

**MINUTES OF REGULAR MEETING  
COBB COUNTY BOARD OF COMMISSIONERS  
APRIL 27, 2006  
7:00 P.M.**

The Regular Meeting of the Cobb County Board of Commissioners was held on Thursday, April 27, 2006 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 Samuel S. Olens  
Commissioner Helen Goreham  
Commissioner Annette Kesting  
Commissioner Joe L. Thompson

Not Present: Commissioner Tim Lee

**1. CALL TO ORDER – CHAIRMAN OLENS:**

Chairman Olens called the meeting to order.

**2. APPROVAL TO ADD THE FOLLOWING NON-AGENDA ITEMS TO THIS AGENDA FOR CONSIDERATION:**

MOTION: Motion by Goreham, second by Thompson, to approve the addition of the following non-agenda items to this agenda for consideration:

**TAB 7, ITEM NO. 45 – CONSENT – BUDGET AND INTERNAL AUDIT – Authorization to transfer and appropriate funds for the County Attorney's outside legal fees.**

**TAB 9, ITEM NO. 2 – REGULAR – COMMUNITY DEVELOPMENT – Authorization to enact a ninety (90) day moratorium on accepting applications for adult entertainment licenses and permits to allow staff to propose revisions to the Cobb County adult entertainment ordinance.**

VOTE: ADOPTED 4-0

**3. WITHDRAWAL OF REQUEST FOR PRESENTATION OF CERTIFICATE OF ACHIEVEMENT TO DANIEL LIVINGSTON CONNELL FOR ATTAINING THE RANK OF EAGLE SCOUT, THE HIGHEST HONOR GIVEN BY THE BOY SCOUTS OF AMERICA:**

The request for presentation of a Certificate of Achievement to Daniel Livingston Connell was withdrawn from this agenda.

**4. PRESENTATION OF PROCLAMATION TO THE COBB COUNTY POLICE DEPARTMENT'S DUI TASK FORCE/H.E.A.T. UNIT IN RECOGNITION OF RECEIVING THE 2005 MADD AGENCY OF THE YEAR AWARD:**

Commissioner Goreham read and presented the following proclamation to members of the Cobb County Police Department's DUI Task Force/H.E.A.T. Unit, in recognition of receiving the *2005 MADD AGENCY OF THE YEAR AWARD*:

**WHEREAS:** The Georgia Mothers Against Drunk Driving (MADD) held a recognition event on March 24, 2006 in Macon, Georgia where awards were given to law enforcement agencies and individual law enforcement officers; and

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4. **PRESENTATION OF PROCLAMATION TO THE COBB COUNTY POLICE DEPARTMENT'S DUI TASK FORCE/H.E.A.T. UNIT IN RECOGNITION OF RECEIVING THE 2005 MADD AGENCY OF THE YEAR AWARD (CONT.):**

**WHEREAS:** The Cobb County Police Department Special Operations DUI Task Force received the 2005 MADD Agency of the Year Award that is presented to the agency that demonstrates excellence in the implementation of innovative techniques in the detection and deterrence of DUI, emphasizes community involvement and participates in statewide collaborative efforts; and

**WHEREAS:** The Cobb County Police Department Special Operations DUI Task Force made more than 1,200 DUI arrests in 2005, which was more than any police agency in the State of Georgia, while being very involved in local schools working to educate students on the negative consequences of underage drinking; and

**WHEREAS:** Cobb County Police Officer Collar, Officer Gray, Officer McClure and Officer Nolen received gold pins for making more than 100 DUI arrests, and Officer Clark, Officer Gundlach, Officer Poole and Officer Williams received silver pins for making between 50 and 99 DUI arrests in 2005; now

**THEREFORE:** We, the Cobb County Board of Commissioners, do hereby recognize the Cobb County Police Department DUI Task Force for their exceptional efforts that led to the receipt of this prestigious award from the Georgia Chapter of MADD.

This, the 27<sup>th</sup> day of April 2006.

5. **CONDUCT OF PUBLIC HEARING FOR EMPLOYMENT OF A CONSULTANT WHERE CONTRACT FEES MAY EXCEED \$100,000.00 FOR ENGINEERING CONSULTANT SERVICES TO REMAP FLOODPLAIN LIMITS IN PRIORITY AREAS 1 AND 2 – PROGRAM NO. SW0653 – WATER SYSTEM:**

Mr. Bob Brice, Director of the Water System, provided background information on the project.

The Public Hearing was opened regarding the employment of a consultant where contract fees may exceed \$100,000.00 for engineering consultant services to remap floodplain limits in Priority Areas 1 and 2 in western portions of Cobb County, Program No. SW0653.

Chairman Olens asked those wishing to address the Board to come forward. There being no public comment, the Public Hearing was closed.

No action was required by the Board.

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6. **CONDUCT OF PUBLIC HEARING FOR EMPLOYMENT OF A CONSULTANT WHERE CONTRACT FEES MAY EXCEED \$100,000.00 FOR ENGINEERING DESIGN SERVICES FOR VARIOUS PROJECTS IN THE 2005 TRANSPORTATION IMPROVEMENTS PROGRAM – TRANSPORTATION:**

Mr. David Montanye, Director of Transportation, provided background information on the project.

The Public Hearing was opened regarding the employment of a consultant where contract fees may exceed \$100,000.00 for engineering design services for various projects in the 2005 Transportation Improvements Program.

Chairman Olens asked those wishing to address the Board to come forward. There being no public comment, the Public Hearing was closed.

No action was required by the Board.

7. **CONDUCT OF PUBLIC HEARING RELATIVE TO A PROPOSED CABLE TELEVISION FRANCHISE AGREEMENT WITH BELLSOUTH ENTERTAINMENT – COMMUNICATIONS:**

Mr. Robert Quigley, Director of Communications, provided background information on a proposed cable television franchise agreement with Bellsouth Entertainment.

The Public Hearing was opened and Chairman Olens asked those wishing to address the Board to come forward. The following addressed the Board:

Mr. Mackie, Comcast  
Mr. Don Granger, Bellsouth Entertainment

There being no further public comment, the Public Hearing was closed.

No action was required by the Board.

8. **PUBLIC COMMENT – MR. DAVID HONG:**

Mr. David Hong addressed the Board concerning issues relative to a proposed amendment to the Cobb County Comprehensive Plan, relative to a Redevelopment Overlay District (ROD) in the Sandy Plains/East Piedmont Road area.

9. **PUBLIC COMMENT – MS. TRISHA CLEMENTS:**

Ms. Trisha Clements addressed the Board concerning issues relative to a proposed amendment to the Cobb County Comprehensive Plan, relative to a Redevelopment Overlay District (ROD) in the Sandy Plains/East Piedmont Road area.

10. **PUBLIC COMMENT – MS. LAURA WEISS:**

Ms. Laura Weiss addressed the Board concerning issues relative to a proposed amendment to the Cobb County Comprehensive Plan, relative to a Redevelopment Overlay District (ROD) in the Sandy Plains/East Piedmont Road area.

11. **PUBLIC COMMENT – MR. NORM DEWALT:**

Mr. Norm DeWalt addressed the Board concerning issues relative to a proposed amendment to the Cobb County Comprehensive Plan, relative to a Redevelopment Overlay District (ROD) in the Sandy Plains/East Piedmont Road area.

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12. PUBLIC COMMENT – MS. PEGGY DICKERSON:

Ms. Peggy Dickerson addressed the Board concerning issues relative to her son's incarceration in the Cobb County jail.

13. PUBLIC COMMENT – MR. RON SIFEN:

Mr. Ron Sifen addressed the Board concerning issues relative to density in the Cumberland/Vinings area.

14. CONSENT AGENDA ITEMS APPROVED:

MOTION: Motion by Olens, second by Kesting, to **approve** the following items on the Consent Agenda, as revised, *with the exception of Item Nos. 13, 34, and 36*, which were **withdrawn** from this agenda, and **authorize** execution of the necessary documents by the appropriate county personnel.

WATER SYSTEM

Stormwater

14A. APPROVAL OF CHANGE ORDER NO. 1 (FINAL) TO THE CONSTRUCTION CONTRACT WITH CHATFIELD CONTRACTING, INC. FOR A PROJECT IN THE VICINITY OF 2674 HIDDEN SPRINGS COURT – PROGRAM NO. SW0614 – WATER SYSTEM:

To **approve** Change Order No. 1 (final) to the construction contract with Chatfield Contracting, Inc., in the deductive amount of \$17,855.90, for a project in the vicinity of 2674 Hidden Springs Court, Program No. SW0614, **authorize** the corresponding budget transfer, and **further authorize** the Chairman to execute the necessary documents.

Funding: No additional funding is required for the Water System's Stormwater 2674 Hidden Springs Court Drainage Contract R&M Service, Fund 510, Department 500, Unit 5758, Program No. SW0614 Encumbrance GAE 500 510102505407.

Transfer from:  
2674 Hidden Springs Court  
Drainage Contract R&M Service – Change Order No.1  
GAE 500 510102505407  
510-500-5758-6496 SW0614-C \$ 17,855.90

Transfer to:  
FY06 Stormwater Adopted Budget  
Drainage Contract R&M Service  
510-500-5758-6496 SW500-Z \$ 17,855.90

14B. APPROVAL OF CHANGE ORDER NO. 1 (FINAL) TO THE CONSTRUCTION CONTRACT WITH JCT CONSTRUCTION, INC. FOR A PROJECT IN THE VICINITY OF 4120 REGAL RIDGE ROAD – PROGRAM NO. SW0620 – WATER SYSTEM:

To **approve** Change Order No. 1 (final) to the construction contract with JCT Construction, Inc., in the deductive amount of \$680.00, for a project in the vicinity of 4120 Regal Ridge Road, Program No. SW0620, **authorize** the corresponding budget transfer, and **further authorize** the Chairman to execute the necessary documents.

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14. CONSENT AGENDA ITEMS APPROVED (CONT.):

WATER SYSTEM (CONT.)

Stormwater (cont.)

14B. APPROVAL OF CHANGE ORDER NO. 1 (FINAL) TO THE CONSTRUCTION CONTRACT WITH JCT CONSTRUCTION, INC. FOR A PROJECT IN THE VICINITY OF 4120 REGAL RIDGE ROAD – PROGRAM NO. SW0620 – WATER SYSTEM (CONT.)

Funding: No additional funding is required for the Water System's Stormwater 4120 Regal Ridge Road Drainage Contract R&M Service, Fund 510, Department 500, Unit 5758, Program No. SW0620 Encumbrance GAE 500 510102505412.

Transfer from:

4120 Regal Ridge Road  
Drainage Contract R&M Service – Change Order No.1  
GAE 500 510102505412  
510-500-5758-6496 SW0620-C \$ 680.00

Transfer to:

FY06 Stormwater Adopted Budget  
Drainage Contract R&M Service  
510-500-5758-6496 SW500-Z \$ 680.00

14C. APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO THE EXISTING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY FOR THE OPERATION AND MAINTENANCE OF A STREAM FLOW MONITORING STATION ON SWEETWATER CREEK – PROGRAM NO SW809 – WATER SYSTEM:

To approve Supplemental Agreement No. 1 to the existing agreement with the United States Department of the Interior Geological Survey (USGS) in the amount of \$3,180.00, to fund the operation and maintenance of a stream flow monitoring station on Sweetwater Creek near Austell, Georgia, for the months of July, August and September, 2006, Program No. SW809, authorize the corresponding budget transfer, and further authorize the Chairman to execute the necessary documents.

Funding: Available in the Water System's Stormwater Drainage Contract R&M Service FY05 Adopted CIP Budget for Fund 510, Department 500, Unit 5758, Program No. SW809, Encumbrance GAE 500 510112205607

Transfer from:

FY05 Stormwater Adopted Budget  
Drainage Contract R&M Service  
510-500-5758-6496 SW500-Z \$ 3,180.00

Transfer to:

Stream Gauge Monitoring-Noonday, Noses, and Nickajack  
Professional Services-Land Improvements/Supplemental Agreement No. 1  
GAE 500 510112205607  
510-500-5758-8032 SW809-E \$ 3,180.00

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14. CONSENT AGENDA ITEMS APPROVED (CONT.):

TRANSPORTATION

Engineering

14D. APPROVAL OF CONTRACT WITH JACOBS CIVIL, INC. FOR THE DESIGN OF INTERSECTION SAFETY AND OPERATIONAL IMPROVEMENTS TO ATLANTA ROAD AT PACES FERRY ROAD – PROJECT NO. D3010 – MIS CONTRACT NO. 000014 – TRANSPORTATION:

To **approve** a contract with Jacob Civil, Inc., in an amount not to exceed \$78,381.47, for the design of intersection safety and operational improvements for Atlanta Road at Paces Ferry Road, Project No. D3010, MIS Contract No. 000014, and **authorize** the corresponding budget transfer.

Funding: Available in the 2005 Transportation Improvements Program

340-050-7503-D301-8722-D3010E	\$78,381.47
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Budget Transfer Required:

Transfer from:	340-050-7503-D301-8721	\$78,381.47
Transfer to:	340-050-7503-D301-8722	\$78,381.47

14E. APPROVAL OF CONTRACT WITH LOWE ENGINEERS, LLC FOR THE DESIGN OF THOROUGHFARE IMPROVEMENTS TO BILL MURDOCK ROAD – PROJECT NO. D4050 – MIS CONTRACT NO. 000013 – TRANSPORTATION:

To **approve** a contract with Lowe Engineers LLC, in an amount not to exceed \$167,456.65, for the design of thoroughfare improvements for Bill Murdock Road, Project No. D4050, MIS Contract No. 000013, and **authorize** the corresponding budget transfers.

Funding: Available in the 2005 Transportation Improvements Program

340-050-7504-D405-8722-D4050E	\$159,629.21
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Budget Transfer Required:

Transfer from:	340-050-7504-D405-8721	\$140,000.00
	340-050-7504-D405-8741-D4050R	\$ 19,629.21
Transfer to:	340-050-7504-D405-8722-D4050E	\$159,629.21

Funding is available in the Water System's Miscellaneous County Roadway Improvements FY 04 Adopted CIP Budget for Fund 510, Department 500, Unit 5756, Program No. W4062.

Transfer from:  
 Miscellaneous County Roadway Improvements  
 FY 04 Preliminary Estimates

510-500-5756-8005	W4702-Z	\$ 7,827.44
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Transfer to:  
 Bill Murdock Road  
 Engineering

510-500-5756-8225	W4062-E	\$ 7,827.44
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14. CONSENT AGENDA ITEMS APPROVED (CONT.):

TRANSPORTATION (CONT.)

Engineering (cont.)

14F. APPROVAL OF A GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT RELATIVE TO CONSTRUCTION OF THE BOB CALLAN TRAIL (F/K/A ROTTENWOOD CREEK TRAIL), PHASE 1 – PROJECT NO. TR354 – TRANSPORTATION:

To **approve** Governmental Encroachment Agreement for Easement, Application No. 11911, with Georgia Power Company, for construction of Bob Callan Trail (f/k/a Rottenwood Creek Trail), Project No. TR354, and **authorize** the Chairman to execute this Agreement.

14G. APPROVAL OF FORCE ACCOUNT AGREEMENT WITH COLONIAL PIPELINE COMPANY FOR MULKEY ROAD CONNECTOR – PROJECT NO. D4140 – MIS CONTRACT NO. 000016 – TRANSPORTATION:

To **approve** a Force Account Agreement with Colonial Pipeline Company, in an amount not to exceed \$60,000.00, for preliminary engineering of the pipeline relocation for the Mulkey Road Connector, Project No. D4140, MIS Contract No. 000016, and **authorize** the corresponding budget transfers.

Funding: Available in the 2005 Transportation Improvements Program Fund

Budget Transfer Required:

Transfer from:	340-050-7504-D414-8761-D4140C	\$10,000.00
	340-050-7504-D414-8781	\$50,000.00

Transfer to:	340-050-7504-D414-8785-D4140U	\$60,000.00
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Operations

14H. APPROVAL OF REVISED GEORGIA DEPARTMENT OF TRANSPORTATION AGREEMENT FOR ADAPTIVE TRAFFIC SIGNAL TIMING – STATE PROJECT NO. STP-0005-00(652) – COBB COUNTY PROJECT NO. TR280 – TRANSPORTATION:

To **approve** a revised Georgia Department of Transportation Agreement for Adaptive Traffic Signal Timing, State Project No. STP-0005-00(652), Cobb County Project No. TR280, **authorize** the appropriation of additional funding, in an amount not to exceed \$113,378.40, from GDOT Agreement STP-005-00(652) and additional funding, in an amount not to exceed \$28,344.60, from the Cumberland CID, to the Grant Fund, and **further authorize** the Chairman to execute the necessary documents.

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14. CONSENT AGENDA ITEMS APPROVED (CONT.):

TRANSPORTATION (CONT.)

Operations (cont.)

14H. APPROVAL OF REVISED GEORGIA DEPARTMENT OF TRANSPORTATION AGREEMENT FOR ADAPTIVE TRAFFIC SIGNAL TIMING – STATE PROJECT NO. STP-0005-00(652) – COBB COUNTY PROJECT NO. TR280 – TRANSPORTATION (CONT.):

Funding:

Appropriate the receipt of additional funding from GDOT Agreement STP-005-00(652) to the Grant Fund:

Increase Revenue Appropriation:  
270-050-G047-4466-TR280C \$113,378.40

Increase Expenditure Appropriation:  
270-050-G047-8771-TR280C \$113,378.40

Appropriate the receipt of additional funding from the Cumberland CID to the Grant Fund:

Increase Revenue Appropriation:  
270-050-G047-4505-TR280C \$ 28,344.60

Increase Expenditure Appropriation:  
270-050-G047-8771-TR280C \$ 28,344.60

14I. APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH R. J. HAYNIE & ASSOCIATES, INC. FOR THE CONSTRUCTION OF ITS ENHANCEMENT, ATMS PHASE 3 – PROJECT NO. TR280 – MIS CONTRACT NO. 001168 – TRANSPORTATION:

To **approve** Supplemental Agreement No. 1 to the contract with R. J. Haynie & Associates, Inc., in an amount not to exceed \$141,723.00, for the construction of ITS Enhancement, ATMS Phase 3, Project No. TR280, MIS Contract No. 001168.

