



# AGENDA

## COBB COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 8, 2020 – 9:00 AM

*Cobb County...Expect the Best!*

### CALL TO ORDER

### PRESENTATIONS

1. To present proclamations to the Barbara Hickey Children's Day Fund in recognition of Constitution Day and to the Daughters of the American Revolution (DAR) for Constitution Week.
2. To present a proclamation for National Suicide Prevention and Awareness Month.

### PUBLIC HEARING

3. To conduct the second public hearing to solicit comments and input on the proposed amendments to Chapter 6 (Alcoholic Beverages), Chapter 78 (Licenses, Permits and Businesses), and Chapter 134 (Zoning) of the Official Code of Cobb County.
4. To adopt a resolution of evidence and findings of negative secondary effects of sexually oriented businesses set forth in Section 78-320 of the proposed amendments to Chapter 78 (Licenses, Permits and Businesses) of the Official Code of Cobb County.
5. To approve the proposed amendments to Chapter 6 (Alcoholic Beverages), Chapter 78 (Licenses, Permits and Businesses), and Chapter 134 (Zoning) of the Official Code of Cobb County.
6. To adopt a resolution setting fees for sexually oriented business licenses and sexually oriented business employee licenses as referenced in Section 78-324 of the amendments to Chapter 78 (Licenses, Permits and Businesses) of the Official Code of Cobb County.

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## **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**

### **BOC Commissioner (District 2)**

7. To approve an Amendment to the Memorandum of Understanding with Star-C to increase the amount that can be paid to an individual tenant; and to authorize the Chairman to execute the Amendment to the Memorandum of Understanding and any other necessary documents for said purpose.

### **Superior Court Administration**

8. To authorize the inclusion of Accountability Court participant fees as a standard, monthly appropriation of restricted revenue.
9. To authorize a donation from Cobb County Family Law Workshop to Cobb Justice Foundation.

### **Water System**

10. To approve the final funding for the work order under the Unit Price Contract for Water, Sewer, and Miscellaneous Services with Chatfield Contracting, Inc. for 448 Hurt Road Streambank Stabilization, Program No. SW1889.
11. To approve a construction contract with IPR Southeast LLC for a project in the vicinity of 949 Rockcrest Court, Program No. SW2105.
12. To approve a Joint Funding Agreement with the United States Department of the Interior Geological Survey for continued operation and maintenance of sixteen streamflow monitoring gauges, Program No. SW809.



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13. To authorize the advertisement and holding of a public hearing for employment of consultant services where contract fees will likely exceed \$100,000.00 for FY21 Collection System Flow Monitoring Services, Program No. C0161.
14. To approve a construction contract with Smith Pipeline, Inc., for Alberta Drive Area Water Main Replacement, Program No. W2313.
15. To approve Change Order No. 1 to the construction contract with D & H Construction Company for the South Cobb Industrial Boulevard Area Water Main Replacement, Program No. W2377.
16. To approve Change Order No. 1 with Engineering Strategies, Inc. for engineering and design services for South Cobb Water Reclamation Facility Headworks Improvements, Program No. T3017.
17. To approve Change Order No. 1 (final) to the construction contract with Tippins Contracting Co., Inc. for the Tranquil Drive Area Water Main Replacement, Program No. W2359.

### Transportation

18. To authorize submission of an application to the Georgia Department of Transportation for installation of an actuated pedestrian hybrid beacon on SR8/Veterans Memorial Highway at Lindley Middle School, and authorize assumption of operation and maintenance responsibilities upon completion of installation.
19. To ratify the establishment of “No Parking” zones along both sides of Awtrey Church Road and Hilltop Drive.
20. To approve the Cobb County International Airport – McCollum Field Disadvantaged Business Enterprise Program Triennial Goal for Federal Fiscal Years 2021-2023.
21. To adopt a resolution designating electronic signature authority to the Department of Transportation Agency Director and to the Transit Division Manager for the Federal Transit Administration Transit Award Management System process.

### Public Services Agency

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## **PARKS**

22. To approve a Project Agreement with Controlled Access, Inc. for the installation of the County's enterprise access control and surveillance system in five Cobb PARKS facilities.
23. To authorize the purchase of replacement maintenance equipment for the upkeep of County parks from collected cellular tower ground lease revenues.

## **Senior Services**

24. To authorize the application and acceptance of the Meals on Wheels America COVID-19 Phase 2 Response Grant.

## **Support Services Agency**

### **Support Services Administration**

25. To authorize a First Amendment to the License Agreement with The Center for Family Resources regarding property located at 995 Roswell Street.
26. To approve a list of pre-qualified firms capable of providing COVID-19 Workplace Assessment and Remediation.

### **Property Management**

27. To approve a two-part design/build contract with Batson-Cook Construction, with initial phase to include only the design, engineering and constructability review, in an amount not to exceed \$25,000.00.

## **Community Development**

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28. To adopt a resolution approving the issuance by the Development Authority of Cobb County of its Lease Revenue Refunding Bonds for the purpose of assisting KSU Sports and Recreation Park Real Estate Foundation, LLC and its Lease Revenue Bonds for the purpose of assisting KSU Howell Hall Real Estate Foundation, LLC, each a Georgia limited liability company, the sole member of which is Kennesaw State University Foundation, Inc., a Georgia nonprofit corporation.

### Human Resources

29. To approve a revision of the No Harassment and No Discrimination Policy.

### Internal Audit

30. To approve a mutual confidentiality and nondisclosure agreement with RSM US, LLP, in conjunction with an existing contract for supplemental internal auditing services.

### Finance

31. To approve all interfund transfers for claims and safety equipment purchases to allow Risk Management to reimburse the appropriate department.
32. To approve a contract with Nichols, Cauley & Associates, LLC for audit services for Fiscal Years 2020, 2021, and 2022 with an option to extend for Fiscal Years 2023 and 2024.
33. To authorize all budget transactions necessary for the final close-out of the FY2020 budgets of the General Fund and other operating funds.
34. To adopt a resolution adopting all budget amendments set forth in agenda items on this date.

### CDBG

35. To authorize the acceptance and allocation of Fiscal Year 2020 Edward Byrne Memorial Justice Assistance Grant funds provided by the Department of Justice.

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36. To authorize the appropriation of interest income from the United States Department of Justice Edward Byrne Memorial Justice Assistance Grant Program for Fiscal Year 2017.

## County Clerk

37. To approve minutes

## REGULAR AGENDA

### BOC Commissioner ( District 4)

38. To approve emergency funding to provide rent relief for qualified Cobb County residents who have been adversely affected by COVID-19.

## Transportation

39. To approve a Georgia Transportation Infrastructure Bank Grant Agreement with the State Road and Tollway Authority for Old 41 Highway Realignment, Project No. X2609.
40. To approve a contract with Glosson Enterprises, LLC for Discovery Boulevard Sidewalk, Project No. X2779, CCDOT Contract No. 001575.
41. To authorize procurement of mitigation credits from ACF River Basin Group, LLC for stream, wetland and open water impacts associated with Willeo Road over Willeo Creek, Project No. X2122.
42. To approve a Utility Relocation Agreement with Georgia Transmission Corporation for preliminary engineering of Mars Hill Road over Allatoona Creek, Project No. X2115, CCDOT Contract No. 001580.
43. To approve a contract with Ohmshiv Construction, LLC for Mableton Parkway Pedestrian Improvements, Phase 1, State P.I. No. 0016034, Cobb County Project No. X2762, CCDOT Contract No. 001049.

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44. To approve a letter of coordination and concurrence from the Georgia Department of Transportation for impacts to multiple County trails associated with the I-285 Top End Express Lanes project, State P.I. No. 0001758.

## Public Services Agency

### PARKS

45. To approve a Project Agreement with Controlled Access, Inc. for the installation of the County's enterprise access control and surveillance system in four Cobb PARKS facilities, under the 2016 PARKS SPLOST program.

## Support Services Agency

46. To authorize the amended appropriation of funds from the sale of property located at 4489 Acworth Industrial Boulevard in Acworth, Georgia.

### Property Management

47. To approve Supplemental Agreement No. 2 to the contract with Fire Systems, Inc., for additional work related to the sprinkler system at the Public Safety Training Center, 2016 SPLOST Program X1050.
48. To approve Supplemental Agreement No. 1 to the contract with Johnson Controls Fire Protection LP, for additional work related to the fire alarm system at the Public Safety Training Center, 2016 SPLOST Program X1050.
49. To approve Supplemental Agreement No.1 (final) to the contract with Garland/Design Building Solutions, Inc., for exterior wall and roof restoration at the Public Safety Training Center, 2016 SPLOST Program X1050.
50. To approve Supplemental Agreement No. 1 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.

## Community Development

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51. To adopt the Johnson Ferry and Shallowford Road (JOSH) Small Area Plan.

## **PUBLIC COMMENT**

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

## **APPOINTMENTS**

52. To approve the reappointments to the Region 1 Behavioral Health and Developmental Disabilities Planning Board.

## **COMMISSIONERS' PUBLIC ADDRESS**

Per Section 2.01.01 of the Rules of Procedure of the Board

## **ADJOURNMENT**



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

**Item No. 1.**

JoAnn K. Birrell, Commissioner

District 3

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*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

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

**DATE:** September 8, 2020

### **PURPOSE**

To present proclamations to the Barbara Hickey Children's Day Fund in recognition of Constitution Day and to the Daughters of the American Revolution (DAR) for Constitution Week.

### **BACKGROUND**

Constitution Day and Citizenship Day is observed each year on September 17 to commemorate the signing of the Constitution on September 17, 1787, and "recognize all who, by coming of age or by naturalization, have become citizens." Each year, the Barbara Hickey Children's Day Fund spearheads efforts to distribute copies of the U.S. Constitution to Cobb County and Marietta School students.

Constitution Week is the commemoration of America's most important document. It is celebrated annually during the week of September 17-23. The U.S. Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms and inalienable rights.

In 1955, the Daughters of the American Revolution (DAR) petitioned Congress to set aside one week annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed in to public law on August 2, 1956 by President Eisenhower.

The aims of the Constitution Day and Constitution Week celebrations are to: emphasize citizens' responsibilities for protecting and defending the Constitution, in form people that the Constitution is the basis for America's great heritage and the foundation for our way of life and to encourage the study of the historical events which led to the framing of the Constitution in September 1787.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners present proclamations to the Barbara Hickey Children's Day Fund and Daughters of the American Revolution designating September 17, 2020 as Constitution Day and the Week of September 17-23, 2020 as Constitution Week in Cobb County

**ATTACHMENTS**

None





## **BOC Commissioner (District 4)**

**Item No. 2.**

Lisa Cupid, Commissioner

District 4

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*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Lisa Cupid, Commissioner

**DATE:** September 8, 2020

### **PURPOSE**

To present a proclamation for National Suicide Prevention and Awareness Month.

### **BACKGROUND**

September is National Suicide Prevention and Awareness Month and Sept. 10 is World Suicide Prevention Day.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners present a proclamation to the Cobb Collaborative in recognition of National Suicide Prevention and Awareness Month.

### **ATTACHMENTS**

None



## County Attorney's Office

H. William Rowling, Jr., County Attorney

Districts All

Item No. 3.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** H. William Rowling, Jr., County Attorney  
**DATE:** September 8, 2020

### **PURPOSE**

To conduct the second public hearing to solicit comments and input on the proposed amendments to Chapter 6 (Alcoholic Beverages), Chapter 78 (Licenses, Permits and Businesses), and Chapter 134 (Zoning) of the Official Code of Cobb County.

### **BACKGROUND**

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

A work session was conducted to present the proposed amendment to the Board of Commissioners on August 24, 2020. The first public hearing was conducted by the Board of Commissioners on August 25, 2020. The Planning Commission received a presentation and made recommendations on Chapter 134 on September 1, 2020 which have been forwarded to the Board of Commissioners. This is the second public hearing on the attached code amendments package. The Board of Commissioners may consider any of the amendments or variations of the amendments contained in the code amendment package after the conclusion of the second hearing.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners conduct the second public hearing to solicit comments and input on the proposed amendments to Chapter 6 (Alcoholic Beverages), Chapter 78 (Licenses, Permits and Businesses), and Chapter 134 (Zoning) of the Official Code of Cobb County.

## **ATTACHMENTS**

1. Code Package II, Version 2

# **2020 CODE AMENDMENTS**

## **Official Code of Cobb County Part I. Chapters 6, 78, and 134**

Package II (Version 2)  
Draft Code Amendments  
Strikethrough Version

Board of Commissioners Public Hearing Dates  
August 25, 2020 – 7:00 p.m.  
September 8, 2020 – 9:00 a.m.

Planning Commission Public Hearing Date  
September 1, 2020  
Chapter 134 only

Cobb County Government



*Cobb County...Expect the Best!*

Section 6-1 of the Official Code of Cobb County, Georgia is amended by amending the following definitions to read as follows:

*Live entertainment* means music, comedy, readings, dancing, acting or other entertainment, ~~excluding adult entertainment~~, performed on the site. This classification includes dancing by patrons to live or recorded music, but excludes live conduct characterized by nudity or semi-nudity.

*Nightclub* means an establishment which operates with its primary income generation from the sales of alcoholic beverages, and which may offer live entertainment. ~~Should any establishment defined herein provide to its patrons entertainment such that the entertainment establishment may also be classified or defined as an adult entertainment establishment pursuant to the provisions of chapter 78, article III, division 8, such establishment must additionally procure a valid license for the operation of an adult entertainment establishment in accordance and through compliance with all requirements of such article. All such nightclubs shall be equipped with air condition and shall maintain an adequate kitchen with a valid full service health department permit and with a sufficient number of servers and employees for cooking, preparing and serving food and meals for their patrons, provided that nightclubs located in hotels having dining room and kitchen facilities may be excluded from the requirement of maintaining a kitchen in connection with such nightclub; and further provided that a nightclub located in certain mixed-use developments identified in Section 6-133 is excluded from the requirement of maintaining a kitchen. The principal business of such nightclubs shall be entertainment, and the serving of food shall be incidental thereto.~~

Section 6-117(a) of the Official Code of Cobb County, Georgia is amended by adding a new subsection (a)(8) and by amending subsection (b) to read as follows:

- (a) No alcoholic beverage license may be issued where the application or other evidence shows any of the following conditions to exist:

...

- (8) That the alcoholic beverage license is sought for use at a sexually oriented business, as defined in chapter 78, article III, division 8 of this code.

- (b) Notwithstanding the circumstances set out in subsections (a)(1) through (a)(7) of this section, the license review board or the board of commissioners may waive such circumstances and grant a license. No waiver may be granted for the circumstance set out in subsection (a)(8).

Section 6-238(d) of the Official Code of Cobb County, Georgia is amended to read as follows:

- (d) Exception. Nothing contained in subparagraph (b) of this section shall apply to the premises of any theatre, concert hall, art center, museum, or similar establishment primarily devoted to the arts or theatrical performances, where the performances

that are presented are expressing matters of serious literary, artistic, scientific, or political value. The exception contained in this subparagraph (d) shall not apply to any sexually oriented business.

**Chapter 78, Article III, Division 8 of the Official Code of Cobb County, Georgia, is replaced in its entirety and amended to read as follows:**

**CHAPTER 78 – LICENSES, PERMITS AND BUSINESSES**

**ARTICLE III. – SPECIAL LICENSES AND REGULATORY FEES**

**DIVISION 8. - SEXUALLY ORIENTED BUSINESSES**

**Sec. 78-320. - Purpose; findings and rationale.**

- (a) *Purpose.* It is the purpose of this division to regulate sexually oriented businesses in order to promote the health, safety, and general welfare of the citizens of the County, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of sexually oriented businesses within the County. The provisions of this division have neither the purpose nor effect of imposing a limitation or restriction on the content or reasonable access to any communicative materials, including sexually oriented materials. Similarly, it is neither the intent nor effect of this division to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this division to condone or legitimize the distribution of obscene material.
- (b) *Findings and Rationale.* Based on evidence of the adverse secondary effects of adult uses presented in hearings and in reports made available to the Board of Commissioners, and on findings, interpretations, and narrowing constructions incorporated in the cases of *City of Littleton v. Z.J. Gifts D-4, L.L.C.*, 541 U.S. 774 (2004); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *City of Erie v. Pap's A.M.*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 427 U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *N.Y. State Liquor Authority v. Bellanca*, 452 U.S. 714 (1981); *Sewell v. Georgia*, 435 U.S. 982 (1978); *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215 (1990); *City of Dallas v. Stanglin*, 490 U.S. 19 (1989); and *Stardust, 3007 LLC v. City of Brookhaven*, 899 F.3d 1164 (11th Cir. 2018); *HH-Indianapolis, LLC v. Consol. City of Indianapolis/Marion County*, 889 F.3d 432 (7th Cir. 2018); *HH-Indianapolis, LLC v. Consol. City of Indianapolis/Marion County*, 265 F. Supp. 3d 873 (S.D. Ind. 2017); *Flanigan's Enters., Inc. v. City of Sandy Springs*, 703 F. App'x 929 (11th Cir. 2017); *Stardust 3007, LLC v. City of Brookhaven*, 348 Ga. App. 711 (2019); *Maxim Cabaret, Inc. v. City of Sandy Springs*, 304 Ga. 187 (2018); *Oasis Goodtime Emporium I, Inc. v. City of Doraville*, 297 Ga. 513 (2015); *Trop, Inc. v. City of Brookhaven*, 296 Ga. 85 (2014); *Goldrush II v. City of Marietta*, 267 Ga. 683 (1997); *Flanigan's Enters., Inc. v. Fulton County*, 596 F.3d 1265 (11th Cir. 2010); *Peek-a-Boo Lounge v. Manatee County*, 630 F.3d 1346 (11th Cir. 2011); *Daytona Grand, Inc. v. City of*



Daytona Beach, 490 F.3d 860 (11th Cir. 2007); Jacksonville Property Rights Ass'n, Inc. v. City of Jacksonville, 635 F.3d 1266 (11th Cir. 2011); Artistic Entertainment, Inc. v. City of Warner Robins, 331 F.3d 1196 (11th Cir. 2003); Artistic Entertainment, Inc. v. City of Warner Robins, 223 F.3d 1306 (11th Cir. 2000); Williams v. Morgan, 478 F.3d 1316 (11th Cir. 2007); Gary v. City of Warner Robins, 311 F.3d 1334 (11th Cir. 2002); Ward v. County of Orange, 217 F.3d 1350 (11th Cir. 2002); Boss Capital, Inc. v. City of Casselberry, 187 F.3d 1251 (11th Cir. 1999); David Vincent, Inc. v. Broward County, 200 F.3d 1325 (11th Cir. 2000); Sammy's of Mobile, Ltd. v. City of Mobile, 140 F.3d 993 (11th Cir. 1998); Lady J. Lingerie, Inc. v. City of Jacksonville, 176 F.3d 1358 (11th Cir. 1999); This That And The Other Gift and Tobacco, Inc. v. Cobb County, 285 F.3d 1319 (11th Cir. 2002); DLS, Inc. v. City of Chattanooga, 107 F.3d 403 (6th Cir. 1997); Grand Faloan Tavern, Inc. v. Wicker, 670 F.2d 943 (11th Cir. 1982); International Food & Beverage Systems v. Ft. Lauderdale, 794 F.2d 1520 (11th Cir. 1986); 5634 E. Hillsborough Ave., Inc. v. Hillsborough County, 2007 WL 2936211 (M.D. Fla. Oct. 4, 2007), *aff'd*, 2008 WL 4276370 (11th Cir. Sept. 18, 2008) (*per curiam*); Fairfax MK, Inc. v. City of Clarkston, 274 Ga. 520 (2001); Morrison v. State, 272 Ga. 129 (2000); Flippen Alliance for Community Empowerment, Inc. v. Brannan, 601 S.E.2d 106 (Ga. Ct. App. 2004); Oasis Goodtime Emporium I, Inc. v. DeKalb County, 272 Ga. 887 (2000); Chamblee Visuals, LLC v. City of Chamblee, 270 Ga. 33 (1998); World Famous Dudley's Food & Spirits, Inc. v. City of College Park, 265 Ga. 618 (1995); Airport Bookstore, Inc. v. Jackson, 242 Ga. 214 (1978); Entm't Prods., Inc. v. Shelby County, 721 F.3d 729 (6th Cir. 2013); Lund v. City of Fall River, 714 F.3d 65 (1st Cir. 2013); Imaginary Images, Inc. v. Evans, 612 F.3d 736 (4th Cir. 2010); LLEH, Inc. v. Wichita County, 289 F.3d 358 (5th Cir. 2002); Ocello v. Koster, 354 S.W.3d 187 (Mo. 2011); 84 Video/Newsstand, Inc. v. Sartini, 2011 WL 3904097 (6th Cir. Sept. 7, 2011); Plaza Group Properties, LLC v. Spencer County Plan Commission, 877 N.E.2d 877 (Ind. Ct. App. 2007); East Brooks Books, Inc. v. Shelby County, 588 F.3d 360 (6th Cir. 2009); Entm't Prods., Inc. v. Shelby County, 588 F.3d 372 (6th Cir. 2009); Sensations, Inc. v. City of Grand Rapids, 526 F.3d 291 (6th Cir. 2008); World Wide Video of Washington, Inc. v. City of Spokane, 368 F.3d 1186 (9th Cir. 2004); Ben's Bar, Inc. v. Village of Somerset, 316 F.3d 702 (7th Cir. 2003); H&A Land Corp. v. City of Kennedale, 480 F.3d 336 (5th Cir. 2007); Hang On, Inc. v. City of Arlington, 65 F.3d 1248 (5th Cir. 1995); Fantasy Ranch, Inc. v. City of Arlington, 459 F.3d 546 (5th Cir. 2006); Illinois One News, Inc. v. City of Marshall, 477 F.3d 461 (7th Cir. 2007); G.M. Enterprises, Inc. v. Town of St. Joseph, 350 F.3d 631 (7th Cir. 2003); Richland Bookmart, Inc. v. Knox County, 555 F.3d 512 (6th Cir. 2009); Bigg Wolf Discount Video Movie Sales, Inc. v. Montgomery County, 256 F. Supp. 2d 385 (D. Md. 2003); Richland Bookmart, Inc. v. Nichols, 137 F.3d 435 (6th Cir. 1998); Spokane Arcade, Inc. v. City of Spokane, 75 F.3d 663 (9th Cir. 1996); DCR, Inc. v. Pierce County, 964 P.2d 380 (Wash. Ct. App. 1998); City of New York v. Hommes, 724 N.E.2d 368 (N.Y. 1999); Taylor v. State, No. 01-01-00505-CR, 2002 WL 1722154 (Tex. App. July 25, 2002); Fantasyland Video, Inc. v. County of San Diego, 505 F.3d 996 (9th Cir. 2007); U.S. v. Baston, 818 F.3d 651 (11th Cir. 2016); Johnson v. California State Bd. of Accountancy, 72 F.3d 1427 (9th Cir. 1995); Spencer v. World Vision, Inc., 633 F.3d 723 (9th Cir. 2010); Gammoh v. City of La Habra, 395 F.3d 1114 (9th Cir. 2005); Starship Enters. of Atlanta, Inc. v. Coweta County, No. 3:09-CV-123, R. 41 (N.D. Ga. Feb. 28, 2011); High Five Investments, LLC v. Floyd County, No. 4:06-CV-190, R. 128 (N.D. Ga. Mar. 14, 2008); 10950 Retail, LLC v. Fulton County, No. 1:06-CV-1923, R. 62 Order (N.D.

Ga. Dec. 21, 2006); 10950 Retail, LLC v. Fulton County, No. 1:06-CV-1923, R. 84 Contempt Order (N.D. Ga. Jan. 4, 2007); Z.J. Gifts D-4, L.L.C. v. City of Littleton, Civil Action No. 99-N-1696, Memorandum Decision and Order (D. Colo. March 31, 2001); People ex rel. Deters v. The Lion's Den, Inc., Case No. 04-CH-26, Modified Permanent Injunction Order (Ill. Fourth Judicial Circuit, Effingham County, July 13, 2005); Reliable Consultants, Inc. v. City of Kennedale, No. 4:05-CV-166-A, Findings of Fact and Conclusions of Law (N.D. Tex. May 26, 2005); Starship Enterprises of Atlanta, Inc. v. Gwinnett County, No. 17A-00699-1 (Order Granting Summary Judgment and Permanent Injunction, Jan. 12, 2018);

and based upon reports concerning secondary effects occurring in and around sexually oriented businesses, including, but not limited to, "Correlates of Current Transactional Sex among a Sample of Female Exotic Dancers in Baltimore, MD," *Journal of Urban Health* (2011); "Does the Presence of Sexually Oriented Businesses Relate to Increased Levels of Crime?" *Crime & Delinquency* (2012) (Louisville, KY); Metropolis, Illinois – 2011-12; Manatee County, Florida – 2007; Hillsborough County, Florida – 2006; Clarksville, Indiana – 2009, 2013-2019; El Paso, Texas – 2008; Memphis, Tennessee – 2006; New Albany, Indiana – 2009; Louisville, Kentucky – 2004; Fulton County, GA – 2001; Chattanooga, Tennessee – 1999-2003; Jackson County, Missouri – 2008; Ft. Worth, Texas – 2004; Kennedale, Texas – 2005; Greensboro, North Carolina – 2003; Dallas, Texas – 1997; Houston, Texas – 1997, 1983; Phoenix, Arizona – 1995-98, 1979; Tucson, Arizona – 1990; Spokane, Washington – 2001; St. Cloud, Minnesota – 1994; Austin, Texas – 1986; Indianapolis, Indiana – 1984; Garden Grove, California – 1991; Los Angeles, California – 1977; Whittier, California – 1978; Oklahoma City, Oklahoma – 1986; New York, New York Times Square – 1994; the Report of the Attorney General's Working Group On The Regulation Of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota); Dallas, Texas – 2007; "Rural Hotspots: The Case of Adult Businesses," *19 Criminal Justice Policy Review* 153 (2008); "Stripclubs According to Strippers: Exposing Workplace Sexual Violence," by Kelly Holsopple, Program Director, Freedom and Justice Center for Prostitution Resources, Minneapolis, Minnesota; "Sexually Oriented Businesses: An Insider's View," by David Sherman, presented to the Michigan House Committee on Ethics and Constitutional Law, Jan. 12, 2000; Sex Store Statistics and Articles; Indianapolis / Marion County Board of Zoning Appeals Documents; Law Enforcement and Private Investigator Affidavits (Adult Cabarets in Forest Park, GA and Sandy Springs, GA); DeKalb County Testimony and Reports – 2014; and Strip Club-Trafficking Documents, the Board of Commissioners finds:

- (1) Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, personal and property crimes, human trafficking, prostitution, potential spread of disease, lewdness, public indecency, obscenity, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, litter, and sexual assault and exploitation. Alcohol consumption impairs judgment and lowers inhibitions, thereby increasing the risk of adverse secondary effects.
- (2) Sexually oriented businesses should be separated from sensitive land uses to minimize the impact of their secondary effects upon such uses, and should be separated from other sexually oriented businesses, to minimize the secondary effects associated with



such uses and to prevent an unnecessary concentration of sexually oriented businesses in one area.

- (3) Each of the foregoing negative secondary effects constitutes a harm which the County has a substantial government interest in preventing and/or abating. The County's interest in regulating sexually oriented businesses extends to preventing future secondary effects of either current or future sexually oriented businesses that may locate in the County. The County finds that the cases and documentation relied on in this division are reasonably believed to be relevant to said secondary effects.

The County hereby adopts and incorporates herein its stated findings and legislative record related to the adverse secondary effects of sexually oriented businesses, including the judicial opinions and reports related to such secondary effects.

### **Sec. 78-321. - Definitions.**

For purposes of this division, the words and phrases defined in the sections hereunder shall have the meanings therein respectively ascribed to them unless a different meaning is clearly indicated by the context.

*Adult arcade* means a commercial establishment to which the public is permitted or invited that maintains booths or rooms smaller than 100 square feet, wherein image-producing devices are regularly maintained, and where a fee is charged to access the booths or rooms or to view the images displayed on the image-producing devices.

*Adult bookstore* means a commercial establishment which, as one of its principal business activities, offers for sale or rental for any form of consideration any one or more of the following: books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, compact discs, digital video discs, slides, or other visual representations which are characterized by their emphasis upon the display of "specified sexual activities" or "specified anatomical areas." A "principal business activity" exists where the commercial establishment meets any one or more of the following criteria:

- (a) At least 25 percent of the establishment's displayed merchandise consists of said items; or
- (b) At least 25 percent of the establishment's revenues derive from the sale or rental, for any form of consideration, of said items; or
- (c) The establishment maintains at least 25 percent of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in "floor space" maintained for the display, sale, or rental of said items); or
- (d) The establishment maintains at least five hundred square feet (500 sq. ft.) of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in "floor space" maintained for the display, sale, or rental of said items); or
- (e) The establishment regularly offers for sale or rental at least five hundred (500) of said items; or

- (f) The establishment regularly makes said items available for sale or rental and holds itself out, in any medium, as an establishment that caters to adult sexual interests.

*Adult cabaret* means a nightclub, bar, juice bar, restaurant, bottle club, or similar commercial establishment that regularly offers live semi-nude conduct. No establishment shall avoid classification as an adult cabaret by offering nude conduct.

*Adult motion picture theater* means a commercial establishment to which the public is permitted or invited that maintains viewing rooms that are 100 square feet or larger wherein where films or videos characterized by their emphasis upon “specified sexual activities” or “specified anatomical areas” are regularly shown.

*Characterized by* means describing the essential character or quality of an item. As applied in this division, no business shall be classified as a sexually oriented business by virtue of showing, selling, or renting materials rated NC-17 or R by the Motion Picture Association of America.

*Church* means a place where persons regularly assemble for religious worship.

*County* means Cobb County, Georgia.

*Director* means the Director of the Cobb County Community Development Agency or his or her designee.

*Employ, employee, and employment* describe and pertain to any person who works or engages in activity for pay on the premises of a sexually oriented business, on a full time, part time, temporary, or contract basis, regardless of whether the person is denominated an employee, independent contractor, agent, lessee, or otherwise. Employee does not include a person exclusively on the premises for repair or maintenance of the premises or for the delivery of goods to the premises.

*Floor space* means the floor area inside an establishment that is visible or accessible to patrons for any reason, excluding restrooms.

*Hearing officer* means an attorney, not an employee of the County, who is licensed to practice law in Georgia, and retained to serve as an independent tribunal to conduct hearings under this division.

*Hospital* means a building or portion thereof designed and used for therapeutic treatment of bed patients who are physically or mentally ill.

*Influential interest* means the actual power to control or influence the operation, management, or policies of the sexually oriented business or legal entity which operates the sexually oriented business. An individual is deemed to have an “influential interest” if he or she (1) is the on-site general manager of the sexually oriented business, (2) owns a financial interest of 30 percent or more of a business or of any class of voting securities of a business, or (3) holds an office (e.g., president, vice president, secretary, treasurer, managing member, managing director, etc.) in a legal entity which operates the sexually oriented business.

*Licensee* means a person in whose name a license to operate a sexually oriented business has been issued, as well as the individual or individuals listed as an applicant on the application for a sexually oriented business license. In the case of an employee, it shall mean the person in whose name the sexually oriented business employee license has been issued.

*Nudity or nude conduct* means the showing of the human male or female genitals, pubic area, vulva, or anus with less than a fully opaque covering, or the showing of the female breast with less than a fully opaque covering of any part of the nipple and areola. For purposes of this division, a “fully opaque covering” must be non-flesh colored, shall not consist of any substance that can be washed or peeled off the skin (such as paint, make-up, or latex), and shall not simulate the appearance of the anatomical area that it covers.

*Operate* means to cause to function or to put or keep in a state of doing business.

*Operator* means any person on the premises of a sexually oriented business who manages, supervises, or controls the business or a portion thereof. A person may be found to be an operator regardless of whether such person is an owner, part owner, or licensee of the business.

*Package store* means a business establishment whose primary business activity is the retail sale of alcoholic beverages by the package.

*Park* means any lands or facility owned, operated, controlled or managed by any county, city or federal government or any governmental entity in and upon which recreational activities or places are provided for the recreation and enjoyment of the general public.

*Person* means an individual, proprietorship, partnership, corporation, association, or other legal entity.

*Premises* means the real property upon which the sexually oriented business is located, and all appurtenances thereto and buildings thereon, including, but not limited to, the sexually oriented business, the grounds, private walkways, and parking lots and/or parking garages adjacent thereto, under the ownership, control, or supervision of the sexually oriented business.

*Regional shopping mall (enclosed)* means a group of retail and other commercial establishments that is planned, developed, and managed as a single property, with on-site parking provided around the perimeter of the shopping center, and that is generally at least forty acres in size and flanked by two or more large “anchor” stores, such as department stores. The common walkway or “mall” is enclosed, climate-controlled and lighted, usually with an inward orientation of the stores facing the walkway.

*Regularly* means the consistent and repeated doing of an act on an ongoing basis.

*Residence* means a house, apartment, mobile home, boardinghouse or roominghouse, duplex or other multifamily housing for human dwelling, or any property zoned therefor.

*School* means state, county, city, church or other schools, public or private, as teach the subjects commonly taught in the common schools of this state, and vocational schools, colleges, post-high-school learning centers, kindergartens and day care centers for persons of all ages.

*Semi-nude or semi-nudity* means the showing of the female breast below a horizontal line across the top of the areola and extending across the width of the breast at that point, or the showing of the male or female buttocks. This definition shall include the lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breasts exhibited by a bikini, dress, blouse, shirt, leotard, or similar wearing apparel provided the areola is not exposed in whole or in part.

*Sexual device* means any three dimensional object designed for stimulation of the male or female human genitals, anus, buttocks, nipple, or for sadomasochistic use or abuse of oneself or

others and shall include devices commonly known as dildos, vibrators, penis pumps, cock rings, anal beads, butt plugs, nipple clamps, and physical representations of the human genital organs. Nothing in this definition shall be construed to include devices primarily intended for protection against sexually transmitted diseases or for preventing pregnancy.

*Sexual device shop* means a commercial establishment:

- (a) where more than 100 sexual devices are regularly made available for sale or rental; or
- (b) where sexual devices are regularly made available for sale or rental and the establishment regularly gives special prominence to sexual devices (e.g., by using lighted display cases for sexual devices, having a room or discrete area of the establishment significantly devoted to sexual devices, positioning sexual devices near cash registers or similar points of sale, hosting events focused on sexual devices, or holding itself out to the public as a place that focuses on sexual devices).

This definition shall not be construed to include any establishment located within an enclosed regional shopping mall, an establishment containing a pharmacy that employs a licensed pharmacist to fill prescriptions on the premises, or an establishment primarily dedicated to providing durable medical equipment.

*Sexually oriented business* means an adult arcade, an adult bookstore, and adult cabaret, an adult motion picture theater, or a sexual device shop.

*Specified anatomical areas* means and includes:

- (a) Less than completely and opaquely covered human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola; and
- (b) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

*Specified criminal activity* means any of the following specified crimes for which less than five years has elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date:

- (a) Rape, child molestation, sexual assault, sexual battery, aggravated sexual assault, aggravated sexual battery, or public indecency;
- (b) Prostitution, keeping a place of prostitution, pimping, or pandering;
- (c) Obscenity, disseminating or displaying matter harmful to a minor, or use of minor in sexual performance;
- (d) Any offense related to any sexually-oriented business, including controlled substance offenses, tax violations, racketeering, crimes involving sex, crimes involving prostitution, or crimes involving obscenity;
- (e) Any attempt, solicitation, or conspiracy to commit one of the foregoing offenses; or
- (f) Any offense in another jurisdiction that, had the predicate act(s) been committed in Georgia, would have constituted any of the foregoing offenses.

*Specified sexual activity* means any of the following:

- (a) Intercourse, oral copulation, masturbation or sodomy; or
- (b) Excretory functions as a part of or in connection with any of the activities described in subsection (a) of this definition.

*Transfer of ownership or control* of a sexually oriented business means any of the following:

- (a) The sale, lease, or sublease of the business;
- (b) The transfer of securities which constitute an influential interest in the business, whether by sale, exchange, or similar means; or
- (c) The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

*Viewing room* means the room or booth where a patron of a sexually oriented business would ordinarily be positioned while watching a film, videocassette, digital video disc, or other video on an image-producing device.

**Sec. 78-322. - License required.**

- (a) Sexually Oriented Business License. It shall be unlawful for any person to operate a sexually oriented business in the County without a valid sexually oriented business license.
- (b) Employee License. It shall be unlawful for any person to be an employee, as defined in this division, of a sexually oriented business in the County without a valid sexually oriented business employee license, except that a person who is a licensee under a valid sexually oriented business license shall not be required to also obtain a sexually oriented business employee license. It shall be unlawful for any person who operates a sexually oriented business to employ a person at the establishment who does not have a valid sexually oriented business employee license.
- (c) Application. An applicant for a sexually oriented business license or a sexually oriented business employee license shall file in person at the office of the Community Development Agency (or other office designated by the Director) a completed application made on a form provided by the Director. A sexually oriented business may designate an individual with an influential interest in the business to file its application for a sexually oriented business license in person on behalf of the business. The application shall be signed as required by subsection (d) herein and shall be notarized. An application shall be considered complete when it contains, for each person required to sign the application, the information and/or items required in this subsection (c), accompanied by the appropriate license fee:
  - (1) The applicant's full legal name and any other names used by the applicant in the preceding five (5) years.
  - (2) Current business address or another mailing address for the applicant.
  - (3) Written proof of age, in the form of a driver's license, a picture identification document containing the applicant's date of birth issued by a governmental agency, or a copy of a birth certificate accompanied by a picture identification document issued by a governmental agency.



- (4) If the application is for a sexually oriented business license, the business name, location, legal description, mailing address and phone number of the sexually oriented business.
- (5) If the application is for a sexually oriented business license, the name and business address of the statutory agent or other agent authorized to receive service of process.
- (6) A statement of whether an applicant has been convicted of or has pled guilty or nolo contendere to a specified criminal activity as defined in this division, and if so, each specified criminal activity involved, including the date, place, and jurisdiction of each as well as the dates of conviction and release from confinement, where applicable.
- (7) A statement of whether any sexually oriented business in which an applicant has had an influential interest, has, in the previous five (5) years, and at a time during which the applicant had the influential interest:
  - (i) Been found by a court of law to have been operating unlawfully;
  - (ii) Been enjoined from engaging in conduct prohibited by law;
  - (iii) Been held in contempt of court for operating contrary to a court order;
  - (iv) Been declared by a court of law to be a nuisance; or
  - (v) Been subject to an order of closure.
- (8) An application for a sexually oriented business license shall be accompanied by a legal description of the property where the business is located and a sketch or diagram showing the configuration of the premises, including a statement of total floor area occupied by the business and a statement of floor area visible or accessible to patrons for any reason, excluding restrooms. The sketch or diagram need not be professionally prepared but shall be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six (6) inches. Applicants who are required to comply with the stage, booth, and/or room configuration requirements of this division shall submit a diagram indicating that the setup and configuration of the premises meets the requirements of the applicable regulations. See Sections 78-332 and 78-336. The Director may waive the requirements of this subsection (8) for a renewal application if the applicant adopts a legal description and a sketch or diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.
- (9) A signed and sworn affidavit verifying the applicant's lawful presence in the United States as required by O.C.G.A. § 50-36-1. If the applicant is a partnership, limited liability company, corporation, or other legal entity, a signed and sworn affidavit verifying the lawful presence of each individual that executes the application on behalf of the applicant. With regard to a renewal application, if an individual has previously complied with the requirements of this subsection (9), the Director may waive the requirements of this subsection for that individual.
- (10) If the application is for a sexually oriented business license, a signed and sworn affidavit attesting that the establishment either uses the federal work authorization program in accordance with federal regulations or that the applicant employs fewer than 11 people or otherwise does not fall within the requirements of O.C.G.A. § 36-60-6.

- (11) If the application is for a sexually oriented business employee license, the name and address of the establishment where the applicant intends to use the employee license.

The information provided pursuant to this subsection (c) shall be supplemented in writing by certified mail, return receipt requested, to the Director within ten (10) working days of a change of circumstances which would render the information originally submitted false or incomplete.

- (d) **Signature.** A person who seeks a sexually oriented business employee license under this section shall sign the application for a license. If a person who seeks a sexually oriented business license under this section is an individual, he shall sign the application for a license as applicant. If a person who seeks a sexually oriented business license is other than an individual, each person with an influential interest in the sexually oriented business or in a legal entity that controls the sexually oriented business shall sign the application for a license as applicant. Each applicant must be qualified under this division and each applicant shall be considered a licensee if a license is granted.
- (e) The information provided by an applicant in connection with an application for a license under this division shall be maintained by the office of the Director on a confidential basis, and such information may be disclosed only as may be required, and only to the extent required, by governing law or court order. Any information protected by the right to privacy as recognized by state or federal law shall be redacted prior to such disclosure.

**Sec. 78-323. - Issuance of license.**

- (a) **Sexually Oriented Business License.** Upon the filing of a completed application for a sexually oriented business license, the applicant shall be considered to hold a Temporary License if the completed application is from a sexually oriented business that was lawfully commenced, and is lawfully operating, in the County and the completed application indicates that the applicant is entitled to an annual sexually oriented business license. The Temporary License shall expire upon the final decision of the County to deny or grant an annual license. Within thirty (30) days of the filing of a completed sexually oriented business license application, the Director shall either issue a license to the applicant or issue a written notice of intent to deny a license to the applicant. The Director shall issue a license unless:
- (1) An applicant is less than eighteen (18) years of age.
  - (2) An applicant has failed to provide information required by this division for issuance of a license or has falsely answered a question or request for information on the application form.
  - (3) The license fee required by this division has not been paid.
  - (4) The sexually oriented business, as defined herein, is not in compliance with the interior configuration requirements of this division.
  - (5) The sexually oriented business, as defined herein, is not in compliance with Section 78-338 of this division or the location requirements in Chapter 134 of the Official Code of Cobb County.

- (6) Any sexually oriented business in which an applicant has had an influential interest, has, in the previous five (5) years, and at a time during which the applicant had the influential interest:
    - (i) Been found by a court of law to have been operating unlawfully;
    - (ii) Been enjoined from engaging in conduct prohibited by law;
    - (iii) Been held in contempt of court for operating contrary to a court order;
    - (iv) Been declared by a court of law to be a nuisance; or
    - (v) Been subject to an order of closure.
  - (7) An applicant has been convicted of or pled guilty or nolo contendere to a specified criminal activity, as defined in this division.
  - (8) An applicant has, in the previous five (5) years, engaged in any misrepresentation of fact, or omission of material fact, concerning the nature of the business for which the license is sought.
- (b) Employee License. Upon the filing of a completed application for a sexually oriented business employee license, the applicant shall be considered to hold a Temporary License if the applicant seeks licensure to work in a licensed sexually oriented business and the completed application indicates that the applicant is entitled to an annual sexually oriented business employee license. The Temporary License shall expire upon the final decision of the County to deny or grant an annual license. Within thirty (30) days of the filing of a completed sexually oriented business employee license application, the Director shall either issue a license to the applicant or issue a written notice of intent to deny a license to the applicant. The Director shall issue a license unless:
- (1) The applicant is less than 18 years of age.
  - (2) The applicant has failed to provide information as required by this division for issuance of a license or has falsely answered a question or request for information on the application form.
  - (3) The license fee required by this division has not been paid.
  - (4) Any sexually oriented business in which the applicant has had an influential interest, has, in the previous five (5) years, and at a time during which the applicant had the influential interest:
    - (i) Been found by a court of law to have been operating unlawfully;
    - (ii) Been enjoined from engaging in conduct prohibited by law;
    - (iii) Been held in contempt of court for operating contrary to a court order;
    - (iv) Been declared by a court of law to be a nuisance; or
    - (v) Been subject to an order of closure.
  - (5) The applicant has been convicted of or pled guilty or nolo contendere to a specified criminal activity, as defined in this division.



- (6) The applicant has expressed the intent to use the sexually oriented business employee license at an establishment that is not licensed by the County to operate a sexually oriented business.
- (c) The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the issued license number and its expiration date, and, if the license is for a sexually oriented business, the address of the sexually oriented business. The sexually oriented business license shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that it may be read at any time that the business is occupied by patrons or is open to the public. A sexually oriented business employee shall keep the employee's license on his or her person or on the premises where the licensee is then working.
- (d) No license under this division shall be considered valid if the applicant submitted false information to obtain the license.

**Sec. 78-324. - Fees.**

The fees for sexually oriented business licenses and sexually oriented business employee licenses shall be as set forth in the schedule of fees as adopted by the board of commissioners.

**Sec. 78-325. - Inspection.**

Sexually oriented businesses and sexually oriented business employees shall permit the Director and his or her agents to inspect, from time to time on an occasional basis, the portions of the sexually oriented business premises where patrons are permitted, for the purpose of ensuring compliance with the specific regulations of this division, during those times when the sexually oriented business is occupied by patrons or is open to the public. This section shall be narrowly construed to authorize only reasonable inspections of the licensed premises pursuant to this division.

**Sec. 78-326. - Expiration and renewal of license.**

- (a) Each license shall remain valid for a period of one calendar year from the date of issuance unless otherwise suspended or revoked. Such license may be renewed only by making application and payment of a fee as provided in this division. When a renewal license is issued, it shall become effective the day after the previous license expires and shall remain valid for a period of one calendar year from its effective date unless otherwise suspended or revoked.
- (b) Application for renewal of an annual license should be made at least ninety (90) days before the expiration date of the current annual license, and when made less than ninety (90) days before the expiration date, the expiration of the current license will not be affected.

**Sec. 78-327. - Suspension.**

- (a) The Director shall issue a written notice of intent to suspend a sexually oriented business license for a period not to exceed thirty (30) days if the sexually oriented business licensee has knowingly or recklessly violated this division or has knowingly or recklessly allowed an employee or any other person to violate this division.

- (b) The Director shall issue a written notice of intent to suspend a sexually oriented business employee license for a period not to exceed thirty (30) days if the employee licensee has knowingly or recklessly violated this division.

**Sec. 78-328. - Revocation.**

- (a) The Director shall issue a written notice of intent to revoke a sexually oriented business license or a sexually oriented business employee license, as applicable, if the licensee knowingly or recklessly violates this division or has knowingly or recklessly allowed an employee or any other person to violate this division and a suspension of the licensee's license has become effective within the previous twelve-month (12-mo.) period.
- (b) The Director shall issue a written notice of intent to revoke a sexually oriented business license or a sexually oriented business employee license, as applicable, if:
  - (1) The licensee has knowingly given false information in the application for the sexually oriented business license or the sexually oriented business employee license;
  - (2) The licensee has failed to meet or maintain the qualifications to be issued or to hold the license;
  - (3) The licensee has knowingly or recklessly engaged in or allowed possession, use, or sale of controlled substances on the premises of the sexually oriented business;
  - (4) The licensee has knowingly or recklessly engaged in or allowed prostitution on the premises of the sexually oriented business;
  - (5) The licensee knowingly or recklessly operated the sexually oriented business during a period of time when the license was finally suspended or revoked;
  - (6) The licensee has knowingly or recklessly engaged in or allowed any specified sexual activity or specified criminal activity to occur in or on the premises of the sexually oriented business;
  - (7) The licensee has knowingly or recklessly allowed a person under the age of twenty-one (21) years to consume alcohol on the premises of the sexually oriented business;
  - (8) The licensee has knowingly or recklessly allowed a person under the age of eighteen (18) years to appear in a semi-nude condition or in a state of nudity on the premises of the sexually oriented business; or
  - (9) The licensee has knowingly or recklessly allowed three (3) or more violations of this division within a twelve-month period.
- (c) The fact that any relevant conviction is being appealed shall have no effect on the revocation of the license, provided that, if any conviction which serves as a basis of a license revocation is overturned or reversed on appeal, that conviction shall be treated as null and of no effect for revocation purposes.
- (d) When, after the notice and hearing procedure described in this division, the County revokes a license, the revocation shall continue for one (1) year and the licensee shall not be issued a sexually oriented business license or sexually oriented business employee license for one (1) year from the date revocation becomes effective.

**Sec. 78-329. - Hearing; license denial, suspension, revocation; appeal.**

- (a) When the Director issues a written notice of intent to deny, suspend, or revoke a license, the Director shall immediately send such notice, which shall state the grounds under this division for such action, to the applicant or licensee by personal delivery or certified mail. The notice shall be directed to the most current business address or other mailing address on file with the Director for the applicant or licensee. The notice shall also set forth the following: The applicant or licensee shall have ten (10) days after the delivery of the written notice to submit, at the office of the Director, a written request for a hearing. If the applicant or licensee does not request a hearing within said ten (10) days, the Director's written notice shall become a final denial, suspension, or revocation, as the case may be, on the fifteenth (15th) day after it is delivered to the applicant or licensee.
- (b) If the applicant or licensee (hereafter, "petitioner") does make a written request for a hearing within said ten (10) days, then the Director shall, within ten (10) days after the submission of the request, send a notice to the petitioner indicating the date, time, and place of the hearing. The hearing shall be conducted not less than ten (10) days nor more than twenty (20) days after the date that the hearing notice is issued. The hearing may be transcribed by either party.
- (c) At the hearing, the petitioner shall have the opportunity to present all relevant arguments and to be represented by counsel, present evidence and witnesses on his or her behalf, and cross-examine any of the Director's witnesses. The Director may also be represented by counsel, present evidence and witnesses, and cross-examine any of the petitioner's witnesses. The hearing shall take no longer than one (1) day, unless extended at the request of the petitioner to meet the requirements of due process and proper administration of justice. The Hearing Officer shall affirm the Director's licensing decision if any substantial evidence in the record at the hearing supports any of the grounds set forth in the written notice of intent to deny, suspend, or revoke. The Hearing Office shall issue a final written decision, including specific reasons for the decision pursuant to this division, to the petitioner within five (5) days after the hearing.
- (d) If the decision is to deny, suspend, or revoke the license, the decision shall advise the petitioner of the right to appeal such decision to a court of competent jurisdiction, and the decision shall not become effective until the tenth (10th) day after it is rendered. If the Hearing Officer's decision finds that there is no substantial evidence to support the Director's licensing decision, the Hearing Officer shall, contemporaneously with the issuance of the decision, order the Director to immediately withdraw the intent to deny, suspend, or revoke the license and to notify the petitioner in writing by certified mail of such action. If the petitioner is not yet licensed, the Director shall contemporaneously therewith issue the license to the applicant.
- (e) If any court action challenging a licensing decision is initiated, the County shall consent to expedited briefing and/or disposition of the action, shall comply with any expedited schedule set by the court, and shall facilitate prompt judicial review of the proceedings. The following shall apply to any sexually oriented business that is lawfully operating as a sexually oriented business, or any sexually oriented business employee that is lawfully employed as a sexually oriented business employee, on the date on which the completed business or employee application, as applicable, is filed with the Director: Upon the filing of

any court action to appeal, challenge, restrain, or otherwise enjoin the County's enforcement of any denial, suspension, or revocation of a license, the Director shall immediately issue the petitioner a Provisional License. The Provisional License shall allow the petitioner to continue operation of the sexually oriented business or to continue employment as a sexually oriented business employee and will expire upon the court's entry of a judgment on the petitioner's appeal or other action to restrain or otherwise enjoin the County's enforcement. While a Provisional License is in effect, the provisional licensee shall comply with the regulations set forth in Sections 78-325, 78-331, 78-332, 78-333, and 78-336, and any violations thereof shall be subject to the provisions of Section 78-334.

**Sec. 78-330. - Transfer of license.**

A licensee shall not transfer his or her license to another, nor shall a licensee operate a sexually oriented business under the authority of a license at any place other than the address designated in the sexually oriented business license application.

**Sec. 78-331. - Hours of operation.**

No sexually oriented business shall be or remain open for business between 12:00 midnight and 6:00 a.m. on any day.

**Sec. 78-332. - Regulations pertaining to operation of adult arcade or adult motion picture theater.**

- (a) A person who operates or causes to be operated an adult arcade or adult motion picture theater shall comply with the following requirements:
- (1) Each application for a sexually oriented business license shall contain a diagram of the premises showing the location of all operator's stations, booths or viewing rooms, overhead lighting fixtures, and restrooms, and shall designate all portions of the premises in which patrons will not be permitted. The diagram shall also designate the place at which the license will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram shall be oriented to the north or to some designated street or object and shall be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six inches. The Director may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.
  - (2) It shall be the duty of the operator, and of any employees present on the premises, to ensure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted.
  - (3) The interior premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than five (5.0) foot candles as measured at the floor level. It shall be the duty of the operator, and of any employees present on the premises, to ensure that the illumination described above is maintained at all times that the premises is occupied by patrons or open for business.

- (4) It shall be the duty of the operator, and of any employees present on the premises, to ensure that no specified sexual activity occurs in or on the premises.
- (5) It shall be the duty of the operator to post conspicuous signs in well-lighted entry areas of the business stating all of the following:
  - (i) That the occupancy of viewing rooms less than 100 square feet is limited to one person.
  - (ii) That specified sexual activity on the premises is prohibited.
  - (iii) That the making of openings between viewing rooms is prohibited.
  - (iv) That violators will be required to leave the premises.
  - (v) That violations of these regulations are unlawful.
- (6) It shall be the duty of the operator to enforce the regulations articulated in subsections (5)(i) through (iv) of this section.
- (7) The interior of the premises shall be configured in such a manner that there is an unobstructed view from an operator's station of every area of the premises, including the interior of each viewing room but excluding restrooms, to which any patron is permitted access for any purpose. An operator's station shall not exceed thirty-two (32) square feet of floor area. If the premises has two (2) or more operator's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose, excluding restrooms, from at least one of the operator's stations. The view required in this paragraph must be by direct line of sight from the operator's station. It is the duty of the operator to ensure that at least one employee is on duty and situated in each operator's station at all times that any patron is on the premises. It shall be the duty of the operator, and it shall also be the duty of any employees present on the premises, to ensure that the view area specified in this paragraph remains unobstructed by any doors, curtains, walls, merchandise, display racks or other materials or enclosures at all times that any patron is present on the premises.
- (8) It shall be the duty of the operator to ensure that no porous materials are used for any wall, floor, or seat in any booth or viewing room.
- (b) It shall be unlawful for a person having a duty under subsections (a)(1) through (a)(8) to knowingly or recklessly fail to fulfill that duty.
- (c) No patron shall knowingly or recklessly enter or remain in a viewing room less than 100 square feet in area that is occupied by any other patron.
- (d) No patron shall knowingly or recklessly be or remain within one foot of any other patron while in a viewing room that is 100 square feet or larger in area.
- (e) No person shall knowingly or recklessly make any hole or opening between viewing rooms.

**Sec. 78-333. - Loitering, exterior lighting and monitoring, and interior lighting requirements.**

- (a) It shall be the duty of the operator of a sexually oriented business to:



- (1) Ensure that at least two conspicuous signs stating that no loitering is permitted on the premises are posted on the premises;
  - (2) Designate one or more employees to monitor the activities of persons on the premises by visually inspecting the premises at least once every ninety (90) minutes or inspecting the premises by use of video cameras and monitors; and
  - (3) Provide lighting to the exterior premises to provide for visual inspection or video monitoring to prohibit loitering. Said lighting shall be of sufficient intensity to illuminate every place to which customers are permitted access at an illumination of not less than one (1.0) foot candle as measured at the floor level. If used, video cameras and monitors shall operate continuously at all times that the premises are open for business. The monitors shall be installed within an operator's station.
- (b) It shall be the duty of the operator of a sexually oriented business to ensure that the interior premises shall be equipped with overhead lighting of sufficient intensity to illuminate every place to which customers are permitted access at an illumination of not less than five (5.0) foot candles as measured at the floor level and the illumination must be maintained at all times that any customer is present in or on the premises.
  - (c) No sexually oriented business shall erect a fence, wall, or similar barrier that prevents any portion of the parking lot(s) for the establishment from being visible from a public right of way.
  - (d) It shall be unlawful for a person having a duty under this section to knowingly or recklessly fail to fulfill that duty.

**Sec. 78-334. - Penalties and enforcement.**

- (a) A person who violates any of the provisions of this division shall be guilty of a violation and, upon conviction, shall be punishable by fines not to exceed one thousand dollars (\$1,000.00) per violation, or by imprisonment for a period not to exceed sixty (60) days, or by both such fine and imprisonment. For violations of this division that are continuous with respect to time, each day that the violation continues is a separate offense. For violations of this division that are not continuous with respect to time, each violation is a separate offense.
- (b) Any premises, building, dwelling, or other structure in which a sexually oriented business is repeatedly operated or maintained in violation of this division shall constitute a nuisance and shall be subject to civil abatement proceedings in a court of competent jurisdiction.
- (c) The County's legal counsel is hereby authorized to institute civil proceedings necessary for the enforcement of this division to enjoin, prosecute, restrain, or correct violations hereof. Such proceedings shall be brought in the name of the County, provided, however, that nothing in this section and no action taken hereunder, shall be held to exclude such criminal or administrative proceedings as may be authorized by other provisions of this division, or any of the laws in force in the County or to exempt anyone violating this code or any part of the said laws from any penalty which may be incurred.

**Sec. 78-335. – Applicability of division to existing businesses.**

- (a) Licensing Requirements. All sexually oriented businesses lawfully operating in the County in compliance with all state and local laws prior to the effective date of this division, and all

sexually oriented business employees working in the County prior to the effective date of this division, are hereby granted a *De Facto* Temporary License to continue operation or employment for a period of ninety (90) days following the effective date of this division. Within sixty (60) days following the effective date of this division, all sexually oriented businesses and sexually oriented business employees must apply for a license under this division.

- (b) Interior Configuration Requirements. Any sexually oriented business that is required to, but does not, have interior configurations or stages that meet at least the minimum requirements of Section 78-332 and Subsection 78-336(b) shall have ninety (90) days from the effective date of this division to conform its premises to said requirements. During said ninety (90) days, any employee who appears within view of any patron in a semi-nude condition shall nevertheless remain, while semi-nude, at least six (6) feet from all patrons.
- (c) Other Requirements. Except as provided for in subsections (a) and (b) above, sexually oriented businesses shall comply with this division on the date that it takes effect.

**Sec. 78-336. – Prohibited conduct.**

- (a) No patron, employee, or any other person shall knowingly or intentionally, in a sexually oriented business, appear in a state of nudity or engage in a specified sexual activity.
- (b) No person shall knowingly or intentionally, in a sexually oriented business, appear in a semi-nude condition unless the person is an employee who, while semi-nude, remains at least six (6) feet from all patrons and on a stage at least eighteen (18) inches from the floor in a room of at least six hundred (600) square feet.
- (c) No employee who appears semi-nude in a sexually oriented business shall knowingly or intentionally touch a customer or the clothing of a customer on the premises of a sexually oriented business. No customer shall knowingly or intentionally touch such an employee or the clothing of such an employee on the premises of a sexually oriented business.
- (d) No person shall possess, use, or consume alcoholic beverages on the premises of a sexually oriented business.
- (e) No person shall knowingly or recklessly allow a person under the age of eighteen (18) years to be or remain on the premises of a sexually oriented business.
- (f) No operator of a sexually oriented business shall knowingly or recklessly allow a room in the sexually oriented business to be simultaneously occupied by any patron and any other employee who is semi-nude or who appears semi-nude on the premises of the sexually oriented business, unless an operator of the sexually oriented business is present in the same room.
- (g) No operator or licensee of a sexually oriented business shall violate the regulations in this section or knowingly or recklessly allow an employee or any other person to violate the regulations in this section.
- (h) A sign in a form to be prescribed by the Director, and summarizing the provisions of subsections (a), (b), (c), (d), and (e) of this section, shall be posted near the entrance of the sexually oriented business in such a manner as to be clearly visible to patrons upon entry. No person shall cover, obstruct, or obscure said sign.

**Sec. 78-337. - Scienter required to prove violation or business licensee liability.**

This division does not impose strict liability. Unless a culpable mental state is otherwise specified herein, a showing of a reckless mental state is necessary to establish a violation of a provision of this division. Notwithstanding anything to the contrary, for the purposes of this division, an act by an employee that constitutes grounds for suspension or revocation of that employee's license shall be imputed to the sexually oriented business licensee for purposes of finding a violation of this division, or for purposes of license denial, suspension, or revocation, only if an officer, director, or general partner, or a person who managed, supervised, or controlled the operation of the business premises, knowingly or recklessly allowed such act to occur on the premises. It shall be a defense to liability that the person to whom liability is imputed was powerless to prevent the act.

**Sec. 78-338. - Location of sexually oriented businesses.**

- (a) It shall be unlawful to establish, operate, or cause to be operated a sexually oriented business in unincorporated Cobb County that is:
  - (1) Within 750 feet of a residence or residential zoning district;
  - (2) Within 1,500 feet of a church, school, governmentally owned or operated building, library, civic center, public park, hospital, community club, or prison;
  - (3) Within 1,000 feet of another sexually oriented business; or
  - (4) Within 500 feet of an establishment licensed to sell alcoholic beverages for consumption on the premises or to sell alcoholic beverages as a package store.
- (b) For the purpose of this section, measurements shall be made in a straight line from the closest part of any structure occupied by the sexually oriented business to the closest property line of the zoned property and uses identified in subsection (a), above. Where a use identified in subsection (a) is located in a multi-tenant development, the distance shall be measured to the closest part of the tenant space occupied by that use rather than the property line of the entire development, so as to maximize the number of locations available to sexually oriented businesses.
- (c) Notwithstanding any provision in the Official Code of Cobb County, Georgia to the contrary, a sexually oriented business in a location that satisfies the standards in this section shall not be deemed noncompliant with this section by virtue of the subsequent establishment or expansion of a land use or zoning district identified in subsection (a).
- (d) *Amortization.*
  - (1) As used in this section, "lawful nonconforming sexually oriented business" means a business that qualifies as a sexually oriented business, as defined in this division, that:
    - (i) was, in all respects, lawfully established, continuously licensed, and continuously operated until this division was adopted;
    - (ii) has continuously, lawfully operated since this division was adopted; and



- (iii) does not conform to the location standards for sexually oriented businesses set forth in this Section 78-338 or in Chapter 134 of the Official Code of Cobb County, Georgia.
- (2) Notwithstanding anything to the contrary in the Official Code of Cobb County, Georgia, a lawful nonconforming sexually oriented business may continue to operate in its nonconforming location until December 31, 2021, in order to make a reasonable recoupment of its investment in said location that was made before the adoption of this division. On or before January 1, 2022, the sexually oriented business shall conform to the location standards for sexually oriented businesses in the Official Code of Cobb County, Georgia.
- (3) Hardship extension. A lawful nonconforming sexually oriented business may apply to extend the time to operate its sexually oriented business in its nonconforming location upon a showing of financial hardship. An application for an initial extension based upon financial hardship shall be made by October 31, 2021. If a hardship extension is granted, subsequent applications for hardship extensions shall be made at least 60 days before the conclusion of the business's then-current extension period.
- (4) Procedure. An application for a hardship extension shall be filed in writing with the Director, shall include documentation showing that the establishment is a lawful nonconforming sexually oriented business, shall specify the length of extension requested, and shall include evidence of purchase and improvement costs, income earned and lost, depreciation, and costs of relocation. The application shall include an electronic copy of the business's accounting or bookkeeping records, including the computer file(s) maintained in QuickBooks or any similar accounting or bookkeeping software. Within 20 days after receiving the application, the Director shall schedule a public hearing on the application before the Hearing Officer, which public hearing shall be conducted within 45 days after the Director's receipt of the application. Notice of the time and place of such public hearing shall be published at least ten days before the hearing on the County's website or in a newspaper of general circulation published within the County, and shall identify the particular business and location for which the hardship extension is requested.
- (5) The Hearing Officer shall issue a written decision within ten days after the public hearing on the application for a hardship extension. The hardship extension shall be limited to a period of up to one year, as proven necessary by the applicant. The hardship extension shall be granted only upon a showing that the applicant is a lawful nonconforming sexually oriented business and is unable to recoup its investments, made prior to the effective date of this division, in its current location unless the hardship extension is granted.

**Sec. 78-339. - Severability.**

This division and each section and provision of said division hereunder, are hereby declared to be independent sections and subsections and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any

provisions of said division, or the application thereof to any person or circumstance is held to be invalid, the remaining sections or provisions and the application of such sections and provisions to any person or circumstances other than those to which it is held invalid, shall not be affected thereby, and it is hereby declared that such sections and provisions would have been passed independently of such section or provision so known to be invalid. Should any procedural aspect of this division be invalidated, such invalidation shall not affect the enforceability of the substantive aspects of this division.

**Sec. 78-340. - Conflicting code provisions repealed.**

Any provisions in this Code specifically in conflict with any provision in this division is hereby deemed inoperative and repealed.

**Secs. 78-341—78-389. - Reserved.**

Section 134-1 of the Official Code of Cobb County, Georgia is amended by deleting the following term and definition, as follows:

~~*Distance and measurement.* Distance from the proposed premises of an adult entertainment establishment shall be the measurement in lineal feet from the center of any door of customer entry of the proposed premises of the adult entertainment establishment to the nearest property line of any church, library, school, college, public park, residence or hospital. If the establishment is not on ground level, then the beginning point for measuring the distance shall be the point at ground level determined by measuring from the center of any door of customer entry perpendicular to the ground level. A radius shall be measured from the center of any door of customer entry of the proposed premises to the nearest property line of any church, library, school, college, public park, residence or hospital.~~

Section 134-1 of the Official Code of Cobb County, Georgia is amended by amending the following definition, to read as follows:

~~*Live entertainment* means music, comedy, readings, dancing, acting or other entertainment, excluding adult entertainment, performed on the site. This classification includes dancing by patrons to live or recorded music, but excludes live conduct characterized by nudity or semi-nudity.~~

Section 134-1 of the Official Code of Cobb County, Georgia is amended by adding the following term and definition, to read as follows:

*Sexually oriented business.* An adult arcade, an adult bookstore, and adult cabaret, an adult motion picture theater, or a sexual device shop, as those terms are defined in section 78-321 of Official Code of Cobb County, Georgia.

Section 134-37(a)(8) of the Official Code of Cobb County, Georgia is amended to delete the term “Adult entertainment establishments” from the list of uses that require a special land use permit, to read as follows:

(8) ~~Adult entertainment establishments.~~ [Reserved.]

Section 134-192 of the Official Code of Cobb County, Georgia is amended to delete the term “Adult entertainment establishments” and to replace it with the term “Sexually oriented businesses” where that term appears in the Summary of uses charts within that section.

Section 134-192 of the Official Code of Cobb County, Georgia is amended so that the Summary of uses chart that concerns the uses allowed in the GC, LI, and HI districts (among other

districts) is amended to delete the term “Adult entertainment establishments” and to replace it with the term “Sexually oriented businesses”, and to reflect that sexually oriented businesses are Permitted Uses in the LI and HI districts and are not allowed in the GC district, as depicted below:

TYPE OF USE	OHR	OS	NS	PSC	TS	GC	RRC	IF	LI	HI
...										
Adult entertainment establishments <u>Sexually oriented businesses</u> (*subject to section 78-338)						SLUP/ SE			<u>P*</u>	<u>P*</u>
...										

