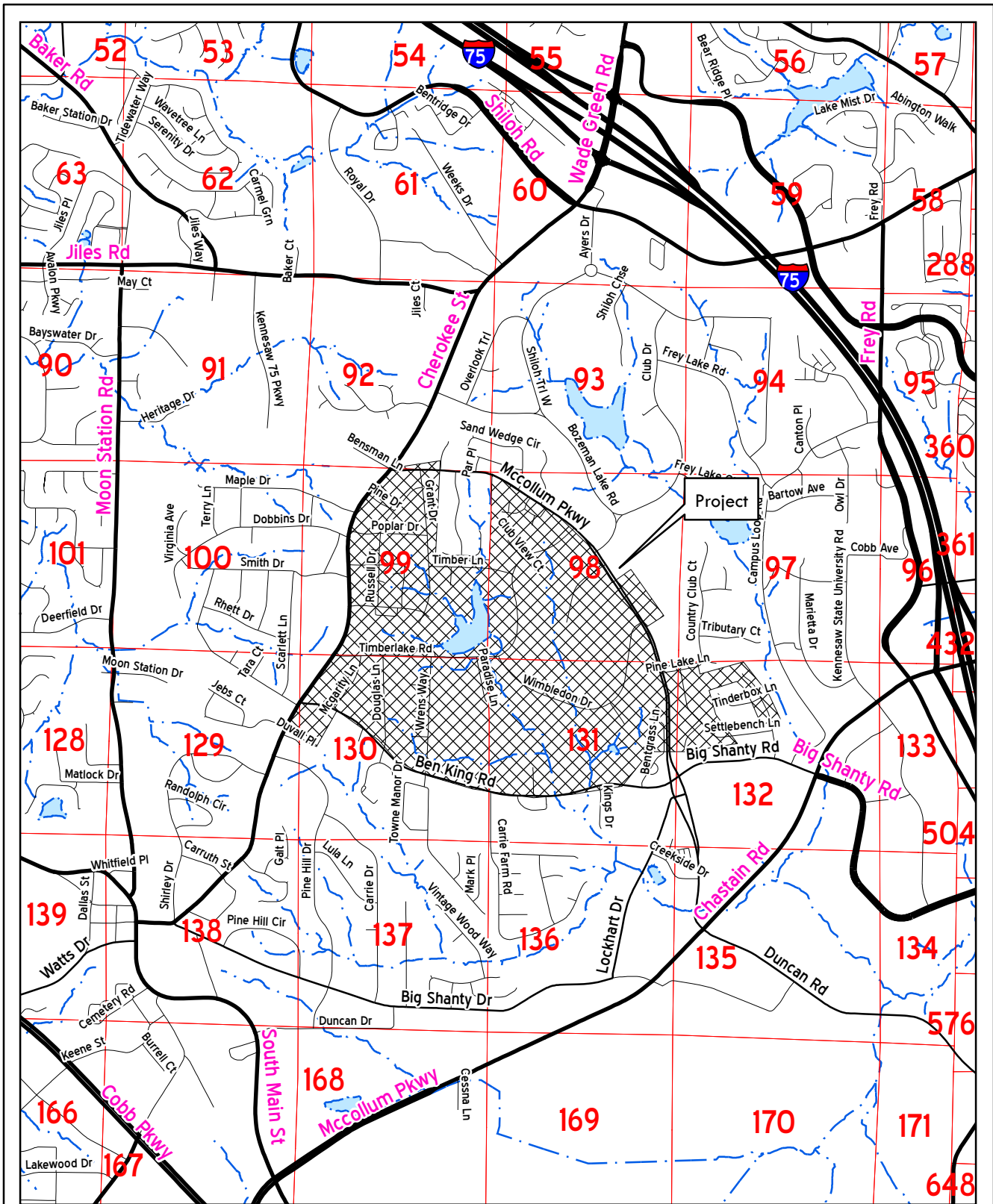
Preliminary Estimates	510-500-5755-8005	S2503-Z	\$395,641.02
-----------------------	-------------------	---------	--------------

RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the construction contract with IPR Southeast, LLC, a savings to the project in the amount of \$361,490.93, for Pinetree Country Club Area Sanitary Sewer Rehabilitation, Program No. S1128; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

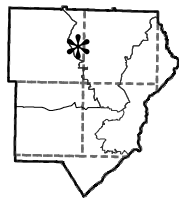
ATTACHMENTS

1. Map - 022520 CO1(final) Pinetree Country Club Area Sanitary Sewer Rehabilitation S1128



Project: Pinetree Country Club Area
 Sanitary Sewer Rehabilitation
 Program Number: S1128
 Land Lot(s): As Shown
 District(s): 20
 Commission District(s): 3

1:24,000





Water System

Judy Jones, P.E., Agency Director

Districts All

Item No. 15.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Judy Jones, P.E., Agency Director
DATE: February 25, 2020

PURPOSE

To authorize the use of available State Contracts and Sourcewell (formerly NJPA) Contracted Pricing Agreements, for the procurement of replacement vehicles and equipment for the Water System's System Maintenance Division.

BACKGROUND

The Water System's System Maintenance Division has seven vehicles and one piece of equipment, utilized for the maintenance and repair of water distribution and wastewater collection infrastructure, that have exceeded their useful life expectancy, are operating at diminished functional capacity, and are increasingly expensive to repair and maintain. Replacement of these vehicles and this equipment was approved in the FY20 Adopted Operating Budget for the Water System.

In an effort to more effectively leverage State Contracts and existing Contracted Pricing Agreements, the Water System is requesting the Board of Commissioners authorize the use of these available avenues to enter into purchase agreements with the appropriate vendors to replace the listed vehicles and equipment within the FY20 vehicle replacement budget.

In leveraging these contracts, the Water System will process orders for multiple vehicles with contracts that will exceed the purchase threshold of \$100,000.00. The County's Policy on *Procurement and Contract Management* requires Board of Commissioners' approval on 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.

Vehicle/Equipment replacements will include the following:
Four 4x4 pickup trucks, three utility body crew trucks, and an excavator.

4x4 Pick Up Trucks (4)	\$135,424.00
Utility Body Crew Trucks (3)	\$475,260.84
Excavator (1)	<u>\$124,253.00</u>
Total	\$734,937.84

IMPACT STATEMENT

There is no fiscal impact as a result of this item. The Water System is requesting Board of Commissioners approval to leverage state contracts in an amount that does not exceed the approved vehicle replacement budget for this fiscal year. Maintenance cost for this equipment is included in both the Water System and Fleet Management Department budgets.

FUNDING

Funding is available in the FY20 Water System’s Adopted Operating Budget.

RECOMMENDATION

The Board of Commissioners authorize the use of available State Contracts and Sourcewell (formerly NJPA) Contracted Pricing Agreements, for the procurement of replacement vehicles for the Water System’s System Maintenance Division, in the amount of \$734,937.84; and authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Transportation

Erica Parish, Agency Director

Districts 1, 3

Item No. 16.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Agency Director

DATE: February 25, 2020

PURPOSE

To approve a Termination of Lease and Operating Agreement with SiteOne Landscape Supply, LLC, and approve a new Lease and Operating Agreement with SiteOne Landscape Supply, LLC at Cobb County International Airport - McCollum Field.

BACKGROUND

On September 25, 2007, the Board of Commissioners approved an eight-year lease, including two five-year renewal options, with Stone Forest Materials, LLC (Stone Forest) for 10.9 acres of property at Cobb County International Airport – McCollum Field (Airport). This property, located below the approach to Runway 9, has no runway access to the Airport. The leased premises adjoin other premises owned by SiteOne Landscape Supply, LLC (SiteOne) and is used for additional storage of landscape materials.

On May 11, 2010, the Board approved Amendment No. 1 to the Lease Agreement (Lease) with Stone Forest to increase the monthly rent and amend the Consumer Price Index (CPI) calculations for the 2008-2010 time period, which included automatic adjustments on a triennial basis throughout the life of the Lease.

On November 11, 2014, the Board approved Amendment No. 2 to the Lease with Stone Forest to exercise the first five-year Lease Renewal term, beginning October 1, 2015. Amendment No. 2 also adjusted the Base Rent to the current prevailing market rent for the premises, under the same terms and conditions.

On July 26, 2016, the Board approved Lease Amendment No. 3 to the Lease with Stone Forest to amend the CPI benchmark year to 2015 at the Airport.

On January 24, 2017, the Board approved the Transfer, Assignment, and Consent Agreement and Estoppel with Stone Forest and SiteOne to assign the Lease at the Airport.

SiteOne has proposed a new nine-year, nine-month Lease to include two five-year renewal options to replace the existing Lease, which expires September 30, 2020. The existing Lease will be terminated and the new Lease will include updated language regarding current Airport standards. The new Lease will also provide

SiteOne with a suitable initial term for on-going business operations, and will include two five-year term renewal options. Beginning October 1, 2020, rent will increase from the current \$54,600.00 per year to \$78,500.00 per year, with adjustments for inflation.

The Termination of Lease and Operating Agreement and the new Lease and Operating Agreement with SiteOne have both been reviewed by the County Attorney's Office.

IMPACT STATEMENT

N/A

FUNDING

N/A

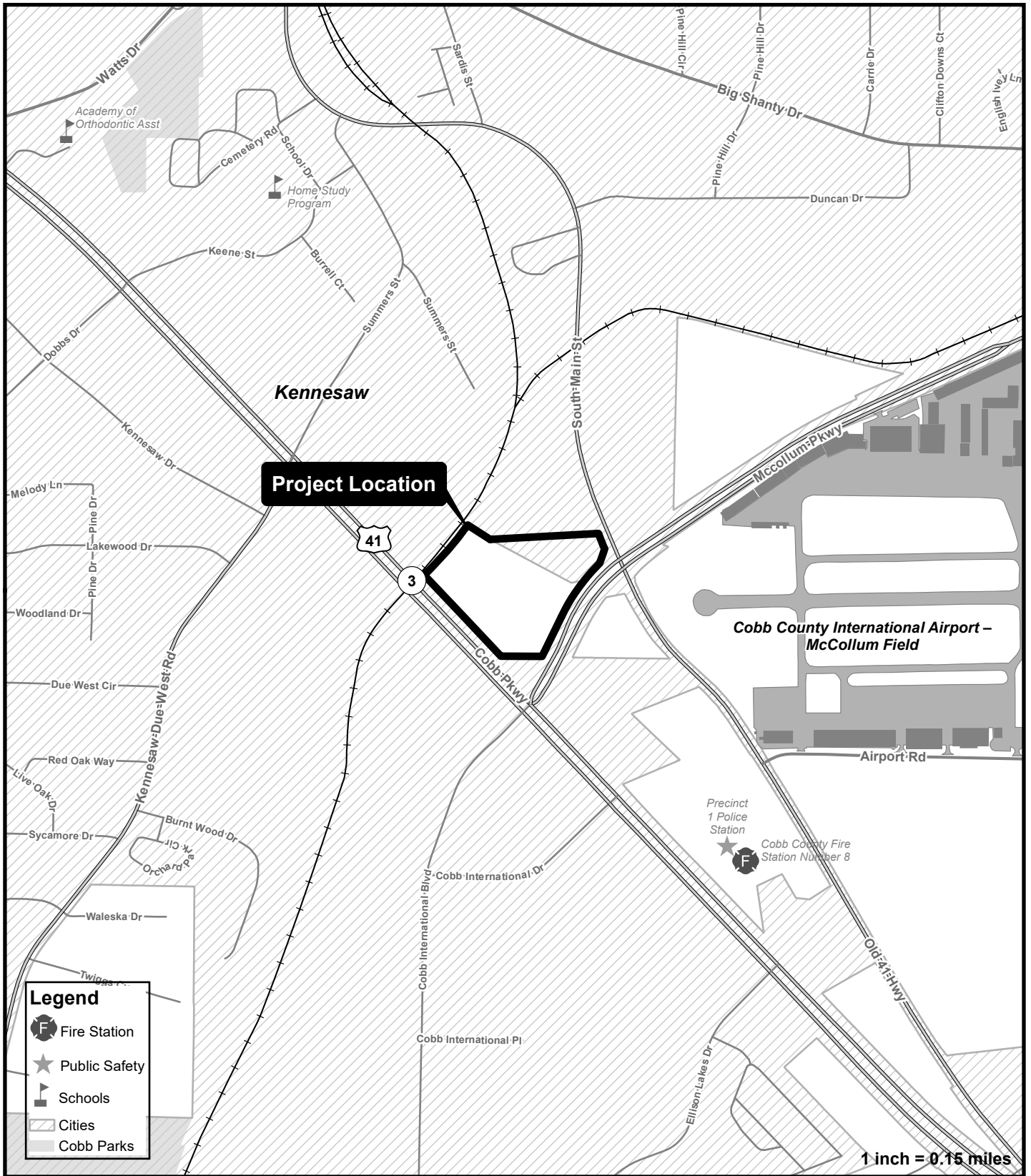
RECOMMENDATION

The Board of Commissioners approve a Termination of Lease and Operating Agreement with SiteOne Landscape Supply, LLC; approve a new nine-year, nine-month Lease and Operating Agreement, to include two five-year term renewal options, with SiteOne Landscape Supply, LLC at Cobb County International Airport - McCollum Field; and authorize the Chairman to execute the necessary documents, in forms similar to those attached and as approved by the County Attorney's Office.

ATTACHMENTS

1. Location Map
2. Termination of Lease and Operating Agreement with SiteOne Landscape Supply, LLC
3. Lease and Operating Agreement with SiteOne Landscape Supply, LLC

LOCATION MAP



Department of Transportation

PROJECT:
 SiteOne Landscape Supply, LLC Lease and Operating Agreement
 Cobb County International Airport – McCollum Field

DATE: February 25, 2020



Notes: Commission Districts 1, 3

**STATE OF GEORGIA
COUNTY OF COBB**

TERMINATION OF LEASE AND OPERATING AGREEMENT

This Agreement is entered into as of the ____th day of _____, 2020, by and between COBB COUNTY, a political subdivision of the State of Georgia (“Lessor”), and SITEONE LANDSCAPE SUPPLY, LLC, (“Lessee”), a Georgia corporation with authority to do business in the State of Georgia.

Witnesseth:

WHEREAS, Lessor and Stone Forest Materials, LLC entered into a Lease and Operating Agreement, dated October 1, 2007 (the “Lease”), for the operation of a landscape supply business on certain premises located at Cobb County International Airport –McCollum Field in Kennesaw, Georgia, as more fully described in the Lease (“Premises”); and

WHEREAS, Lessor did approve a Lease Assignment and Assumption Agreement, dated January 31, 2017, between Stone Forest Materials, LLC (“Stone Forest”), and SiteOne Landscape Supply, LLC assigning all right, title and interest of Stone Forest in and to the Lease to Lessee; and.

WHEREAS, Lessor and Lessee desire to enter into a new lease for the Premises

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Lease Termination. The Lease is hereby terminated effective on March 31, 2020 (“Termination Date”).
2. Lease Liability.
 - a. Lessor. Lessor shall have no further obligations or liabilities under the Lease as of the Termination Date, except for any violation or default under the terms of this Agreement. Lessee hereby releases and forever discharges Lessor, its elected officials, officers, agents, employees, successors, assigns, and attorneys, from and against

any and all claims, demands, obligations, rights, liabilities, suits, actions, damages, costs, expenses, including reasonable attorneys' fees, of any kind whatsoever, which Lessee ever had, now has, or may later claim to have or to have had against Lessor concerning, arising out of, or in any way directly or indirectly relating to the Lease and Lessee's use or occupation of the Premises prior to the termination of the Lease pursuant to this Agreement.

b. Lessee. Except as otherwise provided herein, Lessee shall have no further obligations or liabilities under the Lease, except for any unpaid rent or other charges accruing prior to the Termination Date (including any taxes, assessments or utility charges that accrued prior to the Termination Date and are due and payable after such date), any violation or default under the terms of this Agreement, and liability for any defaults under the Lease which occurred prior to the Termination Date, and any Lessee indemnities or obligations which accrued prior to the Termination Date, but which by the terms of the Lease would survive the termination or expiration of the Lease.

3 This Agreement contains the entire agreement between Lessor and Lessee relating to the transaction contemplated hereby and all prior or contemporary agreements, understandings, representations and statements, oral or written, are merged herein. No modification, waiver, amendment, discharge or change of this Agreement will be valid unless in writing and signed by the party against whom enforcement of such modification, waiver, amendment, discharge or change is sought.

4. This Agreement is made pursuant to, and shall be governed, construed and interpreted by, and in accordance, with the laws of the State of Georgia without regard to choice of law rules or rulings. All disputes relating to this Agreement shall be resolved by litigation in the courts of Cobb County, Georgia. Each party hereto expressly agrees to submit to such jurisdiction and venue for purposes of this Agreement.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which counterparts shall constitute one Agreement.

6. Time is of the essence of this Agreement.

7. Each party represents to the others that it is duly authorized to execute this Agreement and the person(s) executing this Agreement on behalf of the parties hereto is (are) duly authorized to execute the same.

8. If any provisions of this Agreement or portion of a provision or the application thereto to any person or circumstance is, for any reason, held invalid or unenforceable, the remainder of this Agreement (or remainder of such provision), and the application thereof to other persons or circumstances, shall not be affected thereby.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

LESSOR:
COBB COUNTY, GEORGIA

Signed Sealed and delivered
In the presence of:

By: _____
Michael H. Boyce, Chairman
Board of Commissioners

Attest: _____
Witness

County Clerk

[SEAL]

Notary Approved as to form

County Attorney

LESSEE:
SITEONE LANDSCAPE SUPPLY,
LLC.

Signed Sealed and delivered
In the presence of: _____

Witness

By:

Tanya Gillgren Notary
Tanya Gillgren

Title: Scott Sal
Attest: Scott Salmon
Title: EVP-Strategy & Development

[SEAL]



STATE OF GEORGIA

COUNTY OF COBB

COBB COUNTY INTERNATIONAL AIRPORT – MCCOLLUM FIELD

LEASE AND OPERATING AGREEMENT

BETWEEN COBB COUNTY AND SITEONE LANDSCAPE SUPPLY, LLC

This Lease and Operating Agreement (the "Agreement" or "Lease") is entered into and effective as of the ___ day of _____, 2020 (the "Effective Date"), by and between **COBB COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Lessor"), and **SITEONE LANDSCAPE SUPPLY, LLC**, a Delaware limited liability company with authority to do business in the State of Georgia and in Cobb County Georgia, whose principal place of business is located at 300 Colonial Center Parkway, Suite 600, Roswell, Georgia 30076 ("Lessee") (sometimes hereinafter referred to collectively as the "Parties" or each respectively as a "Party").

Witnesseth:

WHEREAS, Lessor now owns, controls, and operates Cobb County International Airport - McCollum Field (the "Airport") in the County of Cobb, State of Georgia; and

WHEREAS, Lessor owns real property totaling approximately 10.9 acres at the west end of runway 9-27 of the Airport which forms a Runway Protection Zone ("RPZ") as defined by the Federal Aviation Administration ("FAA"); and

WHEREAS, Lessor has an interest in promoting economic growth; and

WHEREAS, Lessor and Lessee entered into a Lease and Operating Agreement for that property, dated October 1, 2007 ("Current Lease"), subject to RPZ restrictions; and

WHEREAS, Lessee and Lessor desire to terminate the Current Lease and enter into a new agreement to extend the term and make other revisions to the Current Lease, as provided in this Agreement; and

WHEREAS, it is the parties' intention to enter into this Agreement, which Agreement shall supersede and take the place of the Current Lease and all amendments thereto, rendering them null and void and of no further effect as of the Effective Date of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the premises and the mutual covenants contained in this Agreement, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

TERM

- A. Term.** The term of this Agreement shall be for a period of ten (9) years and nine (9) months (the "Term") commencing on the 1st day of April, 2020 (the "Commencement Date"), and continuing through the 31st day of December 2029 (the "Termination Date"), unless earlier terminated pursuant to the provisions of this Agreement.
- B. Options to Renew.** Lessee shall have the option(s), upon Lessor's prior written consent in its sole discretion, to renew the Term of this Agreement for two (2) successive five (5) year terms after the expiration of the Term or a Renewal Term (each, a "Renewal Term"). Lessee's exercise of an option to renew the lease shall be made in writing delivered to Lessor not less than one hundred and eighty (180) days prior to the expiration of the then existing Term or Renewal Term, as applicable, and may be exercised provided that Lessee is not in default of this Agreement beyond any applicable notice and cure period. Lessor may grant the Option to Renew subject to all of the existing terms and provisions of this Lease or Lessor may, in its sole discretion, in lieu thereof offer to lease the Premises to Lessee pursuant to the terms and provisions of a new agreement.

ARTICLE II

LEASED PREMISES

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following real property, including all easements, rights-of-way, buildings, structures, and other improvements, fixtures, systems, fiber optics and other conduit located on such real property and including any future capital improvements constructed by or for Lessee after the Effective Date of this Agreement (the "Premises"), in accordance with Article IV of this Agreement and the rules and regulations governing the Airport:

- A. Description.** All that tract or parcel of land lying and being in the 20th District, 2nd Section, Land Lot 167, Cobb County, Georgia, and being more fully depicted on a plat prepared by the Cobb County Department of Transportation, Survey Section / Henry E. Bryan, Jr. dated January 22, 2007, and attached hereto as "Exhibit A" and made a part hereof. The tract is subject to all easements and other matters shown on the above referenced plat as well as those of record.

The subject tract contains approximately 475,588 square feet as depicted on Exhibit A attached hereto.

- B. Condition and Suitability of the Premises.** LESSEE AGREES THAT LESSEE IS LEASING THE PREMISES, "AS IS," "WHERE IS" and "WITH ALL FAULTS" AND LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO FITNESS, MERCHANTABILITY, USE OR CONDITION OF EITHER THE PREMISES OR ITS

SUITABILITY FOR LESSEE'S INTENDED PURPOSES. Lessee leases the Premises and accepts the Premises without representation or warranty by Lessor, express or implied, in fact or by law, and without recourse, with respect to (a) the condition of the Premises, including, but not limited to the soil and subsurface conditions thereof, (b) the ability to use the Premises for any particular purpose, (c) access to or from the Premises, and (d) the existence or adequacy of present or future availability of any utilities to service the Premises, including, but not limited to, drainage and sewage facilities. Lessee has been provided the opportunity to enter upon the Premises to inspect, test, examine, survey, make test borings, soil bearing tests or other engineering or landscaping tests, surveys, observations, or studies as Lessee may deem necessary, and to ascertain the availability of utilities and services, zoning approvals for Lessee's intended use, and all federal, state or other local permits or licenses and approvals for the operation of Lessee's intended use.

Lessee shall, and does hereby, indemnify and hold harmless Lessor from and against any and all costs, damages, claims and liabilities whatsoever, including without limitation, all attorneys' fees and expenses at both the trial and appellate levels, which in any way arise out of or are related to any inspection of the Premises by Lessee or any mechanic's or materialman's liens which may arise in connection with the performance of any work by or at the request of Lessee with respect to any such inspections. The foregoing indemnity provision shall expressly survive any termination or expiration of this Agreement.

- C. Lessee Responsibility.** Lessee agrees to be solely responsible for, and absolve Lessor of any and all responsibility as to, site drainage, or use and development costs of any kind.
- D. Fulfillment of Aviation Needs.** Notwithstanding the above, it is understood and agreed that should Lessor and the Federal Aviation Administration ("FAA") jointly determine that the activities being conducted on the Premises are not acceptable activities within a Runway Protection Zone as defined by the FAA, and Lessee is unwilling or unable to satisfy the requirements that would bring the activities into conformance with same within one (1) month after Lessor's written notification to Lessee of the need therefor, then Lessee shall relinquish immediately all or that portion of the Premises, and Lessee shall have the right to terminate the Agreement in such an instance. It is further understood and agreed that the intent of the preceding sentence is to express agreement that never will activity or improvements on the Premises interfere, constrict, or limit Airport and/or aircraft operations or be violative of any applicable regulation, standard, or law.
- E. Aerial Approaches.** Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to remove trees or obstructions by contractor or Lessee forces, prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard or unsafe situation.
- F. Road Relocation.** Lessor and Lessee acknowledge that plans are being considered to relocate McCollum Parkway and intersecting roadways to facilitate traffic flow and future expansion of the Airport. Lessor reserves the right, in its sole discretion, to terminate this Agreement upon eighteen (18) months prior written notice to Lessee in the event Lessor

determines to implement such road relocation.

ARTICLE III

RIGHTS AND OBLIGATIONS OF LESSEE

- A. Use.** Lessee may use and occupy the Premises for access to the adjoining property leased by Lessee (“Adjoining Premises”), for storage of materials offered for sale by Lessee, parking for employees, equipment and machines, material handling, and related uses, and for no other use unless approved by Lessor in writing, which approval shall not be unreasonably withheld or delayed.

All materials stored, delivered to, or offered for sale on the Premises shall be the property of Lessee or its consolidated subsidiaries. Furthermore, these materials shall not be of a nature that would attract wildlife. Lessor acknowledges that some of the products to be stored and sold at the Premises by Lessee are classified as Hazardous Substances, as defined in Article XVII B of this Agreement. Lessee may store and sell such products from the Premises, subject to the terms of Article XVII B. of this Agreement, and provided that such use shall not constitute a violation of any other covenants of Lessee hereunder.

Lessee shall comply with all federal, state, and local laws, rules and regulations including, but not limited to, those relating to tax, environmental, fire, building, and safety which may apply to the improvements constructed at the Premises and the operation of Lessee’s business and other activities at the Premises, including regulations promulgated by Lessor, and Lessee shall maintain in effect and post in a prominent place all necessary and/or required licenses or permits. If there is any discrepancy amongst the laws, rules, and/or regulations, the most restrictive provision shall apply.

- B. Signs.** During the term of this Agreement, Lessee shall have the right, at its expense and subject to the terms hereof, to place in or on the Premises a sign or signs identifying Lessee. Lessee shall be responsible for obtaining from Lessor all necessary permits for such signage, and such signage shall be of a size, shape and design, and at a location or locations, approved by the Airport Manager and in conformance with applicable laws. Notwithstanding any other provision of this Agreement, said sign(s) shall remain the property of Lessee. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the Premises, including any surface or subsurface foundations with respect thereto, immediately upon the expiration or termination of this Agreement and shall repair any damage caused by such removal.
- C. Trade Fixtures.** During the term of this Agreement, Lessee shall have the right, at its expense, to place in or on the Premises trade fixtures, furnishings, personal property, equipment and materials necessary to perform its services or any other services required or authorized hereunder. Said trade fixtures, furnishings, personal property, equipment and materials shall remain the property of Lessee, and except as may otherwise be directed by Lessor, Lessee shall remove immediately such fixtures and personal property at the expiration or termination of this Agreement and repair any damage to the Premises resulting from such removal.

D. Operating Standards. In providing any of the required and/or authorized services or uses specified in this Agreement, Lessee shall conduct its operations for the use and benefit of the public and shall meet or exceed the following standards (the “Operating Standards”):

1. Lessee shall select and appoint a full-time manager of its operations at the Premises. The manager shall be qualified and experienced, and vested with full power and authority to act in the name of Lessee with respect to the method, manner and conduct of the operation of the Services to be provided and activities to be conducted under this Agreement. The manager shall be available at the Airport during regular business hours, and during the manager’s absence, a duly authorized subordinate shall be in charge and available at the Airport, and shall otherwise be available on a twenty-four hour a day/seven day a week basis by phone or other electronic means. Lessee shall notify Lessor in writing as to the identity and contact information of its current full-time manager and such manager’s subordinate authorized to act in his or her stead when the manager is absent and shall immediately notify Lessor of any change in such parties.
2. Lessee shall timely pay all expenses and make all payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, permit fees, utility costs, license fees and assessments levied or assessed upon the Premises or property at any time situated therein and thereon. Lessee may, at its sole expense and cost, contest any tax, fee or assessment, provided such contest shall create no lien on the Premises and such contest shall not absolve Lessee from timely paying all amounts when due during the pendency of such contest, unless otherwise agreed to by Lessor
3. Lessee shall comply with all federal, state, and local laws, rules and regulations including but not limited to those relating to tax, environmental, fire, building, immigration, and safety which may apply to the Improvements constructed at the Premises and the operation of Lessee’s business and other activities at the Premises, including regulations promulgated by Lessor, and Lessee shall maintain in effect and post in a prominent place all necessary and/or required licenses or permits. If there is any discrepancy amongst the laws, rules, and/or regulations, the most restrictive provision shall apply.
4. Lessee agrees to participate in and to actively promote the Airport’s noise abatement program, as that program is amended from time to time.
5. Lessee shall not permit any waste, damage or injury to the Premises and at its sole cost and expense shall maintain the Premises in a neat, clean and orderly manner. Lessee shall be responsible for any and all maintenance, repairs and replacements to keep the Premises in good condition and repair as provided in Article VI hereof. Any replacements Lessee is required to make under this Lease shall be of equal or better quality as the item being replaced.
6. Lessee shall at all times at its sole cost and expense (a) remain in good standing in the state of Georgia, (b) obtain and maintain any and all necessary permits and licenses required for Lessee’s use and occupancy of the Premises and the operation

of the services at the Premises, (c) obtain and maintain any and all building, use and occupancy permits and licenses required by any applicable governmental authority for the construction, repair or alteration of the leasehold Improvements set forth herein.

- E. Non-exclusive Right.** It is not the intent of this Agreement to grant to Lessee the exclusive right to provide any or all of the services described in this Agreement at any time during the term of this Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport, but not the Premises, which are identical in part or in whole to those granted to Lessee.

ARTICLE IV

LEASEHOLD IMPROVEMENTS

A. Improvements.

1. Any Improvements Lessee desires to construct on the Premises ("Lessee's Work") shall be done in conformity with plans and specifications prepared by Lessee and Lessee shall not commence any such work until Lessor shall have approved said plans and specifications. All of Lessee's Work shall be done in accordance with the plans and specifications approved by Lessor.
2. As used herein, "Lessor Approval" or any approval right of Lessor hereunder with respect to Lessee's Work shall mean the approval, as determined by Lessor in its sole and absolute discretion, by any or all of, the Cobb County Board of Commissioners, the Cobb County Department of Transportation, the Manager of the Airport, or the Cobb County Planning Staff of the design intent of any submitted drawings with respect to Lessor's overall project requirements, provided, however, that no approval by Lessor shall be deemed an affirmation that such drawings or improvements constructed in accordance therewith are in compliance with all applicable building code and other applicable ordinances and regulations, nor shall any such approval by Lessor relieve Lessee from its obligations, at Lessee's sole cost and expense, to make any architectural and construction changes to such drawings or improvements necessary to comply with all applicable governmental ordinances and regulations.
3. Any improvements that may potentially impact any stream, creek or drainage ditch on the Leased Premises shall be reviewed and approved by appropriate local and/or State regulatory offices and agencies prior to construction of these improvements.