Funding: Available in the Grant Fund

Increase GAE 270120604-19:  
270-050-G047-8771-TR280C \$141,723.00

14J. AUTHORIZATION TO CONTINUE THE PROCUREMENT PROCESS FOR CONSULTING SERVICES FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A TRAFFIC CONTROL CENTER – PROJECT NO. D5110 – TRANSPORTATION:

To **authorize** continuation of the procurement process for selection of a consultant for engineering and architectural consulting services for the design and construction administration of a Traffic Control Center, Project No. D5110, and **further authorize** price negotiations with the top-ranked firm, Gresham, Smith & Partners under Selection Process 2 (Competitive Proposals).



14. CONSENT AGENDA ITEMS APPROVED (CONT.):

TRANSPORTATION (CONT.)

Operations (cont.)

14K. AUTHORIZATION TO CREATE THREE (3) NEW STREET LIGHT DISTRICTS – TRANSPORTATION:

To **authorize** the creation of the following three (3) new street light districts:

<u>Com. Dist.</u>	<u>Street Light District Name</u>	<u>Type</u>	<u>Monthly Rate</u>
3	Kinjac Estates	Residential	\$3.50
3	Wooded Hills, Unit I, II, and III	Residential	\$3.50
2	Woodland	Residential	\$3.50

14L. AUTHORIZATION TO OPERATE A SHUTTLE BUS SERVICE FROM WHITEWATER FACILITIES TO THE NAVAL AIR STATION ATLANTA ON APRIL 29 AND 30, 2006, FOR THE 2006 BLUE ANGELS AIR SHOW – TRANSPORTATION:

To **authorize** the operation of a shuttle bus service from Whitewater facilities to the Naval Air Station Atlanta on April 29 and 30, 2006, for the 2006 Blue Angels Air Show, **approve** the passenger fare of \$2.00 per round trip for this shuttle service, and **further authorize** the corresponding budget transfer.

Funding: Available in the Transit Operating Fund with the following budget transfer

Transfer from:	200-050-4802-6499	\$40,000.00
Transfer to:	200-050-4802-6327	\$40,000.00

Planning

14M. WITHDRAWAL OF REQUEST FOR APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO THE COMPREHENSIVE TRANSPORTATION PLANNING STUDY CONTRACT WITH DAY WILBURN ASSOCIATES, INC. FOR THE AUSTELL ROAD LIVABLE CENTERS INITIATIVE CORRIDOR STUDY – PROJECT NO. D5120 – TRANSPORTATION:

The request for approval of Supplemental Agreement No. 1 to the Comprehensive Transportation Planning Study contract with Day Wilburn Associates, Inc., in an amount not to exceed \$150,000.00, for the Austell Road Livable Centers Initiative Corridor Study, Project No. D5120 was **withdrawn** from this agenda.

14. CONSENT AGENDA ITEMS APPROVED (CONT.):

TRANSPORTATION (CONT.)

Planning (cont.)

14N. APPROVAL OF SIDEWALK CRITERIA FOR USE BY THE DEPARTMENT OF TRANSPORTATION FOR SELECTION OF SIDEWALK PROJECTS TO BE IMPLEMENTED WITH 2005 SPLOST FUNDS – TRANSPORTATION:

To **approve** the sidewalk criteria for use by the Department of Transportation for selection of County sidewalks projects to be implemented with 2005 SPLOST funds. A copy of Sidewalk Selection Criteria is attached and made a part of these minutes.

14O. ADOPTION OF RESOLUTION AUTHORIZING THE SUBMISSION OF TWO (2) GRANT APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE ALTERNATIVE TRANSPORTATION IN PARKS AND PUBLIC LANDS PROGRAM – TRANSPORTATION:

To **adopt** a resolution authorizing the submission of a grant application to the Federal Transit Administration (FTA) for the Alternative Transportation in Parks and Public Lands Program. A copy of said resolution is attached and made a part of these minutes.

Transit

14P. APPROVAL OF THE COBB COMMUNITY TRANSIT DISADVANTAGE BUSINESS ENTERPRISE (DBE) PROGRAM GOAL FOR FISCAL YEAR 2007 – TRANSPORTATION:

To **approve** Cobb Community Transit Disadvantaged Business Enterprise (DBE) program goal of 14.6 percent for fiscal year 2007.

14Q. AUTHORIZATION TO DESIGNATE ELECTRONIC SIGNATURE AUTHORITY FOR THE FTA TRANSPORTATION ELECTRONIC AWARD MANAGEMENT SYSTEM (TEAM) PROCESS, AND ADOPTION OF A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR FEDERAL TRANSPORTATION ASSISTANCE – TRANSPORTATION:

To **authorize** designation of electronic signature authority for the FTA Transportation Electronic Award Management System (TEAM), **adopt** a resolution authorizing the filing of applications with the Federal Transit Administration (FTA) for Federal transportation assistance, and **further authorize** the Chairman to execute the necessary documents.

14. CONSENT AGENDA ITEMS APPROVED (CONT.):

TRANSPORTATION (CONT.)

Transit

14R. ADOPTION OF RESOLUTION AUTHORIZING THE SUBMISSION OF AN FY06 GRANT APPLICATION (GA-90-X221) TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR TRANSIT CAPITAL, OPERATING, AND PLANNING PROJECTS – TRANSPORTATION:

To **adopt** a resolution authorizing the submission of an FY06 grant application (GA-90-X221) to the Federal Transit Administration for transit capital, planning, and operating projects, in an amount not to exceed \$14,541,830.00, **authorize** the appropriation of Federal Transit Administration (FTA) Grant and State Contract funds to the Transit Capital Fund, **authorize** the corresponding interfund and budget transfers for the local share, and **further authorize** the Chairman to execute the necessary documents.

Funding: Funding in the amount of \$2,996,558 is available in the Transit Division's FY06 adopted Operating Budget in Fund 200.

Funding is required in the Transit Division's FY06 adopted Capital Budget with the following appropriations:

Funding: Funding in the amount of \$2,996,558 is available in the Transit Division's FY06 adopted Operating Budget in Fund 200.

Funding is required in the Transit Division's FY06 adopted Capital Budget with the following appropriations:

Increase Revenues:

202-050-Various-4439	\$3,156,218.00
202-050-Various-4443	\$1,200,000.00
202-050-Various-4444	\$4,880,000.00
202-050-Various-4466	<u>\$ 255,844.00</u>

Total Appropriations \$9,492,062.00

Increase Expenditures:

202-050-Various-8005	<u>\$9,492,062.00</u>
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Total Appropriations \$9,492,062.00

Funding is available in the Transit Division's FY06 approved Capital Budget with the following interfund and budget transfers:

Transfer Expenditures from:

202-050-4899-8005	\$ 292,761.00
380-050-4608-6512	\$ 179,800.00
380-050-4654-8005	<u>\$ 1,580,649.00</u>

Total Transfers \$ 2,053,210.00

14. CONSENT AGENDA ITEMS APPROVED (CONT.):

TRANSPORTATION (CONT.)

Transit (cont.)

14R. ADOPTION OF RESOLUTION AUTHORIZING THE SUBMISSION OF AN FY06 GRANT APPLICATION (GA-90-X221) TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR TRANSIT CAPITAL, OPERATING, AND PLANNING PROJECTS – TRANSPORTATION (CONT.):

Transfer Expenditures to:

202-050-Various-8005	\$ 2,053,210.00
Total Transfers	\$ 2,053,210.00

PUBLIC SERVICES AGENCY

Elections and Registration

14S. ADOPTION OF BOUNDARY AND NAME CHANGE TO THE BAKER 02 PRECINCT BY MERGING WITH BAKER 01, DISSOLVING BAKER 02 AND CHANGING THE NAME OF THE NEWLY-CONFIGURED PRECINCT TO BAKER 01 – ELECTIONS AND REGISTRATION:

To **adopt** a boundary and name change to the Baker 02 precinct by merging with Baker 01, dissolving Baker 02, and changing the name of the newly configured precinct to Baker 01. Said change to be effective July 18, 2006 pending approval by the United States Justice Department.

14T. ADOPTION OF BOUNDARY AND POLLING LOCATION CHANGE TO THE BAKER 01 PRECINCT BY RECEIVING ALL VOTERS FROM BAKER 02 AND BY CHANGING THE POLLING LOCATION TO SUMMIT BAPTIST CHURCH, 4310 STATION LANE, ACWORTH – ELECTIONS AND REGISTRATION:

To **adopt** a boundary and polling location change to the Baker 01 precinct by receiving all voters from Baker 02 and by changing the polling location to Summit Baptist Church, 4310 Moon Station Lane, Acworth, GA 30101. Said change to be effective July 18, 2006 pending approval by the United States Justice Department.

14. CONSENT AGENDA ITEMS APPROVED (CONT.):

SUPPORT SERVICES AGENCY

Property Management

14U. APPROVAL OF CONTRACT WITH RANDY EARLEY CONSTRUCTION COMPANY FOR EXTERIOR RENOVATION OF THE ELECTIONS PREPARATION/AUDIT AND STORAGE FACILITY LOCATED AT 2405 N. COBB PARKWAY, KENNESAW – PROPERTY MANAGEMENT:

To **approve** a contract with Randy Earley Construction Company, in the amount of \$38,900.00, for exterior renovation of the Cobb County Elections Preparation/Audit and Storage Facility, located at 2405 N. Cobb Parkway, Kennesaw, **authorize** the corresponding budget transfer, **authorize** a contingency budget of \$4,000.00, and **further authorize** the Chairman to execute the necessary documents.

Funding: Available with the following budget transfer:

Transfer from:           010-015-0145-8820           \$42,900.00

Transfer to:             380-110-4446-8135           \$42,900.00

14V. APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 (FINAL) TO THE CONSTRUCTION CONTRACT WITH PRESLEY, INC. FOR WORK COMPLETED ON THE FY05 ADA MODIFICATIONS PROJECT – PROPERTY MANAGEMENT:

To **approve** Supplemental Agreement No. 1 (final) to the construction contract with Presley, Inc., in the deductive amount of \$2,976.99, for work completed on the FY05 ADA Modifications Project, and **authorize** the Chairman to execute the necessary documents.

14W. APPROVAL OF CONTRACT WITH ROBERT AND COMPANY FOR ARCHITECTURAL/ENGINEERING SERVICES RELATED TO THE EAST COBB SENIOR CENTER EXPANSION PROJECT – PROPERTY MANAGEMENT:

To **approve** a contract with Robert and Company, in the amount of \$38,000.00, for architectural/engineering services related to the East Cobb Senior Center Expansion Project, **authorize** establishment of an allowance, in the amount of \$15,000.00, for testing/survey, **authorize** the corresponding budget transfers, and **further authorize** the Chairman to execute the necessary documents.

Funding: Available with the following budget transfers to the project in the Grants Fund:

Transfer from:  
380-110-4444-8005 East Cobb Senior Center Project           \$339,400.00  
010-015-0145-8820 General Fund Undesignated Contingency   \$ 20,400.00

Transfer to:  
270-110-G475-8005 East Cobb Senior Center Grant           359,800.00

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14. CONSENT AGENDA ITEMS APPROVED (CONT.):

PUBLIC SAFETY AGENCY

14X. AUTHORIZATION TO PAY FOR A PORTION OF THE COSTS FOR A CONTROL STATION COMBINER FOR THE MOTOBRIDGE INTEROPERABLE COMMUNICATION SWITCH ASSOCIATED WITH THE LAW ENFORCEMENT TERRORIST PREVENTION PROGRAM (LETPP) – PUBLIC SAFETY:

To **authorize** payment, in the amount of \$9,567.00, for the Cobb County share of a Control Station Combiner for the Motobridge Interoperable Communication switch associated with the Law Enforcement Terrorist Prevention Program (LETPP), **authorize** the corresponding budget transfer, and **further authorize** the Chairman to execute the necessary documents.

Funding: Available with the following budget transfer

Transfer from:	010-130-1900-6508	\$9,567.00
Transfer to:	010-130-1900-8410	\$9,567.00

14Y. APPROVAL OF ANIMAL CONTROL INTERGOVERNMENTAL AGREEMENTS WITH THE CITY OF ACWORTH AND THE CITY OF SMYRNA – PUBLIC SAFETY:

To **approve** Animal Control Intergovernmental Agreements with the Cities of Acworth and Smyrna, authorizing Cobb County Animal Control to provide for the enforcement of the City of Acworth and City of Smyrna Animal Control Laws and Dangerous Dog Control Laws and to provide municipal court service to the Cities through the officers, employees, and facilities of the Magistrate Court of Cobb County for adjudication of citations written by Animal Control, and **authorize** the Chairman and the Cobb County Chief Magistrate Judge to execute the necessary documents. A copy of said agreements are attached and made a part of these minutes.

COMMUNITY DEVELOPMENT

Administration Division

14Z. APPROVAL OF THE LOCATION OF A SWIMMING POOL TO BE CONSTRUCTED AT 977 MUIRFIELD DRIVE – COMMUNITY DEVELOPMENT:

To **approve** the location of a swimming pool to be constructed at 977 Muirfield Drive.

14AA. APPROVAL OF THE LOCATION OF A SWIMMING POOL TO BE CONSTRUCTED AT 1646 FERNSTONE DRIVE – COMMUNITY DEVELOPMENT:

To **approve** the location of a swimming pool to be constructed at 1646 Fernstone Drive.

14. CONSENT AGENDA ITEMS APPROVED (CONT.):

COMMUNITY DEVELOPMENT (CONT.)

Administration Division (cont.)

14BB. APPROVAL OF THE LOCATION OF AN ACCESSORY STRUCTURE TO BE CONSTRUCTED AT 325 SILVERTHORN DRIVE – COMMUNITY DEVELOPMENT:

To **approve** the location of an accessory structure to be constructed at 325 Silverthorn Drive.

Business License Division

14CC. AFFIRMATION OF THE LICENSE REVIEW BOARD'S DECISION TO TAKE NO ACTION REGARDING THE LIQUOR, BEER, WINE AND SUNDAY SALES POURING LICENSES FOR GMRI, INC. D/B/A OLIVE GARDEN ITALIAN RESTAURANT #1152, JUSTIN ISBELL, LICENSEE – BUSINESS LICENSE DIVISION:

To **affirm** the License Review Board's decision of April 13, 2006 to **take no action** regarding the liquor, beer, wine, and Sunday sales pouring licenses for GMRI, Inc. d/b/a Olive Garden Italian Restaurant #1152, 429 Barrett Parkway, Kennesaw, Justin Isbell, licensee, provided that GMRI, Inc. consents to a six (6) month probation relative to said licenses. A copy of the Probation Agreement is attached and made a part of these minutes.

14DD. AFFIRMATION OF THE LICENSE REVIEW BOARD'S DECISION TO SUSPEND FOR SEVEN (7) DAYS THE BEER AND WINE POURING LICENSES FOR KIRIAKOS, INC. D/B/A CHRISTO'S PIZZA, CHRISTOS GIANNES, LICENSEE – BUSINESS LICENSE DIVISION:

To **affirm** the License Review Board's decision of April 13, 2006 to **suspend** for seven (7) days the beer and wine pouring licenses for Kiriakos, Inc. d/b/a Christo's Pizza, 2900 Delk Road, Marietta, Christos Giannes, licensee.

14EE. AFFIRMATION OF THE LICENSE REVIEW BOARD'S DECISION TO TAKE NO ACTION REGARDING THE LIQUOR, BEER, WINE AND SUNDAY SALES POURING LICENSES FOR OUTBACK STEAKHOUSE OF NORTH GEORGIA-I, LP D/B/A OUTBACK STEAKHOUSE, CHRIS SULLIVAN, LICENSEE – BUSINESS LICENSE DIVISION:

To **affirm** the License Review Board's decision of April 13, 2006 to **take no action** regarding the liquor, beer, wine, and Sunday sales pouring licenses for Outback Steakhouse of North Georgia-I, LP, d/b/a Outback Steakhouse, 2900 Delk Road, Suite 2400, Marietta, Chris Sullivan, licensee, provided that Outback Steakhouse of North Georgia-I, LP consents to a six (6) month probation relative to said licenses. A copy of the Probation Agreement is attached and made a part of these minutes.

14. CONSENT AGENDA ITEMS APPROVED (CONT.):

COMMUNITY DEVELOPMENT (CONT.)

Business License Division (cont.)

14FF. AFFIRMATION OF THE LICENSE REVIEW BOARD'S DECISION TO SUSPEND FOR TWO (2) MONTHS THE ALCOHOLIC BEVERAGE WORK PERMIT FOR EVELYN BLANCO – BUSINESS LICENSE DIVISION:

To **affirm** the License Review Board's decision of April 13, 2006 to **suspend** for two (2) months, the alcoholic beverage work permit for Evelyn Blanco.

14GG. AFFIRMATION OF THE LICENSE REVIEW BOARD'S DECISION TO SUSPEND FOR THIRTY (30) DAYS THE ALCOHOLIC BEVERAGE WORK PERMIT FOR JOANNA BYRD – BUSINESS LICENSE DIVISION:

To **affirm** the License Review Board's decision of April 13, 2006 to **suspend** for thirty (30) days, the alcoholic beverage work permit for Joanna Byrd.