Section 134-193(11)(b) (concerning use limitations in the R-80 single-family residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- b. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-195(12)(b) (concerning use limitations in the R-40 single-family residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- b. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-196(12)(b) (concerning use limitations in the R-30 single-family residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- b. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-197(12)(b) (concerning use limitations in the R-20 single-family residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- b. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-198(12)(b) (concerning use limitations in the R-15 single-family residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- b. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-199(12)(f) (concerning use limitations in the R-12 single-family residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-201(12)(f) (concerning use limitations in the RA-4 single-family attached/detached residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-201.2(12)(f) (concerning use limitations in the RA-5 single-family attached/detached residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-201.3(12)(d) (concerning use limitations in the SC suburban condominium residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- d. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-202(12)(f) (concerning use limitations in the RA-6 single-family attached/detached residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-203.2(11)(f) (concerning use limitations for RSL nonsupportive residential units) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-203.3(3) (concerning uses not permitted for RSL nonsupportive urban rental units) of the Official Code of Cobb County, Georgia is amended to read as follows:

- (3) *Permitted uses.* Anything not permitted or allowed by special exception is prohibited. Permitted uses are as follows:

- Attached residential units.

- Detached residential units.

Accessory retail uses in RSL.

Further provided that no ~~adult entertainment uses~~ sexually oriented businesses or automotive uses shall be allowed.

Neighborhood retail uses provided that the total square footage of the uses does not exceed ten percent of the total floor area of the structure(s). Further provided that no ~~adult entertainment uses~~ sexually oriented businesses or automotive uses shall be allowed.

Section 134-203.3(11)(e) (concerning use limitations for RSL nonsupportive urban rental units) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-204(12)(e) (concerning use limitations in the RM-8 residential multifamily district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-205(12)(e) (concerning use limitations in the FST fee simple townhouse residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-206(12)(f) (concerning use limitations in the RM-12 residential multifamily district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-207(12)(e) (concerning use limitations in the RM-16 residential multifamily district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-211(11)(e) (concerning use limitations in the LRO low-rise office district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.



Section 134-213(12)(l) (concerning use limitations in the NRC neighborhood retail commercial district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- l. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-214(11)(j) (concerning use limitations in the LRC limited retail commercial district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- j. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-215(13)(e) (concerning use limitations in the O&I office and institutional district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-216(12)(d) (concerning use limitations in the UVC urban village commercial district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- d. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-217(13)(p) (concerning use limitations in the PVC planned village community district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- p. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-218(13)(f) (concerning use limitations in the CRC community retail commercial district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-219(12)(h) (concerning use limitations in the RMR residential mid-rise district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- h. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-220(12)(e) (concerning use limitations in the OMR office mid-rise district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-221(12)(j) (concerning use limitations in the RHR residential high-rise district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- j. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-221.1(3) (concerning uses not permitted in the UC urban condominium residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- (3) Permitted uses. Anything not permitted or allowed by special exception or condominium declaration and bylaws is prohibited. Permitted uses are as follows:

Condominiums.

Customary home occupations.

Designated recycling collection locations.

Livestock, nondomestic and wild animals, and poultry, on two or more acres.

Neighborhood retail uses, provided that the total square footage of the uses does not exceed ten percent of the total floor area of the condominium structure(s). Further provided that no ~~adult entertainment uses~~ sexually oriented businesses or automotive related uses shall be allowed.

Parking for vehicles.

Personal vehicle and equipment sales.

Section 134-221.1(12)(d) (concerning use limitations in the UC urban condominium residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- d. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-223(13)(c) (concerning use limitations in the OS office/service district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- c. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-224(13)(h) (concerning use limitations in the NS neighborhood shopping district) of the Official Code of Cobb County, Georgia is amended to read as follows:



- h. ~~No adult entertainment uses sexually oriented businesses~~ are permitted.

Section 134-225(12)(k) (concerning use limitations in the PSC planned shopping center district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- k. ~~No adult entertainment uses sexually oriented businesses~~ are permitted.

Section 134-226(2)(a) (concerning definitions used in regulations for the TS tourist services district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- a. ~~Adult entertainment. See section 134-268 for definitions which apply to all adult entertainment establishments.~~ [Reserved.]

Section 134-227(2)(a) (concerning definitions used in regulations for the GC general commercial district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- a. ~~Adult entertainment. See section 78-321 for definitions which apply to all adult entertainment establishments.~~ [Reserved.]

Section 134-227(3) of the Official Code of Cobb County, Georgia is amended by deleting “Adult entertainment” from the list of permitted uses in the GC general commercial district, to read as follows:

- (3) *Permitted uses.* Permitted uses are as follows:

~~Adult entertainment.~~

Ambulance services, if accessory to a hospital or funeral home.

...

Section 134-227(12)(a) of the Official Code of Cobb County, Georgia is amended by deleting “Adult entertainment establishments” from the list of uses that are limited to locating in a regional activity center as a special exception use, to read as follows:

- a. ~~Adult entertainment establishments (see section 134-268 for required standards).~~ [Reserved.]

Section 134-228(12)(g) (concerning use limitations in the RRC regional retail commercial district) of the Official Code of Cobb County, Georgia is amended to read as follows:

g. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-230(3) of the Official Code of Cobb County, Georgia is amended by adding “Sexually oriented businesses” to the list of permitted uses in the LI light industrial district, to read as follows:

(3) *Permitted uses.* Permitted uses are as follows:

...

Self-service storage facilities (subject to section 134-279).

Sexually oriented businesses (subject to section 78-338).

Shelters (homeless).

...

Section 134-231(3) of the Official Code of Cobb County, Georgia is amended by adding “Sexually oriented businesses” to the list of permitted uses in the HI heavy industrial district, to read as follows:

(3) *Permitted uses.* Permitted uses are as follows:

...

Self-service storage facilities (subject to section 134-279).

Sexually oriented businesses (subject to section 78-338.)

Shelters (homeless).

...

Section 134-272(5)(d) (concerning parking requirements) of the Official Code of Cobb County, Georgia is amended to delete the term “Adult entertainment establishments” and to replace it with the term “Sexually oriented businesses” where that term appears in the table within that section, as depicted below:

Type of Use	Parking Requirements
...	
Adult entertainment establishments <del>Sexually oriented businesses</del>	1 space per 100 square feet (net) of floorspace.
...	



## County Attorney's Office

H. William Rowling, Jr., County Attorney

Districts All

Item No. 4.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** H. William Rowling, Jr., County Attorney

**DATE:** September 8, 2020

### **PURPOSE**

To adopt a resolution of evidence and findings of negative secondary effects of sexually oriented businesses set forth in Section 78-320 of the proposed amendments to Chapter 78 (Licenses, Permits and Businesses) of the Official Code of Cobb County.

### **BACKGROUND**

Cobb County is considering amendments to Chapter 78, specifically Article III, Division 8, Adult Entertainment Establishments. The first public hearing was conducted by the Board of Commissioners on August 25, 2020 with the second hearing today.

The county is an attractive place for the location of commercial enterprises and of residences for families and the Board of Commissioners is committed to adopting ordinances designed to protect the quality of life for its citizens while ensuring the protection of its citizens' constitutional rights.

The Board of Commissioners has reviewed and considered evidence and findings that show sexually oriented businesses require special supervision from the public safety agencies of Cobb County in order to protect and preserve the health, safety, and welfare of the patrons of such businesses as well as the citizens of the County. Such businesses are frequently used for unlawful sexual activities, including prostitution, and sexual liaisons of a casual nature. There is convincing documented evidence that sexually oriented businesses have deleterious secondary effects and are often associated with crime and adverse effects on surrounding properties.

Prior to any amendment to Chapter 78, the Board of Commissioners desires to adopt the evidence and findings of negative secondary effects of sexually oriented businesses reviewed and to be on file with the County Clerk's office.

### **IMPACT STATEMENT**

N/A

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners adopt a resolution of evidence and findings of negative secondary effects of sexually oriented businesses set forth in Section 78-320 of the proposed amendments to Chapter 78 (Licenses, Permits and Businesses) of the Official Code of Cobb County; and authorize the Chairman to execute said resolution and any other necessary documents for said purpose.

**ATTACHMENTS**

1. Sept 2020 Resolution Second Effects

## RESOLUTION

*Resolution adopting evidence and findings of negative secondary effects of sexually oriented businesses set forth in Section 78-320 of the Official Code of Cobb County, as amended.*

**WHEREAS**, sexually oriented businesses require special supervision from the public safety agencies of the County in order to protect and preserve the health, safety, and welfare of the patrons of such businesses as well as the citizens of the County; and

**WHEREAS**, the Board of Commissioners finds that sexually oriented businesses, as a category of establishments, are frequently used for unlawful sexual activities, including prostitution, and sexual liaisons of a casual nature; and

**WHEREAS**, there is convincing documented evidence that sexually oriented businesses, as a category of establishments, have deleterious secondary effects and are often associated with crime and adverse effects on surrounding properties; and

**WHEREAS**, the Board of Commissioners desires to protect the health, safety, and welfare of the citizenry; protect the citizens from crime; preserve the quality of life; preserve the character of surrounding neighborhoods and deter the spread of urban blight; and

**WHEREAS**, certain sexually oriented products and services offered to the public are recognized as not inherently expressive and not protected by the First Amendment, *see, e.g., Heideman v. South Salt Lake City*, 348 F.3d 1182, 1195 (10th Cir. 2003) (“On its face, the Ordinance applies to all ‘sexually oriented businesses,’ which include establishments such as ‘adult motels’ and ‘adult novelty stores,’ which are not engaged in expressive activity.”); *Sewell v. Georgia*, 233 S.E.2d 187 (Ga. 1977), *dismissed for want of a substantial federal question*, 435 U.S. 982 (1978) (sexual devices); *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215, 224 (1990) (escort services and sexual encounter services); and

**WHEREAS**, there is documented evidence of sexually oriented businesses, including adult bookstores and adult video stores, manipulating their inventory and/or business practices to avoid regulation while retaining their essentially “adult” nature, *see, e.g., Z.J. Gifts D-4, L.L.C. v. City of Littleton*, Civil Action No. 99-N-1696, Memorandum Decision and Order (D. Colo. March 31, 2001) (finding retail adult store’s “argument that it is not an adult entertainment establishment” to be “frivolous at best”); *People ex rel. Deters v. The Lion’s Den, Inc.*, Case No. 04-CH-26, Modified Permanent Injunction Order (Ill. Fourth Judicial Circuit, Effingham County, July 13, 2005) (noting that “the accuracy and credibility” of the evidence on inventory in adult retail store was suspect, and that testimony was “less than candid” and “suggested an intention to obscure the actual amount of sexually explicit material sold”); *City of New York v. Hommes*, 724 N.E.2d 368 (N.Y. 1999) (documenting manipulation of inventory to avoid adult classification); *Taylor v. State*, No. 01-01-00505-CR, 2002 WL 1722154 (Tex. App. July 25, 2002) (noting that “the nonadult video selections appeared old and several of its display cases were covered with cobwebs”); *HH-Indianapolis, LLC v. Consol. City of Indianapolis/Marion County*, 889 F.3d 432 (7th Cir. 2018); *HH-Indianapolis, LLC v. Consol. City of Indianapolis/Marion County*, 265 F. Supp. 3d 873 (S.D. Ind. 2017); and

**WHEREAS**, the manner in which an establishment holds itself out to the public is a reasonable

consideration in determining whether the establishment is a sexually oriented business, *see, e.g., East Brooks Books, Inc. v. Shelby County*, 588 F.3d 360, 365 (6th Cir. 2009) (“A prominent display advertising an establishment as an ‘adult store,’ moreover, is a more objective indicator that the store is of the kind the Act aims to regulate, than the mere share of its stock or trade comprised of adult materials.”); *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215, 261 (1991) (Scalia, J., concurring in part and dissenting in part) (“[I]t is most implausible that any enterprise which has as its constant intentional objective the sale of such [sexual] material does not advertise or promote it as such.”); *see also Johnson v. California State Bd. of Accountancy*, 72 F.3d 1427 (9th Cir. 1995) (rejecting First Amendment challenge to statute which used the phrase “holding out” to identify conduct indicative of the practice of public accountancy, but did not ban any speech); *Spencer v. World Vision, Inc.*, 633 F.3d 723 (9th Cir. 2010) (O’Scannlain, J., concurring) (concluding that whether an entity “holds itself out” as religious is a neutral factor and that factor helps to ensure that the entity is a *bona fide* religious entity); and

**WHEREAS**, the County intends to regulate such businesses as sexually oriented businesses through a narrowly tailored ordinance designed to serve its substantial government interest in protecting the health, safety, and welfare of the community, including by preventing the negative secondary effects of sexually oriented businesses; and

**WHEREAS**, the County recognizes its constitutional duty to interpret and construe its laws to comply with constitutional requirements as they are announced; and

**WHEREAS**, with the passage of any ordinance, the County and the Board of Commissioners accept as binding the applicability of general principles of criminal and civil law and procedure and the rights and obligations under the United States and Georgia Constitutions, Georgia Code, and the Georgia Rules of Civil and Criminal Procedure; and

**WHEREAS**, it is not the intent of the County to suppress any speech activities protected by the U.S. Constitution or the Georgia Constitution, but to enact legislation to further the content-neutral governmental interests of the County, to wit, the controlling of secondary effects of sexually oriented businesses.

**NOW, THEREFORE, BE IT RESOLVED** that the Cobb County Board of Commissioners adopts the findings and evidence concerning sexually oriented businesses in Section 78-320 of the Official Code of Cobb County, Georgia, as support for its regulation of such establishments.

### CERTIFICATION

The undersigned duly qualified Chairman of the Cobb County Board of Commissioners, acting on behalf of the Cobb County Board of Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Cobb County Board of Commissioners held on \_\_\_\_\_, 2020

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

\_\_\_\_\_  
Michael H. Boyce, Chairman  
Cobb County Board of Commissioners

\_\_\_\_\_  
Clerk  
Cobb County Board of Commissioners



## County Attorney's Office

H. William Rowling, Jr., County Attorney

Districts All

Item No. 5.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** H. William Rowling, Jr., County Attorney  
**DATE:** September 8, 2020

### **PURPOSE**

To approve the proposed amendments to Chapter 6 (Alcoholic Beverages), Chapter 78 (Licenses, Permits and Businesses), and Chapter 134 (Zoning) of the Official Code of Cobb County.

### **BACKGROUND**

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

The Board of Commissioners has conducted two public hearings on the proposed code amendments, August 25, 2020 and September 8, 2020. The Board of Commissioners has reviewed and considered recommendations on Chapter 134 from the Planning Commission. The Board of Commissioners has also adopted evidence and findings of secondary effects of sexually oriented businesses as set forth in the proposed Section 78-320. The Board of Commissioners may consider any of the amendments or variations of the amendments contained in the code amendment package after the conclusion of the second hearing.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners approve the proposed amendments to Chapter 6 (Alcoholic Beverages), Chapter 78 (Licenses, Permits and Businesses), and Chapter 134 (Zoning) of the Official Code of Cobb County.

## **ATTACHMENTS**

1. Code Package II, Version 2



# **2020 CODE AMENDMENTS**

## **Official Code of Cobb County Part I. Chapters 6, 78, and 134**

Package II (Version 2)  
Draft Code Amendments  
Strikethrough Version

Board of Commissioners Public Hearing Dates  
August 25, 2020 – 7:00 p.m.  
September 8, 2020 – 9:00 a.m.

Planning Commission Public Hearing Date  
September 1, 2020  
Chapter 134 only

Cobb County Government



*Cobb County...Expect the Best!*

Section 6-1 of the Official Code of Cobb County, Georgia is amended by amending the following definitions to read as follows:

*Live entertainment* means music, comedy, readings, dancing, acting or other entertainment, ~~excluding adult entertainment~~, performed on the site. This classification includes dancing by patrons to live or recorded music, but excludes live conduct characterized by nudity or semi-nudity.

*Nightclub* means an establishment which operates with its primary income generation from the sales of alcoholic beverages, and which may offer live entertainment. ~~Should any establishment defined herein provide to its patrons entertainment such that the entertainment establishment may also be classified or defined as an adult entertainment establishment pursuant to the provisions of chapter 78, article III, division 8, such establishment must additionally procure a valid license for the operation of an adult entertainment establishment in accordance and through compliance with all requirements of such article. All such nightclubs shall be equipped with air condition and shall maintain an adequate kitchen with a valid full service health department permit and with a sufficient number of servers and employees for cooking, preparing and serving food and meals for their patrons, provided that nightclubs located in hotels having dining room and kitchen facilities may be excluded from the requirement of maintaining a kitchen in connection with such nightclub; and further provided that a nightclub located in certain mixed-use developments identified in Section 6-133 is excluded from the requirement of maintaining a kitchen. The principal business of such nightclubs shall be entertainment, and the serving of food shall be incidental thereto.~~

Section 6-117(a) of the Official Code of Cobb County, Georgia is amended by adding a new subsection (a)(8) and by amending subsection (b) to read as follows:

- (a) No alcoholic beverage license may be issued where the application or other evidence shows any of the following conditions to exist:

...

- (8) That the alcoholic beverage license is sought for use at a sexually oriented business, as defined in chapter 78, article III, division 8 of this code.

- (b) Notwithstanding the circumstances set out in subsections (a)(1) through (a)(7) of this section, the license review board or the board of commissioners may waive such circumstances and grant a license. No waiver may be granted for the circumstance set out in subsection (a)(8).

Section 6-238(d) of the Official Code of Cobb County, Georgia is amended to read as follows:

- (d) Exception. Nothing contained in subparagraph (b) of this section shall apply to the premises of any theatre, concert hall, art center, museum, or similar establishment primarily devoted to the arts or theatrical performances, where the performances

that are presented are expressing matters of serious literary, artistic, scientific, or political value. The exception contained in this subparagraph (d) shall not apply to any sexually oriented business.

**Chapter 78, Article III, Division 8 of the Official Code of Cobb County, Georgia, is replaced in its entirety and amended to read as follows:**

**CHAPTER 78 – LICENSES, PERMITS AND BUSINESSES**

**ARTICLE III. – SPECIAL LICENSES AND REGULATORY FEES**

**DIVISION 8. - SEXUALLY ORIENTED BUSINESSES**

**Sec. 78-320. - Purpose; findings and rationale.**

- (a) *Purpose.* It is the purpose of this division to regulate sexually oriented businesses in order to promote the health, safety, and general welfare of the citizens of the County, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of sexually oriented businesses within the County. The provisions of this division have neither the purpose nor effect of imposing a limitation or restriction on the content or reasonable access to any communicative materials, including sexually oriented materials. Similarly, it is neither the intent nor effect of this division to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this division to condone or legitimize the distribution of obscene material.
- (b) *Findings and Rationale.* Based on evidence of the adverse secondary effects of adult uses presented in hearings and in reports made available to the Board of Commissioners, and on findings, interpretations, and narrowing constructions incorporated in the cases of *City of Littleton v. Z.J. Gifts D-4, L.L.C.*, 541 U.S. 774 (2004); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *City of Erie v. Pap's A.M.*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 427 U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *N.Y. State Liquor Authority v. Bellanca*, 452 U.S. 714 (1981); *Sewell v. Georgia*, 435 U.S. 982 (1978); *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215 (1990); *City of Dallas v. Stanglin*, 490 U.S. 19 (1989); and *Stardust, 3007 LLC v. City of Brookhaven*, 899 F.3d 1164 (11th Cir. 2018); *HH-Indianapolis, LLC v. Consol. City of Indianapolis/Marion County*, 889 F.3d 432 (7th Cir. 2018); *HH-Indianapolis, LLC v. Consol. City of Indianapolis/Marion County*, 265 F. Supp. 3d 873 (S.D. Ind. 2017); *Flanigan's Enters., Inc. v. City of Sandy Springs*, 703 F. App'x 929 (11th Cir. 2017); *Stardust 3007, LLC v. City of Brookhaven*, 348 Ga. App. 711 (2019); *Maxim Cabaret, Inc. v. City of Sandy Springs*, 304 Ga. 187 (2018); *Oasis Goodtime Emporium I, Inc. v. City of Doraville*, 297 Ga. 513 (2015); *Trop, Inc. v. City of Brookhaven*, 296 Ga. 85 (2014); *Goldrush II v. City of Marietta*, 267 Ga. 683 (1997); *Flanigan's Enters., Inc. v. Fulton County*, 596 F.3d 1265 (11th Cir. 2010); *Peek-a-Boo Lounge v. Manatee County*, 630 F.3d 1346 (11th Cir. 2011); *Daytona Grand, Inc. v. City of*

Daytona Beach, 490 F.3d 860 (11th Cir. 2007); Jacksonville Property Rights Ass'n, Inc. v. City of Jacksonville, 635 F.3d 1266 (11th Cir. 2011); Artistic Entertainment, Inc. v. City of Warner Robins, 331 F.3d 1196 (11th Cir. 2003); Artistic Entertainment, Inc. v. City of Warner Robins, 223 F.3d 1306 (11th Cir. 2000); Williams v. Morgan, 478 F.3d 1316 (11th Cir. 2007); Gary v. City of Warner Robins, 311 F.3d 1334 (11th Cir. 2002); Ward v. County of Orange, 217 F.3d 1350 (11th Cir. 2002); Boss Capital, Inc. v. City of Casselberry, 187 F.3d 1251 (11th Cir. 1999); David Vincent, Inc. v. Broward County, 200 F.3d 1325 (11th Cir. 2000); Sammy's of Mobile, Ltd. v. City of Mobile, 140 F.3d 993 (11th Cir. 1998); Lady J. Lingerie, Inc. v. City of Jacksonville, 176 F.3d 1358 (11th Cir. 1999); This That And The Other Gift and Tobacco, Inc. v. Cobb County, 285 F.3d 1319 (11th Cir. 2002); DLS, Inc. v. City of Chattanooga, 107 F.3d 403 (6th Cir. 1997); Grand Faloon Tavern, Inc. v. Wicker, 670 F.2d 943 (11th Cir. 1982); International Food & Beverage Systems v. Ft. Lauderdale, 794 F.2d 1520 (11th Cir. 1986); 5634 E. Hillsborough Ave., Inc. v. Hillsborough County, 2007 WL 2936211 (M.D. Fla. Oct. 4, 2007), *aff'd*, 2008 WL 4276370 (11th Cir. Sept. 18, 2008) (per curiam); Fairfax MK, Inc. v. City of Clarkston, 274 Ga. 520 (2001); Morrison v. State, 272 Ga. 129 (2000); Flippen Alliance for Community Empowerment, Inc. v. Brannan, 601 S.E.2d 106 (Ga. Ct. App. 2004); Oasis Goodtime Emporium I, Inc. v. DeKalb County, 272 Ga. 887 (2000); Chamblee Visuals, LLC v. City of Chamblee, 270 Ga. 33 (1998); World Famous Dudley's Food & Spirits, Inc. v. City of College Park, 265 Ga. 618 (1995); Airport Bookstore, Inc. v. Jackson, 242 Ga. 214 (1978); Entm't Prods., Inc. v. Shelby County, 721 F.3d 729 (6th Cir. 2013); Lund v. City of Fall River, 714 F.3d 65 (1st Cir. 2013); Imaginary Images, Inc. v. Evans, 612 F.3d 736 (4th Cir. 2010); LLEH, Inc. v. Wichita County, 289 F.3d 358 (5th Cir. 2002); Ocello v. Koster, 354 S.W.3d 187 (Mo. 2011); 84 Video/Newsstand, Inc. v. Sartini, 2011 WL 3904097 (6th Cir. Sept. 7, 2011); Plaza Group Properties, LLC v. Spencer County Plan Commission, 877 N.E.2d 877 (Ind. Ct. App. 2007); East Brooks Books, Inc. v. Shelby County, 588 F.3d 360 (6th Cir. 2009); Entm't Prods., Inc. v. Shelby County, 588 F.3d 372 (6th Cir. 2009); Sensations, Inc. v. City of Grand Rapids, 526 F.3d 291 (6th Cir. 2008); World Wide Video of Washington, Inc. v. City of Spokane, 368 F.3d 1186 (9th Cir. 2004); Ben's Bar, Inc. v. Village of Somerset, 316 F.3d 702 (7th Cir. 2003); H&A Land Corp. v. City of Kennedale, 480 F.3d 336 (5th Cir. 2007); Hang On, Inc. v. City of Arlington, 65 F.3d 1248 (5th Cir. 1995); Fantasy Ranch, Inc. v. City of Arlington, 459 F.3d 546 (5th Cir. 2006); Illinois One News, Inc. v. City of Marshall, 477 F.3d 461 (7th Cir. 2007); G.M. Enterprises, Inc. v. Town of St. Joseph, 350 F.3d 631 (7th Cir. 2003); Richland Bookmart, Inc. v. Knox County, 555 F.3d 512 (6th Cir. 2009); Bigg Wolf Discount Video Movie Sales, Inc. v. Montgomery County, 256 F. Supp. 2d 385 (D. Md. 2003); Richland Bookmart, Inc. v. Nichols, 137 F.3d 435 (6th Cir. 1998); Spokane Arcade, Inc. v. City of Spokane, 75 F.3d 663 (9th Cir. 1996); DCR, Inc. v. Pierce County, 964 P.2d 380 (Wash. Ct. App. 1998); City of New York v. Hommes, 724 N.E.2d 368 (N.Y. 1999); Taylor v. State, No. 01-01-00505-CR, 2002 WL 1722154 (Tex. App. July 25, 2002); Fantasyland Video, Inc. v. County of San Diego, 505 F.3d 996 (9th Cir. 2007); U.S. v. Baston, 818 F.3d 651 (11th Cir. 2016); Johnson v. California State Bd. of Accountancy, 72 F.3d 1427 (9th Cir. 1995); Spencer v. World Vision, Inc., 633 F.3d 723 (9th Cir. 2010); Gammoh v. City of La Habra, 395 F.3d 1114 (9th Cir. 2005); Starship Enters. of Atlanta, Inc. v. Coweta County, No. 3:09-CV-123, R. 41 (N.D. Ga. Feb. 28, 2011); High Five Investments, LLC v. Floyd County, No. 4:06-CV-190, R. 128 (N.D. Ga. Mar. 14, 2008); 10950 Retail, LLC v. Fulton County, No. 1:06-CV-1923, R. 62 Order (N.D.



Ga. Dec. 21, 2006); 10950 Retail, LLC v. Fulton County, No. 1:06-CV-1923, R. 84 Contempt Order (N.D. Ga. Jan. 4, 2007); Z.J. Gifts D-4, L.L.C. v. City of Littleton, Civil Action No. 99-N-1696, Memorandum Decision and Order (D. Colo. March 31, 2001); People ex rel. Deters v. The Lion's Den, Inc., Case No. 04-CH-26, Modified Permanent Injunction Order (Ill. Fourth Judicial Circuit, Effingham County, July 13, 2005); Reliable Consultants, Inc. v. City of Kennedale, No. 4:05-CV-166-A, Findings of Fact and Conclusions of Law (N.D. Tex. May 26, 2005); Starship Enterprises of Atlanta, Inc. v. Gwinnett County, No. 17A-00699-1 (Order Granting Summary Judgment and Permanent Injunction, Jan. 12, 2018);

and based upon reports concerning secondary effects occurring in and around sexually oriented businesses, including, but not limited to, "Correlates of Current Transactional Sex among a Sample of Female Exotic Dancers in Baltimore, MD," *Journal of Urban Health* (2011); "Does the Presence of Sexually Oriented Businesses Relate to Increased Levels of Crime?" *Crime & Delinquency* (2012) (Louisville, KY); Metropolis, Illinois – 2011-12; Manatee County, Florida – 2007; Hillsborough County, Florida – 2006; Clarksville, Indiana – 2009, 2013-2019; El Paso, Texas – 2008; Memphis, Tennessee – 2006; New Albany, Indiana – 2009; Louisville, Kentucky – 2004; Fulton County, GA – 2001; Chattanooga, Tennessee – 1999-2003; Jackson County, Missouri – 2008; Ft. Worth, Texas – 2004; Kennedale, Texas – 2005; Greensboro, North Carolina – 2003; Dallas, Texas – 1997; Houston, Texas – 1997, 1983; Phoenix, Arizona – 1995-98, 1979; Tucson, Arizona – 1990; Spokane, Washington – 2001; St. Cloud, Minnesota – 1994; Austin, Texas – 1986; Indianapolis, Indiana – 1984; Garden Grove, California – 1991; Los Angeles, California – 1977; Whittier, California – 1978; Oklahoma City, Oklahoma – 1986; New York, New York Times Square – 1994; the Report of the Attorney General's Working Group On The Regulation Of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota); Dallas, Texas – 2007; "Rural Hotspots: The Case of Adult Businesses," *19 Criminal Justice Policy Review* 153 (2008); "Stripclubs According to Strippers: Exposing Workplace Sexual Violence," by Kelly Holsopple, Program Director, Freedom and Justice Center for Prostitution Resources, Minneapolis, Minnesota; "Sexually Oriented Businesses: An Insider's View," by David Sherman, presented to the Michigan House Committee on Ethics and Constitutional Law, Jan. 12, 2000; Sex Store Statistics and Articles; Indianapolis / Marion County Board of Zoning Appeals Documents; Law Enforcement and Private Investigator Affidavits (Adult Cabarets in Forest Park, GA and Sandy Springs, GA); DeKalb County Testimony and Reports – 2014; and Strip Club-Trafficking Documents, the Board of Commissioners finds:

- (1) Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, personal and property crimes, human trafficking, prostitution, potential spread of disease, lewdness, public indecency, obscenity, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, litter, and sexual assault and exploitation. Alcohol consumption impairs judgment and lowers inhibitions, thereby increasing the risk of adverse secondary effects.
- (2) Sexually oriented businesses should be separated from sensitive land uses to minimize the impact of their secondary effects upon such uses, and should be separated from other sexually oriented businesses, to minimize the secondary effects associated with

such uses and to prevent an unnecessary concentration of sexually oriented businesses in one area.

- (3) Each of the foregoing negative secondary effects constitutes a harm which the County has a substantial government interest in preventing and/or abating. The County's interest in regulating sexually oriented businesses extends to preventing future secondary effects of either current or future sexually oriented businesses that may locate in the County. The County finds that the cases and documentation relied on in this division are reasonably believed to be relevant to said secondary effects.

The County hereby adopts and incorporates herein its stated findings and legislative record related to the adverse secondary effects of sexually oriented businesses, including the judicial opinions and reports related to such secondary effects.

**Sec. 78-321. - Definitions.**

For purposes of this division, the words and phrases defined in the sections hereunder shall have the meanings therein respectively ascribed to them unless a different meaning is clearly indicated by the context.

*Adult arcade* means a commercial establishment to which the public is permitted or invited that maintains booths or rooms smaller than 100 square feet, wherein image-producing devices are regularly maintained, and where a fee is charged to access the booths or rooms or to view the images displayed on the image-producing devices.

*Adult bookstore* means a commercial establishment which, as one of its principal business activities, offers for sale or rental for any form of consideration any one or more of the following: books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, compact discs, digital video discs, slides, or other visual representations which are characterized by their emphasis upon the display of "specified sexual activities" or "specified anatomical areas." A "principal business activity" exists where the commercial establishment meets any one or more of the following criteria:

- (a) At least 25 percent of the establishment's displayed merchandise consists of said items; or
- (b) At least 25 percent of the establishment's revenues derive from the sale or rental, for any form of consideration, of said items; or
- (c) The establishment maintains at least 25 percent of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in "floor space" maintained for the display, sale, or rental of said items); or
- (d) The establishment maintains at least five hundred square feet (500 sq. ft.) of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in "floor space" maintained for the display, sale, or rental of said items); or
- (e) The establishment regularly offers for sale or rental at least five hundred (500) of said items; or



- (f) The establishment regularly makes said items available for sale or rental and holds itself out, in any medium, as an establishment that caters to adult sexual interests.

*Adult cabaret* means a nightclub, bar, juice bar, restaurant, bottle club, or similar commercial establishment that regularly offers live semi-nude conduct. No establishment shall avoid classification as an adult cabaret by offering nude conduct.

*Adult motion picture theater* means a commercial establishment to which the public is permitted or invited that maintains viewing rooms that are 100 square feet or larger wherein where films or videos characterized by their emphasis upon “specified sexual activities” or “specified anatomical areas” are regularly shown.

*Characterized by* means describing the essential character or quality of an item. As applied in this division, no business shall be classified as a sexually oriented business by virtue of showing, selling, or renting materials rated NC-17 or R by the Motion Picture Association of America.

*Church* means a place where persons regularly assemble for religious worship.

*County* means Cobb County, Georgia.

*Director* means the Director of the Cobb County Community Development Agency or his or her designee.

*Employ, employee, and employment* describe and pertain to any person who works or engages in activity for pay on the premises of a sexually oriented business, on a full time, part time, temporary, or contract basis, regardless of whether the person is denominated an employee, independent contractor, agent, lessee, or otherwise. Employee does not include a person exclusively on the premises for repair or maintenance of the premises or for the delivery of goods to the premises.

*Floor space* means the floor area inside an establishment that is visible or accessible to patrons for any reason, excluding restrooms.

*Hearing officer* means an attorney, not an employee of the County, who is licensed to practice law in Georgia, and retained to serve as an independent tribunal to conduct hearings under this division.

*Hospital* means a building or portion thereof designed and used for therapeutic treatment of bed patients who are physically or mentally ill.

*Influential interest* means the actual power to control or influence the operation, management, or policies of the sexually oriented business or legal entity which operates the sexually oriented business. An individual is deemed to have an “influential interest” if he or she (1) is the on-site general manager of the sexually oriented business, (2) owns a financial interest of 30 percent or more of a business or of any class of voting securities of a business, or (3) holds an office (e.g., president, vice president, secretary, treasurer, managing member, managing director, etc.) in a legal entity which operates the sexually oriented business.

*Licensee* means a person in whose name a license to operate a sexually oriented business has been issued, as well as the individual or individuals listed as an applicant on the application for a sexually oriented business license. In the case of an employee, it shall mean the person in whose name the sexually oriented business employee license has been issued.

*Nudity or nude conduct* means the showing of the human male or female genitals, pubic area, vulva, or anus with less than a fully opaque covering, or the showing of the female breast with less than a fully opaque covering of any part of the nipple and areola. For purposes of this division, a “fully opaque covering” must be non-flesh colored, shall not consist of any substance that can be washed or peeled off the skin (such as paint, make-up, or latex), and shall not simulate the appearance of the anatomical area that it covers.

*Operate* means to cause to function or to put or keep in a state of doing business.

*Operator* means any person on the premises of a sexually oriented business who manages, supervises, or controls the business or a portion thereof. A person may be found to be an operator regardless of whether such person is an owner, part owner, or licensee of the business.

*Package store* means a business establishment whose primary business activity is the retail sale of alcoholic beverages by the package.

*Park* means any lands or facility owned, operated, controlled or managed by any county, city or federal government or any governmental entity in and upon which recreational activities or places are provided for the recreation and enjoyment of the general public.

*Person* means an individual, proprietorship, partnership, corporation, association, or other legal entity.

*Premises* means the real property upon which the sexually oriented business is located, and all appurtenances thereto and buildings thereon, including, but not limited to, the sexually oriented business, the grounds, private walkways, and parking lots and/or parking garages adjacent thereto, under the ownership, control, or supervision of the sexually oriented business.

*Regional shopping mall (enclosed)* means a group of retail and other commercial establishments that is planned, developed, and managed as a single property, with on-site parking provided around the perimeter of the shopping center, and that is generally at least forty acres in size and flanked by two or more large “anchor” stores, such as department stores. The common walkway or “mall” is enclosed, climate-controlled and lighted, usually with an inward orientation of the stores facing the walkway.

*Regularly* means the consistent and repeated doing of an act on an ongoing basis.

*Residence* means a house, apartment, mobile home, boardinghouse or roominghouse, duplex or other multifamily housing for human dwelling, or any property zoned therefor.

*School* means state, county, city, church or other schools, public or private, as teach the subjects commonly taught in the common schools of this state, and vocational schools, colleges, post-high-school learning centers, kindergartens and day care centers for persons of all ages.

*Semi-nude or semi-nudity* means the showing of the female breast below a horizontal line across the top of the areola and extending across the width of the breast at that point, or the showing of the male or female buttocks. This definition shall include the lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breasts exhibited by a bikini, dress, blouse, shirt, leotard, or similar wearing apparel provided the areola is not exposed in whole or in part.

*Sexual device* means any three dimensional object designed for stimulation of the male or female human genitals, anus, buttocks, nipple, or for sadomasochistic use or abuse of oneself or

others and shall include devices commonly known as dildos, vibrators, penis pumps, cock rings, anal beads, butt plugs, nipple clamps, and physical representations of the human genital organs. Nothing in this definition shall be construed to include devices primarily intended for protection against sexually transmitted diseases or for preventing pregnancy.

*Sexual device shop* means a commercial establishment:

- (a) where more than 100 sexual devices are regularly made available for sale or rental; or
- (b) where sexual devices are regularly made available for sale or rental and the establishment regularly gives special prominence to sexual devices (e.g., by using lighted display cases for sexual devices, having a room or discrete area of the establishment significantly devoted to sexual devices, positioning sexual devices near cash registers or similar points of sale, hosting events focused on sexual devices, or holding itself out to the public as a place that focuses on sexual devices).

This definition shall not be construed to include any establishment located within an enclosed regional shopping mall, an establishment containing a pharmacy that employs a licensed pharmacist to fill prescriptions on the premises, or an establishment primarily dedicated to providing durable medical equipment.

*Sexually oriented business* means an adult arcade, an adult bookstore, and adult cabaret, an adult motion picture theater, or a sexual device shop.

*Specified anatomical areas* means and includes:

- (a) Less than completely and opaquely covered human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola; and
- (b) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

*Specified criminal activity* means any of the following specified crimes for which less than five years has elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date:

- (a) Rape, child molestation, sexual assault, sexual battery, aggravated sexual assault, aggravated sexual battery, or public indecency;
- (b) Prostitution, keeping a place of prostitution, pimping, or pandering;
- (c) Obscenity, disseminating or displaying matter harmful to a minor, or use of minor in sexual performance;
- (d) Any offense related to any sexually-oriented business, including controlled substance offenses, tax violations, racketeering, crimes involving sex, crimes involving prostitution, or crimes involving obscenity;
- (e) Any attempt, solicitation, or conspiracy to commit one of the foregoing offenses; or
- (f) Any offense in another jurisdiction that, had the predicate act(s) been committed in Georgia, would have constituted any of the foregoing offenses.

*Specified sexual activity* means any of the following:

- (a) Intercourse, oral copulation, masturbation or sodomy; or
- (b) Excretory functions as a part of or in connection with any of the activities described in subsection (a) of this definition.

*Transfer of ownership or control* of a sexually oriented business means any of the following:

- (a) The sale, lease, or sublease of the business;
- (b) The transfer of securities which constitute an influential interest in the business, whether by sale, exchange, or similar means; or
- (c) The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

*Viewing room* means the room or booth where a patron of a sexually oriented business would ordinarily be positioned while watching a film, videocassette, digital video disc, or other video on an image-producing device.

**Sec. 78-322. - License required.**

- (a) Sexually Oriented Business License. It shall be unlawful for any person to operate a sexually oriented business in the County without a valid sexually oriented business license.
- (b) Employee License. It shall be unlawful for any person to be an employee, as defined in this division, of a sexually oriented business in the County without a valid sexually oriented business employee license, except that a person who is a licensee under a valid sexually oriented business license shall not be required to also obtain a sexually oriented business employee license. It shall be unlawful for any person who operates a sexually oriented business to employ a person at the establishment who does not have a valid sexually oriented business employee license.
- (c) Application. An applicant for a sexually oriented business license or a sexually oriented business employee license shall file in person at the office of the Community Development Agency (or other office designated by the Director) a completed application made on a form provided by the Director. A sexually oriented business may designate an individual with an influential interest in the business to file its application for a sexually oriented business license in person on behalf of the business. The application shall be signed as required by subsection (d) herein and shall be notarized. An application shall be considered complete when it contains, for each person required to sign the application, the information and/or items required in this subsection (c), accompanied by the appropriate license fee:
  - (1) The applicant's full legal name and any other names used by the applicant in the preceding five (5) years.
  - (2) Current business address or another mailing address for the applicant.
  - (3) Written proof of age, in the form of a driver's license, a picture identification document containing the applicant's date of birth issued by a governmental agency, or a copy of a birth certificate accompanied by a picture identification document issued by a governmental agency.



- (4) If the application is for a sexually oriented business license, the business name, location, legal description, mailing address and phone number of the sexually oriented business.
- (5) If the application is for a sexually oriented business license, the name and business address of the statutory agent or other agent authorized to receive service of process.
- (6) A statement of whether an applicant has been convicted of or has pled guilty or nolo contendere to a specified criminal activity as defined in this division, and if so, each specified criminal activity involved, including the date, place, and jurisdiction of each as well as the dates of conviction and release from confinement, where applicable.
- (7) A statement of whether any sexually oriented business in which an applicant has had an influential interest, has, in the previous five (5) years, and at a time during which the applicant had the influential interest:
  - (i) Been found by a court of law to have been operating unlawfully;
  - (ii) Been enjoined from engaging in conduct prohibited by law;
  - (iii) Been held in contempt of court for operating contrary to a court order;
  - (iv) Been declared by a court of law to be a nuisance; or
  - (v) Been subject to an order of closure.
- (8) An application for a sexually oriented business license shall be accompanied by a legal description of the property where the business is located and a sketch or diagram showing the configuration of the premises, including a statement of total floor area occupied by the business and a statement of floor area visible or accessible to patrons for any reason, excluding restrooms. The sketch or diagram need not be professionally prepared but shall be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six (6) inches. Applicants who are required to comply with the stage, booth, and/or room configuration requirements of this division shall submit a diagram indicating that the setup and configuration of the premises meets the requirements of the applicable regulations. See Sections 78-332 and 78-336. The Director may waive the requirements of this subsection (8) for a renewal application if the applicant adopts a legal description and a sketch or diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.
- (9) A signed and sworn affidavit verifying the applicant's lawful presence in the United States as required by O.C.G.A. § 50-36-1. If the applicant is a partnership, limited liability company, corporation, or other legal entity, a signed and sworn affidavit verifying the lawful presence of each individual that executes the application on behalf of the applicant. With regard to a renewal application, if an individual has previously complied with the requirements of this subsection (9), the Director may waive the requirements of this subsection for that individual.
- (10) If the application is for a sexually oriented business license, a signed and sworn affidavit attesting that the establishment either uses the federal work authorization program in accordance with federal regulations or that the applicant employs fewer than 11 people or otherwise does not fall within the requirements of O.C.G.A. § 36-60-6.

- (11) If the application is for a sexually oriented business employee license, the name and address of the establishment where the applicant intends to use the employee license.

The information provided pursuant to this subsection (c) shall be supplemented in writing by certified mail, return receipt requested, to the Director within ten (10) working days of a change of circumstances which would render the information originally submitted false or incomplete.

- (d) **Signature.** A person who seeks a sexually oriented business employee license under this section shall sign the application for a license. If a person who seeks a sexually oriented business license under this section is an individual, he shall sign the application for a license as applicant. If a person who seeks a sexually oriented business license is other than an individual, each person with an influential interest in the sexually oriented business or in a legal entity that controls the sexually oriented business shall sign the application for a license as applicant. Each applicant must be qualified under this division and each applicant shall be considered a licensee if a license is granted.
- (e) The information provided by an applicant in connection with an application for a license under this division shall be maintained by the office of the Director on a confidential basis, and such information may be disclosed only as may be required, and only to the extent required, by governing law or court order. Any information protected by the right to privacy as recognized by state or federal law shall be redacted prior to such disclosure.

**Sec. 78-323. - Issuance of license.**

- (a) **Sexually Oriented Business License.** Upon the filing of a completed application for a sexually oriented business license, the applicant shall be considered to hold a Temporary License if the completed application is from a sexually oriented business that was lawfully commenced, and is lawfully operating, in the County and the completed application indicates that the applicant is entitled to an annual sexually oriented business license. The Temporary License shall expire upon the final decision of the County to deny or grant an annual license. Within thirty (30) days of the filing of a completed sexually oriented business license application, the Director shall either issue a license to the applicant or issue a written notice of intent to deny a license to the applicant. The Director shall issue a license unless:
- (1) An applicant is less than eighteen (18) years of age.
  - (2) An applicant has failed to provide information required by this division for issuance of a license or has falsely answered a question or request for information on the application form.
  - (3) The license fee required by this division has not been paid.
  - (4) The sexually oriented business, as defined herein, is not in compliance with the interior configuration requirements of this division.
  - (5) The sexually oriented business, as defined herein, is not in compliance with Section 78-338 of this division or the location requirements in Chapter 134 of the Official Code of Cobb County.



- (6) Any sexually oriented business in which an applicant has had an influential interest, has, in the previous five (5) years, and at a time during which the applicant had the influential interest:
    - (i) Been found by a court of law to have been operating unlawfully;
    - (ii) Been enjoined from engaging in conduct prohibited by law;
    - (iii) Been held in contempt of court for operating contrary to a court order;
    - (iv) Been declared by a court of law to be a nuisance; or
    - (v) Been subject to an order of closure.
  - (7) An applicant has been convicted of or pled guilty or nolo contendere to a specified criminal activity, as defined in this division.
  - (8) An applicant has, in the previous five (5) years, engaged in any misrepresentation of fact, or omission of material fact, concerning the nature of the business for which the license is sought.
- (b) Employee License. Upon the filing of a completed application for a sexually oriented business employee license, the applicant shall be considered to hold a Temporary License if the applicant seeks licensure to work in a licensed sexually oriented business and the completed application indicates that the applicant is entitled to an annual sexually oriented business employee license. The Temporary License shall expire upon the final decision of the County to deny or grant an annual license. Within thirty (30) days of the filing of a completed sexually oriented business employee license application, the Director shall either issue a license to the applicant or issue a written notice of intent to deny a license to the applicant. The Director shall issue a license unless:
- (1) The applicant is less than 18 years of age.
  - (2) The applicant has failed to provide information as required by this division for issuance of a license or has falsely answered a question or request for information on the application form.
  - (3) The license fee required by this division has not been paid.
  - (4) Any sexually oriented business in which the applicant has had an influential interest, has, in the previous five (5) years, and at a time during which the applicant had the influential interest:
    - (i) Been found by a court of law to have been operating unlawfully;
    - (ii) Been enjoined from engaging in conduct prohibited by law;
    - (iii) Been held in contempt of court for operating contrary to a court order;
    - (iv) Been declared by a court of law to be a nuisance; or
    - (v) Been subject to an order of closure.
  - (5) The applicant has been convicted of or pled guilty or nolo contendere to a specified criminal activity, as defined in this division.

- (6) The applicant has expressed the intent to use the sexually oriented business employee license at an establishment that is not licensed by the County to operate a sexually oriented business.
- (c) The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the issued license number and its expiration date, and, if the license is for a sexually oriented business, the address of the sexually oriented business. The sexually oriented business license shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that it may be read at any time that the business is occupied by patrons or is open to the public. A sexually oriented business employee shall keep the employee's license on his or her person or on the premises where the licensee is then working.
- (d) No license under this division shall be considered valid if the applicant submitted false information to obtain the license.

**Sec. 78-324. - Fees.**

The fees for sexually oriented business licenses and sexually oriented business employee licenses shall be as set forth in the schedule of fees as adopted by the board of commissioners.

**Sec. 78-325. - Inspection.**

Sexually oriented businesses and sexually oriented business employees shall permit the Director and his or her agents to inspect, from time to time on an occasional basis, the portions of the sexually oriented business premises where patrons are permitted, for the purpose of ensuring compliance with the specific regulations of this division, during those times when the sexually oriented business is occupied by patrons or is open to the public. This section shall be narrowly construed to authorize only reasonable inspections of the licensed premises pursuant to this division.

**Sec. 78-326. - Expiration and renewal of license.**

- (a) Each license shall remain valid for a period of one calendar year from the date of issuance unless otherwise suspended or revoked. Such license may be renewed only by making application and payment of a fee as provided in this division. When a renewal license is issued, it shall become effective the day after the previous license expires and shall remain valid for a period of one calendar year from its effective date unless otherwise suspended or revoked.
- (b) Application for renewal of an annual license should be made at least ninety (90) days before the expiration date of the current annual license, and when made less than ninety (90) days before the expiration date, the expiration of the current license will not be affected.

**Sec. 78-327. - Suspension.**

- (a) The Director shall issue a written notice of intent to suspend a sexually oriented business license for a period not to exceed thirty (30) days if the sexually oriented business licensee has knowingly or recklessly violated this division or has knowingly or recklessly allowed an employee or any other person to violate this division.

- (b) The Director shall issue a written notice of intent to suspend a sexually oriented business employee license for a period not to exceed thirty (30) days if the employee licensee has knowingly or recklessly violated this division.

**Sec. 78-328. - Revocation.**

- (a) The Director shall issue a written notice of intent to revoke a sexually oriented business license or a sexually oriented business employee license, as applicable, if the licensee knowingly or recklessly violates this division or has knowingly or recklessly allowed an employee or any other person to violate this division and a suspension of the licensee's license has become effective within the previous twelve-month (12-mo.) period.
- (b) The Director shall issue a written notice of intent to revoke a sexually oriented business license or a sexually oriented business employee license, as applicable, if:
  - (1) The licensee has knowingly given false information in the application for the sexually oriented business license or the sexually oriented business employee license;
  - (2) The licensee has failed to meet or maintain the qualifications to be issued or to hold the license;
  - (3) The licensee has knowingly or recklessly engaged in or allowed possession, use, or sale of controlled substances on the premises of the sexually oriented business;
  - (4) The licensee has knowingly or recklessly engaged in or allowed prostitution on the premises of the sexually oriented business;
  - (5) The licensee knowingly or recklessly operated the sexually oriented business during a period of time when the license was finally suspended or revoked;
  - (6) The licensee has knowingly or recklessly engaged in or allowed any specified sexual activity or specified criminal activity to occur in or on the premises of the sexually oriented business;
  - (7) The licensee has knowingly or recklessly allowed a person under the age of twenty-one (21) years to consume alcohol on the premises of the sexually oriented business;
  - (8) The licensee has knowingly or recklessly allowed a person under the age of eighteen (18) years to appear in a semi-nude condition or in a state of nudity on the premises of the sexually oriented business; or
  - (9) The licensee has knowingly or recklessly allowed three (3) or more violations of this division within a twelve-month period.
- (c) The fact that any relevant conviction is being appealed shall have no effect on the revocation of the license, provided that, if any conviction which serves as a basis of a license revocation is overturned or reversed on appeal, that conviction shall be treated as null and of no effect for revocation purposes.
- (d) When, after the notice and hearing procedure described in this division, the County revokes a license, the revocation shall continue for one (1) year and the licensee shall not be issued a sexually oriented business license or sexually oriented business employee license for one (1) year from the date revocation becomes effective.

**Sec. 78-329. - Hearing; license denial, suspension, revocation; appeal.**

- (a) When the Director issues a written notice of intent to deny, suspend, or revoke a license, the Director shall immediately send such notice, which shall state the grounds under this division for such action, to the applicant or licensee by personal delivery or certified mail. The notice shall be directed to the most current business address or other mailing address on file with the Director for the applicant or licensee. The notice shall also set forth the following: The applicant or licensee shall have ten (10) days after the delivery of the written notice to submit, at the office of the Director, a written request for a hearing. If the applicant or licensee does not request a hearing within said ten (10) days, the Director's written notice shall become a final denial, suspension, or revocation, as the case may be, on the fifteenth (15th) day after it is delivered to the applicant or licensee.
- (b) If the applicant or licensee (hereafter, "petitioner") does make a written request for a hearing within said ten (10) days, then the Director shall, within ten (10) days after the submission of the request, send a notice to the petitioner indicating the date, time, and place of the hearing. The hearing shall be conducted not less than ten (10) days nor more than twenty (20) days after the date that the hearing notice is issued. The hearing may be transcribed by either party.
- (c) At the hearing, the petitioner shall have the opportunity to present all relevant arguments and to be represented by counsel, present evidence and witnesses on his or her behalf, and cross-examine any of the Director's witnesses. The Director may also be represented by counsel, present evidence and witnesses, and cross-examine any of the petitioner's witnesses. The hearing shall take no longer than one (1) day, unless extended at the request of the petitioner to meet the requirements of due process and proper administration of justice. The Hearing Officer shall affirm the Director's licensing decision if any substantial evidence in the record at the hearing supports any of the grounds set forth in the written notice of intent to deny, suspend, or revoke. The Hearing Office shall issue a final written decision, including specific reasons for the decision pursuant to this division, to the petitioner within five (5) days after the hearing.
- (d) If the decision is to deny, suspend, or revoke the license, the decision shall advise the petitioner of the right to appeal such decision to a court of competent jurisdiction, and the decision shall not become effective until the tenth (10th) day after it is rendered. If the Hearing Officer's decision finds that there is no substantial evidence to support the Director's licensing decision, the Hearing Officer shall, contemporaneously with the issuance of the decision, order the Director to immediately withdraw the intent to deny, suspend, or revoke the license and to notify the petitioner in writing by certified mail of such action. If the petitioner is not yet licensed, the Director shall contemporaneously therewith issue the license to the applicant.
- (e) If any court action challenging a licensing decision is initiated, the County shall consent to expedited briefing and/or disposition of the action, shall comply with any expedited schedule set by the court, and shall facilitate prompt judicial review of the proceedings. The following shall apply to any sexually oriented business that is lawfully operating as a sexually oriented business, or any sexually oriented business employee that is lawfully employed as a sexually oriented business employee, on the date on which the completed business or employee application, as applicable, is filed with the Director: Upon the filing of

any court action to appeal, challenge, restrain, or otherwise enjoin the County's enforcement of any denial, suspension, or revocation of a license, the Director shall immediately issue the petitioner a Provisional License. The Provisional License shall allow the petitioner to continue operation of the sexually oriented business or to continue employment as a sexually oriented business employee and will expire upon the court's entry of a judgment on the petitioner's appeal or other action to restrain or otherwise enjoin the County's enforcement. While a Provisional License is in effect, the provisional licensee shall comply with the regulations set forth in Sections 78-325, 78-331, 78-332, 78-333, and 78-336, and any violations thereof shall be subject to the provisions of Section 78-334.

**Sec. 78-330. - Transfer of license.**

A licensee shall not transfer his or her license to another, nor shall a licensee operate a sexually oriented business under the authority of a license at any place other than the address designated in the sexually oriented business license application.

**Sec. 78-331. - Hours of operation.**

No sexually oriented business shall be or remain open for business between 12:00 midnight and 6:00 a.m. on any day.

**Sec. 78-332. - Regulations pertaining to operation of adult arcade or adult motion picture theater.**

- (a) A person who operates or causes to be operated an adult arcade or adult motion picture theater shall comply with the following requirements:
- (1) Each application for a sexually oriented business license shall contain a diagram of the premises showing the location of all operator's stations, booths or viewing rooms, overhead lighting fixtures, and restrooms, and shall designate all portions of the premises in which patrons will not be permitted. The diagram shall also designate the place at which the license will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram shall be oriented to the north or to some designated street or object and shall be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six inches. The Director may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.
  - (2) It shall be the duty of the operator, and of any employees present on the premises, to ensure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted.
  - (3) The interior premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than five (5.0) foot candles as measured at the floor level. It shall be the duty of the operator, and of any employees present on the premises, to ensure that the illumination described above is maintained at all times that the premises is occupied by patrons or open for business.



- (4) It shall be the duty of the operator, and of any employees present on the premises, to ensure that no specified sexual activity occurs in or on the premises.
  - (5) It shall be the duty of the operator to post conspicuous signs in well-lighted entry areas of the business stating all of the following:
    - (i) That the occupancy of viewing rooms less than 100 square feet is limited to one person.
    - (ii) That specified sexual activity on the premises is prohibited.
    - (iii) That the making of openings between viewing rooms is prohibited.
    - (iv) That violators will be required to leave the premises.
    - (v) That violations of these regulations are unlawful.
  - (6) It shall be the duty of the operator to enforce the regulations articulated in subsections (5)(i) through (iv) of this section.
  - (7) The interior of the premises shall be configured in such a manner that there is an unobstructed view from an operator's station of every area of the premises, including the interior of each viewing room but excluding restrooms, to which any patron is permitted access for any purpose. An operator's station shall not exceed thirty-two (32) square feet of floor area. If the premises has two (2) or more operator's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose, excluding restrooms, from at least one of the operator's stations. The view required in this paragraph must be by direct line of sight from the operator's station. It is the duty of the operator to ensure that at least one employee is on duty and situated in each operator's station at all times that any patron is on the premises. It shall be the duty of the operator, and it shall also be the duty of any employees present on the premises, to ensure that the view area specified in this paragraph remains unobstructed by any doors, curtains, walls, merchandise, display racks or other materials or enclosures at all times that any patron is present on the premises.
  - (8) It shall be the duty of the operator to ensure that no porous materials are used for any wall, floor, or seat in any booth or viewing room.
- (b) It shall be unlawful for a person having a duty under subsections (a)(1) through (a)(8) to knowingly or recklessly fail to fulfill that duty.
  - (c) No patron shall knowingly or recklessly enter or remain in a viewing room less than 100 square feet in area that is occupied by any other patron.
  - (d) No patron shall knowingly or recklessly be or remain within one foot of any other patron while in a viewing room that is 100 square feet or larger in area.
  - (e) No person shall knowingly or recklessly make any hole or opening between viewing rooms.

**Sec. 78-333. - Loitering, exterior lighting and monitoring, and interior lighting requirements.**

- (a) It shall be the duty of the operator of a sexually oriented business to:

- (1) Ensure that at least two conspicuous signs stating that no loitering is permitted on the premises are posted on the premises;
  - (2) Designate one or more employees to monitor the activities of persons on the premises by visually inspecting the premises at least once every ninety (90) minutes or inspecting the premises by use of video cameras and monitors; and
  - (3) Provide lighting to the exterior premises to provide for visual inspection or video monitoring to prohibit loitering. Said lighting shall be of sufficient intensity to illuminate every place to which customers are permitted access at an illumination of not less than one (1.0) foot candle as measured at the floor level. If used, video cameras and monitors shall operate continuously at all times that the premises are open for business. The monitors shall be installed within an operator's station.
- (b) It shall be the duty of the operator of a sexually oriented business to ensure that the interior premises shall be equipped with overhead lighting of sufficient intensity to illuminate every place to which customers are permitted access at an illumination of not less than five (5.0) foot candles as measured at the floor level and the illumination must be maintained at all times that any customer is present in or on the premises.
  - (c) No sexually oriented business shall erect a fence, wall, or similar barrier that prevents any portion of the parking lot(s) for the establishment from being visible from a public right of way.
  - (d) It shall be unlawful for a person having a duty under this section to knowingly or recklessly fail to fulfill that duty.

**Sec. 78-334. - Penalties and enforcement.**

- (a) A person who violates any of the provisions of this division shall be guilty of a violation and, upon conviction, shall be punishable by fines not to exceed one thousand dollars (\$1,000.00) per violation, or by imprisonment for a period not to exceed sixty (60) days, or by both such fine and imprisonment. For violations of this division that are continuous with respect to time, each day that the violation continues is a separate offense. For violations of this division that are not continuous with respect to time, each violation is a separate offense.
- (b) Any premises, building, dwelling, or other structure in which a sexually oriented business is repeatedly operated or maintained in violation of this division shall constitute a nuisance and shall be subject to civil abatement proceedings in a court of competent jurisdiction.
- (c) The County's legal counsel is hereby authorized to institute civil proceedings necessary for the enforcement of this division to enjoin, prosecute, restrain, or correct violations hereof. Such proceedings shall be brought in the name of the County, provided, however, that nothing in this section and no action taken hereunder, shall be held to exclude such criminal or administrative proceedings as may be authorized by other provisions of this division, or any of the laws in force in the County or to exempt anyone violating this code or any part of the said laws from any penalty which may be incurred.

**Sec. 78-335. – Applicability of division to existing businesses.**

- (a) Licensing Requirements. All sexually oriented businesses lawfully operating in the County in compliance with all state and local laws prior to the effective date of this division, and all



sexually oriented business employees working in the County prior to the effective date of this division, are hereby granted a *De Facto* Temporary License to continue operation or employment for a period of ninety (90) days following the effective date of this division. Within sixty (60) days following the effective date of this division, all sexually oriented businesses and sexually oriented business employees must apply for a license under this division.

- (b) Interior Configuration Requirements. Any sexually oriented business that is required to, but does not, have interior configurations or stages that meet at least the minimum requirements of Section 78-332 and Subsection 78-336(b) shall have ninety (90) days from the effective date of this division to conform its premises to said requirements. During said ninety (90) days, any employee who appears within view of any patron in a semi-nude condition shall nevertheless remain, while semi-nude, at least six (6) feet from all patrons.
- (c) Other Requirements. Except as provided for in subsections (a) and (b) above, sexually oriented businesses shall comply with this division on the date that it takes effect.

**Sec. 78-336. – Prohibited conduct.**

- (a) No patron, employee, or any other person shall knowingly or intentionally, in a sexually oriented business, appear in a state of nudity or engage in a specified sexual activity.
- (b) No person shall knowingly or intentionally, in a sexually oriented business, appear in a semi-nude condition unless the person is an employee who, while semi-nude, remains at least six (6) feet from all patrons and on a stage at least eighteen (18) inches from the floor in a room of at least six hundred (600) square feet.
- (c) No employee who appears semi-nude in a sexually oriented business shall knowingly or intentionally touch a customer or the clothing of a customer on the premises of a sexually oriented business. No customer shall knowingly or intentionally touch such an employee or the clothing of such an employee on the premises of a sexually oriented business.
- (d) No person shall possess, use, or consume alcoholic beverages on the premises of a sexually oriented business.
- (e) No person shall knowingly or recklessly allow a person under the age of eighteen (18) years to be or remain on the premises of a sexually oriented business.
- (f) No operator of a sexually oriented business shall knowingly or recklessly allow a room in the sexually oriented business to be simultaneously occupied by any patron and any other employee who is semi-nude or who appears semi-nude on the premises of the sexually oriented business, unless an operator of the sexually oriented business is present in the same room.
- (g) No operator or licensee of a sexually oriented business shall violate the regulations in this section or knowingly or recklessly allow an employee or any other person to violate the regulations in this section.
- (h) A sign in a form to be prescribed by the Director, and summarizing the provisions of subsections (a), (b), (c), (d), and (e) of this section, shall be posted near the entrance of the sexually oriented business in such a manner as to be clearly visible to patrons upon entry. No person shall cover, obstruct, or obscure said sign.

**Sec. 78-337. - Scienter required to prove violation or business licensee liability.**

This division does not impose strict liability. Unless a culpable mental state is otherwise specified herein, a showing of a reckless mental state is necessary to establish a violation of a provision of this division. Notwithstanding anything to the contrary, for the purposes of this division, an act by an employee that constitutes grounds for suspension or revocation of that employee's license shall be imputed to the sexually oriented business licensee for purposes of finding a violation of this division, or for purposes of license denial, suspension, or revocation, only if an officer, director, or general partner, or a person who managed, supervised, or controlled the operation of the business premises, knowingly or recklessly allowed such act to occur on the premises. It shall be a defense to liability that the person to whom liability is imputed was powerless to prevent the act.

**Sec. 78-338. - Location of sexually oriented businesses.**

- (a) It shall be unlawful to establish, operate, or cause to be operated a sexually oriented business in unincorporated Cobb County that is:
  - (1) Within 750 feet of a residence or residential zoning district;
  - (2) Within 1,500 feet of a church, school, governmentally owned or operated building, library, civic center, public park, hospital, community club, or prison;
  - (3) Within 1,000 feet of another sexually oriented business; or
  - (4) Within 500 feet of an establishment licensed to sell alcoholic beverages for consumption on the premises or to sell alcoholic beverages as a package store.
- (b) For the purpose of this section, measurements shall be made in a straight line from the closest part of any structure occupied by the sexually oriented business to the closest property line of the zoned property and uses identified in subsection (a), above. Where a use identified in subsection (a) is located in a multi-tenant development, the distance shall be measured to the closest part of the tenant space occupied by that use rather than the property line of the entire development, so as to maximize the number of locations available to sexually oriented businesses.
- (c) Notwithstanding any provision in the Official Code of Cobb County, Georgia to the contrary, a sexually oriented business in a location that satisfies the standards in this section shall not be deemed noncompliant with this section by virtue of the subsequent establishment or expansion of a land use or zoning district identified in subsection (a).
- (d) *Amortization.*
  - (1) As used in this section, "lawful nonconforming sexually oriented business" means a business that qualifies as a sexually oriented business, as defined in this division, that:
    - (i) was, in all respects, lawfully established, continuously licensed, and continuously operated until this division was adopted;
    - (ii) has continuously, lawfully operated since this division was adopted; and

- (iii) does not conform to the location standards for sexually oriented businesses set forth in this Section 78-338 or in Chapter 134 of the Official Code of Cobb County, Georgia.
- (2) Notwithstanding anything to the contrary in the Official Code of Cobb County, Georgia, a lawful nonconforming sexually oriented business may continue to operate in its nonconforming location until December 31, 2021, in order to make a reasonable recoupment of its investment in said location that was made before the adoption of this division. On or before January 1, 2022, the sexually oriented business shall conform to the location standards for sexually oriented businesses in the Official Code of Cobb County, Georgia.
- (3) Hardship extension. A lawful nonconforming sexually oriented business may apply to extend the time to operate its sexually oriented business in its nonconforming location upon a showing of financial hardship. An application for an initial extension based upon financial hardship shall be made by October 31, 2021. If a hardship extension is granted, subsequent applications for hardship extensions shall be made at least 60 days before the conclusion of the business's then-current extension period.
- (4) Procedure. An application for a hardship extension shall be filed in writing with the Director, shall include documentation showing that the establishment is a lawful nonconforming sexually oriented business, shall specify the length of extension requested, and shall include evidence of purchase and improvement costs, income earned and lost, depreciation, and costs of relocation. The application shall include an electronic copy of the business's accounting or bookkeeping records, including the computer file(s) maintained in QuickBooks or any similar accounting or bookkeeping software. Within 20 days after receiving the application, the Director shall schedule a public hearing on the application before the Hearing Officer, which public hearing shall be conducted within 45 days after the Director's receipt of the application. Notice of the time and place of such public hearing shall be published at least ten days before the hearing on the County's website or in a newspaper of general circulation published within the County, and shall identify the particular business and location for which the hardship extension is requested.
- (5) The Hearing Officer shall issue a written decision within ten days after the public hearing on the application for a hardship extension. The hardship extension shall be limited to a period of up to one year, as proven necessary by the applicant. The hardship extension shall be granted only upon a showing that the applicant is a lawful nonconforming sexually oriented business and is unable to recoup its investments, made prior to the effective date of this division, in its current location unless the hardship extension is granted.

**Sec. 78-339. - Severability.**

This division and each section and provision of said division hereunder, are hereby declared to be independent sections and subsections and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any

provisions of said division, or the application thereof to any person or circumstance is held to be invalid, the remaining sections or provisions and the application of such sections and provisions to any person or circumstances other than those to which it is held invalid, shall not be affected thereby, and it is hereby declared that such sections and provisions would have been passed independently of such section or provision so known to be invalid. Should any procedural aspect of this division be invalidated, such invalidation shall not affect the enforceability of the substantive aspects of this division.

**Sec. 78-340. - Conflicting code provisions repealed.**

Any provisions in this Code specifically in conflict with any provision in this division is hereby deemed inoperative and repealed.