- B. Construction.** Lessee agrees to indemnify and hold harmless the Lessor and its Board of Commissioners, directors, agents, employees, and assigns against any mechanics' or materialmen's liens against the Premises as herein provided, and against any claims, losses, damages or liability whatsoever to person or property arising out of the or maintenance thereof, however caused, whether due to the acts or omissions of Lessee, its agents, contractors, servants or employees, or by reason of any unsafe condition of the Premises caused thereby; and Lessee agrees to carry and cause its contractors and subcontractors to carry, adequate workmen's compensation insurance to protect Lessor against claims of

employees of Lessee. The construction, erection, and placement of the improvements shall be subject to Lessor's review and approval and shall be in accordance with FAA standards, and all federal, state, and local laws and regulations, the most restrictive of which shall apply. In no event shall Lessee be permitted to remove or demolish any improvement(s) or fixtures (other than trade fixtures) constructed or installed at the Premises without Lessor's prior written consent. Upon the termination of this Agreement, the improvements and all appurtenances and attachments thereto constructed by Lessee hereunder shall be and remain the property of the Lessor and in the event of an anticipatory breach of this Agreement by reason of the filing of any voluntary or involuntary petition for receiver or in bankruptcy, or the appointment of any trustee for the Lessee, the buildings and improvements so erected by Lessee shall be retained by Lessor..

C. Improvement Requirements

1. Lessor and Lessee agree that the leasehold improvements currently existing on the Premises are the property of and owned by Lessor as of the Effective Date. Any improvements constructed and/or installed by Lessee or Lessor after the Effective Date of this Agreement shall become the property of Lessor upon completion and receipt, if applicable, of a certificate of occupancy.
2. Any work Lessee desires to perform on the Premises ("Lessee's Work") shall be done in conformity with plans and specifications prepared by Lessee in accordance with this Article IV. Lessee shall not commence any such work until Lessor shall have approved said plans and specifications in accordance with Article IV A. Grading and paving work can be approved by the Director of the Cobb County Department of Transportation or his or her designee. All of Lessee's Work shall be performed in accordance with this Article IV and the plans and specifications approved by Lessor in accordance with Article IV A. Lessee shall cause all plans, drawings and specifications for Lessee's Work, whether preliminary or final, to be prepared by a licensed architect and, where appropriate, mechanical, electrical and structural engineers.
 - (a) Any material changes in Lessee's Work from the final plans and specifications approved by Lessor shall be subject to Lessor's approval, and Lessee shall pay all costs incurred by Lessor in reviewing any requested change.
 - (b) Upon completion of Lessee's Work, Lessee shall furnish to Lessor for its permanent files one (1) reproducible set of "as built" drawings and one (1) electronic PDF file showing Lessee's Work as constructed or installed on the Premises.
3. Lessee's Work shall be performed and all facilities, equipment and fixtures shall be installed in conformity with all legal requirements. Lessee shall hold Lessor harmless from any penalty, damage or injury of whatever kind arising out of a failure of Lessee's Work to so conform. The submission to Lessor by Lessee of plans and specifications shall constitute a warranty by Lessee that the work provided for therein is in conformity with all legal requirements and this Article IV. No approval by Lessor of such plans and/or specifications shall constitute in any manner a waiver by Lessor of Lessor's rights under these warranties.

4. Construction of Lessee's Work. Lessee shall, at Lessee's expense, procure all permits and licenses and make all contracts necessary for the construction of Lessee's Work. Lessee's Work shall conform to all applicable statutes, ordinances, regulations, and codes and shall be in accordance and compliance with the plans approved by Lessor.
5. Lessee shall require its contractors and subcontractors to furnish Lessor or Lessor's contractor with evidence of insurance coverage as may be reasonably required by Lessor prior to the performance of any work by Lessee's contractors and subcontractors. Lessee also agrees to indemnify and hold Lessor and its Board of Directors, officials, officers, employees, agents, successors, and assigns ("Indemnitees") harmless from and against any claims, actions, losses, costs, fees (including attorneys' fees) or damages resulting from the intentional or negligent acts or omissions of Lessee, its agents, employees, contractors, or subcontractors in the performance of Lessee's Work. The duty of the Lessee to indemnify, contained herein, shall not extend to any claim, damage, loss, or expense which results solely from the negligence of a party indemnified hereunder. To the extent that any claim arises pursuant to this Agreement for which indemnification is sought for Construction Services, as defined in O.C.G.A. § 13-8-2(b), such indemnification shall apply where the Indemnitee(s) are partially responsible for the situation giving rise to the claim, but shall not apply to claims arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Indemnitee(s). To the extent that any claim arises pursuant to this Agreement for which indemnification is sought for Design Services, as defined in O.C.G.A. § 13-8-2(b), such indemnification shall be limited to the Lessor's (including its agents' and employees') negligence, recklessness, or intentionally wrongful conduct in the performance of such services. This obligation to indemnify, defend and hold harmless the Indemnitees shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

Any damage to the Airport or Premises caused in whole or in part by Lessee or its contractor or subcontractors in connection with the performance of Lessee's Work shall be repaired at Lessee's expense. In the event Lessee fails to repair such damage within thirty (30) days after receipt of written notice thereof, Lessor shall have the right, but not the obligation, to make or have made such repairs itself with all costs borne by Lessee.

6. Lessee's Work shall be performed in a first-class and workmanlike manner and all Improvements constructed pursuant thereto shall be in good and useable condition at the date of completion. Lessee shall be responsible for removal from the Premises of all trash, rubbish, and surplus materials resulting from any work being performed on the Premises. Lessee shall exercise extreme care and diligence in removing such trash, rubbish, or surplus materials from the Premises. If any such trash, rubbish, or surplus materials are not promptly removed from the Premises in accordance with the provisions hereof, Lessor may cause same to be removed or repaired, as the case may be, at Lessee's cost and expense.. In the event Lessor incurs any costs or expenses in performing the above, Lessee shall pay the Lessor the amount of any such cost and expenses within thirty (30) days of written invoice from Lessor.

7. Upon completion of Lessee's Work in accordance with the approved Plans, Lessee shall give Lessor written notice thereof and shall simultaneously with such written notice furnish Lessor with the following documents all in a form and substance acceptable to Lessor:
 - (a) A certificate of occupancy issued by the appropriate governmental authority, if applicable; and
 - (b) Affidavits from all contractors, subcontractors, materialmen, suppliers, architects, engineers, and all other persons performing work or supplying materials and/or services on or about the Premises in connection with such portion of Lessee's Work stating that the cost of all such labor, material, supplies, and services incorporated in Lessee's Work has been paid in full and waiving all liens and claims arising as a result of such work.
8. Lessee agrees to indemnify and hold harmless the Indemnitees against any mechanics' or materialmen's liens against the Premises or Airport as herein provided, and against any claims, losses, damages or liability whatsoever arising out of the construction or maintenance thereof, however caused, whether due to the acts or omissions of Lessee, its contractors, subcontractors, agents, servants and employees, or by reason of any unsafe condition of the Premises caused thereby; and Lessee agrees to carry and cause its contractors and subcontractors to carry, adequate workmen's compensation insurance to protect Lessor against claims of employees of Lessee and adequate general liability, automobile liability, umbrella liability, and builder's risk insurance acceptable to Lessor and naming Lessor as an "additional insured", as provided in Article VIII of this Agreement. The duty of the Lessee to indemnify, contained herein, shall not extend to any claim, damage, loss, or expense which results solely from the negligence of a party indemnified hereunder. To the extent that any claim arises pursuant to this Agreement for which indemnification is sought for Construction Services, as defined in O.C.G.A. § 13-8-2(b), such indemnification shall apply where the Indemnitee(s) are partially responsible for the situation giving rise to the claim, but shall not apply to claims arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Indemnitee(s). To the extent that any claim arises pursuant to this Agreement for which indemnification is sought for Design Services, as defined in O.C.G.A. § 13-8-2(b), such indemnification shall be limited to the Lessor's (including its agents' and employees') negligence, recklessness, or intentionally wrongful conduct in the performance of such services. This obligation to indemnify, defend and hold harmless the Indemnitees shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.
9. The construction, erection, and placement of the Improvements, shall be subject to Lessor's review and approval and shall be in accordance with FAA standards, and all federal, state, and local laws and regulations, the most restrictive of which shall apply. In no event shall Lessee be permitted to remove or demolish any improvement(s) or

fixtures (other than trade fixtures) constructed or installed at the Premises without Lessor's prior written consent.

10. Upon the expiration or termination of this Agreement, hangars and other Improvements and all appurtenances and attachments thereto constructed by Lessee hereunder, shall be and remain the property of Lessor. Lessee shall deliver to Lessor upon the expiration or termination of this Agreement all Improvements free and clear of all liens, debt, or other encumbrances. In the event of an anticipatory breach of this Agreement by reason of the filing of any voluntary or involuntary petition for receiver or in bankruptcy, or the appointment of any trustee for Lessee, the buildings and Improvements so erected by the Lessee shall be retained by Lessor.

ARTICLE V

ACCEPTANCE, MAINTENANCE AND REPAIR

- A. **“AS IS” Condition**—Lessee warrants that it has inspected the Premises and accepts possession of the Premises and the Improvements thereon "as is" in its present condition, and agrees that the Premises are suitable and sufficient for the uses required and/or permitted hereunder.
- B. **No Obligation.** Except as may otherwise be provided for herein, Lessor shall not be required to remove nor to maintain nor to make any improvements, repairs or restorations upon or to the Premises or to any of the improvements presently located thereon. Lessor shall never have any obligation to remove, repair, maintain or restore, during the term of this Agreement, any improvements placed upon the Premises by Lessee, its successors and assigns.
- C. **Lessee Obligations.** Lessee shall throughout the Term of this Agreement, including any extensions, assume the entire responsibility, cost, and expense for all repair, maintenance and replacement whatsoever of the improvements, including but not limited to structures and pavement, on the Premises whether such repair or maintenance be ordinary or extraordinary, structural or otherwise, and shall keep improvements thereon in a good condition and repair, ordinary wear and tear and damage by casualty and condemnation excepted. Any replacements Lessee is required to make under this Lease shall be of equal or better quality as the item being replaced. Without limiting the generality of the foregoing, Lessee shall:
 1. keep at all times, in a clean and orderly condition and appearance, the Premises, all improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Premises, and shall maintain the grounds in a neat and orderly condition, including but not limited to, mowing grass, care of shrubs, and general landscaping.
 2. provide and maintain on the Premises all obstruction lights and similar devices, and safety equipment required by law;

3. repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water or other parts of the Premises or the Airport caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and remediate any release caused by Lessee or any of its invitees, tenants or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency;
4. take whatever measures are necessary to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas;
5. maintain and repair all utility service lines placed on the Premises, including but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

D. Failure to Maintain. In the event Lessee fails to maintain, clean, repair, replace, rebuild or repaint, within a period of thirty (30) days after written notice from Lessor to perform any obligations required to be done under the provisions of this Agreement, then Lessor may, at its option, and in addition to any other remedies which may be available to it under this Agreement, at law or in equity, enter the Premises, without such entering causing or constituting a trespass, a cancellation of this Agreement or an interference with the possession of the Premises, and repair, replace, rebuild or paint all or any part of the Premises or the Improvements thereon, and do all things reasonably necessary or desirable to accomplish the work required, and the cost and expense thereof shall be paid to Lessor by Lessee on demand. However, if in the sole opinion of Lessor, Lessee's failure to perform any such obligations endangers the safety of the public, the employees or property of Lessor or other tenants or occupants at the Premises or Airport, and Lessor so states same in its notice to Lessee, Lessor may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such obligations at any time after the giving of such notice, and Lessee agrees to pay to Lessor the cost and expense of such performance within thirty (30) days of written invoice by Lessor. The rights of Lessor under this Article V.D. shall be in addition to, and not in lieu of, the rights and remedies set forth in Article XV below. Furthermore, should Lessor, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages arising from Lessor's conduct, including Lessor's negligence. The foregoing shall in no way affect or alter the primary obligations of Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon Lessor any obligations to maintain the Premises.

E. Right of Entry. Lessor may enter the Premises at reasonable hours to inspect same, and determine whether Lessee is complying with all its obligations hereunder. Lessee hereby waives any claim for damages for any injury to, inconvenience to, or interference with Lessee or Lessee's business operations resulting from any such entry by Lessor. Lessor shall have the right to use any and all means which Lessor may deem proper to enter the Premises in an emergency.

ARTICLE VI

PAYMENTS

A. Rent and Fees. In consideration of the rights and privileges granted by this Agreement, Lessee covenants and agrees to pay to Lessor during the term and any extended term of this Agreement the following:

1. Base Rent.

- a. Beginning the Effective Date of this Agreement Base Rent for the Premises specified in Article II of this Agreement shall be \$4,960.00 per month until September 30, 2020.
- b. Beginning October 1, 2020, the Base Rent for the Premises specified in Article II of this Agreement shall be \$6,541.00 per month and shall be subject to the C.P.I adjustments described in Article VI. C. below.
- c. Should the Option(s) to Renew be exercised by Lessee, Base Rent for the Premises during the renewal terms shall be subject to the C.P.I adjustments described in Article VI.C. below.

B. Payments.

1. The Base Rent payment above shall each be paid monthly, without demand or invoice, in advance on the 1st day of each month during the Term of this Agreement with no right of offset, reduction or proration for any particular month. It is understood and agreed that the Base Rent payments shall be adjusted pursuant to Article VI.C.1 below.
2. Tax payments shall be paid on or before the date when due.
3. Delinquency charges specified in Article VI D below shall be paid to Lessor in arrears on the 1st day of each month that such delinquency charges are in effect and payable by Lessee.

C. C.P.I. Adjustment.

1. **C.P.I. Adjustment for Base Rent.** Commencing on the 1st day of April, 2022, and every third (3rd) April 1st thereafter through the Term and each Renewal Term of this Agreement, Lessee agrees that the Base Rent shall be adjusted by multiplying the Base Rent specified in Article VI.A.1 above, by a fraction, the numerator of which shall be the annual C.P.I. (as hereinafter defined) published for the year most recently preceding said April 1st date, and the denominator of which shall be the annual C.P.I. published for the year 2019.
2. **C.P.I Defined.** The term C.P.I., as used in this Agreement, shall mean the Consumer Price Index for All Urban Consumers, all items, Selected Large Cities for Atlanta, Georgia, as published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base =100. In the event the base year is changed, the C.P.I. shall be converted to the equivalent of the base year 1982-84 = 100.

3. In no event shall the adjusted base rental calculated for any three (3) year period be less than one hundred six percent (106%) or more than one hundred fifteen percent (115%) of those paid during the previous three (3) year period.

D. Delinquency Charge. A delinquency charge of five percent (5%) of any delinquent payment shall be automatically added to payments required in Article VI.A above and as adjusted by Article VI.C. above which are received more than five (5) days beyond the payment due date.

E. Place of Payment. All payments due Lessor from Lessee shall be delivered to the place designated in writing by Lessor.

ARTICLE VII

UTILITIES

Lessee shall have the right to connect to and use, at Lessee's expense, the utility service facilities located on or near the Premises. Lessee shall place any utility lines and/or other equipment underground unless Lessor specifically provides otherwise. Lessor's obligation under this provision shall be limited to utilities extended by a public utility company or Lessor to or near Lessor's property line, and nothing herein shall obligate Lessor to provide any utility to Lessee that is not otherwise available to Lessor at or near its property line. If any utility service is interrupted, terminated or fluctuated for any reason whatsoever, or if Lessor is unable to provide utility service facilities due to the imposition of any limit on consumption or on the construction of additional utility facilities, or the allocation or curtailment of utility facilities or service by law or regulation, Lessor shall have no obligation hereunder to Lessee for damages or otherwise.

Lessee covenants and agrees to pay the cost of all water, gas, heat, light, power, telephone, and other utilities and services used on or from the Premises, together with any hook-up fees, required security deposits, maintenance charges, taxes, penalties, surcharges or the like pertaining thereto. In the event Lessee fails to pay any utility bill when due, Lessor may, at its option, pay the same and collect from Lessee the amounts so disbursed, plus interest at the rate of 1.5% per month.

ARTICLE VIII

INSURANCE

A. Insurance Required of Lessee. Lessee shall obtain and maintain continuously in effect, at all times during the term of this Agreement, at Lessee's sole expense, the following insurance:

1. General Liability: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage. Coverage is to include Premises/Operations; Independent Contractors; Contractual Liability (specifically covering the indemnity); Personal Injury, Broad Form Property Damage and Products/Completed Operations with a limit of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

B. Other Insurance. In addition to the applicable insurance requirements set forth in Paragraph A 1 above, Lessee shall obtain and maintain continuously in effect, at all times during the term of this Agreement, at Lessee's sole expense, the following insurance:

1. Workers' Compensation: Statutory as required by the State of Georgia; and \$1,000,000 Employer's Liability per occurrence or disease.
2. Commercial/Business Automobile Liability: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage. Coverage is to include owned, non-owned, hired and leased vehicles, including loading and unloading of fuel.
3. Business Interruption Insurance coverage sufficient to pay all rent accruing hereunder for a period of no less than one (1) year.
4. All Risk Property Insurance against the risks customarily included under extended coverage policies with respect to improved properties similar to the Premises in an amount equal to the "full insurable value" (which as used herein shall mean the full replacement value, including the costs of debris removal, which amount shall be determined annually) of the building and improvements currently located at the Premises and which amount shall be sufficient to prevent either Lessor or Lessee from becoming a coinsurer of any loss.

C. Requirements for All Insurance.

1. Lessor reserves the right to amend the insurance requirements set forth in its Minimum Operating Standards at any time, in its reasonable discretion, and such amended requirements, whether as to required coverages or modifications to the amount of any required coverage, shall take effective immediately upon their adoption by Lessor and shall automatically be included in this Agreement and binding upon Lessee without the necessity of any further action, including an amendment to the Agreement by the Parties. Within thirty (30) days of the publication by Lessor of any such modifications to the foregoing insurance requirements, Lessee shall deliver to Lessor insurance certificates certifying compliance with such modified coverage(s).
2. Lessor, its Board of Commissioners, its elected and appointed officials, officers, boards, commissions, employees, representatives, servants volunteers and agents shall be named as additional insureds on all insurance coverages required to be maintained by Lessee hereunder and shall be named as Loss Payee, excluding the insurance required pursuant to Article VIII B. 1 of this Agreement.
3. All insurance coverage must be written with an insurer licensed to do business in the State of Georgia and have a Best's Rating of A- or better, or otherwise be approved and accepted by Lessor.
4. Lessee's insurance policies for coverage required hereunder shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Lessor no less than thirty (30) days (ten [10] days for non-payment of premiums) prior to cancellation. Lessee shall immediately notify Lessor of any

notice it receives as to policy cancellation and/or termination. Lessor reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

5. Lessee shall provide Lessor with a certificate of insurance and endorsements to the policies confirming all required insurance upon the effective date of this agreement and each renewal of such insurance.
6. The insurance requirements specified above shall be primary without right of contribution from any other insurance which may or may not be carried by Lessor.
7. Any self-insured retention or deductible on any insurance coverage required shall be declared by the Lessee and subject to the prior written approval of Lessor. Lessor understands that, as of the date of this Agreement, Lessee's deductible is Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00).
8. Lessee is responsible for ensuring that any sublessees, contractors or subcontractors maintain the same coverage as outlined above, and Lessee shall provide evidence of such coverage prior to any work being performed by any sublessee, contractor or subcontractor.
9. The insurers shall agree under each policy of insurance required by this Agreement to waive all rights of subrogation against the Loss Payees for losses arising under, related to or associated with this Agreement.

ARTICLE IX

INDEMNIFICATION

To the fullest extent permitted by applicable law, Lessee shall release, indemnify, defend and keep and hold harmless Indemnitees from and against any and all claims, demands, suits, judgments, costs and expenses whatsoever (including but not limited to court costs and attorneys' fees) asserted by any person or persons, including agents, contractors or employees of Lessor or Lessee, by reason of death or injury to persons or loss or damage to property, arising out of or resulting from Lessee's construction of any Improvements, operations at and occupancy of the Premises, performance or nonperformance of the Services, or anything done or omitted by Lessee (or anyone directly or indirectly employed by Lessee), under this Agreement (including but not limited to injury to or death of any person, damage for or destruction of any property real or personal) and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including but not limited to those concerning environmental protection), except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the gross negligence or intentional misconduct of Lessor or Lessor's Parties. The duty of the Lessee to indemnify, contained herein, shall not extend to any claim, damage, loss, or expense which results solely from the negligence of a party indemnified hereunder. To the extent that any claim arises pursuant to this Agreement for which indemnification is sought for Construction Services, as defined in O.C.G.A. § 13-8-2(b), such indemnification shall apply where the Indemnitee(s) are partially responsible for the situation

giving rise to the claim, but shall not apply to claims arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Indemnitee(s). To the extent that any claim arises pursuant to this Agreement for which indemnification is sought for Design Services, as defined in O.C.G.A. § 13-8-2(b), such indemnification shall be limited to the Lessor's (including its agents' and employees') negligence, recklessness, or intentionally wrongful conduct in the performance of such services. The indemnification obligations of this Article IX shall survive termination or expiration of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

ARTICLE X

CASUALTY AND CONDEMNATION

- A. Casualty.** In the event of any damage to or destruction of all or any part of the Premises, Lessee will promptly give written notice thereof to Lessor, which notice shall generally describe the nature and extent of such damage or destruction. There shall be no abatement of or adjustment to rent or other amounts due under this Agreement as a result of any damage or destruction.

In the event of any damage to or destruction of all or any part of the improvements and whether or not the insurance proceeds on account of such damage or destruction shall be sufficient for the purpose, or in the event of any condemnation of the Premises and whether or not the proceeds of any award received on account of such condemnation shall be sufficient for the purpose, Lessee, at its sole cost and expense, shall promptly commence and shall thereafter diligently and continuously prosecute to complete the restoration, replacement or rebuilding of the Improvements at the Premises, as nearly as practicable to their value, architectural condition and character as existed immediately prior to such damage, destruction or condemnation. To the extent any such proceeds shall be inadequate to pay such cost, it shall be Lessee's sole cost and obligation to pay all costs of Improvements.

At Lessor's request, all insurance proceeds shall be delivered to Lessor, and Lessor shall make such funds available to Lessee for restoration and shall disburse such funds to Lessee or Lessee's contractor in the same manner as would a prudent construction lender as the restoration progresses, including ten percent (10%) retainage.

- B. Condemnation.** If, during the Term, all or such portion of the Premises as renders the remaining portion thereof to be of substantially no commercial value is condemned or taken by the United States or any other legal entity having the power of eminent domain with respect thereto, this Agreement shall terminate as of the date that title to the Premises or portion thereof vests in such condemning authority; provided, however, that such termination shall not benefit such condemning authority and shall be without prejudice to the rights of either Lessor or Lessee to recover just and adequate compensation from the condemning authority.

If, during the Term, a portion of the Premises is condemned or taken by the United States or any other legal entity having the power of eminent domain with respect thereto and the

remaining portion of the Premises is of some commercial value for the conduct of the Required Services, then Lessee shall forthwith cause the Premises to be restored to as nearly the same architectural condition as that which existed prior to such taking. Lessee shall not be entitled to an abatement of rent.

Lessor and Lessee hereby agree to petition the court in any condemnation proceeding to make separate awards to Lessor and Lessee, if said separate awards are not prohibited by law. In the event such court is prohibited by law from making separate awards to Lessor and Lessee or declines to do so and if all of the Premises or such portion is condemned as to render the remaining portion thereof to be of substantially no commercial value for the Required Services, the award shall be divided between Lessor and Lessee so that each party shall receive that portion of the award which bears the same proportion of the total award as the value of such party's interests in the Premises bears to the total value of all interests in the Premises. The value of Lessor's interests shall include the value of the land; the value of Lessor's interest in this Agreement had the Premises not been condemned, including the right to receive payment of all sums required to be paid by Lessee to Lessor hereunder for the remainder of the Term; and the value of the Lessor's residual right to the Improvements upon termination of this Agreement. The value of the Lessee's interests shall include: the unamortized value of the Improvements reduced by the value of Lessor's reversionary interest therein; and the value of Lessee's leasehold estate hereunder had the Premises not been condemned, including the right to use and occupy the Premises for the remainder of the Term subject to the obligation of Lessee to pay rent hereunder.

In the event such court is prohibited by law from making separate awards to Lessor and Lessee or declines to do so and the remaining portion of the Premises after such condemnation is of some commercial value for the Required Services, the award shall be divided between Lessor and Lessee as follows: Lessor shall receive such portion of the award as shall represent the value of the part of the land so taken; Lessee shall receive such portion of the award as shall represent the unamortized value of the Improvements so taken and shall apply such portion of the award to the costs of restoration; and if there shall remain any balance of the award after restoration said balance shall belong to Lessor.

ARTICLE XI

LESSEE AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Lessee acts as an independent contractor and not as an employee or agent of Lessor. The selection, retention, assignment, direction and payment of Lessee's employees shall be the sole responsibility of Lessee, and Lessor shall not attempt to exercise any control over the daily performance of duties by Lessee's employees. Lessee shall be fully responsible for all acts and omissions of its personnel. Lessee shall bear sole responsibility for payment of compensation to its personnel, including any withholding tax and any benefits. Lessee agrees to defend, indemnify, and hold harmless Lessor, Lessor's officers, directors, employees and agents, from and against any claims, liabilities, or expenses relating to any claim by Lessee's personnel for compensation or benefits.

ARTICLE XII

ASSIGNMENT

A. Assignment and Subletting; Prior Consent. Neither this Agreement nor the interest of Lessee in this Agreement or in the Premises, or any part thereof, shall be sold, assigned or otherwise transferred by Lessee, whether by operation of law or otherwise, without the prior written consent of Lessor. Except as provided in Article XII.B. below, neither this Agreement nor the interest of Lessee in this Agreement or in the Premises, or any part thereof, shall be mortgaged, pledged or hypothecated by Lessee, nor, except as provided in Section XII.C below, shall the Premises be sublet in whole or in part, without, in either case, the express prior written consent of Lessor, which may be given or withheld in Lessor's sole discretion.

B. Any consent given by Lessor to any sale, assignment, mortgage, pledge, hypothecation or other transfer or subletting shall apply only to the specific transaction thereby authorized and shall not relieve Lessee or any approved successor of Lessee from the requirement of obtaining the prior written consent of Lessor to any further transfer or subletting. No consent by Lessor to any assignment of this Agreement or of Lessee's interest under this Agreement or in the Premises, or any part thereof, or to any sublease shall be effective unless and until there shall have been delivered to Lessor an agreement in form and substance required by Lessor, executed by Lessee and the proposed assignee or subtenant, as the case may be, wherein and whereby any assignee assumes due performance of this Agreement to be done and performed for the balance then remaining in the Term, and any subtenant acknowledges the right of Lessor to continue or terminate any sublease, in Lessor's sole discretion, upon termination of this Agreement, and such subtenant agrees to recognize and attorn to Lessor in the event that Lessor elects to continue such sublease.

Any attempt by Lessee to make any such sale, assignment, mortgage, pledge, hypothecation or other transfer or to sublet the Premises without full compliance with any and all requirements set forth in this Agreement shall be an event of default hereunder. Any person who shall, by operation of law or otherwise, become an assignee of this Agreement or become vested with a leasehold interest hereunder shall be bound by and be liable upon all the terms, covenants, provisions and conditions contained in this Agreement during the Term, whether or not of the nature of covenants ordinarily running with the land, but neither Lessee nor any subsequent Lessee whose interest is assigned or divested shall be relieved of liability hereunder other than by an express release from liability executed in writing by Lessor.

C. Leasehold Mortgaging. This Agreement and Lessor's right, title and interest herein and in the Premises shall not be subordinated to the lien, priority and security title of any encumbrance of this Agreement or the interest of Lessee hereunder as security for any indebtedness Lessee may incur, whether by deed to secure debt, mortgage, deed of trust or other security instrument (all or any one of which hereinafter referred to as "Leasehold Mortgage" and the owner or owners or holder or holders of all or any of which hereinafter referred to as "Leasehold Mortgagee"), and Lessor's right to receive rent and all other hereunder shall have priority over any rights of any Leasehold Mortgagee. The terms and

conditions of any loan encumbering the Lessee's leasehold interest in the Premises and/or any Improvements constructed thereon shall be subject to Lessor's prior written approval.

No Leasehold Mortgagee or purchaser at foreclosure shall be entitled to become the owner of Lessee's interest in this Agreement unless such Leasehold Mortgagee or purchaser shall first have cured any and all defaults by Lessee hereunder, shall be acceptable to Lessor, and shall have delivered to Lessor an assumption agreement, executed in recordable form, wherein and whereby such Leasehold Mortgagee or purchaser assumes the performance of all the terms, covenants and conditions of this Agreement, and expressly confirms that the same are in full force and effect.

ARTICLE XIII

NONDISCRIMINATION

- A.** Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:
1. No person on the grounds of race, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises;
 2. In the construction of any Improvements on, over or under the Premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination;
 3. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations ("C.F.R."), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended;
 4. In the event of breach (which is not cured within thirty (30) days after written notice by Lessor to Lessee of such breach) of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to reenter and repossess the Premises and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 have been followed and completed including expiration of appeal rights.
- B.** Lessee assures that it will undertake an affirmative action program, as required by 14 C.F.R. Part 152, Sub-part E, to ensure that no person shall, on the grounds of race, creed, color, national origin, age, or sex, be excluded from participating in any employment, contracting or leasing activities covered in 14 C.F.R. Part 152, Sub-part E. Lessee assures

that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by Sub-part.

- C. Lessee assures that it will require that its covered organizations provide assurance to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 C.F.R. Part 152, Sub-part E, to the same effect.

Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. Part 152, Sub-part E, or by any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub-organizations, as required by 14 C.F.R. Part 152, Sub-part E.

ARTICLE XIV

REQUIREMENTS OF THE UNITED STATES

This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport.

Lessor reserves the rights and powers necessary to perform any or all of the terms, conditions, and assurances contained in federal grant agreements and Lessor reserves the right to amend the Agreement as may be required by the federal grant agreements.

ARTICLE XV

DEFAULT REMEDIES AND TERMINATION

- A. **Termination by Lessee.** This Agreement shall be subject to termination by Lessee in accordance with the following:
1. If Lessor notifies Lessee of the abandonment of the Airport as an airport. Lessee shall have the right to terminate the Agreement by giving written notice of such termination to Lessor prior to the date of restoration of such necessary facilities.
 2. In the event that all or a material part of the Airport facilities necessary to the operation of Lessee's business are damaged or destroyed and such facilities cannot be restored within twelve (12) months after the date of the casualty, Lessee shall have the right to terminate the Agreement by giving written notice of such termination to Lessor prior to the date of restoration of such necessary facilities.
 3. In the event of any lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially Lessee from conducting business

operations for a period in excess of ninety (90) days, Lessee shall have the right to terminate the Agreement by giving written notice of such termination to Lessor prior to the date of restoration of such necessary facilities.