14HH. WITHDRAWAL OF THE REQUEST TO AFFIRM THE DECISION OF THE LICENSE REVIEW BOARD TO APPROVE THE ALCOHOLIC BEVERAGE WORK PERMIT FOR VICKIE BAKER – BUSINESS LICENSE DIVISION:

The request to affirm the License Review Board's decision of April 13, 2006 to approve the issuance of an alcoholic beverage work permit for Vickie Baker was **withdrawn** from this agenda and scheduled for an Appeal Hearing on May 9.

14II. AFFIRMATION OF THE LICENSE REVIEW BOARD'S DECISION TO APPROVE THE ALCOHOLIC BEVERAGE WORK PERMIT FOR CYNTHIA SMITH – BUSINESS LICENSE DIVISION:

To **affirm** the License Review Board's decision of April 13, 2006 to **approve** the issuance of an alcoholic beverage work permit for Cynthia Smith.

14JJ. WITHDRAWAL OF THE REQUEST TO AFFIRM THE DECISION OF THE LICENSE REVIEW BOARD TO APPROVE THE ALCOHOLIC BEVERAGE WORK PERMIT FOR SAJID SITAFALWALA – BUSINESS LICENSE DIVISION:

The request to affirm the License Review Board's decision of April 13, 2006 to approve the issuance of an alcoholic beverage work permit for Sajid Sitafalwala was **withdrawn** from this agenda and scheduled for an Appeal Hearing on May 9.



14. CONSENT AGENDA ITEMS APPROVED (CONT.):

BUDGET AND INTERNAL AUDIT

14KK. ADOPTION OF RESOLUTION ADOPTING ALL BUDGET AMENDMENTS SET FORTH IN AGENDA ITEMS ON THIS DATE – BUDGET AND INTERNAL AUDIT:

To **adopt** a resolution adopting all budget amendments set forth in agenda items on this date. A copy of said resolution is attached and made a part of these minutes.

COMMUNITY DEVELOPMENT BLOCK GRANT

14LL. ADOPTION OF RESOLUTION SUPPORTING THE ATLANTA MUTUAL HOUSING ASSOCIATION, INC. AND ITS EFFORTS TO SUBSTANTIALLY REHABILITATE HARBOUR OAKS APARTMENTS THROUGH THE GEORGIA STATE LOW INCOME HOUSING TAX CREDIT PROGRAM – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):

To **adopt** a resolution supporting the efforts of the Atlanta Mutual Housing Association, Inc. to substantially rehabilitate Harbour Oaks Apartments, located at 1565 Crider Road in the Fair Oaks Community, through the Georgia State Low Income Housing Tax Credit Program.

Funding: AMHA, Inc. also intends to apply for State and Cobb County FY07 HOME Program funds, in the amount of \$125,000.00

LEGAL

14MM. AUTHORIZATION TO ACCEPT FOR PERPETUAL MAINTENANCE THE 20-FOOT WIDE SERVICE DRIVES IN CLARKDALE SUBDIVISION – LEGAL:

To **authorize** acceptance of the 20-foot wide service drives in Clarkdale Subdivision for perpetual maintenance, limited to scraping and adding gravel as needed.

Funding: Available in the Department of Transportation's FY06 General Fund Budget

14NN. APPROVAL OF AN INTERGOVERNMENTAL LEASE AGREEMENT WITH THE CITY OF ACWORTH FOR THE CONSTRUCTION AND USE OF A PARKING LOT AT THE ACWORTH BRANCH LIBRARY – LEGAL:

To **approve** an Intergovernmental Lease Agreement with the City of Acworth, for the construction and use of a parking lot at the Acworth Branch Library, and **authorize** the Chairman to execute the necessary documents. A copy of said Agreement is attached and made a part of these minutes.

14. **CONSENT AGENDA ITEMS APPROVED (CONT.):**

**FINANCE**

14NN. **APPROVAL OF CONTRACT WITH MARSH USA, INC. FOR PROFESSIONAL SERVICES INCLUDING MARKETING INSURANCE AND OTHER RISK MANAGEMENT CONSULTATION – FINANCE:**

To **approve** a contract with Marsh USA, Inc., for professional services including marketing insurance and other risk management consultation, for a period of three (3) years with an option to extend for two (2) one-year periods, subject to annual appropriations, and **authorize** the Chairman to execute the necessary documents.

Funding: Available in the Risk Management fund budget

710-055-8011-6326

**HUMAN RESOURCES**

14OO. **AUTHORIZATION TO SUBMIT COBB COUNTY'S PLAN DEMONSTRATING COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITIES AS REQUIRED BY FEDERAL AND STATE GRANT APPLICATIONS – HUMAN RESOURCES:**

To **authorize** submission of Cobb County's plan demonstrating commitment to equal employment opportunities as required by the federal and state grant applications, **authorize** implementation of said plan, and **further authorize** the Chairman to execute the necessary documents.

14PP. **APPROVAL OF REVISIONS TO PERSONNEL POLICIES – HUMAN RESOURCES:**

To **approve** revisions to the following personnel policies:

Annual Leave  
Conduct and Performance  
Leave of Absence  
No Harassment and No Discrimination  
Progressive Discipline  
Sick Leave  
Smoking and Tobacco Use  
Spirit Day

A copy of said policies are attached and made a part of these minutes.

**COUNTY CLERK**

14QQ. **APPROVAL OF MINUTES – COUNTY CLERK:**

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

April 10, 2006 – Special Called Meeting  
April 10, 2006 – Executive Session  
April 11, 2006 – Regular Meeting of the Board  
April 18, 2006 – BOC Zoning Hearing

14. CONSENT AGENDA ITEMS APPROVED (CONT.):

BUDGET AND INTERNAL AUDIT

14RR. RATIFICATION OF COUNTY MANAGER ACTION AUTHORIZING THE EMERGENCY TRANSFER AND APPROPRIATION OF FUNDS TO COVER EXPENDITURES FOR COUNTY ATTORNEY'S OUTSIDE LEGAL FEES - BUDGET AND INTERNAL AUDIT:

To ratify County Manager action authorizing the emergency transfer and appropriation of funds, in the amount of \$100,000.00, to cover expenditures through the current date for County Attorney's outside legal fees.

Funding:

Transfer from general fund:	010-015-0145-8815	\$100,000.00
Transfer to County Attorney:	010-025-0220-6318	\$100,000.00

VOTE: ADOPTED 4-0

BOARD OF COMMISSIONERS

15. WITHDRAWAL OF REQUEST FOR AUTHORIZATION TO DONATE FUNDS TO FRIENDS OF THE STRAND, INC. FOR RESTORATION OF THE STRAND THEATRE - BOARD OF COMMISSIONERS:

The request for authorization to donate funds to The Friends of the Strand, Inc. was withdrawn from this agenda.

COMMUNITY DEVELOPMENT

Administration Division

16. ADOPTION OF AMENDMENT TO THE COBB COUNTY COMPREHENSIVE PLAN - COMMUNITY DEVELOPMENT:

MOTION: Motion by Olens, second by Kesting, to approve an amendment to the Cobb County Comprehensive Plan. A copy of said amendment is attached and made a part of these minutes.

VOTE: ADOPTED 4-0

17. AUTHORIZATION TO ENACT A NINETY (90) DAY MORATORIUM ON ACCEPTING APPLICATIONS FOR ADULT ENTERTAINMENT LICENSES AND PERMITS FOR LOCATIONS FOR ADULT ENTERTAINMENT ESTABLISHMENTS - COMMUNITY DEVELOPMENT:

MOTION: Motion by Olens, second by Goreham, to enact a ninety (90) moratorium, effective immediately, on accepting applications for adult entertainment licenses and permits for locations for adult entertainment establishments, to allow staff to propose revisions to Cobb County's adult entertainment ordinance.

VOTE: ADOPTED 4-0

18. **APPROVAL TO ADD THE FOLLOWING NON-AGENDA ITEM TO THIS AGENDA FOR CONSIDERATION:**

MOTION: Motion by Olens, second by Goreham, to **approve** the addition of the following non-agenda item to this agenda for consideration:

**TAB 9A, ITEM NO. 1 – REGULAR – TRANSPORTATION** – Authorization to issue a Request for Proposals to conduct an Austell Road Livable Centers Initiative Corridor Study, and authorization to advertise and conduct a Public Hearing.

VOTE: ADOPTED 4-0

**TRANSPORTATION**

19. **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS TO CONDUCT AN AUSTELL ROAD LIVABLE CENTERS INITIATIVE CORRIDOR STUDY, AND AUTHORIZATION TO ADVERTISE AND CONDUCT A PUBLIC HEARING – TRANSPORTATION:**

MOTION: Motion by Olens, second by Kesting, to **authorize** issuance of a Request for Proposals to conduct an Austell Road Livable Centers Initiative Corridor Study, and **further authorize** the advertisement and conduct of a Public Hearing.

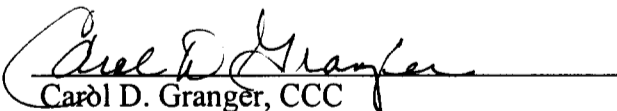
VOTE: ADOPTED 4-0

20. **PUBLIC COMMENT – MS. CAROL BROWN:**

Ms. Carol Brown addressed the Board on an amendment to the Cobb County Comprehensive Plan relative to a Redevelopment Overlay District (ROD) in the Sandy Plains/East Piedmont Road area.

**ADJOURNMENT**

The meeting was adjourned at 8:00 p.m.

  
Carol D. Granger, CCC  
County Clerk  
Cobb County Board of Commissioners

## Sidewalk Selection Criteria

The process for applying the sidewalk criteria is as follows:

- Step 1 – Identify and select projects that will leverage federal funds first**
- ⇒ Provide local match to projects that are currently programmed in the ARC TIP
  - ⇒ Provide local match to Transportation Enhancement Projects
  - ⇒ Preserve local match for projects that have a high potential to attract federal funds
- Step 2 – Identify and eliminate high cost projects**
- ⇒ Projects that are complex
  - ⇒ Projects that will have high ROW costs
  - ⇒ Projects that are difficult and costly to implement
- Step 3 – Evaluate all other proposed sidewalk projects based on the approved criteria**
- ⇒ Rank projects based on point system (see below)
  - ⇒ Categorize projects as high, medium or low priority based on point system
  - ⇒ Analyze results and perform QA/QC check to confirm process
- Step 4 – Develop recommended program of projects for Board approval**
- ⇒ Develop implementation plan and schedule
  - ⇒ Develop cost analysis

SIDEWALK INSTALLATION EVALUATION	Points Awarded	Example: County Services Parkway	Example: Akers Mill Road
<b>LAND USE CONNECTIVITY</b>	<b>7 points maximum</b>	<b>Points Awarded</b>	<b>Points Awarded</b>
School Connectivity	2 points	2	0
Transit Route Connectivity	2 points	2	2
High Pedestrian Area	1 point	1	0
DOT Goal Fulfillment	1 point	1	1
Activity Center Connectivity	1 point	1	1
<b>TOTAL- Land Use Connectivity</b>	<b>Out of 7 points</b>	<b>7</b>	<b>4</b>
<b>SAFETY ISSUES</b>	<b>4 points maximum</b>	<b>Points Awarded</b>	<b>Points Awarded</b>
Existing pedestrian and automobile conflicts	1 point	1	1
Narrow shoulders	1 point	0	1
Unsafe obstructions	1 point	1	1
ADA enhancements	1 point	1	1
<b>TOTAL- Safety Issues</b>	<b>Out of 4 points</b>	<b>3</b>	<b>4</b>
<b>ENGINEERING and OTHER FACTORS</b>	<b>3 points maximum</b>	<b>Points Awarded</b>	<b>Points Awarded</b>
Design complexity	1 point	1	1
Available Right-of-way	1 point	1	1
Obstructions not impeding project design	1 point	1	1
<b>TOTAL- Engineering and Other Factors</b>	<b>Out of 3 points</b>	<b>3</b>	<b>3</b>
<b>GAP CLOSURE (1 point)</b>	<b>Out of 1 point</b>	<b>0</b>	<b>0</b>
<b>PROJECT COST EFFECTIVENESS (1 point)</b>	<b>Out of 1 point</b>	<b>1</b>	<b>1</b>
<b>GRAND TOTAL OF POINTS</b>	<b>Out of 16 points</b>	<b>14</b>	<b>12</b>

REFERENCE MINUTE BOOK 96  
 SECTION 14N DATED 4-27-06  
 BOC Reg.

**RESOLUTION**

WHEREAS, Cobb County and the Kennesaw Mountain National Battlefield Park are partnering together to submit a project proposal to construct a multi-use trail that will serve the National Park patrons and visitors, and will link to the Cobb County Trail network. The multi-use project will begin at Dallas Highway (SR 120) at Cheatham Hill Drive and will end at Powder Springs Road at County Services Parkway. The multi-use trail will encompass approximately 4 miles of connecting path that will accommodate pedestrians along the roadways that meander along side and through the National Park linking to County Trails.

WHEREAS, the Federal Transit Administration (FTA) has released a call for proposals under the Alternative Transportation in Parks and Public Lands Program. The purpose of the program is to enhance the protection of national parks and Federal lands, and increase the enjoyment of those visiting them. Congestion in and around parks and public lands causes traffic delays and noise and air pollution that substantially detract from the visitor's experience and the protection of natural resources.

WHEREAS, Section 3021 of SAFETEA-LU addresses alternative transportation needs in public parks by establishing a new program to fund alternative transportation projects in national parks and public lands. The goals of the program are to ensure access to all, including persons with disabilities; improve conservation and park and public lands opportunities in urban areas through partnering with State and local government; improve park and public land transportation infrastructure; enhance the environment and prevent or mitigate adverse impacts on natural resources; reduce congestion and pollution; improve visitor mobility and accessibility and the overall visitor experience; improve Federal land management agency resource management; and conserve natural, historical, and cultural resources.

WHEREAS, the Kennesaw Mountain National Battlefield Park is a 2,888 acre National Battlefield that preserves a Civil War battleground that is located in central Cobb County. The National Park has 3 battlefield areas, a visitor's center that provides historic information on the Civil War battles, and 17.3 miles of walking trails that display earthworks, cannon emplacements and various interpretive signs. The Kennesaw Mountain National Battlefield Park attracts tourists, historians, hikers, walkers, families, students and others wishing to enjoy the preservation of greenspace.

WHEREAS, the Kennesaw Mountain National Battlefield Park has various transportation needs surrounding the park. On a weekly basis, the National Park experiences overflow parking along the shoulder of the roadways. There is a need to develop various multi-use trail links from neighborhoods to the National Park to encourage Park patrons to utilize the multi-use trails leading to the park.

WHEREAS, the combined effort of Cobb County and the Kennesaw Mountain National Battlefield Park to construct a multi-use trail will assist in addressing the parking overflow demands, access, mobility and connectivity to the National Park. The multi-use trail will offer Park visitors, near by residents and Cobb County Trail users an alternative mode of travel by providing an additional linking segment to the National Park and Cobb County Trail network.

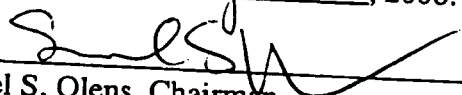
WHEREAS, the grant agreement for Federal financial assistance, if awarded, will impose certain obligations upon Cobb County, and may require Cobb County to provide the local share of the project cost; and

WHEREAS, Cobb County will provide all necessary certifications and assurances to the Federal Transit Administration (FTA) required for the project;

NOW, THEREFORE, BE IT RESOLVED that the Cobb County Board of Commissioners authorize the filing of a grant proposal with the Federal Transit Administration (FTA) and National Park Service (NPS), in an amount not to exceed \$5,445,000;

1. That the Chairman of the Cobb County Board of Commissioners is authorized to execute and file an application for Federal assistance on behalf of Cobb County with the Federal Transit Administration (FTA).
2. That the Chairman of the Cobb County Board of Commissioners is authorized to execute and file the necessary certifications, assurances and other documents the Federal Transit Administration (FTA) may require before awarding a Federal assistance grant.
3. That the Chairman of the Cobb County Board of Commissioners is authorized to execute the grant and other agreements with the Federal Transit Administration (FTA) on behalf of Cobb County.

This day of 2<sup>nd</sup> May, 2006.

  
\_\_\_\_\_  
Samuel S. Olens, Chairman  
Cobb County Board of Commissioners



APPROVED  
PERMINUTES OF  
COBB COUNTY  
BOARD OF COMMISSIONERS  
4-27-06  
cll

REFERENCE MINUTE BOOK 96  
SECTION 140 DATED 4-27-06  
BOC Reg.

## ANIMAL CONTROL AGREEMENT

STATE OF GEORGIA  
COUNTY OF COBB

THIS AGREEMENT made and entered into this 17<sup>th</sup> day of April, 2006, by and between COBB COUNTY, GEORGIA, hereinafter referred to as "County", and the CITY OF SMYRNA, hereinafter referred to as "City".

WHEREAS, the County as a part of public health function has assumed responsibility for Animal Control within its boundaries; and

WHEREAS, the County has established an Animal Control Facility for the enforcement of the Animal Control Laws; and

WHEREAS, it would be to the mutual benefit of both the County and the City, in terms of health and economy, for the County to enforce the Animal Control Laws of the City; and

WHEREAS, the City has in fact adopted the County's Ordinance verbatim; and

WHEREAS, the governing authorities of the County and the City have adopted resolutions authorizing this agreement; and

WHEREAS, since it is beneficial to both the County and the City for the County to assume responsibility for Animal Control within the City, it is beneficial for the County and the City to contract for the County to provide municipal court

REFERENCE MINUTE BOOK 96  
SECTION 144 DATED 4-27-06  
BOC Reg.



services through the Magistrate Court of Cobb County for the enforcement of the Animal Control Laws; and

WHEREAS, a law entitled "Dangerous Dog Control Law" has been enacted and is set forth in the Official Code of Georgia Annotated, Section 4-8-20, et seq.