**Secs. 78-341—78-389. - Reserved.**

Section 134-1 of the Official Code of Cobb County, Georgia is amended by deleting the following term and definition, as follows:

~~*Distance and measurement.* Distance from the proposed premises of an adult entertainment establishment shall be the measurement in lineal feet from the center of any door of customer entry of the proposed premises of the adult entertainment establishment to the nearest property line of any church, library, school, college, public park, residence or hospital. If the establishment is not on ground level, then the beginning point for measuring the distance shall be the point at ground level determined by measuring from the center of any door of customer entry perpendicular to the ground level. A radius shall be measured from the center of any door of customer entry of the proposed premises to the nearest property line of any church, library, school, college, public park, residence or hospital.~~

Section 134-1 of the Official Code of Cobb County, Georgia is amended by amending the following definition, to read as follows:

~~*Live entertainment* means music, comedy, readings, dancing, acting or other entertainment, excluding adult entertainment, performed on the site. This classification includes dancing by patrons to live or recorded music, but excludes live conduct characterized by nudity or semi-nudity.~~

Section 134-1 of the Official Code of Cobb County, Georgia is amended by adding the following term and definition, to read as follows:

*Sexually oriented business.* An adult arcade, an adult bookstore, and adult cabaret, an adult motion picture theater, or a sexual device shop, as those terms are defined in section 78-321 of Official Code of Cobb County, Georgia.

Section 134-37(a)(8) of the Official Code of Cobb County, Georgia is amended to delete the term “Adult entertainment establishments” from the list of uses that require a special land use permit, to read as follows:

(8) ~~Adult entertainment establishments.~~ [Reserved.]

Section 134-192 of the Official Code of Cobb County, Georgia is amended to delete the term “Adult entertainment establishments” and to replace it with the term “Sexually oriented businesses” where that term appears in the Summary of uses charts within that section.

Section 134-192 of the Official Code of Cobb County, Georgia is amended so that the Summary of uses chart that concerns the uses allowed in the GC, LI, and HI districts (among other



districts) is amended to delete the term “Adult entertainment establishments” and to replace it with the term “Sexually oriented businesses”, and to reflect that sexually oriented businesses are Permitted Uses in the LI and HI districts and are not allowed in the GC district, as depicted below:

TYPE OF USE	OHR	OS	NS	PSC	TS	GC	RRC	IF	LI	HI
...										
Adult entertainment establishments <u>Sexually oriented businesses</u> (*subject to section 78-338)						SLUP/ SE			<u>P*</u>	<u>P*</u>
...										

Section 134-193(11)(b) (concerning use limitations in the R-80 single-family residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- b. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-195(12)(b) (concerning use limitations in the R-40 single-family residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- b. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-196(12)(b) (concerning use limitations in the R-30 single-family residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- b. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-197(12)(b) (concerning use limitations in the R-20 single-family residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- b. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-198(12)(b) (concerning use limitations in the R-15 single-family residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- b. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-199(12)(f) (concerning use limitations in the R-12 single-family residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-201(12)(f) (concerning use limitations in the RA-4 single-family attached/detached residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-201.2(12)(f) (concerning use limitations in the RA-5 single-family attached/detached residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-201.3(12)(d) (concerning use limitations in the SC suburban condominium residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- d. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-202(12)(f) (concerning use limitations in the RA-6 single-family attached/detached residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-203.2(11)(f) (concerning use limitations for RSL nonsupportive residential units) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-203.3(3) (concerning uses not permitted for RSL nonsupportive urban rental units) of the Official Code of Cobb County, Georgia is amended to read as follows:

- (3) *Permitted uses.* Anything not permitted or allowed by special exception is prohibited. Permitted uses are as follows:

- Attached residential units.

- Detached residential units.



Accessory retail uses in RSL.

Further provided that no ~~adult entertainment uses~~ sexually oriented businesses or automotive uses shall be allowed.

Neighborhood retail uses provided that the total square footage of the uses does not exceed ten percent of the total floor area of the structure(s). Further provided that no ~~adult entertainment uses~~ sexually oriented businesses or automotive uses shall be allowed.

Section 134-203.3(11)(e) (concerning use limitations for RSL nonsupportive urban rental units) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-204(12)(e) (concerning use limitations in the RM-8 residential multifamily district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-205(12)(e) (concerning use limitations in the FST fee simple townhouse residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-206(12)(f) (concerning use limitations in the RM-12 residential multifamily district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-207(12)(e) (concerning use limitations in the RM-16 residential multifamily district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-211(11)(e) (concerning use limitations in the LRO low-rise office district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-213(12)(l) (concerning use limitations in the NRC neighborhood retail commercial district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- l. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-214(11)(j) (concerning use limitations in the LRC limited retail commercial district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- j. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-215(13)(e) (concerning use limitations in the O&I office and institutional district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-216(12)(d) (concerning use limitations in the UVC urban village commercial district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- d. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-217(13)(p) (concerning use limitations in the PVC planned village community district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- p. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-218(13)(f) (concerning use limitations in the CRC community retail commercial district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- f. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-219(12)(h) (concerning use limitations in the RMR residential mid-rise district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- h. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-220(12)(e) (concerning use limitations in the OMR office mid-rise district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- e. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-221(12)(j) (concerning use limitations in the RHR residential high-rise district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- j. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-221.1(3) (concerning uses not permitted in the UC urban condominium residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- (3) Permitted uses. Anything not permitted or allowed by special exception or condominium declaration and bylaws is prohibited. Permitted uses are as follows:

Condominiums.

Customary home occupations.

Designated recycling collection locations.

Livestock, nondomestic and wild animals, and poultry, on two or more acres.

Neighborhood retail uses, provided that the total square footage of the uses does not exceed ten percent of the total floor area of the condominium structure(s). Further provided that no ~~adult entertainment uses~~ sexually oriented businesses or automotive related uses shall be allowed.

Parking for vehicles.

Personal vehicle and equipment sales.

Section 134-221.1(12)(d) (concerning use limitations in the UC urban condominium residential district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- d. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-223(13)(c) (concerning use limitations in the OS office/service district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- c. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-224(13)(h) (concerning use limitations in the NS neighborhood shopping district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- h. ~~No adult entertainment uses sexually oriented businesses are permitted.~~

Section 134-225(12)(k) (concerning use limitations in the PSC planned shopping center district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- k. ~~No adult entertainment uses sexually oriented businesses are permitted.~~

Section 134-226(2)(a) (concerning definitions used in regulations for the TS tourist services district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- a. ~~Adult entertainment. See section 134-268 for definitions which apply to all adult entertainment establishments. [Reserved.]~~

Section 134-227(2)(a) (concerning definitions used in regulations for the GC general commercial district) of the Official Code of Cobb County, Georgia is amended to read as follows:

- a. ~~Adult entertainment. See section 78-321 for definitions which apply to all adult entertainment establishments. [Reserved.]~~

Section 134-227(3) of the Official Code of Cobb County, Georgia is amended by deleting “Adult entertainment” from the list of permitted uses in the GC general commercial district, to read as follows:

- (3) *Permitted uses.* Permitted uses are as follows:

~~Adult entertainment.~~

Ambulance services, if accessory to a hospital or funeral home.

...

Section 134-227(12)(a) of the Official Code of Cobb County, Georgia is amended by deleting “Adult entertainment establishments” from the list of uses that are limited to locating in a regional activity center as a special exception use, to read as follows:

- a. ~~Adult entertainment establishments (see section 134-268 for required standards). [Reserved.]~~

Section 134-228(12)(g) (concerning use limitations in the RRC regional retail commercial district) of the Official Code of Cobb County, Georgia is amended to read as follows:

g. No ~~adult entertainment uses~~ sexually oriented businesses are permitted.

Section 134-230(3) of the Official Code of Cobb County, Georgia is amended by adding “Sexually oriented businesses” to the list of permitted uses in the LI light industrial district, to read as follows:

(3) *Permitted uses.* Permitted uses are as follows:

...

Self-service storage facilities (subject to section 134-279).

Sexually oriented businesses (subject to section 78-338).

Shelters (homeless).

...

Section 134-231(3) of the Official Code of Cobb County, Georgia is amended by adding “Sexually oriented businesses” to the list of permitted uses in the HI heavy industrial district, to read as follows:

(3) *Permitted uses.* Permitted uses are as follows:

...

Self-service storage facilities (subject to section 134-279).

Sexually oriented businesses (subject to section 78-338.)

Shelters (homeless).

...

Section 134-272(5)(d) (concerning parking requirements) of the Official Code of Cobb County, Georgia is amended to delete the term “Adult entertainment establishments” and to replace it with the term “Sexually oriented businesses” where that term appears in the table within that section, as depicted below:

Type of Use	Parking Requirements
...	
Adult entertainment establishments <del>Sexually oriented businesses</del>	1 space per 100 square feet (net) of floorspace.
...	



## County Attorney's Office

H. William Rowling, Jr., County Attorney

Districts All

Item No. 6.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** H. William Rowling, Jr., County Attorney  
**DATE:** September 8, 2020

### **PURPOSE**

To adopt a resolution setting fees for sexually oriented business licenses and sexually oriented business employee licenses as referenced in Section 78-324 of the amendments to Chapter 78 (Licenses, Permits and Businesses) of the Official Code of Cobb County.

### **BACKGROUND**

Having just adopted amendments to Chapter 78 (Licenses, Permits and Businesses) of the Official Code of Cobb County, the Board of Commissioners desires to set the fees for sexually oriented business licenses and sexually oriented business employee licenses as referenced in said Chapter.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners adopt a resolution setting fees for sexually oriented business licenses and sexually oriented business employee licenses as referenced in Section 78-324 of the amendments to Chapter 78 (Licenses, Permits and Businesses) of the Official Code of Cobb County; and authorize the Chairman to execute said resolution and any other necessary documents for said purpose.

### **ATTACHMENTS**

1. Sept 202 Resolution Fees



**RESOLUTION**

*Resolution adopting license fees for sexually oriented businesses and employees.*

**WHEREAS**, the Board of Commissioners has adopted licensing requirements for sexually oriented businesses and sexually oriented business employees in Chapter 78, Article III, Division 8 of the Official Code of Cobb County, Georgia; and

**WHEREAS**, section 78-322 requires applicants to pay a license fee when submitting an application for a sexually oriented business license or a sexually oriented business employee license; and

**WHEREAS**, section 78-324 provides that the fees for sexually oriented business licenses and sexually oriented business employee licenses will be set forth in the schedule of fees as adopted by the board of commissioners.

**NOW, THEREFORE, BE IT RESOLVED** that the Cobb County Board of Commissioners adopts the following fees to be set forth in the schedule of fees: two hundred dollars (\$200) for the initial fee for a sexually oriented business license, and one hundred dollars (\$100) for annual renewal; thirty dollars (\$30) for an annual sexually oriented business employee license.

**CERTIFICATION**

The undersigned duly qualified Chairman of the Cobb County Board of Commissioners, acting on behalf of the Cobb County Board of Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Cobb County Board of Commissioners held on \_\_\_\_\_, 2020

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attest:

\_\_\_\_\_  
Michael H. Boyce, Chairman  
Cobb County Board of Commissioners

\_\_\_\_\_  
Clerk  
Cobb County Board of Commissioners



## BOC Commissioner (District 2)

Bob Ott, Commissioner

Districts All

Item No. 7.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Bob Ott, Commissioner

**DATE:** September 8, 2020

### **PURPOSE**

To approve an Amendment to the Memorandum of Understanding with Star-C to increase the amount that can be paid to an individual tenant; and to authorize the Chairman to execute the Amendment to the Memorandum of Understanding and any other necessary documents for said purpose.

### **BACKGROUND**

On May 26, 2020, the Board of Commissioners authorized a fund balance appropriation in the amount of \$1,500,000.00 to provide rent relief for low-income families living in qualified apartment communities in the Cobb County adversely affected by COVID-19.

Star-C has received 245 applications to date. They have reviewed and processed 163 applications and distributed \$216,877.00 to assist Cobb residents. With the Magistrate Court now reviewing eviction cases, the needs of those adversely affected by COVID-19 have become more immediate and the number of applications is growing exponentially.

The original MOU provided for a maximum grant to a household the amount of \$3,200.00. However, the ongoing pandemic and the slow re-opening continues to adversely affect tenants and their ability to meet their rental obligations. By increasing the amount of grant money available, it will allow Star-C additional flexibility when negotiating a settlement between the parties.

Star-C proposes to amend the existing MOU to allow for an increased scholarship of up to \$4,850.00. All existing terms of the MOU shall remain in full force and effect.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners approve an Amendment to the Memorandum of Understanding with Star-C to increase the amount that can be paid to an individual tenant; and authorize the Chairman to execute the Amendment to the Memorandum of Understanding and any other necessary documents for said purpose.

## **ATTACHMENTS**

1. MOU Star-C First Amendment

# **First Amendment to the Memorandum of Understanding**

Between

Cobb County Board of Commissioners

and

Star-C Corporation, a.k.a Star-C Communities

This First Amendment to the Memorandum of Understanding (the “First Amendment”) is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between COBB COUNTY (“Cobb”) and STAR-C CORPORATION, A.K.A STAR-C COMMUNITIES (“Star-C”), hereinafter sometimes referred to individually as a “Party” or collectively as “Parties”.

WHEREAS, Cobb and Star-C entered into a Memorandum of Understanding (“MOU”), approved by the Cobb County Board of Commissioners on May 26, 2020, whereby Star-C would administer a \$1,500,000 grant (the “Cobb County Grant”) to provide rent relief for low-income families living in qualified apartment communities in Cobb County adversely affected by COVID-19;

WHEREAS, Star-C has received 245 application to date, of those it has processed 163 applications and distributed \$216,877.00 to assist Cobb residents;

WHEREAS, with the Magistrate Court now reviewing eviction cases, the needs of those adversely affected by COVID-19 have become more immediate and the number of applications is growing exponentially;

WHEREAS, the original MOU provided for a maximum grant to a household the amount of \$3,200.00;

WHEREAS, due to the ongoing pandemic and the slow re-opening Cobb tenants continue to be adversely affected and their rental shortfalls are increasing, Star-C requests the per tenant grant amount be increased to allow Star-C additional flexibility when negotiating a settlement between the parties; and

WHEREAS, in an effort to address the current increased needs of Cobb County residents experiencing hardship, Cobb and Star-C desire to amend the MOU as set forth in this First Amendment.

NOW THEREFORE, for and in consideration of the obligations and benefits flowing from and to each party, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.

The fifth paragraph of the Purpose Section shall be amended by deleting the following sentence:

Applicants may apply for a maximum scholarship equal to two month's rent or up to \$3,200.

and replacing it with the following sentence:

Applicants may apply for a maximum scholarship equal of up to \$4,850.00.

2.

All other provisions or terms of the MOU shall remain in full force and effect except as specifically modified herein. Should there be a conflict between a provision or term contained in this First Amendment and a provision or term contained in the MOU, the provision in this First Amendment shall control.

3.

This First Amendment may be executed in counterparts and each counterpart shall constitute an original and taken together shall constitute but one document.

The Parties, by execution of their signatures below, affirm their understanding of and their express consent with the terms of this First Amendment.

IN WITNESS WHEREOF, the Parties hereby executes this First Amendment as of the date above written.

STAR-C CORPORATION,  
a.k.a. STAR-C COMMUNITIES

COBB COUNTY

\_\_\_\_\_  
By: Andrea N. Rease  
Title: Executive Director

\_\_\_\_\_  
By: Michael H. Boyce  
Title: Chairman, Cobb County Board  
Of Commissioners

ATTEST: \_\_\_\_\_  
County Clerk's Office



## Superior Court Administration

Item No. 8.

Tom Charron, Court Administrator

Districts All

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*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Tom Charron, Court Administrator

**DATE:** September 8, 2020

### **PURPOSE**

To authorize the inclusion of Accountability Court participant fees as a standard, monthly appropriation of restricted revenue.

### **BACKGROUND**

The Cobb County Superior Court administers and operates several Accountability Courts for the benefit of a subset of Cobb County residents that meet the requirements for participation in these programs. These courts have been a successful diversion tool that reduce the instances of incarceration and recidivism by addressing the factors that have contributed to the offender's behavior and actions.

The Superior Court has been fortunate to receive the support of the Criminal Justice Coordinating Council (CJCC), in the form of annual grant awards for these Accountability Courts. The Cobb County Board of Commissioners has been gracious enough to approve annual contributions from the General Fund, in the amount of a 10% required local match of the total grant awards, to facilitate these funding opportunities. These local match contributions are generally in the form of partial personnel funding for the coordinator of the Accountability Court which the grant is associated.

The Adult Drug Treatment Court was established in 2002; the Mental Health Treatment Court was established in 2012; and the Veterans Treatment Court was established in 2014.

On June 24, 2014, the Board of Commissioners authorized the creation of the Veterans Accountability and Treatment Court, and simultaneously approved the appropriation of restricted revenue from participant fees collected by the Veterans Court. These restricted revenues were approved as a standard monthly reserve item, for appropriation on a monthly basis, with all unspent balances at the end of each fiscal year being reserved into the subsequent fiscal year.

These reserved funds are restricted for use on program specific expenditures that exceed, or are ineligible for, grant funding.



To achieve parity and consistency among these Accountability Courts, it is recommended that participant fees from the Adult Drug Treatment Court and the Mental Health Treatment Court be included in the standard reserve process. Both of these courts collect participant fees, in the same manner as the Veterans Treatment Court, and participate in an annual grant program with CJCC.

We request the Board of Commissioners approve the appropriation of current year revenues immediately and authorize the collection, reserve, and carry forward, of these revenues going forward.

**IMPACT STATEMENT**

The action will restrict the participant fee revenues collected by the Adult Drug Treatment Court and the Mental Health Treatment Court for use and allocation to those courts.

**FUNDING**

Previously collected FY2020 revenues will be appropriated as follows:

**Adult Drug Court:**

Increase Revenue:	010-225-9551-4590 (Participant Fees)	\$73,664.00
Increase Expenditure:	010-225-9551-8852 (Reserve Balance)	\$73,664.00

**Mental Health Court:**

Increase Revenue:	010-225-9552-4590 (Participant Fees)	\$ 7,578.04
Increase Expenditure:	010-225-9552-8852 (Reserve Balance)	\$ 7,578.04

Future collections will be appropriated as follow:

**Adult Drug Court:**

Increase Revenue:	010-225-9551-4590 (Participant Fees)
Increase Expenditure:	010-225-9551-8818 (Restricted Reserves)

**Mental Health Court:**

Increase Revenue:	010-225-9551-4590 (Participant Fees)
Increase Expenditure:	010-225-9551-8818 (Restricted Reserves)

**RECOMMENDATION**

The Board of Commissioners authorize the inclusion of Accountability Court participant fees as a standard, monthly appropriation of restricted revenue; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Superior Court Administration

Item No. 9.

Tom Charron, Court Administrator

Districts All

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Tom Charron, Court Administrator

**DATE:** September 8, 2020

### **PURPOSE**

To authorize a donation from Cobb County Family Law Workshop to Cobb Justice Foundation.

### **BACKGROUND**

This volunteer organization, which is a part of the Cobb County Legal Aid office, a non-profit agency, is continually providing assistance to individuals in domestic relations cases which is one of the main goals of Family Law Workshop. The Family Law Workshop was created and approved by the Cobb County Superior Court Judges in order to assist individuals, who are represented by counsel, in certain domestic relations cases. The program is administered through the Superior Court ADR office and is presented by volunteer attorneys from the Cobb County Bar Association. The first workshop was held on November 8, 2007.

The Family Law Workshop is a self-supporting operation in the General Fund that receives dedicated revenues and requires no General Fund financial support. On August 27, 2020, the Family Law Workshop Committee voted to make a \$3,000.00 donation to the Cobb Justice Foundation. A \$6,000.00 donation was previously presented to Cobb County Justice Foundation on March 20, 2020.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

Funding for the Family Law Workshop's donation is available in the Family Law Workshop budget with dedicated funds in the following location:

010-225-9510-6601      \$3,000.00

### **RECOMMENDATION**

The Board of Commissioners authorize a donation from the Cobb County Family Law Workshop in the amount of \$3,000.00 to the Cobb Justice Foundation.

**ATTACHMENTS**

None



## Water System

Item No. 10.

Judy Jones, P.E., Agency Director

District 4

---

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

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

**DATE:** September 8, 2020

### PURPOSE

To approve the final funding for the work order under the Unit Price Contract for Water, Sewer, and Miscellaneous Services with Chatfield Contracting, Inc. for 448 Hurt Road Streambank Stabilization, Program No. SW1889.

### BACKGROUND

On May 22, 2018, the Board of Commissioners approved a work order to replace an existing 16-inch vitrified clay sanitary sewer line with ductile iron pipe and installation of riprap stabilization of approximately 140 linear feet of streambank along the easement area and all related appurtenances.

**The construction has been completed at a cost of \$85,090.50 or \$35,871.00 less than the approved work order amount of \$120,961.50.** The cost savings is a result of a reduction in materials and labor required for this work and other final quantity adjustments.

Original Work Order Authorized	\$120,961.50
<b>Funds Not used</b>	<b>(\$ 35,871.00)</b>
Revised Work Order Total	\$ 85,090.50

### IMPACT STATEMENT

N/A

**FUNDING**

No additional funding is required for the Water System’s 448 Hurt Road Streambank Stabilization, Program No. SW1889.

Decrease Encumbrance:

GAE 51005221814	510-500-5758-6496	SW1889-C	\$35,871.00
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Transfer from:

448 Hurt Road Streambank Stabilization

Drainage Contract R&M Service	510-500-5758-6496	SW1889-C	\$35,871.00
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Transfer to:

Stormwater Multi-Year Budget

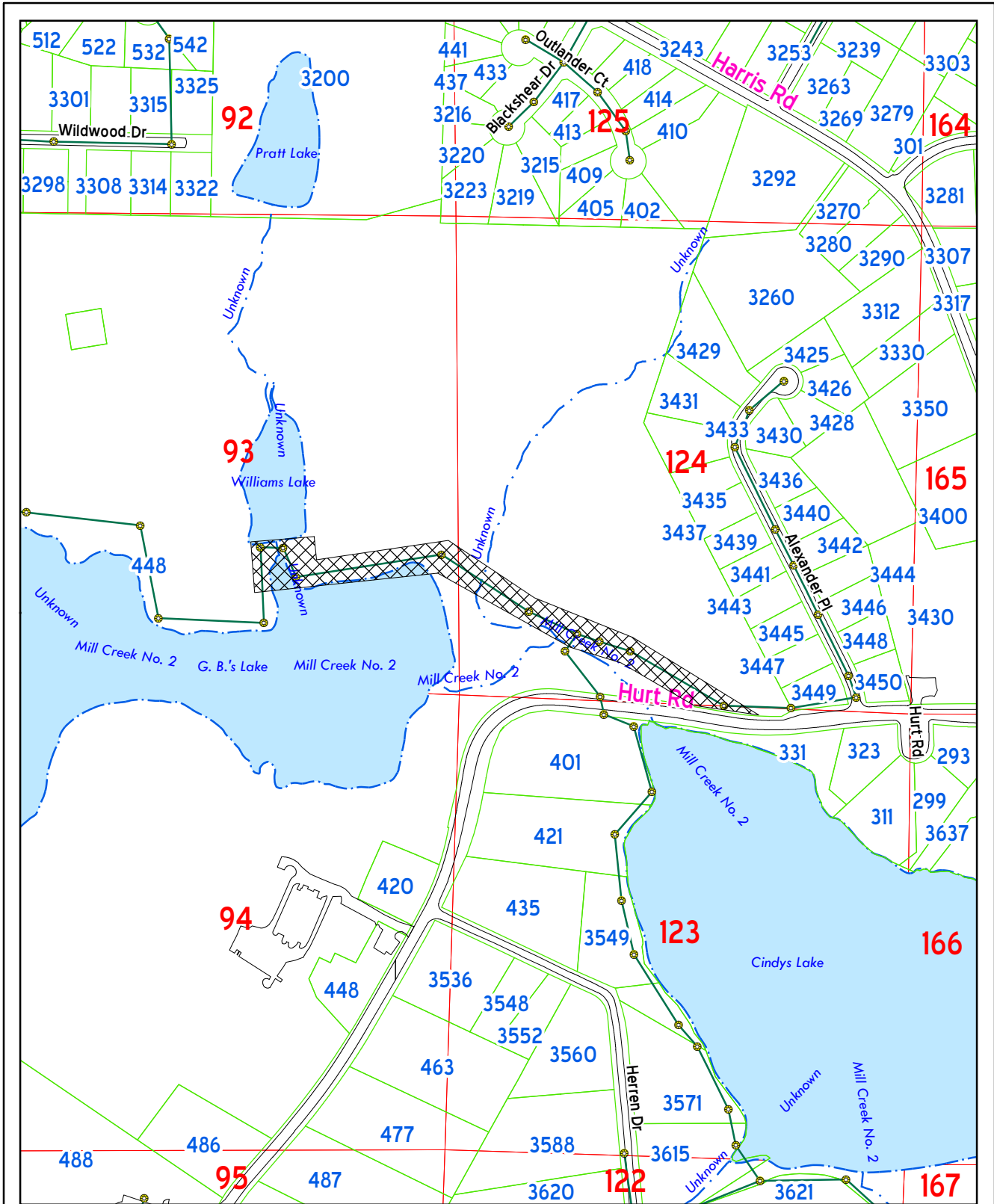
Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$35,871.00
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**RECOMMENDATION**

The Board of Commissioners approve the final funding for the work order under the Unit Price Contract for Water, Sewer, and Miscellaneous Services with Chatfield Contracting, Inc., a savings to the work order in the amount of \$35,871.00, for 448 Hurt Road Streambank Stabilization, Program No. SW1889; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

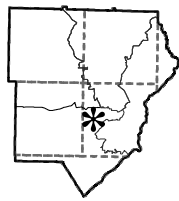
**ATTACHMENTS**

1. Map - 090820 448 Hurt Road Streambank Stabilization SW1889



Project: 448 Hurt Road Streambank Stabilization  
 Program Number: SW1889  
 Land Lot(s): 93, 123, 124  
 District(s): 17  
 Commission District(s): 4

1:4,800







## Water System

Judy Jones, P.E., Agency Director

District 3

Item No. 11.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

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

**DATE:** September 8, 2020

### PURPOSE

To approve a construction contract with IPR Southeast LLC for a project in the vicinity of 949 Rockcrest Court, Program No. SW2105.

### BACKGROUND

A 36-inch bituminous coated corrugated metal storm drainage pipe that carries stormwater flows between two individual lots in the Woodstream subdivision is exhibiting signs of structural failure due to oxidation of the pipe's invert. Stormwater flows are exiting the pipe from areas where the invert has completely oxidized. Voids are being created beneath and around the pipe, resulting in the formation of sinkholes along the alignment of the pipe.

Site conditions, including a cinder block wall adjacent to the drainage easement which is supporting a residential driveway, precludes the traditional cut and cover replacement of the pipe. Supporting this type of wall during excavation is very difficult, if not impossible, without damage and the considering the potential impacts to surrounding residents, Stormwater Management staff determined that cured-in-place pipe is would be the best rehabilitation method for this system.

The scope of this project includes supplying all materials, equipment, and labor to prepare the system for rehabilitation, rehabilitation of a total of 140 linear feet of pipe utilizing the cured-in-place pipe method, and restoration of the site. Competitive proposals were obtained from interested Cobb County Water System prequalified cured-in-place pipe rehabilitation contractors and the results are as follows:

<b>IPR Southeast LLC</b>	<b>\$ 53,550.00</b>
Granite Inliner	\$ 81,702.00
Insituform Technologies, Inc.	\$160,995.00

**IMPACT STATEMENT**

N/A

**FUNDING**

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

Transfer from:

Stormwater Multi-Year Budget

Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$53,550.00
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Transfer to:

949 Rockcrest Court

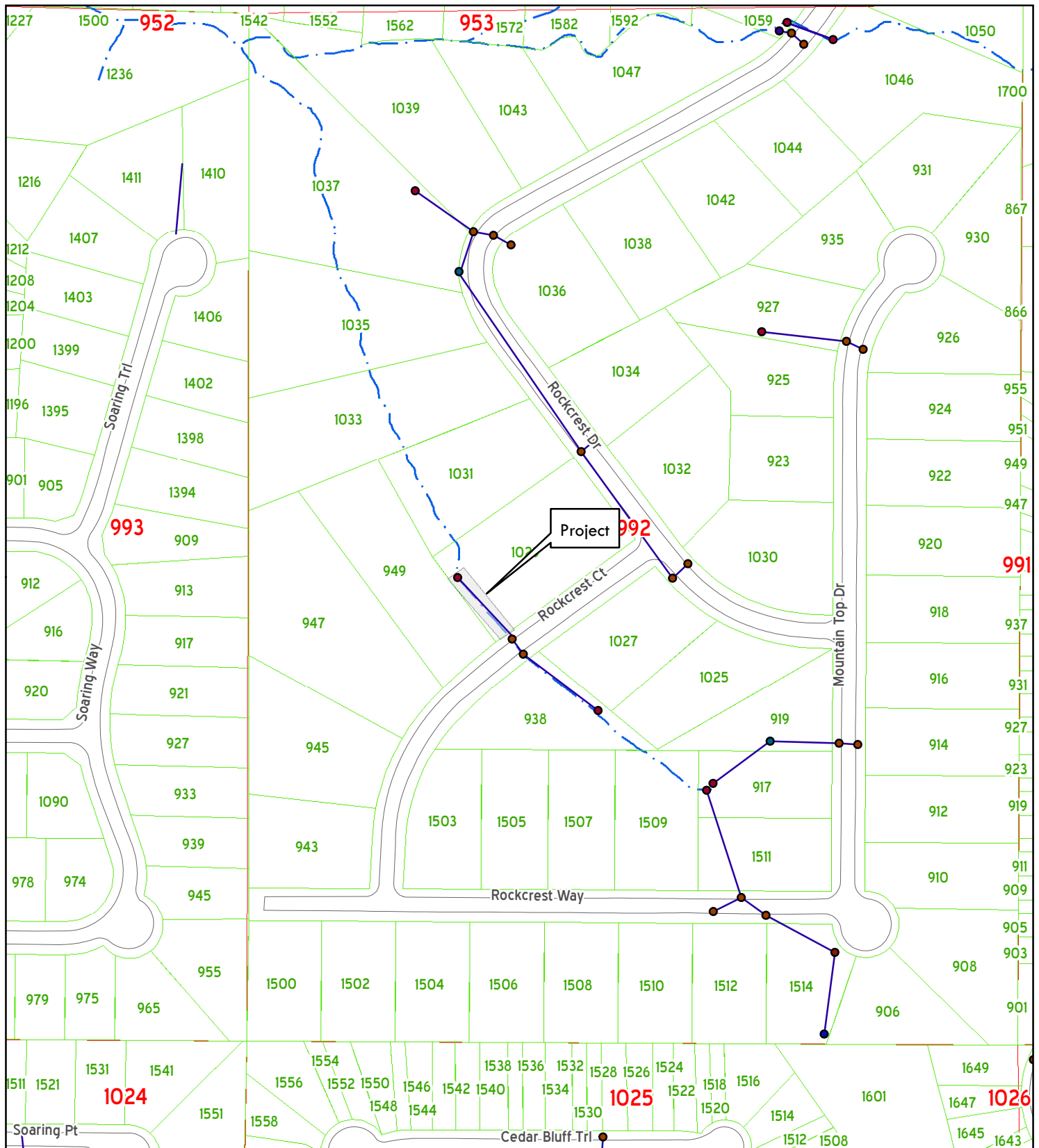
Drainage Contract R&M Service	510-500-5758-6496	SW2105-C	\$53,550.00
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**RECOMMENDATION**

The Board of Commissioners approve a construction contract with IPR Southeast LLC., in the amount of \$53,550.00, for a project in the vicinity of 949 Rockcrest Court, Program No. SW2105; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

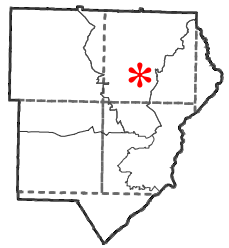
**ATTACHMENTS**

1. Map - 09082020 AOC 949 Rockcrest Court SW2105



Project: 949 Rockcrest Court  
 Program Number: SW2105  
 Land Lot(s): 992  
 District(s): 16  
 Commission District(s): 3

1:2,400





## Water System

Judy Jones, P.E., Agency Director

Districts All

Item No. 12.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

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

**DATE:** September 8, 2020

### **PURPOSE**

To approve a Joint Funding Agreement with the United States Department of the Interior Geological Survey for continued operation and maintenance of sixteen streamflow monitoring gauges, Program No. SW809.

### **BACKGROUND**

The need to provide for continuous, real time streamflow monitoring was identified by watershed studies undertaken by the Water System in the 1990s. In 1997, the Board of Commissioners authorized an agreement with the United States Geological Survey (USGS), the acknowledged experts in this field, for operation and maintenance of four gauges in four areas of immediate interest within the County. Similar agreements with the USGS have been authorized annually each subsequent year.

In 2006, eight sites were added to the original four in response to Cobb County's long term monitoring requirements imposed by the Metropolitan North Georgia Water Planning District. A thirteenth site was added in March 2010, at the request of Caraustar, Inc., which reimburses the County for related costs. The fourteenth gauge, located on Allatoona Creek at Stilesboro Road, was added in 2012. In 2017, a fifteenth gauge was added on Chastain Meadows Parkway immediately downstream of the Regional Stormwater Management Facility. In 2018, a sixteenth gauge was added on the Chattahoochee at Powers Ferry and is the only Cobb County gauge on the Chattahoochee.

**The annual cost for the turn-key services for these gauges is \$15,100.00 per gauge, or a total cost of \$241,600.00 for sixteen (16) gauges for the period between October 1, 2020, and September 30, 2021.** These gauges have proven extremely useful in analyzing and addressing issues related to significant rainfall events, and in providing supporting data for various grant programs.

### **IMPACT STATEMENT**

N/A

**FUNDING**

Funding is available in the Water System’s CIP Budget along with the following increase in Revenue and Expense Appropriations:

Transfer from:

Stormwater Multi-Year Budget Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$226,500.00
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Transfer to:

USGS Stream Gauges Professional Services Land Improvements	510-500-5758-8032	SW809-E	\$226,500.00
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Increase Revenue Appropriations Developer Contributions	510-500-5750-4918	A5750-A	\$ 15,100.00
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Increase Expense Appropriations Professional Services Land Improvements	510-500-5758-8032	SW809-E	<u>\$ 15,100.00</u>
Total			\$241,600.00

**RECOMMENDATION**

The Board of Commissioners approve a Joint Funding Agreement with the United States Department of the Interior Geological Survey, in an amount not to exceed \$241,600.00, for continued operation and maintenance of sixteen streamflow monitoring gauges, Program No. SW809; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. US Dept of Interior letter



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
South Atlantic Water Science Center  
1770 Corporate Drive, Suite 500  
Norcross, Georgia 30093  
Phone: (678) 924-6700 Fax: (678) 924-6710  
<http://ga.water.usgs.gov>

Customer Number: 600001118  
Agreement Number: 21MPJFAG0000017  
TIN: 586000804  
Fixed Cost Agreement: YES

August 17, 2020

Mr. Steve McCullers  
Director  
Cobb County Water System  
660 South Cobb Drive  
Marietta, Georgia, 30060

Dear Mr. McCullers:

Enclosed please find two copies of the Joint Funding Agreement (JFA) with original signatures for the project entitled "the continued operation and routine maintenance of 16 real-time stream gaging stations as follows:

02335790	Willeo Creek @ GA120, near Roswell, GA	\$15,100
023358685	Sewell Mill Creek @ GA120, near Marietta, GA	\$15,100
02335880	Chattahoochee River @ Powers Ferry @ I285 near Atlanta, GA	\$15,100
02335910	Rottenwood Creek @ Interstate North Parkway, near Smyrna, GA	\$15,100
02336840	Sweetwater Creek @ Brownsville Road, near Powder Springs, GA	\$15,100
02336635	Nickajack Creek @ US78/278, near Mableton, GA	\$15,100
02336870	Powder Springs Creek near Powder Springs, GA	\$15,100
02336910	Sweetwater Creek 0.05 miles upstream of Railroad Bridge, at Austell, GA	\$15,100
02336968	Noses Creek near Powder Springs, GA	\$15,100
02336986	Olley Creek @ Clay Road, near Austell, GA	\$15,100
02337000	Sweetwater Creek near Austell, GA	\$15,100
02392950	Noonday Creek @ Hawkins Store Road, near Woodstock, GA	\$15,100
02392975	Noonday Creek @ Shallowford Road, near Woodstock, GA	\$15,100
02393377	Butler Creek @ Mack Dobbs Road, near Kennesaw, GA	\$15,100
02393419	Allatoona Creek @ Stilesboro Road, near Acworth, GA	\$15,100
02392920	Noonday Creek at Chastain Meadows Pkwy	\$15,100

This agreement is entered into by the USGS under authority of 43 USC 36C; 43 USC 50; and 43 USC 50b. This JFA covers the period beginning on October 1, 2020, and ending on September 30, 2021, for a total of \$241,600 furnished by the Cobb County Water System.

Please have both copies signed by an authorized official(s), retaining one copy for your records, and returning the other to the attention of Angel Spencer, Administrative Officer, at the address shown above. Work cannot be started or continued until we receive the signed agreement. All work performed with funds from this agreement will be conducted on a fixed-price basis. Billing for this JFA will be rendered quarterly. Please do not send a check at this time as you will be billed at a later date which will include payment instructions with the address for mailing your check. The results of all work under this agreement will be available for publication by the U.S. Geological Survey.

If you have any questions or require additional information please contact Brian E. McCallum, Assistant Director for Data - Georgia, 678-924-6672 or via email at [bemccall@usgs.gov](mailto:bemccall@usgs.gov).

Sincerely, **VICTOR ENGEL** Digitally signed  
by VICTOR ENGEL  
Date: 2020.08.19  
13:29:33 -04'00'  
Victor Engel, Director  
USGS South Atlantic Water Science Center



U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000001118  
Agreement #: 21MPJFAG0000017  
Project #: MP00  
TIN #: 58-6000804

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, South Atlantic Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Cobb County Water Systems party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period October 1, 2020 to September 30, 2021
- (b) \$241,600 by the party of the second part during the period October 1, 2020 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000001118  
Agreement #: 21MPJFAG0000017  
Project #: MP00  
TIN #: 58-6000804

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Brian McCallum  
Assistant Director for Data - Georgia  
Address: 1770 Corporate Drive Suite 500  
Norcross, GA 30093  
Telephone: (678) 924-6672  
Fax: (678) 924-6710  
Email: bemccall@usgs.gov

**Customer Technical Point of Contact**

Name: Steve McCullers  
Address: 660 South Cobb Drive  
Marietta, GA 30060  
Telephone: (770) 423-1000  
Fax:  
Email:

**USGS Billing Point of Contact**

Name: Crystal Stallworth  
Budget Analyst  
Address: 1770 Corporate Drive Suite 500  
Norcross, GA 30093  
Telephone: (678) 924-6691  
Fax: (678) 924-6710  
Email: castallw@usgs.gov

**Customer Billing Point of Contact**

Name: Steve McCullers  
Address: 660 South Cobb Drive  
Marietta, GA 30060  
Telephone: (770) 423-1000  
Fax:  
Email:

U.S. Geological Survey  
United States  
Department of Interior

Cobb County Water Systems

**VICTOR**  
Signature  
Digitally signed  
by VICTOR ENGEL  
Date: 2020.08.19  
13:30:09-04'00'  
By **ENGEL** Date: 08/17/2020  
Name: Victor Engel  
Title: Director

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:



## Water System

Judy Jones, P.E., Agency Director

Districts All

Item No. 13.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

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

**DATE:** September 8, 2020

### **PURPOSE**

To authorize the advertisement and holding of a public hearing for employment of consultant services where contract fees will likely exceed \$100,000.00 for FY21 Collection System Flow Monitoring Services, Program No. C0161.

### **BACKGROUND**

Through a professional services contract, the Water System maintains a network of flow measuring devices to monitor long-term trends for wastewater and infiltration/inflow in major sewers throughout the County. A Request for Proposals will be issued for the installation and maintenance of the flow monitors and flow data analysis.

This public hearing is requested in accordance with Georgia Laws 1991, Page 4492, as follows:

*“Before the Commission expends County funds of \$100,000.00 or more to employ an independent consultant or consulting firm or to conduct an independent study or survey, it shall hold a public hearing thereon. At least 15 days’ notice of the time and place of the hearing shall be published in a newspaper of general circulation in the County.”*

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners authorize the advertisement and holding of a public hearing prior to the employment of a consultant or consulting firm where contract fees will likely exceed \$100,000.00 for design services for FY21 Collection System Flow Monitoring Services, Program No. C0161.

**ATTACHMENTS**

1. Public Notice - 090820 Auth Public Hearing FY21 Collection System Flow Mointoring Services C0161

**NOTICE OF PUBLIC HEARING  
COBB COUNTY BOARD OF COMMISSIONERS**

Notice is hereby given that on **October 13, 2020 at 9:00 a.m.**, the Board of Commissioners of Cobb County will hold a public hearing regarding consultant or consulting firm services expected to exceed \$100,000.00 and involving the following:

**FY21 Collection System Flow Monitoring Services, Program No. C0161.**

This public hearing will be held in the 2<sup>nd</sup> Floor Commissioners' Meeting Room, Cobb County Building, 100 Cherokee Street, Marietta, Georgia.

This September 8, 2020.

Advertise Dates:

September 18<sup>th</sup>, September 25<sup>th</sup>, October 2<sup>nd</sup>, and October 9<sup>th</sup>, 2020

Legal Line Advertisement



## Water System

Judy Jones, P.E

District 3

Item No. 14.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

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

**DATE:** September 8, 2020

### PURPOSE

To approve a construction contract with Smith Pipeline, Inc., for Alberta Drive Area Water Main Replacement, Program No. W2313.

### BACKGROUND

The Alberta Drive area is currently served by 6-inch transite water main that is subject to periodic failure and ongoing repair demands. The proposed project will address these deficiencies and bring the area up to current Water System standards. The project includes abandoning the use of the existing transite pipe water main and replacement with approximately 19,700 linear feet with 6-inch ductile iron pipe and all related appurtenances along Alberta Drive, Alberta Lane, Cynthia Court, Earl Drive, Idlewood Court, Idlewood Drive, Karen Lane, Manitoba Court, Manitoba Lane, Oak Hill Drive, Princeton Lane, Timberline Court, Timberline Lane, and Timberline Road.

**Bids for construction were received on August 13, 2020, and results of the bid were as follows:**

<b>Smith Pipeline</b>	<b>\$1,949,648.00</b>
Ray Campbell Contracting Co., Inc.	\$1,999,733.00
K. M. Davis Contracting Co., Inc.	\$2,065,503.00
The Dickerson Group, Inc.	\$2,194,818.00
D & H Construction Company	\$2,368,658.55
G. S. Construction, Inc.	\$2,920,156.70
Wade Coots Company, Inc.	\$3,048,963.00

**Smith Pipeline submitted the lowest-priced responsive bid in the amount of \$1,949,648.00.**

### IMPACT STATEMENT

N/A



**FUNDING**

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

Transfer from:

Alberta Drive Area Water Main Replacement

Preliminary Estimates	510-500-5754-8005	W2313-Z	\$1,330,000.00
Asbestos/Cement Water Main Replacement			
Preliminary Estimates	510-500-5754-8005	W2055-Z	<u>\$ 673,523.00</u>
Total			\$2,003,523.00

Transfer to:

Alberta Drive Area Water Main Replacement

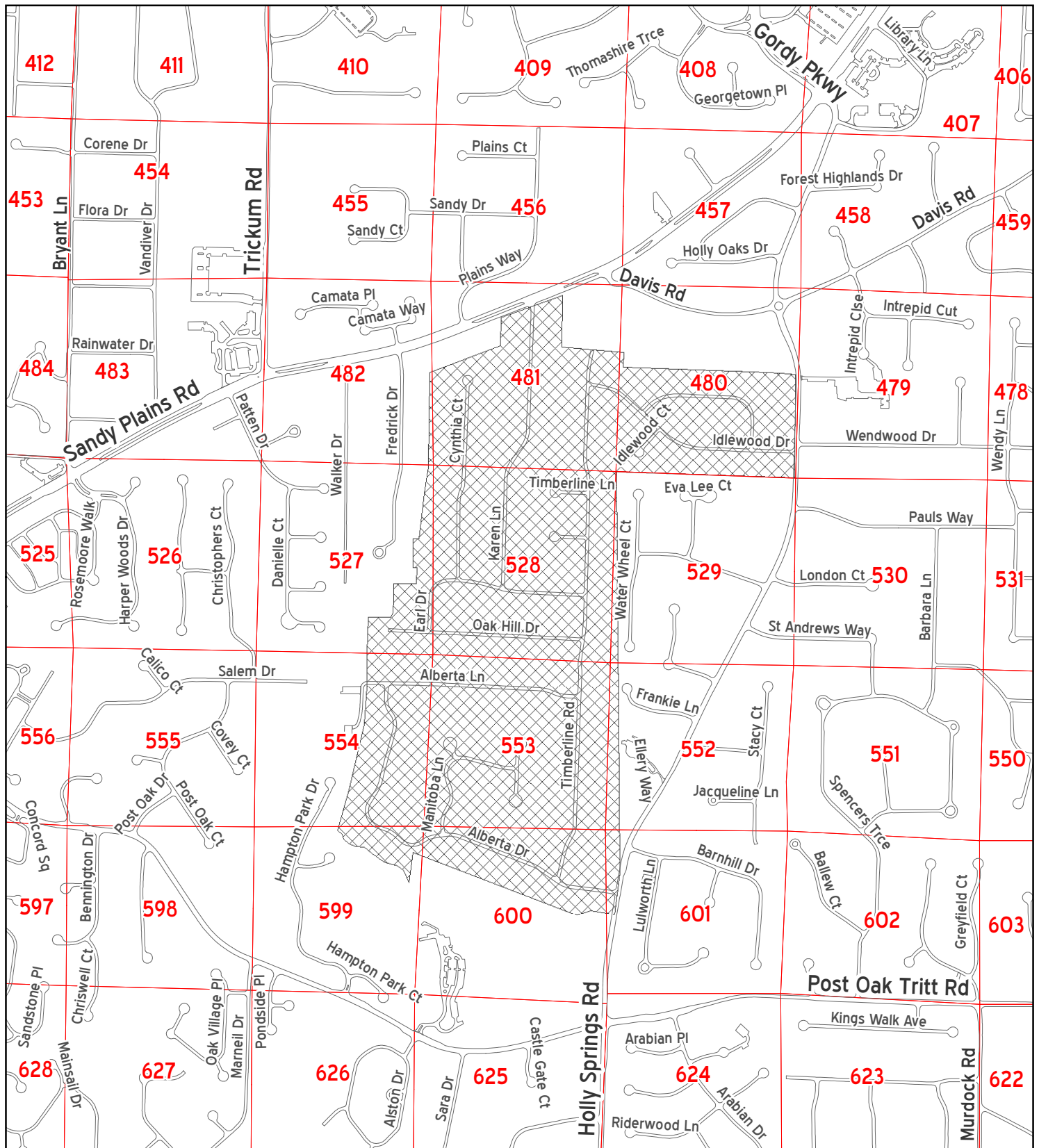
Construction	510-500-5754-8260	W2313-C	\$1,949,648.00
Interest Expense on Retainage	510-500-5754-6613	W2313-A	\$ 4,875.00
Materials & Supplies	510-500-5754-8265	W2313-M	\$ 10,000.00
Contingency	510-500-5754-8810	W2313-T	<u>\$ 39,000.00</u>
Total			\$2,003,523.00

**RECOMMENDATION**

The Board of Commissioners approve a construction contract with Smith Pipeline, Inc., in the amount of \$1,949,648.00, for Alberta Drive Area Water Main Replacement, Program No. W2313; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

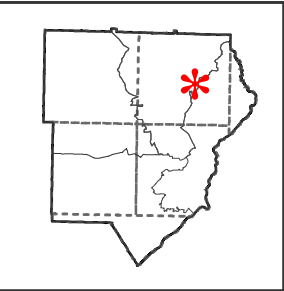
**ATTACHMENTS**

1. Map - 090820 AOB Alberta Drive Area Water Main Replacement W2313



1:12,000

Project: Alberta Drive Area Water Main Replacement  
 Program Number: W2313  
 Land Lot(s): As Shown  
 District: 16th  
 Commission District: 3





## Water System

Item No. 15.

Judy Jones, P.E., Agency Director

District 2

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

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

**DATE:** September 8, 2020

### PURPOSE

To approve Change Order No. 1 to the construction contract with D & H Construction Company for the South Cobb Industrial Boulevard Area Water Main Replacement, Program No. W2377.

### BACKGROUND

On April 23, 2019, the Board of Commissioners awarded D & H Construction Company a contract to replace approximately 5,000 linear feet of deteriorating water main with 8-inch ductile iron water main and all related appurtenances along Martin Court, South Cobb Industrial Boulevard, and Wright Drive.

During execution of the work, several parcels have been encountered with undocumented fire service lines which need to be reconnected to the new replacement water main to maintain water service to private fire suppression systems such as fire hydrants and sprinkler systems. The resulting need to connect fire service lines will result in an increase in the number of connections to the new water mains and in abandonment costs.

**Utilizing bid unit prices, a not to exceed cost of \$19,622.23 has been negotiated to complete this work.**

Original Contract	\$769,771.00
<b>Change Order No. 1</b>	<b><u>\$ 19,622.23</u></b>
Revised Contract	\$789,393.23

### IMPACT STATEMENT

N/A

**FUNDING**

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

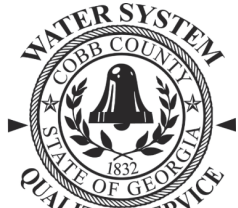
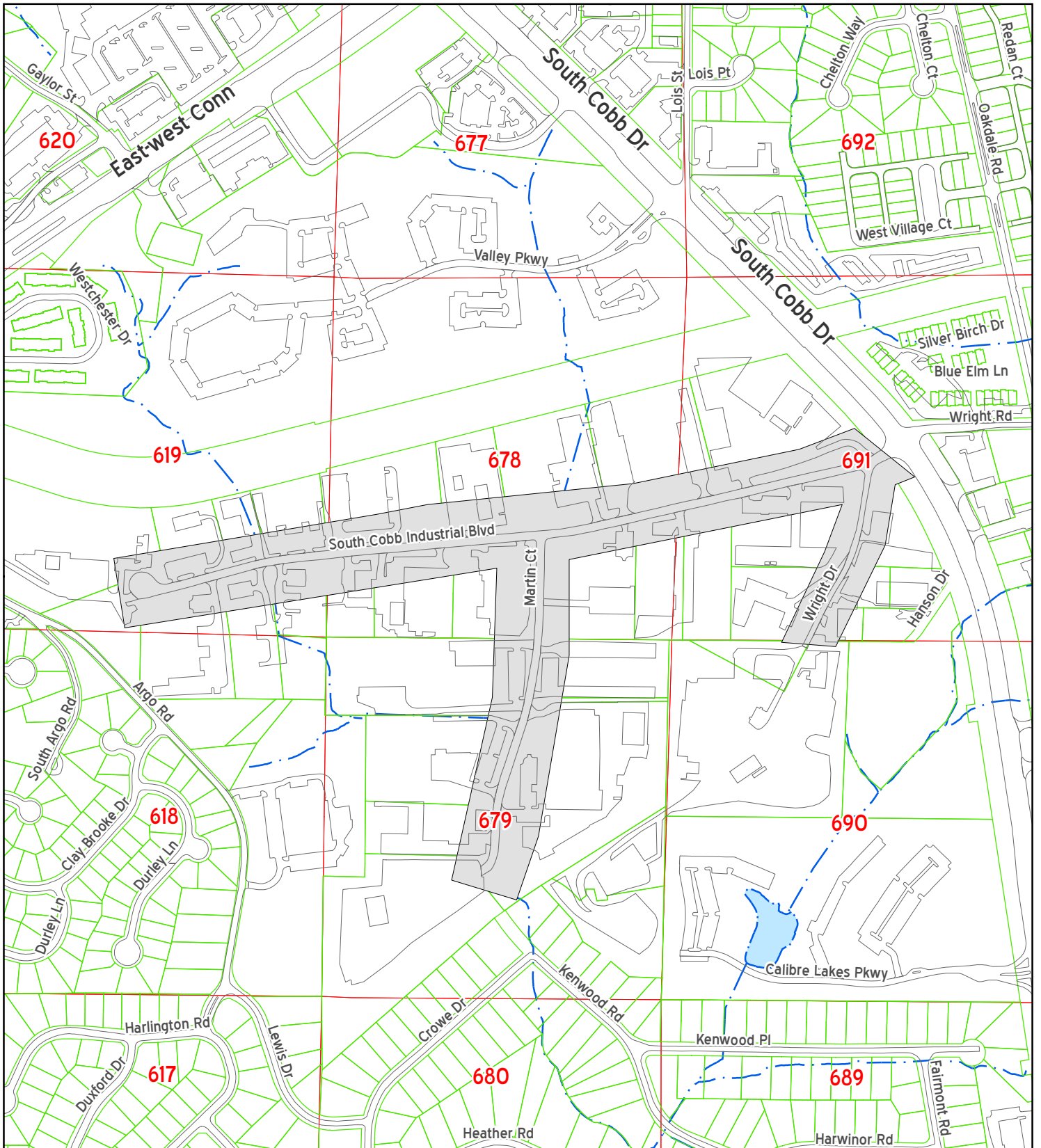
Increase Encumbrance:			
GAE 51004231907	510-500-5754-8260	W2377-C	\$19,622.23
Transfer from:			
Unidentified New/ Replacement Water Mains			
Preliminary Estimates	510-500-5754-8005	W1503-Z	\$19,622.23
Transfer to:			
South Cobb Industrial Boulevard Area Water Main Replacement			
Construction	510-500-5754-8260	W2377-C	\$19,622.23

**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 to the construction contract with D & H Construction Company, in the amount of \$19,622.23, for South Cobb Industrial Boulevard Area Water Main Replacement, Program No. W2377; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

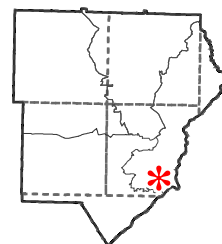
**ATTACHMENTS**

1. Map - 090820 CO1 South Cobb Industrial Boulevard Area WMR W2377



Project: South Cobb Industrial Boulevard Area  
 Water Main Replacement  
 Program Number: W2377  
 Land Lot(s): 619, 678, 679, 690 & 691  
 District(s): 17  
 Commission District(s): 2

1:6,000





## Water System

Judy Jones, P.E., Agency Director

District 4

Item No. 16.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

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

**DATE:** September 8, 2020

### **PURPOSE**

To approve Change Order No. 1 with Engineering Strategies, Inc. for engineering and design services for South Cobb Water Reclamation Facility Headworks Improvements, Program No. T3017.

### **BACKGROUND**

On May 23, 2017, the Board of Commissioners approved an agreement in the amount of \$570,870.00 with Engineering Strategies, Inc. for engineering evaluations and design of headworks and sludge thickening facilities improvements at the South Cobb Water Reclamation Facility. Planned improvements included the replacement of the equipment currently in use for coarse screenings removal, grit removal, and sludge thickening with new units using the same technologies as the units being replaced.

The initial phase of the project was a technical analysis of plant hydraulics and removal efficiencies. As a result of this work, it became apparent that newer, improved coarse screenings and grit removal technologies are available which can provide more efficient and effective solids removal. It is now recommended that coarse screenings equipment be replaced with a more effective multi-rake bar screen system and that existing grit removal equipment be replaced with a stirred vortex grit removal system.

It is also recommended that replacement of the existing, inadequate odor control system that serves the headworks be added to this project. This work had been planned as part of a future project, but it has been determined that it would be more cost-effective to construct the new odor control system concurrently with the other work in this project. It should be noted that odor-related issues have become more critical in recent months.

It is recognized that these changes represent a substantial change in scope, but will result in design of facilities that will provide improved performance, safety, and reliability, as well as reduced operating costs. Construction of the designed improvements, as well as associated construction management costs, will be addressed through one or more additional agenda items.



The Water System proposes Change Order No. 1 to the Agreement with Engineering Strategies, Inc. for design of new grit handling structures, a new electrical building, and a new headworks odor control system. The Water System has negotiated a not to exceed cost of \$495,722.75 for Change Order No. 1 using the original hourly rate schedule.

Original Agreement	\$ 570,870.00	(05/23/2017)
<b>Change Order No. 1</b>	<b><u>\$ 495,722.75</u></b>	
Revised Agreement	\$1,066,592.75	

**IMPACT STATEMENT**

N/A

**FUNDING**

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

Increase Encumbrance:			
GAE 510052317601	510-500-5753-8225	T3017-E	\$495,722.75
Transfer from:			
South Cobb Water Reclamation Facility Miscellaneous Improvements			
Preliminary Estimates	510-500-5753-8005	T3701-Z	\$495,722.75
Transfer to:			
South Cobb Water Reclamation Facility Headworks Improvements			
Engineering	510-500-5753-8225	T3017-E	\$495,722.75

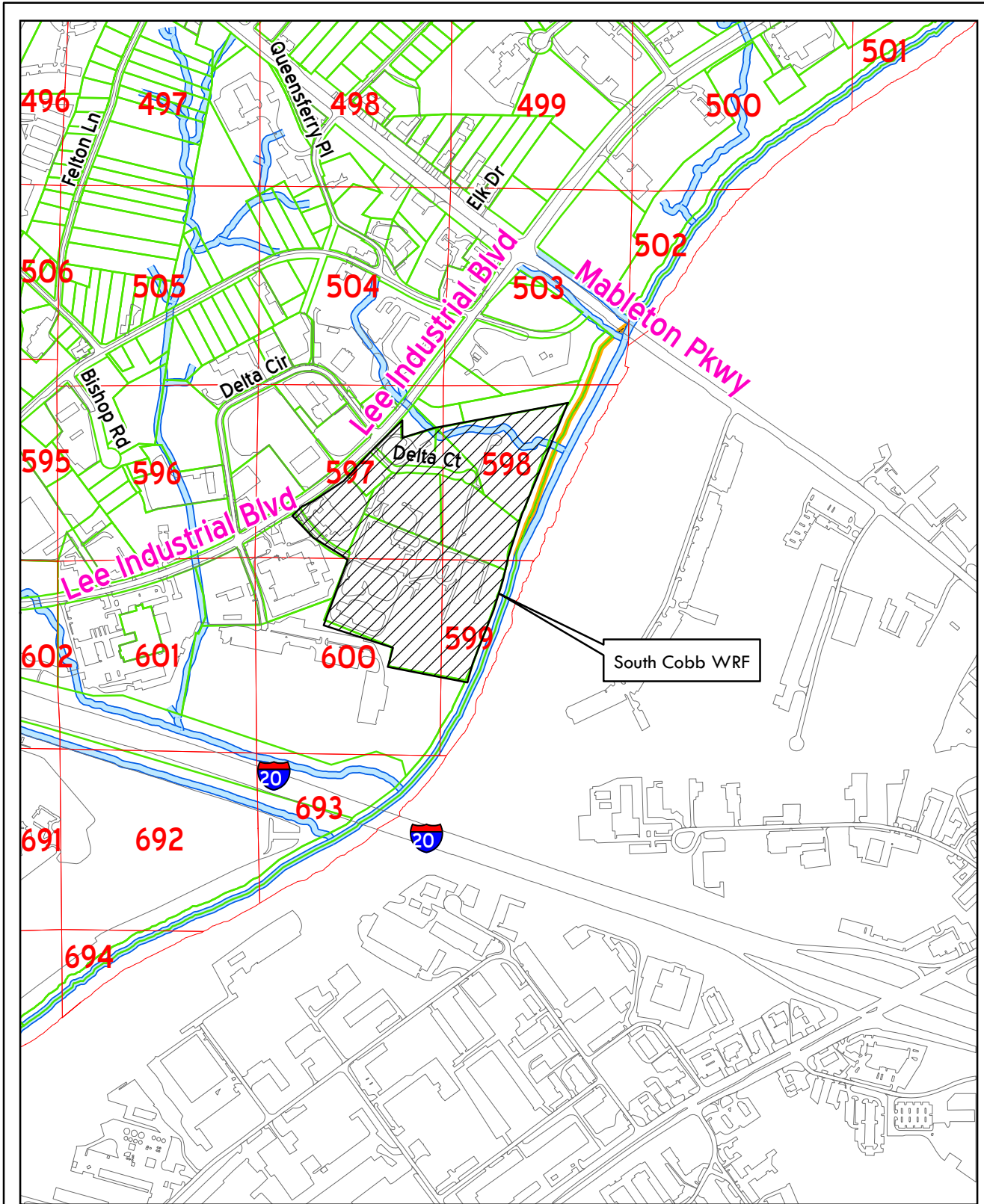
**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 with Engineering Strategies, Inc., in an amount not to exceed \$495,722.75, for the South Cobb Water Reclamation Facility Headworks Improvements, Program No. T3017; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

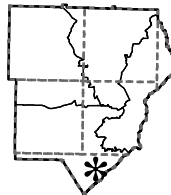
1. Map - 090820 CO1 South Cobb WRF Headworks Improvements T3017





Project: South Cobb Water Reclamation Facility  
 Headworks Improvements  
 Program Number: T3017  
 Land Lot(s): As Shown  
 District(s): 18  
 Commission District(s): 4

1:12,000





## Water System

Item No. 17.

Judy Jones, P.E., Agency Director

District 4

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*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

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

**DATE:** September 8, 2020

### PURPOSE

To approve Change Order No. 1 (final) to the construction contract with Tippins Contracting Co., Inc. for the Tranquil Drive Area Water Main Replacement, Program No. W2359.

### BACKGROUND

On May 22, 2018, the Board of Commissioners awarded Tippins Contracting Co., Inc., a contract to replace approximately 7,000 linear feet of deteriorating water main with 6-inch ductile iron water main and all related appurtenances along Durrell Street, Pacific Drive, Tranquil Drive, and Yates Avenue.

**The construction has been completed at a cost of \$553,428.81 or \$44,571.19 less than the approved contract amount of \$598,000.00.** The decrease is primarily due to a reduction in the quantity of free bores, cased bores, driveway replacements, sidewalk replacements, landscape restoration, and other final quantity adjustments.

Original Contract	\$598,000.00
<b>Change Order No. 1 (final)</b>	<b><u>(\$ 44,571.19)</u></b>
Revised Contract	\$553,428.81

### IMPACT STATEMENT

N/A

**FUNDING**

No additional funding is required for the Water System’s Tranquil Drive Area Water Main Replacement, Program No. W2359.

Decrease Encumbrance:

GAE 51005221810	510-500-5754-8260	W2359-C	\$44,571.19
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Transfer from:

Tranquil Drive Area Water Main Replacement

Construction	510-500-5754-8260	W2359-C	\$44,571.19
Interest Expense on Retainage	510-500-5754-6613	W2359-A	\$ 1,039.42
Materials & Supplies	510-500-5754-8265	W2359-M	\$ 4,876.29
Contingency	510-500-5754-8810	W2359-T	<u>\$12,000.00</u>
Total			\$62,486.90

Transfer to:

Unidentified New/Replacement Water Mains

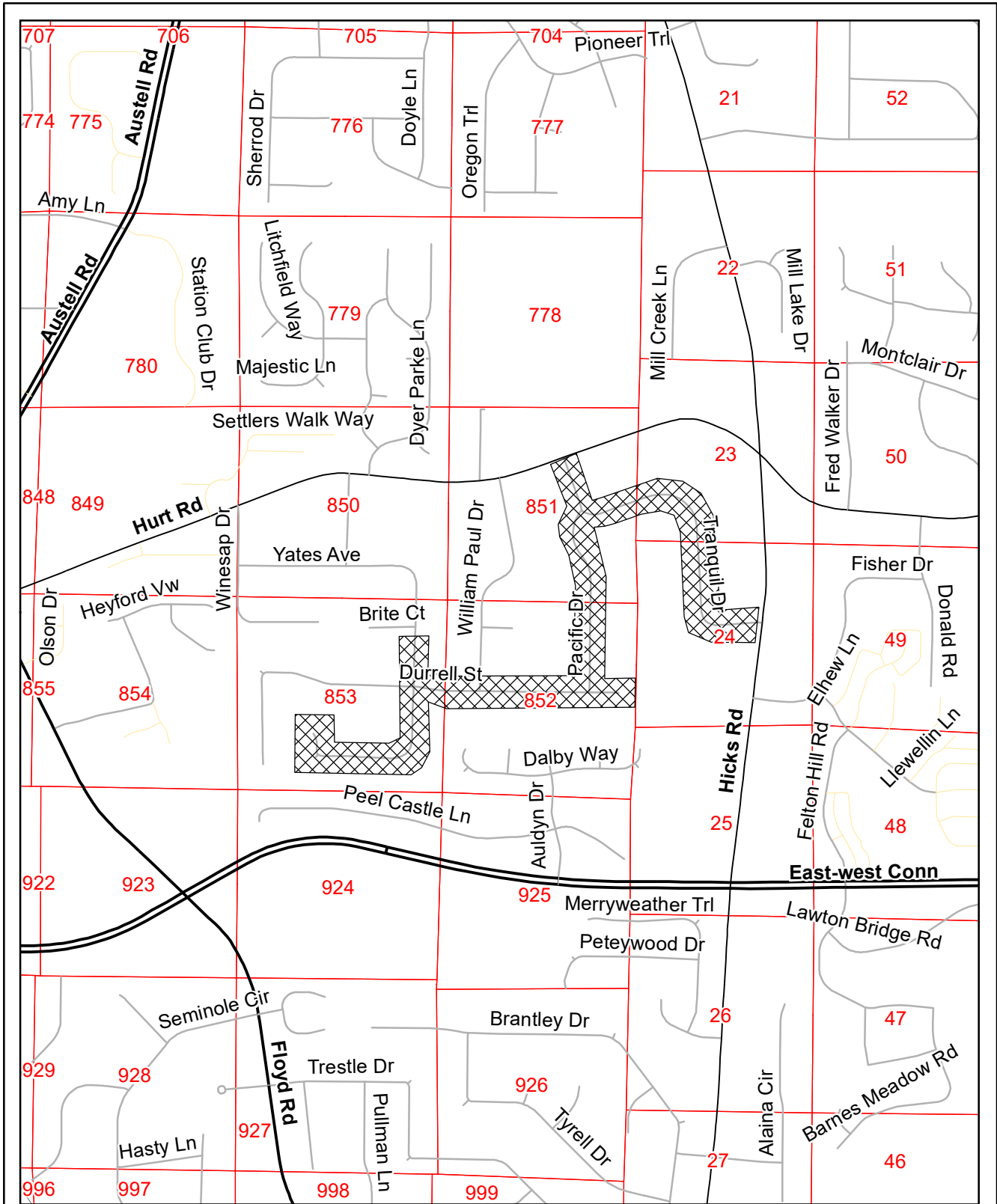
Preliminary Estimates	510-500-5754-8005	W1503-Z	\$62,486.90
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**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 (final) to the construction contract with Tippins Contracting Co., Inc., a savings to the project in the amount of \$44,571.19, for Tranquil Drive Area Water Main Replacement, Program No. W2359; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

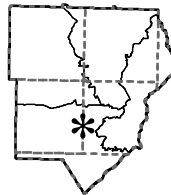
**ATTACHMENTS**

1. Map - 090820 CO1 (final) Tranquil Drive Area WMR W2359



Project: Tranquil Drive Area Water Main Replacement  
 Program Number: W2359  
 Land Lot(s): 23, 24 (17); 851, 852, 853 (19)  
 District(s): 17, 19  
 Commission District(s): 4

1:1,200





## Transportation

Erica Parish, Agency Director

District 4

Item No. 18.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To authorize submission of an application to the Georgia Department of Transportation for installation of an actuated pedestrian hybrid beacon on SR8/Veterans Memorial Highway at Lindley Middle School, and authorize assumption of operation and maintenance responsibilities upon completion of installation.