B. Events of Default. The occurrence of any of the following acts, events or conditions, notwithstanding the pendency of any proceeding which has or might have the effect of preventing Lessee from complying with the terms, conditions or covenants of this Agreement, shall constitute an "Event of Default" under this Agreement:

1. The Base Rent, and Common Area Fee payable under Article VI, or any other sum of money payable under this Agreement, is not paid when due and such failure shall continue for ten (10) days after written notice of such failure of payment; provided, however, such notice and such grace period shall be required to be provided by Lessor and shall be accorded Lessee, if necessary, only one (1) time during any twelve (12) consecutive month period of the Term, and an Event of Default shall be deemed to have immediately occurred upon the second (2nd) failure by Lessee to make a timely payment within any twelve (12) consecutive month period of the Term, it being intended by the parties hereto that such notice and such grace period shall protect against infrequent unforeseen clerical errors beyond the control of Lessee, and shall not protect against Lessee's lack of diligence or planning in connection with its obligations to make timely payment of base rent, or and other amounts due hereunder;
2. The failure or refusal of Lessee, at any time during the term or any extended term of this Agreement, to fulfill or perform any covenant, agreement or obligation of Lessee hereunder if such failure or refusal shall continue without correction for a period of thirty (30) consecutive calendar days from and after notice thereof to Lessee, provided that if Lessee in good faith commences to fulfill or perform same within said thirty (30) day period, but due to the nature of same it could not be reasonably fulfilled or performed within said thirty (30) day period exercising due diligence, an Event of Default shall not be deemed to have occurred if Lessee is then diligently pursuing the fulfillment or performance of the covenant, agreement or obligation and shall thereafter continuously and diligently proceed therewith until completion;
3. The failure of Lessee to commence or complete construction of any portion of the Premises by the dates specified in Article IV.A. if such failure shall not be cured thirty (30) days after notice of such failure by Lessor, , provided that if Lessee in good faith commences to fulfill or perform same within said thirty (30) day period, but due to the nature of same it could not be reasonably fulfilled or performed within said thirty (30) day period exercising due diligence, an Event of Default shall not be deemed to have occurred if Lessee is then diligently pursuing the fulfillment or performance of the covenant, agreement or obligation and shall thereafter continuously and diligently proceed therewith until completion;
4. The initiation of any proceeding whereupon the estate or interest of Lessee in the Premises, or any portion thereof, or in this Agreement is levied upon or attached if such proceeding is not vacated, discharged or bonded to the satisfaction of Lessor within thirty (30) days after the date of such levy or attachment;

5. The entry of any decree or order for relief by a court having jurisdiction in the Premises in respect of Lessee or any guarantor of Lessee's obligations ("Guarantor") in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Lessee or any Guarantor or for any substantial part of the assets of Lessee or any Guarantor, or the entry of any decree or order with respect to winding-up or liquidation of the affairs of Lessee or any Guarantor, if any such decree or order continues unstayed and in effect for a period of sixty (60) consecutive days; or
6. The commencement by Lessee or any Guarantor of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Lessee or any Guarantor to the appointment of or possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Lessee or any Guarantor or for any substantial part of the assets of Lessee or such Guarantor, or any assignment made by Lessee or any Guarantor for the benefit of creditors.
7. Lessee ceases operations at the Premises and otherwise fails to pay Rent or comply with the terms of the Lease or abandons the Premises.

C. Lessor's Remedies. Upon the occurrence of an Event of Default, Lessor shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Agreement:

1. Lessor, with or without terminating this Agreement, may reenter the Premises and perform, correct or repair any condition which shall constitute a failure on Lessee's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement, or obligation of this Agreement, and Lessee shall fully reimburse and compensate Lessor on demand for all costs and expenses incurred by Lessor in such performance, correction or repair, including, without limitation, accrued interest as provided in the next sentence. All sums so expended to cure Lessee's default shall accrue interest from the date of demand until date of payment at the higher rate of eighteen percent (18%) per annum, or the highest rate permitted by applicable law.
2. Lessor, with or without terminating this Agreement, may immediately or at any time thereafter demand in writing that Lessee vacate the Premises and thereupon Lessee shall vacate the Premises and remove therefrom all property thereon belonging to or placed on the Premises by, at the direction of, or with consent of Lessee (excluding structures) within one (1) day of receipt by Lessee of such notice from Lessor, whereupon Lessor shall have the right to reenter and take possession of the Premises. Any such demand, reentry and taking possession of the Premises by Lessor shall not of itself constitute an acceptance by Lessor of a surrender of this Agreement or of the Premises by Lessee and shall not of itself constitute a termination of this Agreement by Lessor.
3. Lessor, with or without terminating this Agreement, may immediately or at any time thereafter reenter the Premises and remove therefrom Lessee and all property belonging

to or placed on the Premises by, at the direction of, or with consent of Lessee. Any such reentry and removal by Lessor shall not of itself constitute an acceptance by Lessor of a surrender of this Agreement or of the Premises by Lessee and shall not of itself constitute a termination of this Agreement by Lessor.

4. Lessor, with or without terminating this Agreement, may immediately or at any time thereafter re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term), at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, and Lessor may make any alterations, redecorations or repairs to the Premises which it may deem reasonably necessary or proper to facilitate such reletting; and Lessee shall pay all costs of such reletting including but not limited to the reasonable cost of any such alterations, redecorations and repairs made to the Premises, reasonable attorneys' fees, reasonable brokerage commissions and lease assumptions; and if this Agreement shall not have been terminated, Lessee shall continue to pay all base rent and all other charges due under this Agreement up to and including, without limitation, the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter Lessee shall pay monthly during the remainder of the Term the difference, if any, between the rent and other charges collected from any such subsequent tenant or tenants and the base rent and other charges reserved in this Agreement, but Lessee shall not be entitled to receive any excess of any such rents collected over the base rent and other charges reserved herein.
5. Lessor may immediately or at any time thereafter terminate this Agreement, and this Agreement shall be deemed to have been terminated upon receipt by Lessee of written notice of such termination. Upon such termination, Lessor shall recover from Lessee all damages Lessor may suffer by reason of such termination all arrearages in rent, costs, charges, and reimbursements, the cost (including, without limitation, court costs and attorneys' fees) of recovering possession of the Premises, the cost of any alteration or redecoration of or repair to the Premises which is necessary or proper to prepare the same for reletting.

D. Reentry by Lessor. If Lessor reenters the Premises or terminates this Agreement pursuant to any of the provisions of this Agreement, Lessee hereby waives all claims for damages which may be caused by such reentry or termination by Lessor. Lessee shall and does hereby agree to indemnify and hold Lessor harmless from any loss, cost (including, without limitation, court costs and attorneys' fees), or damages suffered by Lessor by reason of such reentry or termination. No such reentry or termination shall be considered or construed to be a forcible entry. No reentry or taking possession of the Premises by Lessor or any other action taken by or on behalf of Lessor shall be construed to be an acceptance of a surrender of this Agreement or an election by Lessor to terminate this Agreement.

E. Exercise of Remedies. No course of dealing between Lessor and Lessee or any failure or delay on the part of Lessor in exercising any rights of Lessor hereunder shall operate as a waiver of any rights of Lessor hereunder, at law or in equity or under any other provisions of this Agreement, nor shall any waiver of an Event of Default on one occasion operate as a waiver of any subsequent Event of Default or of any other Event of Default. No express waiver shall affect any condition, covenant, rule, or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated. The

exercise by Lessor of any one or more of the rights and remedies provided in this Agreement shall not prevent the subsequent exercise by Lessor of any one or more of the other rights and remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Lessor, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.

- F. Removal of Property.** Upon termination of this Agreement for any reason, Lessee, at its sole expense, shall remove from the Premises all signs, trade fixtures, furnishings, personal property, equipment and materials which Lessee was permitted to install or maintain under the rights granted herein. If Lessee shall fail to do so within thirty (30) days of the effective date of termination, then Lessor may effect such removal or restoration at Lessee's expense, and Lessee agrees to pay Lessor such expense promptly upon receipt of a proper invoice therefore. Or, Lessor may take possession of Lessee's property and title shall vest in Lessor as Lessee shall be deemed to have abandoned such property.

ARTICLE XVI

NET LEASE

- A. Net Agreement.** This Agreement is a net lease and Base Rent and all other amounts due under Article VII and all other charges due hereunder shall be paid without notice, demand, counterclaim, setoff, recoupment, deduction or defense and, without abatement, suspension, deferment, diminution or reduction, unless otherwise herein expressly indicated. It is the purpose and intent of Lessor and Lessee that Base Rent and such other sums (where payable to Lessor) shall be absolutely net to Lessor, so that this Agreement shall yield, net, to Lessor, Base Rent and other charges specified in Article VI hereof throughout the Term, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises which may arise and become due as specified herein during the Term and required by this Lease to be paid by Lessee shall be paid by Lessee, and that Lessor shall be indemnified and saved harmless by Lessee from and against the same.
- B. Non-Termination by Lessee.** Except as otherwise expressly provided in this Agreement, this Agreement shall not terminate nor shall Lessee have any right to terminate this Agreement or be entitled to the abatement of any base rent or other charges hereunder or any reduction thereof, nor shall the obligations of Lessee under this Agreement be otherwise affected, by reason of (a) any damage to or destruction of all or any portion of the Premises from whatever cause, (b) the prohibition, limitation or restriction of or interference with Lessee's use of all or any portion of the Premises, (c) the failure on the part of Lessor to perform or comply with any term, provision or covenant of this Agreement or any other agreement to which Lessor and Lessee may be parties, (d) any claim which Lessee has or might have against Lessor, or (e) for any other cause, whether similar or dissimilar to the foregoing. Except as otherwise expressly provided in this Agreement, Lessee waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Agreement or the leasehold estate in the Premises or any part thereof, and to any abatement, recoupment, suspension, deferment, diminution or reduction of base rent and other charges due hereunder.

ARTICLE XVII

COMPLIANCE WITH LAW; LIENS AND ENCUMBRANCES

- A. Compliance with Laws.** Lessee, at its sole cost and expense, shall comply with and cause the Premises and any and all Improvements located thereon, to comply with (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances or recommendations affecting the Premises or any part thereof, or the use thereof, including those which require repairs, or any structural changes in the Improvements constructed pursuant to Article IV or existing on Premises whether or not any such statutes, laws, rules, orders, regulations, ordinances or recommendations which may hereafter be enacted involve a change of policy on the part of the governmental body enacting the same, (b) all rules, orders and regulations of the National Board of Fire Underwriters or other bodies exercising similar functions and responsibilities in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises, and (c) the requirements of all policies of public liability, fire and other insurance which at any time may be in force with respect to the Premises (all or any one of the items enumerated in this Section 18.A hereinafter referred to as "Regulation").
- B. Lessee's Agreement Relating to Hazardous Substances.**
1. Lessee hereby covenants that Lessee and its agents, employees and contractors will not generate, store, use, treat or dispose of any "Hazardous Substances" (as hereinafter defined) in, on or at the Premises or any part of the Improvements, except for Hazardous Substances as are commonly legally used or stored (and in such amounts as are commonly legally used or stored) as a consequence of using the Premises for the Services, but only so long as the quantities thereof do not pose a threat to public health or to the environment or would necessitate a "response action", as that term is defined in CERCLA (as hereinafter defined), and so long as Lessee strictly complies or causes compliance with all laws, statues, rules, orders, regulations, ordinances and decrees concerning the use or storage of such Hazardous Substances. Lessee further covenants that neither the Premises nor any part of the Improvements shall ever be used by Lessee or its agents, contractors or employees as a dump site or storage site (whether permanent or temporary) for any Hazardous Substances during the Term, except as otherwise expressly provided in Article III A of this Agreement.
 2. Lessee hereby agrees to indemnify Lessor and hold Lessor harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Lessor by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release on or from, the Premises or any Improvements constructed thereon of any Hazardous Substance due to the acts or omissions of Lessee, its agents, employees, contractors or assigns.

3. For purposes of this Agreement, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the lists of hazardous substances or wastes now or hereafter adopted by the United States Environmental Protection Agency (the "EPA") or the lists of toxic pollutants designated now or hereafter by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive by CERCLA or any Superfund law or any Superlien law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.
4. Lessor shall have the right but not the obligation, and without limitation of Lessor's rights under this Agreement, to enter onto the Premises or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Substance following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance in, on or at the Premises or any part thereof which, if true, could result in an order, suit or other action against Lessee and/or Lessor. All reasonable costs and expenses incurred by Lessor in the exercise of any such rights shall be deemed additional rent under this Agreement and shall be payable by Lessee upon demand.
5. This Article XVII.B. shall survive cancellation, termination or expiration of this Agreement.

C. Liens and Encumbrances.

1. Lessee shall not create or permit to be created or to remain, and, shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge (all or any one of which hereinafter referred to as "Lien") upon the Premises, or any part thereof or upon Lessee's leasehold estate hereunder that arises from the use or occupancy of the Premises by Lessee or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Lessee or by reason of any construction, repairs or demolition by or at the direction of Lessee of all or any part of any Improvements. Notwithstanding the above, Lessee shall have the ability to defend against any liens or encumbrances without being subject to default hereunder, if there is a bonafide dispute, and Lessee diligently and timely pursues such action or defense.
2. Notice is hereby given that Lessor shall not be liable for the cost and expense of any labor, services or materials furnished or to be furnished with respect to the Premises at or by the direction of Lessee or anyone holding the Premises or any part thereof by, through or under Lessee and that no laborer's, mechanic's or materialman's or other lien for any such labor, service or materials shall attach to or affect the interest of Lessor in and to the Premises. Nothing contained in this Agreement shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any Improvements or repairs to or of the Premises or any part thereof, nor as giving Lessee any right, power

or authority on behalf of Lessor to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any Lien against the Premises or any part thereof.

3. If Lessee fails to discharge any Lien or to comply with any Regulation as hereinabove provided, Lessor, without declaring a default hereunder and without relieving Lessee of any liability hereunder, may, but shall not be obligated to, discharge or pay such Lien (either by paying the amount claimed to be due or by procuring the discharge of such Lien by deposit or by bonding proceedings) or cause compliance with such Regulation, and any amount so paid by Lessor and all costs and expenses incurred by Lessor in connection therewith shall constitute additional rent hereunder and shall be paid immediately by Lessee to Lessor upon demand by Lessor, with interest thereon from the date of demand by Lessor at the default rate specified in Article XV.

- D. Holdover.** If Lessee remains in possession after expiration of the term of this Lease, with or without Lessor's acquiescence and without written agreement, this Lease shall become a month-to-month tenancy, and there shall be no renewal of this Lease by operation of law. Unless Lessor shall have advised Lessee that Lessee must vacate the Premises at the expiration of the term, in which event Lessee deemed to be a tenant-at-sufferance, such tenancy may be terminated by written notice from either party to the other party and such termination shall be effective as of the last day of a calendar month following the thirtieth (30th) day after receipt of such notice. Lessee hereby waives the requirement that Lessor give the notice required under Section 44-7-7, O.C.G.A. or similar statute. During the period of any such holding over, all provisions of this Lease shall be and remain in effect except that the new Base Rent shall be double the Base Rent payable at the end of the term under Article IV. Nothing in this Section shall be construed to release Lessee, and Lessee shall be liable to Lessor, for any damages which Lessor may suffer as the result of Lessee's failure to vacate the Premises when required under this Lease. If Lessee remains in possession after the expiration of the term of this Lease, and if Lessor shall have advised Lessee to vacate the Premises at the expiration of the term, Lessee shall be subject to immediate eviction without notice. This Section will survive the termination of this Lease, by lapse of time or otherwise.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. Entire Agreement.** This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof including but not limited to the Previous Agreement and all amendments thereto. Any change or modification hereto must be in writing signed by both parties.
- B. Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. **Notice.** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested with postage and fees prepaid, or by guaranteed overnight delivery service, to include:

1. If to Lessor, addressed to:

Cobb County Department of Transportation
c/o Airport Manager
1723 McCollum Parkway
Kennesaw, GA 30144-3678

With Copy to:

County Manager
Cobb County Government
100 Cherokee Street, Suite 300
Marietta, GA 30090-9680

2. If to Lessee, addressed to:

SiteOne Landscape Supply, LLC
300 Colonial Center Parkway, Suite 600
Roswell, Georgia 30076
Attn: Joe Cassick, Senior Director Real Estate

With a copy to:

SiteOne Landscape Supply, LLC
300 Colonial Center Parkway, Suite 600
Roswell, Georgia 30076
Attn: Briley Brisendine, Executive Vice President and General Counsel

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

D. **Headings.** The headings used in this Agreement are intended for convenience and reference only and do not define or limit the scope or meaning of any provision of this Agreement.

E. **Force Majeure.** Neither party shall be held to be in breach of this Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control; provided, however, that the foregoing provision shall not apply to failure by Lessee to pay fees, rents or other charges to Lessor.

F. **Waiver.** The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be

taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

- G. Governing Law and Venue.** This Agreement is to be construed in accordance with the laws of the State of Georgia, and any action brought with regard to this Agreement and its terms shall be brought in a court of competent jurisdiction located in Cobb County, Georgia.
- H. Dispute.** Any disputes regarding the terms or conditions or performance under this Agreement shall be amicably resolved if possible. If good efforts by both parties to resolve a dispute are unsuccessful, all disputes shall be resolved through litigation.
- I. Terms of Construction.** Whenever the singular or plural number, or masculine, feminine, or neuter gender is used in this Agreement, it shall equally apply to, extend to, and include the other. Whenever used in this Agreement, the word "including" shall be construed to mean "including, without limitation" so that the list that follows is construed to be inclusive and not exclusive.
- J. No Merger of Title.** No merger of the leasehold estate created by this Agreement with the fee estate of Lessor shall occur notwithstanding the fact that the same person may own or hold both the leasehold estate created by this Agreement or any interest therein and the fee estate in the Premises or any interest therein. No such merger shall occur unless and until all persons or entities (including any mortgagee with respect to the fee estate of Lessor) having any interest in the leasehold estate created by this Agreement or the fee estate in the Premises shall join in a written instrument effecting such merger and shall duly record the same.
- K. Accord and Satisfaction.** No payment by Lessee or receipt by Lessor of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided for in this Agreement or available at law or in equity.
- L. Authority.** If Lessee is a corporation, partnership (general or limited) or limited liability company, each person(s) signing this Lease as an officer, partner or member of Lessee represents to Lessor that such person(s) is authorized to execute this Lease without the necessity of obtaining any other signature of any officer, partner, member or shareholder, that the execution of this Agreement has been authorized by the Board of Directors of the corporation, by the required partners of the partnership or by the required members of the limited liability company, as the case may be, and that this Agreement is fully binding on the Lessee in accordance with the terms of this Agreement.
- M. No Estate.** This Agreement shall not result in the creation of an estate for years in Lessee. Accordingly, Lessee shall have only an usufruct not subject to levy or sale. Lessee shall have no rights of assignment, subletting, sale, or transfer other than as set forth herein, and Lessee hereby waives any such rights existing pursuant to the laws of the State of Georgia or otherwise.

N. Quiet Enjoyment. Subject to the provisions of this Agreement, so long as Lessee pays all of the Rent and performs all of its other obligations hereunder, Lessee shall not be disturbed in its possession, use, and occupancy of the Premises. This covenant shall be construed as a covenant running with the Land and is not a personal covenant of Lessor, and the owner of the Premises shall be obligated to ensure the enforcement of same.

{SIGNATURES ON NEXT PAGE}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR:

COBB COUNTY, GEORGIA

By: _____

Michael H. Boyce, Chairman

Board of Commissioners

Attest: _____

County Clerk

Approved as to form:

County Attorney

LESSEE:

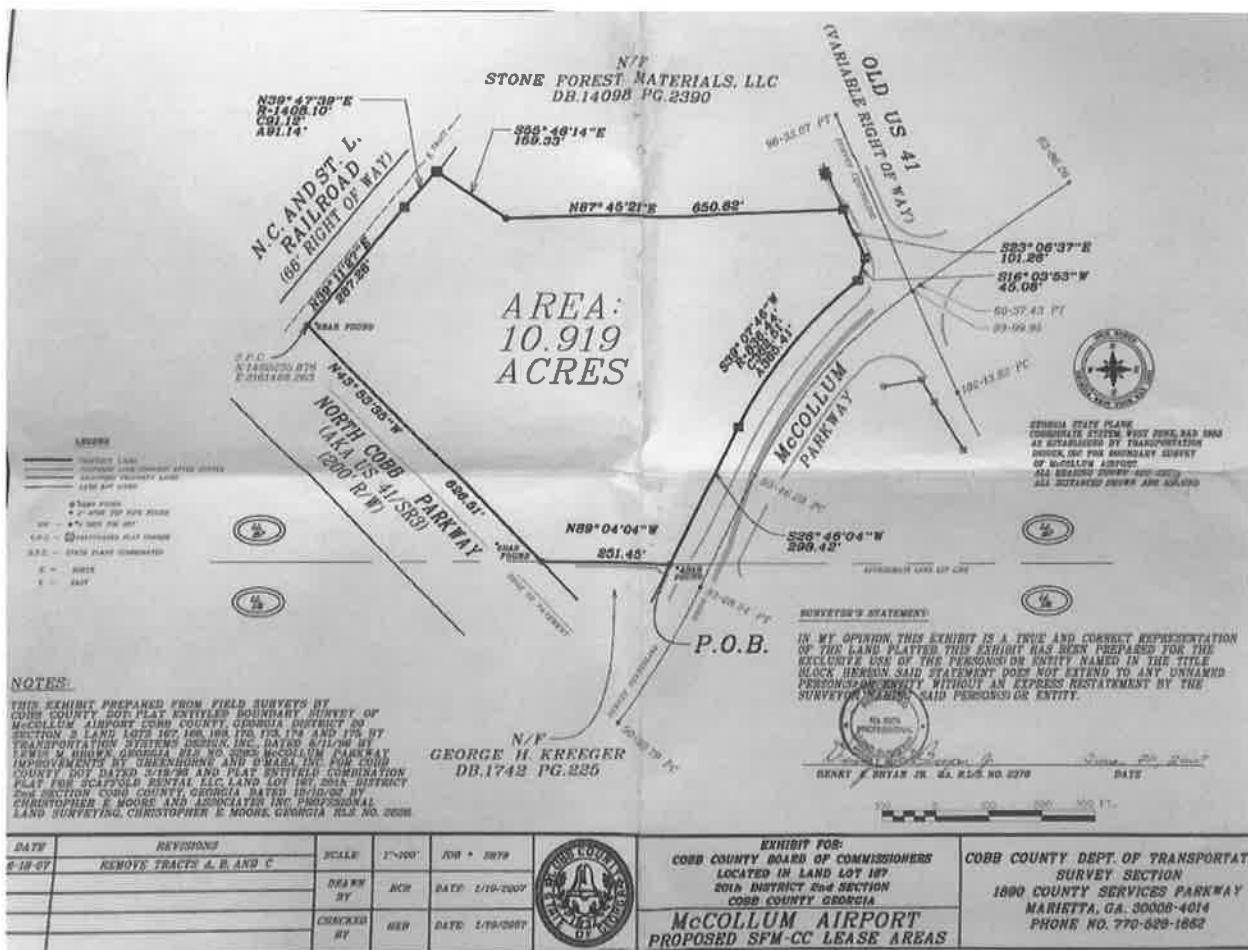
SITEONE LANDSCAPE SUPPLY, LLC

By: Scott Sal

Title: EVP-Strategy & Development

EXHIBIT "A"

Plat Showing Premises





PARKS

Jimmy Gisi, PARKS Director

Districts All

Item No. 17.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jimmy Gisi, PARKS Director

DATE: February 25, 2020

PURPOSE

To approve a modification to the PARKS Department fee structure regarding the professional photo shoot fee.

BACKGROUND

The Board of Commissioners approved the current PARKS Department fees on November 14, 2017. Included in those approved fees was a new charge for professional photographers that use park facilities for photo shoots. The recommended rate that was subsequently approved was \$50 per hour with a two-hour minimum.

This rate has proven to be cost prohibitive and PARKS staff is recommending that the fee be modified to a \$100 annual permit. This recommendation comes after researching other recreation departments in the metro area. A procedure for reserving times under this annual permit will be developed and implemented to insure efficiency.

IMPACT STATEMENT

Department revenues will increase due to the fee being more affordable.

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve a modification to the PARKS Department fee structure from \$50 per hour with a two-hour minimum to a \$100 annual permit.

ATTACHMENTS

None



Senior Services
Jatunn Gibson, Director
Districts All

Item No. 18.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Jatunn Gibson, Director
DATE: February 25, 2020

PURPOSE

To approve a Memorandum of Agreement with the Georgia Department of Human Services, Division of Aging Services for partial funding of the Cobb Senior Services Campus Dining Program.

BACKGROUND

Cobb Senior Services (CSS) is launching a pilot Campus Dining Program to reduce food insecurity among older adults by offering meal vouchers in a non-traditional setting. This program will also seek to reduce loneliness by fostering intergenerational connections between university students and older adults in Cobb County. A formal agreement is currently being reviewed between CSS, Life University and Chartwells (Life University Dining Services). This agreement will outline the program as well as the reimbursement rates and terms. CSS will identify eligible participants then issue meal vouchers for participation in this pilot program.

The pilot Campus Dining Program is based on grant funding and will be funded through various grant sources. CSS is requesting that the Board approves a Memorandum of Agreement (MOA) with the Georgia Department of Human Services (DHS), Division of Aging Services, for partial funding of related expenses not to exceed \$3,000. This MOA will provide a total of 250 meals to 20-30 participants over the course of six months.

IMPACT STATEMENT

There will be no matching funds required from the General Fund.

FUNDING

Reimbursement funds received from DHS will be deposited into the Grant Fund in the budget lines indicated below:

Increase Revenue: 270-300-G698-4508 (Local Grant)
Increase Expenditure: 270-300-G698-6166 (Food & Food Service Supplies)

RECOMMENDATION

The Board of Commissioners approve a Memorandum of Agreement with the Georgia Department of Human Services, Division of Aging Services in the amount of up to \$3,000.00; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Georgia Department of Human Services Memorandum of Agreement



MEMORANDUM OF AGREEMENT NO. 42700-373-0000090475

BETWEEN

**THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF
AGING SERVICES**

AND

COBB COUNTY BOARD OF COMMISSIONERS

FOR

COBB SENIOR SERVICES CAMPUS DINING PROJECT

This Memorandum of Agreement (“MOA”) is made and entered into by and between the Georgia Department of Human Services, Division of Aging Services (“DHS” or “DHS-DAS”) and the COBB COUNTY BOARD OF COMMISSIONERS, each individually a “Party” and collectively referred to as the “Parties” and shall be effective upon the date of last signature by the authorized representatives of the Parties (“Effective Date”).

WHEREAS, DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the “State”) through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.;

WHEREAS, COBB COUNTY BOARD OF COMMISSIONERS overall project goal is to pilot a campus dining program to reduce food insecurity among older adults by offering meal vouchers in a non-traditional setting.

WHEREAS, DHS-DAS and COBB COUNTY BOARD OF COMMISSIONERS are empowered to enter into this MOA pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement.

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES’ JOINT RESPONSIBILITIES

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the MOA.

1.2. Work in partnership with each other and with each Party's authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this MOA.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this MOA. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

2. COBB COUNTY BOARD OF COMMISSIONERS RESPONSIBILITIES

COBB COUNTY BOARD OF COMMISSIONERS agrees to:

2.1. To make provision of 250 meals to 20-30 participants over the course of six months. See Attached Innovation application for details, Attachment A.

2.2. Complete and send Quarterly Invoice and Programmatic Report to DHS-DAS Project Leader as attached to this document in Attachment B and C.

2.3. Final project summary will be required to accompany the last invoice.

3. DHS-DAS RESPONSIBILITIES

DHS-DAS agrees to:

3.1. Will provide reimbursement of \$3,000 following invoice submission and required programmatic reports.

3.2. To review activities as stated in the Application including, program execution and the evaluation of the program.

4. TERM

4.1. This MOA shall begin on the Effective Date and shall continue until 9-30-2020, unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this MOA shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration.

5. PAYMENT

5.1. COBB COUNTY BOARD OF COMMISSIONERS shall submit detailed, correct invoices and in accordance with DHS-DAS' standard invoicing requirements or other procedures agreed to in writing by the Parties. Each invoice for payment must reference MOA Number 42700-373-0000090475, COBB COUNTY BOARD OF COMMISSIONERS' tax identification number 58-0960309 and be itemized to identify the activities being billed. COBB COUNTY BOARD OF COMMISSIONERS must carefully review all invoices for accuracy prior to submitting to DHS-DAS.

5.2. Subject to COBB COUNTY BOARD OF COMMISSIONERS submission of deliverables and performance of services as required in this MOA, DHS-DAS will pay the invoice within thirty (30) calendar days of receipt, upon approval by DHS-DAS' Project Leader.

5.3. The total payments made by DHS-DAS to COBB COUNTY BOARD OF COMMISSIONERS shall not exceed the **Maximum Funds** amount of **\$3,000.00**, unless COBB COUNTY BOARD OF COMMISSIONERS has obtained prior written approval, in the form of a written amendment to this MOA, authorizing an increase in the total payment. Additionally, COBB COUNTY BOARD OF COMMISSIONERS agrees that DHS-DAS will not pay or otherwise compensate COBB COUNTY BOARD OF COMMISSIONERS for any amounts related to any work that it performs in excess of the Maximum Funds.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this MOA is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

7. TERMINATION

7.1. This MOA may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days' written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the MOA infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party's obligations hereunder.

7.2. In the event of termination of this MOA for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this MOA. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, *Dispute Resolution***, shall govern.

8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this MOA, in whole or in part, without additional written notice.

7. LIMITATION OF LIABILITY

7.1. No civil action may be brought under this MOA by one Party against the other Party.

7.2. DHS-DAS shall not be held liable for claims arising solely from the acts, omissions or negligence of COBB COUNTY BOARD OF COMMISSIONERS shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DAS.

8. CONFIDENTIALITY

8.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

9. NOTICE

9.1. All notices, requests, or other communications (excluding invoices) under this MOA shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

DHS-DAS

Project Leader

Temitope A. Walker, Ph.D.
Senior Hunger/Nutrition Coordinator
2 Peachtree Street, NW 33rd Floor
Atlanta, GA 30303
404-463-9006
Temitope.walker@dhs.ga.gov

Contracts Administrator

Joy Walker
Contracts Manager
Office of Procurement, Contracts and Vendor Management
2 Peachtree Street, NW, Suite 27-214
Atlanta, Georgia 30303
(404) 656-4861 (office)
(770) 359-3276 (fax)

R.Joy.Walker@dhs.ga.gov

COBB COUNTY BOARD OF COMMISSIONERS

Project Leader

Ioana Bovo Nicolescu
Grants Coordinator
Cobb County Senior Services
P.O. BOX 649, Marietta, GA 30061
(770) 528-5358 (office)
ioana.bovo-nicolescu@cobbcounty.org

9.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement

10. AMENDMENTS IN WRITING

10.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this MOA so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this MOA will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this MOA as an amendment. Except for the specific provisions of the Agreement which are amended, the MOA remains in full force and effect after such amendment.

11. COMPLIANCE WITH APPLICABLE LAWS

11.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the MOA, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this MOA, or those which become effective or are amended during the life of the MOA - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

12. ASSIGNMENT

12.1. No Party may assign this MOA, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

13. DISPUTE RESOLUTION

13.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

14. MISCELLANEOUS PROVISIONS

14.1. Audits. The Parties may audit the performance of this MOA following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

14.2. Boycott of Israel. COBB COUNTY BOARD OF COMMISSIONERS certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

14.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

14.3. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this MOA.