NOW THEREFORE, in consideration of these premises, it is mutually agreed between the parties that the County and the City do hereby contract and agree, pursuant to Article 9, Section 3, Paragraph 1, of the Constitution of the State of Georgia:

1.

This agreement shall apply to the following matters:

A. The City's Animal Control Laws (a copy of which is attached to this agreement and is made a part hereof by reference), and

B. The Dangerous Dog Control Law set forth in O.C.G.A. Section 4-8-20, et seq. as the same applies within the corporate limits of the City.

2.

The City hereby authorizes the County to provide the service of enforcing the City's Animal Control Laws and the Dangerous Dog Control Law within the corporate limits of the City. The County hereby agrees to enforce the said Animal Control Laws and Dangerous Dog Control Law so long as said laws are and remain substantially similar to the County's laws (as determined by Cobb County),

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as now or hereafter amended, especially under the Act entitled "Dangerous Dog Control Law", as hereafter may be amended. The County shall not be required to enforce any City ordinance, a resolution which does not conform with State Law or which is substantially different from the County's ordinances or resolutions.

3.

The City's Animal Control Laws and the Dangerous Dog Control Law, as it applies within the corporate limits of the City, shall be enforced by the Dog Control Officer as appointed by the Cobb County Board of Commissioners or by the agent or agents within the Animal Control Department of Cobb County and in the same manner as the County's Animal Control Law and the Dangerous Dog Control Law are enforced within the unincorporated portions of the County. The duly constituted Dog Control Officer appointed by the County is hereby named as the Dog Control Officer of the City.

4.

As part of this Animal Control Agreement, the County and City hereby enter an additional agreement for the County to furnish municipal court services to the City through the officers, employees, and facilities of the Magistrate Court of Cobb County for the adjudication of citations written by the County for violations of the City's Ordinance. This agreement and contract become effective upon the signature of the chief magistrate. The County recognizes that the City has a

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functioning Municipal Court and that only citations for the City's Animal Control Laws occurring within the City shall be returnable to the Magistrate Court for the convenience of the County, the City and the Cobb County Animal Control Officer. In such instances, the judges of the Magistrate Court shall have full authority to act as judges of the Municipal Court of the City of Smyrna. All processes, actions and citations shall be handled pursuant to this contract and O.C.G.A. § 15-10-150, et seq.

5.

County and City agree and understand that citations for violations of the City's Animal Control Laws occurring within the City and written by the Animal Control Officer or the Dog Control Officer shall be returnable to the Magistrate Court of Cobb County sitting as the Municipal Court of the City of Smyrna. However, the Municipal Court of the City of Smyrna shall have concurrent jurisdiction for such citations. Any fees collected in the Magistrate Court of Cobb County sitting as the Municipal Court of the City of Smyrna shall be applied to the County's General Fund with the intention that it will defer the operating budget and operational costs of the Animal Control Facility. In concurrence with those powers granted to Cobb County Animal Control and the Dog Control Officer through the Animal Control Ordinance of Cobb County which has been adopted by the City, or the Dangerous Dog Control Law, the Smyrna Police Department, or

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Smyrna Code Enforcement shall have the power to issue citations regarding dangerous dogs or potentially dangerous dogs within their jurisdiction. Those citations issued by the Smyrna Police Department or Smyrna Code Enforcement shall be returnable to the Municipal Court of the City of Smyrna.

6.

The County and the City agree to adopt and maintain policies and procedures which comply with Official Code of Georgia Annotated Section 4-8-20, et seq. entitled "Dangerous Dog Control Law".

7.

All Notices, Hearings, Procedures and other Administrative and Procedural matters required to be handled under the Dangerous Dog Control Law by either the City or the County shall be handled by the County and the City hereby ratifies all such acts undertaken by the County.

8.

A. The County may issue dog licenses for the County and City or any other licenses authorized under the City's Animal Control Ordinance and may collect license fees and impound fees as levied by the County and shall maintain an accurate record showing persons to whom licenses have been issued and persons who have paid license and impound fees. Fees so collected on behalf of the County and the City shall be applied to the annual operating budget such that

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operational costs shall be borne solely by the income received thereby. Records of all fees collected on behalf of the City shall be subject to periodic audits by the City.

B. The County for itself and on behalf of the City is hereby authorized to establish the fee, charge, or other levy as authorized under the Dangerous Dog Control Law. The County is hereby authorized to collect any such fee, charge or levy as provided herein both for itself and on behalf of the City.

9.

The City hereby indemnifies and agrees to hold the County harmless and its officers, employees and members of Board of Commissioners and Animal Control Board from any and all acts of negligence, malfeasance, nonfeasance and from any and all other claims of damages, loss of income, and liability of any type whatsoever incurred by the County or its agents and employees in connection with the enforcement of the City's Animal Control Laws and the Dangerous Dog Control Law within the City; and the City further agrees to indemnify the County from any losses, adverse judgments, or any liability whatsoever the County or its agents and employees shall incur in connection with the enforcement of the City's Animal Control Laws and the Dangerous Dog Control Law within the City.

10.

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Whenever the County's Animal Control Officer, Dog Control Officer or any of its agents and employees is engaged in or charged with the enforcement of the City's Animal Control Laws and the Dangerous Dog Control Law within the City, said Officers or any of their agents and employees, shall be deemed to be an agent of the City and acting on behalf of the City and shall not be deemed to be an agent of the County or acting on behalf of the County.

11.

The City hereby appoints the Cobb County Animal Control Board as the authority to hold hearings provided for in O.C.G.A. Section 4-8-24.

12.

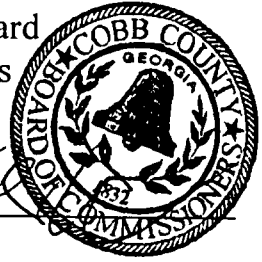
This contract shall become effective after the same shall have been finally executed by all the parties and shall remain in effect from year to year thereafter provided either the County or the City may hereto cancel the same on ninety (90) days written notice to the other party. Upon any change in the office of the Chief Magistrate, this Agreement shall remain in effect and automatically extend to the term of the new Chief Magistrate provided that the new Chief Magistrate signs this Agreement upon the beginning of his term of office.

IN WITNESS WHEREOF, the parties hereto caused their hands and seals to be affixed the date first above written.

Approved as to form:

Stephen D. [Signature]  
County Attorney

Cobb County Board  
of Commissioners



By: [Signature]  
Chairman

Attest:

By: Maile K. [Signature], Asst.  
County Clerk

Authorization by Board of Commissioners on this 27 day of April,  
2006.

**APPROVED**  
PER MINUTES OF  
COBB COUNTY  
BOARD OF COMMISSIONERS  
4/27/2006

REFERENCE MINUTE BOOK 96  
SECTION 147 DATED 4-27-06  
BOC Reg.

Approved as to form:

[Signature]  
Smyrna City Attorney

City of Smyrna

By: [Signature]  
Mayor  
A. Max Bacon

Attest:

By: [Signature]  
City Clerk

Authorization by City Council on this 17<sup>th</sup> day of April, 2006.

Magistrate Court of Cobb County

By: [Signature]  
Chief Magistrate

Attest:

By: [Signature]  
Court Clerk

Authorization by Chief Magistrate of the Magistrate Court of Cobb County  
on this 8 day of May, 2006.



ANIMAL CONTROL AGREEMENT

STATE OF GEORGIA

COUNTY OF COBB

THIS AGREEMENT made and entered into this 6<sup>th</sup> day of April, 2006, by and between COBB COUNTY, GEORGIA, hereinafter referred to as "County", and the CITY OF ACWORTH, hereinafter referred to as "City".

WHEREAS, the County as a part of public health function has assumed responsibility for Animal Control within its boundaries; and

WHEREAS, the County has established an Animal Control Facility for the enforcement of the Animal Control Laws; and

WHEREAS, it would be to the mutual benefit of both the County and the City, in terms of health and economy, for the County to enforce the Animal Control Laws of the City; and

WHEREAS, the City has in fact adopted the County's Ordinance verbatim; and

WHEREAS, the governing authorities of the County and the City have adopted resolutions authorizing this agreement; and

WHEREAS, since it is beneficial to both the County and the City for the County to assume responsibility for Animal Control within the City, it is beneficial

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for the County and the City to contract for the County to provide municipal court services through the Magistrate Court of Cobb County for the enforcement of the Animal Control Laws; and

WHEREAS, a law entitled "Dangerous Dog Control Law" has been enacted and is set forth in the Official Code of Georgia Annotated, Section 4-8-20, et seq.

NOW THEREFORE, in consideration of these premises, it is mutually agreed between the parties that the County and the City do hereby contract and agree, pursuant to Article 9, Section 3, Paragraph 1, of the Constitution of the State of Georgia:

1.

This agreement shall apply to the following matters:

- A. The City's Animal Control Laws (a copy of which is attached to this agreement and is made a part hereof by reference), and
- B. The Dangerous Dog Control Law set forth in O.C.G.A. Section 4-8-20, et seq. as the same applies within the corporate limits of the City.

2.

The City hereby authorizes the County to provide the service of enforcing the City's Animal Control Laws and the Dangerous Dog Control Law within the corporate limits of the City. The County hereby agrees to enforce the said Animal Control Laws and Dangerous Dog Control Law so long as said laws are and

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remain substantially similar to the County's laws (as determined by Cobb County), as now or hereafter amended, especially under the Act entitled "Dangerous Dog Control Law", as hereafter may be amended. The County shall not be required to enforce any City ordinance, a resolution which does not conform with State Law or which is substantially different from the County's ordinances or resolutions.

3.

The City's Animal Control Laws and the Dangerous Dog Control Law, as it applies within the corporate limits of the City, shall be enforced by the Dog Control Officer as appointed by the Cobb County Board of Commissioners or by the agent or agents within the Animal Control Department of Cobb County and in the same manner as the County's Animal Control Law and the Dangerous Dog Control Law are enforced within the unincorporated portions of the County. The duly constituted Dog Control Officer appointed by the County is hereby named as the Dog Control Officer of the City.

4.

As part of this Animal Control Agreement, the County and City hereby enter an additional agreement for the County to furnish municipal court services to the City through the officers, employees, and facilities of the Magistrate Court of Cobb County for the adjudication of citations written by the County for violations of the City's Ordinance. This agreement and contract becomes effective upon the

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signature of the chief magistrate. The County recognizes that the City has a functioning Municipal Court and that only citations for the City's Animal Control Laws occurring within the City shall be returnable to the Magistrate Court for the convenience of the County, the City and the Cobb County Animal Control Officer. In such instances, the judges of the Magistrate Court shall have full authority to act as judges of the Municipal Court of the City of Acworth. All processes, actions and citations shall be handled pursuant to this contract and O.C.G.A. § 15-10-150, et seq.

5.

County and City agree and understand that citations for violations of the City's Animal Control Laws occurring within the City and written by the Animal Control Officer or the Dog Control Officer shall be returnable to the Magistrate Court of Cobb County sitting as the Municipal Court of the City of Acworth. However, the Municipal Court of the City of Acworth shall have concurrent jurisdiction for such citations. Any fees collected in the Magistrate Court of Cobb County sitting as the Municipal Court of the City of Acworth shall be applied to the County's General Fund with the intention that it will defer the operating budget and operational costs of the Animal Control Facility. In concurrence with those powers granted to Cobb County Animal Control and the Dog Control Officer through the Animal Control Ordinance of Cobb County which has been adopted by

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the City, or the Dangerous Dog Control Law, the Acworth Police Department, or Acworth Code Enforcement shall have the power to issue citations regarding dangerous dogs or potentially dangerous dogs within their jurisdiction. Those citations issued by the Acworth Police Department or Acworth Code Enforcement shall be returnable to the Municipal Court of the City of Acworth.

6.

The County and the City agree to adopt and maintain policies and procedures which comply with Official Code of Georgia Annotated Section 4-8-20, et seq. entitled "Dangerous Dog Control Law".

7.

All Notices, Hearings, Procedures and other Administrative and Procedural matters required to be handled under the Dangerous Dog Control Law by either the City or the County shall be handled by the County and the City hereby ratifies all such acts undertaken by the County.

8.

A. The County may issue dog licenses for the County and City or any other licenses authorized under the City's Animal Control Ordinance and may collect license fees and impound fees as levied by the County and shall maintain an accurate record showing persons to whom licenses have been issued and persons who have paid license and impound fees. Fees so collected on behalf of the

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County and the City shall be applied to the annual operating budget such that operational costs shall be borne solely by the income received thereby. Records of all fees collected on behalf of the City shall be subject to periodic audits by the City.

B. The County for itself and on behalf of the City is hereby authorized to establish the fee, charge, or other levy as authorized under the Dangerous Dog Control Law. The County is hereby authorized to collect any such fee, charge or levy as provided herein both for itself and on behalf of the City.

9.

The City hereby indemnifies and agrees to hold the County harmless and its officers, employees and members of Board of Commissioners and Animal Control Board from any and all acts of negligence, malfeasance, nonfeasance and from any and all other claims of damages, loss of income, and liability of any type whatsoever incurred by the County or its agents and employees in connection with the enforcement of the City's Animal Control Laws and the Dangerous Dog Control Law within the City; and the City further agrees to indemnify the County from any losses, adverse judgments, or any liability whatsoever the County or its agents and employees shall incur in connection with the enforcement of the City's Animal Control Laws and the Dangerous Dog Control Law within the City.

10.

Whenever the County's Animal Control Officer, Dog Control Officer or any of its agents and employees is engaged in or charged with the enforcement of the City's Animal Control Laws and the Dangerous Dog Control Law within the City, said Officers or any of their agents and employees, shall be deemed to be an agent of the City and acting on behalf of the City and shall not be deemed to be an agent of the County or acting on behalf of the County.

11.

The City hereby appoints the Cobb County Animal Control Board as the authority to hold hearings provided for in O.C.G.A. Section 4-8-24.

12.

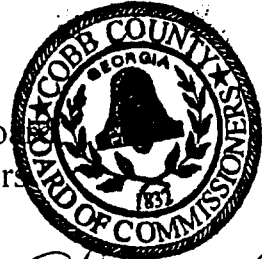
This contract shall become effective after the same shall have been finally executed by all the parties and shall remain in effect from year to year thereafter provided either the County or the City may hereto cancel the same on ninety (90) days written notice to the other party. Upon any change in the office of the Chief Magistrate, this Agreement shall remain in effect and automatically extend to the term of the new Chief Magistrate provided that the new Chief Magistrate signs this Agreement upon the beginning of his term of office.

IN WITNESS WHEREOF, the parties hereto caused their hands and seals to be affixed the date first above written.

Approved as to form:

*Steph D. [Signature]*  
County Attorney

Cobb County Board  
of Commissioners



By: *[Signature]*  
Chairman

Attest:

By: *Gail K. [Signature]*  
County Clerk

Authorization by Board of Commissioners on this 27 day of April, 2006.

**APPROVED**  
PER MINUTES OF  
COBB COUNTY  
BOARD OF COMMISSIONERS  
4/27/2006

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SECTION 147 DATED 4-27-06  
BOC Reg.



Approved as to form:

[Signature]  
City Attorney

City of Acworth

By: [Signature]  
Mayor

Attest:

By: [Signature]  
City Clerk

Authorization by City Council on this 6<sup>th</sup> day of April, 2006.

Magistrate Court of Cobb County

By: [Signature]  
Chief Magistrate

Attest:

By: [Signature]  
Court Clerk

Authorization by Chief Magistrate of the Magistrate Court of Cobb County  
on this 8 day of May, 2006.

Consent to be Placed on Probation

I, Justin Isbell, licensee for GMRI, Inc., doing business as, Olive Garden Italian Restaurant #1152, located at 429 Barrett Pkwy., Kennesaw, Ga. 30144, do hereby consent to the Cobb County Alcoholic Beverage License of Olive Garden Italian Restaurant #1152 being placed on probation for six months beginning April 27, 2006 as a result of the sale of alcohol to an underage person by an employee of GMRI, Inc. on February 28, 2006.

I further understand and agree that as a condition of this probation, I will follow all laws and ordinances concerning the sale of alcoholic beverages including not selling alcoholic beverages to underage persons, all employees required to obtain valid Cobb County Alcoholic Beverage Work Permits by the Cobb County Code of Ordinances will maintain and keep current said permits, and I and all managers of Olive Garden Italian Restaurant #1152 have or will attend a Cobb County-approved "Responsible Alcohol Sales and Service Workshop" during the period of probation and will provide Paul Foster, Business License Division Manager, or his designee, a copy of a certificate of completion of said workshop, within five days of the completion of said workshop.

I further understand that failure to comply with these conditions of probation and any other violations of the Cobb County Code of Ordinances or any law by the licensee, the business or employees or agents of the business will result in a show cause hearing and potential suspension or revocation of the Cobb County Alcoholic Beverage License for Olive Garden Italian Restaurant #1152 .

Agreed this 22nd day of APRIL, 2006.

  
\_\_\_\_\_  
Licensee Signature

  
\_\_\_\_\_  
Notary Signature

**JAMES LYNN RAINEY**  
Notary Public, Cobb County  
State of Georgia  
Comm. Exp. Jan. 16, 2009



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Consent to be Placed on Probation

I, Chris Sullivan, licensee for Outback Steakhouse of North Georgia-I, LP, doing business as, Outback Steakhouse, located at 2900 Delk Rd., Marietta, Ga, do hereby consent to the Cobb County Alcoholic Beverage License of Outback Steakhouse, 2900 Delk Rd. being placed on probation for six months beginning April 27, 2006 as a result of the sale of alcohol to an underage person by an employee of Outback Steakhouse of North Georgia-I, LP on February 28, 2006.