### **BACKGROUND**

A safety audit of Veterans Memorial Highway conducted by the Department has identified the need for installation of an actuated pedestrian hybrid beacon on Veterans Memorial Highway at Lindley Middle School. A large number of pedestrians were observed crossing Veterans Memorial Highway at this location.

The Department recommends installation of an actuated pedestrian hybrid beacon, as approved by the Federal Highway Administration, at the location where substantial pedestrian crossings have been observed. The pedestrian beacon, sometimes referred to as a "HAWK" (high intensity activated crosswalk) beacon, will be installed at a mid-block crosswalk. When activated, the pedestrian beacon is designed to stop traffic to allow safe crossing of the street.

GDOT will install the pedestrian hybrid beacon, at a cost of approximately \$144,908.00, once this application has been approved and a permit has been issued.

Following installation of the pedestrian hybrid beacon by GDOT, the County will assume all ongoing operation and maintenance responsibilities for the beacon at this location.

### **IMPACT STATEMENT**

Routine operation and maintenance of pedestrian beacons costs approximately \$5,000.00 per beacon annually. Funding to assume the operation and maintenance of this new pedestrian beacon is available in the Department's approved FY21 Operating Budget, as adopted by the Board of Commissioners on July 28, 2020. Continued funding will be included in the Department's future Operating Budget requests, beginning in FY22.

**FUNDING**

Available in the Department’s approved FY21 Operating Budget, as follows:

Available: 010-050-0750-0753-6198/6476 Traffic Control Supplies/Electricity \$5,000.00

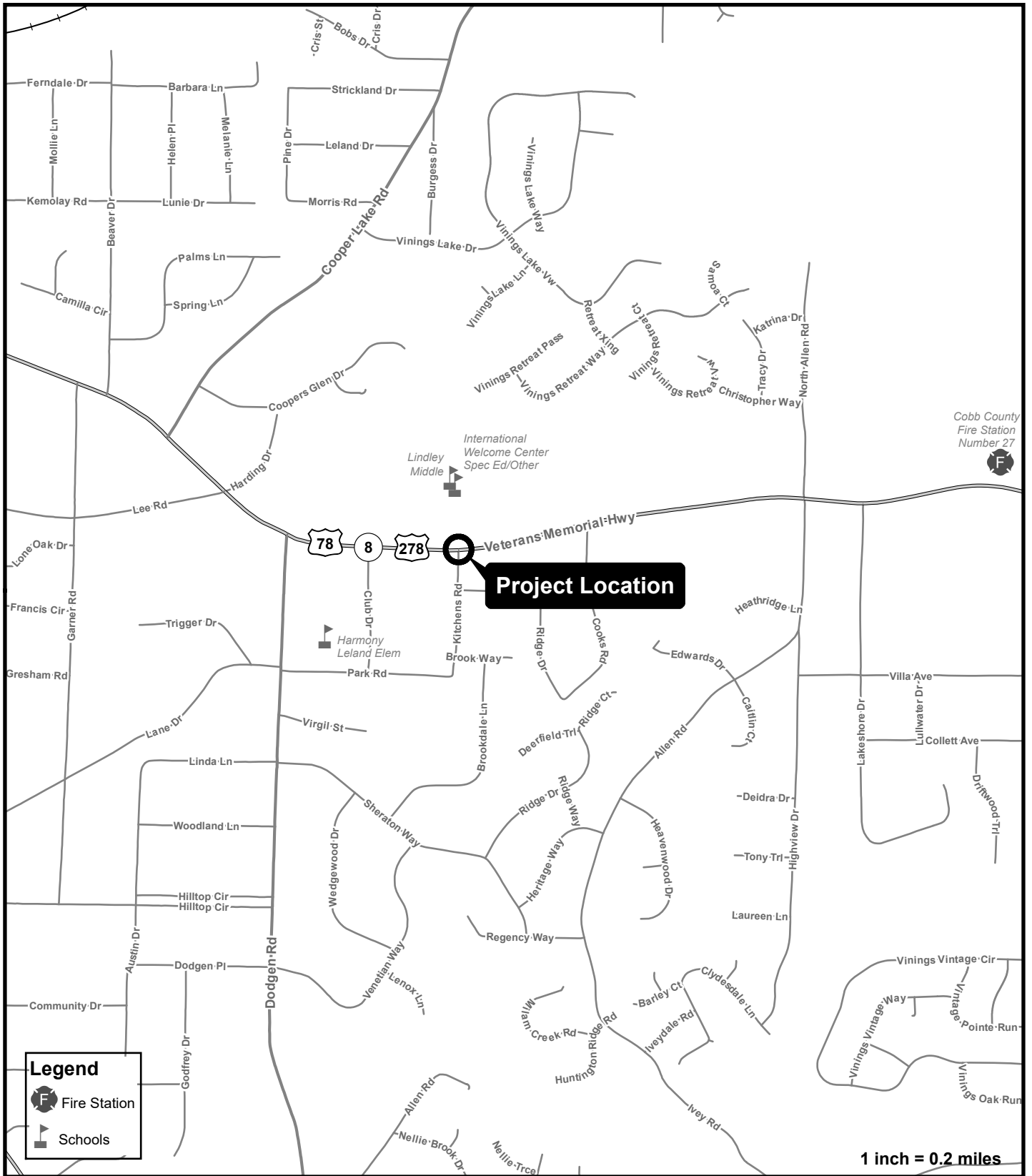
**RECOMMENDATION**

The Board of Commissioners authorize submission of an application to the Georgia Department of Transportation for installation of an actuated pedestrian hybrid beacon on SR8/Veterans Memorial Highway at Lindley Middle School; and further authorize assumption of operation and maintenance responsibilities upon completion of installation.

**ATTACHMENTS**

1. Location Map
2. Department of Transportation State of Georgia Request for Traffic Signal

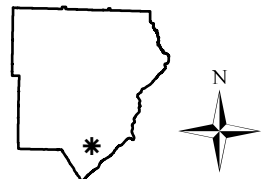
# LOCATION MAP



Department of Transportation

**PROJECT:**  
**Pedestrian Hybrid Beacon Installation**  
**Veterans Memorial Highway at Lindley Middle School**

DATE: September 8, 2020



Notes: Commission District 4



Distribution:  
White – Applicant  
Yellow – State Traffic Engineer  
Pink – District Traffic Engineer

Do Not Write In This Space
Application No. <u>S-067-001350-7</u>
Permit No. _____

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**REQUEST FOR TRAFFIC SIGNAL**

To the Georgia Department of Transportation:

The Board of Commissioners in Cobb County hereby request approval for the use of a traffic signal at the location described below:

**LOCATION**

Local Street names: Veterans Memorial Hwy at Lindley Middle School

State Route Numbers: 8 at

**TYPE SIGNAL**

Stop and Go     Flashing Beacon     School Beacon     Other

**CONDITIONS OF APPLICATION AND STANDARDS OF OPERATION**

In the event that the Georgia Department of Transportation authorizes the use of a traffic signal at the above location, the undersigned agrees to participate in the costs to purchase and install the signal. This level of participation will be determined after a study of the location has been completed. The signal must be installed to the Department's standards and conform with the authorization issued by the Department and the provisions set forth therein.

**COST OF OPERATION**

The full and entire costs of the electric energy and telephone service used to operate the signal shall be at the expense of the applicant without any cost to the Georgia Department of Transportation. The applicant understands that the Department may ask for participation in the cost for the purchase, installation and maintenance of the signal if approved.

**INSPECTION AND APPROVAL**

The installation, maintenance and operation of said signal shall be subject at all times to inspection and approval by a duly authorized engineer of the Georgia Department of Transportation.

**RIGHT TO REVOKE**

The Georgia Department of Transportation reserves the right to revoke the approval should it for any reason desire to do so, by giving the applicant thirty (30) days written notice, and in that event, the applicant agrees to remove said signal from said right-of-way at its own expense or allow it to be removed by the Department.

This application is hereby submitted and all of the terms and conditions are hereby agreed to. The undersigned are duly authorized to execute this instrument.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

Clerk



## Transportation

Erica Parish, Agency Director

District 1

Item No. 19.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To ratify the establishment of “No Parking” zones along both sides of Awtrey Church Road and Hilltop Drive.

### **BACKGROUND**

Awtrey Church Road and Hilltop Drive are classified as Local Streets in the Cobb County Major Thoroughfare Plan. The two roads operate as a single through street, with the road names changing at their eastern intersection, and are located in Commission District 1. The overall pavement width of both streets is 20 feet, with flush shoulders.

The Department received a complaint regarding on-street parking within the area of this intersection that could potentially impact emergency operations. After reviewing documentation of the on-street parking along Awtrey Church Road and Hilltop Drive, within 125 feet on each side of their eastern intersection, the Fire Marshal’s Office staff determined that on-street parking should be restricted in this area to ensure unobstructed traffic flows for emergency service vehicles.

In accordance with Cobb County Code Section 118-155, the Director of Public Safety or Traffic Engineer (Department of Transportation Agency Director) is authorized to prohibit parking or stopping of vehicles on any street or portion of a street when traffic or engineering surveys indicate that such stopping or parking may impede the free flow of traffic on such street. In order to address immediate Public Safety concerns, upon receiving a request from the Department of Public Safety, the Department of Transportation proceeded with installation of no parking signage along both sides of Awtrey Church Road, approximately 125 feet from the sharp turn onto Hilltop Drive, and along both sides of Hilltop Drive, approximately 125 feet from the sharp turn onto Awtrey Church Road.

Required signage for establishment of the “No Parking” zones were installed utilizing in-house crews.

The Department requests ratification of previous action by the Fire Marshal’s Office staff and the Department’s Traffic Engineering Division staff to establish “No Parking” zones on sections of Awtrey Church Road and Hilltop Drive, to address public safety concerns regarding unobstructed traffic flows for emergency service

vehicles.

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

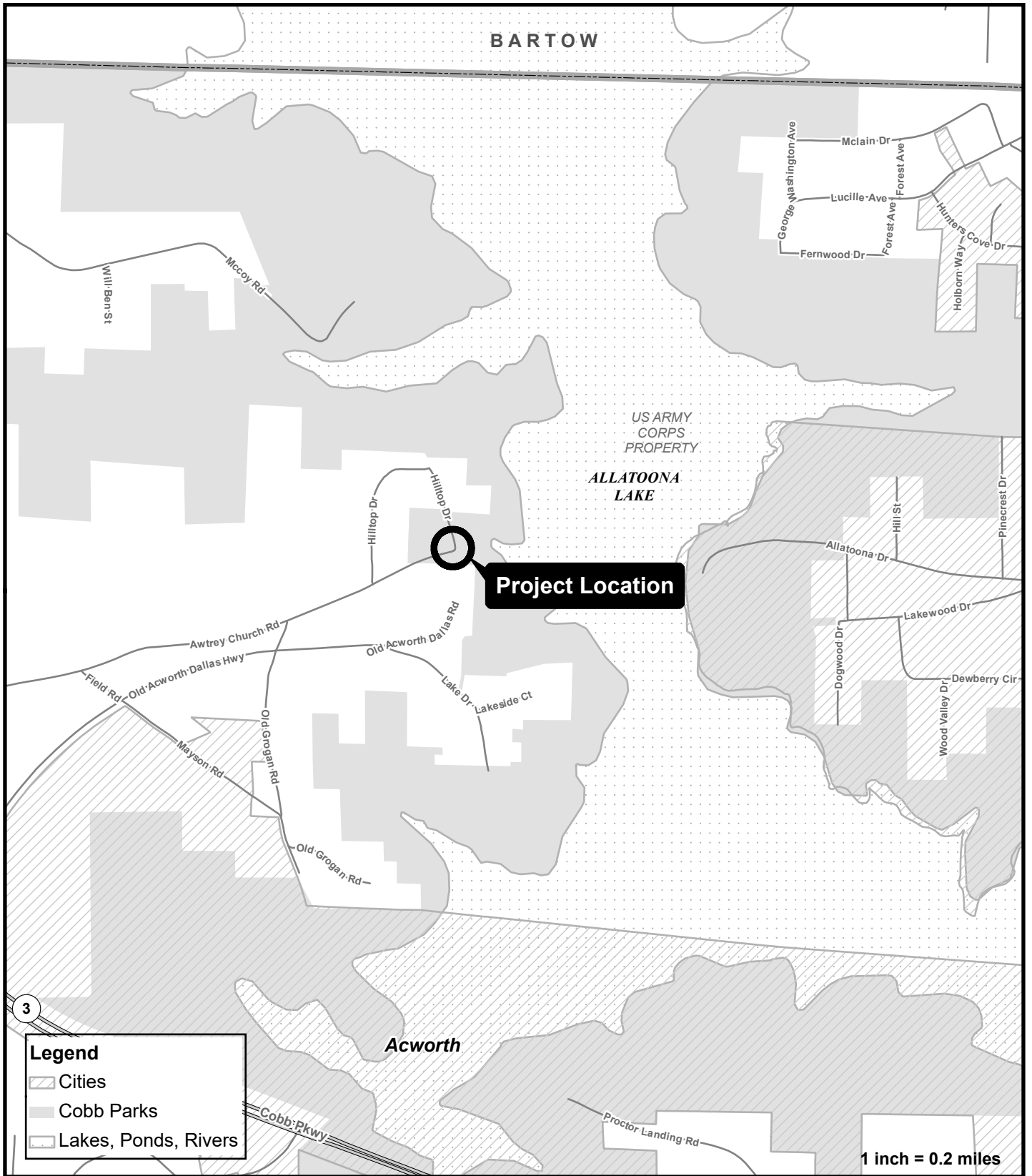
**RECOMMENDATION**

The Board of Commissioners ratify the establishment of “No Parking” zones along both sides of Awtrey Church Road and Hilltop Drive, for a distance of approximately 125 feet on each side from their intersection.

**ATTACHMENTS**

1. Location Map

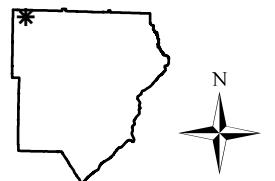
# LOCATION MAP



Department of Transportation

**PROJECT:**  
**No Parking Zone**  
**Awtrey Church Road and Hilltop Drive**

DATE: September 8, 2020



Notes: Commission District 1



## Transportation

Erica Parish, Agency Director

District 3

Item No. 20.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve the Cobb County International Airport – McCollum Field Disadvantaged Business Enterprise Program Triennial Goal for Federal Fiscal Years 2021-2023.

### **BACKGROUND**

On July 27, 2004, the Board of Commissioners approved the Department of Transportation Disadvantaged Business Enterprise (DBE) Plan.

The Federal Aviation Administration (FAA) requires recipients of airport funds in excess of \$250,000.00 annually to have an approved DBE Program in place, and to develop a DBE triennial goal. The DBE Goal for Cobb County International Airport – McCollum Field (Airport) for Federal Fiscal Years 2018-2020 was 11.97 percent.

On June 27, 2017, the Board approved a Master Contract with Michael Baker International, Inc. (Michael Baker), for the program management, planning, design/engineering, and construction management of capital improvement projects at the Airport. This contract is for a term of five years, in an amount not to exceed \$3,000,000.00.

On April 28, 2020, the Board approved Work Order No. F8 to the Master Contract with Michael Baker, in an amount not to exceed \$7,975.00, to update the DBE Triennial Goal for the Airport.

Michael Baker has completed the DBE Triennial Goal update based on the methodology and formula established by federal regulations. The proposed DBE Goal for federally funded projects through the three-year period for Federal Fiscal Years 2021-2023 is 11.17 percent.

In accordance with federal regulations the proposed goal was available for public inspection for 30 days and presented to DBE Stakeholders via a virtual meeting. Following approval by the Board, the proposed Federal Fiscal Years 2021-2023 DBE Triennial Goal will be submitted to the FAA for review and final approval.

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners approve the Cobb County International Airport – McCollum Field Disadvantaged Business Enterprise (DBE) Program Triennial Goal of 11.17 percent for Federal Fiscal Years 2021-2023.

**ATTACHMENTS**

1. FFY 2021-2023 Disadvantaged Business Enterprise Program Methodology for Cobb County International Airport - McCollum Field

**FFY 2021 – 2023  
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM METHODOLOGY  
FOR**



**COBB COUNTY INTERNATIONAL AIRPORT - McCOLLUM FIELD**

**KENNESAW, GEORGIA**

July 2020



## FFY 2021-2023 Overall Disadvantaged Business Enterprise (DBE) Goal Methodology

Airport Sponsor: **Cobb County**

Airport: **Cobb County International Airport - McCollum Field**

**DBELO: Karl von Hagel, Airport Manager**

Cobb County International Airport

1723 McCollum Pkwy

Kennesaw, GA 30144

Phone (770) 528-1615

E-Mail: [Karl.VonHagel@cobbcounty.org](mailto:Karl.VonHagel@cobbcounty.org)

### I. Detailed Methodology: Specific Steps

#### A. Amount of Goal

Cobb County's FFY 2021-2023 overall DBE goal for the federal financial assistance it will expend in USDOT-assisted contracts is the following:

Overall Goal:	<b>11.17%</b>	<b>FFY 2021 Goal</b>	<b>10.21%</b>
Race-Neutral:	<b>0.00%</b>	<b>FFY 2022 Goal</b>	<b>9.75%</b>
Race-Conscious:	<b>11.17%</b>	<b>FFY 2023 Goal</b>	<b>14.71%</b>

Given the amount of USDOT-assisted contracts that the County expects to let during this fiscal three-year period, which is approximately **\$17,370,000**, this means that the County has set a goal of expending approximately **\$1,941,071** with DBEs during FFY 2021-2023.

#### B. Determination of the Market Area of the study

The normal market area is derived by determining where the substantial majority of contracting dollars for AIP-funded projects were spent, and from where the majority of bidders over a given period of time have come. The market area is shown below in Table 1, and is based on the counties from where bidders came who participated in projects at the airport in the past six years, as well as where the substantial majority of dollars were expended. Also, the market area for professional services is based on the location of the airport's engineering consultant (Gwinnett).

**Table 1: Counties in the Local Market Area for  
Cobb County International Airport - McCollum Field**

County	Dollars Expended	Percentage of Dollars Expended	Number of bidders	Percentage of bidders
<b>Cherokee</b>	\$5,588,888	40.6%	1	9.1%
<b>Cobb</b>	\$5,051,416	36.7%	6	54.5%
<b>Gordon</b>	\$2,779,164	20.2%	1	9.1%
<b>SUBTOTAL</b>	<b>\$13,419,468</b>	<b>97.4%</b>	<b>8</b>	<b>72.7%</b>
<b>Others</b>	\$354,564	2.6%	3	27.3%
<b>Total</b>	<b>\$13,774,032</b>	<b>100.0%</b>	<b>11</b>	<b>100.0%</b>

Source: Michael Baker International

**C. Determination of relevant NAICS codes**

Based on information provided by the consulting engineer concerning the proposed projects for this fiscal period, a list of NAICS codes corresponding to these projects was developed and is shown below:

**Table 2: Cobb County International Airport - McCollum Field—  
FFY 2021-2023 Projects & Activities**

FISCAL YEAR	PROJECTS	ACTIVITY	NAICS CODE
FFY 2021 <sup>1</sup>	Taxiway 'A' West Relocation (Phase 1 of 3)	Paving	237310
		Grading and drainage	238910
	North Terminal Area Development / Public Parking	Paving; marking	237310
		Drainage	238910
FFY 2022	Taxiway 'A' West Relocation (Phase 2 of 3)	Paving	237310
		Grading and drainage	238910
	Terminal Area Development for Tract AQ	Grading and drainage; clearing and grubbing; demolition	238910
	Runway 9/27 + Taxiway A/B + Apron Maintenance	Heavy construction	237310
FFY 2023 <sup>2</sup>	Quarry Impacts/ Easement/Fee Simple	Environmental consulting	541620

SOURCE: Michael Baker International

**D. Determination of Relative Availability of DBEs in Market Area, Compared to all Firms**

**Table 3a: DBEs—Cobb County International Airport, by Relevant NAICS Codes — FFY 2021**

**TAXIWAY 'A' WEST RELOCATION (PHASE 1 OF 3)**

Activity	NAICS CODES	DBE Firms	All Firms	Percentage of DBE Firms Available	Grant Amount Breakdown	DBE Amount
Paving	237310	10	47	8.96%	\$4,500,000	\$403,200
Grading and drainage	238910	8	154			
<b>TOTAL =</b>		<b>18</b>	<b>201</b>	<b>STEP 1 DBE BASE FIGURE =</b>		<b>8.96%</b>

<sup>1</sup> S. Parallel Taxiway Relocation - Acquire Tract AQ (10 acres) project (land acquisition only) not included for the purpose of DBE goal setting

<sup>2</sup> Acquire Tract AR (10.84 acres) project (land acquisition only) not included for the purpose of DBE goal setting

**Table 3b: DBEs—Cobb County International Airport, by Relevant NAICS Codes — FFY 2021**

NORTH TERMINAL AREA DEVELOPMENT / PUBLIC PARKING						
Activity	NAICS CODES	DBE Firms	All Firms	Percentage of DBE Firms Available	Grant Amount Breakdown	DBE Amount
Paving, marking	237310	10	47	8.96%	\$900,000	\$80,640
Drainage	238910	8	154			
<b>TOTAL =</b>		<b>18</b>	<b>201</b>			
<b>STEP 1 DBE BASE FIGURE =</b>						<b>8.96%</b>

**Table 3c: DBEs—Cobb County International Airport, by Relevant NAICS Codes — FFY 2022**

TAXIWAY 'A' CENTER RELOCATION (PHASE 2 OF 3)						
Activity	NAICS CODES	DBE Firms	All Firms	Percentage of DBE Firms Available	Grant Amount Breakdown	DBE Amount
Paving	237310	10	47	8.96%	\$4,500,000	\$403,200
Grading and drainage	238910	8	154			
<b>TOTAL =</b>		<b>18</b>	<b>201</b>			
<b>STEP 1 DBE BASE FIGURE =</b>						<b>8.96%</b>

**Table 3d: DBEs—Cobb County International Airport, by Relevant NAICS Codes — FFY 2022**

TERMINAL AREA DEVELOPMENT FOR TRACT AQ						
Activity	NAICS CODES	DBE Firms	All Firms	Percentage of DBE Firms Available	Grant Amount Breakdown	DBE Amount
Grading and drainage; clearing and grubbing; demolition	238910	8	154	5.19%	\$2,700,000	\$140,130
<b>TOTAL =</b>		<b>8</b>	<b>154</b>			
<b>STEP 1 DBE BASE FIGURE =</b>						<b>5.19%</b>

**Table 3e: DBEs—Cobb County International Airport, by Relevant NAICS Codes — FFY 2022**

RUNWAY 9/27 + TAXIWAY A/B + APRON MAINTENANCE						
Activity	NAICS CODES	DBE Firms	All Firms	Percentage of DBE Firms Available	Grant Amount Breakdown	DBE Amount
Pavement rehabilitation; marking	237310	10	47	21.28%	\$270,000	\$57,456
<b>STEP 1 DBE BASE FIGURE =</b>						<b>21.28%</b>

**Table 3f: DBEs—Cobb County International Airport, by Relevant NAICS Codes —  
FFY 2023**

QUARRY IMPACTS /EASEMENT/FEE SIMPLE						
Activity	NAICS CODES	DBE Firms	All Firms	Percentage of DBE Firms Available	Grant Amount Breakdown	DBE Amount
Environmental consulting	541620	5	34	14.71%	\$4,500,000	\$661,950
<b>STEP 1 DBE BASE FIGURE =</b>						<b>14.71%</b>

**SOURCES:**

1. 2018 County Business Patterns, US Census Bureau, June 25, 2020.
2. Georgia DOT UCP Directory, July 2020.

**NOTE: The County Business Patterns data were used as the source to determine the denominator, or the number of all firms in the market area. The DBE directories listed above were used to determine the numerator, or the number of DBE firms in the market area.**

**E. Determination of the DBE Base Figure**

The Step 1 DBE Base Figure for each project was derived by dividing the number of relevant DBE firms by NAICS code into the number of all relevant firms by NAICS code, as indicated in Tables 3a-3f, above.

**FFY 2021**

Taxiway 'A' West Relocation (Phase 1 of 3) – **8.96%**  
North Terminal Area Development / Public Parking – **8.96%**

**FFY 2022**

Taxiway 'A' West Relocation (Phase 2 of 3) – **9.91%**  
Terminal Area Development for Tract AQ – **5.19%**  
Runway 9/27 + Taxiway A/B + Apron Maintenance – **21.28%**

**FFY 2023**

Quarry Impacts/Easement/Fee Simple – **14.71%**

**II. Adjustments to the DBE Base Figure**

After the DBE Base Figure has been developed, the regulations (49 CFR Part 26) require that:

“...additional evidence in the sponsor’s jurisdiction be considered to determine what adjustment, if any, is needed to the base figure in order to arrive at your overall goal” (26:45(d)).

**A. Adjustment Factors to Consider**

The regulations further state that there are several types of evidence that must be considered when adjusting the base figure. These include:

*“(i) The current capacity of DBEs to perform work in your USDOT-assisted contracting program, as measured by the volume of work DBEs have performed in recent years.*

The overall DBE goal accomplishments at the Airport were examined relative to the above consideration. Notice the annual DBE percent accomplishment as indicated below):

**Table 4: Cobb County International Airport-McCollum Field DBE Accomplishments for FFY 2017-2019**

Report Period	Approved DBE Goal	Total DBE Percent achieved	Achieved over/under
<b>FFY 2017</b>	16.80%	47.15%	30.35%
<b>FFY 2018</b>	11.97%	11.45%	-0.52%
<b>FFY 2019</b>	11.69%	11.17%	-0.52%
	<b>MEDIAN =</b>	<b>11.45%</b>	<b>-0.52%</b>

*Source: Michael Baker International*

49 CFR Part 26.45(d)(2) also states that the following must be considered for the purposes of considering an adjustment to the base figure:

*“(i) Statistical disparities in the ability of DBEs to get the financing, bonding and insurance required to participate in your program;*

*“(ii) Data on employment, self-employment, education, training and union apprenticeship programs, to the extent you can relate it to the opportunities for DBEs to perform in your program.”*

There are no local disparity studies or similar documents that can be utilized to adjust the Step 1 DBE base figure. Several agencies were contacted, including the Georgia Entrepreneur and Small Business Development office (ESBD), the Georgia DOT Equal Opportunity Division, and the Kennesaw State University’s Small Business Development Center office in Kennesaw GA.

A disparity study was conducted for the Georgia Department of Transportation (GDOT) and the findings were released in July 2016. The study demonstrated that there exists disparity between the availability of minority- and women-owned firms and DBEs to perform GDOT-funded work, and the utilization of said firms. Because the study does not focus on FAA contracts, the disparity study data will not be used to make an adjustment to the base figure.

None of the entities had any disparity studies or data available for the Cobb County area, and none had any data available noting disparities regarding DBEs’ access to bonding, capital, insurance, etc.

There are a number of programs available to DBEs and other small businesses. GDEcD (<http://www.georgia.org/small-business/>) has resources available for DBEs, including certification information, legislation involving small businesses, and contact information for small and minority business coordinators throughout the state of Georgia.

The Kennesaw State University's Small Business Development Center office in Kennesaw GA has consultants available to assist DBE firms in writing business plans; conforming to federal government regulations; bidding on federal, state and local contracts; find capital, etc. The agency does not conduct disparity studies, but it does provide resources to assist DBEs in obtaining a greater opportunity to participate in federal contracts.

**B. Adjustment to Step 1 DBE Base Figure: Cobb County International Airport - FFY 2021-2023**

With the adjustment factors considered to this point, the County will adjust the Step 1 base figures as calculated above by adding the median of the total percent achieved, derived in Table 4, above (11.45%) to the base figure for each fiscal year as noted, and averaging the total, for an adjusted overall DBE goal.

**Table 5: Overall Goal Calculation – Cobb County International Airport-McCollum Field**

Federal Fiscal Year	Project	Step 1	Step 2 adjustment	Overall Goal	Federal portion project costs	DBE Goal (dollars)
FFY 2021	Taxiway 'A' West Relocation (Phase 1 of 3)	8.96%	11.45%	10.21%	\$4,500,000	\$459,225
	North Terminal Area Development / Public Parking	8.96%	11.45%	10.21%	\$900,000	\$91,845
<b>FFY 2021 Total</b>				<b>10.21%</b>	<b>\$5,400,000</b>	<b>\$551,070</b>
FFY 2022	Taxiway 'A' Center Relocation (Phase 2 of 3)	8.96%	11.45%	10.21%	\$4,500,000	\$459,225
	Terminal Area Development for Tract AQ	5.19%	11.45%	8.32%	\$2,700,000	\$224,640
	Runway 9/27 + Taxiway A/B + Apron Maintenance	21.28%	11.45%	16.37%	\$270,000	\$44,186
<b>FFY 2022 Total</b>				<b>9.75%</b>	<b>\$7,470,000</b>	<b>\$728,051</b>
FFY 2023	Quarry Impacts/ Easement/Fee Simple	14.71%	n/a	14.71%	\$4,500,000	\$661,950
<b>FFY 2023 Total</b>				<b>14.71%</b>	<b>\$4,500,000</b>	<b>\$661,950</b>
<b>FFY 2021 - 2023 Overall DBE Goal</b>				<b>11.17%</b>	<b>\$17,370,000</b>	<b>\$1,941,071</b>

The total DBE goal in dollars was divided by the total federal portion of project costs to derive the overall DBE goal of **11.17%** for FFY 2021-2023.

**Resources: Cobb County International Airport - McCollum Field -  
Disadvantaged Business Enterprise Program Methodology (FFY 2021 -2023)**

**A. Resource Documents**

1. 2018 County Business Patterns, U.S. Census Bureau, June 25, 2020.
2. Georgia UCP Directory, July 2020.



# APPENDIX A:

## PUBLIC COMMENTS

The notice to the public was posted at <http://www.cobbcountyairport.org> (see [Appendix B](#)). No comments from the public have yet been received as of this submittal.

The DBE subconsultant to the Airport's engineering consultant hosted a web conference on Friday, August 7, 2020 at 11:30 a.m. There were 70 invitations sent out, and there were nine participants. The presentation covered the DBE program, recent changes to the federal regulations, and the DBE goal for federal fiscal years (FFY) 2021-2023. The session lasted about 35 minutes.

Comments and discussion are noted below:

### **Is there a need for dump truck hauling on this project (NAICS code 484220)?**

There may be a need for dump truck hauling on some of the construction projects. It was not a line item in the engineering cost estimates when the DBE goal was calculated, but hauling is usually one of the areas of work in which prime contractors seek DBE participation. That is a good question to ask at a pre-bid meeting.

### **Is there any need for structural engineering type of work?**

That was not a line item for any of the projects that were considered for the upcoming three-year period. But again, that may be a better question to ask at a pre-bid meeting.

From the airport manager: We do have a project that taxiway, a relocation project. It's not completely defined yet, but it may require a bridge structure. And if that occurs, then a structural engineering firm might be something that's needed, that will really take place, as Kevin says, when we get closer to it and we'll know exactly what the details of the project are, we'll know that better. That's a couple, three years away.

### **is the pre-bid already out and everything kind of set up, like even for the fiscal year 2021? when are the projects supposed to be available for us to start working toward, bidding on or taking a look at that sort of thing?**

These are proposed projects that are upcoming for federal fiscal years. 2021 through 2023. So the requirement for the airport, as far as putting together the program plan, is to submit it ahead of the upcoming federal fiscal year. The deadline normally is August 1st prior to the beginning of the federal fiscal year. Because of the pandemic, that deadline was pushed back to October 1st. The County is still well ahead of schedule in terms of putting this together. But because these are proposed projects, this is basically a snapshot of what the County proposes to be done. The timeline is not defined yet.

From the airport manager: The proposed projects are all dependent upon funding, via federal and state support. As we move forward with our planning and with our engineering, we get some idea of what the funding support looks like, that's when we start to put together the actual bidding package. Generally, with the FAA, we're usually bidding in the spring; that's the way that works. But that's just a general timeline; it can happen at any time. Right now, none of these projects have a scheduled letting date yet.

**How would we stay abreast with any updates, any scheduled meetings and stuff? Would we be emailed like we were [for this meeting], or is there a web or a location we need to be focusing on?**

You can keep abreast on the Cobb County Purchasing Department's website. Everything that we bid out project-wise is bid publicly, as an advertised bid request. So you'll see [the projects] there. Sometimes, depending on the project and the size, they may be posted in plan rooms, and you can see the projects sometimes in there. But for absolute positive notification, you want to do the necessary steps to keep in touch with the county purchasing bid sites.

## Cobb County International Airport DBE Stakeholders Meeting

Friday, August 7, 2020

11:30 AM - 12:00 PM (EDT)

Please join my meeting from your computer, tablet, or smartphone.

<https://www.gotomeet.me/KWAPlanning/cobb-county-international-airport-dbe-stakeholders>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3311](tel:+18722403311)

**Access Code:** 502-288-021

**Join from a video-conferencing room or system.**

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Meeting ID: 502 288 021

Or dial directly: 502288021@67.217.95.2 or 67.217.95.2##502288021

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/502288021>

Cobb County, as owner and operator of the **Cobb County International Airport-McCollum Field**, is a recipient of federal grant funds from the Federal Aviation Administration (FAA). As a condition of receiving the funds, the County is required to establish a Disadvantaged Business Enterprise (DBE) program plan, including a triennial overall DBE goal.

In accordance with [49 CFR Part 26.45\(g\)\(1\)](#), one of the requirements of the DBE plan is to have a scheduled, direct, interactive exchange with stakeholders. The purpose of the exchange is to become educated on the requirements of the DBE program, and to solicit input on the goal-setting process. Stakeholders are also asked to give their input on:

- Barriers to participation in federally-funded projects
- The effects of discrimination on opportunities for DBE firms
- Ways to level the playing field to increase opportunities for all firms, including DBE firms.

The County has established an overall DBE goal for federal fiscal years (FFY) 2021-2023 of **11.17%** (<https://www.cobbcounty.org/transportation/airport>). You are invited to take part in a short PowerPoint presentation via web conference, and you are invited to give input in writing or via the web conference. Kevin Weeden of Ken Weeden & Associates, Inc., will facilitate and moderate the meeting on behalf of the County.

Please email Kevin at [kevin-weeden@kwaplanning.com](mailto:kevin-weeden@kwaplanning.com) if you are available to participate. Your participation and input are quite valuable in this process, and would be much appreciated. Please reply by **9:00 a.m. on Friday, August 7, 2020** if you or a representative of your organization plan to participate. Thank you.

Kevin Weeden, Ken Weeden & Associates, Inc.

Phone: 678-540-8647

Cell: 919-889-8328

**APPENDIX B:**

NOTICE TO THE PUBLIC



## Airport

### NOTICE TO PUBLIC

#### Disadvantaged Business Enterprise (DBE) Goal for Cobb County International Airport-McCollum Field - July 2020

Cobb County International Airport-McCollum Field, owned and operated by Cobb County, hereby gives notice and announces a proposed overall goal for its Disadvantaged Business Enterprise (DBE) Program for federal fiscal years (FFY) 2021-2023. The proposed overall DBE goal is **11.17%** for all Airport Improvement Program (AIP)-funded projects in FFY 2021-2023. The methodology used in developing this goal is available for inspection during normal business hours at the administrative office of the **Airport Director, Cobb County International Airport-McCollum Field, 1723 McCollum Parkway, Kennesaw, GA 30144** or [click here to download the document](#). The County will receive and consider public comments on the proposed goal until **August 29, 2020**. Comments may be submitted to the Airport at the above address, or to [Karl.VonHagel@cobbcounty.org](mailto:Karl.VonHagel@cobbcounty.org).

For additional information and questions, please contact **Karl Von Hagel** at **(770) 528-1615**, during normal business hours.



#### FY 2021-2023 Airport DBE Goal Development Methodology

[Click here to view the methodology used in developing the FY 2021-2023 DBE goal for AIP-funded projects.](#)

## Attachment 6

# Breakout of Estimated Race-Neutral & Race- Conscious Participation

## I. Breakout of Estimated Race-Conscious/Race-Neutral Participation

The County will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The County will use a combination of the following race-neutral means to increase DBE participation:

*Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses participation (e.g., unbundling large contracts to make them more accessible to small businesses, encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);*

*Disseminating information communications on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders, ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors).*

The County estimates that it will meet its overall goal of **11.17%** through race-conscious measures. The reason for this projection is that the historical information on DBE participation showed that the median amount by which annual DBE accomplishments on the AIP projects funded in FFY 2017-2019 were exceeded was -0.52% (see [Table 4](#)). Therefore, the goal is projected to be met via race-conscious measures for this fiscal three-year period.

The County will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (26.51(f)) and it will track and report race-neutral and race-conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

## II. Process

The County will normally submit its overall goal to the FAA on August 1 of the required year of submission for general aviation airports in the FAA's Southern Region.

In establishing the overall goal, the County provided for consultation and publication. The consultation included minority-, women's and general contractor groups, and small business organizations that could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of



discrimination on opportunities for DBEs, and the County's efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange via a web conference with as many interested stakeholders as possible focused on obtaining information relevant to the County's goal setting process. The consultation web conference was held on Friday, August 7, 2020, prior to the submission of the DBE goal methodology to the FAA for review pursuant to paragraph (f) of this section. The County documented in the goal submission the consultation process that was utilized (see [Appendix A of Attachment 5](#)).

Following this consultation, the County published a notice of the proposed overall goal, informing the public that the proposed goal and its rationale were available for inspection during normal business hours at the office of the Airport Manager for 30 days from the date of the notice. The notice was posted on the County's website (<https://www.cobbcounty.org/transportation/airport>).

The County will begin using the overall goal on October 1 of each year, unless the County has received other instructions from USDOT/FAA (or, if the goal is established on a project basis) by the time of the first solicitation for a USDOT/FAA-assisted contract for the projects.

### **III. Contract Goals**

The County will use contract goals to meet any portion of the overall goal that the County does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of its overall goal that is not projected to be met through the use of race-neutral means.

The County will establish contract goals only on those USDOT-assisted contracts that have subcontracting possibilities. The County does not need to establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

The County will express its contract goals as a percentage of the total amount of a USDOT-assisted contract.



## Transportation

Erica Parish, Agency Director

Districts All

Item No. 21.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To adopt a resolution designating electronic signature authority to the Department of Transportation Agency Director and to the Transit Division Manager for the Federal Transit Administration Transit Award Management System process.

### **BACKGROUND**

Cobb County is the recipient of annual federal transit assistance funding administered by the Federal Transit Administration (FTA). These funds are used to finance capital, planning, and operating projects for the Transit Division. The Transit Award Management System (TrAMS) is utilized to electronically apply for and manage all aspects of various FTA grant programs. County staff and elected officials utilize TrAMS to create and submit FTA grant applications, execute the annual Certifications and Assurances required by FTA, execute grant awards, and submit budget revisions and quarterly reports. A Personal Identification Number (PIN) is required to perform many of these functions.

To effectively maintain system security and integrity, the process for receiving and updating TrAMS user access privileges requires formal authorization by the governing body of each grant recipient. To receive a PIN for conducting ongoing grant management activities, the Board of Commissioners must adopt an Authorizing Resolution and execute a Designation of Signature Authority document, as required by the FTA.

Periodically, there is a need to update existing TrAMS user access privileges to add new staff and delete those no longer needing access. The Department recommends authorization for Erica Parish, Director, Cobb County Department of Transportation, to receive a PIN and Andrea Foard, Transit Division Manager, Cobb County Department of Transportation, to use a previously assigned PIN for submission of grant applications, performance of various grant management activities and to execute awards via the FTA TrAMS process, as authorized by the Board.

### **IMPACT STATEMENT**

N/A

## **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners adopt a resolution designating electronic signature authority to the Department of Transportation Agency Director, Erica Parish, and to the Transit Division Manager, Andrea Foard, for various grant application, execution, and management activities via the Federal Transit Administration Transit Award Management System process; and authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Resolution
2. Designation of Signature Authority for the Transit Award Management System

**RESOLUTION**

*Resolution authorizing the designation of electronic signature authority for the submission of grant applications, executing awards and performance of various grant management activities with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for Federal transportation assistance authorized by Chapter 53 of Title 23 of the U.S. Code, Urbanized Area Formula Grants (49 U.S.C.) and other Federal statutes administered by the Federal Transit Administration.*

**WHEREAS**, the Federal Transit Administration has been delegated authority to award Federal financial assistance for transportation projects; and

**WHEREAS**, Cobb County Government has received authority from the designated recipient, the Atlanta Region-Transit Link (ATL), to apply for Urbanized Area Formula Program Assistance.

**NOW, THEREFORE, BE IT RESOLVED** by the Cobb County Board of Commissioners:

1. That the Department of Transportation Agency Director and Transit Division Manager are authorized to submit grant applications and perform various grant management activities with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53 of Title 23 of the United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration, on behalf of Cobb County, as authorized by the Board of Commissioners.
  
2. That the Department of Transportation Agency Director and Transit Division Manager are authorized to execute awards and submit other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement, as authorized and executed by the Board of Commissioners.

**CERTIFICATION**

The undersigned duly qualified Chairman of the Cobb County Board of Commissioners, acting on behalf of the Cobb County Board of Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Cobb County Board of Commissioners held on September 8, 2020.

This day of \_\_\_\_\_ 2020

\_\_\_\_\_  
Michael H. Boyce, Chairman

Cobb County Board of Commissioners

Attest:

Clerk \_\_\_\_\_

Cobb County Board of Commissioners



# 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*

## DESIGNATION OF SIGNATURE AUTHORITY FOR THE TRANSIT AWARD MANAGEMENT SYSTEM (TrAMS)

Cobb County, Georgia, a political subdivision of the State of Georgia (Cobb County), hereby designates Erica Parish, Agency Director, and Andrea Foard, Transit Division Manager, Cobb County Department of Transportation, as authorized to: 1) access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS); 2) be assigned or use a previously assigned Personal Identification Number (PIN) to transmit grant applications to FTA for Federal assistance (or amendments thereafter), and execute all awards of FTA assistance, on behalf of Cobb County and the officials named below, thus binding the Applicant's/Recipient's compliance with FTA's requirements.

\_\_\_\_\_  
Michael H. Boyce, Chairman  
Cobb County Board of Commissioners

\_\_\_\_\_  
Date

Affirmed and approved as to legal form:

\_\_\_\_\_  
H. William Rowling, Jr., County Attorney  
Cobb County Attorney's Office

\_\_\_\_\_  
Date

Approved as to substance:

\_\_\_\_\_  
Erica Parish, Agency Director  
Cobb County Department of Transportation

\_\_\_\_\_  
Date



## **PARKS**

Jimmy Gisi, PARKS Director

Districts 1, 2, 4

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**Item No. 22.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Jimmy Gisi, PARKS Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve a Project Agreement with Controlled Access, Inc. for the installation of the County's enterprise access control and surveillance system in five Cobb PARKS facilities.

### **BACKGROUND**

Cobb PARKS plans to enhance the safety and security of PARKS facilities by providing a tool to aid PARKS and the Cobb Public Safety Department in their efforts to prevent and solve crimes. This project includes the installation of networked security cameras and related hardware and software. Funding for this project was approved by the Board of Commissioners on December 16, 2019 by allocating previously undesignated capitol funding.

On February 14, 2017, the Board of Commissioners authorized the issuance of and advertisement for a Request for Qualifications (RFQ) to pre-qualify vendors capable of providing design, installation and maintenance services for the County's enterprise video surveillance and access control system.

On November 13, 2018 the Board of Commissioners approved Master Agreements with the three (3) pre-qualified firms: Controlled Access, Inc., Convergent Technologies, and OnePath for adding additional departments/facilities to Cobb County's enterprise and control access system. Each pre-qualified firm has the opportunity to bid on individual projects.

Working with Information Services, Cobb PARKS has identified five facilities to include in this phase of the project that would benefit most from these enhanced security measures: South Cobb Recreation Center, Wild Horse Creek Park, Ron Anderson Recreation Center, PARKS Administration Complex, and Terrell Mill Tennis Center. Cameras will provide internal and external coverage, including facility entrances, parking areas, roadway approaches, etc. The system will include a combination of a network video recorder, dome cameras, bullet cameras, multi-sensor cameras, an uninterruptible power supply, surge protection and all cable and connections for a fully functional video surveillance system.

All three pre-qualified firms were invited to provide project bids, based on the system design for each facility. Controlled Access, Inc. provided the sole proposal, in an amount not to exceed \$144,994.81.

**IMPACT STATEMENT**

Maintenance on all parts and service is covered under a one-year warranty from Controlled Access, Inc. Additionally, there is a three-year manufacturer’s warranty on all parts. Beginning in FY22 and beyond, maintenance costs, if needed, will be covered by the department's operating budget.

**FUNDING**

Funding is available in the adopted FY20 PARKS budget as follows:

010-105-3200-8481 (Security Equipment)	\$144,994.81
--	--------------

**RECOMMENDATION**

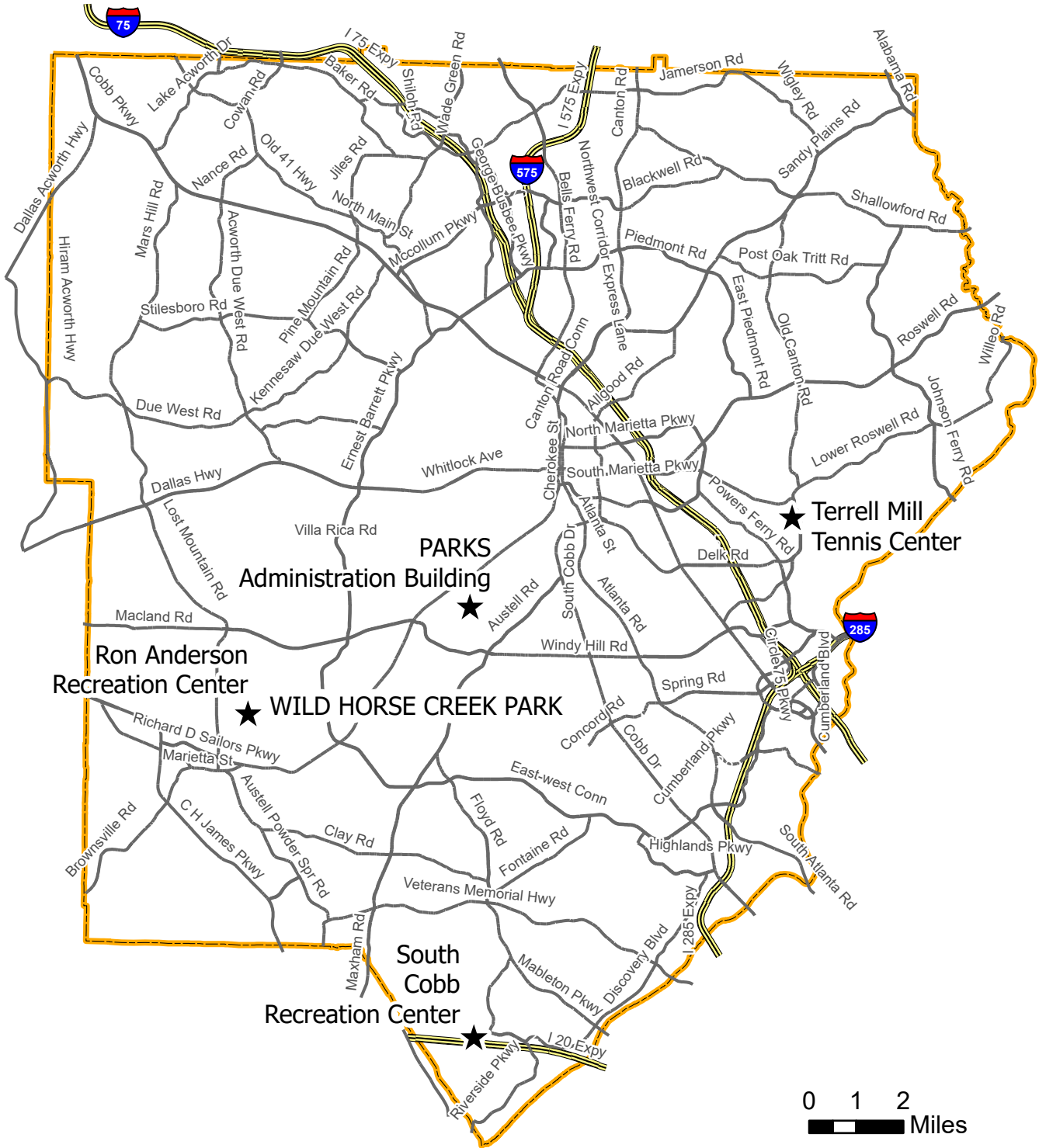
The Board of Commissioners approve a Project Agreement with Controlled Access, Inc. in an amount not to exceed \$144,994.81, for the installation of the County’s enterprise access control and surveillance system in five Cobb PARKS facilities; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

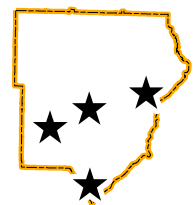
1. Location Map



# LOCATION MAP



- PARKS Administration Building - District 1
- Terrell Mill Tennis Center - District 2
- Ron Anderson Recreation Center - District 4
- South Cobb Recreation Center - District 4
- Wild Horse Creek Park - District 4



Notes: Ron Anderson Recreation Center lies within Wild Horse Creek Park



## **PARKS**

Jimmy Gisi, PARKS Director

Districts All

**Item No. 23.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Jimmy Gisi, PARKS Director

**DATE:** September 8, 2020

### **PURPOSE**

To authorize the purchase of replacement maintenance equipment for the upkeep of County parks from collected cellular tower ground lease revenues.

### **BACKGROUND**

On January 9, 2018, the Board of Commissioners approved the replacement of capital equipment for operations and maintenance to the list of infrastructure improvements eligible for funding collected from cellular towers in county parks. The capital equipment items listed below will replace equipment that has reached and surpassed its useful life. The equipment replacements will be purchased from Vermeer Southeast under Sourcewell national purchasing contract, Deere & Company, Jerry Pate Turf & Irrigation and Yancey Bros. under Georgia State Contracts and by low quote from Lanier Outdoor Power Equipment, SunSouth and Redmond & Son.

#### **John Deere Wide Area Mower**

A quote was obtained through Georgia State Contract #99999-001-SPD0000102 from Deere & Company for two (2) John Deere 1600 Turbo 11' Wide Area Mowers for the total amount of \$109,309.06.

#### **Reel & Bedknife Grinder**

A quote was obtained through the Georgia State Contract #99999-001-SPD0000102 from Deere & Company for a reel & bedknife grinder for the total amount of \$65,541.43. Our existing equipment will no longer sharpen the blades requiring the outsourcing of this process which is very expensive.

#### **Reel Mower**

A quote was obtained through the Georgia State Contract #99999-001-SPD0000102-0014 from Jerry Pate Turf & Irrigation for (1) 3-gang reel mower for the total amount of \$31,548.51.

#### **Toro Sand Pro/Rahn Groomer Attachment**

A quote was obtained through the Georgia State Contract #99999-001-SPD0000102-0014 from Jerry Pate Turf & Irrigation for the purchase of (1) Toro Sand Pro Groomer and Rahn Groomer attachment for the total amount of \$18,655.00.

Brush Chipper

A quote was obtained through Sourcewell National Purchasing Contract #062117-VRM from Vermeer Southeast for the purchase of a Vermeer Brush Chipper for the total amount of \$38,443.00.

Skid Steer Loader

A quote was obtained through Georgia State Contract #99999-001-0000102-0025 from Yancey for one (1) skid steer loader for the total amount of \$57,279.00.

Zero-Turn Mowers

Quotes were obtained from three vendors for the purchase of four (4) Husqvarna zero turn mowers. Lanier Outdoor Power Equipment provided the lowest responsible quote for the total amount of \$36,388.00.

<b>Lanier Outdoor Power</b>	<b>\$36,388.00</b>
Elite Power Equipment	\$37,127.96
Saw and Mower Service	\$39,500.00

John Deere TS Gator 4x2 Vehicles

Quotes were obtained from three vendors for the purchase of (3) John Deere TS Gator Utility Vehicles. Although Dowda Equipment provided the lowest quote, they could not provide delivery until 2021 due to equipment shortages. Sun South provided the next lowest responsible quote for the total amount of \$22,668.45. Purchasing has been given a justification.

Dowda Equipment Co.	\$22,461.20
<b>Sun South LLC</b>	<b>\$22,668.45</b>
AgPro	\$23,206.04

Surface Sander/Edge Sander/Router Table

Quotes were obtained from three vendors for the purchase of a Surface Sander, edge sander and router table. Redmond & Son, Inc. provided the lowest responsible quote for the total amount of \$9,249.97. The units in our construction shop are past their useful life and no longer usable.

<b>Redmon &amp; Son, Inc.</b>	<b>\$ 9,249.97</b>
Elkins Technology	\$10,017.00
Parts Depot USA	\$10,180.00

**IMPACT STATEMENT**

No new maintenance or operational costs are associated with these items. Savings will be realized in the PARKS operational budget due to increased efficiencies and fewer needed repairs.

**FUNDING**

Funding is available with the following budget transactions:

Decrease Expenditure:	010-105-3200-8818	(Standard Restricted Reserve Contingency)	\$389,082.42
Increase Expenditure:	010-105-3200-8405	(Building & Grounds Equipment)	\$377,251.46
Increase Expenditure:	010-105-3200-8450	(Machinery & Shop Equipment)	\$ 9,249.97
Increase Expenditure:	010-105-3200-6577	(Freight & Shipping)	\$ 2,580.99

**RECOMMENDATION**

The Board of Commissioners authorize the purchase of capital equipment replacement from collected cellular tower revenue under provisions of the Georgia State Contract in a total amount not to exceed \$320,776.00; authorize the purchase of capital equipment replacement from collected cellular tower revenue under Cobb County Purchasing Policy rules in the amount of \$68,306.42; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



**Senior Services**  
Jatunn Gibson, Director  
Districts ALL

---

**Item No. 24.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** Jatunn Gibson, Director  
**DATE:** September 8, 2020

**PURPOSE**

To authorize the application and acceptance of the Meals on Wheels America COVID-19 Phase 2 Response Grant.

**BACKGROUND**

Cobb Senior Services (CSS) submitted a grant application for emergency COVID-19 funding on July 1, 2020 through Meals on Wheels America (MOWA) and has been awarded \$55,000. This grant aligns with CSS' business continuity plans and will fund emergency needs related to expanding or adapting meal services due to COVID-19 without disruption.

One of the biggest challenges CSS is facing, is the inability to purchase and store additional frozen food as back up for emergency purposes, based on current freezer storage capacity. With the current set up, in the event of a COVID-19 exposure, staff would be unable to utilize CSS main distribution center and services would be temporarily suspended. This funding will eliminate any interruption in service and provide us with another location from which to operate the nutrition, meal delivery program. Specifically, the MOWA funding will:

- Allow for the purchase of an outdoor freezer unit to store a week's worth of pre-packaged frozen meals.
- Allow for the purchase of a small freezer for North Cobb Senior Center to assist with Meals on Wheels delivery to clients in that area.
- Allow for the purchase of a small freezer for Austell Senior Center to assist with Meals on Wheels delivery to clients in that area.
- Allow for the purchase of two laptops for the Nutrition staff.
- Purchase additional food items and supplies as needed for the drive through program.

Per the terms of the grant agreement, funding will be fully expended by December 31, 2020.

**IMPACT STATEMENT**

There is no local match required.

**FUNDING**

Funding will be available with the following budget appropriation:

Increase Revenue	270-300-G712-4506	(Other Local Revenue)	\$55,000.00
Increase Expenditure	270-300-G712-8440	(Kitchen Equipment)	\$26,450.00
Increase Expenditure	270-300-G712-6166	(Food & Food Supplies)	\$ 6,350.98
Increase Expenditure	270-300-G712-6258	(Accountable Items)	\$10,470.00
Increase Expenditure	270-300-G712-6326	(Professional Services)	\$ 7,000.00
Increase Expenditure	270-300-G712-6328	(Installation Costs)	\$ 1,752.02
Increase Expenditure	270-300-G712-6491	(Maintenance Costs)	\$ 2,677.00
Increase Expenditure	270-300-G712-6577	(Freight)	\$ 300.00

**RECOMMENDATION**

The Board of Commissioners to approve the application and acceptance of the Meals on Wheels America COVID-19 Phase 2 Response Grant in the amount of \$55,000.00; authorize the corresponding budget transactions and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. meals on Wheels



## AGREEMENT FOR PARTICIPATION IN THE MEALS ON WHEELS COVID-19 RESPONSE FUND

This Agreement (the “Agreement”) between Meals on Wheels America (“Association”) and the undersigned Senior Nutrition Program (“Organization”), with the Effective Date of May 8, 2020, contains the Terms and Conditions agreed to and accepted by the undersigned Organization for participation in, and to receive a grant after the Effective Date from, the Meals on Wheels COVID-19 Response Fund (“Fund”) administered by the Association. The purpose of the Agreement is to provide terms and conditions for eligibility for, and requirements of receiving and use of, a grant from the Fund (“Grant”). This Agreement applies to each and every round of funding from the Fund and must be executed each time a Grant is awarded.

### TERMS AND CONDITIONS OF PARTICIPATION

Submitting the Application for Assistance Form for an emergency Grant from the Fund indicates that the Organization identified on the Application for Assistance Form agrees to and will abide by the following Terms and Conditions:

- A. The Organization shall meet all of the following eligibility requirements, have completed an Application for Assistance Form and have submitted it to the Association, before a grant from the COVID-19 Response Fund may be made:
  - a. The Organization shall be a Member of Meals on Wheels America in good standing during the grant period and remain a Member in good standing for a minimum of 12 months following notification of its last grant award.
  - b. The Organization shall maintain its active nonprofit or government tax-exempt status.
  - c. It shall have a demonstrated and clearly-articulated need for the funds and explanation as to how the funds will be used (as described in more detail in the application).
  - d. It shall have made an effort to seek emergency Response Funds from local donors, governmental units or corporations so as to reduce the demands on the COVID-19 Response Fund.
  - e. It shall have developed an emergency response plan for COVID-19 that includes the following standards, that is, that the plan at a minimum:
    - i. is documented and available to all appropriate staff;
    - ii. identifies specific criteria for prioritizing which clients will receive home-delivered meals first;
    - iii. provides a mechanism for the delivery of frozen or shelf stable meals to senior clients;
    - iv. outlines the operations plan to be in place during this period;
    - v. shows evidence of joint planning with members of the local community responsible for emergency response; and,





- vi. includes an evaluation process to track the use of funds and the impact on your ability to serve clients.
  
- B. If Organization receives a Grant from the Fund, the Organization shall submit a report to Association no later than 90 days following receipt of the Grant verifying how the funds have been, are being, or will be used and the impacts of such expenditures (i.e. number of meals served; number of seniors served, etc.) (“Report”). A separate report shall be required for each round of funding received by Organization. One or more separate reports may be submitted simultaneously. If Grant funds are not spent in full within 90 days, the Organization shall complete the 90-day Report and submit a final Report later when all Grant funds have been exhausted.
  
- C. The participating Organization understands, acknowledges and agrees, that assistance from the COVID-19 Response Fund is designed to be short-term and is subject to the discretionary underwriting and approvals by the COVID-19 Response Review Committee, that the COVID-19 Response Review Committee may impose additional or different terms and conditions and that there is no guarantee that a grant will be distributed to Organization. The decision to award a Grant to Organization and the amount of such Grant is that of the Association and is final and uncontestable.
  
- D. If a Grant is awarded to Organization, it may be distributed in one or more disbursement(s). Organization’s acceptance of this Agreement is a prerequisite to receiving a Grant. Grant funds may be used for any legitimate programmatic purpose to support the Organization’s response to the COVID-19 emergency not otherwise inconsistent with this Agreement.
  
- E. Organization agrees to submit and file this executed Agreement, the Report and all other applicable documents on Association’s online grants management system or by such other means as approved by the Association. All questions regarding this Response Fund Grants shall be submitted to [grants@mealsonwheelsamerica.org](mailto:grants@mealsonwheelsamerica.org). The Association grants a license to Organization for the use of the Association’s online grant management system solely for the purposes of compliance with this Agreement. By using the online grant system, Organization certifies its compliance with the terms and conditions applicable to its use. All Reports and other documentation submitted to the Association shall become the property of the Association and may be used by Association as it chooses without advance notification to or approval from Organization.

## **SATISFACTORY PERFORMANCE AND VIOLATION OF TERMS OR CONDITIONS**

The Association reserves the right to seek recovery of a previously disbursed Response Fund Grant and/or terminate the participation of an Organization in the Response Fund program if, in the Association’s sole discretion, Organization fails to:



- A. Adhere to the terms and conditions contained in this Agreement, including using Grant funds for any purpose not contemplated by the Agreement;
- B. Uphold the ethical standards applicable to Meals on Wheels Member programs generally; or,
- C. Cure a breach of such terms or conditions in a reasonable time following notice by the Association.

If any of these circumstances arise or come to the attention of the Association following the disbursement of Grant and the Association decides to terminate the Agreement, Organization agrees to refund to the Association upon request any and all Grant funds provided to it by the Association. If Organization fails to refund such funds to the Association as may be requested by the Association, the Association shall seek to recover such funds through all means available to it. This Section shall survive the termination of this Agreement.

## **TERM**

The Term of the Response Fund Grant Program and these terms and conditions shall be from the Effective Date first stated above through and including December 31, 2020, unless otherwise stated herein. The Term may be extended unilaterally by the Association if the COVID-19 crisis continues, for reporting purposes, or for other reasons determined by the Association.

## **USE OF GRANT FUNDS**

Organization shall use the full amount of the Grant funding only for the purposes set forth in this Agreement. The Organization agrees not to use any portion of the funds or any income derived from the funds for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code, as amended ("Code");
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code. Payments of salaries, other compensation, or expense reimbursement to employees of the Organization within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions;
- D. To provide a grant to any other organization without prior written approval of the Association; or



- E. To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.

## **PUBLIC DISCLOSURE, PUBLIC PRESENTATION AND MATERIALS**

Organization hereby permits the Association to disclose Organization's name, Grant amount, and Grant information or other materials contained in the Report in public communications without advance notification to Organization. Organization agrees that any public announcement regarding the Grant award, or any use of the Association's name in a press release or related disclosure by Organization shall be approved by the Association in advance. Association may ask selected Organization to make a public presentation about their outreach and engagement activities, and the use of their Grant. Because information relating to Organization's project may be made public, the Association requires that the narrative portions of Organization's Reports be drafted without confidential information. Further, if applicable, Organization, for itself and for the Association, shall obtain valid photography/videography releases from any individuals appearing in any photographs or videos submitted to the Association. This Section shall survive the term of this Agreement.

## **INDEMNIFICATION**

Organization agrees to indemnify, defend and hold harmless the Association and Response Fund grantors from and against any and all loss, claims, costs, liability, actions, duties, obligations, or expenses (including, without limitation, attorneys', consultants', and expert witness fees) arising out of or related to Organization's participation in the Fund Grant program, the default or breach of this Agreement, or the negligence or misconduct of Organization relating to or resulting from the use of the Grant. This Section survive the term of this Agreement.

## **MODIFICATIONS TO THIS AGREEMENT**

The Association reserves the right to modify and amend this Agreement and terms and conditions at any time. The Association will seek, but is not required, to notify Organization of any amendments to this Agreement; it is the Organization's obligation to access and review the terms and conditions contained in this Agreement that may be in affect at any given time.

## **SAVINGS CLAUSE, INDEPENDENT ACTIONS AND INTELLECTUAL PROPERTY**

Any other requirements imposed on Organization specified in communications from the Association are hereby incorporated by reference in this Agreement. Any portion of this Agreement that is held invalid does not invalidate any other sections of it. Any Grant fund activities undertaken by Organization shall be considered to be done on an independent basis and the Association shall assume no responsibility and liability whatsoever for such activities. All intellectual property, including but not limited to this Agreement, the Report(s), and the grants



management system, as well as any new processes, data, publications or findings created or derived as a result of this Grant, is or shall become the property of the Association, and cannot be sold or otherwise used for pecuniary gain by Organization without the advance written consent of the Association. All uses of the Association's name and logo shall be subject to prior approval of the Association, shall be undertaken in a manner consistent with the guidelines or directions of the Association as the granting party, and shall inure to the benefit of the Association.

## ELECTRONIC AGREEMENT AND SIGNATURE

Organization acknowledges and agrees that it consents to the use of electronic communications in connection with this transaction, that such consent has not been withdrawn, that such use is subject to the Federal Electronic Signature in Global and National Commerce Act, and that the Parties intend that the Act applies to the fullest extent possible to validate the agreement contemplated herein and the Parties' ability to enter into this agreement by electronic means. Organization provides through this online process are valid and enforceable as its legal s  
Organization provides through this online process are valid and enforceable as its legal             
and that Organization's electronic signature will legally bind it to the terms and conditions contained in this document just as if it had been physically signed with a pen. Association reserves the right, in its sole discretion, to terminate or change the terms and conditions by which it provides electronic communications and will provide Organization with notice of any termination or change as required by law. Organization may request at no charge a paper copy of these terms and conditions and the name of the signatory and the date signed, and further, may withdraw its consent to this electronically-signed Agreement and the electronic signature at any time by notifying Association at 703-548-5558. Association will provide Organization with notice of any termination or change as required by law. Withdrawal of Organization's electronic signature terminates this Agreement immediately and the provisions of the Agreement Term and Termination Section above shall go into effect.

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The individual executing this Agreement shall be, or shall act on behalf of, the Executive Director, President or CEO of Organization Senior Nutrition Program identified below. Such individual represents and warrants that his/her Senior Nutrition Program is a Member of Meals on Wheels America in good standing and that he/she has authority to execute this Agreement on behalf of the Organization. The Organization shall be bound to this Agreement and all of the terms and conditions for the Fund Grant program as contained herein or in other communications from the Association.



## Support Services

Sharon Stanley, Agency Director

District 3

Item No. 25.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Sharon Stanley, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To authorize a First Amendment to the License Agreement with The Center for Family Resources regarding property located at 995 Roswell Street.

### **BACKGROUND**

On July 28, 2020, the Board of Commissioners ratified action taken in Executive Session and authorized the purchase of property located at 995 Roswell Street for use as Elections offices. A License Agreement was also approved allowing the seller to occupy a portion of the property after closing for a term of up to 90 days, with a license fee of \$12,500.00 per month, and payment of its prorata share of utilities for the property.

Subsequently, the seller/licensee offered to sell to the county certain furniture, fixtures and equipment ("FF&E"), utilized in its business activities on the premises, shown in attached Exhibit "A". An amendment to the License Agreement was negotiated with the assistance of the County Attorney's Office, whereby the purchase price of the FF&E would be paid through an offset in the future license fees (\$25,000) and reimbursement of utilities expenses payable by the licensee under the License Agreement. It is recommended that the License Agreement be amended to purchase the equipment pursuant to the terms of the attached First Amendment to License Agreement.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

The funding ratified by the Board of Commissioners on July 28, 2020, indicated all license fees would be returned to the General Fund. That funding is still appropriate however the total amount of license fees collected in association with this agreement will be less the negotiated price of FF&E. There is no purchase price associated with these assets as payment will be in the form of discounted license fees over the agreed upon term. A detailed list of FF&E acquired with this agreement must be submitted to the Fixed Asset Accountant within the Finance Department for accurate reporting.