14.4. Parties Bound. This MOA is binding upon all employees, agents and third-party vendors of COBB COUNTY BOARD OF COMMISSIONERS and DHS-DAS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

15. WAIVER AND SEVERABILITY

15.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this MOA is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the MOA shall remain enforceable.

16. COUNTERPARTS/ELECTRONIC SIGNATURES

16.1. This MOA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

17. ENTIRE AGREEMENT

17.1. This MOA together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

(SIGNATURES ON FOLLOWING PAGE)

[THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this MOA and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

GEORGIA DEPARTMENT OF HUMAN SERVICES

Robyn A. Crittenden, Commissioner

Date

Abby Cox, Director, Division of Aging Services

Date

COBB COUNTY BOARD OF COMMISSIONERS

Michael H Boyce, Cobb County Board of Commissioners

Date

Senior Hunger Innovation Grant Application

Grantee Designation: Cobb County Senior Services

Type of Project Proposed: Outreach project

Contact Name: Ioana Bovo Nicolescu / Grants Coordinator

Contact Information: (770) 528-5358 or Ioana.Bovo-Nicolescu@cobbcounty.org

Organization Information: Cobb County Senior Services

Mailing address: P.O. BOX 649, Marietta, GA 30061

Physical address: 1150 Powder Springs Street SW, Suite 100, Marietta, GA 30064

Website: <https://www.cobbcounty.org/public-services/senior-services>

EIN: 58-6000804

Project Name: Cobb Senior Services Campus Dining Project

State Plan Focus Areas: Today's Seniors, Meeting Community Needs

The goal of this project is to pilot a campus dining program to reduce food insecurity among older adults by offering meal vouchers in a non-traditional setting. Our secondary goal is to reduce loneliness by fostering intergenerational connections between Life University students and older adults in Cobb County. Increasing social connections is key to reducing loneliness (AARP, 2018). The objectives of this project are to reach older adults not currently utilizing Cobb Senior Services (CSS) nutrition programs, to provide opportunities for different generations to have meaningful interactions and to determine the feasibility of implementing a senior center without walls congregate site on a college campus.

Project Timeline

Aug - Sept	<ul style="list-style-type: none">• Developed project concept in consultation with Ohio District 5-AAA• Initial meetings with CSS staff and Life University staff/faculty• Finalize partnership with Life University with memorandum of
-------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>understanding</p> <ul style="list-style-type: none"> • Create program materials and develop marketing strategies
October	<ul style="list-style-type: none"> • Begin registering participants for program and start program • Two vouchers mailed monthly to each campus dining participant
Nov - Mar	<ul style="list-style-type: none"> • Continue to recruit and register participants • Monthly programming offered on campus by various student organizations and/or by Life University's Nutrition students • Connect senior to Life University Seniors programs for 60+ • Mid-point evaluation to determine progress toward goals
Apr - June	<ul style="list-style-type: none"> • Conduct final evaluation of pilot project and discuss continuation of the program

Description of the Proposed Project

Several studies show that intergenerational programs and interventions benefit both the individual participants and their communities (Kaplan & Matt, 1998). Meaningful and positive intergenerational relationships can foster diverse, age friendly and inclusive communities. This pilot project will use an intergenerational approach to reduce social isolation which has a direct correlation to the risk of food insecurity (Meals on Wheels America). Two-thirds of Cobb older adults have never visited a senior center (CSS, 2017) and as the definition of today's senior change, we must try to cater our programming to meet the needs of our community. With this funding, CSS seeks to create an innovative campus dining program that will reach older adults not currently utilizing traditional senior centers.

This program proposes an innovative way to provide 250 meals to 20-30 participants over the course of six months. Individuals age 60 or better will be given an opportunity to have a

meal at one of Life University campus dining sites in form of meal vouchers. To qualify for the program, participants will register via phone or online utilizing the same assessment tools as the ones used to determine eligibility for congregate services. Once registered in the program, these participants will be mailed a welcome packet with a campus map, programs available on campus, two vouchers to be used within an allocated month and nutrition education information. Each meal voucher will entitle the holder to one free meal for on-site dining. The program's output and outcome data will be collected via registration, vouchers utilized, and pre and post questionnaires. Participant's loneliness will be measured with the UCLA Three-Item Loneliness Scale at the beginning and end of the program along with their food security via the Nutrition Risk Assessment and Food Security Assessment. Our Evidenced Based Program Coordinator will oversee all data collection and evaluation.

To foster conversations with students, the Student Nutrition Network at Life University has adopted this program as their project and students will be active in engaging with older adults who will be on campus for this program. The CSS Campus Dining program would provide the opportunity for different generations to have stimulating conversations over lunch and other structured programming offered by the university's dietetic students such as cooking demonstrations and nutrition education. The involvement of the faculty and students will allow older adults to become familiar with the campus, further immersing the university into the community.

Recognized as one of the leading county-based senior agencies in Georgia, CSS consists of 8 Senior Centers, which include 3 neighborhood centers, 4 multipurpose centers, and a Wellness Center. CSS is replicating an existing successful campus dining program implemented by the Ohio District 5 AAA at Ohio State University, and this project builds upon CSS's long established successful relationship with Life University's Dietetic program.

ATTACHMENT B

INVOICE

Please provide written notification of any change in address or contact person to the division or office representative.

Electronic Funds Transfer? Yes <input checked="" type="checkbox"/> (Must have completed authorization agreement for EFT on file.) No <input type="checkbox"/>	
Remit Checks or Remittance Advice to: CONTRACTOR: <u>Cobb County Board of Commissioners</u> Attn: _____ CONTRACT NUMBER <u>42700-373-0000090475</u> ADDRESS: _____ City/State/Zip: _____ CONTRACTOR'S ACCOUNT/INVOICE #: _____	

MAIL INVOICE TO:

Georgia Department of Human Services
 Attn: Termitope A. Walker
 2 Peachtree St NW, Suite 33-461
 Atlanta, Georgia 30303

*Attach additional sheets if needed.

<u>Dates of Service</u>	<u>Description of Accomplishments</u>	<u>Amount Spent</u>
--------------------------------	----------------------------------------------	----------------------------

I, the undersigned, certify that the services or products shown above have been provided according to the terms of the Contract and that the payment amount claimed accurately reflects the contracted rate:

Approved for Payment:

 Contractor Signature

 DHS Program Officer

 Date Submitted to Division

 Date Received by Division

REPORTING REQUIREMENTS

CONTRACT PROGRAMMATIC REPORT

Period Covered by this Report

DHS Contract #: 42700-373-0000090475

Monthly Semi-annual
 Quarterly Annual

CONTRACTOR: Cobb Board of Commissioners

TO: Georgia Department of Human Services
Attn: Temitope Walker
2 Peachtree St NW, Suite 33-461
Atlanta, Georgia 30303

FROM: Contractor:
Attn:
Mailing Address:

Narrative analysis of project accomplishments to include by objective: staff activity, program progress, or any other phase of Contractor activity to assist the Department in program evaluation based on goals and objectives proposed: (use continuation pages as necessary)

Contractor Project/Program Manager

Date Submitted



Property Management

Scott Barfield, Property Management
Director
District 3

Item No. 19.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Scott Barfield, Property Management Director
DATE: February 25, 2020

PURPOSE

To approve a Fifth Amendment to the IBM Southeast Employees' Credit Union Lease, changing the Tenant name to "iTHINK Financial Credit Union."

BACKGROUND

On May 2, 1996, the County and C-Mar Credit Union entered into a lease of the drive-through window space located at 100 Cherokee Street, Marietta ("Premises").

On March 1, 2002, the parties entered into a new lease for the Premises to extend the term, and to modify the rental amount and other provisions.

On February 29, 2008, the parties entered into a First Amendment to C-Mar Credit Union Lease to extend the term of the Lease and modify the rental amount.

On February 12, 2013, the Board approved a Second Amendment to extend the term of the lease, to revise the name of Tenant to reflect a change of ownership upon the purchase of C-Mar Credit Union by IBM Southeast Employees' Federal Credit Union and to revise the rental amount.

On August 22, 2017, the parties entered into a Third Amendment of the Lease to amend the name of the Tenant to "IBM Southeast Employees' Credit Union" to reflect a reorganization of the Tenant as a charter credit union under the laws of the State of Florida.

On February 13, 2018, the parties entered into a Fourth Amendment to the Lease to extend the term for a period of three (3) years with the automatic renewal of the term for two successive one-year periods, to increase the rental amount to Seven Hundred Dollars (\$700.00) per month.

The Fifth Amendment will amend the name as shown in the lease to read, "iTHINK Financial Credit Union" as requested by the Tenant. All other terms and conditions of the lease shall remain the same.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve a Fifth Amendment to the IBM Southeast Employees' Credit Union Lease, changing the Tenant name to "iTHINK Financial Credit Union," and authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. SB 022520 IBM Fifth Amendment

FIFTH AMENDMENT

THIS FIFTH AMENDMENT (the “Amendment”) is made and entered into as of the ___1st___ day of ___March___, 2020, by and between COBB COUNTY, a political subdivision of the State of Georgia (hereinafter “Landlord”), and IBM SOUTHEAST EMPLOYEES’ CREDIT UNION, formerly known as IBM SOUTHEAST EMPLOYEES’ FEDERAL CREDIT UNION (hereinafter “Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a lease March 1, 2002, as amended by First Amendment to C-MAR Credit Union Lease, dated February 29, 2008, as amended by Second Amendment to Lease, dated March 5, 2013, as amended by Third Amendment to Lease, dated August 22, 2017, as amended by Fourth Amendment to Lease, dated February 13, 2018, (hereinafter collectively the “Lease”) for certain property located at 100 Cherokee Street, Marietta, Georgia, as more particularly described therein; and

WHEREAS, Tenant is changing its name; and

WHEREAS, the parties desire to amend the Lease to reflect the name change of Tenant;

NOW THEREFORE, for and in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Name Change.**

The name of the Tenant is hereby amended in the Lease to read “iTHINK Financial Credit Union”. All references to Tenants name in the Lease are hereby amended to reflect such new name.

2. All other terms and conditions of the Lease shall remain the same and unchanged except as specifically set forth herein. The Lease and this Amendment shall be construed as if they were one single document.

Signatures on following page.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year written below.

Sworn to and subscribed before me
this ____ day of _____, 2020

LANDLORD:
COBB COUNTY, GEORGIA

Witness

By: _____
Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Notary Public

Attest: _____
County Clerk

(Notary Seal)

(Seal)

Sworn to and subscribed before me
this ____ day of _____, 2020

TENANT:
iTHINK FINANCIAL CREDIT UNION

Witness

By: _____

Print Name: _____

Title: _____

Notary Public

Attest: _____

Print Name: _____

Title: _____

(Seal)



Fleet Management

Al Curtis, Fleet Director

District All

Item No. 20.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Al Curtis, Fleet Director

DATE: February 25, 2020

PURPOSE

To authorize the use of available State Contracts and Sourcewell (formerly NJPA) Contracted Pricing Agreements, for the procurement of replacement vehicles per Fleet Management's prioritized Vehicle Replacement Schedule.

BACKGROUND

The FY2020 adopted budget included the appropriation of \$8,600,000.00 for the routine replacement of various County vehicles.

Fleet Management maintains a comprehensive replacement schedule of all County owned vehicles and manages the maintenance and replacement of these assets on a priority basis. This practice ensures that our fleet is maximized through a rotation that provides for the replacement of the oldest and most inefficient vehicles first.

In an effort to more effectively leverage State Contracts and existing Contracted Pricing Agreements, Fleet Management is requesting the Board of Commissioners authorize the use of these available avenues to enter into purchase agreements with the appropriate vendors to replace as many vehicles as possible, in priority order, up to the available funding level within the FY2020 vehicle replacement budget.

In leveraging these contracts, Fleet Management will process orders for multiple vehicles, on behalf of multiple departments, with contracted pricing agreements that will exceed the purchase threshold of \$100,000.00. The County's Policy on Procurement and Contract Management requires Board of Commissioners' approval on 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.

Vehicle replacements will include the following:

Police (Marked/Unmarked and Admin Vehicles), DOT, Community Development, Parks, Property Management, Fleet Motor Pool, Library, Senior Services, Information Services, Animal Services, District Attorney's Office, and Solicitor's Office.

IMPACT STATEMENT

There is no fiscal impact as a result of this item. Fleet Management is requesting Board of Commissioners' approval to leverage state contracts in an amount that does not exceed the approved vehicle replacement budget for this fiscal year.

FUNDING

Funding is available in the FY20 Fleet Management Adopted Budget.

010-060-1650-084-8605 (Autos, Vans, Trucks, & Motorcycles) \$8,600,000.00

RECOMMENDATION

The Board of Commissioners authorize the use of available state contracts and Sourcewell (formerly NJPA) Contracted Pricing Agreements, for the procurement of replacement vehicles per Fleet Management's prioritized Vehicle Replacement Schedule, in an amount not to exceed \$8,600,000.00; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Fire and Emergency Services

Item No. 21.

Randy Crider, Interim DPS Director/Fire Chief

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Randy Crider, Interim DPS Director/Fire Chief
DATE: February 25, 2020

PURPOSE

To authorize the acceptance of a sponsorship for two firefighting personnel to attend industrial petroleum fire training from the Colonial Pipeline Company.

BACKGROUND

The Colonial Pipeline Company has again extended an offer to Cobb County Fire & Emergency Services (CCFES) to sponsor two firefighting personnel at the upcoming 32 hour, Williams Fire “Xtreme Industrial Fire and Hazard Training” course in College Station, Texas during the week of June 8-11, 2020.

With the large Colonial Pipeline petroleum storage facility based in Cobb County, this course will offer invaluable training in the area of fire suppression, hazard control, and advanced flammable liquid firefighting technology. This state of the art training is widely accepted as industry best practices.

Colonial Pipeline will reimburse up to the \$8,000.00 projected cost to sponsor two firefighter personnel. There are no other costs or obligations to be incurred by Cobb County in this endeavor. This is the ninth year Colonial has extended this offer to CCFES to better equip Cobb firefighting personnel with state of the art techniques and best industry practices for responding to incidents involving industrial fires and other incidents.

IMPACT STATEMENT

There is no cost nor obligation to Cobb County.

FUNDING

Funding will be available with the following budget appropriation:

Increase revenue:	230-130-1000-4920	(Gifts and Donations)	\$8,000.00
Increase expenditure:	230-130-1000-6394	(Registration Fees)	\$8,000.00

RECOMMENDATION

The Board of Commissioners authorize the acceptance of a donation, in the amount up to \$8,000.00, for the sponsorship of two firefighting personnel to attend industrial petroleum fire training from the Colonial Pipeline Company, and further authorize the corresponding budget transactions.

ATTACHMENTS

None



Fire and Emergency Services

Randy Crider, Interim DPS Director/Fire Chief

Districts All

Item No. 22.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Randy Crider, Interim DPS Director/Fire Chief
DATE: February 25, 2020

PURPOSE

To authorize the acceptance of a donation of a propane cooker from the Lowes Corporation.

BACKGROUND

Cobb County Fire & Emergency Services (CCFES) has been contacted by the Lowes Home Improvement Corporation regarding the donation of a 150-quart propane-powered LoCo (Low Country) portable cooker for use by departments within Public Safety. This cooker can be used for special events by Police, Fire, and the Cobb County Safety Village for special events within the community.

This cooker is valued at \$800.00 and comes at no cost or obligation to Cobb County.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners authorize the acceptance of a donation of a propane cooker from the Lowes Corporation.

ATTACHMENTS

None



Community Development

Jessica Guinn, Agency Director

District 4

Item No. 23.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Jessica Guinn, Agency Director
DATE: February 25, 2020

PURPOSE

Annexation notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of a 0.90 acre tract located at 6028 and an unnumbered parcel on Bowden Street, into the City of Austell.

BACKGROUND

On July 27, 2004, the Board of Commissioners entered into intergovernmental agreements with each of Cobb's municipalities. The agreements serve as the land use dispute resolution process required by HB489. Per the intergovernmental agreements with the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna, the Board of Commissioners must adopt annexation responses by the County to be valid. On September 1, 2007, HB2, which enacts a binding dispute-resolution process, became effective.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve an annexation notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of Land Lot 0139, 18th District, parcels 0002 and 0022, 2nd Section, located on a 0.90 acre tract located at 6028 and an unnumbered parcel on Bowden Street, into the City of Austell.

ATTACHMENTS

1. BOC Response letter 6028 and unnumbered Bowden Street
2. Report_6028_Bowden_St_Austell_2020-01
3. Sketch-Map_6028_Bowden_St_Austell_2020-01



COBB COUNTY BOARD OF COMMISSIONERS

100 CHEROKEE STREET, SUITE 300
MARIETTA GEORGIA 30090-7000
Phone: (770) 528-3305 Fax: (770) 528-2606

Michael H. Boyce
Chairman

CERTIFIED MAIL
7015 0640 0001 4999 4928

February 7, 2020

The Honorable Ollie Clemons, Jr.
Mayor
City of Austell
5000 Austell-Powder Springs Road Suite 137
Austell, Georgia 30106

Re: Petition for Annexation– Land Lot 0139, 18th District, Parcels 0002 and 0022, 2nd Section, 6028 and unnumbered Bowden Street, Cobb County, Georgia; Notice of Non-Objection.

Dear Mayor Clemons:

We are in receipt of the above-referenced annexation request. Please accept this response to the annexation proposal for 6028 and unnumbered Bowden Street. The subject property is currently zoned R-20 and is within an area identified as Medium Density Residential (MDR) according to the Cobb County Future Land Use Map. The application indicates the site will remain R-20 and be utilized for residential use. Based on our HB 489 Intergovernmental Agreement, this is a non-objectionable request.

In summary, please accept this letter as the County's formal **notice of non-objection** to the proposed annexation. Please see the attached comments from the Cobb County Water System and Department of Transportation. Should you have any questions or need any additional information, please contact Jay Northrup, Intergovernmental Coordinator, at (770) 528-2199.

Re: Petition for Annexation– Land Lot 0139, 18th District, Parcels 0002 and 0022, 2nd Section, 6028 and unnumbered Bowden Street, Cobb County, Georgia; Notice of Non-Objection.

Sincerely,



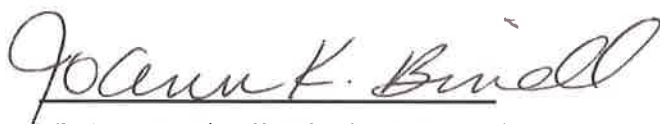
Michael H. Boyce, Chairman

cc: Rob Hosack, County Manager – VIA E-mail
Jackie McMorris, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Jim R. Graham, Director of Community Affairs, City of Austell
Darrell Weaver, Assistant Director of Community Affairs, City of Austell

Re: Petition for Annexation– Land Lot 0139, 18th District, Parcels 0002 and 0022, 2nd Section, 6028 and unnumbered Bowden Street, Cobb County, Georgia; Notice of Non-Objection.

[signature page continued]

Sincerely,

A handwritten signature in cursive script that reads "JoAnn K. Birrell". The signature is written in black ink and is positioned above the printed name.

JoAnn K. Birrell, District 3 Commissioner

cc: Rob Hosack, County Manager – VIA E-mail
Jackie McMorris, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Jim R. Graham, Director of Community Affairs, City of Austell
Darrell Weaver, Assistant Director of Community Affairs, City of Austell

Re: Petition for Annexation– Land Lot 0139, 18th District, Parcels 0002 and 0022, 2nd Section, 6028 and unnumbered Bowden Street, Cobb County, Georgia; Notice of Non-Objection.

[signature page continued]

Sincerely,



Lisa Cupid, District 4 Commissioner

cc: Rob Hosack, County Manager – VIA E-mail
Jackie McMorris, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Jim R. Graham, Director of Community Affairs, City of Austell
Darrell Weaver, Assistant Director of Community Affairs, City of Austell

Northrup, Jay

From: Davidson, Timothy
Sent: Monday, February 03, 2020 1:45 PM
To: Northrup, Jay
Subject: RE: ANNEXATION: For review and Comment: 6028 and an unnumbered parcel on Bowden Street, Austell

Water service for these properties is currently provided and will continue to be provided by the City of Austell.

Wastewater flow from the site will continue to be treated at the South Cobb WRF where there currently is sufficient capacity. Permit issuances are subject to continued WRF compliance with EPD discharge requirements.

Because Austell will continue to own and maintain water and sewer facilities in public rights-of-way and public easements, there would be no infrastructure gain or loss.

Tim Davidson
Cobb County Water System
660 South Cobb Drive
Marietta, GA 30060
770-419-6312

Northrup, Jay

From: Washington, James
Sent: Tuesday, February 04, 2020 8:27 AM
To: Northrup, Jay
Subject: RE: ANNEXATION: For review and Comment: 6028 and an unnumbered parcel on Bowden Street, Austell

Jay,

Here are our comments.

DOT Comments:

Recommend applicant be required to meet all Cobb County Development Standards and Ordinances related to project improvements.

Thanks,

James M. Washington

Site Plan Review

Cobb County Department of Transportation

1890 County Services Parkway

Marietta, Georgia 30008

(770) 528-1644










james.washington@cobbcounty.org

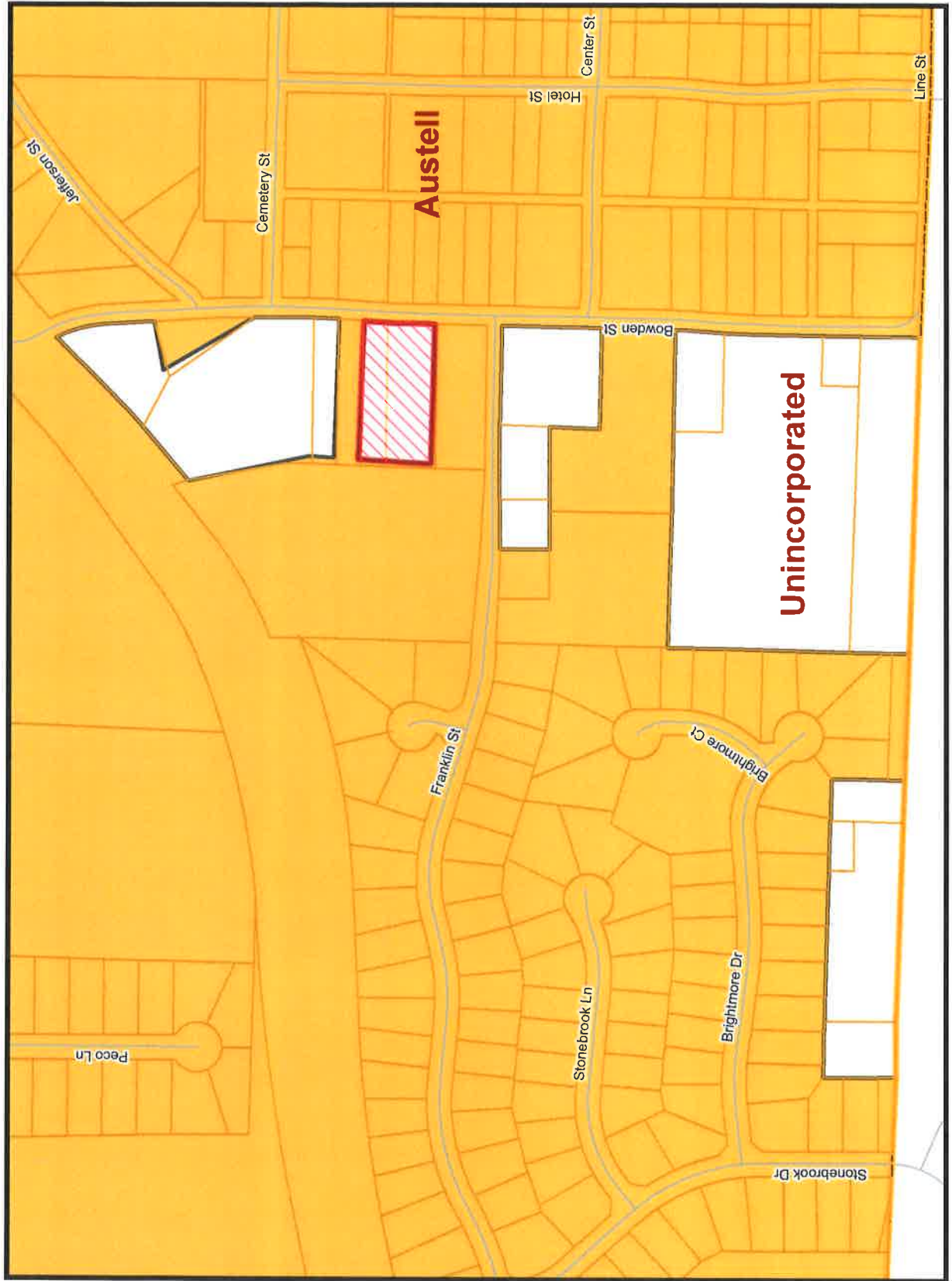
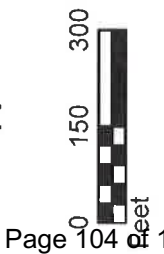
Annexation Application From the City of Austell

January 2020

18th District
Land Lot 0139
Parcels 0002
& 0022

Legend

-  Acworth
-  Austell
-  Kennesaw
-  Marietta
-  Powder Springs
-  Smyrna
-  Unincorporated
-  Annexed Areas
-  De-Annexation





Cobb County Community Development Agency
Planning Division
Annexation Analysis

Report Prepared by: Jay Northrup, Intergovernmental Coordinator superseded
Deadline for Response to City: February 7, 2020

BOC Commissioner District: 4 (Cupid)

BOC Agenda Deadline: February 25, 2020

City of Annexation: Austell

Applicant: Annexation – Habitat for Humanity of N.W. Metro Atlanta: Rezoning – N/A

Property Location: 6028 and unnumbered Bowden Street

Land Lot/District: 0139/18th

PID(s): 18013900020 and 18013900220

Acreage: 0.90 acres

Road Access: Bowden Street

Current County Zoning: R-20

Proposed City Zoning: R-20

Proposed Use: Residential

Proposed Density: 2.22 units per acre

Future Land Use Designation: Medium Density Residential (MDR)

Consistent with HB 489 LUA: Yes

Comments: The parcels have the required contiguity, the zoning will not change, 2 units are proposed which results in an even lower density than the minimum allowed, there are no Cobb County facilities and no new islands are created. However, the parcels do constitute an island, so the application is unobjectionable in accordance with Section 4 of the IGA pertaining to Land Use.

Recommendation: Non-Objection

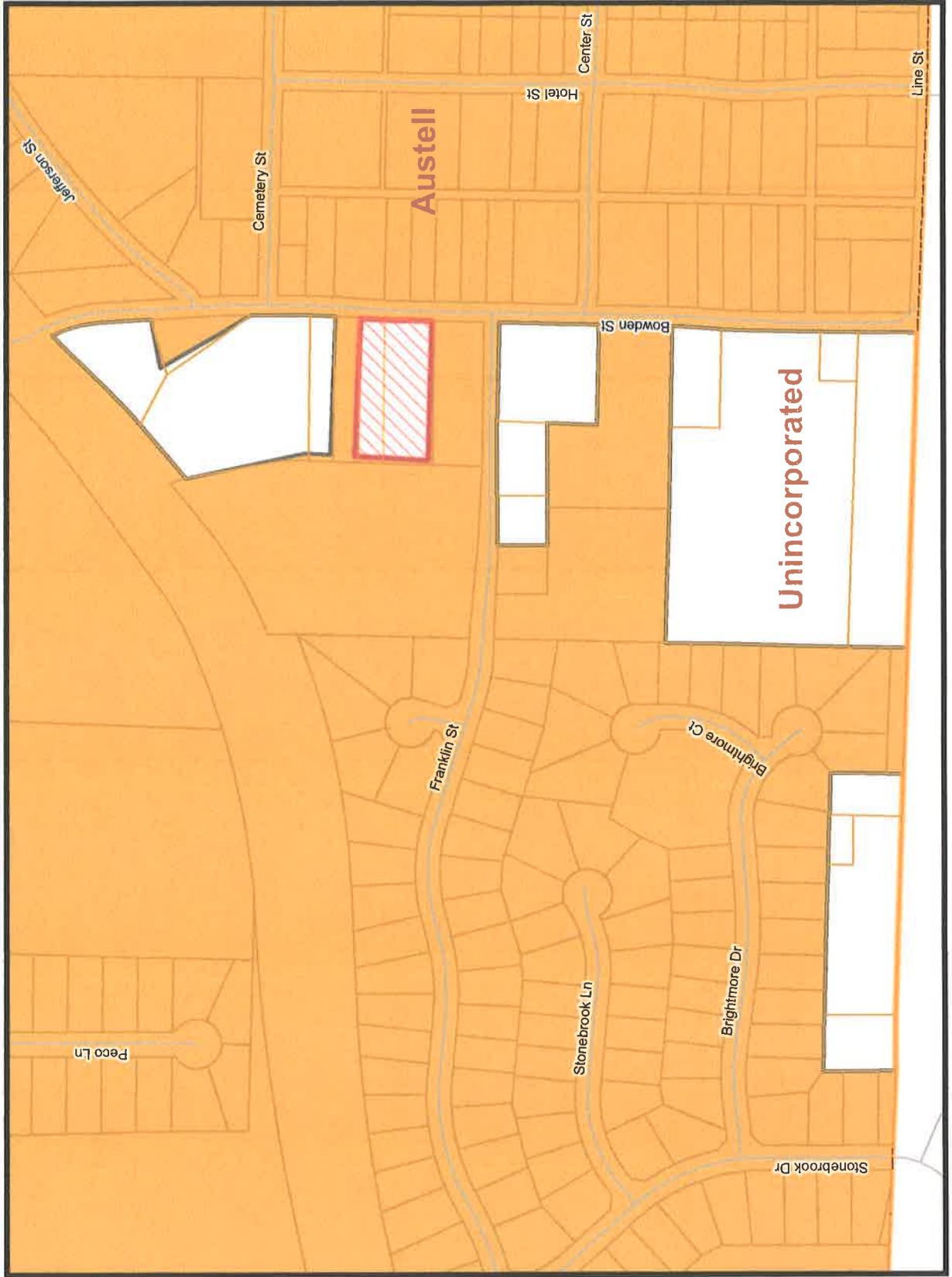
Annexation Application From the City of Austell

January 2020

18th District
Land Lot 0139
Parcels 0002
& 0022

Legend

- Acworth
- Austell
- Kennesaw
- Marietta
- Powder Springs
- Smyrna
- Unincorporated
- Annexed Areas
- De-Annexation





Community Development

Jessica Guinn, Agency Director

District 4

Item No. 24.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Jessica Guinn, Agency Director
DATE: February 25, 2020

PURPOSE

To authorize the Chairman to execute applications to initiate a rezoning of the Clarkdale Mill Village, located in Land Lots 1163, 1164, 1165, 1204, and 1205 of the 19th District.

BACKGROUND

The Clarkdale Mill Village is comprised of 98 parcels with historic homes built circa 1932. Currently, properties in this area are zoned HI (heavy industrial), IF (future industrial), and R-20 (single family residence), all of which are inconsistent with the existing land use of the property. As such, this community consisting of medium density single-family residences and duplexes, is legally nonconforming.