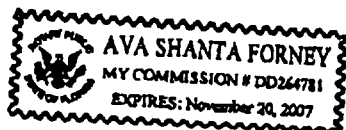
I further understand and agree that as a condition of this probation, I will follow all laws and ordinances concerning the sale of alcoholic beverages including not selling alcoholic beverages to underage persons, all employees required to obtain valid Cobb County Alcoholic Beverage Work Permits by the Cobb County Code of Ordinances will maintain and keep current said permits, and I, or any newly approved Licensee and all managers of Outback Steakhouse, 2900 Delk Rd., will attend a Cobb County-approved "Responsible Alcohol Sales and Service Workshop" during the period of probation and will provide Paul Foster, Business License Division Manager, or his designee, a copy of a certificate of completion of said workshop, within five days of the completion of said workshop or alternatively, any newly approved Licensee, as part of such Licensee's change of licensee application, and any manager within five (5) days of the date of this agreement shall furnish to Mr. Foster, or his designee, a copy of a certificate of completion of said workshop, which evidences completion of the said workshop, on or subsequent to December 1, 2005.

I further understand that failure to comply with these conditions of probation and any other violations of the Cobb County Code of Ordinances or any law by the licensee, the business or employees or agents of the business will result in a show cause hearing and potential suspension, revocation, or other disciplinary action against the Cobb County Alcoholic Beverage License for Outback Steakhouse of North Georgia-I, LP, doing business as Outback Steakhouse.

Agreed this 27 day of April, 2006.

Chris Sullivan  
Licensee Signature

Ava Shanta Forney  
Notary Signature



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**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 local 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 an official opinion dated 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 all other such budget amendments as shall be specifically detailed in motions adopted by the Board of Commissioners this date.

This 27th of April 2006.

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BOC Reg.

STATE OF GEORGIA  
 COUNTY OF COBB

PROPERTY ADDRESS:  
4569 Dallas Street  
Acworth, Georgia

**INTERGOVERNMENTAL LEASE AGREEMENT**

THIS INTERGOVERNMENTAL LEASE AGREEMENT is made and entered into this 13 day of May, 2006, by and between **Cobb County, Georgia**, as Landlord, and **City of Acworth, Georgia**, as Tenant.

1. **Definitions.** For purposes of this Intergovernmental Lease Agreement, the following terms shall have the following meanings, unless the context requires otherwise:

(a) "Commencement Date" shall mean the date of this Intergovernmental Lease Agreement hereinabove set forth.

(b) "Environmental Laws" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental entity, whether local, state, or federal, relating to air pollution, water pollution, noise control, and/or transporting, storing, handling, discharge of or disposal of Hazardous Material, including, without limitation, the following: the Clean Air Act; the Resource Conservation and Recovery Act, as amended by the Hazardous Waste and Solid Waste Amendments of 1984; the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Toxic Substances Control Act; the Federal Insecticide, Fungicide and Rodenticide Act, as amended; the Safe Drinking Water Act; OSHA; the Hazardous Liquid Pipeline Safety Act; the Hazardous Materials Transportation Act; and the National Environmental Policy Act, as the same may be amended from time to time. "Environmental Law" shall be the singular reference to "Environmental Laws."

(c) "Hazardous Material" shall mean any substance, material, or waste which is toxic, ignitable, reactive, or corrosive and which is or becomes regulated by any local or state governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," or "hazardous material," by any local or state law, (ii) oil and petroleum products and their by-products, other than naturally-occurring, unrefined petroleum, (iii) asbestos, or asbestos-containing materials, (iv) designated as "hazardous substance" pursuant to the Federal Water Pollution Control Act, (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, or (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act.

(d) "Landlord" shall mean the Landlord named in this Intergovernmental Lease Agreement, together with Landlord's heirs, legal representatives, successors, and assigns.



(e) "Laws" shall mean all federal, state, county, municipal, and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, directives, and all decisions of courts, administrative bodies, and other authorities construing any of the foregoing. "Law" shall be the singular reference to "Laws".

(f) "Lease" shall mean this Intergovernmental Lease Agreement, together with any and all exhibits, addenda, special stipulations and attachments which may be part of this lease.

(g) "Premises" shall mean all of that land known according to the present system of street addresses as **4569 Dallas Street, Acworth, Georgia, 30101**, which land is more particularly set forth and described on **Exhibit "A"** attached hereto and by reference made a part hereof. **The premises shall include the existing paved parking lot and undeveloped land only and not any portion of the building or improvements.** The premises are more particularly described on Exhibit "A" attached hereto and made a part hereof.

(h) "Tenant" shall mean the Tenant named in this Lease, jointly and severally if more than one is named, together with Tenant's heirs, legal representatives, successors and permitted assigns, jointly and severally if more than one.

2. Premises. In consideration of the covenants and agreements to be performed by Tenant and for the rent and upon the terms and conditions stated, Landlord lets and leases the Premises to Tenant, and Tenant takes, and accepts from Landlord, the Premises, in their present condition as is, and as suited for the use(s) intended by Tenant.

3. Term.

(a) This Lease shall be for a term of 25 years and shall commence on April 1, 2006 and shall expire on May 31, 2031.

Landlord agrees to grant Tenant the right to extend this Agreement for an additional 25 years, if said extension is approved by the Cobb County Board of Commissioners as elected at that time.

4. Rent.

(a) Tenant shall pay to Landlord, at Landlord's address for notice hereunder as set forth herein, without any right of set-off or deduction and without prior notice of demand annual rent in the amount of one dollar and no/100 (\$1.00) per year in advance.

(b) Tenant shall pay all utilities for the parking lot in a timely manner and when due.

(c) Tenant will provide and prepare all necessary surveys and legal documents for the Landlord's review for any new construction located on the leased premises. Tenant will consult with appropriate Cobb County Planning and Building departments designated by the Landlord during design of the planned project on the leased premises. The designated departments shall have 5 business days to review the design plans and the design of the project and provide written comments. Construction of the parking lot will



meet the County's Development standards and specifications as provided by County D.O.T. staff in advance of this Agreement.

(d) Landlord agrees to cooperate with Tenant in any issuance of permits or appraisals of other governmental entities. Landlord consents to execute applications and permits required for Tenant's improvements on the leased premises. However, in the event such applications and/or permits create new encumbrances on Landlord's property, such encumbrances shall require approval by a majority vote of the Cobb County Board of Commissioners, which consent shall not be unreasonably withheld or delayed.

(e) It is understood that the Tenant's plans are to apply for a state buffer variance known as an "Application for a 25 foot Vegetative Buffer Encroachment" and the plans show that the creek known as "Acworth Creek" will be piped. Landlord agrees to this variance application and will sign off on this variance request if needed. If the state variance request is not granted, or if the city wishes to begin construction before the state buffer variance is acted upon and construct a parking lot outside of the state 25 foot buffer both the Landlord and the Tenant agree to allow the construction within any county or city buffer requirements. The Tenant shall not be required any additional approvals from the Landlord for items outlined in this section (4(e)).

5. Signage and Permits.

(a) Tenant shall have the right, at Tenant's sole cost and expense, to erect a sign on the Premises, provided that Tenant shall have submitted Tenant's plan for the sign to Landlord for approval prior to the erection thereof, and further that said sign shall comply in all respects with the sign ordinance or other laws and regulations governing the same by the appropriate government authority. Landlord agrees not to unreasonably withhold its approval of any such plan submitted to Landlord.

5. Use.

(a) Tenant shall use the Premises for the purposes of a parking lot only and which shall include the construction of a parking structure. In no event shall Tenant use the Premises for any illegal purpose, in violation of any Law, or in any manner which constitutes a public or private nuisance. Tenant shall not do, bring, or keep anything on or about the Premises that would increase the rates charged Landlord for, or cause cancellation of, Landlord's insurance covering the Premises. Landlord does not make, and has not made, any representations regarding the zoning of the Premises. Tenant has determined that the use(s) contemplated by the Tenant conform to and comply with zoning and all other Laws and represents to Landlord that they do. Tenant shall use the Premises as a parking lot during the term of this Lease, and Tenant shall not abandon, vacate or cease to use the Premises during the term of this Lease.

7. Legal Requirements. Tenant shall, at Tenant's sole cost and expense, comply promptly with all Laws affecting the Premises, if compliance is made necessary in whole or in part by reason of Tenant's use or occupancy of the Premises or by reason of Tenant's failure to comply fully with Tenant's obligations under Section 8 of this Lease



8. Liens. Tenant shall not create or permit to be created any lien, encumbrance or charge against the Premises or any part of the Premises, and if any lien, encumbrance or charge is filed against any part of the Premises, Tenant shall cause same to be discharged by payment, satisfaction, or posting of bond within ten (10) days after the date filed. If Tenant fails to cause any lien, encumbrance, or charge to be discharged within the permitted time, Landlord may cause it to be discharged and may make any payment which Landlord, in its sole judgment, considers necessary in order to do so.

9. Assignment, Subletting by Tenant.

Tenant shall not at any time sublease or assign its interest, rights, privileges and obligations arising out of this Lease, to any other person or persons or legal entity without prior written approval of Landlord.

10. No Estate in Tenant. This Lease creates only the relationship of Landlord and Tenant between Landlord and Tenant, and no estate in land shall pass out of Landlord.

11. Risk of Loss of Property and Risk of Injury. Landlord shall not at any time be liable for any loss of or damage to any property of Tenant or others in or upon the Premises or any adjoining sidewalks, streets or ways, and Landlord shall not be liable to anyone for personal damage or injury in or upon the Premises or any adjoining sidewalks, streets, or ways.

12. Rights Cumulative. All rights, remedies, powers and privileges conferred under this Lease on the parties shall be cumulative and in addition to, but not restrictive of or in lieu of, those conferred by law.

13. Time of Essence. Time is of the essence of this Lease. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Lease.

14. Notices. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given in writing (except as otherwise expressly provided herein) if delivered by one of the following methods: (i) by personal delivery or by a reputable delivery service at the street address specified below, or (ii) by first-class, registered or certified mail, postage prepaid, to the post office box specified below or to the street address if no post office box is given. The hand delivery address and mailing address for receipt of notice or other documents by such parties are as follows:

If to Landlord:

Cobb County, Georgia  
Cobb County Attorney's Office  
c/o County Attorney  
100 Cherokee Street, Suite 595  
Marietta, Georgia 30090-7000



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If to Tenant:

City of Acworth, Georgia  
4415 Senator Russell Avenue  
Acworth, Georgia 30101  
Attention: City Manager

Any of the above-mentioned parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by its identified attorney at law shall be valid and effective to the same extent as if signed by such party. Any notice or other communications shall be deemed delivered when actually received at the address of the party to whom directed or, if sent by mail, three (3) days after such notice or document is deposited in the United States mail, as provided above.

15. Environmental Matters.

Tenant shall not suffer, allow, permit, or cause the generation, accumulation, storage, possession, release, or threat of release of Hazardous Material; provided, however, the foregoing prohibition shall not be applicable to normal and reasonable amounts of such substances (including such amounts of such substances as may be reasonably necessary and incidental to the operation of its business on or from the Premises), so long as such materials are properly, safely, and lawfully stored and used by Tenant in accordance with all applicable Environmental Laws.

16. Recreational Events in Parking Lot:

- a. Tenant will designate a minimum of 2 handicap and 15 regular parking spots for library patrons during any special events.
- b. Tenant shall give written notice to City of Acworth Library head librarian not less than 10 days prior to any scheduled event to take place on leased premises as to the nature of the event, sponsors of the event, and hours event will take place.
- c. Tenant will not allow events that create excess noise (i.e., loud continuous sounds in excess of 85 DB's). Tenant will ensure that bands, loud speakers, and other forms of amplified sound are directed 180° away from any exterior wall of the library building. It is understood that this provision only applies to the land owned by the Landlord and leased to the Tenant and shall not apply to any land owned by the City of Acworth.

17. During Construction:

- a. Tenant will take all necessary steps to minimize the inconvenience of construction, i.e., noise, dust, construction traffic, etc. on the library patrons, and library staff.
- b. At any time during the construction phase of the City's redevelopment that the existing library parking is made unusable, Tenant will provide the library staff and handicap patrons a minimum of 2 handicap and 3 regular undesignated parking spaces in close proximity to the library as is



reasonably possible.

- c. Tenant will provide temporary security lighting to illuminate the library and its entrances and exits during hours of darkness until permanent lighting can be installed and operational as part of the parking lot construction.
- d. Tenant will post signage at the existing library parking lot informing the public that the City is constructing a new parking lot and giving directions to where library patrons can park.

18. Lease Period:

- a. During the term of the lease, Tenant will maintain the parking lot located on Landlord property so as not to allow the curbing, asphalt, concrete, islands, landscaping, or light fixtures and light poles to deteriorate, rust, crumble, or become a safety hazard. It is understood that concrete and asphalt over time do develop cracks, this is normal wear and shall not be subject to this section. This section shall only apply to a condition where the concrete or asphalt breaks up to create a safety hazard.
- b. Tenant will be solely responsible for keeping the parking lot located on Landlord property clean and removing litter, leaves, abandoned vehicles, and any unsightly materials. Any litter or other material generated from the operations of the Library shall be the Landlord's responsibility.
- c. In the event Landlord determines that any of the tasks stated in Paragraph 18 (a) and (b) herein, need to be addressed Landlord shall submit a written request to Tenant outlining the areas of concern. Tenant shall have 20 business days to fix the issue or respond to Landlord with a plan to address the issue if it cannot be addressed within the 20 business days. If the Tenant does not fix the issue or respond to the Landlord within the 20 business days the Landlord may make the repairs and submit to the Tenant a statement of the actual incurred costs, which Tenant shall promptly reimburse the Landlord within 30 days of receipt.
- d. If Tenant disagrees with the Landlord's written request of items to be corrected as outlined in Item 18c then Tenant shall notify Landlord within 20 business days of receipt of notice from Landlord what items it disagrees with need to be fixed and why. Tenant and Landlord shall then meet within 10 business days to work out the issue. If an agreement can not be worked out then both parties agree to submit the issue to an arbitrator agreed to by both parties who shall determine what repairs are needed. The cost of the arbitrator shall be shared equally between by both the Tenant and Landlord.
- e. Landlord specifically reserves the right to encroach on the leased property for future expansion of the existing library building. Tenant will cooperate with Landlord in the event an expansion of the existing library building is authorized by the Cobb County Board of Commissioners in allowing the expansion of the existing building to be constructed on the leased parking lot property. Landlord agrees that any expansion of the existing building will not exceed 65% of the present square footage in the building at the time this lease agreement is executed unless the county and city mutually agree in writing to a greater expansion. Tenant will designate a mutually agreed to number of additional parking spaces on the leased property as part of any future expansion of the library building.

19. Designated Parking:

- a. As part of the consideration for this lease agreement, Tenant will designate and set apart for the



exclusive use of the library staff and library patrons 2 handicap parking spaces and 15 regular parking spaces. These 17 parking spaces shall be adjacent to or not more than 50 feet from the rear or side entrance into the library building. Said parking spaces shall be clearly marked by City to read, "Reserved for Library Patrons Only During Library Hours of Operation".

20. Parking Fees:

- a. Tenant shall not charge any library patron or library employee a fee to park in the portion of the parking lot described in this lease agreement during the duration of this lease.

21. Surface Conditions:

- a. Tenant shall be solely responsible for resurfacing the leased parking lot surfaces and all repairs including stripping, crack repairs, sink hole repairs.
- b. Tenant will promptly remove any snow or ice accumulation on the leased parking lot surface.
- c. If Landlord determines any work/repairs listed in 21a and b need to be made it shall follow the provisions listed in 18 c and d.

22. Entire Agreement. This Lease contains the entire Agreement of the parties hereto and no representations, warranties, inducements, promises, or agreements (oral or otherwise) between the parties not embodied in this Lease shall be of any force or effect.

23. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under applicable present or future Laws effective during the term of this Lease, the remainder of this Lease shall not be affected. In lieu of each clause or provision of this Lease which is illegal, invalid, or unenforceable, there shall be added as part of this Lease a clause or provision as nearly identical as may be possible and as may be legal, valid, and enforceable.

24. Headings. The use of the headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various paragraphs and shall, in no event, be considered otherwise in construing or interpreting any provision in this Lease.

25. Tenant's Authority. Tenant represents and warrants to Landlord, knowing that Landlord is relying on each such representation and warranty, that:

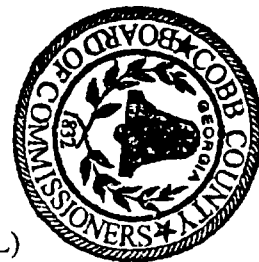
- (a) Tenant is authorized to execute and enter into this Lease and to deliver it to Landlord.
- (b) The execution, delivery, and performance of this Lease by Tenant is not in violation of any contract, agreement, undertaking, judgment, decree, governmental order, or other restriction of any kind to which Tenant is a party or by which Tenant may be bound.
- (c) This Lease constitutes the valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease, all effective as of the day and year first written above.



REFERENCE MINUTE BOOK 96  
SECTION 14 NN DATED 4-27-06  
BOC Reg.

LANDLORD:  
Cobb County, Georgia



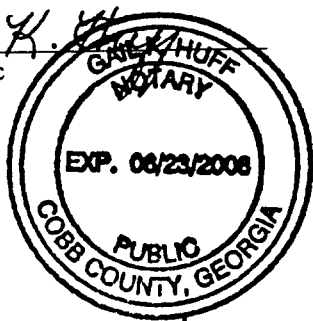
By: [Signature] (SEAL)  
Name:  
Title:

Signed, sealed and delivered  
in the presence of:

**APPROVED**  
**PER MINUTES OF**  
**COBB COUNTY**  
**BOARD OF COMMISSIONERS**  
4/27/06

[Signature]  
Witness

[Signature]  
Notary Public



TENANT:  
City of Acworth, Georgia

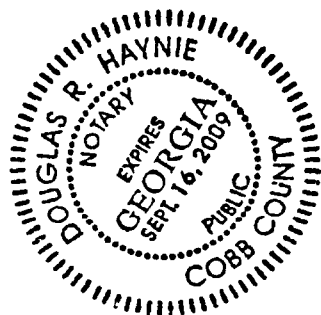
By: [Signature]  
Name:  
Title:

(CORPORATE SEAL)

Signed, sealed and delivered  
in the presence of:

Witness

[Signature]  
Notary Public



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EXHIBITS ATTACHED TO THIS LEASE:  
Exhibit "A" - Legal Description



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BOC Reg.