## **RECOMMENDATION**

The Board of Commissioners authorize a First Amendment to the License Agreement with The Center for Family Resources regarding property located at 995 Roswell Street, for the purchase of certain furniture, fixtures and equipment, to be paid through an offset in future license fees and reimbursement of utilities expenses payable by licensee under the License Agreement, substantially as provided in the attached First Amendment to License Agreement; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents and take all other action necessary or appropriate to accomplish the foregoing purposes.

## **ATTACHMENTS**

1. First Amendment to License Agreement Final

**STATE OF GEORGIA  
COUNTY OF COBB**

**FIRST AMENDMENT  
TO LICENSE AGREEMENT**

**THIS FIRST AMENDMENT TO LICENSE AGREEMENT**, hereinafter referred to as this “Amendment”, is made and entered into this \_\_\_th day of \_\_\_\_\_, 2020, by and between **COBB COUNTY**, a political subdivision of the State of Georgia, whose business address for purpose of this Agreement is 100 Cherokee Street, Suite 300, Marietta, Georgia 30090-7000, hereinafter referred to as “Licensor,” and **THE CENTER FOR FAMILY RESOURCES**, a Georgia nonprofit corporation, whose business address for the purposes of this agreement is 995 Roswell Street, Marietta, GA 30060, hereinafter referred to as “Licensee”.

**WHEREAS**, Licensor and Licensee entered in a License Agreement, dated on or about July 31, 2020, for a portion of certain real property situated in Land Lot 1212, 16th District, 2<sup>nd</sup> Section, Cobb County, Georgia, commonly known as 995 Roswell Street, Marietta, Georgia (“Property”); and

**WHEREAS**, Licensee desires to sell, and Licensor desires to purchase, certain furniture, fixtures and equipment currently being used on the Property in the business of Licensee until such time as the License is terminated and Licensee vacates the Property; and,

**WHEREAS**, Licensor and Licensee desire to address the sale of such furniture, fixtures and equipment, and make other revisions to the License, as provided in this Amendment.

**NOW THEREFORE**, in consideration of the foregoing recitals, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. A new Section 11.14 is hereby added to the License Agreement as follows:

11.14 Personal Property.

a. Personal Property. Licensor and Licensee acknowledge that Licensee is utilizing certain personal property, including furniture, fixtures and equipment, in the operation of its business on the Property during the term of the License. The parties further acknowledge that Licensee intends to remove a portion of that personal property upon the termination of the License and its occupancy of the Property, and desires to sell the remaining property to Licensor.

b. Sale of Personal Property. Licensee agrees to sell, and Licensor agrees to purchase, the personal property listed in Exhibit “A” (“FF&E”), attached to this Amendment and by reference made a part hereof. Licensee shall leave the FF&E in place on the Property upon the expiration of the License Agreement. Licensee shall retain and remove from the Property upon the termination of the License all other personal property not listed in Exhibit “A”. Any personal property not removed by Licensee upon the termination of the License and Licensee’s vacation of the Property shall be deemed abandoned by Licensee and conveyed to Licensor.



c. Purchase Price. The purchase price for the FF&E shall be paid by Licensor to Licensee in the form of license fee credits and offsets against the next-due fees payable by Licensee under the License Agreement and forbearance of Licensees obligation for reimbursement of utilities and operating expenses. Licensee shall have no obligation to pay license fees under Section 2.2 of the License Agreement for the months of September and October of 2020 in the amount of Twenty-Five Thousand Dollars (\$25,000.00). Licensee shall have no obligation to reimburse Licensor for utilities and operating expenses under Section 3.1 of the License Agreement for the months of August, September and October of 2020.

d. Title. Licensee represents and warrants to Licensor that Licensee is the owner of all of the FF&E and any abandoned personal property, and has the full right to convey same to Licensor free and clear of all liens, encumbrances or adverse interests whatsoever. Licensee shall upon terminating the License or vacating the Property convey title of such property to Licensor pursuant to a Bill of Sale in the form as attached hereto as Exhibit "B".

e. Condition of Property. Licensor has inspected the Property and agrees to accept same in its "as-is, where-is" condition, subject to reasonable wear and tear. Seller shall convey title to the Property in an "As-Is, Where-Is" condition, reasonable wear and tear excepted, without warranties as to the fitness, merchantability or condition, express or implied, which are not expressly stated in this Amendment.

f. Insurance and Casualty. Licensee agrees to procure and maintain insurance coverage for the FF&E in accordance with the terms of Section 5.0 of the License Agreement. In the event the FF&E is damaged or destroyed by fire or other casualty, Licensee shall assign and pay to Licensor any insurance proceeds payable to Licensee under those insurance policies for such damage or destruction of the FF&E.

2. In the event of any inconsistencies between the License Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the License Agreement is unmodified and remains in full force and effect. This Amendment shall form a part of the License Agreement for all purposes.

3. All capitalized terms used but not defined herein shall have the same meanings as defined in the License.

Signatures on following page

**IN WITNESS WHEREOF**, Licensor and Licensee have hereunto signed, sealed and delivered this Amendment on the day, month and year first above written, by their duly authorized representatives.

**LICENSOR:  
COBB COUNTY, GEORGIA**

By: \_\_\_\_\_  
Michael H. Boyce, Chairman,  
Board of Commissioners

Attest: \_\_\_\_\_  
County Clerk

Approved as to Form:

\_\_\_\_\_  
County Attorney

**LICENSEE:  
THE CENTER FOR FAMILY RESOURCES**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**FURNITURE, FIXTURES & EQUIPMENT**

Refrigerator full size	2
4X6 dry erase boards	4
Overhead projectors/screen - large conference room	2
Overhead projectors - small rooms (two screens)	3
Wooden podium	4
Chairs with plastic back and arms	40
12ft Cherry Wood conference table	1
16 foot dry erase board	1
2x5 foot conference tables	80
42" round wooden office tables with 4 chairs	2
60" round tables / banquet chairs / dollies	24/325/4
AV wire rack shelving	1
Barstool	5
Black Exterior metal garbage cans	4
Black leather conference chairs	10
Black plastic octagon trash cans	10
Blue metal storage cabinet	1
Slim metal garbage cans	8
Small triangle side table	1
Wooden console	1
Wooden storage cabinet (catering kitchen)	1

**EXHIBIT "B"**  
**BILL OF SALE**

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the purchase by **Cobb County, Georgia**, a political subdivision of the State of Georgia (collectively, the "Purchaser") from the undersigned of real property commonly known as **995 Roswell Street**, located in **Land Lot 1212** of the **16th District, of Cobb County, Georgia** (the "Real Property"), **The Center for Family Resources, Inc.**, a Georgia nonprofit corporation ( the "Seller"), for Seller's successors, assigns, and legal representatives, has bargained, sold, delivered, set over, and conveyed and, by these presents, does hereby bargain, sell, deliver, set over, and convey unto Purchaser and Purchaser's successors, assigns, and legal representatives, any all personal property and items located on the Real Property (the "Personalty") as the same are referred to in that certain First Amendment to License Agreement, executed by and between the parties, dated \_\_\_\_\_, as may be subsequently amended (collectively, the "Amendment"). This sale of the Personalty by Seller is in conjunction with and is part of the First Amendment to License Agreement between Seller and Purchaser, as set forth therein.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

**SELLER:**

**THE CENTER FOR FAMILY RESOURCES, INC.,  
a Georgia nonprofit corporation**

**BY:** \_\_\_\_\_  
**Melanie N. Kagan, CEO**

(CORPORATE SEAL)

**Exhibit "A"**

**Legal Description**

[page 1 of 2]

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1212, 16TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN MARKING THE INTERSECTION OF THE SOUTHERNMOST RIGHT-OF-WAY LINE OF GRESHAM AVENUE (A 90 FOOT RIGHT-OF-WAY) AND THE WESTERNMOST RIGHT-OF-WAY LINE OF SIBLEY STREET (A 60 FOOT RIGHT-OF-WAY) PROCEED THENCE ALONG SAID WESTERNMOST RIGHT-OF-WAY LINE OF SIBLEY STREET SOUTH 15 DEGREES 32 MINUTES 52 SECONDS EAST A DISTANCE OF 229.80 FEET TO A REBAR FOUND MARKING THE INTERSECTION OF SAID WESTERNMOST RIGHT-OF-WAY LINE WITH THE NORTHWESTERNMOST RIGHT-OF-WAY OF KEY DRIVE (A 60 FOOT RIGHT-OF-WAY); PROCEED THENCE IN A SOUTHWESTERLY AND SOUTHERLY DIRECTION ALONG SAID NORTHWESTERNMOST RIGHT-OF-WAY LINE, FOLLOWING THE CURVATURE THEREOF, AN ARC DISTANCE OF 338.17 FEET TO AN IRON PIN LOCATED ON THE NORTHERNMOST RIGHT-OF-WAY LINE OF ROSWELL STREET (A 50 FOOT RIGHT-OF-WAY), SAID ARC BEING SUBTENDED BY A CORD 333.95 FEET IN LENGTH AND BEARING SOUTH 27 DEGREES 04 MINUTES 32 SECONDS WEST AND HAVING A RADIUS OF 617.06 FEET TO A POINT LOCATED AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF KEY DRIVE AND THE NORTHERNMOST RIGHT OF WAY OF ROSWELL STREET (A 50' RIGHT OF WAY); PROCEED THENCE ALONG SAID NORTHERNMOST RIGHT OF WAY OF ROSWELL STREET NORTH 80 DEGREES 14 MINUTES 37 SECONDS WEST A DISTANCE OF 344.57 FEET TO A POINT; DEPARTING SAID NORTHERNMOST RIGHT OF WAY LINE AND PROCEEDING NORTH 11 DEGREES 09 MINUTES 55 SECONDS EAST A DISTANCE OF 149.56 FEET TO A NAIL IN CONCRETE; PROCEED THENCE NORTH 80 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 215.18 FEET TO AN OPEN TOP FOUND; PROCEED THENCE NORTH 06 DEGREES 27 MINUTES 31 SECONDS EAST A DISTANCE OF 104.03 FEET TO AN IRON PIN FOUND LOCATED ON THE SOUTHERNMOST RIGHT-OF-WAY LINE OF GRESHAM AVENUE; PROCEED THENCE ALONG SAID SOUTHERNMOST RIGHT-OF-WAY LINE NORTH 73 DEGREES 51 MINUTES 39 SECONDS EAST A DISTANCE OF 626.12 FEET TO AN IRON PIN WHICH IS THE POINT OF BEGINNING, SAID REAL PROPERTY BEING IMPROVED PROPERTY WITH A STORE BUILDING CONTAINING APPROXIMATELY 4.75 ACRES, PAVED PARKING AREAS AND OTHER IMPROVEMENTS AND APPURTENANCES AND KNOWN AS 995 ROSWELL STREET, MARIETTA, GEORGIA AND BEING MORE PARTICULARLY SHOWN ON THAT BOUNDARY SURVEY FOR COBB FAMILY RESOURCES, INC., PREPARED BY CHRISTOPHER A. EVANS G.R.L.S.# 2784 AND DATED OCTOBER 31, 2003.

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**Exhibit "A"**

**Legal Description**

[page 2 of 2]

**TOGETHER WITH:**

965 Roswell Street  
Tract 2

All that tract or parcel of land and being in land lot 1212 of the 16<sup>th</sup> district, 2<sup>nd</sup> section of Cobb County, in the city of Marietta, Georgia and being more particularly described as follows:

Commencing at the intersection of the Northerly right-of-way of Roswell Street (having a variable right-of-way) and the Easterly right-of-way of Gunter Street (having a variable foot right-of-way), said point being the Southeasterly end of a mitered right-of-way;

THENCE along the Northerly right-of-way of Roswell street and along a curve to the right having a radius of 5783.51 feet and an arc length of 280.56 feet, being subtended by a chord of North 89 Degrees 56 Minutes 12 Seconds East for a distance of 280.54 feet to a point;

THENCE along the Northerly right-of-way of Roswell street and along a curve to the right having a radius of 5784.36 feet and an arc length of 29.53 feet, being subtended by a chord of South 88 Degrees 31 Minutes 37 Seconds East for a distance of 29.53 feet to a point;

THENCE along the Northerly right-of-way of Roswell street South 88 Degrees 22 Minutes 53 Seconds East for a distance of 70.56 feet to a point;

THENCE leaving the Northerly right of way of Roswell street North 03 Degrees 01 Minutes 35 Seconds East for a distance of 8.60 feet to a point;

THENCE along a curve to the right having a radius of 10,010.00 feet and an arc length of 40.24 feet, being subtended by a chord of North 89 Degrees 31 Minutes 44 Seconds East a distance of 40.24 feet to a point;

THENCE North 00 Degrees 55 Minutes 55 Seconds East a distance of 9.00 feet to a point, said point being the POINT OF BEGINNING;

THENCE North 00 Degrees 55 Minutes 55 Seconds East a distance of 130.77 feet to a corner being set after construction;

THENCE South 88 Degrees 22 Minutes 45 Seconds East a distance of 65.91 feet to a MAG NAIL found;

THENCE South 03 Degrees 24 Minutes 05 Seconds West a distance of 128.92 feet to point;

THENCE along a curve to the left having a radius of 10,019.00 feet and an arc length of 60.36 feet, being subtended by a chord of South 89 degrees 49 minutes 04 seconds West for a distance of 60.36 feet to the POINT OF BEGINNING.

Said property contains 0.19 acres or 8,193 square feet more or less.



## Support Services

Sharon Stanley, Agency Director

District All

Item No. 26.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Sharon Stanley, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve a list of pre-qualified firms capable of providing COVID-19 Workplace Assessment and Remediation.

### **BACKGROUND**

On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"). Through the Coronavirus Relief Fund, the CARES Act provides for payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak.

On April 24, 2020, Cobb County received funding from the federal Coronavirus Relief Fund as a local government eligible for emergency relief funding under the CARES Act. On July 14, 2020, the Board of Commissioners authorized funding within the CARES Fund for a variety of pandemic related programs and expenditures.

As public health concerns surrounding the COVID-19 outbreak continue, there is a need for assessment of county facilities to include modifications, materials and equipment to provide social distancing and other measures to ensure the safety of Cobb County citizens and employees; to include remediation. A Request for Qualifications (RFQ) was advertised in the The Marietta Daily Journal on July 17, 24 and July 31 using Selection Process 3 (Prequalified Competitive Bidding) of the current Policy for Procurement of Professional Services as amended by the Board on July 14, 2020. Proposals were received on August 6, 2020, with eight responsive proposals being submitted.

The selection committee consisted of members from Property Management, Parks, Information Services, Senior Services and the Library System.

The selection committee evaluated all proposals on the basis of staffing, experience/performance, approach, availability and local vendor presence, and financial stability.

The selection committee and Support Services Agency Director recommend entering into agreements with the



following firms:

Contour Engineering  
Pond and Company  
Viral Protective Services  
Precision Planning, Inc.

The pre-qualified firms will have the opportunity to bid on individual projects. Utilization of pre-qualified vendors allows the Department to recognize savings of staff time and other resources, implement services more rapidly and increase efficiency by eliminating the requirement to advertise qualified projects individually.

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners approve the following pre-qualified firms Contour Engineering, Pond and Company, Viral Protective Services, and Precision Planning, Inc. capable of providing COVID-19 Workplace Assessment and Remediation.

**ATTACHMENTS**

None



## Property Management

Scott Barfield, Property Management  
Director  
District 3

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Item No. 27.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Scott Barfield, Property Management Director  
Randy Crider, Agency Director  
Sharon Stanley, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve a two-part design/build contract with Batson-Cook Construction, with initial phase to include only the design, engineering and constructability review, in an amount not to exceed \$25,000.00.

### **BACKGROUND**

Currently the Cobb County Fire Department (CCFD) provides fire and rescue services to the Cobb County International Airport – McCollum Field (Airport) utilizing structural firefighting vehicles assigned to Fire Station No. 8, which is located off Airport property near the southwest end of the Airport.

On May 23, 2017, the Board of Commissioners approved Project No. S012-TO#01 to the 2016 Master Task Order Contract with Croy Engineering Inc for Site Plan Design of a new Fire Station No. 31 to be located at Cobb County International Airport – McCollum Field.

On April 10, 2018, the Board approved Croft & Associates PC to provide full bridging documents for a total cost of \$49,100.00.

For four weeks beginning September 13, 2019, the Purchasing Department advertised in the *Marietta Daily Journal* for competitive sealed proposals from qualified firms to provide design/build services for the construction of Fire Station 31. Proposals were received on October 24, 2019.

The design/builders' qualifications were reviewed by committee and ranked in order of the most qualified. The committee recommends Batson-Cook Construction, the top ranked firm, be selected for design/build services for Fire Station 31, with the initial phase of the contract, in an amount not to exceed \$25,000.00, for the design, engineering and constructability review.

Once the design has been finalized and the design/builder determines the Guaranteed Maximum Price (GMP), an additional agenda item specifying the total contract amount including construction costs will be presented to

the Board of Commissioners.

**IMPACT STATEMENT**

Maintenance costs will not impact the Fire Fund until at least FY22 and will be requested at that time.

**FUNDING**

Funding is available in the Capital Projects Fund:

380-110-4672-8120	(Professional Services)	\$25,000.00
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**RECOMMENDATION**

The Board of Commissioners approve a contract with Batson-Cook Construction, in an amount not to exceed \$25,000.00, for the design, engineering and constructability review for Fire Station No. 31, to be located at Cobb County International Airport – McCollum Field; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Community Development

Jessica Guinn, Agency Director

District 3

Item No. 28.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Jessica Guinn, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To adopt a resolution approving the issuance by the Development Authority of Cobb County of its Lease Revenue Refunding Bonds for the purpose of assisting KSU Sports and Recreation Park Real Estate Foundation, LLC and its Lease Revenue Bonds for the purpose of assisting KSU Howell Hall Real Estate Foundation, LLC, each a Georgia limited liability company, the sole member of which is Kennesaw State University Foundation, Inc., a Georgia nonprofit corporation.

### **BACKGROUND**

The Development Authority of Cobb County is considering issuing (i) its tax-exempt Lease Revenue Refunding Bonds to refinance athletic fields, athletic facilities, and related facilities located at 3200 George Busbee Parkway, N.W., Kennesaw, Georgia, for use by Kennesaw State University and (i) its tax-exempt Lease Revenue Bonds to finance renovations and improvements to Howell Hall, a student housing facility located on the Marietta campus of Kennesaw State University at 634 Cheshier Road, Marietta, Georgia 30060.

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

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners adopt a resolution from the Development Authority of Cobb County approving the issuance of its Lease Revenue Refunding Bonds and its Lease Revenue Bonds, in a maximum aggregate face amount of \$32,000,000, to (i) refinance athletic fields, athletic facilities, and related facilities used by Kennesaw State University and (ii) finance renovations and improvements to a student housing facility located on the Marietta campus of Kennesaw State University; and authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. County Resolution (TEFRA Approval - September 8, 2020) - COBB - KSU Sports Park & Howell Hall(65074891v2)
2. Report of Public Hearing (August 19, 2020) - COBB - KSU Sports Park & Howell Hall(65415711v1)
3. TEFRA Publishers Affidavit

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA APPROVING THE ISSUANCE OF THE DEVELOPMENT AUTHORITY OF COBB COUNTY LEASE REVENUE REFUNDING BONDS (KSU SPORTS AND RECREATION PARK REAL ESTATE FOUNDATION, LLC PROJECT) RECOVERY ZONE SERIES 2020A AND LEASE REVENUE BONDS (KSU HOWELL HALL REAL ESTATE FOUNDATION, LLC PROJECT) TAX-EXEMPT SERIES 2020C**

**WHEREAS**, on at least seven days' notice published in the *Marietta Daily Journal*, a public hearing was held at the Cobb Chamber, 1100 Circle 75 Parkway, Suite 1000, Atlanta, Georgia 30339 on August 19, 2020 at 9:00 a.m., concerning a proposed issuance by the Development Authority of Cobb County (the "**Authority**") of its Lease Revenue Refunding Bonds (KSU Sports and Recreation Park Real Estate Foundation, LLC Project) Recovery Zone Series 2020A (the "**Series 2020A Bonds**") and its Lease Revenue Bonds (Howell Hall Real Estate Foundation, LLC Project) Tax-Exempt Series 2020C (the "**Series 2020C Bonds**" and together with the Series 2020A Bonds, the "**Bonds**"), in a maximum aggregate face amount of \$32,000,000; and

**WHEREAS**, the proceeds of the sale of the proposed Bonds, when and if issued, are to be used to (i) refinance the costs of acquiring, constructing, and installing athletic fields, athletic facilities, and related facilities located at 3200 George Busbee Parkway, N.W., Kennesaw, Georgia 30144 (the "**Sports and Recreation Facilities**"), (ii) finance the cost of renovations and improvements to Howell Hall, a student housing facility located on the Marietta campus of Kennesaw State University at 634 Cheshier Road, Marietta, Georgia 30060 ("**Howell Hall**"), (iii) fund capitalized interest on the Series 2020C Bonds and (iv) finance a portion of the costs of issuing the Bonds.

**WHEREAS**, the Sports and Recreation Facilities are owned by KSU Sports and Recreation Park Real Estate Foundation, LLC (the "**Sports Park Borrower**") and Howell Hall will be owned by KSU Howell Hall Real Estate Foundation, LLC (the "**Howell Hall Borrower**"), each a Georgia limited liability company whose sole member is Kennesaw State University Foundation, Inc., a Georgia nonprofit corporation; and the Sports and Recreation Facilities are being rented and Howell Hall will be rented by the Board of Regents of the University System of Georgia for use by Kennesaw State University; and

**WHEREAS**, the proposed Bonds, when and if issued, will not constitute a debt or general obligation of the State of Georgia or Cobb County (the "**County**"), but shall constitute limited obligations of the Authority, payable solely from funds paid by the Sports Park Borrower and the Howell Hall Borrower (collectively, the "**Borrowers**") and secured by collateral furnished or caused to be furnished by the Borrowers; and no performance audit or performance review shall be conducted with respect to such bond issue; and

**WHEREAS**, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "**Code**"), provides, in effect, that in order for the interest on the proposed Bonds to be excluded from the holders' gross incomes for federal income tax purposes, the "public approval" requirements of said section must be complied with; and

**WHEREAS**, the location of the Sports and Recreation Facilities and Howell Hall (collectively, the "**Facilities**") is entirely within the County, and the Board of Commissioners of

the County (the “**Board**”) constitutes the elected legislative body of the County and is a proper body for granting the necessary public approval; and

**WHEREAS**, the Authority has requested that the Board approve the issuance of the Bonds for the purposes stated above, the nature and location of the Facilities, and the plan of financing or refinancing for the Facilities with the Bonds; and

**WHEREAS**, the Board finds and determines that it is in the public interest of the County to grant such approval.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Cobb County as follows:

Section 1. The issuance of the Bonds by the Authority for the benefit of the Borrowers in a maximum aggregate face amount of \$32,000,000 for the above-described purposes, the nature and location of the Facilities, and financing or refinancing for the Facilities, described above, are hereby approved for purposes of Section 147(f) of the Code.

Section 2. Such approval by the Board does not constitute any representation by the County to the prospective purchasers of the Bonds as to the creditworthiness of the Borrowers, or the economic feasibility of the Facilities nor does it create, either expressly or by implication, any obligation on the part of the County for the payment of the Bonds or debt service thereon, such Bonds and debt service thereon being payable solely from the sources described above.

Section 3. This Resolution shall take effect immediately upon its adoption.

**ADOPTED** this 8<sup>th</sup> day of September, 2020.

By: \_\_\_\_\_  
Chairman of the Board Commissioners  
of Cobb County, Georgia

ATTEST:

\_\_\_\_\_  
Clerk of the Board Commissioners  
of Cobb County, Georgia

[SEAL]

**CLERK’S CERTIFICATE**

I, the undersigned Clerk of the Board of Commissioners of Cobb County, Georgia (the “County”), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to the approval of the issuance by the Development Authority of Cobb County of its Lease Revenue Refunding Bonds (KSU Sports and Recreation Park Real Estate Foundation, LLC Project) Recovery Zone Series 2020A and its Lease Revenue Bonds (Howell Hall Real Estate Foundation, LLC Project) Tax-Exempt Series 2020C, constitute a true and correct copy of the resolution adopted on September 8, 2020, by the Board of Commissioners of the County at a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of record in the Minute Book of the County which is in my custody and control.

**GIVEN** under my hand and the official seal of Cobb County, Georgia, this \_\_\_\_\_ day of September, 2020.

\_\_\_\_\_  
Clerk of the Board of Commissioners  
of Cobb County, Georgia

[SEAL]



**REPORT OF PUBLIC HEARING  
RELATING TO PROPOSED ISSUANCE BY  
THE DEVELOPMENT AUTHORITY OF COBB COUNTY  
OF ITS MAXIMUM AGGREGATE FACE AMOUNT OF \$32,000,000  
LEASE REVENUE REFUNDING BONDS  
(KSU SPORTS AND RECREATION PARK REAL ESTATE FOUNDATION, LLC  
PROJECT)  
RECOVERY ZONE SERIES 2020A  
AND  
LEASE REVENUE BONDS  
(KSU HOWELL HALL REAL ESTATE FOUNDATION, LLC PROJECT)  
TAX-EXEMPT SERIES 2020C**

**WHEREAS**, on at least seven days' notice published in the *Marietta Daily Journal*, a public hearing was held in the Lobby Conference Room at the Cobb Chamber, located at 1100 Circle Parkway, Suite 1000, Atlanta, Georgia 30339, on August 19, 2020, at 9:00 a.m. concerning a proposed issuance by the Development Authority of Cobb County (the "**Issuer**") of its Lease Revenue Refunding Bonds (KSU Sports and Recreation Park Real Estate Foundation, LLC Project) Recovery Zone Series 2020A (the "**Series 2020A Bonds**") and its Lease Revenue Bonds (Howell Hall Real Estate Foundation, LLC Project) Tax-Exempt Series 2020C (the "**Series 2020C Bonds**") and together with the Series 2020A Bonds, the "**Bonds**"), in a maximum aggregate face amount of \$32,000,000. The proceeds of the Series 2020A Bonds, when and if issued, are to be used to (i) refinance the costs of acquiring, constructing, and installing athletic fields, athletic facilities, and related facilities (the "**Sports and Recreation Facilities**"), (ii) finance the cost of renovations and improvements to Howell Hall, a student housing facility located on the Marietta campus of Kennesaw State University ("**Howell Hall**"), (iii) fund capitalized interest on the Series 2020C Bonds and (iv) finance a portion of the costs of issuing the Bonds.

The Sports and Recreation Facilities are owned by KSU Sports and Recreation Park Real Estate Foundation, LLC and Howell Hall will be owned by KSU Howell Hall Real Estate Foundation, LLC, each a Georgia limited liability company whose sole member is Kennesaw State University Foundation, Inc., a Georgia nonprofit corporation. The Sports and Recreation Facilities are being rented and Howell Hall will be rented by the Board of Regents of the University System of Georgia for use by Kennesaw State University. The Sports and Recreation Facilities are located at 3200 George Busbee Parkway, N.W., Kennesaw, Georgia 30144. Howell Hall is located at 634 Cheshier Road, Marietta, Georgia 30060.

The Development Authority of Cobb County will issue the Bonds on behalf of Cobb County, and the facilities that are being financed and refinanced are located in the territorial limits of Cobb County.

The proposed Bonds, when and if issued, will not constitute a debt or general obligation of the State of Georgia or Cobb County, but shall constitute limited obligations of the Issuer, payable solely from funds paid by the KSU Sports and Recreation Park Real Estate Foundation, LLC and KSU Howell Hall Real Estate Foundation, LLC (the "**Borrowers**") and secured by collateral furnished or caused to be furnished by the Borrowers; and no performance audit or performance review shall be conducted with respect to such bond issue.

The public hearing was declared to be open and its purpose was stated to be to permit members of the public to express their views, if any, as to the location and nature of the facilities being financed or refinanced, the proposed Bonds and the plan of financing or refinancing.

Written comments relating to the issuance of the proposed Bonds: (check one)

were not filed and received

were filed as follows:

(insert number) written comments were filed in favor of the Bonds

(insert number) written comments were filed in opposition to the Bonds

Persons who appeared and spoke in favor of the Bonds (check one):

no persons appeared and spoke in favor of the Bonds

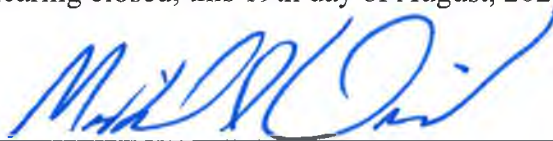
the following persons appeared and spoke in favor of the Bonds:

Persons who appeared and spoke in opposition to the Bonds (check one):

no persons appeared and spoke in opposition to the Bonds

the following persons appeared and spoke opposition to the Bonds:

Thereafter, the undersigned declared the hearing closed, this 19th day of August, 2020.



Michael I. Diamond

Hearing Officer

# MARIETTA DAILY JOURNAL

47 Waddell Street, Marietta, GA 30060

## PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA - County of Cobb

Before me, the undersigned; a Notary Public, this day personally came Otis A. Brumby III, who, being duly sworn, according to law, says that he is the Publisher of Times Journal, Inc., publishers of the MARIETTA DAILY JOURNAL, official newspaper published in said county and State, and that the publication, of which the annexed is a true copy, was published in said paper, as provided by law, on the following dates:

08/07/2020

*Otis A. Brumby III*

Subscribed and sworn to before me this

7th day of August, 2020



Notary Public

My commission expires \_\_\_\_\_



Ad text :  
MDJ-8637  
GPN-16

**NOTICE OF PUBLIC HEARING ON PROPOSED ISSUANCE OF DEVELOPMENT AUTHORITY OF COBB COUNTY LEASE REVENUE REFUNDING BONDS (KSU SPORTS AND RECREATION PARK REAL ESTATE FOUNDATION, LLC PROJECT) RECOVERY ZONE SERIES 2020A AND DEVELOPMENT AUTHORITY OF COBB COUNTY LEASE REVENUE BONDS (KSU HOWELL HALL REAL ESTATE FOUNDATION, LLC PROJECT) TAX-EXEMPT SERIES 2020C TO WHOM IT MAY CONCERN:**

YOU ARE HEREBY NOTIFIED that on the 19th day of August, 2020, at 9:00 a.m., in the Lobby Conference Room at the Cobb County Chamber of Commerce, 1100 Circle 75 Parkway, Suite 1000, Atlanta, Georgia 30339, the Development Authority of Cobb County, through its appointed hearing officer, will conduct a public hearing on the proposed issuance of revenue bonds to be designated "Development Authority of Cobb County Lease Revenue Refunding Bonds (KSU Sports and Recreation Park Real Estate Foundation, LLC Project) Recovery Zone Series 2020A" (the "Series 2020A Bonds") and "Development Authority of Cobb County Lease Revenue Bonds (KSU Howell Hall Real Estate Foundation, LLC Project) Tax-Exempt Series 2020C" (the "Series 2020C Bonds" and together with the Series 2020A Bonds, the "Bonds") and on the location and nature of the facilities proposed to be financed and refinanced. The Bonds are to be issued, in a maximum aggregate face amount not to exceed \$32,000,000, to (i) refund and defease the outstanding Development Authority of Cobb County Sports and Recreation Facilities Lease Revenue Bonds (KSU Sports and Recreation Park Real Estate Foundation, LLC Project) Recovery Zone Facility Series 2010C that financed a portion of the costs of acquiring, constructing, and installing athletic fields, athletic facilities, and related facilities (the "Sports and Recreation Facilities"), (ii) finance the cost of renovations and improvements to Howell Hall, a student housing facility located on the Marietta campus of Kennesaw State University ("Howell Hall"), (iii) fund capitalized interest on the Series 2020C Bonds, and (iv) finance a portion of the costs of issuing the Bonds. The Sports and Recreation Facilities are owned by KSU Sports and Recreation Park Real Estate Foundation, LLC and Howell Hall will be owned by KSU Howell Hall Real Estate Foundation, LLC, each a Georgia limited liability company whose sole member is Kennesaw State University Foundation, Inc., a Georgia nonprofit corporation. The Sports and Recreation Facilities are being rented and Howell Hall will be rented by the Board of Regents of the University System of Georgia for use by Kennesaw State University. The Sports and Recreation Facilities are located at 3200 George Busbee Parkway, N.W., Kennesaw, Georgia 30144. Howell Hall is located at 634 Cheshier Road, Marietta, Georgia 30060. The Development Authority of Cobb County will issue the Bonds on behalf of Cobb County, and the facilities that are being financed and refinanced are located in the territorial limits of Cobb County. The Public Hearing is being held for the purpose of providing a reasonable opportunity for interested individuals to express their views, both orally and in writing, on the proposed issuance of the Bonds and the location and nature of the facilities proposed to be financed and refinanced.

**THE BONDS SHALL NOT CONSTITUTE A DEBT OR GENERAL OBLIGATION OF THE STATE OF GEORGIA OR COBB COUNTY BUT SHALL CONSTITUTE LIMITED OBLIGATIONS OF THE DEVELOPMENT AUTHORITY OF COBB COUNTY, PAYABLE SOLELY FROM FUNDS PAID BY KSU SPORTS AND RECREATION PARK REAL ESTATE FOUNDATION, LLC AND KSU HOWELL HALL REAL ESTATE FOUNDATION, LLC AND SECURED BY COLLATERAL FURNISHED OR CAUSED TO BE FURNISHED BY KSU SPORTS AND RECREATION PARK REAL ESTATE FOUNDATION, LLC AND KSU HOWELL HALL REAL ESTATE FOUNDATION, LLC. NO PERFORMANCE AUDIT OR PERFORMANCE REVIEW SHALL BE CONDUCTED WITH RESPECT TO THE BONDS.**

Any person wishing to express views on the proposed issuance of the Bonds or the location or nature of the facilities proposed to be financed and refinanced or the plan of financing or refinancing may be heard at such public hearing and may submit written comments at or prior to the public hearing to: J. Nelson Geter, Executive Director, Development Authority of Cobb County, 1100 Circle 75 Parkway, Suite 1000, Atlanta, Georgia 30339.

DEVELOPMENT AUTHORITY  
OF COBB COUNTY  
8:7-2020

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## Human Resources

Item No. 29.

Tony Hagler, Human Resources Director

Districts All

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*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Tony Hagler, Human Resources Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve a revision of the No Harassment and No Discrimination Policy.

### **BACKGROUND**

These revisions take into account the Supreme Court's June 15, 2020, ruling on LGBTQ workers' protection from discrimination under Title VII of the Civil Rights Act *Bostock v. Clayton County, Georgia* No. 17-1618. Additional revisions to the policy include 1) a clearer and more streamlined reporting structure; and, 2) updated information and terminology pertaining to electronic communications (email, social media, text, etc.) and the County's prohibition of harassment and/or discrimination via these technologies.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners approve a revision of the No Harassment and No Discrimination Policy.

### **ATTACHMENTS**

1. NHNDPolicyRev2020 Final Edits 8 18 20

# No Harassment and No Discrimination Policy

Effective Date: Adopted 6/92; Revised 4/00; 4/06; 12/11; 09/20

**§-I. PURPOSE** Cobb County is committed to a work environment in which all individuals are treated with respect and dignity. Individuals have the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Cobb County expects that all relationships among persons will be business-like and free of bias, prejudice and harassment. This policy will ~~establish~~ **establishes** safeguards for employees against harassment and discrimination in the workplace that are consistent with federal employment law and guidelines enforced by the Equal Employment Opportunity Commission, **and sets forth avenues for reporting allegations of harassment and/or discrimination.**

**§-II. SCOPE** Board of Commissioners' Employees.

## **§-III. POLICY**

Cobb County does not and will not tolerate harassment or discrimination of its employees. Toward this end, Cobb County will strive to create an environment free of harassment and discrimination. Included in this approach is the requirement of mandatory No Harassment/**No Discrimination** training for all Board of Commissioners' employees, including supervisors, managers and Department/Agency Heads.

No supervisor or other member of management has the authority to suggest to any employee that the employee's continued employment or future advancement will be affected in any way by that employee's entering into (or refusing to enter into) any form of personal relationship with a supervisor or member of management. **Supervisors or other members of management who are found to have engaged in such behavior will be subject to disciplinary action, according to this policy.**

Cobb County is committed to taking prompt and reasonable steps to investigate allegations of harassment and/or discrimination and to taking appropriate corrective action to eliminate harassment and/or discrimination. **Harassment or discrimination can be perpetrated by employees, vendors, contractors, or members of the community. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, including but not limited to business trips, business meetings and other business-related social events.**

Cobb County will not tolerate retaliation against an individual for reporting violations of this policy and/or for participating in an investigation of a complaint.

**If Cobb County determines that an employee's conduct has violated** ~~Violation of this policy,~~ **the County will take steps to ensure the conduct is effectively addressed, and any employee found to have engaged in harassing, discriminatory or retaliatory conduct** will **be** subject ~~an employee~~ to disciplinary action, up to and including

immediate termination. **Further, a policy violation not resulting in termination will be taken into consideration in any performance appraisal or promotional decision.**

#### **§-IV. DEFINITIONS**

A. Under this policy, the term "harassment" includes, but is not limited to, offensive slurs, jokes, comments, gestures, pictures, posters, objects or graffiti, and any other offensive verbal, graphic, or physical conduct relating to an individual's race, color, sex **(which includes pregnancy, sexual orientation and gender identity)**, religion, national origin, citizenship, age, or disability. Communications that are harassing include, but are not limited to, those conveyed in person, in writing, via email, **text message, social media, or any other form of electronic communication.** **Such harassment is prohibited when it creates an intimidating, hostile or offensive work environment that unreasonably interferes with an individual's work performance.**

B. Under this policy, "harassment" includes specifically "sexual harassment," which is a form of discrimination. "Sexual harassment" includes engaging in speech or conduct of a sexual nature which is known or should reasonably be known to be unwelcome. It includes, but is not limited to, sexual advances, requests for sexual favors, sexual remarks, suggestive comments and gestures, the display of sexually suggestive pictures, posters, objects or graffiti, offensive physical contact or touching, and other verbal, graphic, or physical conduct of a sexual nature. Such conduct is prohibited when it explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

C. Under this policy, the term "discrimination" includes making employment decisions on the basis of an individual's race, color, sex **(which includes pregnancy, sexual orientation and gender identity)**, religion, national origin, citizenship, age, veteran status, or disability or engaging in practices that have the effect of discriminating against individuals on the basis of their race, color, sex, religion, national origin, citizenship, age, veteran status, disability, **or any other classification protected by law in matters of employment.**

#### **§-V. PROCEDURES**

A. An employee should not assume that the County is aware of any problems s/he may be experiencing or that the County is aware of any problems being experienced by other employees. It is the responsibility of employees to bring any complaints or concerns to the County's attention so that they may be addressed. **An effective No Harassment No Discrimination policy depends on all of employees, working together to address this very important subject; therefore,** the following alternate avenues are available to employees to report acts they believe to be discriminatory or harassing:

(1) Any employee who believes s/he has been harassed or discriminated against by a **any County Employee** supervisor, co-worker, contractor, vendor, or member of the general public, must report the matter to **someone in** his/her supervisor, Division Manager, Department/Agency Head, or chain of command. **Those receiving the complaint must then immediately report the complaint to Human Resources for review and/or investigation.** As an alternative to the requirements for reporting outlined above, any employee who believes s/he or any other individual has been harassed or discriminated against **by any party** may contact the Human



Resources Director, or the Employee Relations Specialist, **the County Attorney or the County Manager.**

(2) Any employee who has knowledge or information that any other individual has been harassed or discriminated against by a supervisor, co-worker, contractor, vendor, or member of the general public **any individual listed in Section (V)(1) above must follow the reporting structure as outlined in Section (V)(1) above.** report the matter to his/her supervisor, Division Manager, Department/Agency Head, or chain of command immediately.

(3) Any employee who believes s/he or any other individual has been harassed or discriminated against by the employee's Department Head or Agency Head should **must** immediately contact the County Manager or the Human Resources Director.

(4) Any employee who believes s/he has been harassed or discriminated against by any Department Head or Agency Head must immediately contact his/her Department/Agency Head, the Human Resources Director, or the County Manager.

(5) Any employee who believes s/he has been harassed or discriminated against, or has knowledge or information that any other individual has been harassed or discriminated against by an elected official must immediately contact the County Manager or the County Attorney.

(6) Any employee who believes s/he has been harassed or discriminated against, or has knowledge or information that any other individual has been harassed or discriminated against by the County Manager, must immediately contact a Commissioner or the County Attorney.

(7) As an alternative to the requirements for reporting outlined above, any employee who believes s/he or any other individual has been harassed or discriminated against may contact the Human Resources Director, or the Employee Relations Specialist.

(8)(3) Any employee who believes that his/her complaint has not been handled appropriately, must immediately contact the Human Resources Director.

**(4) In addition, Cobb County encourages individuals who believe they are being subjected to such conduct, if they feel comfortable, to promptly advise the offender that his/her behavior is unwelcome and to request that it be discontinued. Employees are encouraged to document their notice to the offender, including the date, time and manner in which the employee notified the offender that the behavior is unwelcome. Often this notice alone will resolve the problem. Cobb County recognizes, however, that an individual may prefer to pursue the manner through the above outlined complaint procedures.**

B. Complaints will be promptly, thoroughly, and impartially investigated **by Human Resources, as determined by the Human Resources Director and/or the County Attorney.** When notified, employees will be required to participate and cooperate in an investigation and employees will be required to cooperate and provide full and truthful information. Failure to cooperate in an investigation, including the requirement to provide truthful information, may result in disciplinary action, up to and including termination. Once

reported, complaints of harassment and/or discrimination cannot be withdrawn by the complaining employee(s).

~~C. When any supervisor or member of management, including the Department/Agency Head, receives a report of harassment and/or discrimination, the supervisor or member of management must notify and consult with Human Resources and/or the County Attorney's Office prior to commencing an investigation to determine the appropriate investigator and appropriate course of action.~~

~~D. All investigations will be reviewed by Human Resources and the County Attorney's Office prior to being finalized and prior to the results being discussed with employees.~~

~~E. **C.** Where violations of this policy have occurred, immediate **timely** and appropriate disciplinary action, up to and including termination, will be taken. **While some petty slights, annoyances, or isolated incidents may not rise to the level of severe or pervasive behavior that would violate this policy, these behaviors may violate other Cobb County policies, and will be addressed promptly.**~~

~~F. **D.** Complaints will be kept as confidential as possible within the confines of a reasonable investigation.~~

~~G. **E.** Employees will not be penalized for reporting conduct when they believe in good faith that there may be a violation of this policy. **No employee will be retaliated against for voicing a complaint in good faith, or for participating in an established complaint resolution process. Anyone who intentionally supplies false or misleading information (to include the original complaint), or who attempts to harass, intimidate or retaliate against an employee for filing a complaint, or for providing information in connection with a complaint will be subject to disciplinary action, up to and including termination of employment.**~~



## Internal Audit

Item No. 30.

Latona Thomas, Internal Audit Director

Districts All

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*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Latona Thomas, Internal Audit Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve a mutual confidentiality and nondisclosure agreement with RSM US, LLP, in conjunction with an existing contract for supplemental internal auditing services.

### **BACKGROUND**

In accordance with the Cobb County Policy for Procurement and Contract Management, under emergency conditions the County Manager may authorize any contract provided there are sufficient funds available, and provided that if the contract exceeds \$50,000, an explanation of the nature of the emergency is brought to the Board by the Purchasing Director for ratification of the contract at the next scheduled meeting. Due to the COVID-19 pandemic and the declarations of emergency at the national, state and local levels, such emergency conditions arose necessitating execution of the attached agreement prior to a regularly scheduled meeting of the Board of Commissioners (Board).

On March 27, 2020, the County Manager authorized the contract. On April 28, 2020, the Board ratified the previous action by the County Manager executing the referenced contract with RSM US, LLP for supplemental internal auditing services for an amount not to exceed \$100,000.00; and further authorized the Clerk to record evidence of such ratification in the Official Minutes.

On November 12, 2019, the Board approved an allocation of the FY20 Internal Audit Support Contingency funds and authorized the issuance and advertisement of a Request for Qualifications/Proposals for supplemental internal auditing services. A Request for Proposal (RFP) was advertised; responsive proposals were received from five firms; proposals were evaluated and ranked by a Selection Committee approved by the County Manager. The Selection Committee selected RSM US, LLP as the highest ranked proposer.

In connection with the supplemental internal auditing services, an information technology (IT) audit has been identified that will require certain confidential and proprietary information to be shared within the business relationship with RSM US, LLP. As such, a nondisclosure agreement was requested to provide an added level of security and to define each party's rights and obligations with respect to such information.

The Internal Audit Department recommends approval of a mutual confidentiality and nondisclosure agreement with RSM US, LLP, in conjunction with an existing contract for supplemental internal auditing services. The mutual confidentiality and nondisclosure agreement has been reviewed by the County Attorney's Office.

**IMPACT STATEMENT**

Approval of this item will have no impact beyond the application of previously approved contingency funding for its intended purpose.

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners approve a mutual confidentiality and nondisclosure agreement with RSM US, LLP, in conjunction with an existing contract for supplemental internal auditing services; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Mutual Confidentiality and Nondisclosure Agreement with RSM US LLP

## MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of the date of the last signature below ("Execution Date") by and between RSM US LLP, an Iowa limited liability partnership having its principal offices located at 1 South Wacker Drive, Suite 800, Chicago, IL 60606 ("Firm") and Cobb County, Georgia, a political subdivision of the State of Georgia, having its principal offices at 100 Cherokee Street Suite 520 Marietta GA 30090 ("County").

1. **Nature and Purpose.** Firm and County have a business relationship, and, in that regard, each of them may provide the other with certain non-public information relating to its business which it considers to be confidential and proprietary. The purpose of this Agreement is to define each party's rights and obligations with respect to such information. This Agreement does not obligate either party to disclose any information to the other or to enter into any other agreement or arrangement.

2. **Definition.** "Confidential Information" means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, services, developments, inventions, processes, facilities, engineering, techniques, customers, costs, pricing, internal procedures, business and marketing plans or strategies, finances, employees, and business opportunities) disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party") or to the Receiving Party's partners, principals, officers, directors, employees, contractors, representatives, or agents (including, but not limited to, financial advisors, attorneys, and accountants) (collectively, the "Representatives") either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally, or visually): (i) that has been marked as confidential; (ii) whose confidential nature has been made known by Disclosing Party, orally or in writing, to Receiving Party; or (iii) that, due to its character and nature, a reasonable person under like circumstances would treat as confidential.

3. **Exclusions.** Confidential Information does not include information, technical data, or know-how which: (i) is known by Receiving Party at the time of disclosure; (ii) is or becomes known to the public through no fault or breach of this Agreement by Receiving Party; (iii) is approved for release by written authorization of Disclosing Party; (iv) is disclosed to Receiving Party by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by Receiving Party without reference to the Confidential Information.

4. **Existing Agreement.** The parties acknowledge that they have entered into an Agreement for Consulting Services Supplemental Internal Auditing Services FY 2020 (Contract No. 18955, dated April 21, 2020), hereinafter the "Auditing Contract", and that this Agreement shall be interpreted to supplement to be read in conjunction with but not replace the parties' existing Auditing Contract.

5. **Use Limitations.** Receiving Party agrees not to use the Confidential Information for its own use or for any purposes except those purposes expressly set forth above.

6. **Non-Disclosure.** Receiving Party agrees not to disclose the Confidential Information to any third parties or to any of its Representatives except those Representatives who have a need to know the Confidential Information for accomplishing the stated purposes described herein. Prior to any such disclosure, Receiving Party shall advise each Representative recipient of any Confidential Information of the confidential nature of such information. Receiving Party will cause such Representatives to observe the terms of this Agreement and will be responsible for any breach of this Agreement by any of such Representatives. Receiving Party agrees that it shall treat the Confidential Information with the same degree of care as it accords to its own confidential information of a similar nature; provided that in no event shall Receiving Party exercise less than reasonable care to protect the Confidential Information.

7. **Legal Action Requiring Disclosure.** Notwithstanding anything in this Agreement to the contrary, Receiving Party may disclose the Confidential Information to the extent required by applicable law,

regulation, or a valid order by a court or other governmental body with jurisdiction over the parties; provided, however, that Receiving Party will, unless prohibited by law, regulation, or such order, use commercially reasonable efforts to notify Disclosing Party of such requirement at least thirty (30) days prior to making such disclosure so that Disclosing Party may seek a protective order or other appropriate remedy.

8. **Third Party Information.** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

9. **Return or Destruction of Materials.** At any time upon the written request of Disclosing Party, Receiving Party will either destroy or return to Disclosing Party all materials in its possession which contain any Confidential Information, and shall, at Disclosing Party's written request, certify in writing that all copies (in any form or media) have been destroyed or returned to Disclosing Party. If Receiving Party cannot destroy or return the Confidential Information due to federal or state regulations or professional or industry standards that require the retention of such Confidential Information, Receiving Party will certify in writing that the Confidential Information has been retained for one or more of the foregoing purposes and will keep such information confidential in accordance with the terms of this Agreement. It is also understood that it may be difficult to destroy all copies of electronic records containing the Confidential Information. In that regard, it is agreed that Receiving Party will take commercially reasonable measures to destroy electronic records containing the Confidential Information upon request, but, in any event, Receiving Party will take commercially reasonable measures to continue to comply with the confidentiality obligations under this Agreement for any electronic record containing Confidential Information that is not destroyed.

10. **No License.** The Confidential Information shall remain the sole property of Disclosing Party. No license to the Confidential Information is granted to Receiving Party under any patents, copyrights, or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information.

11. **Remedies.** Receiving Party acknowledges and agrees that a breach of any of its obligations under this Agreement may result in irreparable injury to the business of Disclosing Party for which there may be no adequate remedy at law, and Disclosing Party, therefore, shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this Agreement by Receiving Party. Such remedies, however, shall not be deemed to waive or be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

12. **Governing Law; Jurisdiction and Venue.** This Agreement is governed by and shall be enforced and construed in accordance with the laws of the State of Georgia, without reference to or application of its conflict of law rules. The parties agree that all litigation or other legal proceedings under this Agreement shall be brought in the state courts located therein. The parties hereby submit to the exclusive personal and subject matter jurisdiction and venue of such courts and agree to waive the defense of an inconvenient forum.

13. **Indemnification.** Firm agrees to fully indemnify and defend the County against any and all third party actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of any unauthorized disclosure or use of Confidential Information by any employee of the Firm or Firm's Representatives to whom Confidential Information has been disclosed or who has been allowed access thereto.

14. **Attorneys' Fees.** In any action to enforce this Agreement, the prevailing party as determined by the court or other body with jurisdiction, shall be entitled to recover from the other party, in addition to all other awards and remedies to which it is entitled, its reasonable attorneys' fees and costs incurred in connection with such action.

15. **Termination; Survival.** The obligations under this Agreement shall commence at the Execution Date of this Agreement, shall automatically terminate and renew on an annual basis, and this Agreement

shall continue to govern all disclosures of Confidential Information for so long as the Confidential Information remains confidential and proprietary.

16. **Counterparts.** This Agreement may be executed in counterparts and constitutes the entire agreement of the Parties as to the Confidential Information being disclosed and supersedes all prior or contemporaneous agreements, whether oral or written, between the parties.

17. **General.** Except where otherwise noted herein, this Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof. This Agreement may be amended or modified only in writing signed on behalf of authorized representatives of each party. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and the unenforceable or invalid provision shall be construed to be amended in order to avoid such unenforceability or invalidity while preserving as closely as possible the intent of the parties. This Agreement shall not be construed as a teaming agreement, joint venture, partnership, or other business relationship. Neither party will assign or transfer any rights or obligations under this Agreement (by operation of law, sale of assets, merger, reorganization, or otherwise) without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. This Agreement shall be binding upon the permitted successors and assigns of both parties.

INTENDING TO BE LEGALLY BOUND, each of the parties hereto has caused this Agreement to be executed by a duly authorized representative of such party as of the date first set forth above.

**RSM US LLP**



By: \_\_\_\_\_

Name: David L. Luker  
Title: Director  
Date: 8.12.2020

**COBB COUNTY, GEORGIA**

By: \_\_\_\_\_

MIKE BOYCE, Chairman  
Cobb County Board of Commissioners  
Date:



## Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 31.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** William Volckmann, Director/Comptroller  
**DATE:** September 8, 2020

### **PURPOSE**

To approve all interfund transfers for claims and safety equipment purchases to allow Risk Management to reimburse the appropriate department.

### **BACKGROUND**

Risk Management handles all claims and assists departments in obtaining safety equipment. Each department is required to purchase replacement items for those damaged in a loss or to purchase needed safety equipment. Risk Management, in turn, must reimburse departments for these purchases so their budgets are not adversely affected.

### **IMPACT STATEMENT**

This is an administrative process by which the Board is requested to approve the transfer of funds in the current year Claims Fund (710) into various other funds and departments. This enables the recipient department to purchase replacement assets and pay expenses deemed eligible for reimbursement from Risk Management within their own budget.

These are not unusual or unexpected expenses but rather routine replacement costs of County liabilities budgeted within the Claims Fund and distributed to the appropriate department as necessary.

### **FUNDING**

See attached

### **RECOMMENDATION**

The Board of Commissioners approve all interfund transfers for claims and safety equipment purchases; and authorize Risk Management to reimburse the appropriate department.

### **ATTACHMENTS**

1. Interfund Transfers Risk Mgt Sep





**Risk Management Interfund Transfers**

Dash Cams	Water	Decrease Expenditure	710-055-8011-6207	\$1,959.86
		Increase Expenditure	710-055-8011-6594	\$1,959.86
		Increase Revenue	500-500-5140-4960	\$1,959.86
		Increase Expenditure	500-500-5140-6207	\$1,959.86
Total Loss - Damaged Equip.	Police Department	Decrease Expenditure	710-055-8011-6441	\$19,068.80
		Increase Expenditure	710-055-8011-6594	\$19,068.80
		Increase Revenue	010-130-2100-4960	\$19,068.80
		Increase Expenditure	010-130-2100-6207	\$19,068.80



## Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 32.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** William Volckmann, Director/Comptroller  
**DATE:** September 8, 2020

### **PURPOSE**

To approve a contract with Nichols, Cauley & Associates, LLC for audit services for Fiscal Years 2020, 2021, and 2022 with an option to extend for Fiscal Years 2023 and 2024.

### **BACKGROUND**

In June of 2020, the Finance Department began to solicit proposals for audit services for Fiscal Years 2020 through 2024. The Department followed the approved policy for the procurement of professional services. The selection method used was competitive proposals where a specifically defined scope of work is developed and the evaluation criterion is based on all qualitative factors and price.

The auditing firms were asked in the RFP to bid on eight specific areas: the Financial audit, the Single audit, the Cobb-Marietta Coliseum and Exhibit Hall Authority audit, The Cobb and Douglas Board of Health audits, the System Development Fee (SDF) audit, the ArtsBridge Foundation, Inc. audit, and to report on financial assurance requirements for the closure and post-closure care costs of the County's Solid Waste handling facilities.

The evaluation committee was composed of the Cobb-Marietta Coliseum and Exhibit Hall Authority Finance Director, Rob Turner; Cobb and Douglas Public Health Purchasing/AP Manager, Bill Thomas; Cobb County Finance Department Division Manager, Roxane Rush; Cobb County Water Department Accountant, Nancy McGregor; Cobb County Information Services Business Manager, Mary Anna Gunther; Cobb County Finance Department Division Manager, Susan Revill; and Cobb County Purchasing Senior Buyer, Erin Wolfe. They considered all qualitative factors and price as warranted by the selection method.

The initial evaluations were based on the following factors: staffing, experience, approach, availability, financial stability, and price. The evaluation committee determined that all firms submitting a proposal were qualified to do the County's audit based on qualitative factors. No firms were eliminated at this point. Therefore, price became an important factor as presented below:

	<u>Three Year</u>	<u>Five Year</u>
Nichols, Cauley & Associates, LLC	\$534,600	\$891,000
Mauldin & Jenkins, LLC	\$619,500	\$1,054,000

Based on all factors provided, the evaluation committee recommends that the audit services contract be awarded to the firm that submitted the lowest bid: Nichols, Cauley & Associates, LLC.

**IMPACT STATEMENT**

N/A

**FUNDING**

Funding for Audit Services will be available in the related fund's adopted annual operating budget.

**RECOMMENDATION**

The Board of Commissioners approve a contract with Nichols, Cauley & Associates, LLC for audit services for Fiscal Years 2020, 2021, and 2022, with an option to extend for Fiscal Years 2023 and 2024, and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 33.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** William Volckmann, Director/Comptroller

**DATE:** September 8, 2020

### **PURPOSE**

To authorize all budget transactions necessary for the final close-out of the FY2020 budgets of the General Fund and other operating funds.

### **BACKGROUND**

As in prior years, various departments will require additional funding or the reallocation of existing funding to complete the 2020 fiscal year. The county financial system controls do not permit deficit spending at the department-category level; therefore, all potential deficits or shortages require fund and/or departmental budget adjustments to prevent year-end deficits. Year-end savings will be transferred, as necessary, to prevent year-end deficits. These transfers may include those in or out of personal services, operating, debt service, capital and contingency categories.

In addition, revenue budgets may be increased or decreased to match actual receipts and, as necessary, to prevent expenditure deficits. As a last resort, fund balances may be appropriated into 2020 to cover any remaining potential deficits. The County Manager will review and approve these budget transactions that allow the final year-end expenditure transactions to post properly in the financial system for 2020 year-end close-out. A summary of these transactions will be brought before the Board of Commissioners for final approval at a later date.

### **IMPACT STATEMENT**

This is a routine, necessary, annual process by which the Finance Department makes needed budgetary adjustments to ensure all year-end deficits have been resolved prior to final close-out of the prior fiscal period (FY2020). There is no ongoing fiscal impact on future periods.

## **FUNDING**

As necessary for the FY2020 year-end close-out of the General Fund and other operating funds:

Increase/Decrease Revenue Appropriations to match actual receipts

Increase/Decrease Expenditure Appropriations to match actual expenditures

Increase Fund Balance/Retained Earnings Appropriations to prevent deficits

## **RECOMMENDATION**

The Board of Commissioners authorize all budget transactions necessary for the final close-out of the FY2020 budgets of the General Fund and other operating funds, and direct the County Manager to review and bring these transactions before the Board of Commissioners for final approval at a later date.

## **ATTACHMENTS**

None



## Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 34.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** William Volckmann, Director/Comptroller

**DATE:** September 8, 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. 09082020 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 8<sup>th</sup> of September 2020





## CDBG

Kimberly Roberts, Managing Director

Districts All

Item No. 35.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Kimberly Roberts, Managing Director

**DATE:** September 8, 2020

### **PURPOSE**

To authorize the acceptance and allocation of Fiscal Year 2020 Edward Byrne Memorial Justice Assistance Grant funds provided by the Department of Justice.

### **BACKGROUND**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program was created as part of the Consolidated Appropriations Act of 2005. The JAG Program, administered by the Bureau of Justice Assistance (BJA), is the leading source of federal justice funding to state and local jurisdictions. The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

On Thursday, July 9, 2020, the BJA announced that the County was awarded \$99,852.00 in Fiscal Year (FY) 2020 JAG program funds. The FY2020 JAG application cycle commenced on Monday, May 14, 2020 and concluded on Friday, May 29, 2020. Applications were accepted from local non-profits and governmental departments to be evaluated for potential funding by the Applications Review Committee. A total of eight (8) applications were received from non-profit and governmental departments. Each application was rated based on the following criteria: 1) thoroughness of the grant application; 2) organization's prior grant expenditure history; and 3) the organization's staff and financial capacity. Based on ratings of the applications, the CDBG Program Office recommends the proposed funding as listed in Attachment A.

All citizen participation activities were carried out in compliance with the County's Citizen Participation Plan requirements. The public comment period commenced on Friday, August 21, 2020, and will concluded on Friday, September 4, 2020. A Public Review Meeting was held at 11:30 a.m. on Thursday, August 27, 2020.

## **IMPACT STATEMENT**

The Department of Justice (DOJ) through the Office of Justice Programs (OJP) provides 100% of required funding for the JAG Program. Cobb County will have no matching obligations under this program. If this funding were reduced or no longer made available, we would no longer pay for professional services and operating costs, the programs would be terminated and the employment positions eliminated.

## **FUNDING**

The budget appropriations shown in Attachment A will account for the receipt and expenditure of FY2020 JAG funds.

## **RECOMMENDATION**

The Board of Commissioners authorize the acceptance and allocation of Fiscal Year 2020 Edward Byrne Memorial Justice Assistance Grant funds provided by the Department of Justice; the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Attachment A - 2020 JAG

<b>FY2020 Justice Assistance Grant (JAG) Recommended Allocations</b>						<b>\$99,852.00</b>	
<b>Project Description</b>	<b>FY2020 JAG Recommended Allocation</b>	<b>Fund</b>	<b>Dept</b>	<b>Unit</b>	<b>Revenue</b>	<b>Expense</b>	
Cobb County Police Dept - Equipment Acquisition - Supplies	\$ 12,996.00	284	390	J20F	4429	6594	
Cobb County Superior Court - Equipment Acquisition	\$ 5,000.00	284	390	J20S	4429	6594	
Cobb District Attorney's Office - Personnel Salary & Fringe	\$ 25,000.00	284	390	J20C	4429	6594	
LiveSafe Resources - Personnel Salary & Fringe	\$ 16,871.00	284	390	J20E	4429	6574	
Nobis Works, Inc - Equipment Acquisition - Supplies - Salary	\$ 10,000.00	284	390	J20N	4429	6574	
SafePath Children's Advocacy Center - Personnel Salary& Fringe	\$ 15,000.00	284	390	J20D	4429	6574	
Turner Hill Community Development Corporation - Personnel Salary	\$ 5,000.00	284	390	J20T	4429	6574	
Cobb County CDBG Program Office - Administration	\$ 9,985.00	284	390	J20A	4429	6312	
<b>TOTAL</b>	<b>\$ 99,852.00</b>						



## **CDBG**

Kimberly Roberts, Managing Director

Districts All

**Item No. 36.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Kimberly Roberts, Managing Director

**DATE:** September 8, 2020

### **PURPOSE**

To authorize the appropriation of interest income from the United States Department of Justice Edward Byrne Memorial Justice Assistance Grant Program for Fiscal Year 2017.

### **BACKGROUND**

The U.S. Department of Justice (DOJ) awarded Cobb County \$97,357.00 in Fiscal Year (FY) 2017 Justice Assistance Grant (JAG) Program funds for crime prevention and justice system improvements. To date, Cobb County has received a total of \$444.69 in interest income through December 2019 from FY2017 JAG funds. JAG funds and any subsequent interest earned are considered program income and can only be allocated to Subrecipients funded during the specific grant year. The Board of Commissioners approved the FY16 JAG Subrecipients at the September 26, 2017 meeting.

This appropriation is necessary in order to close out the FY2017 grant, in which all program income and grant funds must be expended by September 30, 2020. The Cobb County CDBG Program Office contacted FY2017 JAG Subrecipients to determine if the organizations could expend additional funding by the grant deadline of September 30, 2020. Based on the Subrecipients' assessment of their capacity to expend funds by the deadline, the Cobb County CDBG Program Office proposes to appropriate a total of \$444.69 in program income funds to the Cobb County District Attorney's Office.

A Public Notice was published on Friday August 21, 2020 commencing a 10-day Public Comment period that concluded on Friday, September 4, 2020. A Public Review Meeting was held at 11:00 a.m. on Thursday, August 27, 2020. No comments were received.

### **IMPACT STATEMENT**

Edward Byrne Memorial Justice Assistance Grant funds have been provided by the U.S. Department of Justice and the reallocation of these funds is permissible according to JAG guidelines. Also, under the JAG program, earned interest is considered program income and can be reallocated for other eligible activities. There is no local match that will impact the General Fund.

**FUNDING**

The following budget appropriations will account for the receipt and expenditure of JAG funds.

Increase revenue:	284-390-J17C-6594/4855 (Interest Earnings)	\$444.69
Increase expenditure:	270-170-JG20-6018/4960 (Cobb DA Office)	\$444.69

**RECOMMENDATION**

The Board of Commissioners authorize the appropriation of interest income from the United States Department of Justice Edward Byrne Memorial Justice Assistance Grant Program for Fiscal Year 2017; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## County Clerk

Pam Mabry, County Clerk

Districts All

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Item No. 37.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Pam Mabry, County Clerk

**DATE:** September 8, 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:

- August 24, 2020 - Agenda Work Session
- August 24, 2020 - BOC Work Session
- August 25, 2020 - BOC Regular

### **ATTACHMENTS**

1. 08242020 Agenda Work Session
2. 082420 Work Session
3. 082520 BOC Regular Meeting

**MINUTES OF AGENDA WORK SESSION  
COBB COUNTY BOARD OF COMMISSIONERS  
AUGUST 24, 2020**

The Cobb County Board of Commissioners attended an Agenda Work Session on Monday, August 24, 2020, in the second-floor BOC Meeting Room, 100 Cherokee Street, Marietta, Georgia, for the purpose of receiving information and participating in discussion regarding the August 25, 2020, BOC Agenda. Present and comprising a quorum of the Board were:

Chairman Mike Boyce  
Commissioner JoAnn Birrell  
Commissioner Keli Gambrell  
Commissioner Bob Ott  
Commissioner Lisa Cupid

**CALL TO ORDER – CHAIRMAN BOYCE**

Chairman Boyce called the meeting to order at 9:01 a.m.

No official action was taken by the Board.

**ADJOURNMENT**

The meeting was adjourned at 9:15 a.m.

---

Pamela L. Mabry  
County Clerk  
Cobb County Board of Commissioners

**MINUTES OF REGULAR MEETING  
COBB COUNTY BOARD OF COMMISSIONERS  
AUGUST 24, 2020  
1:30 PM**

The Work Session of the Cobb County Board of Commissioners was held on Monday, August 24, 2020 at 1:30 p.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 1:31 p.m.

**PRESENTATIONS**

**1. To present information regarding the upcoming recommendation of changes to the Cobb County Code.**

Bill Rowling, County Attorney, introduced Scott Bergthold, Outside Counsel, who presented information regarding the upcoming recommendation of changes to the Cobb County Code.

A copy of the information presented is on file in the office of the County Clerk.

No official action was taken by the Board.

*Clerk's Note: Commissioner Ott requested staff add the following language to Version Two of the proposed Code Amendments to Section 6-1:*

- *Add to the end of Nightclub means ... “; and further provided that a nightclub located in certain mixed-use developments identified in Section 6-133 is excluded from the requirement of maintaining a kitchen.”*



2. **To present information regarding the Cobb County COVID-19 Response Plan.**

Cassie Mazloom, EMA Director, presented information regarding the COVID-19 Response Plan as presented by the COVID-19 Response Task Force.

A copy of the information presented is attached and made a part of these minutes.

No official action was taken by the Board.

**ADJOURNMENT**

The meeting was adjourned at 2:15 p.m.

---

Angela Cunningham  
Deputy County Clerk  
Cobb County Board of Commissioner

UNOFFICIAL

**MINUTES OF REGULAR MEETING  
COBB COUNTY BOARD OF COMMISSIONERS  
AUGUST 25, 2020  
7:00 PM**

The Regular Meeting of the Cobb County Board of Commissioners was held on Tuesday, August 25, 2020, at 7:00 p.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 7:02 p.m.

**PRESENTATIONS**

1. **To present a proclamation designating the month of September 2020 as *Life University Founder's Month of Giving for Research.***

Chairman Boyce presented a proclamation designating September 2020 as Life University Founder's Month of Giving for Research. A copy of said proclamation is attached and made a part of these minutes.