In order to bring this community into conformity with zoning regulations, a county initiated rezoning is sought to rezone these properties to a residential category. This will allow residents in the area to make improvements or additions to their homes, as well as to rebuild if necessary. A community meeting was held at the Threadmill Complex on February 4, 2020 to inform the residents of the potential for rezoning and to gauge interest from the property owners for rezoning. Overall, the property owners present at the meeting were supportive of moving forward with this request.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

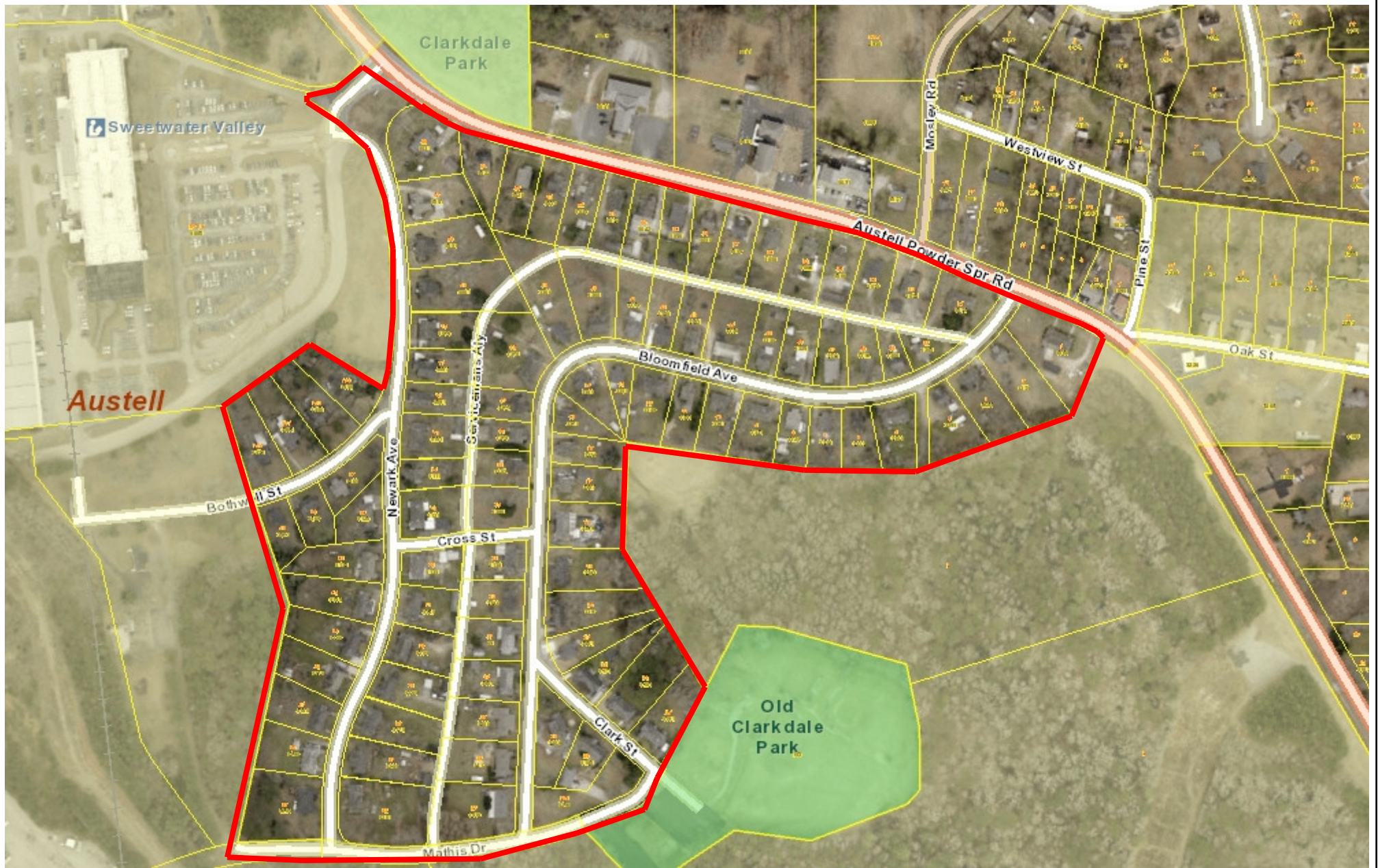
The Board of Commissioners authorize the Chairman to execute applications to rezone county owned property located in Land Lots 1163, 1164, 1165, 1204, and 1205 of the 19th District.

ATTACHMENTS

1. Clarkdale Mill Village GIS map



Cobb County Georgia Online Mapping



752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Cobb County Georgia

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1:4,514



Map Notes:



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: February 25, 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. 02252020 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 25th of February 2020



County Attorney's Office

H. William Rowling, Jr. , County Attorney

Districts All

Item No. 26.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: H. William Rowling, Jr. , County Attorney
DATE: February 25, 2020

PURPOSE

To authorize settlement of *Neghasi Middleton v. James C. Elliott* Civil Action File No. 1:18-cv-05099-MHC In the United States District Court for the Northern District of Georgia, Atlanta Division.

BACKGROUND

Legal counsel and parties have negotiated a settlement of *Neghasi Middleton v. James C. Elliott*, Civil Action File Number 1:18-cv-05099-MHC. Counsel will prepare appropriate documentation consistent with the Board's direction as presented in Executive Session on February 10, 2020.

IMPACT STATEMENT

N/A

FUNDING

Funding is available in account: 710-055-8011-6608

RECOMMENDATION

To authorize settlement of *Neghasi Middleton v. James C. Elliott* Civil Action File No. 1:18-cv-05099-MHC, In the United States District Court for the Northern District of Georgia, Atlanta Division, pursuant to the direction and within the terms as discussed in Executive Session on February 10, 2020; and authorize counsel to prepare and execute any necessary documents for the purposes of settling ongoing dispute.

ATTACHMENTS

None



County Clerk

Pam Mabry, County Clerk

Districts All

Item No. 27.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Pam Mabry, County Clerk

DATE: February 25, 2020

PURPOSE

To approve minutes

BACKGROUND

N/A

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve the minutes from the following meetings:

- February 10, 2020 - Agenda Work Session
- February 11, 2020 - BOC Regular
- February 18, 2020 - BOC Zoning (Submitted Under Separate Cover)

ATTACHMENTS

1. 021020 Agenda Work Session
2. 021120 BOC Regular

**MINUTES OF AGENDA WORK SESSION
COBB COUNTY BOARD OF COMMISSIONERS
FEBRUARY 10, 2020**

The Cobb County Board of Commissioners attended an Agenda Work Session on Monday, February 10, 2020, in the third-floor conference room, 100 Cherokee Street, Marietta, Georgia, for the purpose of receiving information and participating in discussion regarding the February 11, 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 10:02 a.m.

No official action was taken by the Board.

2. MOTION TO CONDUCT EXECUTIVE SESSION TO DISCUSS LEGAL MATTERS

MOTION: Motion by Boyce, 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 10:36 a.m.

Pamela L. Mabry
County Clerk
Cobb County Board of Commissioners

**MINUTES OF REGULAR MEETING
COBB COUNTY BOARD OF COMMISSIONERS
FEBRUARY 11, 2020
9:00 AM**

The Regular Meeting of the Cobb County Board of Commissioners was held on Tuesday, February 11, 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 9:03 a.m.

PRESENTATIONS

1. To present a resolution in support of the 2020 Decennial Census.

Jessica Guinn, Community Development Agency Director, and the Board presented a resolution to members of the Census Bureau in support of the 2020 Decennial Census.

2. To recognize Erin Wolfe, Senior Buyer, for successful completion of requirements for designation as a Certified Professional Public Buyer. (CPPB)

Commissioner Ott and Joe Tommie, Purchasing Director, recognized Erin Wolfe, Senior Buyer, for her outstanding achievement in receiving her designation as a Certified Professional Public Buyer.

PUBLIC HEARING

3. To complete vote on the pending motion to withdraw proposed Cobb County Code amendment 10-135 from consideration for adoption which was first considered at the last Board of Commissioners meeting.

Chairman Boyce gave a brief overview explaining the prior motion made by Commissioner Birrell to withdraw Sec. 10-135 (Prohibition on the Sale of Dogs and Cats at Pet Stores) and directed Commissioner Ott to cast his vote.

Commissioner Ott voted in favor of the pending motion from the January 28, 2020 regarding the withdrawal of the proposed Cobb County Code amendment to Sec.10-135 (Prohibition on the Sale of Dogs and Cats at Pet Stores), which resulted in the following vote:

VOTE: **ADOPTED 3-2**, Chairman Boyce and Commissioner Cupid opposed

4. **To conduct the second public hearing to solicit comments and input on the proposed amendments to Chapter 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.**

Rob Hosack, County Manager, provided information regarding the process of the proposed code amendment and the following members of staff presented a PowerPoint presentation on the proposed amendments:

- Randy Crider, Interim Public Safety Agency Director - Chapter 10 (Animals)
- Jessica Guinn, Community Development Agency Director - Chapter 18 (Building Regulations), Chapter 66 (Historic Preservation), Chapter 78 (Licenses, Permits and Businesses) and Chapter 134 (Zoning)
- Jay Westbrook, Deputy Fire Chief Chapter 54 (Fire Prevention and Protection)
- Michael Brantley, PARKS Division Manager - Chapter 90 (Parks & Recreation)

Chairman Boyce opened the Public Hearing and asked those wishing to speak on this issue come forward. Following 40 speakers, the Public Hearing was closed. Following discussions among the Board and the following motions were made:

Chapter 2 (Administration)

Motion by Boyce, second by Gambrell, to **approve** the proposed amendments to Chapter 2 (Administration), of the Cobb County Code, *as presented, and revised in draft amendment package I, version II, dated February 6, 2020.*

VOTE: ADOPTED 5-0

Chapter 10 Sec. 10-1 (Definitions)

Motion by Boyce, second by Ott, to **approve** Chapter 10 Sec. 10-1 (Definitions), *as presented, and revised in draft amendment package I, version II, dated February 6, 2020*, with the removal of the following definitions: Animal Rescue Organization, Broker, Offer for sale, Pet Store and Private Breeder

VOTE: ADOPTED 5-0

Chapter 10 Sec. 10-11 (Control of animal)

Motion by Boyce, second by Ott, to **approve** Chapter 10 Sec. 10-11 (Control of animal) as revised.

Discussions ensued among the Board and the following Substitute Motion was made:

Motion by Cupid, second by Ott, to **hold** Chapter 10 (Animals) for further discussion, with the exception to Sec. 10-1, which was already approved.

Additional discussions ensued among the Board. and the following revised Motion was made:

Revised Motion by Cupid, second by Ott, to **hold** Chapter 10, Sec. 10-11 (Control of animal), Sec. 10-37 (Fees), and Sec. 10-67 (Period of impoundment or confinement); and **direct** staff to delay enforcement of the leash law for TNR.

Clerk's note: Commissioner Gambrell requested the creation of a citizen's committee along with staff to review the proposed held code amendments to Chapter 10, Sections 10-11, 10-37 and 10-67, to be brought back before the Board for consideration.

VOTE: ADOPTED 5-0

Chapter 18 (Building Regulations)

Motion by Boyce, second by Ott, to **approve** Chapter 18 (Building Regulations), of the Cobb County Code, *as presented, and revised in draft amendment package I, version II, dated February 6, 2020.*

VOTE: ADOPTED 5-0

Chapter 54, Sec. 54-52.1 (Life Safety)

Motion by Ott, second by Boyce, to **withdraw** Chapter 54, Sec. 54-52.1 (Life Safety), of the Cobb County Code.

VOTE: ADOPTED 5-0

Chapter 54 Sec. 54-55 (Enforcement)

Motion by Ott, second by Birrell, to **approve** Chapter 54 Sec. 54-55 (Enforcement), of the Cobb County Code, *as presented, and revised in draft amendment package I, version II, dated February 6, 2020.*

VOTE: ADOPTED 5-0

Chapter 66 (Historic Preservation)

Motion by Ott, second by Birrell, to **hold** Chapter 66 (Historic Preservation); and **direct** staff to create a citizen's committee along with staff to review the proposed code amendments and bring back before the Board for consideration.

VOTE: ADOPTED 5-0

Chapter 78 (Licenses, Permits and Businesses)

Motion by Ott, second by Boyce, to **approve** Chapter 78 (Licenses, Permits and Businesses), of the Cobb County Code, *as presented, and revised in draft amendment package I, version II, dated February 6, 2020.*

VOTE: ADOPTED 5-0

Clerk's note: Commissioner Cupid requested clarification to Chapter 78, Division 7 - (Health spaces) regarding similarities with respect to State Law.

Chapter 90 (Parks & Recreation)

Motion by Ott, second by Gambrill, to approve Chapter 90 (Parks & Recreation) of the Cobb County Code, *as presented, and as revised in draft amendment package I, version II, dated February 6, 2020, with the following changes:*

- exception to leash law
- Sec. 90-52 shall read - *The designation of parks as "active" or "passive" will be the responsibility of the Board of Commissioners.*

VOTE: ADOPTED 5-0

Chapter 134 Sec. 134-36 (Temporary land use permits)

Motion by Ott, second by Gambrill, to **approve** Chapter 134 Sec. 134-36 (Temporary land use permits) of the Cobb County Code, *as presented, and revised in draft amendment package I, version II, dated February 6, 2020.*

VOTE: ADOPTED 4-1, Commissioner Birrell opposed

Chapter 134 Sec. 134-37 (Special land use permits)

Motion by Boyce, second by Birrell, to **approve** Chapter 134 Sec. 134-37 (Special land use permits) of the Cobb County Code, *as presented, and revised in draft amendment package I, version II, dated February 6, 2020.*

VOTE: **ADOPTED 3-2**, Commissioner Ott and Commissioner Gambrill opposed

Chapter 134 Sec. 134-39 (Limited Professional Services Permit)

Motion by Gambrill, second by Ott, to **approve** Chapter 134 Sec. 134-39 (Limited Professional Services Permit) of the Cobb County Code, *as presented, and revised in draft amendment package I, version II, dated February 6, 2020, with the following addition:*

Use limitations

- 3. revise to read – *If new lighting is installed...*

VOTE: **ADOPTED 3-2**, Chairman Boyce and Commissioner Birrell opposed

Chapter 134 Sec. 134-133 (Gutters and shutters)

Motion by Birrell, second by Cupid, to **approve** Chapter 134 Sec. 134-133 (Gutters and shutters) of the Cobb County Code, *as presented, and revised in draft amendment package I, version II, dated February 6, 2020.*

VOTE: **ADOPTED 3-2**, Commissioner Gambrill and Commissioner Ott opposed

Chapter 134 Sec. 134-134 (Exterior Building Surface Maintenance)

Motion by Boyce, second by Birrell, to **approve** Chapter 134 Sec. 134-134 (Exterior Building Surface Maintenance) of the Cobb County Code, *as presented, and revised in draft amendment package I, version II, dated February 6, 2020.*

VOTE: **ADOPTED 3-2**, Commissioner Gambrill and Commissioner Ott opposed

Chapter 134 Sec. 134-213 (NRC neighborhood retail commercial district)

Motion by Boyce, second by Birrell, to **approve** Chapter 134 Sec. 134-213 (NRC neighborhood retail commercial district) of the Cobb County Code, *as presented, and revised in draft amendment package I, version II, dated February 6, 2020.*

VOTE: **ADOPTED 3-2**, Chairman Boyce and Commissioner Cupid opposed

Chapter 134 Sec. 134-272 (Traffic and parking)

Motion by Gambrill, second by Ott, to **hold** Chapter 134 Sec. 134-272 (Traffic and parking) of the Cobb County Code, and **direct** staff to create a citizen's committee along with staff to review the proposed code amendments then bring back to the Board for consideration.

VOTE: **ADOPTED 5-0**

Chapter 134 Sec. 134-289 (Mableton Parkway/Veterans Memorial Highway design overlay district)

Motion by Cupid, second by Gambrill, to **approve** Chapter 134 Sec. 134-289 (Mableton Parkway/Veterans Memorial Highway design overlay district) of the Cobb County Code, *as presented, and revised in draft amendment package I, version II, dated February 6, 2020.*

VOTE: **ADOPTED 5-0**

Chapter 134 Sec. 134-290 (Backyard chickens)

Motion by Ott, second by Gambrill, to **approve** Chapter 134 Sec. 134-290 (Backyard chickens) of the Cobb County Code, *as presented, and revised in draft amendment package I, version II, dated February 6, 2020; with the following new language;* and **direct** staff to create a registration form.

- *i. The community development director or their designee shall develop an application form for review of these requests. A person seeking to keep and raise chickens in accordance with this section shall first submit a complete application to the community development department.*

VOTE: **ADOPTED 3-2**, Chairman Boyce and Commissioner Birrell opposed

Chapter 134 Sec. 134-291 (Short term rentals)

Motion by Ott, second by Gambrill, to **hold** Chapter 134 Sec. 134-291 (Short term rentals) of the Cobb County Code, and **direct** staff to create a staff and citizen taskforce to review the proposed code amendments and bring back before the Board after the legislative session taskforce.

VOTE: **ADOPTED 5-0**

A copy of the approved code amendments are attached and made a part of these minutes.

Chairman Boyce called for a brief recess at 2:08 p.m.: the meeting reconvened at 2:28 p.m.

By consensus of the Board the following item was moved forward in the meeting.

5. **To conduct a public hearing prior to expending \$100,000.00 or more to secure engineering design services for Master Task Order Contracts for Professional Services.**

Erica Parish, Department of Transportation Agency Director, provided information regarding the engineering design services for Master Task Order Contracts for Professional Services.

Chairman Boyce opened the Public Hearing and asked those wishing to speak on this issue come forward. There being no speakers, the Public Hearing was closed, and the following motion was made:

Motion by Boyce, second by Birrell, to **secure** engineering design services for Master Task Order Contracts for Professional Services.

VOTE: **ADOPTED 5-0**

6. **To conduct a public hearing and approve the Chattahoochee Corridor Plan Certificate of Compliance for a proposed project to replace an existing single-family home at 761 Burning Tree Drive.**

Jessica Guinn, Community Development Agency Director, presented information regarding the Chattahoochee Corridor Certificate of Compliance to replace an existing single-family home with a new single-family home at 761 Burning Tree Drive.

Chairman Boyce opened the Public Hearing and asked those persons wishing to speak to come forward. There being no speakers, the Public Hearing was closed and the following motion was made:

Motion by Ott, second by Birrell, to **approve** the Chattahoochee Corridor Certificate of Compliance to replace an existing single-family home with a new single-family home at 761 Burning Tree Drive, located in land lot 1093 of the 17th District, 2nd Section.

VOTE: **ADOPTED 5-0**

PUBLIC COMMENT

1. **Monica Delancy** addressed the Board regarding housing and schools in the Riverside area.
2. **Kelly Johnson** addressed the Board regarding various matters.
3. **Ron Sifen** addressed the Board regarding the proposed managed lanes.

CONSENT AGENDA

Motion by Birrell, second by Ott, to **withdraw** Item 21 (Community Development) - *To review a summary of the appeal hearing conducted by the License Review Board for Prestige Lounge, LLC d/b/a Prestige Cafe* (See Item 21 of these minutes).

VOTE: **ADOPTED 5-0**

Motion by Boyce, second by Birrell, to **approve** the following items on the Consent Agenda, *as revised*; with the exception to Item 21, which was withdrawn; and **authorize** execution of the necessary documents by the appropriate County personnel.

District Attorney

7. **To authorize an interfund transfer from General Fund Merit Contingency to an impacted District Attorney unit within the Grant Fund.**

To **authorize** an interfund transfer from General Fund Merit Contingency to impacted District Attorney unit, G370, within the Grant Fund; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funds will be available with the following interfund transfer:

Decrease Expenditure:	010-015-0145-8815 (Salary Contingency)	\$50,000.00
Increase Expenditure:	010-015-0145-6594 (Transfer Out)	\$50,000.00
Increase Revenue:	270-170-G370-4960 (Transfer In)	\$50,000.00
Increase Expenditure:	270-170-G370-6012 (Salaries)	\$50,000.00

8. **To authorize a supplemental transfer from the District Attorney's adopted FY2020 budget to the Grant Fund in support of the Innovative Prosecution Solutions for Combating Violent Crime program.**

To **authorize** a supplemental transfer from the District Attorney's adopted FY2020 budget to the Grant Fund, in the amount of \$20,408.35, in support of the Innovative Prosecution Solutions for Combating Violent Crime program; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Available:	010-170-8750-6594 (Transfers Out)	\$20,408.35
Increase Revenue:	270-170-F043-4960 (Transfers In)	\$20,408.35
Increase Expenditure:	270-170-F043-6012 (Salaries)	\$20,408.35

State Court Clerk

9. **To approve Amendment No. 2 to the Memorandum of Understanding (MOU) with GreenCourt Legal Technologies LLC.**

To **approve** Amendment No. 2 to the Memorandum of Understanding with GreenCourt Legal Technologies, LLC; **authorize** the continued standard reserve appropriation of additional e-filing revenue funds generated by images provided through the PeachCourt system and received by the Clerk of State Court; **authorize** corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents in a form as attached, and to take such other action as may be necessary to implement the forgoing purposes.

Revenue will be appropriated as received as follows:

Increase Revenue:	010-160-8500-4546	(Data Processing Fees)
Increase Expenditures:	010-160-8500-8818	(Reserve Contingency)

Water System

10. To approve Change Order No. 1 (final) to the construction contract with Insituform Technologies, LLC for FY18 Storm Drain Rehabilitation, 3800 Loch Highland Parkway, Program No. SW1842.

To **approve** Change Order No. 1 (final) to the construction contract with Insituform Technologies, LLC, a savings to the project in the amount of \$55,107.70, for FY18 Storm Drain Rehabilitation, 3800 Loch Highland Parkway, Program No. SW1842; **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 FY18 Storm Drain Rehabilitation, 3800 Loch Highland Parkway project, Program No. SW1842.

Decrease encumbrance:

GAE 510041018404	510-500-5758-6496	SW1842-C	\$55,107.70
------------------	-------------------	----------	-------------

Transfer from:

FY18 Storm Drain Rehabilitation, 3800 Loch Highland Parkway Drainage Contract R&M Service	510-500-5758-6496	SW1842-C	\$55,107.70
----------------------------------------------------------------------------------------------	-------------------	----------	-------------

Transfer to:

Stormwater Multi-Year Budget Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$55,107.70
---------------------------------------------------------------	-------------------	----------	-------------

11. To approve Change Order No. 1 (final) to the construction contract with K. M. Davis Contracting Co., Inc. for the Tanyard Creek Outfall Manhole Replacement, Program No. S2071.

To **approve** Change Order No. 1 (final) to the construction contract with K. M. Davis Contracting Co., Inc., a savings to the project in the amount of \$68,062.78, for Tanyard Creek Outfall Manhole Replacement, Program No. S2071; **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 Tanyard Creek Outfall Manhole Replacement, Program No. S2071.

Decrease Encumbrance:

GAE 510101017202	510-500-5755-8260	S2071-C	\$68,062.78
------------------	-------------------	---------	-------------

Transfer from:

Tanyard Creek Outfall Manhole Replacement

Construction	510-500-5755-8260	S2071-C	\$ 68,062.78
Interest Expense on Retainage	510-500-5755-6613	S2071-A	\$ 2,261.90
Materials & Supplies	510-500-5755-8265	S2071-M	\$ 5,000.00
Easements & Right-of-Way	510-500-5755-8020	S2071-R	\$ 8,000.00
Contingency	510-500-5755-8810	S2071-T	<u>\$ 20,000.00</u>
Total			\$103,324.68

Transfer to:

Unidentified New/Replacement Sewer Lines

Preliminary Estimates	510-500-5755-8005	S2503-Z	\$103,324.68
-----------------------	-------------------	---------	--------------

12. To approve a Memorandum of Agreement among the Georgia Environmental Finance Authority, Cobb County, and the Cobb County-Marietta Water Authority for the WaterFirst program.

To **approve** a Memorandum of Agreement among the Georgia Environmental Finance Authority, Cobb County, and the Cobb County-Marietta Water Authority for the WaterFirst program; and **authorize** the Chairman to execute the necessary documents.

13. To approve a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Wade Coots Company, Inc. for Queen Creek Outfall Manhole Replacement, Program No. S2074.

To **approve** a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Wade Coots Company, Inc., in the amount of \$432,400.00, for Queen Creek Outfall Manhole Replacement, Program No. S2074; **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 Sewer Line			
Preliminary Estimates	510-500-5755-8005	S2503-Z	\$451,050.00

Transfer to:

Queen Creek Outfall Manhole Replacement			
Construction	510-500-5755-8260	S2074-C	\$432,400.00
Easement & Right-of-Way	510-500-5755-8020	S2074-R	\$ 5,000.00
Materials & Supplies	510-500-5755-8265	S2074-M	\$ 5,000.00
Contingency	510-500-5755-8810	S2074-T	\$ 8,650.00
Total			\$451,050.00

Transportation

14. To approve an Intergovernmental Agreement with the Georgia Department of Transportation for the Regional Traffic Operations Program.

To **approve** an Intergovernmental Agreement with the Georgia Department of Transportation, effective immediately through June 30, 2020 with automatic annual renewals for a maximum of ten years, for the Regional Traffic Operations Program; and **authorize** the Chairman to execute the necessary documents.

15. **To adopt a resolution authorizing submission of the proposed FY20 CobbLine Transit Program of Projects to the Atlanta-Region Transit Link Authority for publication and inclusion in the transit component of the Atlanta Regional Commission Regional Transportation Improvement Program.**

To **adopt** a resolution authorizing the submission of the proposed FY20 CobbLine Transit Program of Projects to the Atlanta-Region Transit Link Authority for publication and inclusion in the transit component of the Atlanta Regional Commission Regional Transportation Improvement Program. A copy of said resolution is attached and made a part of these minutes.

Public Services Agency

Senior Services

16. **To approve the 2020 First Round Amendment Contract with the Atlanta Regional Commission for Title III-B, Title III-C1, Title III-C2 & Title III-E, CBS-HCBS State (Home and Community Based Services), CBS-Respite, CBS Case Management, SSBG-HCBS (Social Services Block Grant), NSIP (Nutrition Services Incentive Program), NSIP State, NSIP SSBG and Alzheimer’s funding for a two-year period, July 2020 through June 2022.**

To **approve** the 2020 First Amendment Contract with the Atlanta Regional Commission for Title III-B, Title III-C1, Title III-C2 & Title III-E, CBS-HCBS State (Home and Community Based Services), CBS-Respite, CBS Case Management, SSBG-HCBS (Social Services Block Grant), NSIP (Nutrition Services Incentive Program), NSIP State, NSIP SSBG and Alzheimer’s funding for a two-year period, July 2020 through June 2022; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

The following budget appropriations will reflect the change in funding:

Increase Revenue	277-300-F039-4428	NSIP Federal	\$ 1,149.23
Increase Revenue	277-300-F039-4489	NSIP State	\$41,698.50
Increase Revenue	277-300-F039-4497	Alzheimer's State	\$11,782.46
Decrease Revenue	277-300-F039-4475	CBS State	\$24,787.26
Increase Expenditure	277-300-F039-Various	Various Operating	\$29,842.93

Public Safety Agency

Fire Department

17. **To accept a donation from the Cobb County Safety Village Foundation, Inc. to the Safety Village for various instructional equipment.**

To **authorize** the acceptance of a donation from the Cobb County Safety Village Foundation for various instructional equipment, with estimated value of \$27,000.00.

18. **To accept a donation from the Cobb County Safety Village Foundation, Inc. for the purpose of maintenance cost reimbursement at the Cobb County Safety Village.**

To **authorize** the acceptance of a donation, in the amount of \$2,120.00, from the Cobb County Safety Village Foundation, Inc. for the purpose of maintenance cost reimbursements at the Cobb County Safety Village; and **further authorize** the corresponding budget transaction.

Funding is available with the following appropriation:

Increase revenue:	230-130-1090-4920	(Gifts and Donations)	\$2,120.00
Increase expenditure:	230-130-1090-6148	(Building & Structure Materials)	\$2,120.00

Emergency Management

19. **To authorize the acceptance of funds from the Hazard Mitigation Grant Program, through the Georgia Emergency Management Agency.**

To **authorize** the acceptance of Hazard Mitigation Grant Program funding through the Georgia Emergency Management Agency; **authorize** the sole-source agreement with BOLD planning, Inc., in an amount not to exceed \$71,400.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Increase Revenue:	270-130-FD01-4493	(GEMA)	\$71,400.00
Increase Expenditure:	270-130-FD01-8676	(Professional Services)	\$71,400.00

Community Development

20. To approve an Annexation Notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of a 6.7 acre tract located at 1468 Cobb Parkway N. into the City of Marietta.

To **approve** an Annexation Notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of Land Lot 866, 16th District, parcel 00030, 2nd Section, located on a 6.7 acre tract located at 1468 Cobb Parkway N., into the City of Marietta. A copy of the Annexation Notice of Non-Objection letter is attached and made a part of these minutes.

21. To review a summary of the appeal hearing conducted by the License Review Board on January 23, 2020 for Prestige Lounge, LLC d/b/a Prestige Café.

This item was withdrawn from the agenda.

CobbWorks, Inc.

22. To authorize the acceptance of a Workforce Innovation and Opportunity Act (WIOA) grant award from the Technical College System of Georgia for CobbWorks, Inc., to provide education, training, and employment services for youth.

To **authorize** the acceptance of a Youth Program grant award in the amount of \$89,330.00 from the Technical College System of Georgia for CobbWorks, Inc., the local Workforce Development Board, to provide training and employment services for youth; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding for this Workforce Innovation and Opportunity Act grant will be appropriated in the WIOA Fund as follows:

Increase Revenue	
276-120-YP17-YP17AR-A-4430 (Federal Grant Revenue)	\$ 8,933.00
276-120-YP17-YP17AR-P-4430	\$ 80,397.00
Increase Expenditures	
276-120-YP17-YP17AR-A-Various (Youth Grant - Admin)	\$ 8,933.00
276-120-YP17-YP17AR-P-Various (Youth Grant - Program)	\$ 80,397.00
Total Grant:	\$ 89,330.00

23. To authorize the acceptance of a Workforce Innovation and Opportunity Act (WIOA) grant award from the Technical College System of Georgia for CobbWorks, Inc., to provide education, training, and employment services for youth.