EXHIBIT A  
TO LEASE

DESCRIPTION OF PREMISES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 32 OF THE 20TH DISTRICT, 2ND SECTION, CITY OF ACWORTH, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT FOUND ON THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF RUSSELL SQUARE, FORMERLY CARNES STREET, (40' R/W) AND THE WEST RIGHT OF WAY OF DALLAS STREET (40' R/W); THENCE PROCEED SOUTH 29 DEGREES 20 MINUTES 12 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE OF DALLAS STREET A DISTANCE OF 161.66 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 29 DEGREES 20 MINUTES 12 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE OF DALLAS STREET A DISTANCE OF 19.12 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY, NORTH 61 DEGREES 20 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 97.50 FEET TO A POINT; THENCE, CONTINUE SOUTH 29 DEGREES 20 MINUTES 12 SECONDS WEST A DISTANCE OF 69.15 FEET TO A POINT; THENCE, CONTINUE SOUTH 61 DEGREES 20 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 97.50 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DALLAS STREET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE OF DALLAS STREET SOUTH 29 DEGREES 20 MINUTES 12 SECONDS WEST A DISTANCE OF 16.74 FEET TO AN IRON PIN FOUND; THENCE LEAVING SAID RIGHT OF WAY, NORTH 62 DEGREES 35 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 306.70 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MILL STREET (30' R/W); THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE OF MILL STREET NORTH 30 DEGREES 51 MINUTES 39 SECONDS EAST A DISTANCE OF 110.41 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 61 DEGREES 53 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 136.93 FEET TO A POINT; THENCE SOUTH 61 DEGREES 20 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 166.70 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 26206 SQUARE FEET (0.60 ACRES), MORE OR LESS.



REFERENCE MINUTE BOOK 96  
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BOC Reg.

## **EMPLOYEE HANDBOOK POLICY REVISIONS**

### **ANNUAL LEAVE POLICY**

- Annual Leave available after first six (6) months of employment
- Emphasizes "catastrophic" illness or injury for leave donation
- Improved format for easier navigation

### **CONDUCT AND PERFORMANCE POLICY**

- Formerly "*Code of Conduct Policy*"
- New policy name
- Adds supervisor responsibilities/accountabilities
- Adds requirement to report complaints to management
- Adds requirement to cooperate and be truthful in investigations

### **LEAVE OF ABSENCE POLICY**

- One (1) year maximum leave vs. current two (2) years
- Maximum initial leave consideration six (6) months vs. current one (1) year with guaranteed reinstatement
- Second six (6) months subject to discretion of Department Head – reinstatement not guaranteed
- Employees with accrued leave balances after one (1) year maximum may request (from County Manager) extension of leave equal to leave balance
- Defines Personal Leave
- Includes Educational Leave
- Enhances language prohibiting other employment while on leave
- Employee must contact HR about continuation of benefits while on LOA
- Adds and clarifies definitions relating to FMLA
- Policy page easier to navigate

## **NO HARASSMENT & NO DISCRIMINATION POLICY**

- Formerly the "*No Harassment Policy*"
- Adds prohibitions to discrimination and associated guidance
- Expands the definition of "harassment" for clarification
- Includes mandatory training requirement
- Adds procedural steps and safeguards for reporting and managing complaints
- Prohibits retaliation
- Adds language about noncompliant conduct of Department/Agency Heads and Elected Officials

## **PROGRESSIVE DISCIPLINE POLICY**

- Provides guidelines for steps to discipline
- Requires Managers to contact Human Resources or Legal on any action above verbal warning
- Limits number of people present in discipline meeting
- Limits paid suspensions to ten (10) days

## **SMOKING AND TOBACCO USE POLICY**

- Formerly "*Smoking Policy*"
- Prohibits smoking ***and*** use of tobacco products in all County buildings and County vehicles

## **SICK LEAVE POLICY**

- Eliminates Sick Leave Advance
- Eliminates Extended Sick Leave
- Prohibits Management from soliciting leave donations for employees on sick leave
- Defines sick leave abuse
- Limits Sick-Leave Buy-Back Plan available only to employees with 160 hours of accrued sick leave

## **SPIRIT DAY POLICY**

- Spirit Day every Friday
- No Jeans
- No Tennis Shoes



**POLICY ELIMINATED**

- **Educational Leave Policy (included in LOA Policy)**

REFERENCE MINUTE BOOK 96  
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# ANNUAL LEAVE POLICY

Effective Date: Adopted 8/65; Revised  
3/75, 4/76, 6/79, 11/83, 8/95,  
1/96, 4/00, 12/01, 3/06

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## §-I. PURPOSE

To provide regulations concerning the accrual and use of annual leave by County employees.

## §-II. SCOPE

All Full-Time Employees

## §-III. POLICY

Annual leave is granted to employees to use for vacations or other personal purposes. All full-time employees shall be entitled to accrue annual leave with full pay after the first six (6) months of employment, in accordance with this policy. Compensation in lieu of annual leave is prohibited except at separation.

## §-IV. PROCEDURES

### A. Accrual of Annual Leave

A 40-hour-week employee in pay status for 40 hours during a bi-weekly pay period earns annual leave for that bi-weekly. A 40-hour-week employee in pay status for less than 40 hours during a bi-weekly pay period earns no leave for that bi-weekly. A 56-hour-week employee must be in pay status for 56 hours during a bi-weekly period to earn annual leave. All other work weeks will be computed on the same basis.

Annual leave accrual will occur at the end of the biweekly pay process. Annual leave accrual will be calculated as follows:

#### For 40 hour week employees:

Five days (40 hours) annual leave will be earned and available for use after the completion of six (6) months of service. The employee will then accrue an additional five days (40 hours) of annual leave during the second six-months of employment at the rate of 3 hours 6 minutes per bi-weekly. After completion of the first year of service, the employee will continue to accrue 3 hours 6 minutes of annual leave per bi-weekly pay period (10 days annually). After completion of five years of service, the employee will accrue 4 hours 42 minutes of annual leave per bi-weekly pay period (15 days annually). After completion of fifteen years of service, the employee will accrue 6 hours 12 minutes of annual leave per bi-weekly pay period (20 days annually).

#### For 56 hour week employees:

Five days (60 hours) annual leave will be earned and available for use after completion of six (6) months of service. The employee will then accrue an additional five days (60 hours) of annual leave during the second six (6) months

**ANNUAL LEAVE POLICY**

REFERENCE MINUTE BOOK 96  
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## ANNUAL LEAVE POLICY

of employment at the rate of 4 hours 42 minutes per bi-weekly. After completion of the first year of service, the employee will continue to accrue 4 hours 42 minutes of annual leave per bi-weekly pay period (10 days annually). After completion of five years of service, the employee will accrue 7 hours of annual leave per bi-weekly pay period (15 days annually). After completion of fifteen years of service the employee will accrue 9 hours 18 minutes of annual leave per bi-weekly pay period (20 days annually).

### For other work weeks:

Any employee working a work week other than the above will have annual leave computed at the same ratio.

### Accumulation of leave:

Annual leave will accrue to an employee who is in a leave-with-pay status such as annual, sick, and military leave with pay.

The accumulation of annual leave will be allowed until it totals not more than 480 hours (60 days) for 40-hour-week employees and 720 hours (60 days) for 56-hour-week employees at the beginning of the first full biweekly pay period in each calendar year.

### B. Use of Annual Leave

A full-time employee may utilize annual leave in increments of 15 minutes upon approval of the head of his/her department, agency, or office for vacation or other personal reasons.

Annual leave with pay shall not be granted to emergency, per diem, temporary or part-time (less than 30 hours per week) employees.

Employees will be charged for annual leave for absence only on days when they would otherwise work and receive pay. No charges will be made for annual leave on scheduled days off, holidays, or other non-work days established by the Governing Authority of the County.

When the employee is granted time off for vacation or other personal reasons beyond his/her available annual or sick leave balances, the additional requested hours will be charged to accrued compensatory hours or to leave without pay.

### C. Payout upon Separation or Death

An employee who retires, resigns, or is dismissed shall be paid his/her accrued annual leave based upon the following:

Annual leave pay for employees with less than 10 years service on the date of separation will not exceed 240 hours (30 days) for 40-hour-week employees and 360 (30 days) for 56-hour-week employees.

Annual leave pay for employees with 10 years or more service on the date of separation will not exceed 480 hours (60 days) for 40-hour-week employees and 720 hours (60 days) for 56-hour-week employees.

## ANNUAL LEAVE POLICY

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## ANNUAL LEAVE POLICY

Such compensation will not extend the date of separation. The separation date shall be the last day of active service. No annual leave shall be earned after the separation date.

Salary for accrued annual leave will be paid to the estate of a deceased employee.

### D. Annual Leave Donation Program

An employee ("donor") may donate accrued, unused annual leave to an employee ("recipient") who has exhausted all available leave balances (annual, sick, compensatory) and who would otherwise need to take leave without pay due to personal catastrophic health conditions/injuries or similar health conditions/injuries affecting qualified family members.

1. An illness or injury is considered catastrophic if it poses a threat to life and/or requires inpatient, hospice, or resident health care. Examples of catastrophic health conditions include heart attacks, cancer, and serious motor vehicle accidents.

Minor illnesses or injuries or chronic medical conditions that are not catastrophic do not qualify for the annual leave donation program.

2. Qualified family members include the employee's spouse, parent, child or stepchild, brother, or sister including adoptive relatives, but not relatives-by-marriage (other than the employee's spouse).
3. Only employees who would otherwise be eligible to accrue and/or use annual and sick leave and who have been employed for a minimum of twelve (12) months are eligible to be leave donors or leave recipients in the annual leave donation program.
4. Donated annual leave shall be transferred, converted, and added to a recipient's sick leave balance on an as-needed basis. In the event that more than one employee requests to donate leave to the same leave recipient, the County shall debit the annual leave account of leave donors based upon the order in which their approved requests to transfer leave were received by the Human Resources Department.
5. The annual leave donation program shall be subject to the following administrative procedures:

#### a. Leave Donation Requirements:

1. Donation of leave shall be strictly voluntary. An employee may not donate leave to or receive leave from his/her immediate supervisor or to/from any employee(s) in his/her chain of supervision, including the Department or Agency Head.
2. Each leave donor must maintain a minimum balance of one (1) week of accrued annual leave

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after the donated leave is deducted. Leave may be donated only in whole hour increments from a minimum of eight hours for all employees and a maximum of 240 hours for all employees with the exception of 360 hours for 56-hour week employees.

3. Donated annual leave hours will be converted to sick leave and computed at the applicable work-week ratio. For example, if a 40-hour week employee donates leave to a 56-hour-week employee, the 40-hour-week employee's leave will be converted to a 56-hour-week equivalent at the time of the transfer.
4. No consideration will be made to the donor and recipient employees' pay rates as related to the value or number of leave hours donated/received.
5. A donor employee may not request or require any form of repayment, monetary or otherwise, of a recipient employee.

### b. Leave Receipt Requirements:

1. It is the sole responsibility of the recipient employee to request donated leave from other employees and to submit a completed application with required documentation. The completed form should be signed by the following: donor employee, donor employee's Department/Agency Head, applicant/recipient, and the applicant/recipient's Department/ Agency Head.
2. A certification letter from a licensed medical practitioner describing the nature of the catastrophic health condition and its expected duration should accompany the application form.
3. An employee is not eligible for receipt of leave if the injuries for which he/she seeks leave were suffered during or in furtherance of a criminal offense committed by the employee.
4. An employee may not receive leave for more than two (2) catastrophic health conditions per calendar year or for more than thirteen (13) weeks total.
5. The County shall have the right to, at any time during an employee's leave, require further documentation from a licensed health care provider

## ANNUAL LEAVE POLICY

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# ANNUAL LEAVE POLICY

verifying the catastrophic health condition and its expected duration.

## c. Annual Leave Donation Program Limitations:

1. The County leave donation program shall not be construed to give any employee a right or entitlement to receipt of donated leave or to the unrestricted use of leave donated to the employee.
2. The County may at any time deny the annual leave donation application of any employee if the County determines, in its sole discretion, that the County's needs require the employee's position be filled or that the requested leave would not otherwise be in the best interest of the County. This program should not be construed to restrict the County from imposing work rules, requirements for use of leave, or requirements for reporting while away from work.
3. Department personnel representatives, supervisors, other managers, Department/Agency Heads, elected officials, and employees of the Human Resources Department cannot solicit leave on behalf of any employee and may only administer the exchange of leave as outlined in this policy.
4. To the extent this program conflicts with any other provision of Cobb County policies, the County Code, State or Federal law, or County departmental procedures, the program's provisions are not controlling.

**ANNUAL LEAVE POLICY**

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# CONDUCT & PERFORMANCE POLICY

Effective Date: Adopted 6/92;  
Rev. 4/00, 3/06



## §-I. PURPOSE

To provide employees with a statement of requirements related to their responsibilities and the performance of their duties.

## §-II. SCOPE

Board of Commissioners' Employees

## §-III. PROCEDURES

Employees are required to perform their duties in compliance with specified expectations set forth in County policies, rules, and regulations and consistent with the official operation of their agencies and departments and the public interest.

Employees are accountable for the proper performance of their assigned duties and for compliance with the policies, rules, and regulations of the County. Failure to adhere to the applicable standards will be cause for intervention and/or disciplinary action, up to and including termination.

The following conduct and performance requirements are provided to ensure that employees have clear guidelines as to acceptable and unacceptable behavior.

### A. General Conduct

Employees are required to conduct themselves at all times, both on and off duty, in a manner that reflects most favorably on the County. In this regard, employees must:

1. Perform their assigned duties at or above satisfactory levels;
2. Maintain a satisfactory record of attendance;
3. Be aware of and comply with requirements for workplace behavior and appearance, whether set forth in this policy or elsewhere;
4. Refrain from engaging in any action or becoming involved in any matters that interfere with or detract from the performance of their duties; and
5. Accept responsibility for their actions. Employees shall not shift the burden or responsibility for any action or omission related to the performance of their duties.

CONDUCT & PERFORMANCE POLICY

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## B. Compliance with Rules

Employees are required to comply with all County policies, rules, and directives, whether stated in the Employee Handbook, in departmental policy statements, and/or conveyed orally or in writing by a supervisor or member of management. Employees are also required to comply with all applicable County Code provisions and State and Federal laws while engaged in the performance of their duties.

An employee will be considered to have engaged in unbecoming conduct for actions that violate laws, that tend to bring the County into disrepute, that reflect discredit upon the person as a member of the County staff, or that tend to impair the operation or efficiency of the County or its employees. An employee's ignorance of applicable laws, policies, regulations, or rules will not justify any violations.

Since it is impossible to specify every instance that might result in a violation of policy or procedure, a standard of reasonableness will apply to determine whether specific conduct is unacceptable if such conduct is not specifically addressed in this policy or in other applicable rules, policies, or laws.

## C. Conflict of Interest

All employees are required to conduct County business in an ethical manner and to avoid any real or apparent conflicts of interest. In this regard, employees must:

1. Avoid any direct or indirect interest, financial or otherwise, that is in conflict with the proper discharge of the employee's duties;
2. Adhere to the Gifts & Gratuities Policy; and
3. Adhere to the following standards of conduct:
  - (a) No employee shall use and/or attempt to use his/her official position or any resource within his/her trust or perform his/her official duties to secure a special privilege, benefit, or exemption for him/herself or others;
  - (b) No employee shall disclose or use privileged information or information not available to members of the general public and gained by reason of the employee's official position for personal gain or advantage or to provide any other person or entity with an actual or potential advantage. If the employee discovers that s/he has an outside financial interest that could be affected by County plans and/or activities, the employee must immediately report the situation to his/her supervisor;
  - (c) No employee shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or doing business with, the County and which creates an actual or apparent conflict of interest between the employee's private interests and the performance of his/her public duties or which might impede the full and faithful discharge of the employee's public duties.

## CONDUCT & PERFORMANCE POLICY

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**D. Secondary Employment**

Prior to engaging in outside employment, including consulting or other self-employment, employees must obtain prior written approval each year to engage in and/or to continue such employment. It is not the intent of this section to prevent any employee from accepting other employment or from following any pursuit which does not create an actual or potential conflict of interest and/or which does not interfere with the employee's ability to fully and faithfully discharge his/her duties.

**E. Performance of Duties**

Employees are required to properly perform their duties and fulfill the responsibilities of their positions. As such, employees are required to:

1. Demonstrate knowledge of their assigned duties;
2. Possess competency to perform their assigned duties;
3. Report for duty as assigned;
4. Remain alert and capable of performing their assigned duties;
5. Remain at their assigned work or duty locations, unless otherwise authorized;
6. Perform their assigned duties so as to satisfy the work standards established for the employee's position; and
7. Perform their assigned duties efficiently and effectively.

An employee's performance will be considered unsatisfactory if the employee does not satisfy the objectives and requirements for his/her position (e.g., for excessive or unexcused absences/tardies; for being unable or unwilling to perform assigned tasks; for failing to take appropriate action; for failing to meet requirements established for a position).