2. **To present a proclamation to the CobbLinc transit system team in appreciation of their efforts to provide much-needed services to our community during these unprecedented times, due to the COVID-19 pandemic.**

Chairman Boyce presented a proclamation to the CobbLinc transit system team in appreciation of their efforts to provide much-needed services to our community during these unprecedented times, due to the COVID-19 pandemic. A copy of said proclamation is attached and made a part of these minutes.

*Clerk's Note: Chairman Boyce read a proclamation designating September 14-18, 2020 as Minority Business Opportunity Week in Cobb County in honor of the achievements of minority businesses and their importance to our community.*

**PUBLIC HEARING**

3. **To conduct the first public hearing to solicit comments and input on the proposed amendments to Chapter 6 (Alcoholic Beverages), Chapter 78 (Licenses, Permits and Businesses), and Chapter 134 (Zoning) of the Official Code of Cobb County.**

Bill Rowling, County Attorney, introduced Scott Bergthold, outside counsel who presented information and read a resolution regarding the proposed amendments to Chapter 6 (Alcoholic Beverages), Chapter 78 (Licenses, Permits and Businesses), and Chapter 134 (Zoning) of the Official Code of Cobb County.

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.

No Action was taken by the Board.

**PUBLIC COMMENT**

1. **Nancy** (no last name given) addressed the Board regarding evictions.
2. **Cynthia Johnson** addressed the Board regarding evictions.
3. **Nichole F. Smith** addressed the Board regarding evictions.
4. **Denny Wilson** addressed the Board regarding evictions.
5. **Sheila Edwards** addressed the Board regarding the election and renters' rights.
6. **Tamesha Walker** addressed the Board regarding evictions.
7. **Denise Stroman** addressed the Board regarding evictions.
8. **Jessica Renee'** addressed the Board regarding evictions and lack of affordable housing.
9. **Davita Carter** addressed the Board regarding evictions.
10. **Monica Delancy** addressed the Board regarding evictions.
11. **Charlotte McCrae** addressed the Board regarding Cobblinc.

**CONSENT AGENDA**

MOTION: Motion by Boyce, second by Birrell, to **approve** the following items on the Consent Agenda, *as revised*; and **authorize** execution of the necessary documents by the appropriate County personnel.

**Water System**

- 4. To convey by quit claim deed to the underlying property owner any County rights associated with a sanitary sewer easement located at 3064 Cobb Parkway.**

To **convey** by quit claim deed to the underlying property owner, Reese Real Estate Acworth, LLC, any County rights associated with a sanitary sewer easement located at 3064 Cobb Parkway; and **authorize** the Chairman to execute the necessary documents.

- 5. To approve a construction contract with Insituform Technologies, LLC, for FY20 Sanitary Sewer Rehabilitation, Program No. S1136.**

To **approve** a construction contract with Insituform Technologies, LLC, in the amount of \$3,642,286.75, for FY20 Sanitary Sewer Rehabilitation, Program No. S1136; **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 Lines

Preliminary Estimates	510-500-5755-8005	S2503-Z	\$3,734,186.75
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Transfer to:

FY20 Sanitary Sewer Rehabilitation

Construction	510-500-5755-8260	S1136-C	\$3,642,286.75
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Interest Expense on Retainage	510-500-5755-6613	S1136-A	\$ 9,100.00
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Easements & Right-of-Way	510-500-5755-8020	S1136-R	\$ 5,000.00
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Materials & Supplies	510-500-5755-8265	S1136-M	\$ 5,000.00
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Contingency	510-500-5755-8810	S1136-T	<u>\$ 72,800.00</u>
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Total			\$3,734,186.75
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6. **To approve a construction contract under the 2016 Stormwater Management Unit Price Contract with Ray Campbell Contracting Co., Inc., for the 2020 Stormwater Management Mowing Contract, Program No. SW2089.**

To **approve** a construction contract with Ray Campbell Contracting Co., Inc., in the amount of \$164,100.00, for the 2020 Stormwater Management Mowing Contract, Program No. SW2089; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

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

Transfer from:

Stormwater Multi-Year Budget

Drainage Contract R&M Service 510-500-5758-6496 SW9999-Z \$164,100.00

Transfer to:

2020 Stormwater Management Mowing Contract

Drainage Contract R&M Service 510-500-5758-6496 SW2089-C \$164,100.00

**Transportation**

7. **To approve Lease Amendment No. 5 to the North Fixed Based Operator Lease and Operating Agreement with Hawthorne Global Aviation Services, LLC, and approve Lease Amendment No. 6 to the South Fixed Based Operator Lease and Operating Agreement with Hawthorne Global Aviation Services, LLC, regarding a rent abatement/deferment plan at Cobb County International Airport - McCollum Field, due to the COVID-19 pandemic.**

To **approve** Lease Amendment No. 5 to the North Fixed Based Operator Lease and Operating Agreement with Hawthorne Global Aviation Services, LLC regarding a rent abatement/deferment plan at the Cobb County International Airport – McCollum Field, due to the COVID-19 pandemic; **approve** Lease Amendment No. 6 to the South Fixed Based Operator Lease and Operating Agreement with Hawthorne Global Aviation Services, LLC regarding a rent abatement/deferment plan at the Cobb County International Airport – McCollum Field, due to the COVID-19 pandemic; and **authorize** the Chairman to execute the necessary documents.

8. **To adopt a resolution to approve the CobbLinc Agency Safety Plan for the Department's transit system.**

To **adopt** a resolution to approve the CobbLinc Agency Safety Plan for the Department's transit system; and **authorize** the Chairman to execute the necessary documents. A copy of said resolution is attached and made a part of these minutes.

9. **To approve the Twelfth Amendment to the Agreement with Cubic Transportation Systems, Inc., for repair, maintenance, and support services of the Breeze Fare Collection System, CCDOT Contract No. 001573.**

To **approve** the Twelfth Amendment to the Agreement with Cubic Transportation Systems, Inc., in an amount not to exceed \$87,105.00, for repair, maintenance, and support services of the Breeze Fare Collection System, for the period of October 1, 2020, through September 30, 2021, CCDOT Contract No. 001573; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

Available in the Transit Grant Fund, with the following budget transfer:

Transfer from:	203-050-T080-T080-8005	Preliminary Estimate	\$87,105.00
Transfer to:	203-050-T080-T080-6491	Annual Maintenance Contracts	\$87,105.00

10. **To approve the Second Amendment to the Transit System Award Agreement with First Transit, Inc., regarding administrative leave/incentive payment for contractor personnel affected by CobbLinc limited operational bus service due to the COVID-19 pandemic.**

To **approve** the Second Amendment to the Transit System Award Agreement with First Transit, Inc., in an amount not to exceed \$129,566.70, regarding administrative leave/incentive payment for contractor personnel affected by CobbLinc limited operational bus service due to the COVID-19 pandemic; and **authorize** the Chairman to execute the necessary documents.

Available in the FY20 approved Transit Division Operating Budget, as follows:

Available:	200-050-4802-6327	Operator Service Fees	\$129,566.70
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Support Services Agency

Information Services

11. **To authorize the use of funding received under the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), through the Coronavirus Relief Fund and approve a Project Agreement with Controlled Access, Inc. to install the County’s enterprise surveillance system at all county absentee ballot drop box locations.**

To **authorize** the use of federal funding through the Coronavirus Aid, Relief and Economic Security Act for the installation of the County’s enterprise surveillance system for Elections Absentee Ballot drop box locations; **approve** project agreement with Controlled Access, Inc. in an amount not to exceed \$288,000.00; **authorize** a 10% project contingency in an amount not to exceed \$28,800.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding will be available with the following budget transaction:

Decrease Expenditure:	278-055-V9CT-8820	(Contingency)	\$316,800.00
Increase Expenditure:	278-230-V9EL-6259	(IS-Accountable Equip.)	\$316,800.00

12. **To authorize the deletion of two vacant part-time Admin Specialist 1 positions (grade 5P) with position numbers 8120028 and 8120024 within the Postal, Printing & Records Services Division of the Information Services Department and authorize creation of one full-time Mail Services Technician position (grade 7).**

To **authorize** the deletion of two vacant part-time Admin Specialist 1 positions (grade 5P) with position numbers 8120028 and 8120024 within the Postal, Printing & Records Services Division of the Information Services Department; **authorize** the creation of one full-time Mail Services Technician position (grade 7); **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the Postal, Printing & Records Services Division Personnel Services Budget.

13. **To authorize the use of funding received under the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), through the Coronavirus Relief Fund to incorporate social distancing capabilities in Cobb County courtrooms through audio-visual technology and approve Amendment 1 to a contract with Conference Technologies, Inc.**

To **approve** Amendment 1 to a contract with Conference Technologies, Inc. in an amount not to exceed \$3,548,679.94 incorporate social distancing capabilities in Cobb County courtrooms through audio-visual technology; authorize a 4% project contingency in an amount not to exceed \$141,947.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the CARES Fund as follows:

278-035-V9IS-6259 (Accountable Equipment – IS related only)

**Public Safety Agency**

14. **To award the selection of Spratlin & Son Construction for the construction of a pole barn storage area and renovation of warehouse space at the Fire Annex, located at 3200 Austell Road.**

To **award** the selection of Spratlin & Son Construction, in the amount of \$850,061.00, for Construction Manager at-Risk services to construct a pole barn storage area and renovated warehouse space at the Fire Annex, located at 3200 Austell Road, and **authorize** the Chairman to execute the necessary documents.

Funding is available in the CARES Program Fund 278, Department of Homeland Security, Disaster Relief Funds/County Preparedness (COVID) for the EMA Stockpile as follows:

278-493-V9S1-8110	(Renovation)	\$718,561.00
278-493-V9S1-6207	(Safety Supplies)	\$131,500.00



15. **To approve a contract with Spratlin & Son Construction to establish a Guaranteed Maximum Price for the construction of a pole barn storage area and renovation of warehouse space at the Fire Annex, located at 3200 Austell Road.**

To **approve** a contract with Spratlin & Son Construction, in the amount of \$850,061.00, to establish a Guaranteed Maximum Price for the construction of a pole barn storage area and renovation of warehouse space at the Fire Annex, located at 3200 Austell Road, and **authorize** the Chairman to execute the necessary documents in a form substantially similar to that presented and approved by the County Attorney's Office.

Funding is available in the CARES Program Fund 278, Department of Homeland Security, Disaster Relief Funds/County Preparedness (COVID) for the EMA Stockpile as follows:

278-493-V9S1-8110	(Renovation)	\$718,561.00
278-493-V9S1-6207	(Safety Supplies)	\$131,500.00

**911 Emergency Communications**

16. **To approve a contract with Motorola Solutions for the purchase of two Remote Dispatch MCC7500e console positions and associated support costs for the Emergency Communications Department's Backup Center.**

To **approve** a contract with Motorola Solutions for the purchase of two Remote Dispatch MCC7500e console positions and associated support costs for the Emergency Communications Department Backup Center and **authorize** the Chairman to execute the necessary documents.

Funding is available in the CARES Program Fund 278, Department of Homeland Security, Disaster Relief Funds/County Preparedness (COVID) as follows:

278-130-V9PS-8421	Communication Equipment and Technology	\$230,443.00
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17. **To approve a contract with BERGVIK NORTH AMERICA, INC. for solid surface flooring to replace the current carpeted flooring within the Emergency Communications Department.**

To **approve** a contract with BERGVIK NORTH AMERICA, INC. in the amount of \$127,000.00, for solid surface flooring to replace the current carpeted flooring within the Emergency Communications Department and **authorize** the Chairman to execute the necessary documents.

Funding is available in the CARES Program Fund 278, Department of Homeland Security, Disaster Relief Funds/County Preparedness (COVID) as follows:

278-130-V9PS-8110	(Renovation of Buildings and Structures)	\$127,000.00
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**Community Development**

18. **To approve an Annexation Notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of a 2.417-acre tract located at 5773 Oakdale Road, into the City of Smyrna.**

To **approve** an Annexation Notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of Land Lot 0055, 18th District, parcel 0007, 2nd Section, located on a 2.417-acre tract located at 4773 Oakdale Road, into the City of Smyrna. A copy of the Non-Objection letter is attached and made a part of these minutes.

**Finance**

**19. To authorize the monthly appropriation of previously approved restricted revenue items and approve the annual carry forward of year end balances within these accounts.**

To **authorize** the monthly appropriation of previously approved restricted revenue items; **approve** the annual carry forward of year end balances within these accounts; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding will be appropriated as received to the following revenue and expenditure budgets:

**Equitable Sharing Fund**

**Police Department**

**Justice**

Increase Revenue: 288-130-PD0J-4429 (Dept. of Justice)  
288-130-PD0J-4855 (Interest)

Increase Expenditure: 288-130-PD0J-8820 (Contingency)

**Treasury**

Increase Revenue: 288-130-PD0T-4430 (Dept. of the Treasury)  
288-130-PD0T-4855 (Interest)

Increase Expenditure: 288-130-PD0T-8820 (Contingency)

**District Attorney**

**Justice**

Increase Revenue: 288-170-DA0J-4429 (Dept. of Justice)  
288-170-DA0J-4855 (Interest)

Increase Expenditure: 288-170-DA0J-8820 (Contingency)

**Treasury**

Increase Revenue: 288-170-DA0T-4430 (Dept. of the Treasury)  
288-170-DA0T-4855 (Interest)

Increase Expenditure: 288-170-DA0T-8820 (Contingency)

**To authorize the monthly appropriation of previously approved restricted revenue items and approve the annual carry forward of year end balances within these accounts. (cont.)**

**Sheriff's Office**

**Justice**

Increase Revenue: 288-210-SO0J-4429 (Dept. of Justice)  
288-210-SO0J-4855 (Interest)

Increase Expenditure: 288-210-SO0J-8820 (Contingency)

**Treasury**

Increase Revenue: 288-210-SO0T-4430 (Dept. of the Treasury)  
288-210-SO0T-4855 (Interest)

Increase Expenditure: 288-210-SO0T-8820 (Contingency)

**General Fund**

**Tax Commissioner**

Increase Revenue: 010-230-9600-4534 (Judicial In Rem Fees)

Increase Expenditure: 010-230-9600-6339 (Judicial In Rem Expenses)

**Community Development**

**Inspections Division**

Increase Revenue: 010-030-0320-4534 (Judicial In Rem Fees)

Increase Expenditure: 010-030-0320-6339 (Judicial In Rem Expenses)

**Community Development**

**Code Enforcement Division**

Increase Revenue: 010-030-0350-4804 (Court Fines/Liens)

Increase Expenditure: 010-030-0350-8852 (Restricted Reserve)

**20. To approve a contract with W. Frank Newton, Inc. for the provision of administrative services for grant programs received from the U.S. Department of Housing and Urban Development and other federal and state sources.**

To **approve** a contract with W. Frank Newton, Inc. for the provision of administrative services for U.S. Department of Housing and Urban Development (HUD) and other federal and state grant programs; **authorize** all budget transactions; and **further authorize** the Chairman to execute the necessary documents.

The contract fees for administration of HUD and other federal and state grant programs are paid entirely with grant funds. No monies from the County's General Fund are used. The addition or deletion of grant programs received by the County may result in changes to contract fees. Funding for administrative fees are already included in each of the budgets for the various grant programs being administered. If this funding were reduced or no longer made available, we would no longer pay for professional services and operating costs, the programs would be terminated and the employment positions eliminated.

**21. 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 a made a part of these minutes.

**22. To accept 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 **accept** a grant award from the Technical College System of Georgia for CobbWorks, Inc., the local Workforce Development Board, in the amount of . \$122,595.00, to provide training and employment services for the Adult Program; **authorize** 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-WP20-WP20AD-A-XX/4430 (Admin)	\$ 12,260.00
276-120-WP20-WP20AD-P-XX/4430 (Program)	\$110,335.00

Increase Expenditures:

276-120-WP20-WP20AD-A-Varies (Admin)	\$ 12,260.00
276-120-WP20-WP20AD-P-Varies (Program)	<u>\$110,335.00</u>
Total Grant:	\$122,595.00

23. **To accept 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 dislocated workers.**

To **accept** a Dislocated Worker Program grant award from the Technical College System of Georgia for CobbWorks, Inc., the local Workforce Development Board, in the amount of \$260,084.00, to provide training and employment services for dislocated workers; **authorize** 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-WP20-WP20DW-A-XX/4430 (Admin)	\$ 26,008.00
276-120-WP20-WP20DW-P-XX/4430 (Program)	\$234,076.00

Increase Expenditures:

276-120-WP20-WP20DW-A-Varies (Admin)	\$ 26,008.00
276-120-WP20-WP20DW-P-Varies (Program)	<u>\$234,076.00</u>
Total Grant: (See Attachment Details)	\$260,084.00

**County Clerk**

24. **To approve minutes.**

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

- August 10, 2020 - Agenda Work Session
- August 11, 2020 - BOC Regular Meeting
- August 18, 2020 - BOC Zoning Meeting

CONSENT VOTE: **ADOPTED 5-0**

**REGULAR AGENDA**

**Transportation**

25. **To approve Change Order No. 1 to the contract with D&H Construction Company, Inc., for drainage system repairs on Lost Mountain Lane, Project No. X2263, CCDOT Contract No. 001521.**

Motion by Gambrill, second by Birrell, to **approve** Change Order No. 1 to the contract with D&H Construction Company, Inc., a no-cost time extension through September 30, 2020, for drainage system repairs on Lost Mountain Lane, Project No. X2263, CCDOT Contract No. 001521; and **authorize** the Chairman to execute the necessary documents.

VOTE: ADOPTED 5-0

26. **To approve Change Order No. 1 to the contract with Baldwin Paving Company, Inc., for intersection improvements on Factory Shoals Road at Riverside Parkway, Project No. X2306, CCDOT Contract No. 001296.**

Motion by Cupid, second by Ott, to **approve** Change Order No. 1 to the contract with Baldwin Paving Company, Inc., a no-cost time extension through December 28, 2020, for intersection improvements on Factory Shoals Road at Riverside Parkway, Project No. X2306, CCDOT Contract No. 001296; and **authorize** the Chairman to execute the necessary documents.

VOTE: ADOPTED 5-0

**27. To approve Change Order No. 2 (final) to the contract with Excellere Construction, LLC for repairs on Silver Comet Trail Bridges, Project No. X2119, CCDOT Contract No. 001472.**

Motion by Cupid, second by Ott, to **approve** Change Order No. 2 (final) to the contract with Excellere Construction, LLC, a savings to the project in the amount of \$118,538.73, for repairs on Silver Comet Trail Bridges, Project No. X2119, CCDOT Contract No. 001472; **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 34708131934:	347-050-X210-X210-8762-X2119-C	Turnkey Construction	\$118,538.73
Transfer from:	347-050-X210-X210-8762-X2119-C	Turnkey Construction	\$118,538.73
Transfer to:	347-050-X200-X200-8761-X2000-C	Preliminary Estimate	\$118,538.73

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

Silver Comet Trail Bridges is an eligible project/program under the Infrastructure Preservation – Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 12). Silver Comet Trail Bridges includes repairs to existing bridges along the Silver Comet Trail.

SPLOST Project Summary as of August 5, 2020:

Silver Comet Trail Bridges	Budget:	\$574,745.00	Expended:	\$455,206.77
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**VOTE: ADOPTED 5-0**



**28. To approve a Supplemental Agreement No. 1 to Project No. X2769-TO#01 to the 2018 Master Task Order Contract with Long Engineering, Inc., for engineering design of Old Alabama Road Sidewalk, CCDOT Contract No. 001308.**

Motion by Gambrill, second by Birrell, to **approve** Supplemental Agreement No. 1 to Project No. X2769-TO#01 to the 2018 Master Task Order Contract with Long Engineering, Inc., in an amount not to exceed \$123,703.68, for engineering design of Old Alabama Road Sidewalk, CCDOT Contract No. 001308; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

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

Transfer from:	347-050-X270-X270-8761-X2769-C	Preliminary Estimate	\$123,703.68
Transfer to:	347-050-X270-X270-8722-X2769-E	Engineering	\$123,703.68
Increase GAE 34704091934:	347-050-X270-X270-8722-X2769-E	Engineering	\$123,703.68

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.

Old Alabama Road Sidewalk is an eligible project/program under the Pedestrian Improvements – Sidewalks Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 14). Pedestrian Improvements within Commission District 4 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.

SPLOST Project Summary as of August 5, 2020:

Old Alabama Road Sidewalk	Budget:	\$3,736,665.00	Expended:	\$282,825.83
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**VOTE: ADOPTED 5-0**

Support Services Agency

29. To authorize a contract for the sale of certain real property situated at 4569 Dallas Street in Acworth, Georgia not required for County purposes, to the City of Acworth, through the brokerage firm of McWhirter Realty Partners.

Motion by Gambrill, second by Birrell, to **declare** as surplus and **approve** a contract for the sale of property situated at 4569 Dallas Street in Acworth, Georgia, not required for County purposes, to the City of Acworth, through the brokerage firm of McWhirter Realty Partners, in the amount of \$240,000.00, pursuant to the terms of the attached Agreement for Purchase and Sale; **authorize** the corresponding budget transactions, and **further authorize** the Chairman to execute the necessary documents and take all other action necessary to facilitate this sale.

Funding will be appropriated as follows:

Increase Revenue:	345-110-E072-4944	(Sale of Property)	\$ 34,646.00
Increase Expenditure:	345-110-E072-E0742-8111-C	(Roofing)	\$ 34,646.00
Increase Revenue:	010-015-0145-4944	(Sale of Property)	\$205,354.00
Increase Expenditure:	010-015-0145-8854	(Contingency)	\$205,354.00

VOTE: **ADOPTED 5-0**

**APPOINTMENTS**

**30. To announce the appointment of Ralph Rehn to the Workforce Development Board.**

Chairman Boyce announced the appointment of Ralph Rehn to the Workforce Development Board, for a term-balance to expire June 30, 2023. This appointment is to fill a vacancy.

**31. To announce the appointment of Michael Chriszt to the Workforce Development Board.**

Chairman Boyce announced the appointment of Michael Chriszt to the Workforce Development Board, for a term-balance to expire June 30, 2023. This appointment fills a vacancy.

**32. To approve the reappointment of Ana Murphy to the Cobb County Board of Family and Children Services.**

Motion by Boyce, second by Ott, to **approve** the reappointment of Ana Murphy to the Cobb County Board of Family and Children Services, Post 5 for a term balance to expire June 30, 2025.

VOTE: **ADOPTED 5-0**

**ADJOURNMENT**

The meeting was adjourned at 8:51 p.m.

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Angela Cunningham  
Deputy County Clerk  
Cobb County Board of Commissioners



## **BOC Commissioner (District 4)**

**Item No. 38.**

Lisa Cupid, Commissioner

Districts All

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*Cobb County...Expect the Best!*

**TO:** Board of County Commissioners

**FROM:** Lisa Cupid, Commissioner

**DATE:** September 8, 2020

### **PURPOSE**

To approve emergency funding to provide rent relief for qualified Cobb County residents who have been adversely affected by COVID-19.

### **BACKGROUND**

The World Health Organization declared COVID-19 a world health emergency and a global pandemic. A National Public Health Emergency was declared for the United States on March 13, 2020. And, the Governor of the State of Georgia declared a State Public Health Emergency in Georgia on March 14, 2020, currently extended through September 11, 2020. The various restrictions on persons and businesses pursuant to Governor Kemp's Order, including a shelter in place mandate which has since been lifted, has had devastating effects on the economy and has left many Cobb citizens unable to make their rental payments and facing possible eviction.

Cobb Community Foundation ("CCF") is a grant-making public charity that builds and grows resources to enhance the quality of life in Cobb County. CCF's mission is inspiring charitable giving, building resources for the future, and connecting donors who care with causes that matter. Their vision is a community fully engaged in meeting needs now and into the future. CCF continually assesses community needs, develops grant programs for local non-profits, and raises the dollars needed to meet needs in good times and in bad.

CCF and a selection committee of nine members with four members appointed by CCF and five members appointed by the Board of Commissioners, one appointee per Board member will select the Service Providers to administer this emergency funding. Multiple Service Providers are required to handle the anticipated volume and to attend eviction hearings in the Cobb County Magistrate Court. A Service Provider shall be an entity classified as a Section 501(c)(3) and, including but not limited to, located in and/or providing services in Cobb County with extensive experience assisting individuals and families who are in crisis and experiencing housing instability.

While a qualified tenant may contact a Service Provider directly, the Service Providers will also be attending the eviction hearings in Magistrate Court in order to be able to immediately work with tenants facing eviction.

The landlord, tenant, Service Provider, court mediator, and any attorney(s) will be given an opportunity to discuss a possible settlement of the matter prior to each hearing. If a settlement is reached, the settlement terms, to include the county grant portion, any waiver of back rent/fees by the landlord, any portion required to be paid by the tenant along with any other negotiated terms including the tenant’s participation in Service Provider recommendations concerning employment, training, and other assistance opportunities, will be incorporated into a Consent Judgment or Settlement Agreement. Each household could receive up to four months of assistance at \$1,200.00 per month for a maximum of \$4,800.00. Assistance is available with respect to payments originally due beginning March 13, 2020.

It is requested that the Board of Commissioners authorize an appropriation of funds within the CARES Fund, in the amount of \$2,000,000.00, to support this effort. It is agreed that the Board of Commissioners will consider additional funding in October following status reviews on the CARES Fund. Cobb County intends to compensate Cobb Community Foundation \$20,000.00 for its assistance in the selection of the Service Providers. The Service Providers will administer the contribution portion of the emergency funding in the amount of \$2,000,000.00 for this crucial effort. The Service Providers will be paid at the rate of 14.75% of the amount distributed to qualified tenants. In order to be able to accommodate the eviction caseload and handle these cases within the required timeframe, the Magistrate Court will have additional expenses for temporary additional staff and expenses in the amount of \$115,000.00.

**IMPACT STATEMENT**

N/A

**FUNDING**

Decrease Expenditure	278-055-V9CT-8820	Contingency	\$2,430,000.00
Increase Expenditure	278-494-V9U3-6574	Contributions	\$2,000,000.00
Increase Expenditure	278-494-V9U3-6326	Professional Services	\$ 315,000.00
Increase Expenditure	278-494-V9U3-6020	Salaries - Part Time Per Day	\$ 115,000.00

**RECOMMENDATION**

The Board of Commissioners approve emergency funding to provide rent relief for qualified Cobb County residents who have been adversely affected by COVID-19; approve the Memorandums of Understanding with Cobb Community Foundation and the to-be-named Service Providers; authorize the corresponding budget transactions; and further authorize the Chairman to execute any other necessary documents for said purpose.

**ATTACHMENTS**

1. MOU Rental Assistance Selection
2. MOU Rental Assistance Provider

## **Memorandum of Understanding**

Between

Cobb County, Georgia

and

Cobb Community Foundation

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Cobb County, Georgia (“Cobb”) and Cobb Community Foundation (“CCF”) to govern the selection process of the Service Providers who will administer the emergency funding approved by the Cobb County Board of Commissioners (the “Board”) in the current proposed amount of up to \$2,000,000.00 to provide rental assistance to Cobb County residents who are threatened with eviction due to a COVID-19 related involuntary financial hardship.

### **BACKGROUND**

The World Health Organization declared COVID-19 a world health emergency and a global pandemic. A National Public Health Emergency was declared for the United States on March 13, 2020. And, the Governor of the State of Georgia declared a State Public Health Emergency in Georgia on March 14, 2020, currently extended through September 11, 2020. The various restrictions on persons and businesses pursuant to Governor Kemp’s Orders, including a shelter in place mandate which has since been lifted, has had devastating effects on the economy and left many small businesses struggling.

### **PURPOSE**

In an effort to aid some of those adversely affected by COVID-19, on September 8, 2020, the Board approved emergency funding in an amount of up to \$2,000,000.00 to provide rent relief for qualified Cobb County residents who have been adversely affected by COVID-19 (the “COVID-19 Allocation”).

Most recent U.S. Census data suggests that there are 277,222 households in Cobb County. A 2018 Apartment Density Study conducted by the Cobb County Community Development Agency showed that 36% of Cobb’s occupied housing units were rental units. Of the just under 100,000 households that are renting, approximately 53,000 are renting multi-housing units and 47,000 households are renting other rental units. This program targets tenants renting in any rental unit except for those multi-family units where the monthly rent is less than \$1,654 or 30% of 80% of the Area Median Income as those units have an opportunity to apply for grants under the previously approved Star-C rental assistance program.

Per information provided by the Cobb County Magistrate Court, in any one year, there are approximately 21,000 eviction filings per year. In 2020, to date there have been 6,300 filings. Due to the combination of the CARES Act and Uniform Magistrate Court Rule 46 effectively precluding landlords from filing evictions for nonpayment on covered dwellings between March

and August 25, it is anticipated that there will be 15,000, if not more, evictions filed between August 25, 2020 and December 30, 2020.

#### A. Selection Process

CCF will make available an online application. The application period for Service Providers shall run from 10:00 a.m. on Thursday, September 10, 2020 at 10:00 a.m. through Wednesday, September 16, 2020 at 5:00 p.m. Applications received after the deadline shall not be accepted or considered.

CCF and a selection committee of nine members with four members appointed by CCF and five members appointed by the Board of Commissioners, one appointee per Board member will select up to four Service Providers to administer this emergency funding. Multiple Service Providers are required to handle the anticipated volume and to attend eviction hearings in the Cobb County Magistrate Court.

#### A. Service Provider Qualifications

The following are the eligibility requirements for all applicants in order to be considered as a Service Provider:

1. be classified by the U.S. Internal Revenue Service under Section 501(c)(3) of the I.R.S. code as a nonprofit, tax-exempt organization, donations to which are deductible as charitable contributions;
2. be located in and/or providing services in Cobb County;
3. have required current registration with the Georgia Secretary of State;
4. have strong relationships and trust in the community as well as be able to demonstrate effective collaboration with other programs and services;
5. provide clear evidence of a consistent system for vetting applicants and documenting requests for assistance;
6. provide clear evidence of an assessment and resource coordination process;
7. provide multi-lingual services (preferred, not required);
8. have at least two years of experience providing emergency rental assistance;
9. have the capacity to manage large scale awards;
10. be able to provide financial and other information to support this capability as part of the review and selection process; and
11. be able to provide the services as outlined, specifically including the ability to provide a representative to the Magistrate Court a minimum of 1 – 2 days per week September 1 – December 30.

#### B. Service Provider Responsibilities

Service Providers are required to provide the following services.

1. A financial needs assessment including a review of income and expenses and basic budget counseling;

2. Recommendations of rental, food and financial assistance programs available based on the tenant's personal circumstances, and referrals to such providers as appropriate;
3. Referral to WorkSource Cobb for unemployed/underemployed for job training, skills development and job programs;
4. Recommendation of and referral to life skills, financial literacy, or other programs as appropriate;
5. Attend Magistrate Court on a weekly basis to be able to engage in discussions with and coordination of payment(s) with landlord, the court mediator and any attorneys;
6. Using a template provided by the Magistrate Court and coordinating with mediators and court-appointed attorneys, prepare a settlement agreement or consent order as appropriate detailing the agreed-upon terms to include the Cobb grant amount.

#### C. Post Selection

Once selected, each Service Provider shall execute an MOU with Cobb agreeing to the applicant eligibility requirements and reimbursement process in a form as attached hereto.

#### D. Professional Services Fee

CCF shall be paid \$20,000.00 for its role in coordinating the Service Provider selection process.

#### E. Record Retention

CCF agrees to maintain records of all application materials, whether approved or denied, for a period of seven years and agrees to provide such records to Cobb upon request within seven business days. Such records may be maintained in electronic form only.

#### **FUNDING**

On April 24, 2020, the Department of the Treasury remitted electronic payment from the Coronavirus Relief Fund, in the amount of \$132,638,742.70, to Cobb County. The Board has formally accepted the funds from the Department of the Treasury and established a new fund (CARES Fund 278) to hold these monies in contingency pending future Board action to approve specific, eligible expenditures per the CARES Act.

Funding will be available from the CARES Fund 278 in the amount of \$20,000.00 (professional services). This being an eligible expenditure substantially related to COVID-19.

#### **DURATION**

This MOU is at-will and may be modified by mutual consent of authorized officials from Cobb and CCF. This MOU shall become effective upon the signature by the authorized officials from Cobb and CCF and will remain in effect until modified or terminated by either party by mutual consent. In the absence of mutual agreement by the authorized officials, this MOU shall end on September 22, 2020 if not executed by the parties.



COBB COMMUNITY FOUNDATION

COBB COUNTY, GEORGIA

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By. Michael H. Boyce  
Title: Chairman, Cobb County Board  
Of Commissioners

ATTEST: \_\_\_\_\_  
County Clerk's Office

## Memorandum of Understanding

Between

Cobb County, Georgia

and

[Service Provider]

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Cobb County, Georgia (“Cobb”) and [redacted] (“Service Provider”) to administer emergency funding approved by the Cobb County Board of Commissioners (the “Board”) in the current proposed amount of up to \$2,000,000.00 to provide rental assistance to Cobb County residents who are threatened with eviction due to a COVID-19 related involuntary financial hardship. As one of the selected Service Providers, \$ [redacted] (“COVID-19 Allocation”) of the total has been allocated to you to provide assistance to qualified tenants.

### BACKGROUND

The World Health Organization declared COVID-19 a world health emergency and a global pandemic. A National Public Health Emergency was declared for the United States on March 13, 2020. And, the Governor of the State of Georgia declared a State Public Health Emergency in Georgia on March 14, 2020, currently extended through September 11, 2020. The various restrictions on persons and businesses pursuant to Governor Kemp’s Orders, including a shelter in place mandate which has since been lifted, has had devastating effects on the economy and has left many Cobb citizens unable to make their rent payments and facing possible eviction.

### PURPOSE

In an effort to aid some of those adversely affected by COVID-19, on September 8, 2020, the Board approved emergency funding in an amount of up to \$2,000,000.00 to provide rent relief for qualified Cobb County residents who have been adversely affected by COVID-19 (the “COVID-19 Allocation”).

Most recent U.S. Census data suggests that there are 277,222 households in Cobb County. A 2018 Apartment Density Study conducted by the Cobb County Community Development Agency showed that 36% of Cobb’s occupied housing units were rental units. Of the just under 100,000 households that are renting, approximately 53,000 are renting multi-housing units and 47,000 households are renting other rental units. This program targets tenants renting in any rental unit except for those Star-C qualified multi-family units where the monthly rent is less than \$1,654 or 30% of 80% of the Area Median Income as those units have an opportunity to apply for grants under the previously approved Star-C rental assistance program.

Per information provided by the Cobb County Magistrate Court, in any one year, there are approximately 21,000 eviction filings per year. In 2020, to date there have been 6,300 filings. Due to the combination of the CARES Act and Uniform Magistrate Court Rule 46 effectively precluding landlords from filing evictions for nonpayment on covered dwellings between March

and August 25, it is anticipated that there will be 15,000, if not more, evictions filed between August 25, 2020 and December 30, 2020.

#### A. Role of Service Provider

Service Provider will review the information and documentation received from tenant to ensure eligibility requirements are met. Attendance of Service Provider in Magistrate Court is key to this program reaching those tenants in need. Service Provider is required to provide the following services:

1. A financial needs assessment including a review of income and expenses and basic budget counseling;
2. Recommendations of rental, food and financial assistance programs available based on the tenant's personal circumstances, and referrals to such providers as appropriate;
3. Referral to WorkSource Cobb for unemployed/underemployed for job training, skills development and job programs;
4. Recommendation of and referral to life skills, financial literacy, or other programs as appropriate; and
5. Discussions with and coordination of payment(s) with landlord.

Depending whether an eviction case has been filed with the Magistrate Court, the process will proceed as follows:

1. If the tenant was referred to or contacted Service Provider prior to an eviction case being filed, Service Provider shall initiate conversations with the landlord and tenant to discuss a possible settlement of the matter. Upon agreement of the parties, using a provided template, Service Provider shall prepare a Settlement Statement setting forth the terms, to include the county grant portion, any waiver of back rent/fees by the landlord, any portion required to be paid by the tenant along with any other negotiated terms including the tenant's participation in Service Provider recommendations concerning employment, training, and other assistance opportunities, and all parties shall execute it.
2. If an eviction case has been filed and Service Provider makes contact with the tenant in court, Service Provider, landlord, tenant, court mediator, and any attorneys will be given an opportunity to discuss a possible settlement of the matter prior to the hearing. If a settlement is reached, the settlement terms, to include the county grant portion, any waiver of back rent/fees by the landlord, any portion required to be paid by the tenant along with any other negotiated terms including the tenant's participation in Service Provider recommendations concerning employment, training, and other assistance opportunities, will be incorporated into a Consent Judgment using a provided template.

#### B. Rental Applicant Eligibility Requirements

Any Cobb County resident residing in rental housing who meets the following criteria is eligible to apply:

1. Tenant must have experienced a COVID-19 related involuntary financial hardship, resulting in reduced income due to a change in employment, medical hardship, death of a household income provider
2. If reduced income is due to a change in employment, tenant must either:
  - a. be receiving unemployment benefits at the time of the application;
  - b. show an involuntary reduction in income of 20% or more; or
  - c. have received unemployment benefits after March 1, 2020 due to COVID-19;
3. Tenant's gross income may not exceed 80% of the Area Median Income for tenant's household size.

#### C. Amount of Award

Each household may receive up to four (4) months of assistance at \$1,200 per month for a maximum of \$4,800. Assistance is available with respect to payments originally due beginning on March 13, 2020.

#### D. Program Fees

The COVID-19 Allocation shall be administered by Service Provider. Service Provider shall be paid on a per tenant application basis at the rate of 14.75% of the total grant to the tenant. Service Provider shall submit to Finance, no more than once a week, a statement detailing the number of tenants approved and the amount of each grant for the reporting period in order to receive its fees.

#### E. Reimbursement Basis / Record Retention

The COVID-19 Allocation shall be held by Cobb and Service Provider shall submit to Finance, no more than once a week, a statement encompassing all approved grants for the reporting period. Depending whether an eviction lawsuit has been filed with the Magistrate Court, the reimbursement will be handled in one of two ways:

1. If the tenant was referred to or contacted Service Provider directly prior to an eviction lawsuit being filed, Service Provider shall pay over to the landlord the amount of the grant set forth in the Settlement Statement and request reimbursement from Cobb.
2. If a lawsuit has been filed and Service Provider makes contact with the tenant in court, Service Provider, in conjunction with the Court Clerk, shall request a transfer in the amount of the grant set forth in the Consent Judgment and Cobb shall transfer the funds to the Registry of the Court and the Clerk will cut the check to the landlord upon request.

Any funds not distributed by December 30, 2020, the required "incurred by" date set forth in the Coronavirus Aid, Relief, and Economic Security Act, shall be forfeited and no longer available for reimbursement. Service Provider agrees to maintain records of all application materials, whether approved or denied, for a period of seven years and agrees to provide such records to Cobb upon request.

**FUNDING**

On April 24, 2020, the Department of the Treasury remitted electronic payment from the Coronavirus Relief Fund, in the amount of \$132,638,742.70, to Cobb County. The Board has formally accepted the funds from the Department of the Treasury and established a new fund (CARES Fund 278) to hold these monies in contingency pending future Board action to approve specific, eligible expenditures per the CARES Act.

Funding will be available from the CARES Fund 278 as follows: \$ (contributions) and \$ (professional services). The professional services fee is calculated at 14.75% of the grant amount distributed to tenants in need. Both contributions and professional fees are eligible expenditures substantially related to COVID-19. The Board of Commissioners will consider additional funding in October following status reviews on the CARES Fund.

**DURATION**

This MOU is at-will and may be modified by mutual consent of authorized officials from Cobb and Service Provider. This MOU shall become effective upon the signature by the authorized officials from Cobb and Service Provider and will remain in effect until modified or terminated by either party by mutual consent. In the absence of mutual agreement by the authorized officials, this MOU shall end on September 22, 2020 if not executed by the parties.

[Service Provider]

COBB COUNTY, GEORGIA

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By. Michael H. Boyce  
Title: Chairman, Cobb County Board  
Of Commissioners

ATTEST: \_\_\_\_\_  
County Clerk's Office



## Transportation

Erica Parish, Agency Director

Districts 1, 3

Item No. 39.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve a Georgia Transportation Infrastructure Bank Grant Agreement with the State Road and Tollway Authority for Old 41 Highway Realignment, Project No. X2609.

### **BACKGROUND**

Old 41 Highway is an approved roadway safety and operational improvements project in the 2016 SPLOST Transportation Improvements Program (TIP).

The project consists of the realignment of Old 41 Highway, from Kennesaw Avenue to Stilesboro Road. Capacity will be increased to four lanes and existing intersections will be converted to roundabouts. The project will also include a grade separated multi-use path. These improvements will reduce congestion, improve traffic flow, and reduce vehicular and non-vehicular safety issues.

The State Road and Tollway Authority (SRTA) released a call for applications for funding of projects under the Georgia Transportation Infrastructure Bank (GTIB) program on August 15, 2019.

On September 24, 2019, the Board of Commissioners adopted a resolution authorizing the submission of a GTIB grant application to SRTA to assist with funding roadway improvements on Old Highway 41.

The Department is in receipt of a GTIB Grant Agreement from SRTA, in an amount not to exceed \$750,000.00, to fund a portion of right-of-way costs on Old 41 Highway, from Kennesaw Avenue to Stilesboro Road.

The GTIB Grant Agreement with SRTA has been reviewed by the County Attorney's Office.

### **IMPACT STATEMENT**

N/A

**FUNDING**

Appropriate receipt of additional revenue from a Georgia Transportation Infrastructure Bank Grant Agreement to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Increase Revenue:	347-050-X260-X260-4494-X2609-R	Other State Revenue	\$750,000.00
Increase Expenditure:	347-050-X260-X260-8761-X2609-R	Preliminary Estimate	\$750,000.00

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, Roadway Improvements.

Old 41 Highway is an eligible project/program under the Safety and Operational Improvements – Roadway Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 19). Old 41 Highway improvements include conversion of existing intersections to roundabouts or the relocation of White Road to align with Kennesaw Avenue.

SPLOST Project Summary as of August 5, 2020:

Old 41 Highway	Budget:	\$3,517,908.50	Expended:	\$927,435.14
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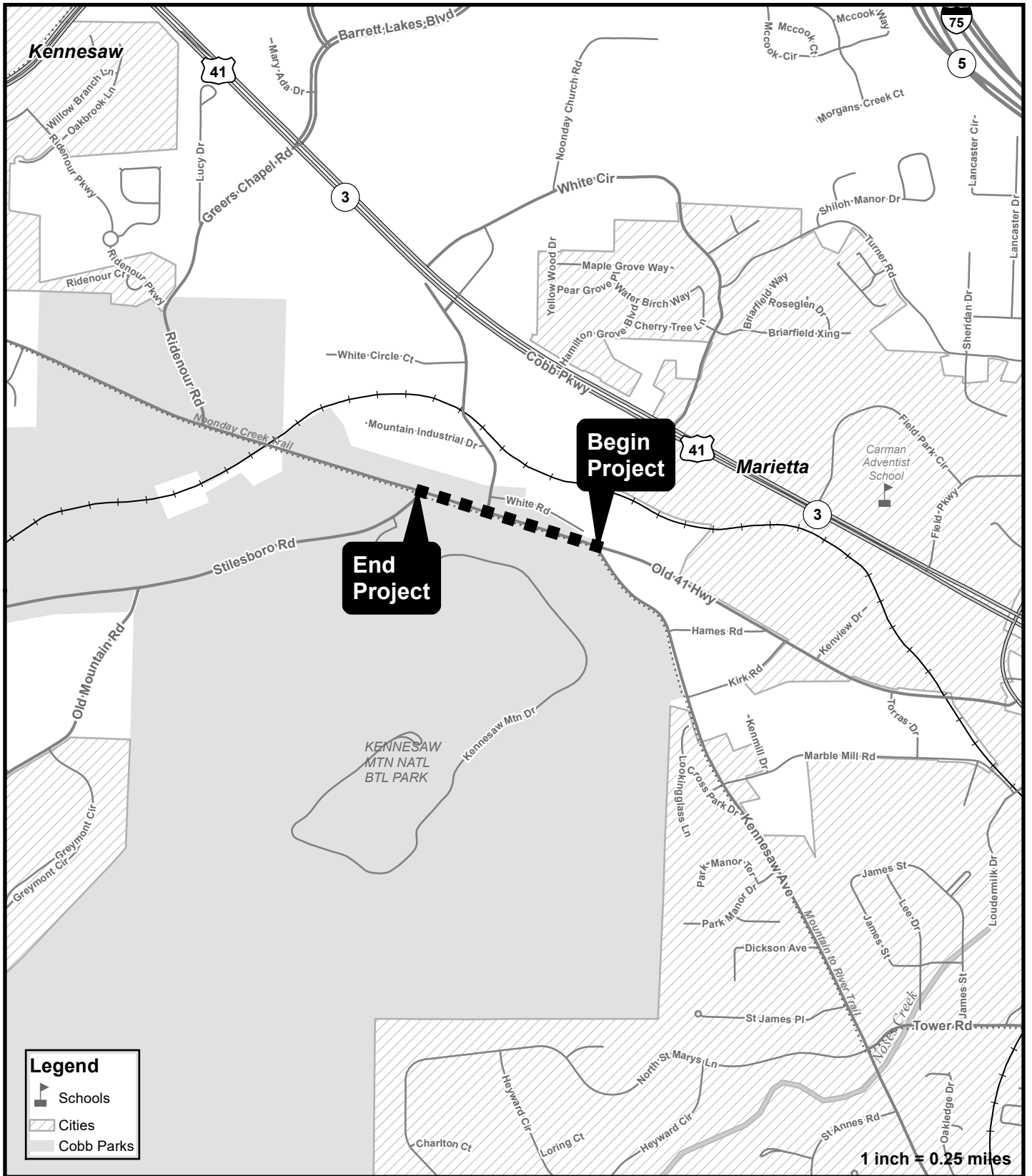
**RECOMMENDATION**

The Board of Commissioners approve a Georgia Transportation Infrastructure Bank Grant Agreement with the State Road and Tollway Authority for Old 41 Highway, Project No. X2609; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map
2. Georgia Transportation Infrastructure Bank Agreement for Grant Program

# LOCATION MAP



**Legend**

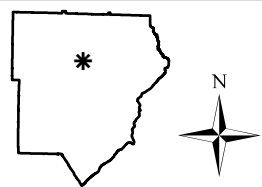
- Schools
- Cities
- Cobb Parks



Department of Transportation

**PROJECT:**  
**Old 41 Highway**  
**Project No. X2609**

**DATE:** September 8, 2020



Notes: Commission Districts 1, 3



## GEORGIA TRANSPORTATION INFRASTRUCTURE BANK AGREEMENT FOR GRANT PROGRAM

**THIS AGREEMENT FOR GRANT PROGRAM** (the “Agreement”), dated \_\_\_\_\_, 2020 (the “Effective Date”) is made by and between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (“SRTA”) (SRTA and the Georgia Transportation Infrastructure Bank shall be collectively referred to as "GTIB"), and Cobb County (the "Recipient"). The GTIB and Recipient may be referred to collectively as the “Parties” and individually as the “Party.”

**WHEREAS**, pursuant to O.C.G.A. § 32-10-121, an instrumentality of the State known as the Georgia Transportation Infrastructure Bank was created within SRTA;

**WHEREAS**, pursuant to O.C.G.A. § 32-10-120 et seq., the Georgia Transportation Infrastructure Bank is authorized to assist eligible Georgia government units with grants for the construction of certain eligible transportation projects; and

**WHEREAS**, Recipient represents to the GTIB that Recipient is duly created and existing under the laws of the State of Georgia and has the authority to expend the monies described herein for the purposes set forth herein.

**NOW THEREFORE**, for and in consideration of the covenants and agreements contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

**1. DEFINITIONS.** Any capitalized terms used in this Agreement that are not defined herein shall have the meanings ascribed to them in Exhibit A.

**2. PROJECT.** Recipient seeks partial funding for the project listed in **Exhibit B**, attached hereto and incorporated herein (the “Project”). The Project Scope is detailed in **Exhibit B**. Recipient shall notify the GTIB of any change to the Project Scope upon the earlier of (a) seven (7) business days after Recipient is aware of the circumstances requiring such change or (b) Recipient’s execution of documentation reflecting such change. After evaluation of the change, the GTIB shall advise the Recipient as expeditiously as possible if the change will result in a default of this Agreement pursuant to **Section 15 (Event of Default/Remedies)**.

**3. GRANT AND ACCEPTANCE.** The GTIB hereby makes and Recipient hereby accepts this grant for a transportation project (“Grant”) in the Grant Amount for the Grant Purpose upon the terms and conditions of this Agreement. The Recipient agrees that the Grant Amount (a) will be spent pursuant to the breakdown set forth in **Exhibit B** and pursuant to the terms of this Agreement and (b) will not be used for expenses already incurred or paid for by Recipient before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the GTIB. If Recipient does not use the Grant Amount pursuant to the breakdown set forth in **Exhibit B**, then Recipient shall advise the GTIB immediately of such change. Any revision to the breakdown of the Grant Amount as set forth in **Exhibit B** must be agreed to by the Parties and evidenced by an amendment to this Agreement. In the event a reallocation cannot be agreed to or a reallocation is not otherwise needed, then the Recipient’s authority to expend or contractually obligate the unencumbered Grant Amount will expire upon notification to the Recipient by the GTIB. If the GTIB delivered the Grant Amount to the Recipient, then that portion of the Grant Amount that will not be reallocated must be repaid to the GTIB no later than thirty (30) days after notification to the Recipient by the GTIB.

**4. PROJECT BUDGET.** The Project Budget is set forth in **Exhibit B**. Recipient has already obtained or otherwise received commitments for other funding for the Project (collectively, “Other Funding”), which Other Funding is more specifically set forth in the grant application and associated documentation completed by Recipient and furnished to the GTIB prior to the Effective Date (collectively, “Grant Application”), which Grant Application is incorporated herein by reference as **Exhibit C**. Recipient must notify the GTIB within 15 days of any changes to the Project Budget that may result in the reduction and/or elimination of some or all of the Other Funding or the Grant Amount.

## 5. DEADLINES.

5.1. Expend/Obligate Grant Amount. Recipient must expend or contractually obligate the full amount of the Grant Amount no later than the Expiration Date. On the Expiration Date, Recipient's authority to expend or obligate contractually the unencumbered Grant Amount will expire. The Expiration Date may be extended by one year only upon mutual written consent, in the form of an amendment to this Agreement, signed by both Parties.

5.2. Duty to Wrap Up. Recipient will manage the Project, retain a contractor to manage the Project, or contract with a governmental unit to manage the Project and impose terms in any related contracts so as to fulfill the Grant Purpose within six (6) months of the Expiration Date ("Wrap Up Date"). No later than thirty (30) days following the Wrap Up Date, Recipient must return to GTIB any unspent Grant Amount, whether contractually obligated or not, unless the GTIB consents, in its sole discretion, to a new deadline in writing.

**6. GRANT CONTINGENCY FUNDS.** If Recipient designates and the GTIB approves all or a portion of the Grant Amount to be used for a reserve (e.g., use in the event of an item overrun) or other contingency, as more specifically set forth in the Grant Application ("Grant Contingency Funds"), and a portion of the Grant Contingency Funds remain unencumbered upon the earlier of the completion of the phase in which the contingency was allocated or upon the Expiration Date ("Expiration of Grant Contingency Funds"), then upon the Expiration of the Grant Contingency Funds the Recipient's authority to expend or contractually obligate the unencumbered Grant Contingency Funds will expire. If the GTIB delivered Grant Contingency Funds to the Recipient pursuant to **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**, then that portion of the Grant Contingency Funds that Recipient has not spent or contractually obligated by the Expiration of Grant Contingency Funds, must be repaid to the GTIB no later than thirty (30) days after the Expiration of Grant Contingency Funds.

## 7. ACCOUNTABILITY.

7.1. Accounting. Recipient will account for the Grant Amount in accordance with generally accepted governmental accounting standards. Recipient will also account for the Grant Amount and keep track of the application of the Grant Amount in such a way that Recipient's receipt, deposit, budgeting, contractual commitment, expenditure and uses may be determined and confirmed chronologically by auditors at all times. In its contracts with vendors and other third parties for the expenditure of the Grant Amount, Recipient will require its vendors and other third parties to account for the receipt and expenditures in accordance with generally accepted accounting principles.

7.2. Audit. Recipient will allow and cooperate with any audit or investigation of grant administration requested or undertaken by the GTIB, the State Auditor or other officers of the State with power to conduct or request such audit or investigation. In its contracts with vendors and other third parties for the expenditure of Grant Amount, Recipient will require such parties to allow and cooperate with such audits. The requirements of this **Paragraph 7.2** are in addition to those contained in **Paragraphs 8.4 (Verification) and 8.5 (Disbursement of Grant Amount)**.

7.3. Records Retention. Recipient will maintain the records described in **Paragraph 7.1 (Accounting)** for at least five (5) years after the latter to occur: Recipient has fully spent the Grant Amount or the Project in its entirety is completed.

7.4. Written Contracts. Any expenditure or obligation of the Grant Amount by Recipient to a third party must be pursuant to a written contract.

### 7.5. Statutory Certification.

7.5.1. Grants in Excess of \$5,000. If the Grant Amount is greater than \$5,000, then this Grant is conditioned upon receipt by the State Auditor of the properly completed grant certification form or forms as required by O.C.G.A. § 36-81-8.1. The GTIB believes that **Exhibit D**, attached hereto and incorporated herein, is the current *Grant Certification Form and Independent Accountant's Report* designated by the State Auditor, but Recipient must determine from the State Auditor the correct form to use at the time for submission. Recipient must cause the Grant Certification Form and Independent Accountant's Report to be filed with the State Auditor for each fiscal year in which Recipient expends all or a portion of the Grant Amount and/or after which Recipient has an unexpended balance in Grant Amount. The Grant Certification Form and

Independent Accountant's Report must be filed with the State Auditor in conjunction with the periodic audits or reports required of Recipient under O.C.G.A. § 36-81-7 by the time such audit or report is due, annually unless Recipient qualifies and elects to proceed with a biennial audit under O.C.G.A. § 36-81-7(a)(2).

7.5.2. Grants of \$5,000 or less. If the Grant Amount is equal to or less than \$5,000, Recipient must submit to the State Auditor the properly completed grant certification form required by subsection (b) of O.C.G.A. § 36-81-8.1 and **Paragraph 7.5.1 (Grants in Excess of \$5,000)**, except that Recipient may certify alone that the Grant Amount was used solely for the Grant Purpose without certification by its independent auditor.

7.6. Quarterly Project Status Update. Commencing three (3) months after the Effective Date and continuing every three (3) months thereafter through and until the expiration of this Agreement or the completion of the Project, whichever occurs first, the Recipient shall complete the Quarterly Project Status Update using the form attached as **Exhibit E**, and forward the same to: Chief Communications Officer, SRTA, 245 Peachtree Center Avenue, Suite 2200, Atlanta, GA 30303.

## 8. PAYMENT.

8.1. Draw Request. The GTIB agrees to make disbursements of the Grant Amount to the Recipient in accordance with Paragraph 8 and the Project Budget. To the extent Recipient seeks Grant Contingency Funds, Recipient shall follow the procedures set forth in **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**. Recipient shall deliver to the GTIB a draw request in the same form as is attached hereto as **Exhibit F** and incorporated herein ("Draw Request") no later than 5:00 P.M. on the 20<sup>th</sup> day of each month subsequent to the month in which work was performed that will be paid for, in whole or in part with the Grant Amount. Supporting documentation, as is more detailed in **Exhibit F**, shall be submitted with each Draw Request. Each Draw Request must be signed by an authorized representative of the Recipient. Recipient must also attach to each Draw Request a completed Project Engineer certification in the same form as set forth in **Exhibit G**, attached hereto and incorporated herein, and signed by the Project Engineer.

8.2. Monthly Draws. The Recipient shall submit a Draw Request not more frequently than monthly.

8.3. Monitoring, Audits. Upon request, the Recipient agrees to provide the GTIB or the GTIB's designee with any information the GTIB deems necessary to monitor the performance of this Agreement, and further agrees that the Grant Amount shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all of the funds received by Recipient under this grant Agreement. The Recipient understands that any unresolved findings, whether based on an audit report, financial statement, or the final report, shall disqualify Recipient from receiving any further grants or loans from the GTIB or further payments pursuant to this Grant Agreement until such time as the GTIB, in its sole determination, satisfactorily resolves any issues.

8.4. Verification. The GTIB or its designee shall have the right but not the obligation, to verify the contents of each Draw Request or Recipient's compliance with this Agreement. Verification can take the form of but shall not be limited to a site visit, inspection of supplies delivered, or asking Recipient, its contractors or the Project Engineer questions concerning the Project or this Agreement. Recipient agrees that it will cooperate with and assist the GTIB in all ways reasonably necessary to allow the GTIB to perform verification and respond to any of the GTIB's questions within seven (7) Business Days of the GTIB's request. If GTIB cannot verify the contents of any Draw Request or verify that Recipient is complying with the terms of this Agreement, then the GTIB will advise the Recipient of its findings. The Recipient shall then have ten (10) Business Days in which to submit additional information or perform certain actions so that the GTIB is able to verify compliance. If the GTIB is still unable to verify compliance as set forth above or if the Recipient did not furnish any additional information, then the GTIB will disapprove the Draw Request and/or pursue its rights under **Section 15 (Events of Default/Remedies)**.

8.5. Disbursement of Grant Amount. Provided all the conditions in **Section 8 and Exhibit F** have been met to GTIB's satisfaction, and Recipient is not otherwise in breach of this Agreement, the GTIB will approve disbursement within ten (10) Business Days of the later of verification, if any, undertaken by the GTIB pursuant to **Paragraph 8.4 (Verification)** or GTIB's receipt of a correct and complete Draw Request. If a particular line item of work is being paid by Recipient on a lump sum basis, the amount due to the Recipient each month for

such work will be determined by the percentage of that work completed, or task milestones or deliverables achieved. Within twenty-one (21) Days from the GTIB's approval of a Draw Request, the GTIB will transfer payment as set forth above to the account designated by the Recipient. Disbursement of all or a portion of the Grant Amount shall not be interpreted as GTIB's acceptance or agreement that the work was performed in compliance with this Agreement or with any other applicable law, rule, regulation or ordinance, regardless of whether the GTIB performed monitoring/audits set forth in **Paragraph 8.3 (Monitoring, Audits)** or verification set forth in **Paragraph 8.4 (Verification)**.

8.6. Disbursement of Grant Contingency Funds. If the GTIB agrees to disburse the Grant Contingency Funds prior to Recipient expending or contractually obligating the Grant Contingency Funds, then no later than fourteen (14) Days after each disbursement to Recipient of the Grant Contingency Funds, Recipient shall forward to the GTIB an invoice containing the same information as required in **Paragraph 8.1 (Draw Request)**.

8.7. Source of Grant Amount. The GTIB's commitment to make distribution of the Grant Amount to the Recipient shall be a limited obligation of the GTIB, to be funded solely from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

**9. PROJECT COMPLETION.** Recipient anticipates that the Project will be completed by the Completion Date set forth in **Exhibit B**. Recipient shall notify the GTIB in writing of any changes to the Completion Date.

**10. WAIVER/INDEMNIFICATION.**

10.1. Waiver. The Recipient expressly acknowledges that the GTIB Parties in passing through the Grant Amount to Recipient, have neither assumed nor undertaken any legal duties to the Recipient or to any third party. The Recipient waives, releases, relinquishes, and discharges any and all claims or demands against the GTIB Parties for any damages of any nature whatsoever that in any way relates to or arises out of this Agreement or the disbursement of the Grant Amount hereunder, even if such claims or demands are made against the Recipient and even if the GTIB Parties knew the existence of such claims. Recipient further understands and agrees that monitoring, auditing and/or verification performed by the GTIB pursuant to **Paragraphs 8.3 (Monitoring, Audits) and 8.4 (Verification)** is solely for GTIB's use and shall not be interpreted or used by Recipient (i) as GTIB's approval or acceptance of the work in compliance with this Agreement or in compliance with any applicable laws, rules, regulations and ordinances or (ii) for any other use. Recipient further waives as against the GTIB Parties all claims, liabilities, causes of action, fees, fines, expenses of any nature, including but not limited to reasonable attorneys' or experts' fees, and damages of any kind related in any way to such verification or certification.

10.2. Indemnification. Recipient hereby agrees to indemnify, defend, protect, and save harmless the GTIB Parties of and from any and all claims, demands, liabilities, loss, costs, or expenses for any loss or damage, fines, fees, and expenses, including but not limited to reasonable attorneys' and experts' fees, personal injury, including but not limited to death, and real and personal property damages caused by (a) any act or omission of Recipient, its agents, employees, contractors, subcontractors, suppliers, or others working at the direction of the Recipient or its contractor or any other person or entity working on Recipient's behalf (collectively, "Recipient Parties") or (b) the breach of this Agreement by Recipient. This indemnification applies even if a tort or negligent act of the GTIB Parties is partially responsible for the situation giving rise to the claim, but in such event this indemnification applies only to the extent of Recipient Parties' act(s) or omission(s) giving rise to the claim. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the GTIB of Administrative Services of the State of Georgia (collectively, the "STC Fund"), the Recipient agrees to reimburse the STC Fund for any monies paid out by the STC Fund related to or arising out of this Agreement.

10.3. Limitation of Liability. In no event shall the GTIB Parties be liable for any incidental, consequential, special, exemplary or indirect damages, lost business profits, lost funding, lost use of any facilities, or lost taxes, arising out of this Agreement. Subject to the provisions in this **Section 10 (Waiver/Indemnification)**, any GTIB liability shall be a limited obligation of the GTIB that in no event shall exceed the unused portion of the Grant Amount; provided further that such amount may only be funded from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

**11. CONFLICTS OF INTEREST.** The Recipient hereby attests that all of the officials of the Recipient have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.

**12. LAWS, ETC.** The entirety of the Project shall be constructed in accordance with all applicable federal, State and local laws, rules, regulations and ordinances and as otherwise set forth in the Grant Documents.

**13. ENFORCEABLE AND LEGALLY BINDING ACTIONS.** By entering into this Agreement, Recipient undertakes to have complied with all law applicable to its participation in the Agreement and to make the Agreement binding, including proper meeting conduct (in compliance with open meeting law requirements and otherwise) and with proper entries into its minutes.

**14. WARRANTY.** Recipient represents and warrants to the GTIB:

14.1. Grant Documents. The Grant Documents, the consummation of the transactions therein contemplated, and the compliance with all of the provisions thereof are the valid, legal, binding, and enforceable obligations of the Recipient. The officials of the Recipient executing the Grant Documents are fully authorized and empowered by all necessary and appropriate official action on the part of the governing body of the Recipient to execute the Grant Documents on behalf of the Recipient.

14.2. Recipient Status. The Recipient has been duly created and is validly existing according to all State and local laws, rules, regulations and ordinances.

14.3. No Defaults. No event has occurred and no condition exists that would constitute an Event of Default as defined in **Section 15 (Events of Default/Remedies)** or that, with the lapse of time or with the giving of notice or both, would become an Event of Default.

14.4. Compliance with Law. To the knowledge of the Recipient, after making due inquiry with respect thereto, the Recipient is not in violation of any laws, ordinances, or governmental rules or regulations to which it or the Project is subject and has not failed to obtain any licenses, permits, or other governmental authorizations (which are presently obtainable) necessary to the Project or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the Project, and there have been no citations, notices, or orders of noncompliance related to the Project and issued to the Recipient under any such law, ordinance, rule, or regulation, except as disclosed in writing to the GTIB.

14.5. Disclosure. The representations of the Recipient contained in the Grant Documents and any certificate, document, written statement, or other instrument furnished by or on behalf of the Recipient to the GTIB in connection with the transactions contemplated hereby, do not and will not contain any untrue statement of a material fact and do not and will not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Recipient has not disclosed to the GTIB in writing that materially and adversely affects or in the future may (so far as the Recipient can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the ability of the Recipient to perform its obligations under the Grant Documents or any of the documents or transactions contemplated therein, which has not been set forth in writing to the GTIB or in the documents and instruments furnished to the GTIB by or on behalf of the Recipient prior to the Effective Date.

14.6. Project Compliance. The Project complies or will comply with all applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, ordinances and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

14.7. Financial Statements. The financial statements of the Recipient that have been provided to the GTIB in connection with the Grant present fairly the financial position of the Recipient as of the date thereof and the results of its operations and its cash flows for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Since

the date of the most recent annual financial statements for the Recipient delivered to the GTIB in connection with the Grant, there has been no material adverse change in the Recipient's financial condition, assets, management, control, operations, or prospects.

14.8. Grant Application. (i) All of the information contained in the Grant Application was, as of the date the Grant Application, and will remain, until the termination of this Agreement, complete, accurate and correct in every way, and (ii) the Recipient is not aware of any circumstances that may cause any information included in the Grant Application to become incorrect or otherwise change the scope of the Project subsequent to the Effective Date.

14.9. Draw Request. All of the information that will be included in each Draw Request pursuant to **Paragraph 8.1 (Draw Request)** and the certifications furnished to GTIB as required in **Paragraph 8.1 (Draw Request)** will be true and correct in every way and form.

14.10 Reaffirmation. Each Draw Request by the Recipient pursuant to **Section 8 (Payment)** shall constitute a representation and warranty by the Recipient to the GTIB that the foregoing statements are true and correct on and as of the Effective Date as well as on and as of the date of the draw request.

## 15. EVENTS OF DEFAULT/REMEDIES.

15.1. Event of Default. Each of the following events shall constitute an Event of Default:

15.1.1. Statutory Forfeiture under O.C.G.A. § 36-81-8.1. The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with **Paragraph 7.5 (Statutory Certification)**;

15.1.2. Non-conforming Use. All or a portion of the Grant Amount was or will be spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement, which default shall continue for three (3) Business Days after the GTIB gives the Recipient written notice thereof;

15.1.3. Revised Project Scope. There is a change in the Project Scope such that the revised Project Scope, if originally included in the Grant Application, would have in the GTIB's opinion, resulted in the rejection of the Grant Application;

15.1.4. Revised Project Budget. A change in the Project Budget such that the revised budget, if originally included in the Grant Application, would have in the GTIB's opinion, resulted in the rejection of the Grant Application;

15.1.5. Breach of Representation or Warranty. Any representation or warranty made by the Recipient in any Grant Document that is false or misleading in any material respect; or

15.1.6. Additional Breach. Any default by the Recipient in the performance or observance of any term, condition or provision contained in any Grant Document and not referred to in **Paragraphs 15.1.1.** through **15.1.5.** above, which default shall continue for thirty (30) Business Days after the GTIB gives the Recipient written notice thereof. If SRTA believes Recipient is using its best efforts to cure any breach included in this **Paragraph 15.1.6.**, then SRTA, in its sole discretion, may extend in writing the cure period provided for herein.

15.2. Remedies. If one or more Events of Default should occur, then the GTIB may declare the Recipient to be in default hereunder, and immediately exercise any of the following remedies, which are cumulative of one another and of all other remedies at law or in equity that the GTIB may have:

15.2.1. Statutory Forfeiture under O.C.G.A. § 36-81-8.1. The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with **Paragraph 7.5 (Statutory Certification)** will result in Recipient's forfeiture of the Grant and the Grant Amount, whether paid to Recipient or not and whether spent,

unspent, or contractually obligated. Upon demand, Recipient will repay and return to the GTIB the amount of any Grant Amount paid to Recipient.

15.2.2. Non-conforming Use. Recipient must repay the GTIB that portion of the Grant Amount spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement no later than the end of the month following any such expenditure or contractual commitment.

15.2.3. Return of Grant Amount. Upon demand, Recipient must repay the GTIB any and all portions of the Grant Amount forwarded to the Recipient by the GTIB.