To **authorize** the acceptance of a Youth Program grant award in the amount of \$13,241.00 from the Technical College System of Georgia for CobbWorks, Inc., the local Workforce Development Board, to provide training and employment services for youth; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding for this Workforce Innovation and Opportunity Act grant will be appropriated in the WIOA Fund as follows:

Increase Revenue	
276-120-YP18-YP18AF-A-4430 (Federal Grant Revenue)	\$ 1,324.00
276-120-YP18-YP18AF-P-4430	\$ 11,917.00
Increase Expenditures	
276-120-YP18-YP18AF-A-Various (Youth Grant - Admin)	\$ 1,324.00
276-120-YP18-YP18AF-P-Various (Youth Grant - Program)	<u>\$ 11,917.00</u>
Total Grant:	\$ 13,241.00

24. **To authorize the acceptance of a Workforce Innovation and Opportunity Act (WIOA) grant award from the Technical College System of Georgia for CobbWorks, Inc., to provide education, training, and employment services for adults.**

To **authorize** the acceptance of an Adult Program grant award in the amount of \$178,271.00 from the Technical College System of Georgia for CobbWorks, Inc., the local Workforce Development Board, to provide training and employment services for adults; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding for this Workforce Innovation and Opportunity Act grant will be appropriated in the WIOA Fund as follows:

Increase Revenue	
276-120-WF18-WF18AF-A (Federal Grant Revenue)	\$ 17,827.00
276-120-WF18-WF18AF-P	\$160,444.00
Increase Expenditures	
276-120-WF18-WF18AF-A Various (Adult Grant - Admin)	\$ 17,827.00
276-120-WF18-WF18AF-P Various (Adult Grant - Program)	<u>\$160,444.00</u>
Total Grant: (See Attachment Details)	\$178,271.00

Finance

25. **To adopt a Resolution authorizing the Finance Director/Comptroller to proceed with the appropriate actions to finance the construction and equipping of a new fire station 17 by procuring an installment sale financing (the "Installment Sale") through the Association County Commissioners of Georgia's ("ACCG") Facilities Financing Program.**

To **adopt** a Resolution authorizing the Finance Director/Comptroller to proceed with the appropriate actions in order to procure an installment sale financing (the "Installment Sale") through the Association County Commissioners of Georgia's ("ACCG") Facilities Financing Program to finance on a tax exempt basis the cost of constructing and equipping for governmental use a new fire station 17 (the "Fire Station") to be located at 3321 Ernest W. Barrett Parkway NW in unincorporated Cobb County on land previously acquired by the County, the costs of issuance, and other permitted costs and expenses related thereto, in the not-to-exceed principal amount of \$6,750,000.00 and for a not-to-exceed term of ten years, as outlined herein, with the assistance of the County's financial advisor and bond counsel, including, without limitation, as follows: to finalize and distribute the Request for Proposals and other appropriate documents for the Fire Station Installment Sale; to conduct a competitive bid process for the Fire Station Installment Sale; to award the Fire Station Installment Sale to the responsive bidder offering the most advantageous financing terms for the County after consideration of the total financing cost proposed by each bidder and also the impact of any additional terms or conditions proposed by each bidder; to take all other appropriate actions in connection with the Fire Station Installment Sale financing; and **authorize** the Chairman, the Finance Director/Comptroller (or any designee thereof), the Assistant Finance Director/Comptroller, the County Manager, any interim County Manager, the Deputy County Manager or any designee of the County Manager or the Interim County Manager, as customary, to execute the necessary documents on behalf of the County. A copy of said resolution is attached and made a part of these minutes.

No allocation of funds is required.

26. **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 apart of these minutes.

County Clerk

27. To approve minutes.

To **approve** the minutes from the following meetings:

January 27, 2019 - Agenda Work Session
January 27, 2019 - BOC Work Session
January 28, 2019 - BOC Regular

CONSENT VOTE: **ADOPTED 5-0**, with the exception Item 25, which was **ADOPTED 3-2**,
Commissioner Ott and Commissioner Gambrill opposed

REGULAR AGENDA

Transportation

28. To approve a contract with Butch Thompson Enterprises, Inc., for drainage system repairs on Chattahoochee Plantation Drive, Project No. X2247, CCDOT Contract No. 001454.

Motion by Ott, second by Birrell, to **approve** a contract with Butch Thompson Enterprises, Inc., in an amount not to exceed \$186,731.00, for drainage system repairs on Chattahoochee Plantation Drive, Project No. X2247, CCDOT Contract No. 001454; **authorize** the corresponding budget transactions; 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-X2247-C	Preliminary Estimate	\$93,365.50
Transfer to:	347-050-X220-X220-8762-X2247-C	Turnkey Construction	\$93,365.50

VOTE: **ADOPTED 5-0**

To approve a contract with Butch Thompson Enterprises, Inc., for drainage system repairs on Chattahoochee Plantation Drive, Project No. X2247, CCDOT Contract No. 001454 (CONT.)

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following interfund transfer from the Water & Sewer Renewal Fund:

Decrease Expenditure:	510-500-5756-5756-8005-W4069-Z	Preliminary Estimate	\$93,365.50
Increase Expenditure:	510-500-5756-5756-6594	Interfund Transfer Exp.	\$93,365.50
Increase Revenue:	347-050-X220-X220-4690-X2247-C	Interfund Transfer Rev.	\$93,365.50
Increase Expenditure:	347-050-X220-X220-8762-X2247-C	Turnkey Construction	\$93,365.50

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.

Chattahoochee Plantation Drive 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

29. **To approve Change Order No. 1 (final) to the contract with Butch Thompson Enterprises, Inc., for drainage system repairs on Circle 75 Parkway, Project No. X2253, CCDOT Contract No. 001428.**

Motion by Ott, second by Birrell, to **approve** Change Order No. 1 (final) to the contract with Butch Thompson Enterprises, Inc., a savings to the project in the amount of \$14,269.30, for drainage system repairs on Circle 75 Parkway, Project No. X2253, CCDOT Contract No. 001428; **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 34709241935:	347-050-X220-X220-8762-X2253-C	Turnkey Construction	\$14,269.30
Transfer from:	347-050-X220-X220-8762-X2253-C	Turnkey Construction	\$14,269.30
Transfer to:	347-050-X220-X220-8761-X2253-C	Preliminary Estimate	\$14,269.30

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.

Circle 75 Parkway 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

30. To approve Change Order No. 1 (final) to the contract with Excellere Construction, LLC, for Phase 5 demolition of four buildings for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001511.

Motion by Ott, second by Birrell, to **approve** Change Order No. 1 (final) to the contract with Excellere Construction, LLC, a savings to the project in the amount of \$49,892.87, for Phase 5 demolition of four buildings located at Arlington Park at Wildwood Apartments for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001511; **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 34708271939:	347-050-X240-X240-8751-X2401-R	Structure Removal	\$49,892.87
Transfer from:	347-050-X240-X240-8751-X2401-R	Structure Removal	\$49,892.87
Transfer to:	347-050-X240-X240-8741-X2401-R	Preliminary Estimate	\$49,892.87

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

31. To approve Change Order No. 1 (final) to the contract with Excellere Construction, LLC for Phase 4 demolition of 12 condominiums for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001489.

Motion by Ott, second by Birrell, to **approve** Change Order No. 1 (final) to the contract with Excellere Construction, LLC, a savings to the project in the amount of \$12,588.02, for Phase 4 demolition of 12 condominiums located at Terrell Ridge Condominiums for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001489; **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 34707231931:	347-050-X240-X240-8751-X2401-R	Structure Removal	\$12,588.02
Transfer from:	347-050-X240-X240-8751-X2401-R	Structure Removal	\$12,588.02
Transfer to:	347-050-X240-X240-8741-X2401-R	Preliminary Estimate	\$12,588.02

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

32. **To approve Change Order No. 1 (final) to Resurfacing Contract 2018-2 Local Roads (South) with Baldwin Paving Company, Inc., for resurfacing of County-maintained streets, Project No. X2907, CCDOT Contract No. 001218.**

Motion by Gambrill, second by Cupid, to **approve** Change Order No. 1 (final) to Resurfacing Contract 2018-2 Local Roads (South) with Baldwin Paving Company, Inc., a savings to the project in the amount of \$288,017.67, for resurfacing of County-maintained streets, Project No. X2907, CCDOT Contract No. 001218; **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, with the following budget transfer:

Decrease GAE 347031318803:	347-050-X290-X290-8762-X2907-C	Turnkey Construction	\$288,017.67
Transfer from:	347-050-X290-X290-8762-X2907-C	Turnkey Construction	\$288,017.67
Transfer to:	347-050-X290-X290-8761-X2907-C	Preliminary Estimate	\$288,017.67

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, Resurfacing.

Resurfacing 2018-2 Local Roads (South) is an eligible project/program under the Infrastructure Preservation – Resurfacing Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 8). Resurfacing includes milling, patching, leveling, and resurfacing of various roadways throughout the County.

VOTE: ADOPTED 5-0

33. To approve Change Order No. 3 (final) to the contract with C.W. Matthews Contracting Company, Inc., for roadway improvements on Cumberland Boulevard, State P.I. No. 0014012, Cobb County Project No. X2604, CCDOT Contract No. 001033.

Motion by Ott, second by Birrell, to **approve** Change Order No. 3 (final) to the contract with C.W. Matthews Contracting Company, Inc., a savings to the project in the amount of \$1,227,314.24, for roadway improvements on Cumberland Boulevard, State P.I. No. 0014012, Cobb County Project No. X2604, CCDOT Contract No. 001033; **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, with the following budget transfer:

Decrease GAE 347112216806:	347-050-X260-X260-8762-X2604-C	Turnkey Construction	\$1,035,979.63
Transfer from:	347-050-X260-X260-8762-X2604-C	Turnkey Construction	\$1,026,890.69
Transfer to:	347-050-X200-X200-8761-X2000-C	Preliminary Estimate	\$1,026,890.69

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.

Cumberland Boulevard 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). Cumberland Boulevard includes safety and operational improvements, turn lanes, and sidewalks.

Decrease appropriation of funding to the 2016 SPLOST Transportation Improvements Program Fund from the Cumberland Community Improvement District, as follows:

Decrease Revenue:	347-050-X260-X260-4505-X2604-C	CID Revenue	\$ 9,088.94
Decrease Expenditure:	347-050-X260-X260-8762-X2604-C	Turnkey Construction	\$ 9,088.94

A savings to the Water System DOT Projects - Relocate Lines Adopted CIP Budget, with the following budget transfers:

Decrease GAE 510112216806:	510-500-5756-8260-W4355-C	Construction	\$191,334.61
Transfer from:	Cumberland Parkway		
	510-500-5756-8260-W4355-C	Construction	\$191,334.61
	510-500-5756-6613-W4355-A	Interest Expense on Retainage	\$ 500.00
	510-500-5756-8810-W4355-T	Contingency	<u>\$ 4,000.00</u>
		Total:	\$195,834.61
Transfer to:	DOT Projects - Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$195,834.61

VOTE: ADOPTED 5-0

34. **To authorize procurement of professional services for further development of Geographic Information System Crash Analysis Tools, Project No. E5050.**

Motion by Ott, second by Birrell, to **authorize** the sole source procurement of professional services from ARCADIS, in an amount not to exceed \$44,049.92, for further development of Geographic Information System Crash Analysis Tools, Project No. E5050.

Available in the 2011 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	345-050-E005-E505-8721-E5050-E	Preliminary Estimate	\$44,049.92
Transfer to:	345-050-E005-E505-8722-E5050-E	Engineering	\$44,049.92

The 2011 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on December 14, 2010, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Traffic Management, Traffic Signal Timing, and Planning.

Transportation Technology is an eligible project/program under the Congestion Relief and Mobility Improvements - Traffic Management, Traffic Signal Timing, and Planning Component of the 2011 SPLOST Transportation Improvements (Cobb County 2011 SPLOST, pp. 10, 22). Transportation Technology improvements include upgrading information systems, GIS, Global Positioning Systems, Management Information Systems, and Transportation Information Systems.

VOTE: ADOPTED 5-0

35. To authorize procurement of upgraded field and office computer equipment and supporting hardware/software to replace obsolete equipment for Transportation Technology, Project No. E5050.

Motion by Boyce, second by Ott, to **authorize** procurement of upgraded field and office computer equipment and supporting hardware/software, in an amount not to exceed \$66,663.00, to replace obsolete equipment for Transportation Technology, Project No. E5050.

Available in the 2011 SPLOST Transportation Improvements Program Fund, as follows:

Available: 345-050-E005-E505-6258-E5050-P	Accountable Equipment	\$64,454.00
345-050-E005-E505-6122-E5050-P	Computer Supplies	\$ 1,975.00
345-050-E005-E505-6326-E5050-P	Professional Services	\$ 234.00

The 2011 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on December 14, 2010, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Traffic Management, Traffic Signal Timing, and Planning.

Transportation Technology is an eligible project/program under the Congestion Relief and Mobility Improvements – Traffic Management, Traffic Signal Timing, and Planning Component of the 2011 SPLOST Transportation Improvements (Cobb County 2011 SPLOST, pp. 10, 22). Transportation Technology improvements include the upgrade of information systems such as, Geographic Information System (GIS), Global Positioning System (GPS), Management Information System (MIS), and Transportation Information System (TIS).

VOTE: **ADOPTED 5-0**

36. To authorize advertisement for and conduct of a public hearing prior to expending \$100,000.00 or more to perform engineering design services for various projects in the 2016 SPLOST Transportation Improvements Program, and to authorize the issuance of Requests for Proposals to procure required services.

Motion by Boyce, second by Birrell, to **authorize** advertisement for and conduct of a public hearing prior to expending \$100,000.00 or more to perform engineering design services for various projects in the 2016 SPLOST Transportation Improvements Program; and **further authorize** the issuance of Requests for Proposals or Task Order Work Authorizations to procure required services of upcoming projects for the first half of 2020. A copy of the various projects is attached and made a part of these minutes.

VOTE: **ADOPTED 5-0**

Support Services Agency

Property Management

37. **To approve contracts with Southeastern Commercial Flooring, Inc., Carithers-Wallace-Courtenay, Inc., and Irwin Seating Company for purchase and installation of flooring, furniture and auditorium seating at the Public Safety Training Center, 2016 SPLOST Program X1050.**

Motion by Cupid, second by Gambrill, to **approve** contracts with Southeastern Commercial Flooring, Inc., in the amount of \$535,697.64, Carithers-Wallace-Courtenay, Inc., in an amount not to exceed \$450,000.00, and Irwin Seating Company, in the amount of \$96,223.80, for the purchase and installation of flooring, furniture and auditorium seating at the Public Safety Training Center, located at 2435 East West Connector, Austell, 2016 SPLOST Program X1050; and **authorize** the corresponding budget transactions.

Funding is available in the 2016 SPLOST project budget as follows:

Southeastern Commercial Flooring, Inc.	347-130-X105-8110-X1050-R (Renovation)	\$535,697.64
Carithers-Wallace-Courtenay, Inc.	347-130-X105-6258-X1050-R (Furniture)	\$450,000.00
Irwin Seating Company	347-130-X105-6328-X1050-R (Fixed Install)	\$ 96,223.80

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 Public Safety Training Center 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 December 31, 2019:

Budget: \$23,300,000.00

Expended: \$11,791,998.09

VOTE: ADOPTED 5-0

38. **To approve a contract with Johnson Controls Fire Protection LP, for work related to the fire alarm system at the Public Safety Training Center, 2016 SPLOST Program X1050.**

Motion by Cupid, second by Gambrill, to **approve** a contract with Johnson Controls Fire Protection LP, in the amount of \$113,831.00, for work related to the fire alarm system at the Public Safety Training Center, located at 2435 East West Connector, Austell, 2016 SPLOST Program X1050; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the 2016 SPLOST project budget as follows:

347-130-X105-8110-X1050-R	(Renovation)	\$113,831.00
---------------------------	--------------	--------------

Create GAE in the amount of \$113,831.00

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 Public Safety Training Center 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 December 31, 2019:

Budget: \$23,300,000.00

Expended: \$11,791,998.09

VOTE: **ADOPTED 5-0**

39. **To approve an agreement with Controlled Access, Inc., for purchase and installation of the County's enterprise access control and surveillance system at the Public Safety Training Center, 2016 SPLOST Program X1050.**

Motion by Cupid, second by Gambrill, to **approve** an agreement with Controlled Access, Inc., in the amount of \$181,225.00, for purchase and installation of the County's enterprise access control and surveillance system at the Public Safety Training Center, located at 2435 East West Connector, Austell, 2016 SPLOST Program X1050; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funds are available in the 2016 SPLOST as follows:

347-130-X105-8481-X1050-R	(Security Equip)	\$181,225.00
---------------------------	------------------	--------------

Create GAE in the amount of \$181,225.00

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 Public Safety Training Center 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 December 31, 2019:

Budget: \$23,300,000.00

Expended: \$11,791,998.09

VOTE: **ADOPTED 5-0**

40. To approve Supplemental Agreement No. 3 (final) to the contract with John W. Spratlin and Son LLC for Construction Manager at-Risk services at Fire Station 1, 2016 SPLOST Program X1021.

Motion by Cupid, second by Gambrill, to **approve** Supplemental Agreement No. 3 (final) to the contract with John W. Spratlin and Son LLC, in the amount of \$13,536.18, for Construction Manager at-Risk services to build replacement Fire Station 1, located at 5781 Mableton Parkway, Mableton, 2016 SPLOST Program X1021; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available with the following transfers:

Decrease:	347-130-X102-8005-X1021-O	(FFE)	\$13,536.18
Increase:	347-130-X102-8125-X1021-C	(New Buildings & Struct)	\$13,536.18

Increase GAE 347032718802 in the amount of \$13,536.18

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 December 31, 2019:

Budget: \$4,950,401.71 Expended: \$4,690,908.99

VOTE: **ADOPTED 5-0**

APPOINTMENTS

41. To approve the appointment of Matthew Brown to the Cobb County Board of Family and Children Services.

Motion by Boyce, second by Ott, to **approve** the appointment of Matthew Brown to the Cobb County Board of Family and Children Services for a term balance to expire on June 30, 2022. This appointment will replace Everett Cebula.

VOTE: **ADOPTED 5-0**

42. **To announce the appointment of Patricia Horton to the Workforce Development Board.**

Chairman Boyce announced the appointment of Patricia Horton, for a three-year term to expire on June 30, 2022.

ADJOURNMENT

The meeting was adjourned at 3:02 p.m.

Angela Cunningham
Deputy County Clerk
Cobb County Board of Commissioners

UNOFFICIAL



BOC Chair

Michael H. Boyce, Chairman

Districts All

Item No. 28.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Michael H. Boyce, Chairman

DATE: February 25, 2020

PURPOSE

To approve a resolution for the appointment of Jackie R McMorris, EdD, as County Manager.

BACKGROUND

Rob Hosack has submitted his resignation effective April 1, 2020. Dr. Jackie McMorris has served as Deputy County Manager since October 2017. Prior to that time Dr. McMorris served almost five years as Public Services Agency Director. Dr. McMorris has done an excellent job during her tenure as Public Services Agency Director and Deputy County Manager. Her experience has more than prepared her to continue leading Cobb County as County Manager upon Mr. Hosack's retirement. A contract has been negotiated and is recommended for approval by the Board of Commissioners.

IMPACT STATEMENT

N/A

FUNDING

Funding is available in the FY20 Budget for the County Manager's Office.

RECOMMENDATION

The Board of Commissioners approve a resolution for the appointment of Jackie R. McMorris, EdD, as County Manager, effective April 1, 2020; and authorize the Chairman to execute any necessary documents.

UNDER SEPARATE COVER

Employment Agreement

ATTACHMENTS

1. Resolution Appointing McMorris

RESOLUTION

WHEREAS, Dr. Jackie McMorris (hereinafter “McMorris”) has in various leadership capacities for Cobb County, Georgia (hereinafter the “County”) for the past eight years including Deputy County Manager since October 2017; and

WHEREAS, the County Manager position is of critical importance to the County, and it is desirable that an effective transition in leadership occur; and

WHEREAS, McMorris’ authorized legal representative has presented an employment agreement for consideration in accordance with the Board of Commissioner’s direction.

WHEREAS, the County and McMorris mutually desire an Employment Agreement through December 31, 2023.

NOW THEREFORE, the Board of Commissioners resolve as follows:

That McMorris be appointed upon the Chairman’s recommendation to serve in accordance with the attached employment agreement in the position of County Manager for a term through December 31, 2023.

AND, that the Chairman is authorized to execute the attached employment agreement.

Michael H. Boyce, Chairman
Cobb County Board of Commissioners



Transportation

Erica Parish, Agency Director

Districts 2, 3

Item No. 29.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Agency Director

DATE: February 25, 2020

PURPOSE

To approve Contract Modification No. 1 to the Utility Relocation Agreement with Georgia Power Company for preliminary engineering and relocation of facilities on Cobb Parkway/US 41/SR 3 at Windy Hill Road, Project No. E3030, CCDOT Contract No. 000891.

BACKGROUND

Cobb Parkway/US 41/SR 3 at Windy Hill Road is an approved intersection safety and operational improvements project in the 2011 SPLOST Transportation Improvements Program.

The project consists of intersection improvements on Cobb Parkway at Windy Hill Road, which include the addition of dual left turn lanes and queue jumper lanes on the north and south legs of Cobb Parkway. Dual southbound right turn lanes on the north leg of Cobb Parkway will also be included. In addition, the project will lengthen the existing dual left turn lanes and add a right turn lane on the west leg of Windy Hill Road and will also add a third northbound lane on Cobb Parkway exiting to Terrell Mill Road.

On July 28, 2015, the Board of Commissioners approved a Utility Relocation Agreement (URA) with Georgia Power Company (GA Power), in an amount not to exceed \$346,066.00, for preliminary engineering and relocation of facilities on Cobb Parkway/US 41/SR 3 at Windy Hill Road.

On May 22, 2018, the Board approved Contract Modification No. 1 to the Construction Agreement with the Georgia Department of Transportation (GDOT) for US 41/Cobb Parkway at Windy Hill Road intersection improvements and Queue Jumper Lanes.

A traffic signal plan revision was issued for this project, which subsequently resulted in project delays due to procurement and delivery issues with the traffic signal equipment. In addition, it was discovered that a strain pole proposed to be placed on the east side of Cobb Parkway conflicted with existing GA Power over-head lines. Through coordination with both GDOT and GA Power, a joint use pole was designed to resolve the conflict. Fabrication and installation of this pole resulted in additional costs in the amount of \$35,172.00.

The Department is in receipt of Contract Modification No. 1 to the URA with GA Power, in an amount not to exceed \$35,172.00, for additional costs associated with preliminary engineering and relocation of facilities on Cobb Parkway/US 41/SR 3 at Windy Hill Road.

Contract Modification No. 1 to the URA with GA Power has been reviewed by the County Attorney’s Office.

IMPACT STATEMENT

N/A

FUNDING

Available in the 2011 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	345-050-E006-E602-8781-E6020-U	Preliminary Estimate	\$35,172.00
Transfer to:	345-050-E003-E303-8786-E3030-U	Utility Relocation	\$35,172.00
Increase GAE 3450728151208:	345-050-E003-E303-8786-E3030-U	Utility Relocation	\$35,172.00

The 2011 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on December 14, 2010, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Intersection Improvements.

Cobb Parkway/US 41/SR 3 at Windy Hill Road is an eligible project/program under the Safety and Operational Improvements – Intersection Improvements Component of the 2011 SPLOST Transportation Improvements (Cobb County 2011 SPLOST, pp. 10, 32). Cobb Parkway at Windy Hill Road improvements include addition/extension of turn lanes and includes concept development for a grade separated interchange.

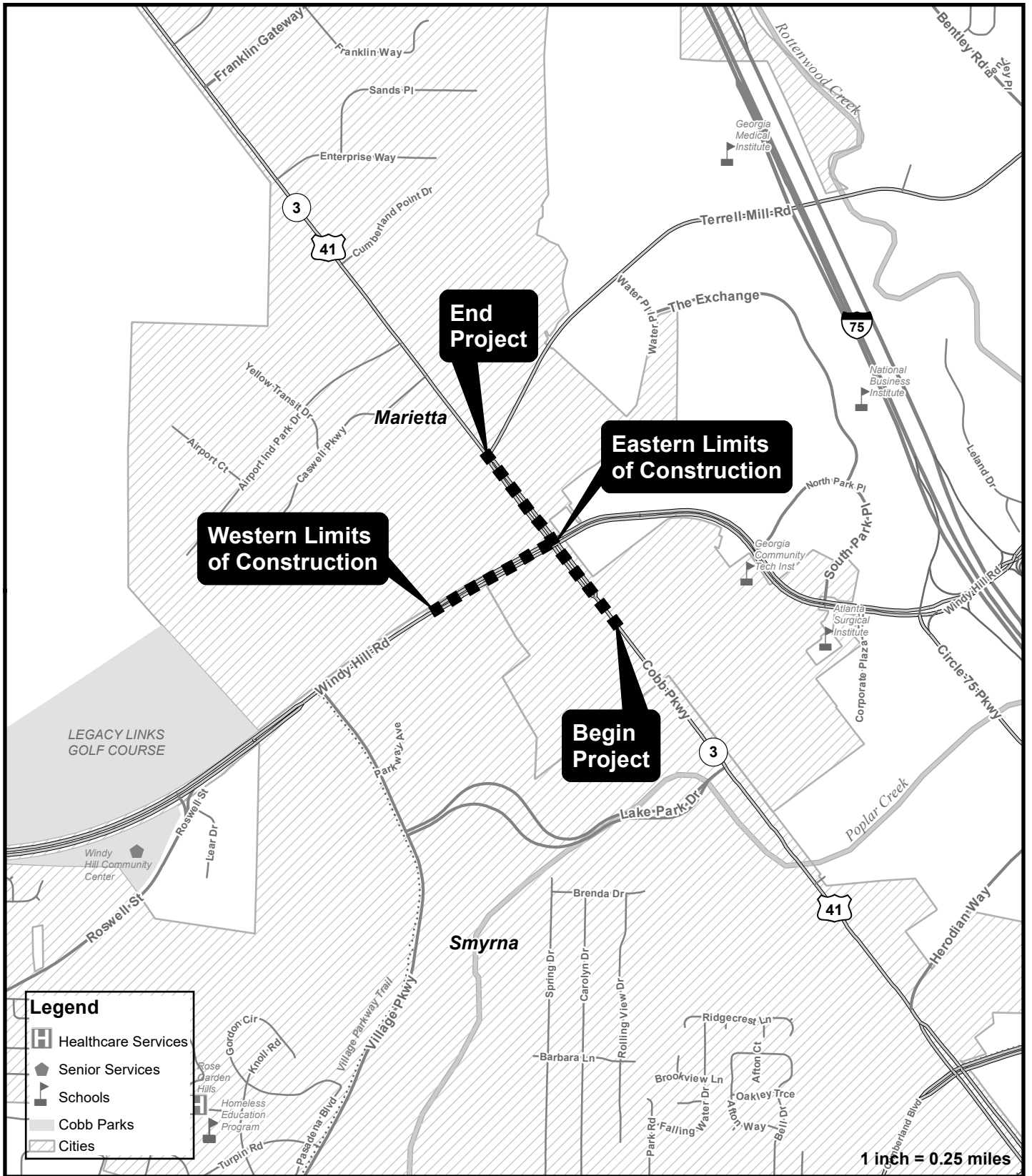
RECOMMENDATION

The Board of Commissioners approve Contract Modification No. 1 to the Utility Relocation Agreement with Georgia Power Company, in an amount not to exceed \$35,172.00, for additional costs associated with preliminary engineering and relocation of facilities on Cobb Parkway/US 41/SR 3 at Windy Hill Road, Project No. E3030, CCDOT Contract No. 000891; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents, in a form substantially similar to that attached and as approved by the County Attorney’s Office.

ATTACHMENTS

1. Location Map
2. Contract Modification No. 1 to the Utility Relocation Agreement with Georgia Power Company

LOCATION MAP



- Legend**
- Healthcare Services
 - Senior Services
 - Schools
 - Cobb Parks
 - Cities

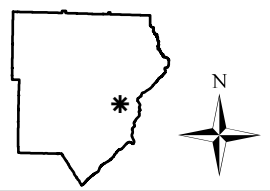
1 inch = 0.25 miles



Department of Transportation

PROJECT:
Cobb Parkway/US 41/SR 3 at Windy Hill Road
Project E3030

DATE: February 25, 2020



Notes: Commission Districts 2, 3

Request for Contract Modification
From Georgia Power Company to Cobb County

Project No.: E3030

Date Submitted: 1/31/2020

P.I. No.: 0011738

Submitted to Cobb County Engineer: Mike Watkins

County: Cobb

Location: Cobb Pkwy and Windy Hill Rd

Request for (check all that apply):

Scope Change Project Sum Change Completion Date Change

Proposed Change Description / Scope of Work: Per the request from Cobb Co. an additional joint use concrete pole, for the support of Lane Signage, was designed, supplied and installed by Georgia Power

Estimated Cost of Proposed Change(s): \$35,172

Requested Change in Completion Date: N/A ___ Additional Days

Proposed New Completion Date:

Submitted By: Michael Watkins

Engineer Rep Sr.