**F. Accurate, Truthful, Timely Reporting**

Employees are required to submit all necessary reports on time and in accordance with established standard operating procedures. Reports submitted are to be truthful and complete, and no employee shall knowingly enter or cause to be entered on any record any inaccurate, false, or improper information.

**G. Reports of Sickness or Injury**

Employees are required to report to their supervisor any accident, injury, or illness to themselves or others that would, in the employee's judgment, affect the performance of duty.

Employees shall not feign illness or injury, falsely report themselves or anyone else to be ill or injured, deceive or attempt to deceive any official of the County about the condition of their health, or otherwise abuse sick leave as defined in the *Sick Leave Policy*.

**H. Use of County Property**

Employees shall use County property only for its intended purpose, in an appropriate and safe manner, and in the furtherance of official activities.

**CONDUCT & PERFORMANCE POLICY**

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Employees must demonstrate proper care for County property and equipment, maintain it in proper working order, and ensure that it is not damaged, abused, wasted, lost, or misappropriated.

Employees may not, directly or indirectly, possess, use, or allow County property to be used for any purpose other than official activities.

In operating or using official County vehicles, employees are required to exercise care and to comply with all laws of the State of Georgia and the Safety Manual.

**I. On-the-Job Business Activities & Distribution of Materials**

Employees are expected to dedicate their efforts during working hours to their employment duties for the County. As such, employees may not engage in any business for profit other than their regular duties during working time. Distribution of advertising or other business-related material, as well as business solicitations by employees, are prohibited actions.

**J. Employee Relations**

Employees are expected to be courteous to the public and employees. In demonstrating courtesy, employees are expected to be tactful, to control their tempers, and to exercise patience and discretion. In performing their duties, employees are expected to refrain from abusive, threatening, harassing, violent, intimidating, crude, vulgar, profane, or insolent language, gestures, or actions. As well, employees are expected to refrain from expressing prejudice toward any person(s) or any group(s) based upon sex, race, national origin, age, religion, politics, lifestyle, or any personal characteristics.

**K. Supervisory Responsibilities**

Supervisors must ensure that the performance and conduct of employees under their authority complies with the County's Conduct and Performance Policy. In managing employee performance and conduct, supervisors have a responsibility to address conduct and activity that violates the County's requirements and expectations in a fair and consistent manner.

**L. Compliance with Supervisory Directives**

Employees are required to comply with directions and/or any lawful order of a supervisor or member of management. Such directions or lawful orders may be relayed from a supervisor through an employee of the same or lesser position.

Employees are not expected to follow any direction or order which would require them to commit an illegal act. If an employee is in doubt as to the legality of an order, the employee should request that his/her supervisor clarify the order or confer with higher authority.

If an employee receives direction which s/he believes conflicts with a prior rule or directive, the employee should respectfully inform the issuing supervisor of the perceived conflict. If the supervisor does not alter or retract the direction given, then the employee should obey the direction and will not be held responsible for failure to obey the rule or directive. Under such

**CONDUCT & PERFORMANCE POLICY**

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circumstances, the supervisor shall be responsible for the appropriateness of the employee's actions.

**M. Customer Service**

When individuals apply for assistance or seek advice, whether by telephone or in person, employees are expected to obtain pertinent information in an official and courteous manner and to properly act upon requests in a timely and fair manner.

Employees are expected to courteously and promptly accept any complaint made against any employee or about County policy, procedure, or actions. Employees may attempt to resolve complaints, but should not attempt to dissuade any individual from making a complaint.

**N. Privileged or Confidential Information**

Employees who deal with plans, programs, and other information of significant interest may only release information that they have authority and responsibility to release to persons authorized to receive such information.

Department/Agency Heads, Division Managers, other supervisors, and department representatives who are entrusted with confidential employee information must hold that information in the strictest confidence. Unless the information needs to be conveyed for a business purpose, the information should not be discussed or shared with other employees.

**O. External Communications**

Employees must refrain from publicly criticizing or ridiculing the County, its policies, or other employees by speech, writing, or other expression, where such speech, writing or other expression is defamatory, obscene, unlawful, undermines the effectiveness of the County, interferes with the maintenance of discipline, or is made with reckless disregard to its' truth or falsity.

Unless employees have received advance permission from an appropriate level supervisor, they are expected to refrain from addressing public gatherings, appearing on radio or television, preparing articles for publication, acting as correspondents for newspapers or periodicals, or releasing or divulging County information while holding themselves out as having an official capacity in such matters.

**P. Use of Medication**

In accordance with the County's Drug-Free Workplace Policy, employees who are taking prescribed medication should not misuse or abuse such medication. Employees must notify their supervisors if they report for work while taking prescribed medication that could affect their ability to safely and efficiently perform their jobs.

**Q. Complaints & Grievances**

Employees must bring forward complaints and/or grievances regarding working conditions, employee relations, and policy concerns (other than those related to the No Harassment & No Discrimination Policy) to the attention of their management. Employees are to bring grievances related to

**CONDUCT & PERFORMANCE POLICY**

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harassment and discrimination to the attention of management as described in the *No Harassment and No Discrimination Policy*.

**R. Cooperation in Investigations**

Employees must cooperate fully and answer truthfully all questions related to the scope of employment and operations of the County in any investigation.

In connection with investigations, employees must disclose pertinent information, including medical or financial information, upon request.

**S. Non-Interference**

Employees must refrain from interfering with any issue being handled by another County employee unless: (a) the employee is first contacted, and (b) the intervening person can show a reason that led him/her to believe beyond a reasonable doubt that a manifest injustice would result from inaction, or (c) the employee was directed to do so by a supervisor.

**T. Other Specific Requirements**

Employees are required to adhere to the following standards of conduct:

1. Employees may not fight, engage in disorderly conduct, and/or engage in "horseplay" while on duty, on County property, in County vehicles, or in or around vehicles used for County purposes.
2. Employees may not gamble or conduct gambling activities while on duty, on County property, in County vehicles, or in or around other vehicles used for County purposes.
3. Employees may not commit any acts of theft, fraud, or embezzlement from the County, other employees, or any other individual, firm, business, organization, or governmental entity.
4. In accordance with the Drug Free Workplace Policy, employees may not possess, distribute, purchase, or sell alcohol or illegal drugs while on duty or on County property, in County vehicles, or in or around other vehicles used for County purposes.
5. Employees may not possess firearms or illegal weapons of any kind while on duty, on County property, in County vehicles, or in or around other vehicles used for County purposes, unless they are required to do so by the nature of their positions.
6. Employees must remain awake while on duty. If unable to do so, an employee must report to his/her supervisor, who shall determine the appropriate course of action.
7. Employees may not post unauthorized notices, deface walls or other work surfaces, or tamper with bulletin boards without prior authorization.
8. Employees may not distribute advertising materials, handbills, or other literature during work time or in work areas without prior authorization.

**CONDUCT & PERFORMANCE POLICY**

REFERENCE MINUTE BOOK 96  
SECTION 14PP DATED 4-27-06  
BOC Reg.

# LEAVE OF ABSENCE POLICY

Effective Date: Adopted 8/65;  
Revised 4/72, 6/92, 12/93, 8/95, 2/06

## §-I. PURPOSE

To outline the availability and various types of leaves of absence provided to employees for medical, childbirth & care, educational, personal, and other good cause.

## §-II. SCOPE

All employees who have worked at least 12 months and at least 1250 hours

## §-III. POLICY

An employee may be granted a leave of absence to help alleviate personal/family situations that may arise during the course of his/her employment or to allow the employee to pursue educational opportunities for an initial period of up to six (6) months.

Consistent with the Family and Medical Leave Act (FMLA), an employee will be entitled to take up to 12 weeks of job-protected Family & Medical Leave in a 12-month "rolling" period for certain family and medical reasons.

Leaves of absence, for reasons other than those covered under the FMLA, will not be granted automatically, but authorization will be based upon the employee's showing of "good cause" for the request. Such leave is only granted with the recommendation of the Human Resources Director, and the approval of the County Manager. In determining whether to grant a request, the County Manager may consider not only the merits of the request, but the needs of the County, the employee's record and other relevant factors.

Employees may not take a leave of absence to pursue, accept or work another job.

All requests for leave of absence must be submitted to and approved by the employee's Department Head/Agency Head/Elected Official. Requests for leave of absence beyond FMLA requirements must be approved by the County Manager.

After the leave of absence, if the employee is able to perform the essential functions of his/her position, the employee will be reinstated to the original position or a comparable position with equivalent pay. An employee may be granted an extension of leave, up to an additional six (6) months, for his/her "serious health condition." An employee who is granted leave beyond the initial period of six (6) months may be eligible for reinstatement at the discretion of the Department Head/Agency Head/Elected Official.

If an employee is granted leave for 12 months and has an accrued leave balance (sick and/or annual leave) at the expiration of that period, then the employee may request additional leave, which can be approved only by the County Manager. The additional leave cannot exceed the amount of the employee's accrued leave balance.

A leave of absence may be paid or unpaid, depending on the employee's leave accrual. Employees who are granted leave will be required to utilize and exhaust all leave balances in accordance with County policies during a leave of absence.

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Employees taking an unpaid leave of absence are responsible for contacting the Human Resources Department to arrange for the payment of benefit plans.

Employees will be required to provide timely and appropriate verification to initiate or continue any leave of absence. Employees who are granted leave must follow leave guidelines to be eligible to return to work and fulfill the position requirements at the end of the leave of absence.

## §-IV. DEFINITIONS

Definitions for the purpose of this policy are as follows:

**Child** – Biological, adopted or foster child, stepchild, legal ward, or child legally being raised by the employee. The child must be either under 18 years of age or must be older than 18 years of age and incapable of self-care because of a mental or physical disability that limits one or more major life activities.

**Educational Leave** – Leave to allow an employee to engage in job-related an educational or professional development program.

**Family & Medical Leave (FML)** – Continuous or intermittent job-protected leave for a maximum of 12 weeks in a “rolling” 12-month period granted for the following reasons: the employee’s own “serious health condition” that causes the employee to be unable to perform his/her job; the employee’s need to care for a spouse, child or parent with a “serious health condition;” the birth of a child or the employee’s need to care for a newborn; the adoption of a child or foster care placement of a child with the employee or the employee’s need to care for such adopted or foster child.

**Good Cause** –Reasons for which a leave of absence will generally be authorized include: sickness, accident, and “serious health condition” (self, spouse, child, or parent) such that the employee is unable to work; the birth of a child; the adoption or foster care placement of a child; and educational purposes.

**Health Care Provider** – A health care provider licensed to practice in Georgia.

**Health-Related Leave** – Leave to allow an employee to care for:

- His/her own “serious health condition” after FML has been exhausted;
- Family members after FML has been exhausted;
- Family members who are not included in the definition of FML, but for whom the employee is a primary caregiver (i.e., stepparents, grandparents).

**Parent** – Biological parent or a non-biological parent who had primary responsibility for raising the employee. The term does not include parents “in law”.

**Personal Leave** – Leave granted for the employee’s personal necessity, including the handling of personal or family crises and bereavement.

**“Rolling” 12-Month Period** – The period of time for measuring leave entitlement. The term “rolling” means that the period of leave is measured backwards from the date an employee uses any FML or other leave.

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**Serious Health Condition** – Injury, illness, impairment, or physical or mental condition that involves:

- (1) Any period of incapacity (i.e., inability to work or perform other daily activities) connected with in-patient care in a hospital, hospice or residential medical care facility and any period of subsequent incapacity or treatment associated with the in-patient care; or
- (2) Any period of incapacity (i.e., inability to work or perform other daily activities) that involves continuing treatment by a health care provider because of:
  - A health condition and treatment lasting more than three days that includes: two or more treatments by a health care provider or a single treatment by a health care provider with a continuing regiment of treatment;
  - Pregnancy or prenatal care;
  - A chronic serious health condition continuing over an extended period of time, involving periodic visits to a health care provider, that may involve occasional episodes of incapacity;
  - A long-term condition for which treatment may not be effective; or
  - Any absences for multiple treatments for restorative surgery or a condition that would likely result in a period of incapacity of more than three days if not treated.

**Spouse** – Husband or wife.

## §-V. PROCEDURES

### A. Leave Requests & Certification

1. An employee seeking a Leave of Absence for any reason should complete a Leave of Absence Request Form, stating the reasons for the absence and providing documentation supporting the request. The form should be submitted to the employee's supervisor. Written authorization from the Department Head/Agency Head/Elected Official is required for final approval.
2. An employee should submit the request for leave at least 30 days in advance of the anticipated leave where the leave is foreseeable. When the leave is not foreseeable, an employee should submit the request form within two (2) days of the time the need for leave becomes known to the employee.
3. When leave is requested for a serious health condition of the employee or of a spouse, child, or parent which requires the employee's attention, the employee must submit a health provider's certification of the need for leave. The employee may also be required to submit recertification of the need for continuing leave every 30 days.
4. An employee who has been on leave for six (6) months may request an extension of a leave of absence not to exceed an additional six (6) months (12 months total) for the employee's own serious health condition. Such request should be submitted on the Leave of Absence Request Form, stating the reasons for the absence and furnishing a health care

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provider's certification of the necessity of leave. The form should be submitted to the employee's supervisor. Written authorization from the Department Head/Agency Head/Elected Official is required for final approval.

An employee may be reinstated after an extension of a leave of absence at the discretion of the Department Head/Agency Head/Elected Official if the employee is able to perform the duties of his/her position. However, the decision as to whether an employee will be eligible for reinstatement shall be made when the decision is made whether to grant a leave extension beyond the initial six (6) month period. If written authorization for an extension of leave is given, the employee should also be notified whether s/he will be eligible for reinstatement following the expiration of the approved leave.

5. The County may require that the employee undergo an examination by a physician of the County's choice prior to determining whether leave or an extension of leave will be granted.

## B. Conditions of Leave

While on an approved leave of absence, an employee may use annual or sick leave, in accordance with the Annual Leave Policy and/or the Sick Leave Policy (e.g., sick leave cannot be used when the purpose of leave is for educational or personal leave).

While on leave of absence, the employee cannot work in any capacity. In the event an employee pursues or obtains other employment while on leave, the employee will not be reinstated without losing entitlements that may have accrued prior to the leave of absence.

An employee cannot elect leave without pay status when accrued annual and/or sick leave can be used.

## C. Benefits Coverage During Leave

During an employee's leave of absence, benefits will be administered in accordance with the benefits policies. Eligibility for continued benefits is not dependent on the employee's pay status. To ensure there is no disruption or discontinuance of benefits, an employee who is out of the workplace on an approved leave of absence should contact the Human Resources Benefits Division for information about protecting and maintaining his/her benefits.

## D. Reinstatement Procedures

1. For leaves of absence of six (6) months or less, upon the expiration of the leave of absence, if an employee reports to work and is able to perform the essential functions of his/her original position, then the employee shall be reinstated to the original position or a comparable position with equivalent pay.

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2. When an employee has been on leave of absence for more than six (6) months, upon the expiration of the leave of absence, if the employee is able to perform the essential functions of his/her original position, the employee may be reinstated at the discretion of the Department Head/Agency Head/Elected Official. If the employee has accrued leave available when the leave of absence is ended, the employee shall be entitled to utilize such leave.
3. An employee who has been on a leave of absence for a period of 30 calendar days or longer shall notify the Department Head/Agency Head/Elected Official of his/her intention of returning at least 10 calendar days prior to returning from leave. Failure to file such notice, or failure on the part of the employee to report promptly at the expiration of the leave of absence, except for satisfactory reasons submitted in advance, shall be a cause for dismissal.
4. For leaves of absence involving a health condition, the Department Head/Agency Head/Elected Official may require health care certification of the employee's fitness to return to work and/or may require a fitness for duty evaluation by the County physician before permitting the employee to return to work.

### IMPORTANT NOTICE

EMPLOYEES TAKING AN UNPAID LEAVE OF ABSENCE MUST CONTACT THE HUMAN RESOURCES DEPARTMENT TO ARRANGE FOR THE PAYMENT OF BENEFIT PLANS DURING THEIR LEAVE. FAILURE TO MAKE THE REQUIRED PAYMENTS WILL RESULT IN THE TERMINATION OF PLAN COVERAGE.

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# NO HARASSMENT & NO DISCRIMINATION POLICY

Effective Date: Adopted 6/92;  
Rev. 4/00, 3/06



## §-I. PURPOSE

To establish 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.

## §-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 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.

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.

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.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.

## §-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, religion, national origin, citizenship, age, or disability. Communications that are harassing include, but are not limited to, those conveyed in person, in writing, and via email.

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- 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, 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, or disability.

## §-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. 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 supervisor, co-worker, contractor, vendor, or member of the general public should report the matter to his/her supervisor, Division Manager, Department/Agency Head, or chain of command immediately.
  - (2) Any employee who believes any other individual has been harassed or discriminated against by a supervisor, co-worker, contractor, vendor, or member of the general public should 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 immediately contact the County Manager or the Human Resources Director. Any employee who believes s/he has been harassed or discriminated against by any Department Head or Agency Head should immediately contact his/her Department Head, the Human Resources Director, or the County Manager.
  - (4) Any employee who believes s/he or any other individual has been harassed or discriminated against by an elected official should immediately contact the County Manager or the County Attorney.

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- (5) 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.
- (6) Any employee who believes that his/her complaint has not been handled appropriately should immediately contact the Human Resources Director.
- B. Complaints will be promptly, thoroughly, and impartially investigated. When requested to participate in an investigation, employees will be required to participate in an investigation, 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.
- C. When any Department or Agency receives a report of harassment and/or discrimination, the Agency or Department should 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. Where violations of this policy have occurred, immediate and appropriate disciplinary action, up to and including termination, will be taken.
- F. Complaints will be kept as confidential as possible within the confines of a reasonable investigation.
- G. Employees will not be penalized for reporting conduct when they believe in good faith that there may be a violation of this policy.