15.2.4. Withholding of State Funds. If the Recipient fails to repay the GTIB all or a portion of the Grant Amount as required in the Agreement, then the GTIB shall notify the appropriate State officials who shall withhold all or a portion of the funds of the State and all funds administered by the State and its agencies, boards, and instrumentalities allotted or appropriated to Recipient and/or to the government under which Recipient operates and apply an amount of such withheld funds that is necessary to the payment of the amount due under this Agreement.

15.2.5. Withholding of Grants for Unresolved Findings. The GTIB may in its sole discretion withhold from Recipient any other grants so long as any audit or report findings respecting the Grant remain unresolved as determined by the GTIB in its sole discretion or during any other time in which Recipient is not in compliance with this Agreement, as determined by the GTIB in its sole discretion.

15.2.6. Other Remedies. Upon the occurrence of an Event of Default, the Recipient, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Grant Documents may appear necessary or desirable to collect the Grant and other amounts payable by the Recipient hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Recipient under the Grant Documents, including but not limited to requiring the Recipient to increase its levy of taxes to either two times the millage rate imposed on property owners on the Effective Date or to the maximum millage rate allowed by law, whichever is lower, until such time as all amounts due the GTIB under this Agreement have been fully paid.

15.2.7. Interest. Any Grant Amount required to be returned to GTIB under this **Paragraph 15** must be returned with interest at the rate of 1½% per month or the highest rate allowed by law, whichever is lower.

15.2.8. Termination of Grant. Upon the occurrence of an Event of Default, the GTIB may, in its discretion, by written notice to the Recipient, terminate its remaining commitment (if any) hereunder to make any further advances of the Grant, whereupon any such commitment shall terminate immediately.

15.3. Reservation of Rights. Nothing in this Agreement shall be deemed to (1) be a waiver by the GTIB of any statutory protection afforded to it, or (2) limit the right of the GTIB (i) to exercise self-help remedies including but not limited to set off, or (ii) to obtain from a court provisional or ancillary relief such as injunctive relief. Neither the exercise of self-help remedies nor the institution or maintenance of an action for provisional or ancillary remedies shall constitute a waiver of the right of the GTIB to litigate the merits of the controversy or claim occasioning resolve to such remedies.

15.4. Ante Litem Notices. No ante litem notice, including but not limited to O.C.G.A. § 36-11-1, will apply to claims for repayment of the Grant Amount or to any other claim, action or proceeding under or respecting this Agreement. To the extent that O.C.G.A. § 36-11-1 or other requirement of ante litem notice might apply, Recipient waives its application.

15.5. Recipient Responsible for GTIB's Expenses. All sums advanced and expenses incurred in connection with the foregoing, including, but not limited to, reasonable attorneys' fees incidental to the enforcement

by GTIB of any term of the Agreement shall be an indebtedness of the Recipient, evidenced by this Agreement.

**16. TERMINATION.** At such time as the GTIB is no longer obligated under this Agreement to make any further advances under the Grant and all principal, interest, or other amounts owing with respect to the Grant and hereunder have been finally and irrevocably repaid by the Recipient to the GTIB, and the period of time set forth in **Paragraph 7.3 (Records Retention)** has expired, this Agreement shall terminate.

**17. SPECIAL CONDITIONS.** Any special conditions applicable to this Agreement are set forth in **Exhibit H**, which is attached hereto and incorporated herein.

**18. SIGNS.** GTIB shall have the right to erect one or more signs on the Project publicizing its financing of the Project. The content and location of the signs shall be in GTIB's sole discretion provided that the signs shall not violate any local or state law regarding the size, content and location of the signs, and further provided that the location of the signs does not reasonably interfere with the construction of the Project. The signs shall remain posted on the Project until the completion of the Project in its entirety. If Recipient erects signage on or about the Project, on which Recipient's name or logo is to be placed, Recipient will also place SRTA's logo on such signage. Recipient will coordinate all aspects of signage with SRTA's Chief Communications Officer prior to ordering any such signs.

**19. FULL FAITH AND CREDIT.** To the extent permitted by law, the obligations and debt incurred by Recipient under this Agreement shall be backed by the full faith, credit and taxing power of the Recipient.

**20. EXHIBITS.** The following Exhibit is incorporated by reference into and made a part of this Agreement:

**Exhibit C-** Grant Application

The following Exhibits are attached hereto and incorporated into the Agreement:

**Exhibit A-** Definitions

**Exhibit B-** Project Information

**Exhibit D-** State Auditor Certificate

**Exhibit E-** Quarterly Project Status Update

**Exhibit F-** Draw Request

**Exhibit G-** Engineer Certification

**Exhibit H-** Special Provisions

**Exhibit I-** Georgia Environmental Protection Act

**21. MISCELLANEOUS PROVISIONS.**

21.1. Parties Bound. This Agreement will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.

21.2. Time of the Essence; Force Majeure. Time is of the essence for this Agreement. However, neither Party shall be liable to the other Party for any delay or failure of performance due to Force Majeure events. *Force Majeure* means any cause beyond the control of either Party, including but not limited to: (i) a tornado, flood or unusual weather occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, or sabotage; or act of God provided that the Recipient shall not be required to settle any strike or labor disturbance in which it may be involved or (ii) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Party claiming Force Majeure and such Party does not control the administrative agency or governmental officer or body; provided that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Party claiming Force Majeure.



21.3. Governing Law and Venue. This Agreement shall be governed by Georgia law without regard to its conflict of laws rules. Venue shall be exclusively in the Superior Court of Fulton County, Georgia and the Parties consent to venue and jurisdiction in such court to the fullest extent permitted by law for any and all claims related to this Agreement.

21.4. Assignment. Recipient may not assign all or part of this Agreement to a third party without the prior written permission of GTIB, which may be granted or refused at the sole discretion of GTIB. Any assignment made in violation of this paragraph is hereby declared null and void.

21.5. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and transmitted via hand delivery, overnight courier, or certified mail (return receipt requested), to the Parties at the respective addresses set forth below. Notices will be deemed to have been given when received, or in the event of refusal to accept delivery, the day of the first attempt to deliver. Notice may also be given by email, provided a hard copy of the notice is also transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below.

*For GTIB:*

State Road and Tollway Authority c/o GTIB  
245 Peachtree Center Avenue, Suite 2200  
Atlanta, GA 30303

Phone: (404) 893-6186  
Email: ctreadway@srta.ga.gov

*For the Recipient:*

Cobb County  
Erica Parish, Executive Director  
1890 County Services Parkway  
Marietta, GA 30008  
(770) 528-1647  
Erica.Parish@cobbcounty.org

21.6. Compliance with Laws; Taxes. The Recipient will pay all taxes lawfully imposed upon it that may arise with respect to this Agreement.

21.7. Remedies Cumulative. The rights and remedies of the GTIB under this Agreement are cumulative of one another and with those otherwise provided by law or in equity.

21.8. Waiver and Severability. The waiver by the GTIB of a breach of any provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the Parties.

21.9. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits by reason of this Agreement.

21.10. Recitals. The recitals set forth in the beginning of this Agreement are true and correct and are hereby incorporated into this Agreement.

21.11. Interpretation. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” Unless the context shall otherwise require, references to any Person or Party shall be deemed to include such Person’s or Party’s successors and permitted assigns. The headings or titles of this Agreement, its sections and exhibits are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time-to-time in accordance with the terms thereof.

21.12. Counterparts. The Parties may execute this Agreement in counterparts.

21.13. Negotiated Agreement. In the event this Agreement must be interpreted by a court of competent jurisdiction pursuant to **Paragraph 21.3 (Governing Law and Venue)**, the Parties expressly agree that this is a negotiated Agreement that will not be construed against one Party over the other Party because such Party drafted the Agreement.

21.14. Survival. **Sections 7 (Accountability), 8 (Payment), 10 (Waiver/Indemnification), 12 (Laws, etc.), 14 (Warranty), 15 (Events of Default/Remedies), 17 (Special Conditions), 19 (Full Faith and Credit), and 21 (Miscellaneous Provisions)** shall survive the termination for whatever reason of this Agreement.

21.15. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. The GTIB shall not be bound by any terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document furnished by the Recipient to the GTIB that attempts to impose any condition in variance with or in addition to the terms and conditions contained herein. All such terms and conditions are hereby declared null and void. No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have signed, sealed and executed this Agreement as of the Effective Date.

Recipient (SEAL) Georgia Transportation Infrastructure Bank

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
Christopher S. Tomlinson, Executive Director

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to form:  
H. William Rowling, Jr.

By: \_\_\_\_\_  
Recipient's Attorney

## **EXHIBIT A**

### **Definitions**

“**Business Day**” means Monday through Friday excluding state recognized holidays.

“**Days**” means calendar days unless otherwise specified in this Agreement.

“**Draw Request**” means the form attached as **Exhibit F**.

“**Effective Date**” means the date set forth in the Preamble of this Agreement.

“**Event of Default**” has the meaning assigned to it in **Section 14**.

“**Expiration Date**” means the third (3<sup>rd</sup>) anniversary of the Effective Date.

“**Grant Amount**” has the meaning assigned to it in **Exhibit B**.

“**Grant Application**” means **Exhibit C**.

“**Grant Contingency Funds**” has the meaning assigned to it in **Section 5**.

“**Grant Documents**” means collectively this Agreement and the Grant Application.

“**Grant Purpose**” has the meaning assigned to it in **Exhibit B**.

“**GTIB Parties**” means the State, the Georgia Transportation Infrastructure Bank, SRTA, and their agents, employees, directors, officers, board, assigns, and designees.

“**Project**” means the project listed in **Exhibit B**.

“**Project Budget**” means the estimated total cost of the Project as set forth in **Exhibit B**.

“**Project Engineer**” means the individual(s), partnership, firm or corporation duly authorized by Recipient to act as the contractual representative.

“**Project Scope**” has the meaning assigned to it in **Exhibit B**.

“**State**” means the State of Georgia.

**EXHIBIT B  
PROJECT INFORMATION**

<b>Project Name:</b>	<b>Old 41 Highway Realignment</b>
<b>Project Location:</b>	<b>Old Highway 41, Cobb County, Georgia</b>
<b>Project Scope:</b>	<b>This project will realign Old 41 Highway from Kennesaw Avenue to Stilesboro Road (0.33 miles), add capacity to four lanes and replace existing signals with roundabouts. The project will also include a grade separated multi-use path. These improvements will reduce congestion, improve traffic flow and reduce vehicular and non-vehicular safety issues.</b>
<b>Grant Amount:</b>	<b>Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000)</b>
<b>Grant Purpose:</b>	<b>To fund a portion of right-of-way cost for the project.</b>
<b>Project Completion Date:</b>	<b>December 2024</b>
<b>Project Budget:</b>	<b>Thirteen Million Six Hundred Thousand Two Hundred Dollars and No Cents (\$13,600,200)</b>

**A breakdown of the Project Budget is as follows:**

<b>ITEM</b>	<b>TOTAL</b>	<b>GTIB FUNDS</b>
Preliminary Engineering	\$1,072,200	N/A
Right-of-Way	\$5,300,000	\$750,000
Construction	\$7,228,000	N/A
<b>ESTIMATED TOTAL COST</b>	<b>\$13,600,200</b>	<b>\$750,000</b>

**EXHIBIT C  
Grant Application**

**Recipient's Grant Application  
is incorporated herein by reference.**

## EXHIBIT D State Auditor Certificate

### INSTRUCTIONS TO STATE OF GEORGIA GRANT CERTIFICATION FORMS AND AFFIDAVITS REQUIRED BY THE OFFICIAL CODE OF GEORGIA ANNOTATED, SECTION 36-81-8.1

As required by O.C.G.A. § 36-81-8.1, each grant of state funds to a local government from the Governor's Emergency Fund or from a special project appropriation shall be conditioned upon the receipt by the State Auditor of a properly completed grant certification form. This means Recipient must certify it has contracted with Subrecipient and Subrecipient has applied Grant Funds paid to Subrecipient to services for Recipient in accord with the Grant Purpose and the agreement between Recipient and Subrecipient. As explained immediately below, in the case of grants in excess of \$5,000, Recipient's certification must be verified by audit, and in the case of grants of \$5,000 or less, Recipient's certification must be supported by Subrecipient's affidavit.

One grant certification form should be prepared for each grant awarded to the local government. The grant certification form(s) should be submitted to the State Auditor with one copy of the annual (or, when allowed, biennial) audit report. Questions concerning the preparation and submission of this form should be referred to the Nonprofit and Local Government Audits Division of the Georgia Department of Audits and Accounts.

#### Instructions for Completion

Identify the appropriate grant certification form to use. Three forms are available: Grant Certification Form for Local Government Recipient (with no subrecipient); Grant Certification Form for Local Government Recipient (with subrecipient); and Subrecipient Affidavit. Information included in this instruction package will provide guidance on the appropriate form(s) to be completed. All lines and all columns should be completed accurately. The form was designed as an Excel spreadsheet and may be completed by entering data in the appropriate cells. Edit checks are built into the spreadsheet to assist in the proper preparation of the form. If you would like to have the Excel file sent to you via e-mail, request the form by sending an e-mail to [locgov@audits.ga.gov](mailto:locgov@audits.ga.gov). Please note that one form should be submitted for each grant from the Governor's emergency fund or from a special project appropriation. A form must be submitted for each year in which the funds are expended or remain unexpended by the local government or its Subrecipient. Data should be provided in Column 1 for the fiscal year upon which the local government is reporting. Data in Column 2 should represent cumulative totals from the year of grant award through the fiscal year upon which data is provided in Column 1.

The appropriate officials should sign and date the section entitled "Certification of Local Government Officials".

- Where the grant is in excess of \$5,000 and is *not expressly* designated by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by use of a form expressly for subrecipient grants, the certification must be made by the recipient local government and by the local government auditor.
  - An example Independent Accountant's Report to be used when the local government is determined to be in compliance with the provisions of O.C.G.A. § 36-81-8.1 is included in this instruction package. If the government is not in compliance with these provisions, the AICPA's Codification of Standards for Attestation Engagements, Section 601 provides guidance on the appropriate reporting format.
- Where the grant in excess of \$5,000 is *designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, the certification by the local government auditor required by subsection O.C.G.A. § 36-81-8.1(b) may also be made by an in-house or internal auditor of the local government, who meets the education requirements contained in subparagraph (a)(3)(A) of Code Section 43-3-6. The in-house auditor must do more than confirm that Recipient has contracted with Subrecipient for Grant Purposes; the in-house auditor must take steps reasonable for an in-house auditor to confirm that Subrecipient is applying the Grant Funds as required by the Grant.
- Where the grant is for \$5,000 or less and is *not expressly designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants:
  - recipient local government must submit the properly completed grant certification form except that only the local government need certify, and the certification of an auditor is not required.
- However, if the grant for \$5,000 or less also is *designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, local government must also require the subrecipient to submit to local government a notarized affidavit.
  - The affidavit must be executed by the executive director, president, chairperson, chief executive officer, or other responsible party representing the subrecipient reasonably acceptable to Recipient, by whatever name or title, to whom the grant funds are disbursed.
  - The affidavit shall be in the form approved by the State Auditor.
  - Such affidavit shall be submitted annually (or biennially when allowed by O.C.G.A. § 36-81-7) for each year that grant funds are expended or remain unexpended according to a schedule established by the local government and shall be made on the form annexed below.
  - Local government must submit a true copy of the affidavit to the Department of Audits and Accounts when submitting its certification.

Mail the Grant Certification Form (including Independent Accountant's Report, report of in-house or internal auditor, and copy of affidavit as the case may be) with one copy of the audited annual financial report to:

State of Georgia, Department of Audits and Accounts  
Nonprofit and Local Government Audits Division  
270 Washington Street, S.W.  
Room 1-156  
Atlanta, Georgia 30334

If the local government meets the eligibility criteria for an agreed upon procedures engagement in accordance with the provisions of O.C.G.A. § 36-81-7, the local government is responsible for ensuring that the procedures performed by its independent certified public accountant are sufficient in scope to enable the CPA to complete the Independent Accountant's Report. These procedures include examination of grant application and award documentation to become familiar with the terms and conditions of the grant; verification of receipt of grant proceeds; and evaluation of the local

government's documentation of expenditures. The purpose of these procedures is to comply with the provisions of O.C.G.A. § 36-81-8.1, requiring certification that the grant funds were used solely for the express purpose or purposes for which the grant was made.

Whether the local government engages an independent certified public accountant to perform an audit or perform the agreed upon procedures, for purposes of meeting the requirements of O.C.G.A. § 36-81-8.1, the independent CPA should be engaged to examine management's assertion of compliance with the requirement to use grant funds solely for the express purpose or purposes for which the grant was made. The independent CPA should conduct the engagement in accordance with the standards for examination engagements for compliance attestation contained in the AICPA's Codification of Statements on Standards for Attestation Engagements. An example report is included in page 4 of these instructions.

This form along with the Independent Accountant's Report, report of in-house or internal auditor, or copy of affidavit, as the case may be, is required to be filed with the state auditor in conjunction with the annual audit for each year in which grant funds are expended or remain unexpended by the local government.

Questions concerning the provisions of O.C.G.A. § 36-81-8.1, the State of Georgia Grant Certification Form, the affidavit or attestation engagements should be referred to the Nonprofit and Local Government Audits Division, Georgia Department of Audits and Accounts, at the address listed above, telephone (404) 656-9145; fax (404) 651-5608; or e-mail [locgov@audits.ga.gov](mailto:locgov@audits.ga.gov).

**State of Georgia Grant Certification Form  
Local Government Recipient**

**Certification of Local Government Officials**

I have reviewed the information presented above and certify that it is accurate and correct. I further certify that the proceeds of the grant award identified above were used solely for the express purpose or purposes for which the grant was made. I understand that the failure to comply with the requirements of Code Section 36-81-8.1 will result in a forfeiture of the state Grant and the return to the State of any such grant funds which have been received by the local government. Further, a grant recipient shall be ineligible to receive funds from the Governor's emergency fund or from a special project appropriation until all unallowed expenditures are returned to the State.

Signature of Chief Elected Official \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Chief Financial Officer \_\_\_\_\_ Date: \_\_\_\_\_

**State of Georgia Grant Certification Form  
Independent Accountant's Report**

We have examined management's assertion included in the accompanying State of Georgia Grant Certification Form(s) about *[name of government]*'s compliance during the fiscal year ended *[date]* with the requirement to use grant proceeds solely for the purpose or purposes for which the grant was made for each of the following grant award(s):

*[Individually identify each grant award of Governor's emergency funds and/or special project appropriations.]*

Management is responsible for *[name of government]*'s compliance with this requirement. Our responsibility is to express an opinion on management's assertion about *[name of government]*'s compliance based on our examination.

Our examination was conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about *[name of government]*'s compliance with this requirement and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on *[name of government]*'s compliance with the specified requirement.

In our opinion, management's assertion that *[name of government]* complied with the aforementioned requirement during the fiscal year ended *[date]* is fairly stated, in all material respects.

This report is intended solely for the information and use of the Georgia Department of Audits and Accounts and the State grantor agency identified on the Grant Certification Form and is not intended to be and should not be used by anyone other than the specified parties.

*[Signature]*  
*[Date]*

**EXHIBIT E**  
**Quarterly Project Status Update**



**GEORGIA TRANSPORTATION INFRASTRUCTURE BANK (GTIB)**  
**Quarterly Project Status Update**

---

**DATE:**

\_\_\_/\_\_\_/\_\_\_

**GTIB AWARDEE NAME:** \_\_\_\_\_

**NAME OF FUNDED PROJECT:** \_\_\_\_\_

**AWARD DATE:** \_\_\_\_\_

**PROJECTED COMPLETION DATE:** \_\_\_\_\_

**CURRENT PHASE OF PROJECT:**     PE     Right-Of-Way Acquisition     Construction

**CURRENT STATUS:** (Please attach any supporting documents or related renderings, photos or images.)



**EXHIBIT F  
DRAW REQUEST**

**Form of Draw Request**

Date

The Georgia Transportation Infrastructure Bank,  
by and through the State Road and Tollway Authority  
245 Peachtree Center Avenue, Suite 2200,  
Atlanta, GA 30303

Re: Grant Agreement between The Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (“GTIB”) and \_\_\_\_\_ (“Recipient”), dated \_\_\_\_\_, 2020 (“Agreement”)/ Draw Request No.:\_\_\*.

Dear Ms. Treadway:

Pursuant to the above-referenced Agreement, the Recipient hereby requests disbursement in the amount of \$\_\_\_\_\_ for Eligible Costs. Capitalized terms not specifically defined in this Request shall be given the same meaning as ascribed to them in the Agreement.

In connection with this Draw Request No.:\_\_ the undersigned does hereby represent and certify the following:

1. The amounts previously disbursed under the Grant Agreement aggregate \$\_\_\_\_\_.
2. Time period covered by this Request is for work performed on the Project between \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_.
3. The amounts hereby requested have been incurred by or on behalf of the Recipient for Eligible Costs on the Project.
4. The amounts hereby requested are “motor-fuel tax eligible” as set forth in O.C.G.A. §32-1-1 et.seq.
5. The amount of this Request, together with all prior Requests, does not exceed the amount of the Grant, and the amount of this Request together with the sum of all disbursements of the Grant proceeds made and to be made will not exceed the Grant Amount or the amount allocated for the applicable line item of the Budget as set forth in **Exhibit B** of the Agreement.
6. All amounts requisitioned hereunder are for Eligible Costs which have not been paid for or reimbursed by any previous disbursement from the Grant proceeds.
7. Each obligation for which a disbursement is hereby requested is described in detail in **Attachment 1** attached hereto together with the name and address of the person, firm or corporation to whom payment is due.
8. The bills, invoices or statements of account for each obligation referenced in **Attachment 1** are attached.
9. Each obligation mentioned in **Attachment 1** has been properly incurred, is a proper charge under the Agreement, and has not been the basis of any previous disbursement.

10. The Project has been, and is being, constructed in a manner consistent with all plans, specifications, engineering reports and facilities plans previously submitted to the GTIB and with good engineering practices.
11. The Recipient is in compliance with all of the terms and conditions of the Grant Agreement and any and all other loan agreements, grant agreements or any other financing agreements that affect the Project (“Other Agreements”) and there does not currently exist an Event of Default under the Grant Agreement or an event of default under the Other Agreements or any event which with the giving of notice or the passage of time or both would constitute such an Event of Default or event of default.
12. The undersigned is duly authorized to execute and deliver this requisition on behalf of the Recipient.

This \_\_\_\_\_, 20\_\_\_\_.

**RECIPIENT NAME**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The Request for an Advance must be signed by the Chief Elected Official or by another officer or employee who has the written authority to execute on the Recipient’s behalf.

\* For each Request, the Recipient will insert a new number in chronological order.

**Attachment 1  
To  
Exhibit F  
Draw Request**

**Itemized Billing and Description of Work Performed.**

Detailed Description of Item of Work Performed*	Date(s) Performed	Name and Address of Contractor	Total Amount Due**	Total Amount to be Paid from this Draw Request	Status of Ongoing Work (i.e., % to completion of task/milestone)	Phase of Work***

*\*A complete description of the work performed or materials delivered shall include, at a minimum, an itemization of work performed or materials delivered the identification of line item set forth in **Exhibit B (Project Information)**, the status of the on-going work included in the draw request (i.e., the percent to completion of task or milestone), notification if a deliverable or milestone has been completed, and a detailed account or description of the work performed or materials delivered during the time period to further or complete the task milestone or deliverable.*

*\*\* Seeks the total amount due to this contractor for this item of work performed during the period covered by this draw request.*

*\*\*\* Seeks the line item, as set forth in the breakdown of the Project Budget in **Exhibit B** that the work for which payment is requested falls under.*

**EXHIBIT G**  
**Engineer's Certification**

- This Engineer's Certification form must be submitted with each draw request.
- For design or planning work, the Engineer's Certification must be completed by the City/County/CID Engineer, Manager or other independent qualified engineering consultant.
- For construction work, the Engineer's Certification must be completed by the Project Engineer.
- A consultant/vendor may not certify their own work.
- Contact Cindy Treadway at (404) 893-6186 or ctreadway@srta.ga.gov if you have any questions regarding completion of the Engineer's Certification.

**A. Engineer's Certification (REQUIRED):**

Engineer's Letterhead

Date

**Recipient:** \_\_\_\_\_ (*Must be the same name as in the Grant Agreement*)

**Project Name:** \_\_\_\_\_ (*Must be the same name as on Exhibit B*)

**Grant Amount:** \_\_\_\_\_ (*Must be the same amount as on Exhibit B*)

\_\_\_\_\_ (*name of Engineering Firm or name of Engineer if a government employee*), is the Project Engineer for the above-referenced Project. The undersigned hereby verifies that, based on personal knowledge and observation, the work set forth on the attached draw request (a) was performed according to the terms and conditions of the Georgia Transportation Infrastructure Bank Agreement for Grant Program between the Georgia Transportation Infrastructure Bank and \_\_\_\_\_ (*name of Recipient*) and (b) complies with all applicable federal, state and local laws, rules, regulations and ordinances related to the above-mentioned Project.

This certification is being given to and for the benefit of the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority.

\_\_\_\_\_ (*name of Engineering Firm*)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT H**

**Special Conditions**

No special conditions.

## **EXHIBIT I**

### **Georgia Environmental Policy Act (O.C.G.A. §12-16-1, et seq.) (“GEPA”)**

The Recipient may be required to comply with the provisions of GEPA. In determining whether the Recipient must comply with GEPA the Recipient should take into consideration many factors including the source of other funds (excluding GTIB funds) that the Recipient will use to fund the Project and whether a government entity that would otherwise be subject to GEPA requirements will let or otherwise perform construction on the Project. The Recipient should contact its legal counsel in order to determine whether Recipient must comply with the GEPA requirements as a result of the Grant.



## Transportation

Erica Parish, Agency Director

District 4

Item No. 40.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** September 8, 2020

### PURPOSE

To approve a contract with Glosson Enterprises, LLC for Discovery Boulevard Sidewalk, Project No. X2779, CCDOT Contract No. 001575.

### BACKGROUND

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

Discovery Boulevard Sidewalk consists of adding a five-foot wide sidewalk along the south side of Discovery Boulevard, and filling in the gaps with existing sidewalks between Veterans Memorial Highway and Discovery Park. The total length of the project is approximately 0.33 miles.

On February 13, 2018, the Board of Commissioners approved the 2018 Countywide Unit Price Contracts. In an effort to ensure the most competitive pricing possible, current Unit Price Contractors were given the opportunity to offer modified unit price bids for this project, reflecting current market conditions.

Bids were received on August 13, 2020, from the following companies:

<u>Company</u>	<u>Bid Amount</u>
Glosson Enterprises, LLC	\$158,525.00
Excellere Construction, LLC	\$160,700.00
Butch Thompson Enterprises, Inc.	\$169,183.50
D&H Construction Company, Inc.	\$182,841.00
Chatfield Contracting, Inc.	\$215,780.00

The low bid of \$158,525.00 from Glosson Enterprises, LLC was reviewed and found to be reasonable and responsive. Bid tabulation consists of \$148,525.00 in roadway costs and \$10,000.00 in Water System costs. The completion date for this project is 45 consecutive calendar days from the issuance of the Notice to Proceed.

**IMPACT STATEMENT**

N/A

**FUNDING**

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

Transfer from:	347-050-X270-X270-8761-X2779-C	Preliminary Estimate	\$148,525.00
Transfer to:	347-050-X270-X270-8762-X2779-C	Turnkey Construction	\$148,525.00

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

Discovery Boulevard 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 4 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.

SPLOST Project Summary as of August 5, 2020:

Discovery Boulevard Sidewalk	Budget:	\$284,000.00	Expended:	\$0.00
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Funding is available in the Water System DOT Projects - Relocate Lines Adopted CIP Budget, with the following budget transfers:

Transfer from: DOT Projects – Relocate Lines			
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$11,200.00
Transfer to: Discovery Boulevard Sidewalk – Utility Allowance			
	510-500-5756-8260-W5031-C	Construction	\$10,000.00
	510-500-5756-8265-W5031-M	Materials and Supplies	\$ 1,000.00
	510-500-5756-8810-W5031-T	Contingency	\$ 200.00
		Total:	\$11,200.00

**RECOMMENDATION**

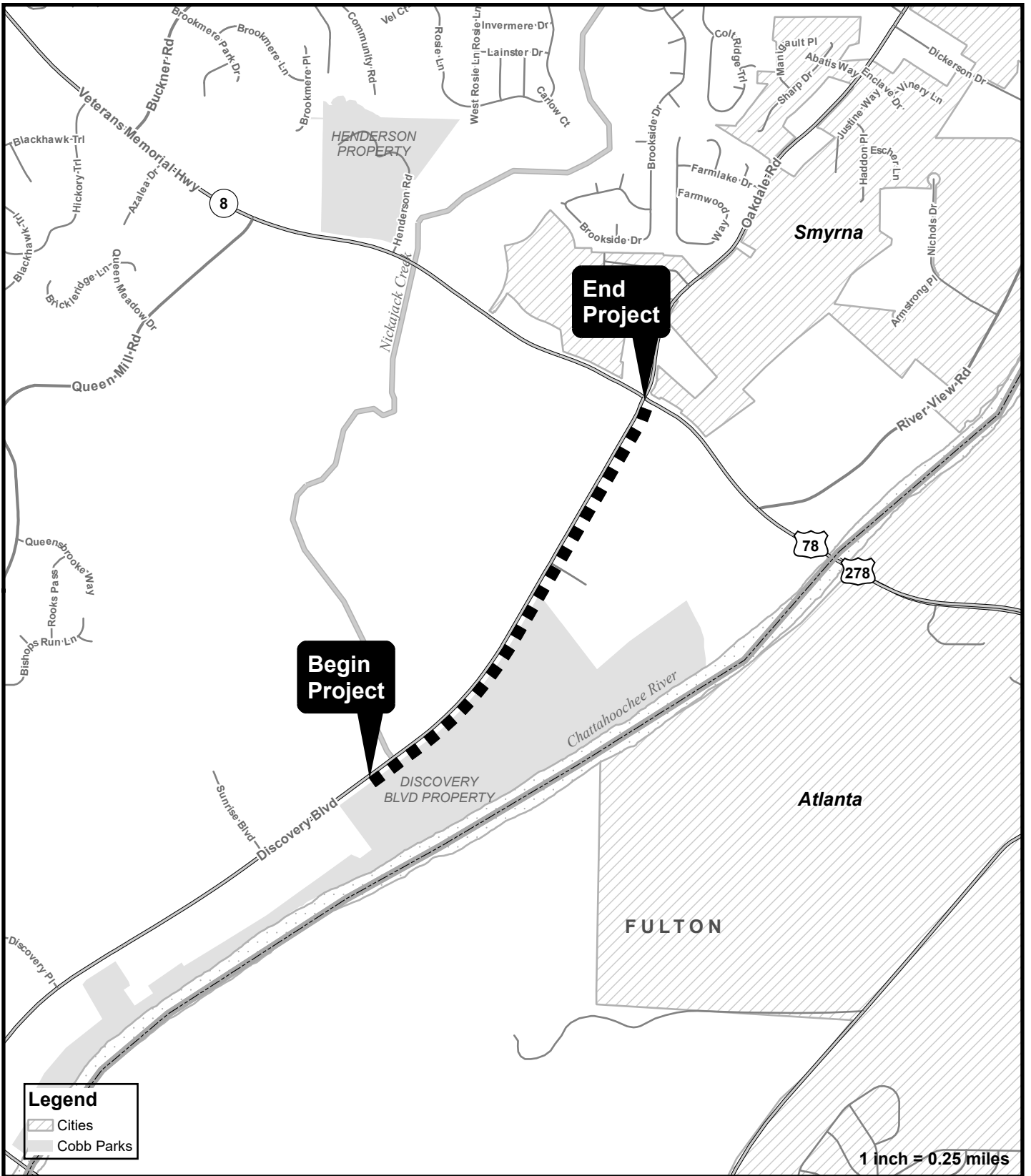
The Board of Commissioners approve a contract with Glosson Enterprises, LLC, in an amount not to exceed \$158,525.00, for Discovery Boulevard Sidewalk, Project No. X2779, CCDOT Contract No. 001575; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map



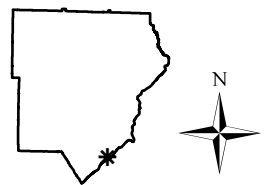
# LOCATION MAP



Department of Transportation

**PROJECT:**  
Discovery Boulevard Sidewalk  
Project No. X2779

DATE: September 8, 2020



Notes: Commission District 4



## Transportation

Erica Parish, Agency Director

District 2

Item No. 41.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To authorize procurement of mitigation credits from ACF River Basin Group, LLC for stream, wetland and open water impacts associated with Willeo Road over Willeo Creek, Project No. X2122.

### **BACKGROUND**

Willeo Road over Willeo Creek is an approved bridge replacement project in the 2016 SPLOST Transportation Improvements Program. This is a joint project with the City of Roswell (City).

The proposed project includes a complete bridge replacement of the existing bridge located on Willeo Road over Willeo Creek. The project is located on Willeo Road, between Bywater Trail and Timber Ridge Road/Lower Roswell Road, at the Cobb/Fulton County line.

On February 10, 2015, the Board of Commissioners approved an Intergovernmental Agreement (IGA) with the City for design and construction of a replacement bridge on Willeo Road over Willeo Creek.

On July 11, 2017, the Board approved a Consultant Services Agreement with Gresham Smith and Partners, in an amount not to exceed \$483,359.00, for engineering design of Willeo Road over Willeo Creek. Per terms of the IGA with the City, each agency will fund 50 percent of the engineering design costs for the bridge replacement, in an amount not to exceed \$213,942.50.

On August 22, 2017, the Board amended the previously approved IGA with the City for engineering design of Willeo Road over Willeo Creek to further detail the responsibilities of both the City and the County.

On September 25, 2018, the Board amended the previously approved revised IGA with the City for engineering design and construction of a replacement bridge on Willeo Road over Willeo Creek to incorporate a change in State Law, which clarified contractual obligations between counties and adjacent cities.

Construction of the proposed improvements will require 0.08 acres of wetland, 168 linear feet of stream, and 261 linear feet of open water within the project area to be disturbed. Mitigation for the disturbance of streams,

wetlands and/or open waters is a requirement of the U.S. Army Corps of Engineers (USACE) Section 404 Nationwide Permits #14, which has been obtained for this project. When on-site mitigation is not feasible, one way to mitigate adverse impacts is to purchase mitigation credits from an USACE approved mitigation bank.

On-site mitigation for the Willeo Road over Willeo Creek bridge replacement project has been determined to not be feasible; therefore, the purchase of mitigation credits will be required. The USACE has approved the purchase of 1.36 wetland credits, 1512 stream mitigation credits, and 1409 open water credits through ACF River Basin Group, LLC, in an amount not to exceed \$201,010.00. This mitigation bank is managed by Blueway. Per terms of the IGA with the City, each agency will fund 50 percent of associated engineering costs for this project.

**IMPACT STATEMENT**

N/A

**FUNDING**

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

Transfer from:	347-050-X210-X210-8761-X2122-C	Preliminary Estimate	\$201,010.00
Transfer to:	347-050-X210-X210-8722-X2122-E	Engineering	\$201,010.00

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, Bridges and Culverts.

Willeo Road over Willeo Creek is an eligible project/program under the Infrastructure Preservation – Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 11). County Bridges/Box Culverts improvements include the repair/rehabilitation of deficient bridges and box culverts to ensure structural integrity and operational safety. Specific locations have been determined from Georgia Department of Transportation and County inspections.

SPLOST Project Summary as of August 5, 2020:

Willeo Road over Willeo Creek	Budget:	\$2,716,692.51	Expended:	\$346,404.97
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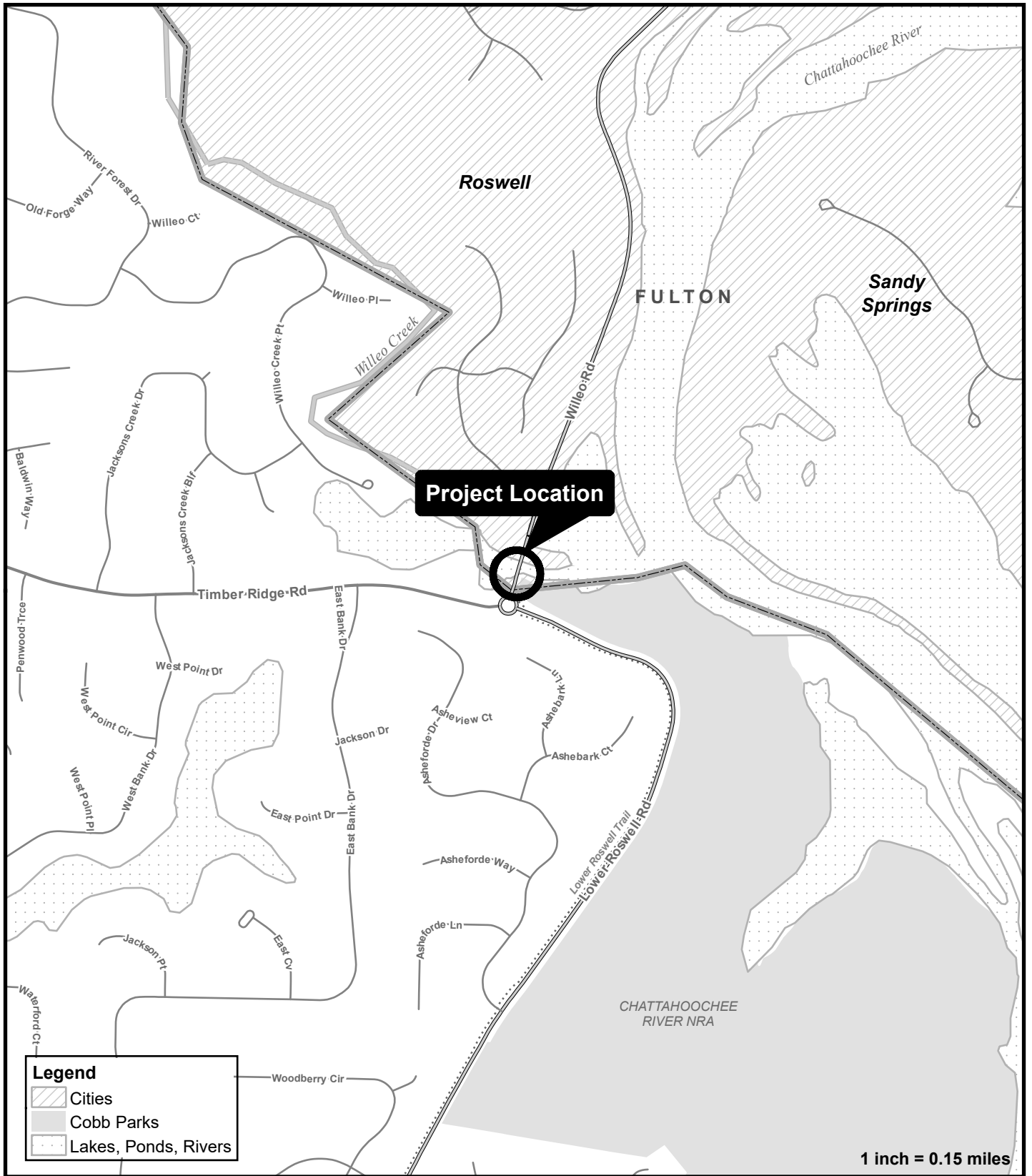
**RECOMMENDATION**

The Board of Commissioners authorize procurement of mitigation credits from ACF River Basin Group, LLC, in an amount not to exceed \$201,010.00, for stream, wetland and open water impacts associated with Willeo Road over Willeo Creek, Project No. X2122; and further authorize the corresponding budget transactions.

**ATTACHMENTS**

1. Location Map

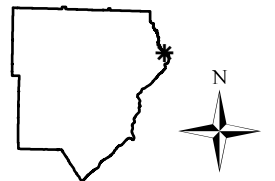
# LOCATION MAP



Department of Transportation

**PROJECT:**  
**Willeo Road over Willeo Creek**  
**Project No. X2122**

**DATE:** September 8, 2020



Notes: Commission District 2



## Transportation

Erica Parish, Agency Director

District 1

Item No. 42.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve a Utility Relocation Agreement with Georgia Transmission Corporation for preliminary engineering of Mars Hill Road over Allatoona Creek, Project No. X2115, CCDOT Contract No. 001580.

### **BACKGROUND**

Mars Hill Road over Allatoona Creek is an approved bridge replacement project in the 2016 SPLOST Transportation Improvements Program.

Based on the most current bridge inspection report from the Georgia Department of Transportation, the project scope was revised from a complete bridge replacement to a bridge rehabilitation. This will result in a considerable cost savings to the project. The bridge is located on Mars Hill Road, between Chipping Drive and Waldenbrooke Court.

Construction of the original project scope would have required Georgia Transmission Corporation (GTC) to remove and relocate their existing facilities. Due to the revision of the project scope, GTC facilities are now considered "No-Conflict". The cost of the redesign for the GTC facilities, in an amount not to exceed \$3,899.11, may be reimbursable by Cobb County.

The Utility Relocation Agreement with GTC 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-X210-X210-8761-X2115-C	Preliminary Estimate	\$3,899.11
Transfer to:	347-050-X210-X210-8786-X2115-U	Utility Relocation	\$3,899.11

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

Mars Hill Road over Allatoona Creek is an eligible project/program under the Infrastructure Preservation – Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 12). Mars Hill Road over Allatoona Creek improvements include the repairs or replacement of the deficient bridge.

SPLOST Project Summary as of August 5, 2020:

Mars Hill Road over Allatoona Creek	Budget:	\$950,091.19	Expended:	\$286,454.75
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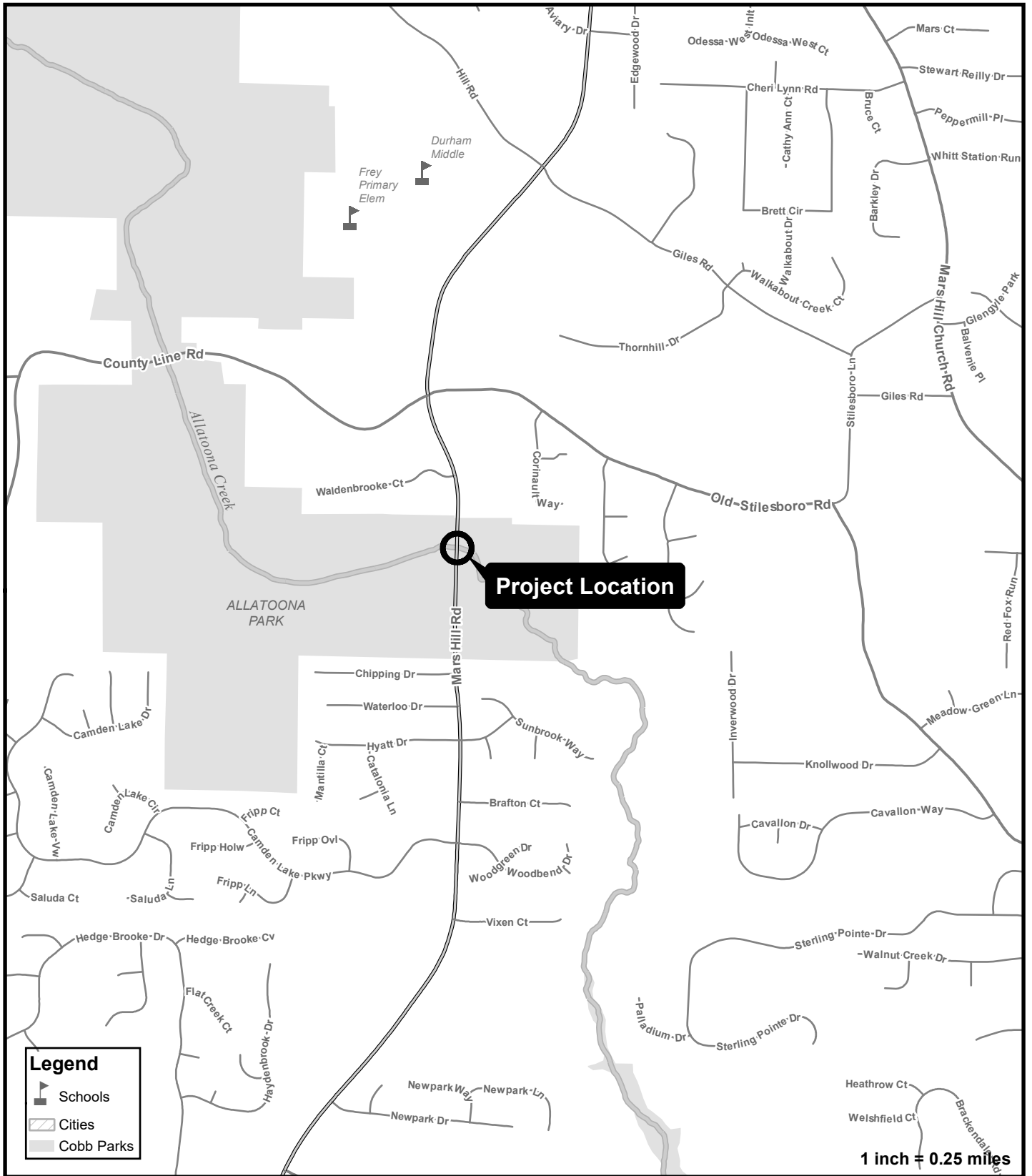
**RECOMMENDATION**

The Board of Commissioners approve a Utility Relocation Agreement with Georgia Transmission Corporation, in an amount not to exceed \$3,899.11, for preliminary engineering of facilities on Mars Hill Road over Allatoona Creek, Project No. X2115, CCDOT Contract No. 001580; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map
2. Utility Relocation Agreement with Georgia Transmission Corporation

# LOCATION MAP



**Legend**

- Schools
- Cities
- Cobb Parks

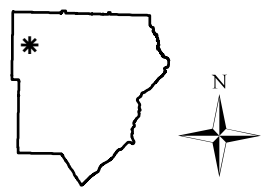
1 inch = 0.25 miles



Department of Transportation

**PROJECT:**  
**Mars Hill Road over Allatoona Creek**  
**Project No. X2115**

DATE: September 8, 2020



Notes: Commission District 1

**UTILITY RELOCATION AGREEMENT**

PROJECT NAME: MARS HILL ROAD OVER ALLATOONA CREEK  
PROJECT NUMBER: X2115  
GDOT PROJECT NUMBER: N/A

This AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between COBB COUNTY, State of Georgia (hereinafter referred to as the "County"), and GEORGIA TRANSMISSION CORPORATION (an Electric Membership Corporation) (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

W I T N E S S E T H:

WHEREAS, the County proposes under the above written Project to construct: Mars Hill Road over Allatoona Creek (hereinafter referred to as the "Project"); and

WHEREAS, in connection with the original scope of this Project, the County notified the Company that the Project would require the Company to remove, relocate, or make certain adjustments to the Company's existing facilities (facilities include electrical and communications facilities and is referred to herein collectively as the "Facilities" or the "Facility"); and

WHEREAS, the Company commenced certain design activities to prepare for the removal, relocation or adjustment of its Facilities in reliance on the County's notification; and

WHEREAS, the County has determined that it is no longer necessary for Company to remove, relocate, or make certain adjustments to the Company's existing facilities; and

WHEREAS, the Company has presented evidence to the County that it contends and supports its claim that during design considerable cost was incurred and reimbursement is requested in accordance with the Lump Sum estimate of Three Thousand, Eight Hundred Ninety-Nine Dollars and Eleven cents (\$3,899.11) (the "Estimate"), a copy of which estimate is attached hereto, and incorporated into this Agreement as Exhibit "A". The Estimate is limited to the preliminary engineering costs of design removal, relocation or adjustment of those Facilities, which were physically in place and in conflict with the proposed construction and/or maintenance; and

WHEREAS, the County agrees to bear One Hundred percent (100%) of the preliminary estimate lump sum of the actual design expenses, which is Three Thousand, Eight Hundred Ninety-Nine Dollars and Eleven cents (\$3,899.11), subject to the County's reasonable approval.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed:

Section 1. The County will neither be bound to pay any costs which are in excess of the Estimate, nor for any items of relocation work not provided for in said Estimate.

Section 2. The recitals set forth in the Whereas clauses of this Agreement are a material part of this Agreement and binding upon the Parties hereto.

Section 3. The covenants herein contained, including the covenants contained in the "Whereas" clauses hereto, shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 4. It is mutually agreed between the Parties hereto that this Agreement shall be deemed to have been executed in Georgia.

Section 5. At any time within thirty-six (36) months after the date of the final payment, the County, at its sole expense, may audit the cost records, support documentation, and accounts of the Company pertaining to this Project to solely assess the accuracy of the invoices submitted by the Company and notify the Company of any amount of any unallowable expenditure made in the final payment of this Agreement, or, if no unallowable expenditure is found,



notify the Company of that fact in writing. Any such audit will be conducted by representatives of the County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to the Company and during regular business hours at the offices of the Company in a manner that does not unreasonably interfere with the Company's business activities and subject to the Company's reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign the Company's Nondisclosure Agreement. The Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. The Company will reasonably cooperate in any such audit, providing access to the Company records that are reasonably necessary to enable the County to test the accuracy of the invoices to which the audit pertains, provided that the County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If the Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from the County (based on the mutually agreed upon audit results), the County may set off the amount of such bill against the amounts owed the Company on any then-current contract between the Company and the County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 9.2 and 9.3 will govern the resolution of the dispute. The County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 6. Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties and there are no oral or written representations, understandings or agreements between the Parties respecting the subject matter hereof which are not fully expressed herein. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties to those present have executed this Contract in three (3) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

COBB COUNTY, GEORGIA

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

ATTEST: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Notary: \_\_\_\_\_ (SEAL)

Approved as to Form by:

\_\_\_\_\_  
Cobb County  
Department of Transportation

GEORGIA TRANSMISSION CORPORATION  
(an Electric Membership Corporation)

By: [Signature]

Title: VICE PRESIDENT, PROTECT SERVICES

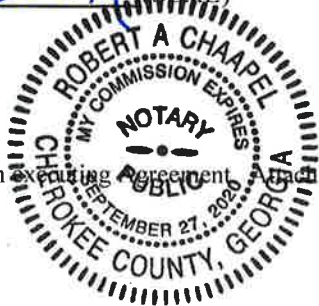
Date: 8/17/20

ATTEST: [Signature]  
By: \_\_\_\_\_

Title: Assistant Sec. (SEAL)

Witness: [Signature]

Notary: [Signature] (SEAL)



Give proper title of each person executing agreement and seal as required.

Preliminary Estimate to Support Agreement for Relocation, Removal, or Adjustment of Facilities in Conflict with Proposed Transportation Construction

I. Company: GEORGIA TRANSMISSION CORPORATION (an Electric Membership Corporation)

Address: 2100 EAST EXCHANGE PLACE, TUCKER, GA 30084-5336

\*Estimate Prepared By: Michael Bolden

II. Project #: County: Cobb  
PI #: X2115

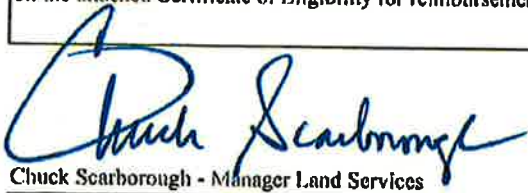
III. Georgia Department of Transportation (GDOT) Project Description:  
X2115 - Mars Hill Road ROW Bridge Replacement - Cobb County

IV. Method of Accounting: [Section 645.113f and Section 645.117, 23 CFR 645A]

(Check Method that Applies)

- Work Order Accounting Procedure prescribed by regulatory body.
- Established accounting procedure approved by State and FHWA.
- Agreed Lump Sum.
- Other (Including use of GDOT Form 8465):

This estimate has been prepared by the Company in accordance with Title 23 of the Code of Federal Regulations (CFR), Chapter 1, Subchapter G, Part 645, Subpart A and in accordance with the Department's Utility Accommodation Policy and Standards Manual, Current Edition (Manual), to support a Utility Relocation Agreement between the Utility Company and the Department. The work will be performed and the costs accounted for in accordance with the methods described herein. Costs will be recorded as provided in Section 645.113f or Section 645.117, 23 CFR 645A. Equipment rental rates, salvage credit, accrued depreciation credit (expired service life) and betterment credit have been given due consideration and proper explanations have been noted in the estimate where applicable and as provided by 23 CFR 645A. Claim for reimbursement costs shown in the Estimate is based on the attached Certificate of Eligibility for reimbursement which is made a part hereof.

  
Chuck Scarborough - Manager Land Services

7/10/2020

Name and Title of Authorized Company Representative

Date

Company Representative hereby certifies the Estimate and agrees that the Estimate shall remain valid for one year from the above authorized date. After one year from the authorized date, the Estimate may be subject to revision by the Utility Company.

**\*Please Provide Three (3) sets of Relocation Plans and Three (3) sets of signed estimates.**

V. Preliminary and Construction Engineering [Section 645.109, 23 CFR 645A, & 23 CFR 140B]

- 1. Preliminary Engineering authorized on this project by **GDOT letter dated** [redacted]
- 2. Plans and Estimate Prepared By: (Check Applicable Party)
  - Forces of this Company
  - Consultant: (Name and Address) [redacted]
    - Approval of Consultant given by GDOT letter dated: [redacted] Amount: [redacted]
    - Effective date of Contract, if a Continuing Contract: [redacted] Exp. Date: [redacted]
  - The Certificate of Consultant Form is attached to the Consultant's Estimate of Engineering Services.
  - Scope of Work Detailing Preliminary Engineering and Construction Engineering attached to Consultant's Estimate of Engineering Services.

Total Preliminary Engineering Costs \$3,899.11

*Attach Support Documentation to Estimate - See Exhibit: A*

Total Construction Engineering Costs \$0.00

*Attach Support Documentation to Estimate - See Exhibit: B+C+D*

**NOTE: Payment for Construction Engineering will not be allowed for Work included in GDOT Contracts.**

**Total Preliminary and Construction Engineering Costs \$3,899.11**

VI. Right of Way Acquisition [Section 645.111, 23 CFR 645A]

(Check Applicable Section)

- Replacement R/W or Easements are not required for adjustment of utilities facilities on this Project.
- Replacement R/W shown on plans will be acquired by the Department (Separate written request must be furnished).
- Replacement R/W or Easements shown on the attached plans will be acquired by the Company.

Total Cost of Right of Way Acquisition \$0.00

*Attach Support Documentation to Estimate. Include Estimates for Appraisal, Negotiation, Recording, and Right-of-Way or Easement Costs - See Exhibit: E*

VII. Construction [Section 645.115 and Section 645.117, 23 CFR 645A]

A. Description of Proposed Utility Work:

Preliminary Engineering (including easement research, plan development, estimate, agreement, emergency contact, and etc.) [redacted]

B. The Company will perform the work provided for in this Estimate by the following method:

(Check Applicable Method - see page 3 for continuation)

- By Company's Regular Forces**

The Company Proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its Agreement with such employees.

- By Contract**

The Company does not have adequate staff or equipment to perform the necessary work with its own forces; therefore, the Company, subject to approval of the Department and FHWA, proposes to contract the work covered by this estimate in accordance with the provisions of Section 645.115 (a), 23 CFR 645A. The items of work to be accomplished by contract are noted in this estimate. When the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of these contractors so circularized shall be noted on the estimate and furnished to the Department in advance of the Company's solicitation of bids. **The Department shall approve the low bidder before work can began.** Please provide Company Name, Address, and Contact Person and Number below:

\_\_\_\_\_  
\_\_\_\_\_

Estimate for Relocation, Removal, or Adjustment of Utility Facilities

**By Existing Continuing Contract**

Subject to the approval of the Department and the FHWA, the Company proposes to use an existing continuing contract performed under which certain work as shown by the Company's estimate is regularly performed for the Company and under which the lowest available costs are developed. The name of the contractor or contractors are listed in the company's estimate. Please indicate the Company Name, Address, and Contact Person and Number below (If needed, attach additional names to Estimate). Once the Company selects a continuing contractor, **a copy of the continuing contract has to be submitted to the Department for approval before any work begins.**

[Redacted]

Effective Date of Continuing Contract: [Redacted] Expiration Date: [Redacted]

C. Detail of Construction Costs

Labor Costs [Section 645.117, 23 CFR 645A]	\$	-
<i>Attach Support Documentation to Estimate, Including Additives - See Exhibit:</i>	G1	
Materials Costs [Section 645.117(e), 23 CFR 645A]	\$	-
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	H	
Right-of-Way Clearing & Trimming Costs	\$	-
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	F	
Equipment Costs [Section 645.117(f), 23 CFR 645A]	\$	-
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	G2	
<b>Total Construction Costs</b>	<b>\$0.00</b>	

VIII. **Total Costs of Proposed Relocation (V through VII)** **\$3,899.11**

IX. **Detail of Accrued Depreciation and Salvage Credits**

A. Accrued Depreciation (Expired Service Life) [Section 645.117(h), 23 CFR 645A]  
(Check Applicable Statement)

Accrued Depreciation is not allowed in this estimate.

Accrued Depreciation is allowed in this estimate.

(Please Provide Detailed Description/Explanation i.e. Pumping Station, Filtration Plant, Power Plant, Substation, etc.)

[Redacted]

Accrued Depreciation Credit \$0.00  
*Attach Support Documentation to Estimate - See Exhibit:*

B. Salvage [Section 645.117(e), 23 CFR 645A]

(Check Applicable Statement)

Salvage is not allowed in this estimate because:

Nothing being removed

Salvage from temporary material is not allowed because:

[Redacted]

Salvage is allowed in this estimate.

Salvage from temporary material is allowed.

The Department and the FHWA shall have the right to inspect recovered materials prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving two weeks written notice to the Department or oral notice followed by written confirmation of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. If recovered materials are not reusable, they shall be disposed of as outlined in Section 645.117(e), 23 CFR 645A.

Total Salvage Credit \$0.00  
**Total Accrued Depreciation and Salvage Credit** **\$0.00**

\* See Contingencies & Markups



Estimate for Relocation, Removal, or Adjustment of Utility Facilities

X. **Total Cost of Relocation** **\$3,899.11**

*(Less Credits for Accrued Depreciation and Salvage Value, VIII-IX)*

XI. **Betterment Credit [Section 645.117(h), 23 CFR 645A] (Check Applicable Statement)**

- Betterment credit is not allowed in this estimate since there is to be no functional increase in size in the replaced facility unless caused by proposed highway construction
- Betterment credit is allowed as shown in the following comparison:

*Location of Betterment: (Please indicate Station, Route Name, and Number)*



Betterment Credit Amount **\$0.00**

*\*Attach Support Documentation to Estimate - See Exhibit:*

**\*Include Estimate for Cost to Install Proposed Facilities to Produce Current Capacity and the Cost to Install Proposed Facilities for Increased Capacity.**

XII. **Total Estimated Cost of Reimbursable Adjustments** **\$3,899.11**

*(Item X less Item XI)*

XIII. **Proportionate Share**

*(Check Applicable Statement - 1, 2, or 2 & 3)*

- 1. The Department will bear 100 percent of the cost of the adjustments.
- 2. The Company will participate in a pro rata share of the cost of adjustments (No Betterments).

Percentage Split: **0.000%** Company Participation (If 0%, insert 100% for GDOT Participation)  
**100.000%** GDOT Participation  
 Total **100.000%** *(Total Shall be 100%)*

*Attach Support Documentation/Detailed Calculations to Estimate - See Exhibit:*

- 3. The Company will participate in a pro rata share of the cost of the adjustments determined as Betterments.

## Estimate for Relocation, Removal, or Adjustment of Utility Facilities Summary of Costs

Items	Total
V. Preliminary and Construction Engineering	\$3,899.11
VI. Right-of-Way Acquisition Costs	\$0.00
VII. Construction Costs	\$0.00
VIII. Total for Proposed Relocation Work (V+VI+VII)	\$3,899.11
IX. Total Accrued Depreciation and Salvage Credits	( - ) \$0.00
X. Total Relocation Work	\$3,899.11
XI. Betterment Credit	( - ) \$0.00
XII. Total Estimate of Reimbursable Adjustments (X-XI)	\$3,899.11

**XIII. Proportionate Share: Check Applicable Statement and Insert Above Estimate Amounts from X, XI, and XII**

1. The Department will bear 100 percent of the cost of the adjustments (See XII).

**XII. Total Estimate of Reimbursable Adjustments** \$3,899.11

(OR)

2. The Company will Participate in a pro rata share of the cost of adjustments (No Betterments).

**XII. Total Estimate of Reimbursable Adjustments** \$0.00

Percentage Split (Insert From Page 4)	Proportionate Share:	
0.00000000%	Company Participation	\$0.000 Company Participation
0.00000000%	GDOT Participation	\$0.000 GDOT Participation

(OR)

3. The Company will participate in a pro rata share of the cost of the adjustments determined as Betterments.

**X. Total Relocation Work** \$0.00

**XI. Betterment Credit** \$0.00

**XII. Total Estimate of Reimbursable Adjustments** \$0.00

Percentage Split	Proportionate Share:	
#DIV/0!	Company Participation	\$0.00 Company Participation
#DIV/0!	GDOT Participation	\$0.00 GDOT Participation

(OR)

- Combination of 2. and 3.

**X. Total Relocation Work** \$0.00

**XI. Betterment Credit** \$0.00

**XII. Total Estimate of Reimbursable Adjustments** \$0.00

2. Percentage Split (Insert From Page 4)

0.00000000%	Company Participation	\$0.000 Company Participation
0.00000000%	GDOT Participation	\$0.000 GDOT Participation

3. Plus Betterment Credit		
	\$0.00	Company Participation
2 Plus 3 Proportionate Share		
#DIV/0!	Company Participation	\$0.00 Company Participation
#DIV/0!	GDOT Participation	\$0.00 GDOT Participation
#DIV/0!		\$0.00 Total

*Arithmetic Extensions Checked and Found Correct.*

---

District Utilities Engineer (Signature)
(Date)

Certificate of Eligibility for Utility Reimbursement

Company Name: GEORGIA TRANSMISSION CORPORATION (an Electric Membership Corporation)  
GDOT Project No:  
GDOT PI No: X2115  
County: Cobb

The Company shall attach a completed Facility Detail Summary to substantiate and prove its facilities are eligible for reimbursement. As a minimum, the Company shall provide the following information:

Location of Facility (Referencing Project Station Number and intersecting street, road, or highway)

Date Existing Facility was installed by Utility Owner

Indicate location of utilities: Private property by deed or easement or on a public facility by permit. Indicate dates of all applicable deeds, easements, or permits.

Case Number of Reimbursement eligibility (See Chapter 4 of the Utility Accommodation Policy and Standards Manual - classification to be made by the Utility Company and Verified by GDOT District Utilities Office)

Any other information that may assist the Department in certifying eligibility.

This is to certify that the utility facilities as presently existing and as to be adjusted or relocated and as shown on the plans and estimate of cost supporting the Utility Relocation Agreement for which reimbursement is to be claimed, are owned, operated and maintained the company listed above. The facts concerning location of utility facilities, dates of installations and records of the Company showing its property interests will be made available for inspections by representatives of the Department at the office of the Company. It is further certified that the facilities shown as located on private property are correctly shown; that the facilities as located on streets and roads or other permits and franchise rights are correctly shown. Further, the above information as to title records, permits and franchise rights are correctly shown.

  
Chuck Scarborough - Manager Land Services

7/10/2020

Name and Title of Authorized Company Representative

Date

The facilities noted on the attached summary, as required by this estimate, have been reviewed in the field with a representative of the Utility Owner. This is to certify that the facilities noted on the attached summary and shown to be on streets, roads, highways; or other public facilities are correct, and the facilities shown to be on private property are correct; further, that the cost of adjustment as covered by the attached estimate is eligible for reimbursement by the Department under the noted case(s) as described in Chapter 4 of the Utility Accommodation Policy and Standards Manual.