706-936-0249

mtwatkin@southernco.com

Michael Watkins 1-31-2020

Attachment

cc: Andy Rikard Cobb Co DOT Project Manager
GPC Accountant, GPC Staff Accountant

Mark Tilden, GPC Project Manager

CITY - COUNTY Response

____ Approved as requested per _____ Date _____

_____ TITLE

____ **Rejected** (insert explanation):



Headquarters : CENTRALIZED DISTR. SVCS	W.O. Number : GP892H17618
Rep Allow : No	P.E. : 7030 01 WR# :
Customer : COBB CO/DOT	Job Reference : 3338218
Address : PI 0011738 COBB PARKWAY / US 41 @ WINDY HILL RD	Job Type : H-HIGHWAY RELOCATIONS OH / UD
Town : MARIETTA	Type Customer : DOT PROJECTS OH/UD REIMBURSIBLE & NON
Home Phone :	Blanket : No
Map Number : 0354-1330	Substation : SMYRNA 230/115/20/12
Estimate Name : AUTHORIZED ESTIMATE - NO CHANGES ALLOWED	Circuit : S1832-AFW
Date Last Est : 23-OCT-2018	Charge Account : H17618-GP892-300-00000
Engineer : WATKINS, MICHAEL T.	Credit Account : H17618-GP892-300-99992
Committed Service Date :	CSS Bill Acct# :

Job Description : INSTALL JOINT USE STRAIN POLE FOR TEAFFIC SIGNAGE

Driving Directions :

Permits/Notification(s) :

Total Estimated External Charges Included Below:		\$16,000		
Billing:	Fixed	Joint Use	Out Of Ratio	Customer Contribution
	\$0	\$0	\$0	\$0
MANHOURS:	Onsite	Travel	Headquarters	Total
Company	49.91	7.49	2.49	59.89
Contractor	14.38	2.88	1.44	18.70
			Total Estimated:	78.59

Labor Multiplier :	1.25	Comment :	DOT				
Travel :	0.00	HQ :	0.00	EOH Labor :	0.00	EOH Matl :	0.00
Cost Summary	Plant	Transformers	Meters	Maint	Removal	Total	
Company Labor	\$3,273	\$0	\$0	\$1,274	\$0	\$4,547	
Contract Labor	\$8,679	\$0	\$0	\$0	\$0	\$8,679	
Company Material	\$8,182	\$0	\$0	\$0	\$0	\$8,182	
Contractor Material	\$0	\$0	\$0	\$0	\$0	\$0	
Company Equipment	\$1,277	\$0	\$0	\$497	\$0	\$1,774	
Contractor Equipment	\$0	\$0	\$0	\$0	\$0	\$0	
Engr Supv OH	\$11,990	\$0	\$0	\$0	\$0	\$11,990	
Subtotal	\$33,401	\$0	\$0	\$1,771	\$0	\$35,172	
Blanket						\$0	
Salvage	\$0	\$0	\$0	\$0	\$0	\$0	
Total	\$33,401	\$0	\$0	\$1,771	\$0	\$35,172	

Total WO Bill :						\$0
Total Net Cost :						\$35,172
Incidental Maint :	\$1,771	Revenue :	\$0	Total Ratio :	0.00	
Rate :		Loc Cost :	\$0	Local Ratio :	0.00	

TVM Amount :	\$0	CPS Amount :	\$0	Sales Tax :	\$0	Profit :	\$0
Total Bill Amount :	\$0	EFOC :	\$0				

Approvals	Date	Completed By	Date
Auth :	WATKINS, MICHAEL T.	30-OCT-2018	_____
Close :	WATKINS, MICHAEL T.	25-APR-2019	_____

Date : 31-Jan-2020 11:07 AM

Job Ref # : 3338218

Applicant Name : COBB CO/DOT

Estimate Name : AUTHORIZED ESTIMATE - NO CHANGES ALLOWED

Estimate Description : INSTALL JOINT USE STRAIN POLE FOR TEAFFIC SIGNAGE

Work Location Summary Report

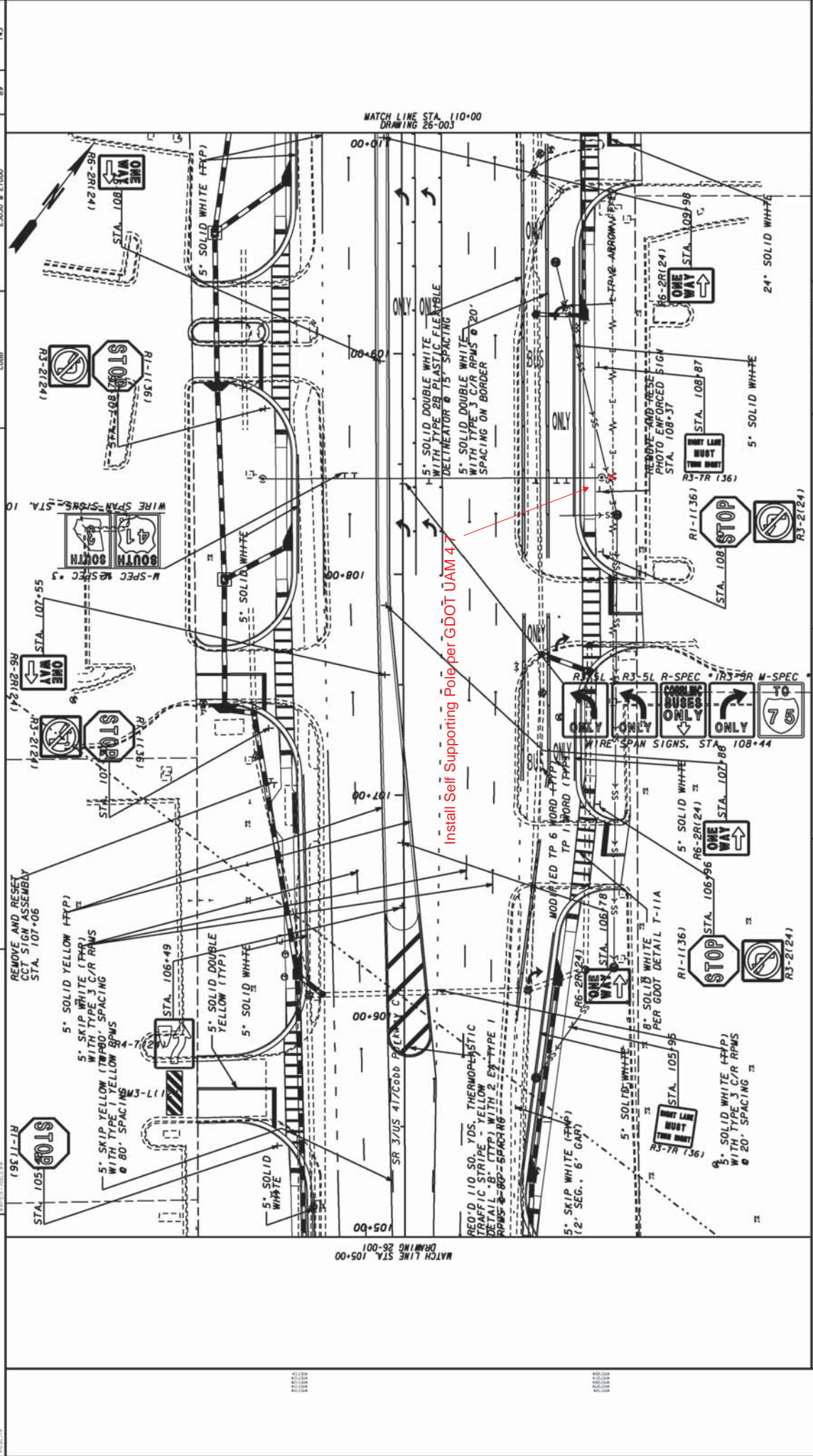
ALL LOCATIONS

Work Order # : GP892H17618

Job Address : PI 0011738 COBB PARKWAY / US 41 @ WINDY HILL RD



Work Function	Special Processing	Local Cost	Unit Identification	Qty	Ret Ind	Description	Contractor Name
*** Work Location : 16.02 Description :							
INSTALL	NONE		FLAGGINGCONT	8	N	TRAFFIC FLAGGING BY CONTRACTOR ** USE CONTRACTOR BID**	CONTRACTOR BID
INSTALL	NONE		HYDROVAC-POLE	1	N	HYDROVAC WORK FOR POLE SETTING ** USE CONTRACTOR BID ** ESTIMATE # OF MAN-HOURS	CONTRACTOR BID
INSTALL	NONE		OHFLAGTRAFF	4	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	CONTRACTOR BID
INSTALL	NONE		PL55CONC	1	Y	POLE-CONCRETE 55 FT- NO MAT DOLLARS -***** USE EXTERNAL CHARGES*****	
INSTALL	NONE		PLCONCSELFSPTLABOR	1	N	LABOR ONLY - TO SET SELF SUPPORTING CONC POLE. INVENTORY CONC POLE SEPARATELY	
INSTALL	NONE		PNTV3F	1	N	PRI&NEU TANG VERT 3 PH W/ 3-1 PH FIBER- GLASS BKT-SO. ELE. STANDARD (B-9438	
INSTALL	NONE		SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
TRANSFER	NONE		PN33974/0C	200	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	



Install Self Supporting Pole per GDOT UAM 4.7

HNTB

98 PEACHTREE STREET, NE
 SUITE 3300
 ATLANTA, GEORGIA 30303

COBB COUNTY
 DEPARTMENT OF TRANSPORTATION

SIGNING AND MARKING PLANS

COBB HWY AND WINDY HILL RD
 INTERSECTION IMPROVEMENTS

REVISION DATES

NO.	DATE	DESCRIPTION
1	6/01/18	

SCALE IN FEET



Transportation

Erica Parish, Agency Director

District 2

Item No. 30.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Agency Director

DATE: February 25, 2020

PURPOSE

To approve Supplemental Agreement No. 1 modifying the Memorandum of Agreement with the Georgia Department of Transportation for preliminary engineering oversight of Windy Hill Road/Terrell Mill Road Connector, State P.I. No. 0013967, Cobb County Project No. X2401.

BACKGROUND

Windy Hill Road/Terrell Mill Road Connector is an approved project in the Thoroughfare and Mobility Improvements Component of the 2016 SPLOST Transportation Improvements Program.

The project consists of constructing a new thoroughfare between Windy Hill Road and Terrell Mill Road. The new thoroughfare will begin at the intersection of Windy Hill Road and Spectrum Circle, and continue north to the intersection of Terrell Mill Road and Bentley Road. This will be a new four-lane road with a raised center median, and will include sidewalk and multi-use trail. The total project is approximately 0.70 miles in length.

On October 25, 2016, the Board of Commissioners approved a Memorandum of Agreement (MOA) with the Georgia Department of Transportation (GDOT) for preliminary engineering oversight fees of Windy Hill Road/Terrell Mill Road Connector. The Board also authorized payment of an engineering oversight fee in an amount not to exceed \$20,000.00.

The Department is in receipt of Supplemental Agreement No. 1 amending the executed MOA with GDOT for continued engineering oversight of Windy Hill Road/Terrell Mill Road Connector. Under terms of the modified MOA, the County will be responsible for additional engineering oversight fees, in an amount not to exceed \$6,000.00, to complete remaining activities and tasks.

Supplemental Agreement No. 1 to the MOA with GDOT has been reviewed by the County Attorney's Office.

IMPACT STATEMENT

N/A

FUNDING

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	347-050-X240-X240-8741-X2401-R	Preliminary Estimate	\$6,000.00
Transfer to:	347-050-X240-X240-8722-X2401-E	Engineering	\$6,000.00

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.

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.

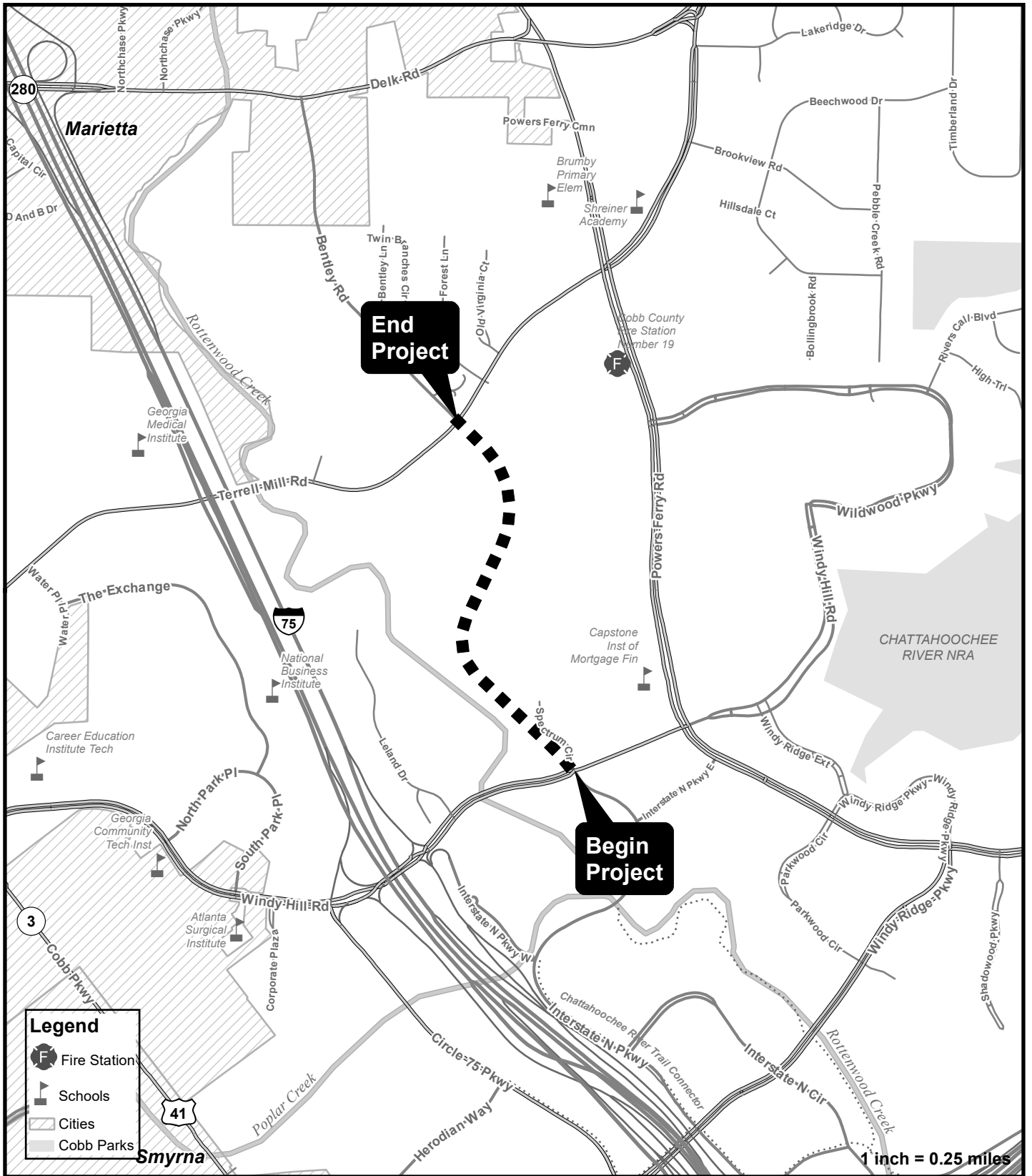
RECOMMENDATION

The Board of Commissioners approve Supplemental Agreement No. 1 to the Memorandum of Agreement with the Georgia Department of Transportation for continued preliminary engineering oversight of Windy Hill Road/Terrell Mill Road Connector, State P.I. No. 0013967, Cobb County Project No. X2401; authorize the corresponding budget transfer; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map
2. Supplemental Agreement No. 1 to the Executed Memorandum of Agreement with Georgia Department of Transportation

LOCATION MAP



Legend

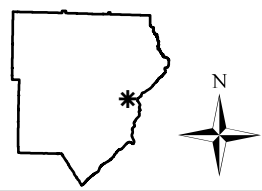
- Fire Station
- Schools
- Cities
- Cobb Parks



Department of Transportation

PROJECT:
Windy Hill Road/Terrell Mill Road Connector
Project No. X2401

DATE: February 25, 2020



Notes: Commission District 2



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

February 7, 2020
PI No. 0013967, Cobb County
Windy Hill-Terrell Mill Connector

Mike Boyce, Cobb County Commissioner
Cobb County
100 Cherokee Street Suite 355
Marietta, GA 30090
Attn: Karyn Matthews

Dear Ms. Matthews:

This letter is a request from the Georgia Department of Transportation (GDOT) for additional In-house Preliminary Engineering (PE) funds. GDOT is requesting the amount of \$6,000 that will be utilized to fund PE oversight by the Department through the completion of the final plans phase for P.I. No. 0013967. On January 25, 2017, GDOT and Cobb County executed a Memorandum of Agreement (MOA) for PE oversight funding for the initial amount of \$20,000. As of December 9, 2019, the PE balance was -\$4,420.71.

Please send payment in the amount of \$6,000 made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:

**For payments made by check:
Georgia Department of Transportation
P.O. Box 117138
Atlanta, GA 30368-7138**

**For payments made by ACH:
Bank Routing (ABA) # 021052053
Account # 43125093**

Please execute the agreement and provide the appropriate signatures where indicated. Once the Department has received the check, the signed agreement will be sent for execution.

If you have any questions, please contact the Project Manager, Davida White, at (404) 631-1530.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

KWN:KESD:MKR:DKW

cc: Kathy Zahul, District 7 Engineer
Albert V. Shelby, Director of Program Delivery

**SUPPLEMENTAL AGREEMENT NO. 1
FOR AN
EXECUTED MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
COBB COUNTY
FOR
PRELIMINARY ENGINEERING**

**ORIGINAL PE OVERSIGHT (BEFORE PHASING) \$ 20,000
REVISED PE OVERSIGHT (AFTER PHASING - PI 0013967) \$ 26,000**

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and Cobb County, Georgia, acting by and through its Mayor and City Council or Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, the DEPARTMENT and LOCAL GOVERNMENT heretofore entered into an Agreement dated January 25, 2017, hereinafter called the "ORIGINAL AGREEMENT", for the Windy Hill-Terrel Mill Connector, Georgia Department of Transportation PI 0013967, hereinafter referred to as the "PROJECT"; and

WHEREAS, due to the Preliminary Engineering Oversight (hereinafter called "PE Oversight") funds being depleted within \$5,000.00 of the remaining PE Oversight balance and the PROJECT activities and tasks are still outstanding; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund the DEPARTMENT expenses associated with PE Oversight for the PROJECT; and

Now, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other:

1. The ORIGINAL AGREEMENT, dated January 25, 2017, shall be modified as follows: Exhibit A, dated September 13, 2016 shall be deleted in its entirety and replaced with the Exhibit A attached hereto.

2. All terms and conditions of the ORIGINAL AGREEMENT dated January 25, 2017, shall remain in full force and effect, except as modified, changed or amended by this Supplemental Agreement Number 1.

3. The WHEREAS Clauses and Exhibits hereto are a part of this Supplemental Agreement and are incorporated herein by reference.

4. The Supplemental Agreement constitutes the full, complete and entire Supplemental Agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Supplemental Agreement.

In Process

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representative.

GEORGIA DEPARTMENT OF
TRANSPORTATION

COBB COUNTY, GEORGIA

BY: _____
Commissioner

BY: _____
Name and Title

ATTEST:

Signed, sealed and delivered this
____ day of _____,
20__, in the presence of:

Treasurer

Witness

In Process

Notary Public

This Agreement approved by Local
Government, the ____ day of
_____, 20__.

Attest

Name and Title

DocuSigned by:
Kisa Pangburn
7906B57ACEDD4CC...
Kisa Pangburn

Approved by County Attorney

FEIN: _____

EXHIBIT A
GDOT Oversight Estimate for Locally Administered Project

P.I. 0013967, Cobb County, Georgia
WINDY HILL-TERRELL MILL CONNECTOR

Project Phase	Oversight Hours	-	Oversight Cost
1. Project Initiation	20	-	\$ 1,000.00
2. Concept Development	20	-	\$ 1,000.00
3. Database Preparation	0	-	\$ 0.00
4. Preliminary Design	160	-	\$ 8,000.00
5. Environmental	0	-	\$ 0.00
6. Final Design	320	-	\$ 16,000.00
Travel Expenses			\$ -
Total Oversight Estimate			\$26,000

Certificate Of Completion

Envelope Id: 9D3C36B491C74043A082A69209165625	Status: Sent
Subject: 48400-425-IGOPD1700939/COBB COUNTY	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	GDOT DocuSign Admin
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	600 W Peachtree St, NW
	Atlanta, GA 30308
	gdot_contracts@dot.ga.gov
	IP Address: 143.100.53.12

Record Tracking

Status: Original 1/15/2020 11:28:00 AM	Holder: GDOT DocuSign Admin gdot_contracts@dot.ga.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Georgia Department of Transportation	Location: DocuSign

Signer Events

Kisa Pangburn
kisa.pangburn@cobbcounty.org
Approved by County Attorney
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

7906B57ACEDD4CC...
Signature Adoption: Pre-selected Style
Using IP Address: 50.204.249.2

Timestamp

Sent: 1/15/2020 1:15:21 PM
Resent: 2/7/2020 3:25:11 PM
Resent: 2/10/2020 4:38:46 PM
Viewed: 2/10/2020 4:41:24 PM
Signed: 2/10/2020 4:44:33 PM

Electronic Record and Signature Disclosure:
Accepted: 1/31/2020 10:21:46 AM
ID: 90b62f7b-9f07-4651-baa4-d5f287ea7525

Angela Cunningham
angela.cunningham@cobbcounty.org
Security Level: Email, Account Authentication (None)

Sent: 2/10/2020 4:44:35 PM

Electronic Record and Signature Disclosure:
Accepted: 4/16/2019 12:35:21 PM
ID: eea5554a-73c5-4664-8f21-4a696cd08223

Robin Stone
Robin.Stone@cobbcounty.org
Security Level: Email, Account Authentication (None)

Sent: 2/10/2020 4:44:35 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mike Boyce
Mike.Boyce@cobbcounty.org
Chairman
Security Level: Email, Account Authentication (None)

Sent: 2/10/2020 4:44:35 PM

Electronic Record and Signature Disclosure:
Accepted: 10/29/2018 10:28:36 AM
ID: 31b96b3f-27f4-4c38-895d-e339cc4482a8

Pamela Mabry
Pamela.Mabry@cobbcounty.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 12/20/2018 4:12:16 PM
ID: a8534e0a-641f-495d-bf83-2d184ba38f2c

Signer Events	Signature	Timestamp
Russell R McMurry catscommissioner@dot.ga.gov Security Level: In Session Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Angela O. Whitworth catstreasurerattest@dot.ga.gov Security Level: In Session Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Karyn Matthews Karyn.Matthews@cobbcounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/15/2020 1:15:21 PM Viewed: 1/17/2020 2:18:49 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/10/2020 4:44:35 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.



Transportation

Erica Parish, Agency Director

District 4

Item No. 31.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Agency Director

DATE: February 25, 2020

PURPOSE

To approve Change Order No. 1 (final) to the contract with Excellere Construction, LLC for drainage system repairs on Gaydon Road, Project No. X2251, CCDOT Contract No. 001425.

BACKGROUND

Drainage System Improvements is an approved component in the 2016 SPLOST Transportation Improvements Program.

Gaydon Road is classified as a Minor Collector on the Cobb County Major Thoroughfare Plan. The project scope included replacement of twelve feet of the existing 24-inch corrugated metal pipe, and the addition of curb and gutter. Also included was the construction of a new inlet headwall and replacement of the affected asphalt.

On September 24, 2019, the Board of Commissioners approved a contract with Excellere Construction, LLC (Excellere) for drainage systems repairs on Gaydon Road.

Details for action requested are as follows:

Construction is complete and Change Order No. 1 (final) to the contract with Excellere, a savings to the project in the amount of \$47,677.86, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Excellere.

Original Contract	\$163,820.00
Change Order No. 1	<u>(\$ 47,677.86)</u>
Revised Contract	\$116,142.14

IMPACT STATEMENT

N/A

FUNDING

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34709241936:	347-050-X220-X220-8762-X2251-C	Turnkey Construction	\$47,677.86
Transfer from:	347-050-X220-X220-8762-X2251-C	Turnkey Construction	\$47,677.86
Transfer to:	347-050-X220-X220-8761-X2251-C	Preliminary Estimate	\$47,677.86

The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides capital improvements and anticipated corresponding budget funding to address, inter alia, Drainage System Improvements.

Gaydon 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 system throughout the County.

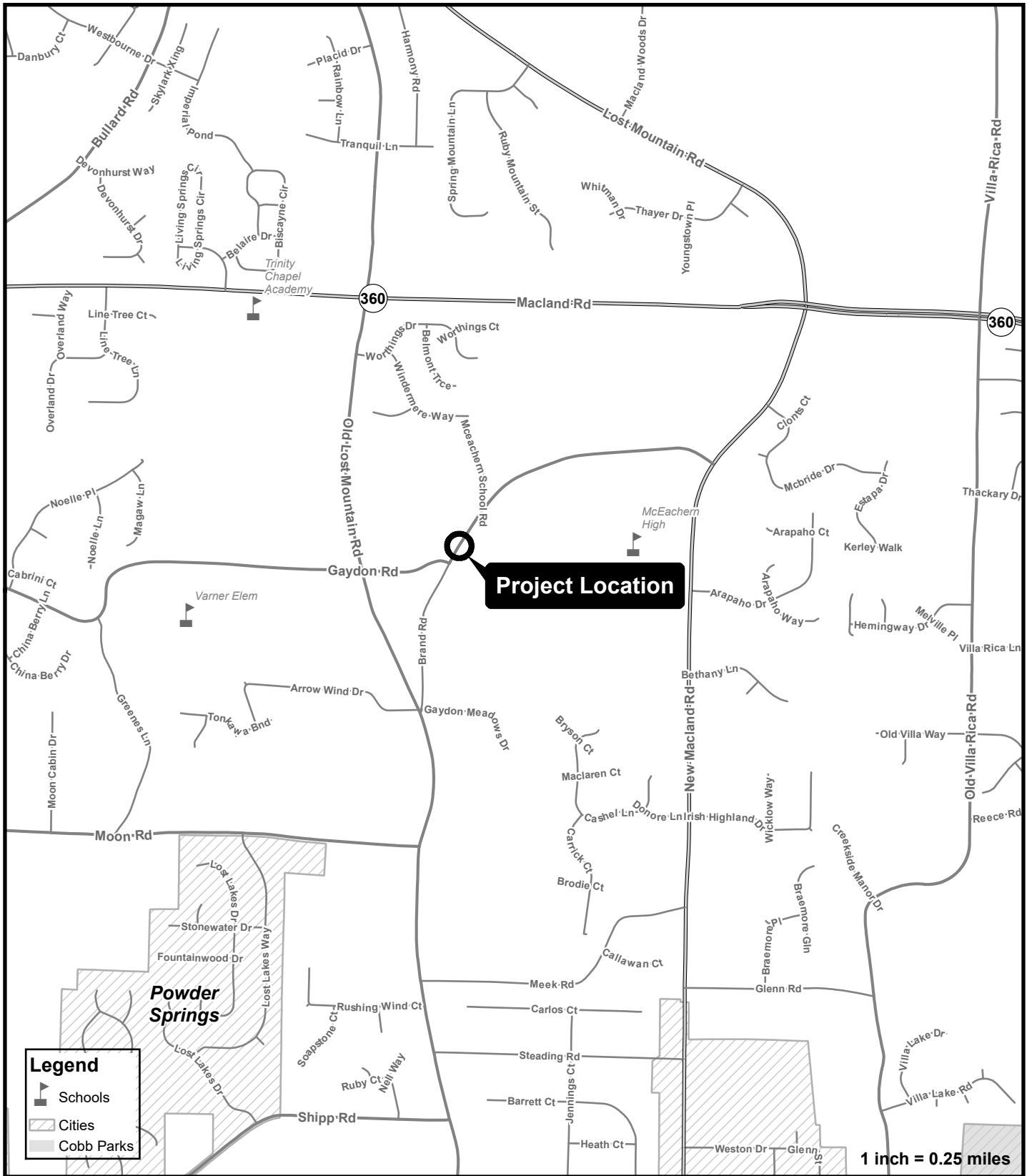
RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the contract with Excellere Construction, LLC, a savings to the project in the amount of \$47,677,86, for drainage system repairs on Gaydon Road, Project No. X2251, CCDOT Contract No. 001425; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

LOCATION MAP



Legend

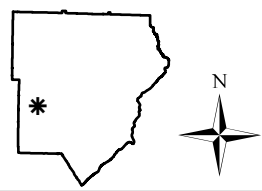
- Schools
- Cities
- Cobb Parks



Department of Transportation

PROJECT:
Gaydon Road Drainage
Project No. X2251

DATE: February 25, 2020



Notes: Commission District 4



Transportation

Item No. 32.

Erica Parish, Agency Director

District 2

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Agency Director

DATE: February 25, 2020

PURPOSE

To approve Change Order No. 1 (final) to the contract with CMEC, LLC for Chimney Springs Drive Sidewalk, Project No. X2727, CCDOT Contract No. 001405.

BACKGROUND

Chimney Springs Drive Sidewalk is an approved project in the Sidewalks Component of the 2016 SPLOST Transportation Improvements Program.

The project consisted of constructing a five-foot wide sidewalk along the west side of Chimney Springs Drive, from Revere Circle to Bishop Lake Road. The total project was approximately 0.64 miles in length.

On April 23, 2019, the Board of Commissioners approved a contract with CMEC, LLC (CMEC) for Chimney Springs Drive Sidewalk.

Details for action requested are as follows:

Construction is complete and Change Order No. 1 (final) to the contract with CMEC, a savings to the project in the amount of \$115,964.90, is requested due to variations between the original and final quantities. The project savings will be retained in the Sidewalks Component of the 2016 SPLOST TIP Fund. These are the final changes necessary to close this contract with CMEC.

Original Contract	\$328,975.00
Change Order No. 1	<u>(\$115,964.90)</u>
Revised Contract	\$213,010.10

IMPACT STATEMENT

N/A

FUNDING

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34704231927:	347-050-X270-X270-8762-X2727-C	Turnkey Construction	\$96,964.90
Transfer from:	347-050-X270-X270-8762-X2727-C	Turnkey Construction	\$96,964.90
Transfer to:	347-050-X270-X270-8761-X2721-C	Preliminary Estimate	\$96,964.90

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.

Chimney Springs Drive 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 51004231927:	510-500-5756-8260-W4387-C	Construction	\$19,000.00
Transfer from:	Chimney Springs Drive Sidewalk		
	510-500-5756-8260-W4387-C	Construction	\$19,000.00
	510-500-5756-8265-W4387-M	Materials and Supplies	\$ 1,000.00
	510-500-5756-8810-W4387-T	Contingency	<u>\$ 450.00</u>
		Total:	\$20,450.00
Transfer to:	DOT Projects – Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$20,450.00

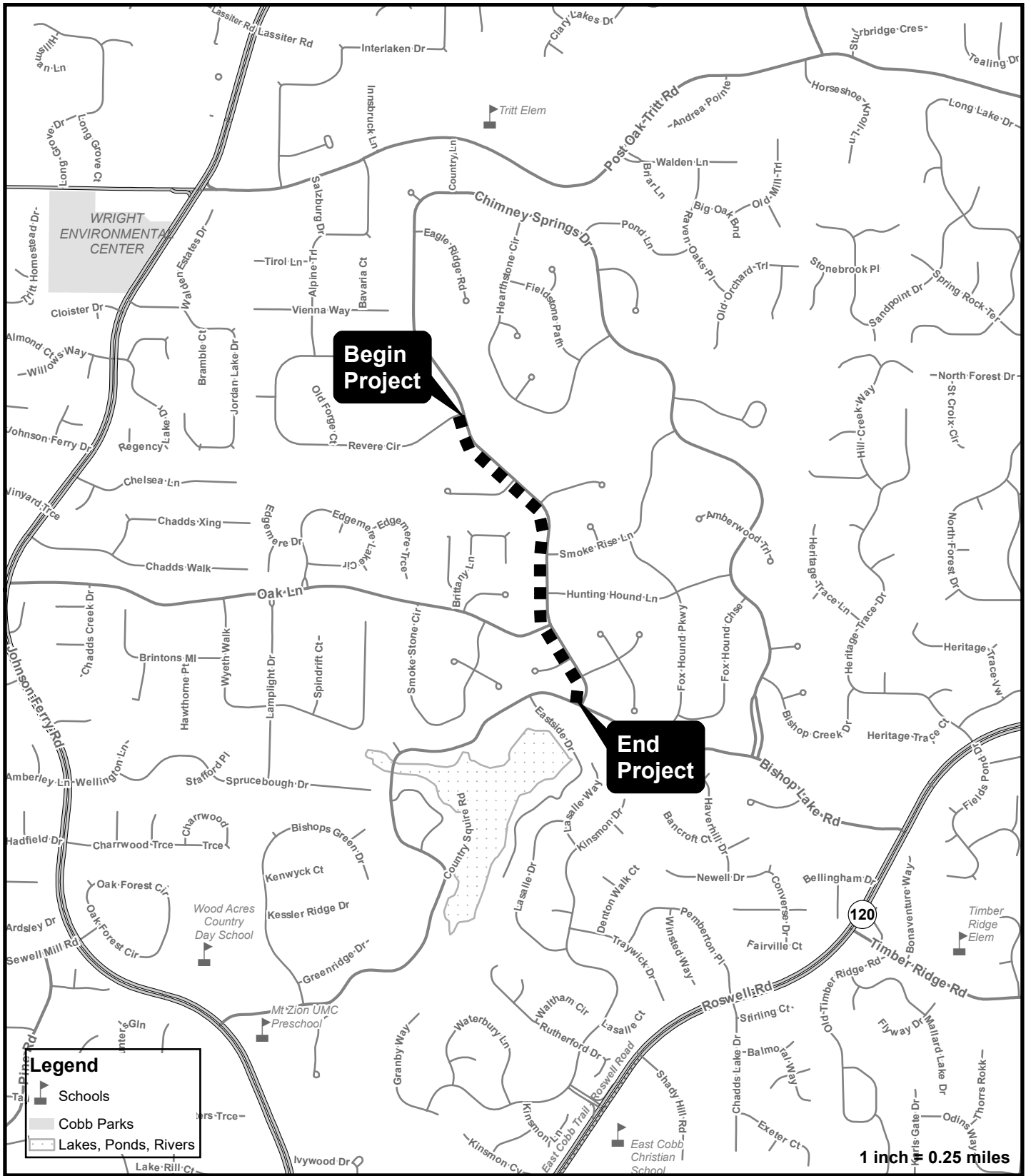
RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the contract with CMEC, LLC, a savings to the project in the amount of \$115,964.90, for Chimney Springs Drive Sidewalk, Project No. X2727, CCDOT Contract No. 001405; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

LOCATION MAP



Legend

- Schools
- Cobb Parks
- Lakes, Ponds, Rivers

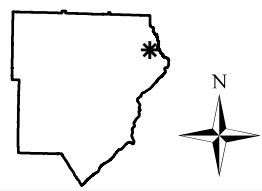
1 inch = 0.25 miles



Department of Transportation

PROJECT:
Chimney Springs Drive Sidewalk
Project No. X2727

DATE: February 25, 2020



Notes: Commission District 2



Transportation

Item No. 33.