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# PROGRESSIVE DISCIPLINE PROCEDURES POLICY

Effective Date: Adopted 6/92  
Rev. 9/98, 3/06



## §-I. PURPOSE

To provide guidance to supervisors regarding progressive discipline procedures that are designed to direct the behavior of employees.

## §-II. SCOPE

Board of Commissioners' Employees

## §-III. POLICY

When corrective or disciplinary action is deemed necessary, the type of discipline will be determined by the nature, severity, and circumstances of the violation. Under appropriate circumstances, progressive steps of discipline should be utilized to assist employees in addressing problems and to nurture their growth. Disciplinary action should not be intended to degrade the employee, but rather to assist the employee or to correct a problem. Discipline should be progressive when appropriate; however, some violations warrant immediate suspension or dismissal without prior disciplinary action.

## §-IV. PROCEDURES

- A. Appropriate corrective or disciplinary action may be administered by an employee's supervisor, division manager, Department/Agency Head, depending on the step, or level, of discipline.
- B. Appropriate corrective or disciplinary action should be determined based on factors including, but not limited to: the nature, severity, or frequency of the violation; the degree of deviation from expectations; the discipline taken by the decision-maker for the same or similar violations; and the individual's employment record.
- C. Corrective or disciplinary action may take place in several forms. When progressive action is determined to be appropriate, the steps may include some, but not necessarily all, of the following steps of discipline:
  1. **Verbal Warnings or Counseling Sessions** may take place in situations that are less serious in nature and are not recurring. Efforts to determine and resolve the cause of the problem should be made at this stage. The employee should be advised that s/he is receiving a formal warning. Documentation of the verbal warning or counseling session should be made and maintained in departmental files.

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2. **Written Reprimands** are generally used to address situations that are less serious in nature but have recurred, even after a verbal counseling session, and in situations that are more serious in nature than those warranting only a verbal warning or counseling session. Copies of written reprimands should be distributed to the employee, to Human Resources for inclusion in the employee's file, and should be maintained in the departmental file.

3. **Suspensions** are more severe actions that should be used for the constructive improvement of employees. Suspensions should be issued when it is determined that an additional warning or reprimand is not appropriate or when an incident is too severe for a warning, but not sufficiently severe for demotion or dismissal.

Depending on the circumstances, suspensions may vary in length, but ordinarily may not exceed thirty (30) days. Suspension notices should indicate the reason(s) for the discipline, the dates of the suspension, and the employee's right of appeal, if any.

If a suspension does not produce the desired results, consideration should be given to a lengthier suspension, demotion, or dismissal of the employee. Copies of suspensions should be distributed to the employee, to Human Resources for inclusion in the employee's file, and should be maintained in the departmental file.

4. **Demotions** are corrective or progressive disciplinary actions that result in a change of the employee's assignment from a position in one classification to a position in another classification with a lower pay grade. Demotion may be used when an employee is unable to successfully perform in his/her current position, but may be capable of performing satisfactorily in another position. Demotion may also be used to remove an individual from a supervisory position based on performance or conduct issues that make the employee an unfit supervisor. Demotion may also be appropriate for other serious or recurring conduct and/or performance deficiencies. Copies of demotion letters should be distributed to the employee, to Human Resources for inclusion in the employee's file, and should be maintained in the departmental file.

5. **Dismissals** should result when the employee commits an extremely serious offense(s) or fails to perform a critical duty, for which immediate discharge is warranted; or when other disciplinary measures have been attempted but failed; or when the employee is unfit to perform his/her assigned duties; or when the employee abandons his duties or position; or where the employee's continued employment poses a threat to the security and well-being of the County or its employees. Examples of conduct that will ordinarily result in immediate dismissal are: violation of the Drug Free Workplace Policy, fighting on County property, carrying a weapon without a business purpose on County property, theft or embezzlement, intentional harassment, falsification of records, threats or acts of violence, gross insubordination, and destruction or misuse of

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County property. Copies of dismissal letters should be distributed to the employee, to Human Resources for inclusion in the employee's file, and should be maintained in the departmental file.

- D. Before imposing written reprimands, suspensions, demotions, or dismissals, Department/Agency Heads or their designees should contact Human Resources and/or the County Attorney's Office for review and advice.
- E. Corrective or disciplinary action should be conducted privately with the employee. Those in attendance should be limited to the decision-maker and a member of management.
- F. In certain cases, an investigation may be necessary to determine whether disciplinary action is appropriate. In these cases, the employee may be placed on administrative leave for a period not to exceed ten (10) working days. For administrative leave to continue beyond ten (10) days, the Department/Agency must consult with Human Resources and/or the County Attorney's Office and must obtain approval from the County Manager.
- G. Civil Service employees cannot be suspended without pay for more than thirty (30) calendar days in one calendar year without approval of the Civil Service Board. A suspension may be extended for up to ninety (90) additional calendar days only with the approval of the Civil Service Board.

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# SICK LEAVE POLICY

Effective Date: Adopted 8/65;  
Revised: 2/74, 11/81, 10/82, 6/92,  
11/93, 8/95, 1/96, 4/00, 3/06

§-I. **PURPOSE**  
To provide regulations concerning the accrual and use of sick leave by County employees.

§-II. **SCOPE**  
All Employees

§-III. **POLICY**  
Sick leave is granted to employees to guard against the loss of earnings due to illness or accident. All full-time employees shall be entitled to accrue sick leave credit from the commencement of employment. All employees are responsible for the appropriate use of sick leave, and an employee may be required to furnish a certificate from an attending licensed health care provider or to present other evidence satisfactory to the Department Head/Agency Head/Elected Official to justify the use of sick leave.

§-IV. **PROCEDURES**

A. **Accrual of Sick Leave**

Sick leave accrues at the rate of 4.0 hours per bi-weekly pay period for 40-hour-week employees and at the rate of 6.0 hours per bi-weekly pay period for 56-hour-week employees. Any employee working a work week other than 40 or 56 hours accrues sick leave based upon the same ratio.

A 40-hour-week employee in pay status for 40 hours or more during a bi-weekly pay period earns sick leave for that bi-weekly pay period. A 40-hour-week employee in pay status less than 40 hours during a bi-weekly pay period earns no sick leave for that bi-weekly. A 56-hour-week employee in pay status for 56 hours or more during a bi-weekly period earns sick leave for that bi-weekly pay period. An employee on a work week other than these earns sick leave based upon the same ratio. Sick leave accrues at the end of the bi-weekly process.

Sick leave may be carried over without a maximum accumulation, but is only payable upon termination if the employee meets the requirements for receiving a sick leave payout as set forth in this policy.

Sick leave accrues only to employees who are in leave-with-pay status, such as annual, sick, and military leave with pay.

An employee who is transferred from one department to another shall retain the sick leave balance accrued in his/her previous department.

B. **Use of Sick Leave**

A full-time employee may utilize sick leave in increments of 15 minutes upon approval of the head of his/her department, agency, or office for absence due to

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illness, injury, or a contagious health condition that would endanger others if the employee were on duty. An employee also may utilize sick leave for absence due to illness, accident or death in the employee's immediate family that requires the employee's absence.

In the case of accidental injury or occupational disease covered by the Georgia Workers' Compensation Act, the employee may utilize sick leave during a period of disability only to the extent of the difference between such compensation and the employee's regular salary and with the consideration that the sick leave period may be extended.

Paid sick leave shall not be granted to emergency, temporary, part-time, or per diem employees.

Employees will be charged for sick leave only on days when they would otherwise work and receive pay. No charges will be made for sick leave on scheduled days off, holidays, or other non-work days established by the Governing Authority of the County.

When an employee who is absent for reasons covered by this policy exhausts all sick leave, additional leave will be charged to any available compensatory leave balance or annual leave balance.

If all accrued sick, compensatory, and annual leave is exhausted, the employee may be eligible for:

- Annual Leave donation; or
- Leave of absence without pay.

If the employee's leave is exhausted and the above options are either unavailable and/or not granted, the employee will be subject to dismissal.

### C. Abuse of Sick Leave

Employees are responsible for the appropriate use of sick leave and may be disciplined for sick leave abuse. Sick leave abuse occurs when an employee uses sick leave for unauthorized purposes or misrepresents the actual reason for charging an absence to sick leave. Abuse may also occur when an employee establishes a pattern of sick leave usage over a period of time such as: the day before or after a holiday, on Mondays and Fridays, after paydays, on any one specific day, or a continued pattern of maintaining zero or near zero leave balances.

### D. Sick Leave Buy-Back Plan

Sick Leave Buy-Back Plan participation is limited to employees with at least four (4) weeks, or 160 hours, of accrued sick leave. Employees who elect to participate in the sick leave buy-back plan will accumulate sick leave at a reduced rate. The sick leave buy-back plan year begins at the outset of the bi-weekly preceding the last bi-weekly period of the calendar year.

The accrual rates for employees who participate in this plan are: 1 hour 36 minutes per bi-weekly for 40-hour-week employees or 2 hours 24 minutes for 56

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hour-week employees. (Any employee working a work week other than 40 or 56 hours will have sick leave computed at the same ratio.) To participate, an employee must be in full-time status on the first day of the last pay period of the preceding calendar year.

Eligible accrued hours will be earned at the conclusion of the designated sick leave buy-back plan year. Hours paid shall be deducted from accumulated sick leave. Such payment shall be subject to funding and approval of the Board of Commissioners on an annual basis.

**E. Sick Leave Payout**

Any employee retiring from the County at age 60 or above, with a minimum of 10 years service, will be eligible for pay for accumulated sick leave up to a maximum of 480 hours for 40-hour week employees and 720 hours for 56-hour week employees. Such compensation will not extend the date of the employee's separation date, which shall be the last day of active service.

**Related Policy: Leave of Absence Policy**

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# SMOKING & TOBACCO USE POLICY

Effective Date: Adopted 4/87  
Revised: 12/05

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## §-I. PURPOSE

To provide regulations concerning smoking and using other tobacco products in County facilities, in County vehicles, and on County premises.

## §-II. SCOPE

All Employees.

## §-III. POLICY

In accordance with the Georgia Smokefree Air Act of 2005, smoking will be prohibited in all County buildings, vehicles, and some County facilities. In addition, the use of other tobacco products is prohibited in all County buildings, vehicles, and some County facilities.

## §-IV. PROCEDURES

- A. Smoking or other tobacco use is not permitted in any building or facility owned, leased or operated by the County.
- B. Smoking is not permitted on County premises in:
  - Areas through which employees, as part of their work responsibilities, are required to enter a County building or facility; and
  - Areas where an air ventilation system would cause air to be recirculated through or infiltrate parts of the building.
  - Any enclosed areas, including, but not limited to, elevators, hallways, restrooms, lobbies, stairways, conference and meeting rooms, private offices, employee lounges, common work areas, classrooms, and break rooms.
- C. Smoking or other tobacco use is not permitted in any County owned or leased vehicle.
- D. Ashtrays and other extinguishment receptacles are not permitted inside County buildings, in major thoroughfares, and at or near the entrance or air intake system of a County building or in any area(s) posted with "NO SMOKING" signage.
- E. Employees may smoke or use other tobacco products only during official work breaks; "smoke breaks" are not authorized. Employees who smoke or use other tobacco products during their official work break must avoid such activity in prohibited areas.
- F. Recruitment advertisements shall clearly communicate that employees will be working in a "smoke free environment."

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- G. Employees, who smoke or use other tobacco products in prohibited areas or who take unauthorized breaks for the purpose of smoking or using other tobacco products should be reported to the supervisor or manager for appropriate corrective action.
- H. Managers and supervisors shall handle violations of this policy in accordance with the Conduct & Performance Expectations.

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# SPIRIT DAY POLICY

Effective Date: 12/19/97  
Revised: 12/05, 03/06

## §-I. PURPOSE

To promote a teamwork environment, Cobb County has designated every Friday as Spirit Day.

## §-II. SCOPE

This policy applies to all county employees under the Board of Commissioners.

## §-III. PROCEDURES

- A. On Fridays employees are encouraged to wear a Cobb County insignia shirt with casual slacks.
- B. Employees may dress in comfortable, casual attire, as long as it is neat, clean, appropriate for the work environment, and projects a positive, professional image. Appropriate attire for dress with County insignia shirt will include any casual slacks or skirts, khakis and casual shoes or sandals.
- C. Business reasons might require employees to wear formal business attire or a uniform on Spirit Day. Employees should consider their level of customer and public contact, and the types of meetings they are scheduled to attend to determine what is appropriate attire for them. Department management must approve any deviation from department uniform guidelines or dress code.
- D. Employees must use good judgment in determining the appropriate casual attire to wear to the office. Specific attire that is not permitted for Spirit Day includes but is not limited to:

- Attire with offensive slogans or pictures
- Torn clothing
- Sweat pants
- Jeans
- Loose footwear such as flip flops
- Bare feet
- Shorts or Skorts
- Revealing attire (minis, halters, see-through attire)
- Tennis Shoes

Supervisors and managers reserve the right to prohibit attire they reasonably deem inappropriate for the business needs, professionalism, and customer contact in their departments.

- E. Supervisors and managers may specify additional or alternative dress requirements based on the business needs of their department. Supervisors and

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managers may also impose special dress and grooming requirements necessary for employee safety.

- F. At times departmental projects such as moving, boxing files for storage, etc. may require some or all department personnel to dress in casual attire. This policy will not prohibit a department manager from allowing employees to dress according to the work assignment.
- G. This policy does not require employees to purchase casual business attire. Employees who prefer to dress in formal or traditional business attire should feel free to do so.

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- ◆ On July 27, 1999, the Board of Commissioners adopted the Lost Mountain and Pine Mountain Land Vulnerability Study. The study contains policy initiatives for the county to implement in order to accomplish the objectives of the study. Of particular importance is the objective of protecting sensitive land areas from inappropriate development patterns as Cobb County continues to grow. *(Amendment of December 14, 1999)*
- In 2000, the County, for the first time, prepared an inventory of properties suitable for redevelopment. This inventory identifies sites in Cobb County that are currently developed, but show major vacancies within the development. The Inventory of Redevelopment Sites was adopted by the Board of Commissioners on December 12, 2000. Rehabilitation of properties is good environmental planning practice by making use of existing infrastructure and preserving undisturbed land. Redevelopment also has a positive impact on property values, and the sites identified for redevelopment are contributing to the acreage the county has available for future expansion needs. In addition, focusing on redevelopment also corresponds with the policies and goals of the Atlanta Regional Commission's Regional Development Plan (RDP), and the Regional Transportation Plan (RTP). Rehabilitating sites along transit corridors and providing for a mixing of uses helps to enhance accessibility and mobility, and results in trip reductions. This, in return, works towards attaining regional air quality goals, and protecting and improving the environment and quality of life (some of the goals stated in the RDP and the RTP). The Inventory of Redevelopment sites is accompanied by a map, which includes sites identified for this study, but also integrates development opportunity sites, as identified through several corridor studies conducted for the county in previous years. The sites are shown on the Cobb County Future Land Use Map with a designated symbol. The inventory is on file with the County Clerk and the Planning Division and serves as an addendum to this comprehensive plan. *(Amendment of December 12, 2000)* On December 11, 2001, the Board of Commissioners expanded the Inventory of Redevelopment Sites to include the Belmont Hills Shopping Center area at the intersection of Windy Hill Road and Atlanta Road. The new site will be designated as Site #16 on the accompanying map. *(Amendment of December 11, 2001)* On January 24, 2006, the Board of Commissioners amended the Cobb County Zoning Ordinance to include a Redevelopment Overlay District (ROD). The ROD is designed to provide design flexibility and establish urban design guidelines for a limited number of corridors and sites from the Inventory of Redevelopment Sites adopted by the Board of Commissioners on December 12, 2000. The corridors and sites upon which the ROD may be applied are shown in the appendix. *(Amendment of March 14, 2006)* The ROD site recommended for the Sandy Plains Road-East Piedmont area shall consider the following criteria:  
There should be no automotive parking lots or garages, convenience food stores with self service fuel sales, designated recycling collection locations, full service gasoline stations, group homes, hotels, in-home day care, multi family dwelling units, park and ride facilities, radio, television and other commercial towers and antennas, or self service laundry facilities. Additionally, buildings should be limited to 2 stories or 35 feet in height. Any residential use in the Sandy

Plains/East Piedmont ROD should be limited to 4 units per acre. Workforce housing provisions within any residential use shall be reviewed on a case by case basis when ROD proposal is presented. Singular retail uses should not exceed a 35,000 square feet. If the development/redevelopment proposal demonstrates a mixture of residential and non-residential land uses, at least 60% of the proposal's land uses must be non-residential. New retail and office uses should have complimentary building facades designed with stone and/or brick material. Metal, stucco, or split block exterior materials are discouraged. Roofs should be asphalt shingled, pitched with gables, dormers and aesthetic treatments designed in a residential style. Standing seam metal roofs are discouraged. Underground detention, inter-parcel access, and shared/reduced parking are encouraged within the area. Any proposal should include a specific focus on reduction of curb cuts to mitigate traffic congestion in the area. The proposal must provide for a "significant amount" of open space into the design of the development that would complement the overall planning methodology. Low-rise office uses are specifically encouraged in any redevelopment plan for the area. (Amendment of April 27, 2006)

- ♦ On December 11, 2001, the Board of Commissioners adopted the Austell Road Corridor Study. The study contains policy initiatives for the county to implement in order to accomplish the objectives of the study. Of particular importance is the objective of encouraging appropriate types of use development in the corridor to provide the most compatibility with surrounding existing uses and trends. This Study is on file with the County Clerk and the Planning Division and serves as an addendum to this comprehensive plan. (Amendment of December 11, 2001)

REFERENCE MINUTE BOOK 96  
SECTION 11c DATED 4-27-06  
BOC Reg.