GDOT District Engineer

Date





Exhibit A-GTC Labor(PE)	\$	3,899.11
<b>Total Preliminary Engineering Costs</b>	<b>\$</b>	<b>3,899.11</b>
Exhibit B-GTC Labor(CE)	\$	-
Exhibit C-Contract Survey Labor	\$	-
Exhibit D-Contract Environmental	\$	-
<b>Total Construction Engineering Costs</b>	<b>\$</b>	<b>-</b>
Exhibit E-Land Acquisition	\$	-
<b>Total Cost of Right of Way Acquisition</b>	<b>\$</b>	<b>-</b>
Detail of Construction Costs		
Exhibit G1-Labor Costs	\$	-
Exhibit H-Materials Costs	\$	-
Exhibit F-Right-of-Way Clearing & Trimming Costs	\$	-
Exhibit G2 -Equipment Costs	\$	-
<b>Total Construction Costs</b>	<b>\$</b>	<b>-</b>
<b>Total Costs of Proposed Relocation</b>	<b>\$</b>	<b>3,899.11</b>

**Exhibit A  
GTC Labor**

**Preliminary Engineering**

Classification	Rate	Hours	Total
Project Manager	\$ 56.55	0.0	\$ -
Project Control Specialist	\$ 56.55	0.0	\$ -
Utility & Transportation Coordinator	\$ 56.55	9.0	\$ 508.95
Utility & Transportation Coordinator Supervisor	\$ 56.55	24.0	\$ 1,357.20
Land & Legal Rights Coordinator	\$ 56.55	0.0	\$ -
Construction Inspector	\$ 56.55	0.0	\$ -
Transmission Line Designer	\$ 56.55	0.0	\$ -
Engineer	\$ 56.55	0.0	\$ -
Environmental Specialist	\$ 56.55	0.0	\$ -
Environmental Regulatory Compliance Coordinator	\$ 56.55	0.0	\$ -
Transmission Line Area Coordinator	\$ 56.55	0.0	\$ -
	EC40 Subtotal		\$ 1,866.15
	EC42 Payroll		\$ 130.63
	EC68 Benefits		\$ 559.85
	EC66 Expenses		0.0
	Overheads (52.51%)		\$ 1,342.48

**Total Preliminary Engineering      \$      3,899.11**

**Exhibit B  
GTC Labor**

**Construction Engineering**

Classification	Rate	Hours	Total
Civil Manager	\$ 56.55	0.0	\$ -
Project Manager	\$ 56.55	0.0	\$ -
Project Control Specialist	\$ 56.55	0.0	\$ -
Utility & Transportation Coordinator	\$ 56.55	0.0	\$ -
Utility & Transportation Coordinator supervisor	\$ 56.55	0.0	\$ -
Land & Legal Rights Coordinator	\$ 56.55	0.0	\$ -
Land Agent	\$ 56.55	0.0	\$ -
Land Document Coordinator	\$ 56.55	0.0	\$ -
Environmental Specialist	\$ 56.55	0.0	\$ -
Environmental Regulatory Compliance Coordinator	\$ 56.55	0.0	\$ -
Engineer	\$ 56.55	0.0	\$ -
Drafter	\$ 56.55	0.0	\$ -
Transmission Line Designer	\$ 56.55	0.0	\$ -
Construction Inspector <b>(only GTC ASSOC - No EC54)</b>	\$ 56.55	0.0	\$ -
Construction Support Administrator	\$ 56.55	0.0	\$ -
Environmental Technician	\$ 56.55	0.0	\$ -
Contract Procurement Officer	\$ 56.55	0.0	\$ -
Materials Procurement Officer	\$ 56.55	0.0	\$ -
Safety Training Technician	\$ 56.55	0.0	\$ -
Transmission Line Area Coordinator	\$ 56.55	0.0	\$ -
	EC40 Subtotal		\$ -
	EC42 Payroll		\$ -
	EC68 Benefits		\$ -
	EC66 Expenses		0.0
	Overheads (52.51%)		\$ -

**Total Construction Engineering      \$      -**

**Exhibit C**  
**Contract Survey Labor**

**Construction Engineering**

Classification	Rate	Hours	Total
Project Controls Analyst III	\$ 91.24	0.0	\$ -
GIS Director/Project Manager	\$ 106.53	0.0	\$ -
GIS Group Lead	\$ 86.91	0.0	\$ -
Lead GIS Analyst	\$ 68.73	0.0	\$ -
GIS Technician II	\$ 42.96	0.0	\$ -
GIS Technician I	\$ 38.66	0.0	\$ -
GIS Database Administrator	\$ 79.46	0.0	\$ -
Field Crew Chief III	\$ 53.69	0.0	\$ -
Survey Technician	\$ 81.16	0	\$ -
Survey Technician (LSIT)	\$ 93.22	0	\$ -
Instrument Person III	\$ 45.10	0	\$ -
Project Surveyor LS	\$ 105.29	0	\$ -
Survey Manager	\$ 118.45	0	\$ -
Expenses	\$ 9,500.29	0	\$ -
Utility Locate	\$ 1,650.00	0	\$ -
Administrative	\$ 88.15	0	\$ -

**Total Survey**                      **\$**                      **-**

**Exhibit D  
Contract Environmental**

**Construction Engineering**

Classification	Total
Archaeology Survey	\$ -
Ecology Survey	\$ -
Historic Structures Report	\$ -

**Total Environmental      \$      -**

**Exhibit E  
Land Acquisition**

**Cost of Right of Way Acquisition**

EC	Classification	Rate	Hours / Units	Total	
(56)	Appraisal: parcels	\$ 1,500.00	0	\$ -	
(56)	Appraisal: Condemnations	\$ 3,000.00	0	\$ -	
(58)	Legal (Limited Title Reports): Parcels	\$ 150.00	0	\$ -	
(58)	Legal (Misc.):Parcels	\$ 300.00	0	\$ -	
(58)	Legal (Condemnation): Parcels	\$ 15,000.00	0	\$ -	
(60)	Special Master Fee	\$ 2,000.00	0	\$ -	
(60)	Deed Copies, Tax Maps, Recording Fees, etc.		0	\$ -	
(60)	Land Acquisition: Easements		0	\$ -	Needs Estimated Amour
(60)	Danger Trees Strip	\$ 5,000.00	0	\$ -	
(60)	<b>Crop Damage, Landscaping</b>		0	\$ -	Needs Estimated Amour
<b>Total Cost of Right of Way Acquisition</b>				<b>\$ -</b>	

**Exhibit F  
Right-of-Way Clearing & Trimming Costs**

**Construction Cost**

<u>Section Number</u>	<u>Section Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Extended Price Totals</u>
1	Grassing	Per Acre	\$ 1,500.00	0	\$ -
2	Silt Fence, 1 ft	Per ft	\$ 5.00	0	\$ -
3	Access Roads and Stabilization	Ea	\$ 5,000.00	0	\$ -
4	Mechanized Clearing (Haul Debris)		\$ 12,000.00	0	\$ -
5	Hand Clearing (Wetland)	Per Acre	\$ 15,000.00	0	\$ -
6	Danger Tree Removal	Per 1000 ft	\$ 5,050.00	0	\$ -
7	Construction Mats	Ea	\$ 700.00	0	\$ -
8	Construction Transport		\$ 5.00	0	\$ -
9	Site Remediation (BMP)		\$ 7,500.00	0	\$ -

**Total Right-of-Way Clearing & Trimming Costs                    \$                    -**



**Exhibit G  
Contractor Labor and Equipment**

**Construction Cost G1**

Classification	Rate Regular	OT	Hours Regular	Hours OT	Total Regular	Total OT
Foreman	\$ 79.18	\$ 88.77	0	0	\$ -	\$0.00
A Lineman	\$ 74.52	\$ 81.78	0	0	\$ -	\$0.00
A Lineman	\$ 74.52	\$ 81.78	0	0	\$ -	\$0.00
A Lineman	\$ 74.52	\$ 81.78	0	0	\$ -	\$0.00
A Lineman	\$ 74.52	\$ 81.78	0	0	\$ -	\$0.00
Eq. Operator	\$ 46.95	\$ 55.43	0	0	\$ -	\$0.00
Special EO	\$ 66.52	\$ 74.28	0	0	\$ -	\$0.00
Truck Driver	\$ 45.75	\$ 50.63	0	0	\$ -	\$0.00
Truck Driver	\$ 45.75	\$ 50.63	0	0	\$ -	\$0.00
					\$ -	\$ -

**Sub Contractor**

TL Line X-ray Testing	\$ -	Needs Estimated
Traffic Control	\$ -	Needs Estimated
Geotechnical Testing (Soil Borings)	\$ -	Needs Estimated

**Misc. Items**

Foundation Removal	\$ -	Needs Estimated
Demobilization & Remobilization to Remove Existing Structures (2 times)	\$ -	Needs Estimated
Working over hot distribution	\$ -	Needs Estimated
Concrete foundations	\$ -	Needs Estimated
Limited work schedule	\$ -	Needs Estimated
<b>Total labor</b>	<b>\$ -</b>	

**Construction Cost G2**

Equipment	Rate	Hours	Total
Large Line Truck	\$ 80.47	0	\$ -
Pressure Digger	\$ 69.90	0	\$ -
Water Truck	\$ 33.14	0	\$ -
Tensioner	\$ 19.96	0	\$ -
38 Ton Boom Truck	\$ 150.00	0	\$ -
Puller	\$ 14.18	0	\$ -
Reel Trailer	\$ 4.18	0	\$ -
4 Drum Finger Line Puller	\$ 24.18	0	\$ -
125' Bucket	\$ 110.34	0	\$ -
100' Bucket	\$ 80.04	0	\$ -
65' Bucket	\$ 70.95	0	\$ -
Dozer	\$ 62.47	0	\$ -
Dump Truck	\$ 19.75	0	\$ -
Flat Truck	\$ 19.95	0	\$ -
Backhoe	\$ 27.96	0	\$ -
Crewcab Truck	\$ 18.90	0	\$ -
Pickup Dump	\$ 25.90	0	\$ -
Road Tractor	\$ 44.23	0	\$ -
Lowboy Trailer	\$ 10.72	0	\$ -
325 Rock Hammer	\$ 97.20	0	\$ -
150T Crane w/ Op	\$ 400.00	0	\$ -
Mobilization, Demobilization	150T Crane \$ 1,800.00	0	\$ -
<b>Total Equipment</b>			<b>\$0.00</b>

**Total Contractor Labor and Equipment**

**\$0.00**

**Exhibit H  
Construction Materials**

**Construction Cost**

<u>Item</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total</u>
Hybrid steel / Concrete poles	\$ 13,000.00	0	\$ -
Steel Poles, Self-Supporting	\$ 62,000.00	0	\$ -
Conductor (Lb)	\$ 2.00	0	\$ -
Shield Wire Steel (ft)	\$ 1.00	0	\$ -
Insulator Assembly - Deadend	\$ 3,000.00	0	\$ -
Insulator Assembly - Tangent/Small Angle	\$ 1,000.00	0	\$ -
Grounding Assembly	\$ 400.00	0	\$ -
Pole Number	\$ 4.00	0	\$ -
Miscellaneous Materials	\$ 5,000.00	0	\$ -
Grassing	\$ 1,500.00	0	\$ -
Silt Fence	\$ 5.00	0	\$ -
Construction Mats	\$ 500.00	0	\$ -
Concrete Poles			\$ -
<b>Subtotal</b>			\$ -
Overheads (52.51%)			\$ -
<b>Total Construction Materials</b>			\$ -

Project Name: **Ivanhoe-Old Louisville Road 115kV TL**  
Project Number: **E30010**

<u>Classification</u>		
Exhibit A-GTC Labor(PE)	\$	3,899.11
Exhibit B-GTC Labor(CE)	\$	-
Exhibit C-Contract Survey Labor	\$	-
Exhibit D-Contract Environmental	\$	-
Exhibit E-Land Acquisition	\$	-
Exhibit F-Right-of-Way Clearing & Trimming Co	\$	-
Exhibit G1-Labor Costs	\$	-
Exhibit G2 -Equipment Costs	\$	-
Exhibit H-Materials Costs	\$	-
<b>Total Costs of Proposed Relocation</b>	<b>\$</b>	<b>3,899.11</b>



## Transportation

Erica Parish, Agency Director

District 4

Item No. 43.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve a contract with Ohmshiv Construction, LLC for Mableton Parkway Pedestrian Improvements, Phase 1, State P.I. No. 0016034, Cobb County Project No. X2762, CCDOT Contract No. 001049.

### **BACKGROUND**

Mableton Parkway Pedestrian Improvements is an approved project in the Sidewalks Component of the 2016 SPLOST Transportation Improvements Program (TIP).

Phase 1 of the project consists of construction of ten-foot wide trail with curb and gutter on the west side of Mableton Parkway, and a five-foot wide sidewalk with curb and gutter on the east side, from Factory Shoals Road to Discovery Boulevard. Traffic signal upgrades are also included at signalized intersections within the project limits. The total length of the project is approximately 2.52 miles.

On April 25, 2017, the Board of Commissioners adopted a resolution authorizing the submission of a Transportation Improvement Program Grant application to the Atlanta Regional Commission (ARC) for construction of Mableton Parkway Pedestrian Improvements, from Factory Shoals Road to the Chattahoochee River. The project was selected for a FY19 funding award by ARC, and is identified in the approved Regional Transportation Improvement Program as CO-471, P.I. No. 0016034.

On August 13, 2019, the Board adopted a resolution authorizing submission of Surface Transportation Block Grant (STBG) and Transportation Alternatives Program (TAP) Grant requests to the Federal Transit Administration (FTA), in an amount not to exceed \$4,100,000.00, for capital assistance for Mableton Parkway Pedestrian Improvements, Phase 1. The Board also authorized acceptance of discretionary STBG and TAP Grant funding.

FTA has approved the FY19 STBG/TAP combined funding award, which will provide federal funding assistance of 80 percent for the total \$4,100,000.00 project cost, in an amount not to exceed \$3,280,000.00, within the Section 5307 Super Grant Program budget for Grant No. GA 2019-006-00. A 20 percent local match, in an amount not to exceed \$820,000.00, is required. Local match funding is available in the 2016

SPLOST TIP Fund, as previously approved by the Board.

The Invitation to Bid was advertised in the *Marietta Daily Journal* on July 17, 24, and 31, 2020, and again on August 7, 2020. Bids were received on August 13, 2020, from the following companies:

<u>Company</u>	<u>Bid Amount</u>
Ohmshiv Construction, LLC	\$6,277,184.50
Lewallen Construction	\$6,332,122.59
CMES, Inc.	\$6,676,512.00
Astra Group, Inc.	\$6,987,788.00
Vertical Earth Inc.	\$7,086,819.10
C.W. Matthews Contracting Company, Inc.	\$7,150,055.72
Glosson Enterprises, LLC	\$7,858,614.60
JHC Corporation	\$8,808,927.67

The low bid of \$6,277,184.50 from Ohmshiv Construction, LLC was reviewed and found to be reasonable and responsive. Bid tabulation consisted of \$5,609,781.50 in roadway costs and \$667,403.00 in Water System costs. The scheduled completion date for this project is 730 consecutive calendar days from issuance of the Notice to Proceed.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

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

Transfer from:	347-050-X270-X270-8761-X2762-C	Preliminary Estimate	\$5,076,000.00
	347-050-X270-X270-8781-X2762-U	Preliminary Estimate	\$ 140,000.00
	347-050-X270-X270-8761-X2766-C	Preliminary Estimate	\$ 393,781.50
Transfer to:	347-050-X270-X270-8762-X2762-C	Turnkey Construction	\$5,609,781.50

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, Sidewalks.

Mableton Parkway Pedestrian Improvements 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 4 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.

SPLOST Project Summary as of August 5, 2020:

Mableton Parkway Pedestrian Improvements, Phase 1 Budget: \$5,705,000.00 Expended: \$409,295.03

Available in the Water System DOT Projects - Relocate Lines Adopted CIP Budget, with the following budget transfers:

Transfer from: DOT Projects - Relocate Lines			
510-500-5756-8005-W4069-Z	Preliminary Estimate		\$692,433.00
Transfer to: Mableton Parkway Pedestrian Improvements			
510-500-5756-8260-W4413-C	Construction		\$667,403.00
510-500-5756-6613-W4413-A	Interest Expense on Retainage	\$	1,670.00
510-500-5756-8265-W4413-M	Materials and Supplies	\$	10,000.00
510-500-5756-8810-W4413-T	Contingency	\$	<u>13,360.00</u>
	Total:		\$692,433.00

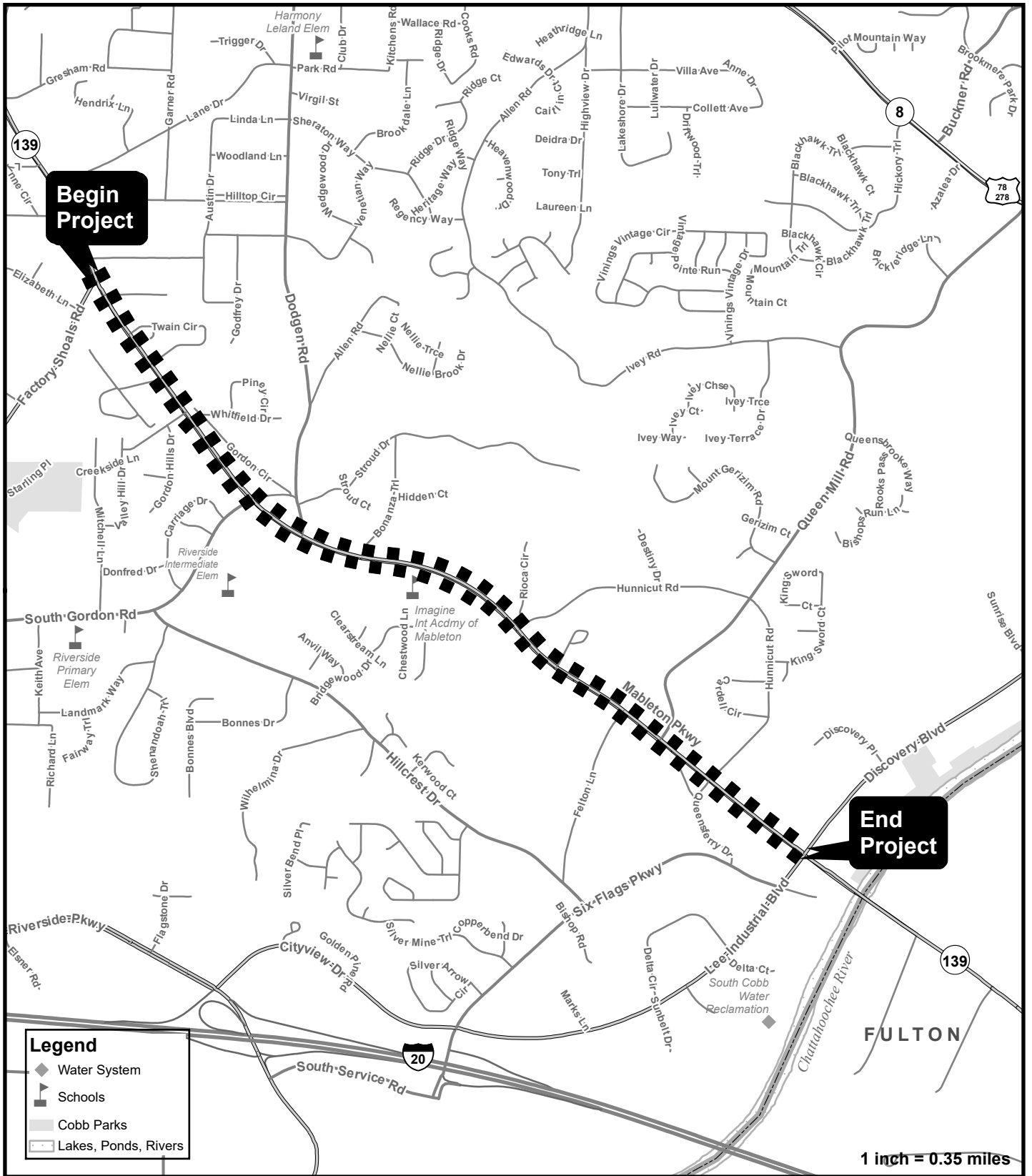
**RECOMMENDATION**

The Board of Commissioners approve a contract with Ohmshiv Construction, LLC, in an amount not to exceed \$6,277,184.50, for Mableton Parkway Pedestrian Improvements, Phase 1, State P.I. No. 0016034, Cobb County Project No. X2762, CCDOT Contract No. 001049; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map

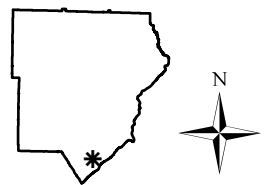
# LOCATION MAP



Department of Transportation

**PROJECT:**  
**Mableton Parkway Pedestrian Improvements, Phase 1**  
**Project No. X2762**

DATE: September 8, 2020



Notes: Commission District 4



## Transportation

Erica Parish, Agency Director

Districts 2, 4

Item No. 44.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Erica Parish, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve a letter of coordination and concurrence from the Georgia Department of Transportation for impacts to multiple County trails associated with the I-285 Top End Express Lanes project, State P.I. No. 0001758.

### **BACKGROUND**

The I-285 Top End Express Lanes project proposes to add two new elevated, barrier-separated express lanes in each direction across the top end of I-285, alongside the existing general-purpose lanes, from I-75 on the west to I-85 on the east. The I-285 Westside Express Lanes project will add one new buffer-separated express lane in each direction on I-285, from I-20 to I-75.

On September 11, 2018, the Board of Commissioners adopted a resolution in support of a Georgia Department of Transportation preliminary plan for access points along future I-285 Express Lanes projects.

The proposed project is anticipated to have temporary impacts on four Cobb County trails. Construction will result in temporary, short duration closures of specific trail sections on Bob Callan/Rottenwood Creek Trail, Mountain-to-River Trail, Silver Comet Cumberland Connector Trail, and Interstate North Trail. In addition, the proposed project may require a minor conversion of 0.03 acres of property, within the boundary of the Bob Callan/Rottenwood Creek Trail, from the County to the Georgia Department of Transportation (GDOT).

The Department is in receipt of a letter of coordination from GDOT for unavoidable impacts to these four Cobb County trails. The letter requests County concurrence with GDOT's determination that these unavoidable impacts and the potential conveyance of required right-of-way within the boundary of Bob Callan/Rottenwood Creek Trail would not adversely affect the recreational activities, features, or attributes of the trails. County concurrence will allow GDOT to obtain required Federal Highway Administration approval to proceed with this project.

As GDOT proceeds with design of the I-285 Top End Express Lanes project, temporary impacts to these trails will be further specified. If it is determined that property within the Bob Callan/Rottenwood Creek Trail will



be required, an agenda item will be presented to the Board requesting authorization for conveyance of the required right-of-way to GDOT.

The Department recommends that Erica Parish, Department of Transportation Agency Director, be designated as the authorized representative to sign the letter of coordination and concurrence from GDOT, and to serve as the Department contact for all matters associated with future determination of adverse impacts to County trails associated with this GDOT project.

The letter of coordination and concurrence with GDOT has been reviewed by the County Attorney's Office.

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners approve a letter of coordination and concurrence from the Georgia Department of Transportation for impacts to multiple County trails associated with the I-285 Top End Express Lanes project, State P.I. No. 0001758; and authorize Erica Parish, Department of Transportation Agency Director, to sign the letter on behalf of Cobb County.

**ATTACHMENTS**

1. GDOT Letter



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

July 10, 2020

Mr. Jim Gisi, Cobb County Parks Director  
Cobb County Parks Department  
1792 County Services Parkway  
Marietta, Georgia 30008  
jimmy.gisi@cobbcounty.org  
parksinfo@cobbcounty.org

RE: Bob Callan/Rottenwood Creek Trail, Mountain-to-River Trail, Silver Comet Cumberland Connector Trail, and Interstate North Trail  
Top End I-285 Express Lanes  
GDOT Project PI No. 0001758, Cobb, Fulton and DeKalb Counties

Dear Mr. Gisi:

The purpose of this letter is to conduct coordination with your office for unavoidable impacts to multiple trails under the jurisdiction of the Cobb County Parks Department, following the requirements of Section 4(f) of the Department of Transportation Act (recodified in 49 USC 303 and 23 USC 138).

The Georgia Department of Transportation (GDOT) in coordination with the Federal Highway Administration (FHWA) has initiated a project to construct express lanes along the top end of Interstate 285 (I-285). The proposed project would include express lanes (ELs) in each direction along 18.0 miles of I-285 from just south of Paces Ferry Road (Exit 18) to Henderson Road, along 3.5 miles of State Route (SR) 400 from south of the Glenridge Connector to the vicinity of the North Springs MARTA Station, along with the reconstruction of 1.0 mile of existing high occupancy/toll (HOT) lanes on I-85. Specifically, the project proposes one EL in each direction tying into existing high occupancy toll lanes along I-85 from I-285 north to Pleasantdale Road; one EL in each direction along I-285 from the western terminus of the project to the Interstate 75 (I-75)/I-285 Interchange; two ELs in each direction from the I-75/I-285 Interchange to the I-85/I-285 Interchange; one EL in each direction from the I-85/I-285 Interchange to the eastern terminus of the project along I-285; one EL in each direction along SR 400 from Northland Drive to the I-285/SR 400 Interchange; and two ELs in each direction from the I-285/SR 400 interchange to the North Springs MARTA Station. This project will tie in to the I-75 Northwest Corridor (NWC) ELs.

The proposed project would require a minor conversion of property within the boundary of the Bob Callan/Rottenwood Creek Trail into transportation right-of-way (ROW). In addition, the project is anticipated to result in temporary, short duration closures at the Bob Callan/Rottenwood Creek Trail, Mountain-to-River Trail, the Silver Comet Cumberland Connector Trail, and the Interstate North Trail. This letter provides details of the proposed impact to each trail and requests (1) your concurrence that the minor ROW take from the Bob Callan/Rottenwood Creek Trail would result in a "no adverse effect" determination, thus allowing the FHWA to make the de minimis impact finding and (2) your acknowledgement that the project, as proposed, is in compliance with the temporary impacts provisions of Section 4(f) for the aforementioned temporary closures.

The proposed project's impact to each trail is described in the following paragraphs.

**(1) No Adverse Effect Request for Bob Callan/Rottenwood Creek Trail**

The proposed project would require 0.03 acre of ROW acquisition from within the Bob Callan/Rottenwood Creek Trail property. Cobb County Parks Department would be entitled to reimbursement for property at fair-market value. Similar to the existing section of the trail immediately north of the proposed ROW acquisition where the trail is located within GDOT ROW, an access permit from the GDOT District Seven Traffic Operations office will be required. As part of the ROW acquisition process, GDOT will work with Cobb County to complete the application for the new GDOT ROW access permit. The proposed project would also require temporary, short duration closures of the Bob Callan/Rottenwood Creek Trail (below I-285, south of Interstate North Parkway and north of Akers Mill Road) while the express lanes are being constructed above the trail. The purpose of the closure would be to ensure the safety of trail users when active construction of the express lanes is occurring over the localized trail areas. The project proposes to bridge over the trail and would not permanently affect its operation (see attached Figure 1). The express lanes would be permanently located above the existing trail at some locations, at an average height of 50 feet from the ground. The trail is currently paved and is adjacent to Rottenwood Creek (see attached Photographs #1 - #3).

As a recreational trail owned by Cobb County Parks Department, this trail is afforded special protections under Section 4(f) of the Department of Transportation Act (recodified in 49 USC 303 and 23 USC 138). Under the provisions of Section 4(f), if the proposed project would result in adverse effects to the trail, the transportation agency must conduct an evaluation to demonstrate that there is no prudent and feasible alternative to the use of the Section 4(f) property. Because this evaluation can be expensive and potentially result in project delays, an exemption is provided in cases where the official with jurisdiction over the trail concurs in a determination that the impacts are not adverse. This concurrence enables FHWA to make a *de minimis* (minimal impact) finding, which satisfies the requirements of Section 4(f) and precludes the need for a Section 4(f) Evaluation.

**(2) Temporary Occupation Acknowledgement for Additional Trails**

In accordance with 23 CFR 774.13(d), temporary impacts (occupancies) will not constitute a Section 4(f) use when all of the conditions listed below are satisfied:

1. Duration must be temporary, i.e., less than the time needed for construction of the project, and there should be no change in ownership of the land;
2. Scope of the work must be minor, i.e., both the nature and the magnitude of the changes to the Section 4(f) property are minimal;
3. There are no anticipated permanent adverse physical impacts, nor will there be interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis;
4. The land being used must be fully restored, i.e., the property must be returned to a condition which is at least as good as that which existed prior to the project; and
5. There must be documented agreement of the official(s) with jurisdiction over the Section 4(f) resource regarding the above conditions.

The project is expected to have temporary impacts to three trails for which your acknowledgement is requested:

### **Mountain-to-River Trail**

The proposed project would require construction of express lanes over the Mountain-to-River Trail. Temporary, short duration closures of the trail over I-285 may be required during construction (see attached Figure 2). The trail currently consists of a caged bridge over I-285 (see attached Photographs #4 – 6). The purpose of the closure would be to ensure the safety of trail users when active construction of the express lanes is occurring over the localized trail areas. The express lanes would be permanently located above the existing trail at some locations, at an average height of 60 feet from the ground.

### **Silver Comet Cumberland Connector Trail**

The proposed project would require ROW acquisition of a property owned by Pointe Crest Apartments LLC adjacent to the Silver Comet Cumberland Connector Trail for the construction of drainage facilities related to the project. Temporary, short duration closures of the trail in the area of this proposed ROW acquisition may be required during construction (see attached Figure 3). The purpose of the closure would be to ensure the safety of trail users when active construction of the drainage facilities is occurring near the localized trail areas. The trail currently consists of a caged bridge over I-285 and a paved sidewalk along Cumberland Parkway SE (see attached Photographs #7 - #9).

### **Interstate North Trail**

The proposed project would require 1.8 acres of ROW acquisition of a property owned by Verizon Data Centers I LLC adjacent to the Interstate North trail for the construction of drainage facilities related to the project. Temporary, short duration closures of the trail in the area of this proposed ROW acquisition may be required during construction (see attached Figure 4). The purpose of the closure would be to ensure the safety of trail users when active construction of the drainage facilities is occurring near the localized trail areas. The trail currently consists of a paved sidewalk along Interstate North Parkway NE (see attached Photographs #10-#11).

### **Concurrence with the No Adverse Effects Determination**

#### **Bob Callan/Rottenwood Creek Trail**

If you agree that the acquisition of right-of-way as shown on the aerial photography would not adversely affect the recreational activities, features, and attributes that qualify the Bob Callan/Rottenwood Creek Trail for protection under Section 4(f), the GDOT requests that you sign and date this letter in the spaces below.

### **Acknowledgement of Provisions of Temporary Impacts (Occupancies)**

If you agree that the temporary, short duration closures of the Bob Callan/Rottenwood Creek Trail, Mountain-to-River Trail, Silver Comet Cumberland Connector Trail, and Interstate North Trail due to the construction activities for this project satisfy the provisions of temporary impacts (occupancies) and do not constitute Section 4(f) use, the GDOT requests that you sign and date this letter in the spaces below.

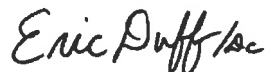
**As the official with jurisdiction over the Bob Callan/Rottenwood Creek Trail, I concur in a determination that the proposed transportation project as described in this letter and shown on the accompanying attachment would not adversely affect the activities, features, and attributes that qualify the recreational trail for protection under Section 4(f). I have also been informed that, based on my concurrence, the FHWA intends to make a *de minimis* finding regarding impacts to the Bob Callan/Rottenwood Creek Trail thus satisfying the requirements of Section 4(f). As the official with jurisdiction over the Mountain-to-River**

**Trail, Silver Comet Cumberland Connector Trail, and Interstate North Trail, I acknowledge the provisions regarding temporary impacts (occupancies) are satisfied and do not constitute Section 4(f) use.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

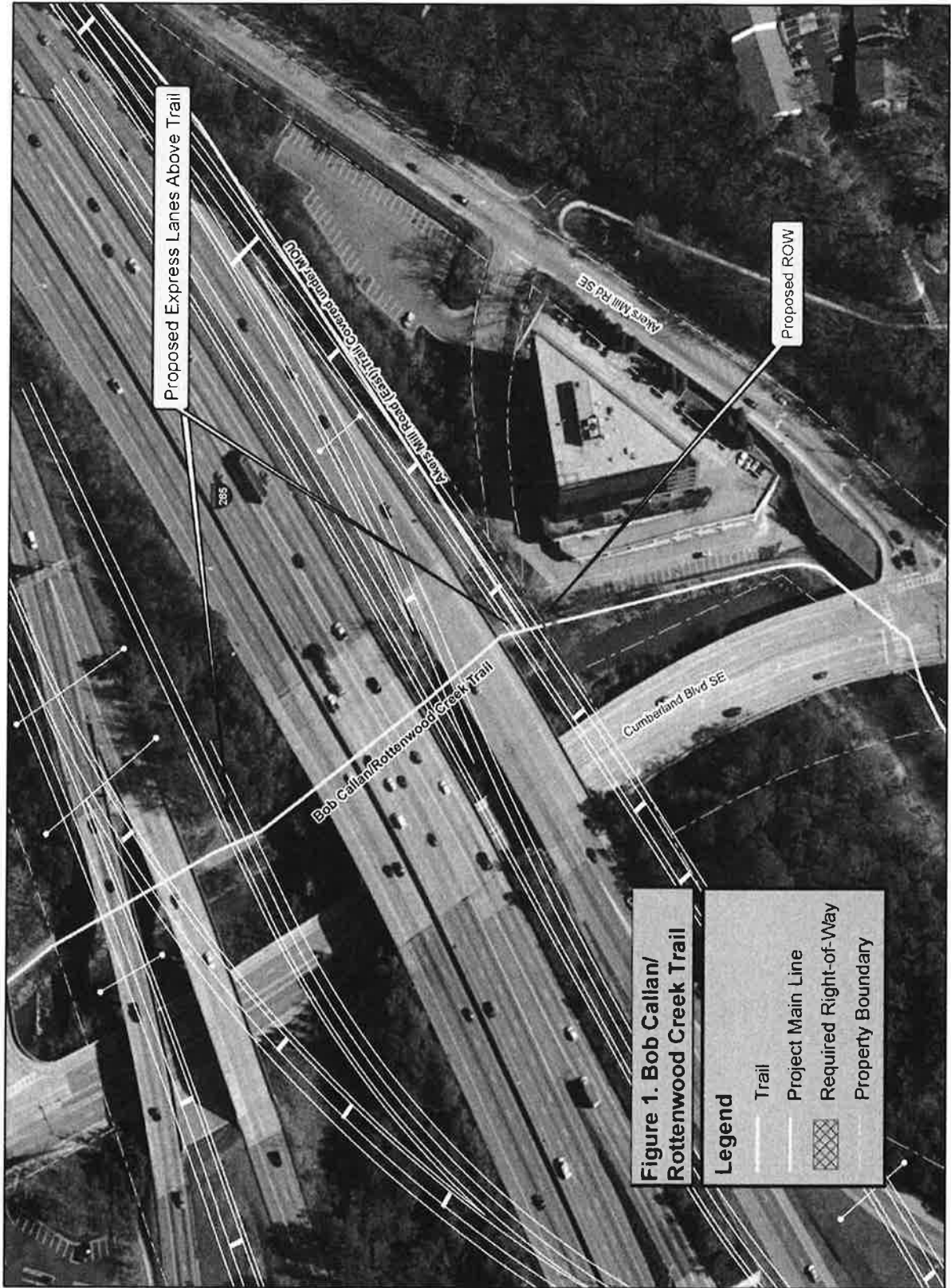
After signing and dating this letter, we ask that you return a copy to the attention of Kaelin Priger at the Georgia Department of Transportation, Office of Environmental Services, 600 West Peachtree Street Atlanta, Georgia 30308, or email to [KPriger@dot.ga.gov](mailto:KPriger@dot.ga.gov). The GDOT appreciates your assistance in making this transportation project possible. Should you have any questions or concerns, please call Ms. Priger at (404) 631-1362.

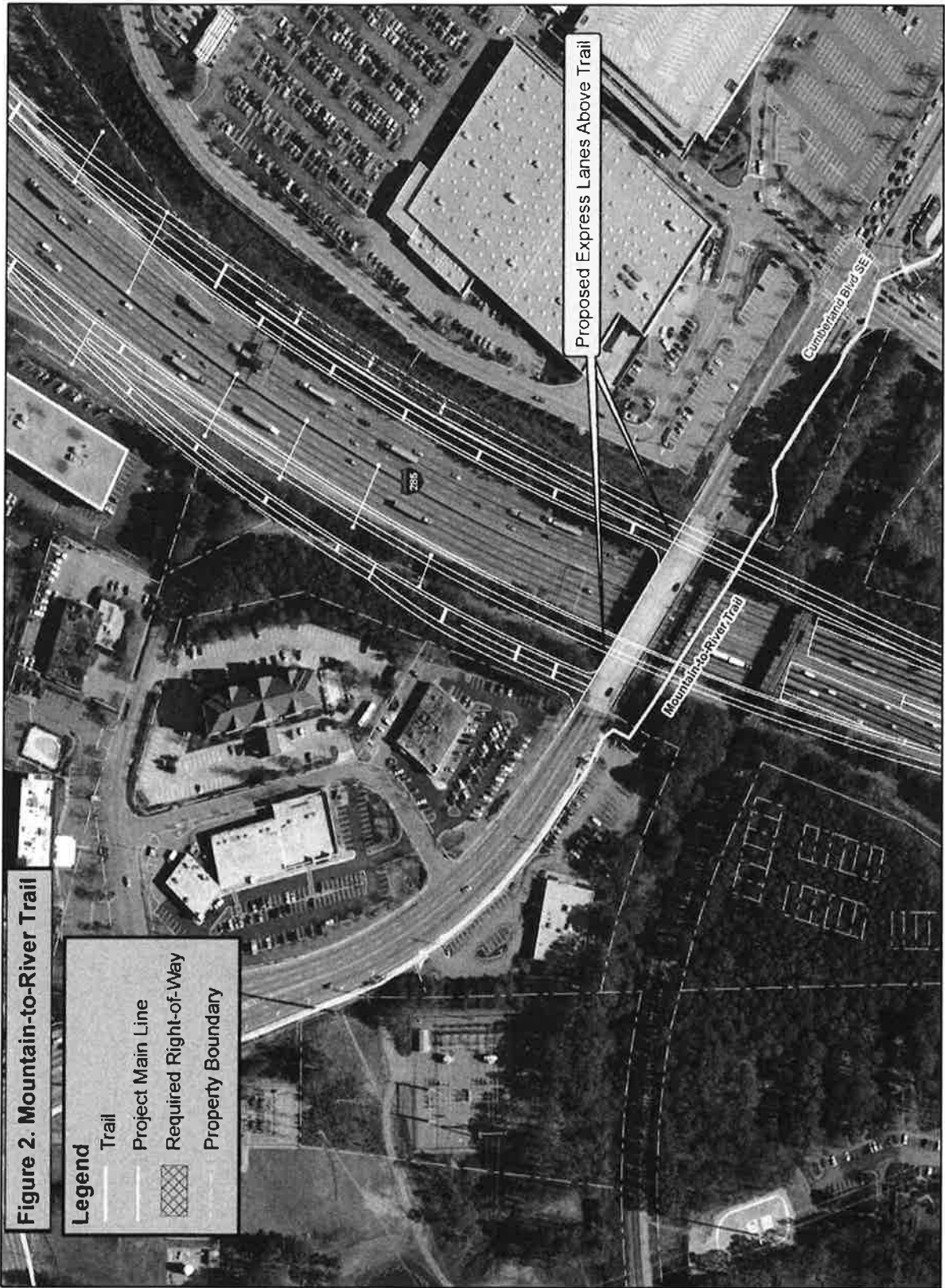
Sincerely,



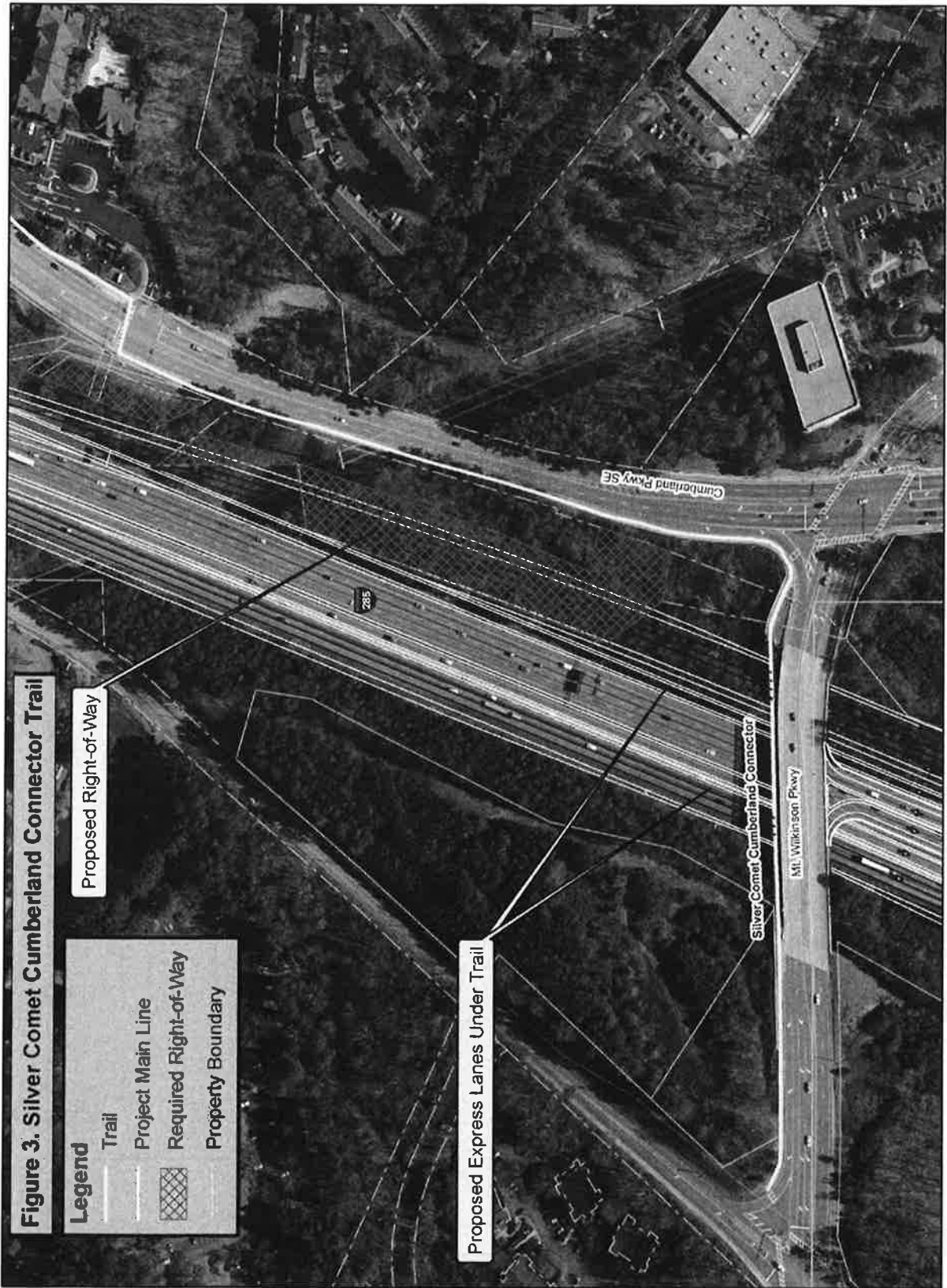
Eric Duff  
State Environmental Administrator

Cc: Tim Matthews, GDOT  
Drew Pitman, HNTB











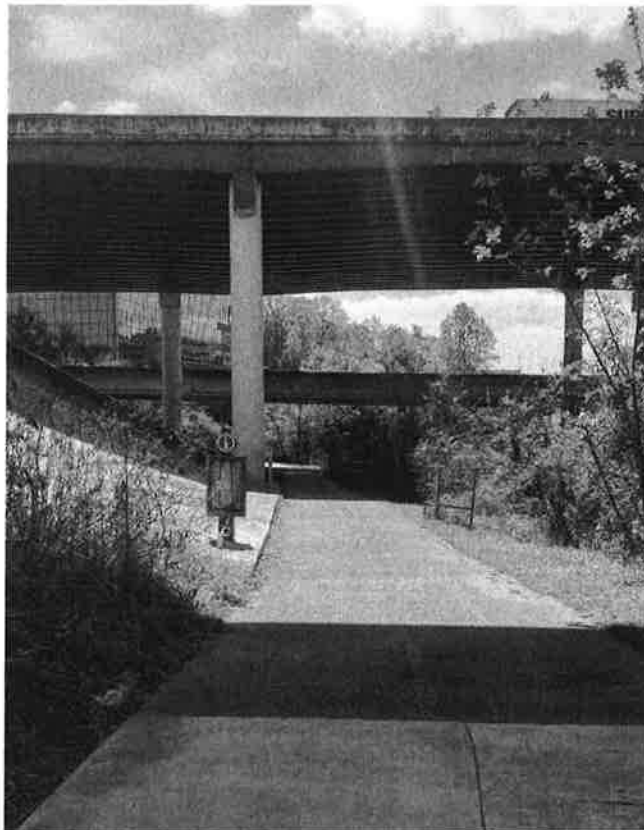




Photograph #1- Bob Callan/Rottenwood Creek Trail- View of existing trail under I-285 where required ROW is proposed and express lanes are to be constructed above the trail. Photographer facing north.



Photograph #2- Bob Callan/Rottenwood Creek Trail- View of existing trail connection to Akers Mill (East) Trail. Photographer facing east.



Photograph #3- Bob Callan/Rottenwood Creek Trail- View of existing trail under I-285 where proposed express lanes are to be constructed above the trail. Photographer facing south.



Photograph #4- Mountain-to-River Trail- View of existing trail from commercial parking lot where proposed express lanes are to be constructed over the trail. Photographer facing east.



Photograph #5- Mountain-to-River Trail- View of existing trail over I-285, adjacent to Cumberland Blvd SE where proposed express lanes are to be constructed over the trail. Photographer facing northeast.



Photograph #6- Mountain-to-River Trail- View of existing trail over I-285, adjacent to Cumberland Blvd SE where proposed express lanes are to be constructed over the trail. Photographer facing west.

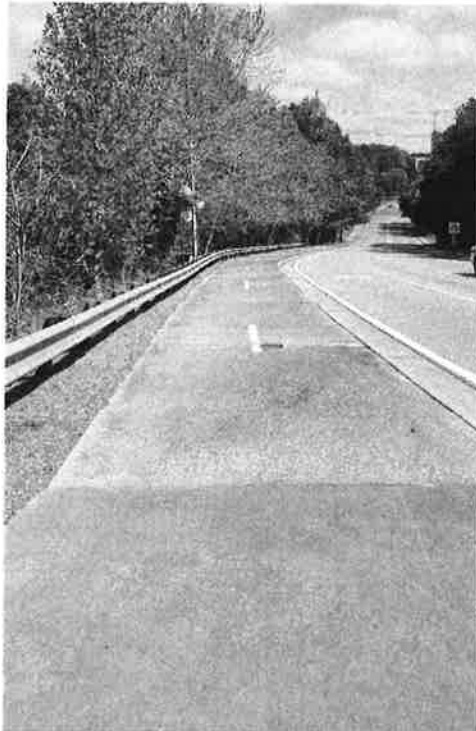




Photograph #7- Silver Comet Cumberland Connector- View of existing trail at Mt. Wilkinson Parkway where proposed express lanes are to be constructed under the trail. Photographer facing west.



Photograph #8- Silver Comet Cumberland Connector- View of area adjacent to trail, along Cumberland Parkway SE where required ROW is proposed for potential drainage structures. Photographer facing west.



Photograph #9- Silver Comet Cumberland Connector- View of existing trail adjacent to Cumberland Parkway SE. Photographer facing north.



Photograph #10- Interstate North Trail- View of existing trail along Interstate North Parkway SE where anticipated short-term closures of the trail are located. Photographer facing west.



Photograph #11- Interstate North Trail- View of existing trail along Interstate North Parkway SE where anticipated short-term closures of the trail are located. Photographer facing east.



## **PARKS**

Jimmy Gisi, PARKS Director

Districts 1, 3, 4

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**Item No. 45.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Jimmy Gisi, PARKS Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve a Project Agreement with Controlled Access, Inc. for the installation of the County's enterprise access control and surveillance system in four Cobb PARKS facilities, under the 2016 PARKS SPLOST program.

### **BACKGROUND**

The 2016 PARKS SPLOST program includes technology improvements and upgrades in various county parks. Cobb PARKS plans to enhance the safety and security of PARKS facilities by providing a tool to aid PARKS and the Cobb Public Safety Department in their efforts to prevent and solve crimes. This project includes the installation of networked security cameras and related hardware and software.

On February 14, 2017, the Board of Commissioners authorized the issuance of and advertisement for a Request for Qualifications (RFQ) to pre-qualify vendors capable of providing design, installation and maintenance services for the County's enterprise video surveillance and access control system.

On November 13, 2018 the Board of Commissioners approved Master Agreements with the three (3) pre-qualified firms: Controlled Access, Inc., Convergent Technologies, and OnePath for adding additional departments/facilities to Cobb County's enterprise and control access system. Each pre-qualified firm has the opportunity to bid on individual projects.

Working with Information Services, Cobb PARKS has identified four facilities to include in this phase of the project that would benefit most from these enhanced security measures: Central Aquatic Center; West Cobb Aquatic Center, South Cobb Aquatic Center, and Fair Oaks Tennis Center. Cameras will provide internal and external coverage, including facility entrances, parking areas, roadway approaches, etc. The system will include a combination of a network video recorder, dome cameras, bullet cameras, multi-sensor cameras, an uninterruptible power supply, surge protection and all cable and connections for a fully functional video surveillance system.

All three pre-qualified firms were invited to provide project bids, based on the system design for each facility.



Controlled Access, Inc. provided the sole proposal, in an amount not to exceed \$125,485.19.

**IMPACT STATEMENT**

Maintenance on all parts and service is covered under a one-year warranty from Controlled Access, Inc. Additionally, there is a three-year manufacturer’s warranty on all parts. Beginning in FY22 and beyond, maintenance costs, if needed, will be covered by the department's operating budget.

**FUNDING**

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

347-105-X064-X0642C-8481 (Technology Improvements)	\$125,239.09
347-105-X064-X0642A-8481 (Technology Improvements)	\$ 246.10

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

Technology improvements, installations and upgrades are eligible projects under the 2016 SPLOST (Cobb County 2016 SPLOST, Page 31). The installation of Cobb County’s enterprise surveillance system in four PARKS facilities will enhance the safety and security of these facilities.

SPLOST Project Summary as of August 5, 2020 (Technology Improvements)

Budget:	\$815,927.20	Expended to Date:	\$681,357.01
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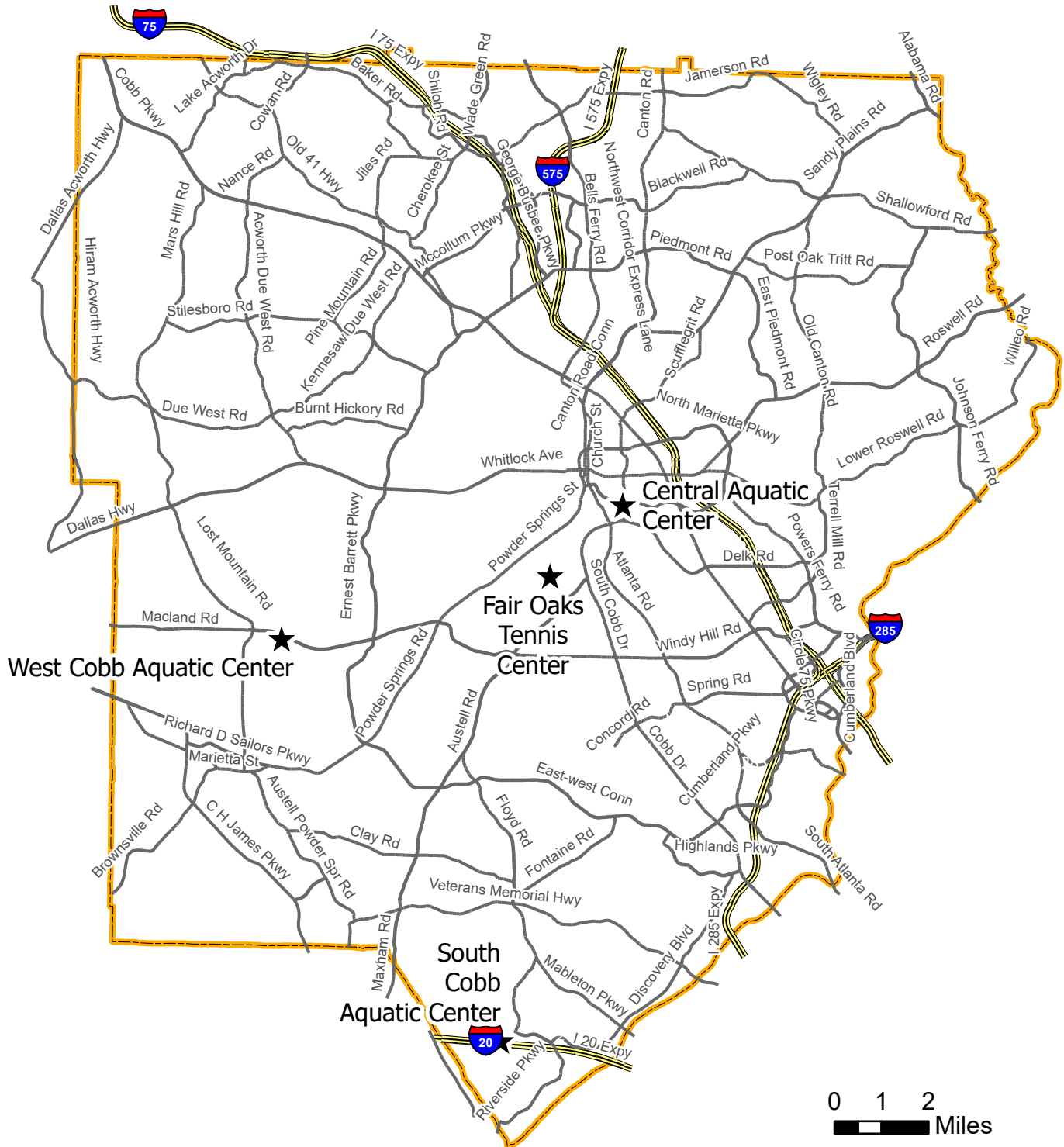
**RECOMMENDATION**

The Board of Commissioners approve a Project Agreement with Controlled Access, Inc. in an amount not to exceed \$125,485.19, for the installation of the County’s enterprise access control and surveillance system in four Cobb PARKS facilities under the 2016 PARKS SPLOST program; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

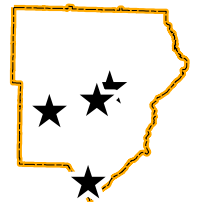
**ATTACHMENTS**

1. Location Map

# LOCATION MAP



Fair Oaks Tennis Center - District 1  
 West Cobb Aquatic Center - District 1  
 Central Aquatic Center - District 3  
 South Cobb Aquatic Center - District 4





## Support Services

Sharon Stanley, Agency Director

Districts All

Item No. 46.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Sharon Stanley, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To authorize the amended appropriation of funds from the sale of property located at 4489 Acworth Industrial Boulevard in Acworth, Georgia.

### **BACKGROUND**

On August 11, 2020, the Board of Commissioners authorized a contract for the sale of property situated at 4489 Acworth Industrial Boulevard in Acworth, Georgia. The proceeds of that sale were directed to the General Fund, undesignated contingency.

Further review of expenditures incurred by the County in association with said property show that there were a number of capital maintenance projects funded from the 2011 SPLOST program.

We request an adjustment to the previous funding allocation of sale proceeds to reimburse that SPLOST Fund for the expenditures initially paid by that Fund.

### **IMPACT STATEMENT**

This item will reimburse the 2011 SPLOST Fund for expenditures incurred for the maintenance of the property at 4489 Acworth Industrial Boulevard in Acworth, Georgia, from the sale proceeds of said property.

**FUNDING**

Decrease Revenue:	010-015-0145-4944 (Sale of Prop.)	\$105,851.71
Decrease Expenditure:	010-015-0145-8854 (Undes. Contingency)	\$105,851.71
Increase Revenue:	345-110-E076-E0767-C-4944 (Sale of Prop.)	\$ 29,201.58
Increase Expenditure:	345-110-E076-E0767-C-8435 (HVAC)	\$ 29,201.58
Increase Revenue:	345-110-E080-E0808-C-4944 (Sale of Prop.)	\$ 4,885.13
Increase Expenditure:	345-110-E080-E0808-C-8112 (Electrical)	\$ 4,885.13
Increase Revenue:	345-110-E070-E0708-C-4944 (Sale of Prop.)	\$ 26,835.00
Increase Expenditure:	345-110-E070-E0708-C-8110 (Windows)	\$ 26,835.00
Increase Revenue:	345-110-E072-E0735-C-4944 (Sale of Prop.)	\$ 44,930.00
Increase Expenditure:	345-110-E072-E0735-C-8111 (Roofing)	\$ 44,930.00

**RECOMMENDATION**

The Board of Commissioners authorize the amended appropriation of funds from the sale of property located at 4489 Acworth Industrial Boulevard in Acworth, Georgia to reimburse the 2011 SPLOST Fund; 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 4

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Item No. 47.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Scott Barfield, Property Management Director  
Randy Crider, Agency Director  
Sharon Stanley, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve Supplemental Agreement No. 2 to the contract with Fire Systems, Inc., for additional work related to the sprinkler system at the Public Safety Training Center, 2016 SPLOST Program X1050.

### **BACKGROUND**

The new Public Safety Training Center project was approved in the 2016 Special Purpose Local Option Sales Tax (SPLOST) program in the general election held on November 4, 2014.

On March 26, 2019, Property Management procured Croft & Associates to provide architectural and engineering drawings for the Public Safety Training Center, located at 2435 East West Connector, Austell, Georgia.

On September 10, 2019, the Board of Commissioners approved a contract with Fire Systems, Inc., in the amount of \$341,673.00, for work related to the sprinkler system.

On June 23, 2020, the Board approved supplemental agreement No. 1, in the amount of \$76,082.00, for substantial revisions to the construction drawings due to unforeseen conditions associated with the original sprinkler system, for a revised contract amount of \$417,755.00.

Supplemental Agreement No. 2, in the amount of \$22,481.00, is for modifications as required by the Fire Marshal to accommodate the need in the Police Evidence section for an expanded raised storage area. The revised contract amount will be \$440,236.00.

Original Contract Amount:	\$341,673.00
Supplemental Agreement No. 1	\$ 76,082.00
Supplemental Agreement No. 2	<u>\$ 22,481.00</u>
Revised Contract Amount:	\$440,236.00

**IMPACT STATEMENT**

Maintenance and operational costs associated with this project are included in the FY21 budget.

**FUNDING**

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

347-130-X105-8110-X1050-R	(Reno Buildings & Structures)	\$22,481.00
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Increase GAE 34709101951 in the amount of \$22,481.00

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 August 5, 2020:

Budget:	\$23,300,000.00	Expended:	\$18,107,291.88
	This agenda item:		<u>\$ 22,481.00</u>
			\$18,129,772.88

**RECOMMENDATION**

The Board of Commissioners approve Supplemental Agreement No. 2 to the contract with Fire Systems, Inc., in the amount of \$22,481.00, for additional work related to the sprinkler 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.

**ATTACHMENTS**

None



## Property Management

Scott Barfield, Property Management  
Director  
District 4

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Item No. 48.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Scott Barfield, Property Management Director  
Randy Crider, Agency Director  
Sharon Stanley, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve Supplemental Agreement No. 1 to the contract with Johnson Controls Fire Protection LP, for additional work related to the fire alarm system at the Public Safety Training Center, 2016 SPLOST Program X1050.

### **BACKGROUND**

The new Public Safety Training Center project was approved in the 2016 Special Purpose Local Option Sales Tax (SPLOST) program in the general election held on November 4, 2014.

On March 26, 2019, Property Management procured Croft & Associates to provide architectural and engineering drawings for the Public Safety Training Center.

On February 11, 2020, the Board of Commissioners approved 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.

Supplemental Agreement No.1, in the amount of \$18,922.00, allows for modifications to the construction drawings due to unforeseen conditions associated with the fire alarm system for a revised contract amount of \$132,753.00.

### **IMPACT STATEMENT**

Maintenance and operational costs associated with this project are included in the FY21 budget.

**FUNDING**

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

347-130-X105-8110-X1050-R (Reno Buildings & Structures) \$18,922.00

Increase GAE 34702112038 in the amount of \$18,922.00

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 August 5, 2020:

Budget: \$23,300,000.00 Expended: \$18,107,291.88

Immediate previous agenda item: \$22,481.00

This agenda item: \$18,922.00

\$18,148,694.88

**RECOMMENDATION**

The Board of Commissioners approve Supplemental Agreement No. 1 to the contract with Johnson Controls Fire Protection LP, in the amount of \$18,922.00, for additional 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.

**ATTACHMENTS**

None





## Property Management

Item No. 49.

Scott Barfield, Property Management  
Director  
District 4

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*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager  
**FROM:** Scott Barfield, Property Management Director  
Randy Crider, Agency Director  
Sharon Stanley, Agency Director  
**DATE:** September 8, 2020

### PURPOSE

To approve Supplemental Agreement No.1 (final) to the contract with Garland/Design Building Solutions, Inc., for exterior wall and roof restoration at the Public Safety Training Center, 2016 SPLOST Program X1050.

### BACKGROUND

The new Public Safety Training Center project was approved in the 2016 Special Purpose Local Option Sales Tax (SPLOST) program in the general election held on November 4, 2014.

The Public Safety Training Center is located at 2435 East-West Connector, Austell. The structure was built in 2003 and purchased by Cobb County in 2018 to house the Police Training facility.

On March 12, 2019, the Board of Commissioners approved a contract with Garland/Design Building Solutions, Inc., in the amount of \$1,024,183.00, for exterior wall cleaning, repairs and roof restoration to prevent water infiltration into the facility.

Supplemental Agreement No. 1, in the deductive amount of \$23,221.85, is for actual project costs. The original contract amount is based on estimated costs listed on the proposal.

Original Contract Amount:	\$1,024,183.00
Deductive SA 1:	\$ ( 23,221.85)
Revised Contract Amount:	\$1,000,961.15

**IMPACT STATEMENT**

N/A

**FUNDING**

Funding will be returned to the 2016 SPLOST project budget as follows:

Transfer from:	347-130-X105-2050-X1050-R	(Retainage-Garland/DBS)	\$23,221.85
Transfer to:	347-130-X105-8111-X1050-R	(Roofing Installations)	\$23,221.85

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 August 5, 2020:

Budget:	\$23,300,000.00	Expended:	\$18,107,291.88
	Previous two agenda items:		\$41,403.00
	This agenda item:		<u>(\$23,221.85)</u>
	-		\$18,125,473.03

**RECOMMENDATION**

The Board of Commissioners approve Supplemental Agreement No.1 (final) to the contract with Garland/Design Build Solutions, Inc., in the deductive amount of \$23,221.85 and final contract amount of \$1,000,961.15, for restoration of the existing exterior wall and roof at the Public Safety Training Center, 2435 East-West Connector, Austell, 2016 SPLOST project X1050; 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 4

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Item No. 50.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Scott Barfield, Property Management Director  
Randy Crider, Agency Director  
Sharon Stanley, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To approve Supplemental Agreement No. 1 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.

### **BACKGROUND**

The new Public Safety Training Center project was approved in the 2016 Special Purpose Local Option Sales Tax (SPLOST) program in the general election held on November 4, 2014.

On February 14, 2017, the Board of Commissioners authorized the issuance and advertisement for a Request for Qualifications (RFQ) to pre-qualify professional qualified vendors capable of providing design, installation and maintenance service for the County's enterprise video surveillance and access control systems.

On November 13, 2018, the Board approved Master Agreements with three (3) pre-qualified firms, Controlled Access, Inc., Convergent Technologies, and OnePath, for addition of departments/facilities to Cobb County's enterprise video surveillance and access control systems. Each pre-qualified firm has the opportunity to bid on individual projects to replace existing end-of-life systems or when new security requirements become apparent.

On February 11, 2020, the Board of Commissioners approved a contract in the amount of \$181,225.00 for the Department of Public Safety County's enterprise access control and surveillance system at the new Public Safety Training Center. Controlled Access, Inc., was the responsive bidder among the three pre-qualified vendors.

Supplemental Agreement No.1, in the amount of \$23,825.00, is for installation of an alarm system at the new Public Safety Training Center. This will include all network zone panels, keypads, sirens, cell module communicators, PIR sensors, door contacts, wireless repeater, wireless devices and all cable and connections. The revised contract amount will be \$205,050.00.

**IMPACT STATEMENT**

Maintenance on all parts is covered under a three-year manufacturer’s warranty.

**FUNDING**

Funds are available in the 2016 SPLOST project budget as follows:

347-130-X105-8481-X1050-R	(Security Equip)	\$23,825.00
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Increase GAE 34702112039 in the amount of \$23,825.00

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 August 5, 2020:

Budget: \$23,300,000.00		Expended:	\$18,107,291.88
		Previous three agenda items:	\$18,181.15
		This agenda item:	<u>\$23,825.00</u>
			\$18,149,298.03

**RECOMMENDATION**

The Board of Commissioners approve Supplemental Agreement No.1 to the contract with Controlled Access, Inc., in the amount of \$23,825.00, for additional 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

**ATTACHMENTS**

None



## Community Development

Jessica Guinn, Agency Director

District 2

Item No. 51.

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Jessica Guinn, Agency Director

**DATE:** September 8, 2020

### **PURPOSE**

To adopt the Johnson Ferry and Shallowford Road (JOSH) Small Area Plan.

### **BACKGROUND**

As indicated within the Community Work Program of the Cobb County 2040 Comprehensive Plan, Staff has prepared the Johnson Ferry and Shallowford Road Small Area Plan, also known as JOSH.

The JOSH study area, which is centered at the intersection of Johnson Ferry and Shallowford Roads, includes the commercial node surrounding the intersection, as well as adjacent and nearby residential neighborhoods. The JOSH plan consists of a series of recommendations that are guided by a vision that is largely driven by the desires of area residents and stakeholders. The plan is built on the foundation of five (5) key elements and the guiding principles that summarize and define the community's ideas and attitudes toward the future of the JOSH community.

The five elements focus on providing a redevelopment strategy that includes land use policy guidance and recommendations to support improved traffic flow and pedestrian mobility. Additionally, improvements to parks and greenspace, stormwater infrastructure, and a more cohesive and attractive identity to the area, are all intended to provide a strategic vision that staff, elected and appointed officials, builders and developers, as well as the public at-large, can refer to in the future when new development concepts are proposed within the study area.

On August 4, 2020, the Planning Commission conducted a hearing and viewed a presentation regarding the JOSH Small Area Plan. The Planning Commission voted to recommend approval of the JOSH plan (4-1) with minor revisions to the plan document.

### **IMPACT STATEMENT**

The JOSH Small Area Plan is intended to provide a general vision and framework for redevelopment and future improvements within the study area. If adopted, the plan and its recommendations will be incorporated into the Cobb 2040 Comprehensive Plan, making them official policy guidance for zoning/development/land

use matters.

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners adopt the Johnson Ferry and Shallowford Road (JOSH) Small Area Plan.

**ATTACHMENTS**

1. minutes

**MINUTES OF ZONING HEARING  
COBB COUNTY PLANNING COMMISSION  
AUGUST 4, 2020  
PAGE 11**

**OTHER BUSINESS**

**O.B. 2** To consider a recommendation to the Board of Commissioners regarding the *Johnson Ferry/Shallowford Road (JOSH) Small Area Plan*.

Mr. Jason Gaines, Community Development Planning Division Manager, presented information on the proposed *Johnson Ferry/Shallowford Road (JOSH) Small Area Plan*. A copy of the *JOSH Small Area Plan/Study* is on file in the County Clerk's Office.

The public hearing was opened, and Kevin Moore addressed the Commission. Following discussion, a motion was made for the proposed *JOSH Small Area Plan/Study* as follows:

MOTION: Motion by Waybright, second by Williams, to recommend **approval** of *Johnson Ferry/Shallowford Road (JOSH) Small Area Plan*, with the following changes/comments:

- 1. Delete Project No. 3 along Johnson Ferry Road, including the lake (page 39)**
- 2. The recommendations will remain recommendations; no funding is obligated at this time**
- 3. The community can use the recommendations as guidelines for civic groups to establish and implement as they find feasible**

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

**APPROVAL OF MINUTES**

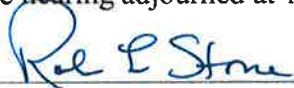
MOTION: Motion by Williams, second by Waybright, to **approve** the following minutes, *as presented*:

July 15, 2020 – Special Called Meeting/To Adopt Minutes  
July 27, 2020 - Special Called Meeting/Agenda Review Work Session

VOTE: **ADOPTED** 5-0

**ADJOURNMENT**

The hearing adjourned at 12:25 p.m.

  
\_\_\_\_\_  
Robin L. Stone, Deputy County Clerk  
Cobb County Planning Commission



## **BOC Chair**

Michael H. Boyce, Chairman

Districts All

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**Item No. 52.**

*Cobb County...Expect the Best!*

**TO:** Dr. Jackie R. McMorris, County Manager

**FROM:** Michael H. Boyce, Chairman

**DATE:** September 8, 2020

### **PURPOSE**

To approve the reappointments to the Region 1 Behavioral Health and Developmental Disabilities Planning Board.

### **BACKGROUND**

The Advisory Council was created to enable and encourage the development of comprehensive, preventive, early detection, habilitative, rehabilitative, and treatment disability services; to improve and expand community programs for the disabled; to provide continuity of care through integration of regional and state services and facilities for the disabled; to provide for joint disability services and the sharing of manpower and other resources throughout the region, as those regions are determined by the Department of Behavioral Health and Developmental Disabilities. The role of the advisory council may provide recommendations for the coordinated and comprehensive planning for its region in conformity with the minimum standards and procedures established by the department and to give a voice to consumers and their families and other citizens in the region in assessing needs.

Cobb may appoint one member for each population increment of 50,000 or any portion thereof. Members shall be persons from the following groups: consumers of disability services, family members of consumers, advocates for disability services or a local leader or business person with interest in mental health. Members are appointed for three year terms and serve until their successor is appointed and qualified.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A



**RECOMMENDATION**

The Board of Commissioners approve the reappointment of the following members to the Region 1 Behavioral Health and Developmental Disabilities Planning Board; Mary Lou Pagano for a term to expire on August 31, 2023; Kariba Tucker for a term to expire on August 31, 2023; Helen Riley for a term to expire on August 31, 2022; and Michael Kshatri to expire on August 31, 2023.

**ATTACHMENTS**

None