Erica Parish, Agency Director

District 4

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Agency Director

DATE: February 25, 2020

PURPOSE

To approve Change Order No. 1 (final) to the contract with Butch Thompson Enterprises, Inc., for drainage system repairs on Timber Trail at South Gordon Road, Project No. X2248, CCDOT Contract No. 001423.

BACKGROUND

Drainage System Improvements is an approved component in the 2016 SPLOST Transportation Improvements Program.

Timber Trail is classified as a Local Street on the Cobb County Major Thoroughfare Plan. The project scope included replacement of the failing 24-inch storm drain pipe running parallel with Timber Trail, and replacement of the failing 48-inch storm drain crossing Timber Trail and surrounding curb and gutter. In addition, existing catch basins were replaced, a new headwall was constructed, and new pavement was installed.

On August 27, 2019, the Board of Commissioners approved a contract with Butch Thompson Enterprises, Inc., (BTE) for drainage system repairs on Timber Trail at South Gordon Road.

Details for action requested are as follows:

Construction is complete and Change Order No. 1 (final) to the contract with BTE, a savings to the project in the amount of \$24,867.81, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with BTE.

Original Contract	\$155,515.00
Change Order No. 1 (final)	<u>(\$ 24,867.81)</u>
Revised Contract	\$130,647.19

IMPACT STATEMENT

N/A

FUNDING

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34708271938: 347-050-X220-X220-8762-X2248-C Turnkey Construction \$14,867.81

Transfer from: 347-050-X220-X220-8762-X2248-C Turnkey Construction \$14,867.81

Transfer to: 347-050-X220-X220-8761-X2248-C Preliminary Estimate \$14,867.81

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.

Timber Trail at South Gordon 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.

A savings to the Water System DOT Projects – Relocate Lines Adopted CIP Budget, with the following budget transfers:

Decrease GAE 51008271938: 510-500-5756-6496-W5024-C Drainage Contract R&M Svc. \$10,000.00

Transfer from:	Timber Trail at South Gordon - Utility		
	510-500-5756-6496-W5024-C	Drainage Contract R&M Svc.	\$10,000.00
	510-500-5756-8265-W5024-M	Materials and Supplies	<u>\$ 1,000.00</u>
		Total:	\$11,000.00

Transfer to:	DOT Projects - Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$11,000.00

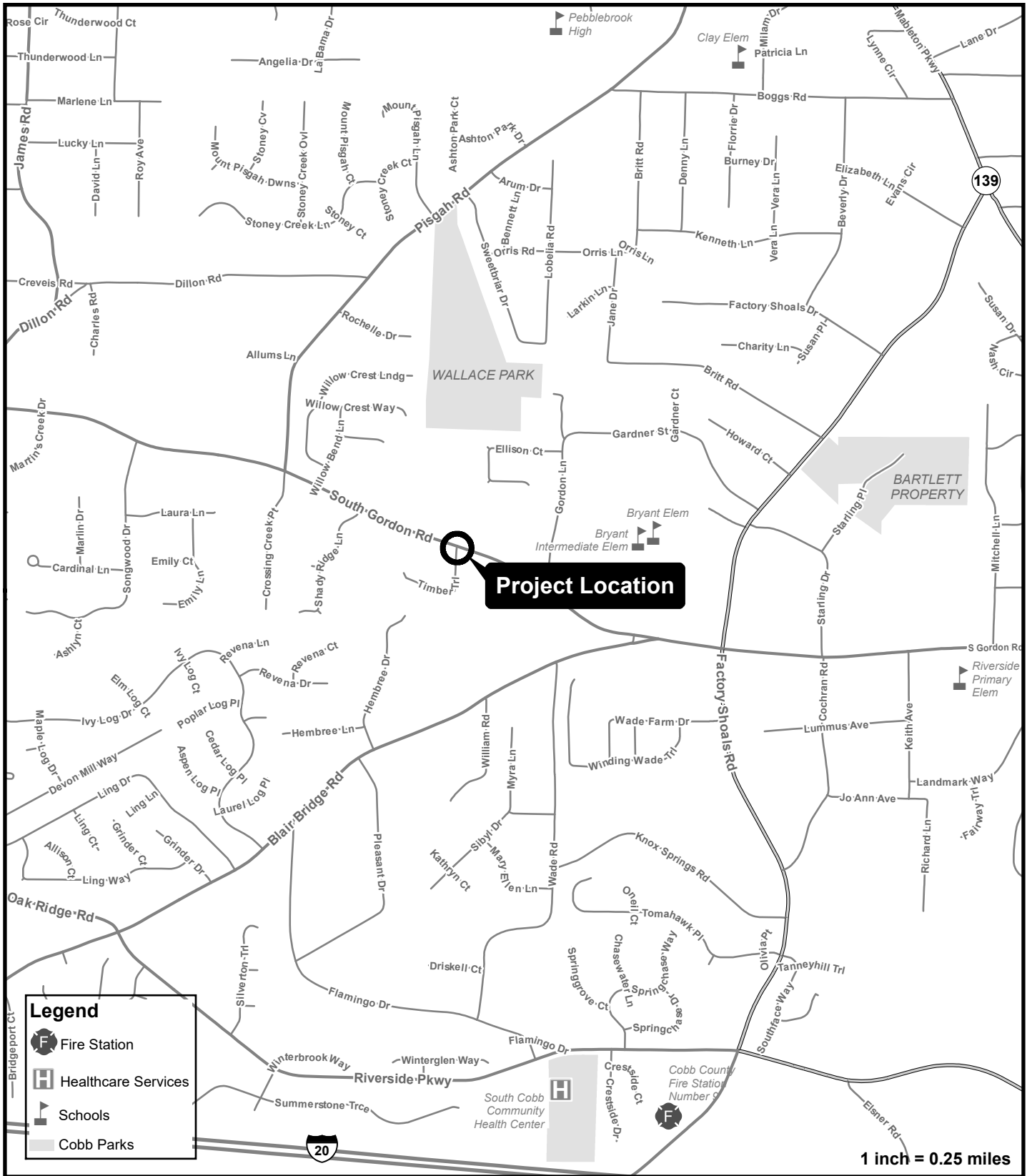
RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the contract with Butch Thompson Enterprises, Inc., a savings to the project in the amount of \$24,867.81, for drainage system repairs on Timber Trail at South Gordon Road, Project No. X2248, CCDOT Contract No. 001423; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

LOCATION MAP



Legend

- Fire Station
- Healthcare Services
- Schools
- Cobb Parks

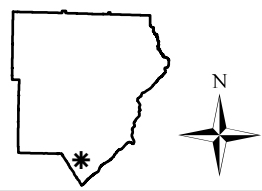
1 inch = 0.25 miles



Department of Transportation

PROJECT:
Timber Trail at South Gordon Road Drainage
Project No. X2248

DATE: February 25, 2020



Notes: Commission District 4



Transportation

Erica Parish, Agency Director

District 1

Item No. 34.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Agency Director

DATE: February 25, 2020

PURPOSE

To approve Change Order No. 2 (final) to the contract with Baldwin Paving Company, Inc., for thoroughfare improvements on Cobb Parkway/US 41/SR 3 at Dallas Acworth Highway/SR 92, State P.I. No. 0010939, Cobb County Project No. E4070, CCDOT Contract No. 000680.

BACKGROUND

Cobb Parkway/US 41/SR 3 at Dallas Acworth Highway/SR 92 is an approved Thoroughfare Improvements project in the 2011 SPLOST Transportation Improvements Program.

The project consisted of the addition of dual left turn lanes on Cobb Parkway/US 41/SR 3 northbound to Dallas Acworth Highway southbound. Dallas Acworth Highway/SR 92 southbound was widened to two lanes, from Cobb Parkway/US 41/SR 3 to Acworth Dallas Road. Dallas Acworth Highway/SR 92 northbound was widened for an exclusive right turn lane. Other intersection improvements included new crosswalks, new pedestrian and traffic signalization, resurfacing of the intersection, and associated pavement markings and signage.

On March 14, 2017, the Board of Commissioners approved a contract with Baldwin Paving Company, Inc., (Baldwin) for thoroughfare improvements on Cobb Parkway/US 41/SR 3 at Dallas Acworth Highway/SR 92.

Also on March 14, 2017, the Board approved a Construction Agreement with the Georgia Department of Transportation (GDOT) for funding assistance with the project. Under the terms of the Agreement, the State was to fund eligible construction costs up to a maximum amount of \$2,326,661.58. The County was responsible for funding 100 percent of any construction costs exceeding the State's maximum.

On October 23, 2018, the Board approved Change Order No. 1 to the contract with Baldwin, a no-cost time extension revising the contract completion date through February 28, 2019, for thoroughfare improvements on Cobb Parkway/US 41/SR 3 at Dallas Acworth Highway/SR 92.

Also on October 23, 2018, the Board authorized submission of a contract modification to the Construction Agreement with GDOT for this project, a no-cost time extension revising the contract completion date through June 1, 2019, to allow for completion of remaining construction activities and submission of all required final contract close-out documents.

Details for action requested are as follows:

Construction is complete and Change Order No. 2 (final) to the contract with Baldwin, a savings to the project in the amount of \$96,972.94, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Baldwin.

Original Contract	\$2,585,622.86
Change Order No. 1	\$ 0.00
Change Order No. 2 (final)	(\$ 96,972.94)
Revised Contract	\$2,488,649.92

IMPACT STATEMENT

N/A

FUNDING

A savings to the 2011 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Decrease GAE 345031417602: 345-050-E004-E407-8762-E4070-C Turnkey Construction \$76,753.38

Transfer from:	345-050-E004-E407-8762-E4070-C	Turnkey Construction	\$76,753.38
Transfer to:	345-050-E004-E407-8761-E4070-C	Preliminary Estimate	\$76,753.38

The 2011 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on December 14, 2010, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Thoroughfare Improvements.

Cobb Parkway/US 41/SR 3 at Dallas Acworth Highway/SR 92 is an eligible project under the Congestion Relief and Mobility Improvements - Thoroughfare Improvements Component of the 2011 SPLOST Transportation Improvements Program (Cobb County 2011 SPLOST, pp. 10, 20). Federal/State Funds – Local Match includes local matching funds required for projects that improve County thoroughfares to reduce congestion and commute times, and improve safety, for which federal/state grant funding sources become available.

A savings to the Water System DOT Projects - Relocate Lines Adopted CIP Budget, with the following budget transfers:

Decrease GAE 510031417602:	510-500-5756-8260-W4353-C	Construction	\$20,219.56
Transfer from: SR 92 at US 41 Water Main Replacement			
	510-500-5756-8260-W4353-C	Construction	\$20,219.56
	510-500-5756-6613-W4353-A	Interest Expense on Retainage	\$ 385.00
	510-500-5756-8265-W4353-M	Materials and Supplies	\$ 500.00
	510-500-5756-8810-W4353-T	Contingency	<u>\$ 3,080.00</u>
		Total:	\$24,184.56
Transfer to: DOT Projects - Relocate Lines			
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$24,184.56

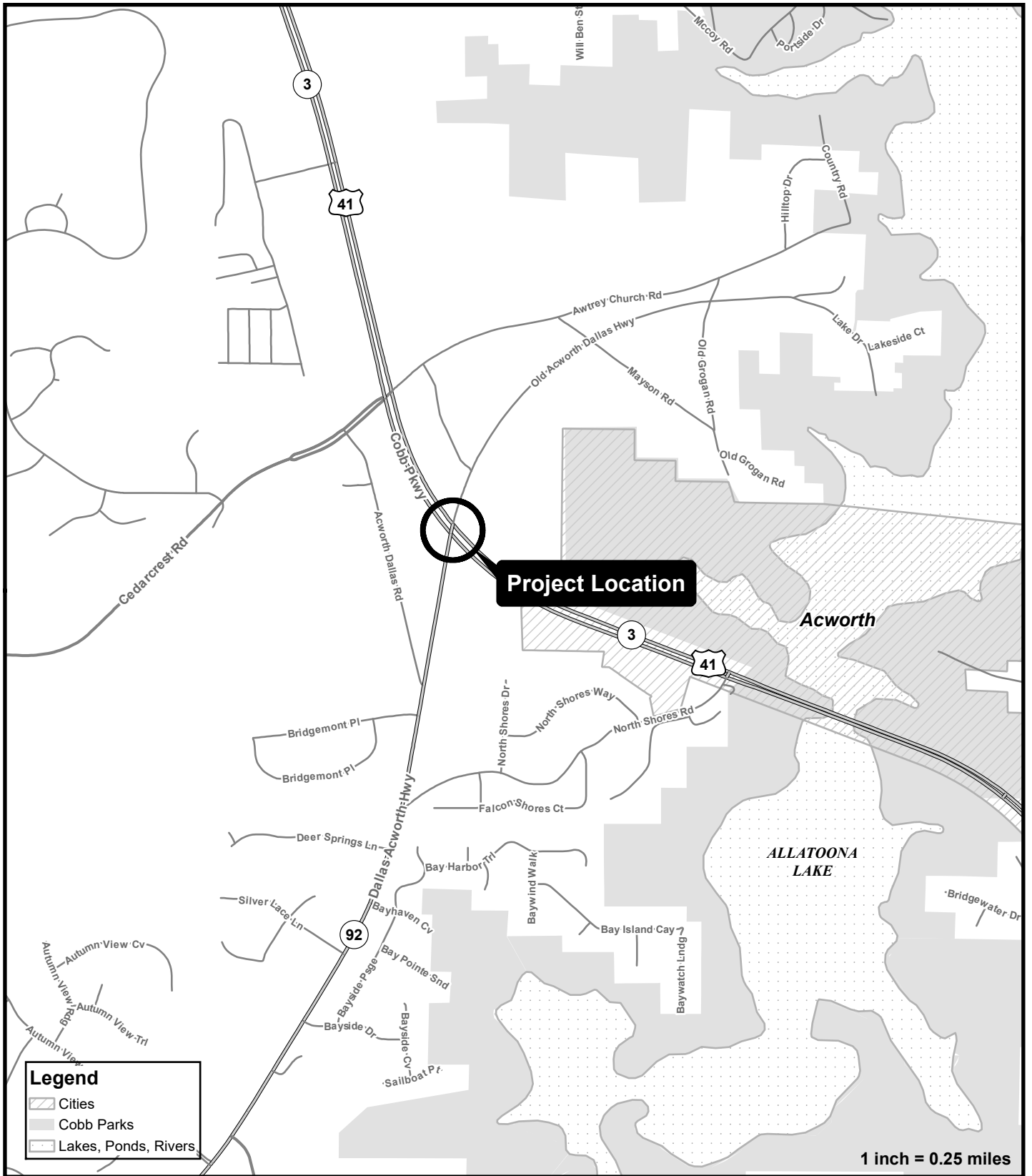
RECOMMENDATION

The Board of Commissioners approve Change Order No. 2 (final) to the contract with Baldwin Paving Company, Inc., a savings to the project in the amount of \$96,972.94, for thoroughfare improvements on Cobb Parkway/US 41/SR 3 at Dallas Acworth Highway/SR 92, State P.I. No. 0010939, Cobb County Project No. E4070, CCDOT Contract No. 000680; 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

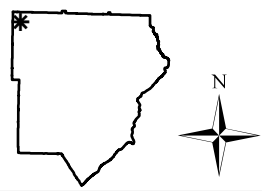
1 inch = 0.25 miles



Department of Transportation

PROJECT:
 Cobb Parkway/US 41/SR 3 at Dallas Acworth Highway/SR 92
 Cobb County Project No. E4070
 GDOT P.I. No. 0010939

DATE: February 25, 2020



Notes: Commission District 1



Transportation

Item No. 35.

Erica Parish, Agency Director

District 3

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Agency Director

DATE: February 25, 2020

PURPOSE

To approve Change Order No. 1 to the contract with Tri Scapes, Inc., for Bells Ferry Road Sidewalk, Project No. X2745, CCDOT Contract No. 001352.

BACKGROUND

Bells Ferry Road Sidewalk is an approved project in the Sidewalks Component of the 2016 SPLOST Transportation Improvements Program.

This project consists of constructing an eight-foot wide sidewalk with curb and gutter on the west side of Bells Ferry Road, from the Noonday Creek Trailhead driveway to Big Shanty Road. The total length of the project is approximately 0.32 miles.

On July 9, 2019, the Board of Commissioners approved a contract with Tri Scapes, Inc., (Tri Scapes) for Bells Ferry Road Sidewalk.

Details for action requested are as follows:

Construction activity has been adversely impacted as a result of utility relocation delays by Atlanta Gas Light. In addition, excessive inclement weather created unworkable site conditions, resulting in fewer available work days. As a result of these delays, Tri Scapes has requested a contract time extension to complete the work.

Change Order No. 1 to the contract with Tri Scapes, a no-cost time extension revising the contract completion date from February 15, 2020 to March 31, 2020, is requested to allow for completion of the contracted work.

Original Contract	\$308,901.71
Change Order No. 1	(\$ 0.00)
Revised Contract	\$308,901.71

IMPACT STATEMENT

N/A

FUNDING

N/A

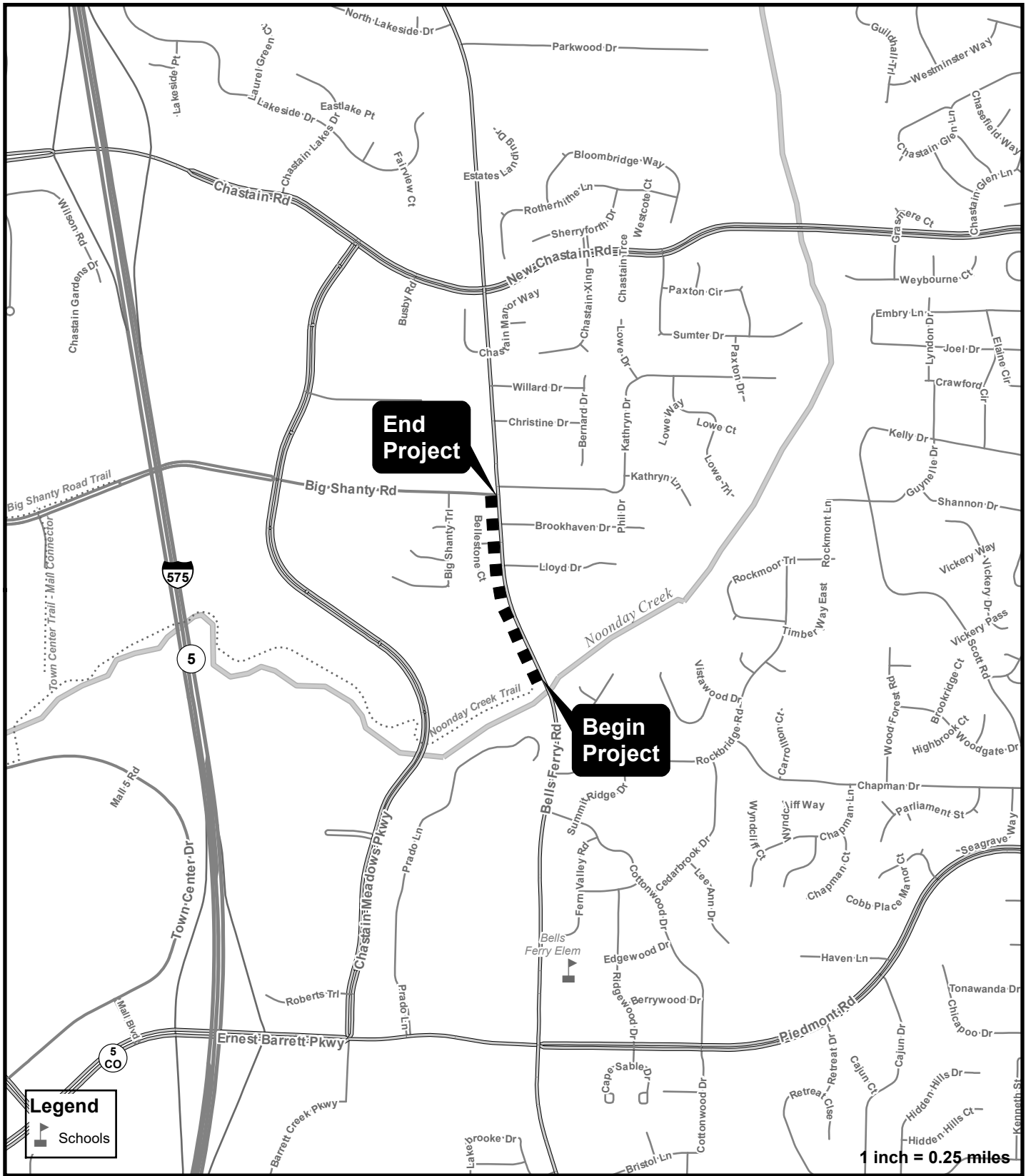
RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 to the contract with Tri Scapes, Inc., a no-cost time extension through March 31, 2020, for Bells Ferry Road Sidewalk, Project No. X2745, CCDOT Contract No. 001352; and authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

LOCATION MAP



Department of Transportation

PROJECT:
Bells Ferry Road Sidewalk
Project No. X2745

DATE: February 25, 2020



Notes: Commission District 3



PARKS

Jimmy Gisi, PARKS Director

District 1

Item No. 36.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jimmy Gisi, PARKS Director

DATE: February 25, 2020

PURPOSE

To approve a contract with Superior Recreation Products to supply labor, equipment and materials to install roof structures covering the spectator bleacher areas at the Lost Mountain Park upper hub complex, under the 2016 PARKS SPLOST program.

BACKGROUND

The 2016 PARKS SPLOST program includes funding for General Park Improvements, including roofs. Lost Mountain Park, located at 4845 Dallas Highway, is home to the West Cobb Girls Softball Association. The Association has requested the installation of roof structures to provide shade and shelter to spectators sitting in the 10 sets of bleachers at the 5-field upper hub complex in the park. Moreover, they have already pledged \$34,000.00 in Association funds towards the completion of the project.

Cobb PARKS has received a proposal from Superior Recreation Products, in an amount not to exceed \$54,189.77, representing the remaining cost to complete the project after the Association's contribution. This proposal complies with the terms and discounts available under BuyBoard Contract #592-19. The BuyBoard Purchasing Cooperative utilizes a process that competitively bids unit pricing on an annual basis and makes such pricing available to local governments.

IMPACT STATEMENT

No new maintenance or operational costs are associated with this project.

FUNDING

Funding is available in the 2016 PARKS SPLOST funds as follows:

347-105-X064-X0 643 C-8111	General Park Improvements	\$54,792.58
----------------------------	---------------------------	-------------

The 2016 SPLOST, adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget to address, inter alia, PARKS Improvements.

Installation and repair of roofs are eligible General Park Improvement projects under the 2016 SPLOST (Cobb County 2016 SPLOST, Page 31). The installation of these roof structures, partially funded by the West Cobb Girls Softball Association, will greatly increase the comfort and enjoyment of spectators at the Lost Mountain Park upper hub.

RECOMMENDATION

The Board of Commissioners approve a contract with Superior Recreation Products in an amount not to exceed \$54,792.58 to supply labor, equipment and materials to install roof structures covering the spectator bleacher areas at the Lost Mountain Park upper hub complex, under the 2016 PARKS SPLOST program, authorize the corresponding budget transactions, and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Property Management

Scott Barfield, Property Management
Director
District 1

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: February 25, 2020

PURPOSE

To approve Supplemental Agreement No. 2 (final) to the contract with K-Team Engineering & Construction, for the renovation of existing restrooms at Police Precinct 1/Fire Station 8, partially funded by 2016 SPLOST Program X1040.

BACKGROUND

The Police Precinct renovation project was approved in the 2016 Special Purpose Local Option Sales Tax (SPLOST) program in the general election held on November 4, 2014.

Police Precinct 1/Fire Station 8, located at 2380 North Cobb Parkway, Kennesaw, was built in 1996 and is occupied seven days a week, twenty-four hours a day. Interior improvements in portions of the facility are necessary due to the years of continuous heavy use as well as repeated moisture encroachment which has damaged ceilings, walls and finishes. The renovations will take place in the restroom areas on both the Police and Fire sides. The project will consist of demolition and replacement of the existing tile, partitions, ceilings, fixtures, and countertops.

On May 14, 2019, the Board of Commissioners approved a contract with K-Team Engineering & Construction, in the amount of \$246,075.00, for the bathroom renovations.

On November 12, 2019, the Board approved Supplemental Agreement No. 1, in the amount of \$8,450.00, allowing for additional scope of work to correct structural water damage discovered during demolition of the Police side of the facility.

Supplemental Agreement No. 2, in the amount of \$25,430.00, covers correction of structural water damage discovered in the EMS closet. The revised contract amount will be \$279,955.00.

Original Contract Amount	\$246,075.00
Supplemental Agreement No. 1	\$ 8,450.00
Supplemental Agreement No. 2 (final)	<u>\$ 25,430.00</u>
Revised Contract Amount	\$279,955.00

IMPACT STATEMENT

No new maintenance or operational costs are associated with this project at this time.

FUNDING

Funding is available as follows:

230-130-1000-8110	(Fire Portion)	\$25,430.00
-------------------	----------------	-------------

Increase GAE 23005141952 in the amount of \$25,430.00

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 Police Precinct renovation is an eligible capital improvement project/program under the 2016 SPLOST and is an approved project of the Department of Public Safety Work Program (Cobb County 2016 SPLOST, p. 28) which provides for improvements to facilities and equipment.

SPLOST X1040 Project Summary as of February 5, 2020

Budget: \$2,250,000.00 Expended: \$1,055,726.65*

*This specific agenda item does not affect Program X1040 expenses as it is funded by Fire Fund monies.

RECOMMENDATION

The Board of Commissioners approve Supplemental Agreement No. 2 (final) to the contract with K-Team Engineering & Construction, in the amount of \$25,430.00, for the renovation of existing restrooms at Police Precinct 1/Fire Station 8, located at 2380 Cobb Parkway, Kennesaw, partially funded by 2016 SPLOST Program X1040; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



BOC Chair

Michael H. Boyce, Chairman

Districts All

Item No. 38.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Michael H. Boyce, Chairman

DATE: February 25, 2020

PURPOSE

To authorize submission to the Kennestone Hospital Authority names for consideration for an appointment to fill the expired term for Post 5.

BACKGROUND

The Kennestone Hospital Authority (Cobb County) Post 5 has a vacancy.

Based on the selection procedure for the Kennestone Hospital Authority (KHA), the Board of Commissioners is to submit three names to the Kennestone Hospital Authority for consideration and selection of a successor to fill the expired terms.

The following are qualified and eligible persons for consideration.

1. **James L. Holmes** - Mr. Holmes serves as the Market President for BB&T. Mr. Holmes is a strong believer in community service and his community involvement: includes serving on the WellStar North Fulton Regional Health Board as well as the WellStar Health System Board of Trustees.
2. **C.B. Fair** - Mr. Fair is the Regional President for West Atlanta with United Community Bank. Mr. Fair is a member of the Kennestone Hospital Regional Board.
3. **Cheryl Musial** - Ms. Musial is the Chief Strategy Officer with Mopdog Creative & Strategy. Ms. Musial is a member of the Kennestone Hospital Regional Board.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Cobb County Board of Commissioners authorize submission to the Kennestone Hospital Authority (Cobb County) names for consideration in filling the expired term of Post 5.

ATTACHMENTS

None



Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: William Tanks, Agency Director
DATE: February 25, 2020

PURPOSE

Response to Public Comment

BACKGROUND

N/A

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

N/A

ATTACHMENTS

1. BOC Response Letters to 011420 Meeting



**COBB COUNTY
PUBLIC SERVICES AGENCY**

100 Cherokee Street, Suite 450
Marietta, Georgia 30090
Phone: (770) 528-1540
william.tanks@cobbcounty.org

William L. Tanks
Director

January 28, 2020

Jacuelyn Bettadapur
5400 St. Lyonn Place
Marietta, GA 30068

Greetings Ms. Bettadapur,

I want to thank you for appearing before the Board of Commissioners at the January 14th meeting to speak about our Elections and Registrations Office. Your relationships within the community and other partnerships throughout Cobb County are an essential part of this agency.

We hope that when Janine Eveler, Director of Cobb County Elections Office addressed the board, some of your concerns were cleared up. We are expecting that splitting the larger districts will cut back on the long lines and frustration of waiting at some of Cobb's polling places.

We appreciate your passion and concern for this issue and hope that you understand we are doing everything that we can to make the necessary changes to ensure that every voter has ample opportunity to perform this civic duty.

Thank you for your service to our community and your support of the Cobb County Elections and Registrations Office.

Your remarks are welcome and will be given all due consideration. If I can be of any further assistance to you, do not hesitate to contact me.

Respectfully,


William "Bill" Tanks,
Director, Public Services Agency



**COBB COUNTY
PUBLIC SERVICES AGENCY**

100 Cherokee Street, Suite 450
Marietta, Georgia 30090
Phone: (770) 528-1540
william.tanks@cobbcounty.org

William L. Tanks
Director

January 28, 2020

Carolina Holleo
4564 Savage Dr.
Marietta, GA 30086

Greetings Ms. Holleo,

I want to thank you for appearing before the Board of Commissioners at the January 14th meeting to speak about our Elections and Registrations Office.

We hope that when Janine Eveler, Director of Cobb County Elections Office addressed the board, some of your concerns were cleared up. As was mentioned, we are planning to hold Town Hall Meetings to inform citizens of the adjustments that have been made as well as plans for upcoming changes. We are expecting that splitting the larger districts will cut back on the long lines and frustration of waiting at some of Cobb's polling places.

We appreciate your passion and concern for this issue and hope that you understand we are doing everything that we can to make the necessary changes to ensure that every voter has ample opportunity to perform this civic duty.

Thank you for your service to our community and your support of the Cobb County Elections and Registrations Office. Your remarks are welcome and will be given all due consideration. If I can be of any further assistance to you, do not hesitate to contact me.

Respectfully,



William "Bill" Tanks,
Director, Public Services Agency