



AGENDA

COBB COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

DECEMBER 15, 2020 – 6:00 PM

Cobb County...Expect the Best!

CALL TO ORDER

PRESENTATIONS

1. To present a plaque of appreciation to Steve Ewing, Chairman of the Cobb County 2020 Small Business Grant Committee; Bina Desai, Chair of the Cobb County 2020 Not-For-Profit Grant Committee; and Dana Johnson, Facilitator and Coordinator of the 2020 Grant Committees.
2. To present Stephanie Cox a Certificate of Appreciation for her outstanding leadership and hard work with the development and implementation of the Small Business Grants program, Select Cobb.
3. To present certificates of appreciation to Georgia Department of Juvenile Justice employees assigned at the Marietta Regional Youth Detention Center.
4. To present a proclamation to Jacqlyn Charles honoring Women are Worthy.
5. To present a certificate of recognition to Nila Smith the 2020-2021 Youth of the Year for Boys & Girls Clubs of Metro Atlanta.
6. To present a proclamation to Judy Byler for outstanding leadership in the community.

PUBLIC HEARING

7. To conduct a public hearing and approve the Chattahoochee Corridor Plan Certification of Compliance for the demolition and rebuild of a single family residential structure at 690 River Knoll Drive.
8. To conduct a public hearing prior to expending \$100,000.00 or more for professional services needed to design and implement a Facilities Information System of Record on the ArcGIS platform.

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PUBLIC COMMENT

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

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

CONSENT AGENDA

Magistrate Court

9. To approve Judge Jonathan Marigliano and Senior Magistrate Judge Timothy W. Wolfe as Senior Magistrates.

Water System

10. To approve Change Order No. 1 (final) to the construction contract with M.V.P. Piping Co., Inc. for Deerfield Drive Area Sewer Upgrade, Program No. S1114.
11. To approve Change Order No. 1 (final) to the construction contract with Chatfield Contracting, Inc. for 3340 Somerset Court, Program No. SW2016.
12. To approve Change Order No. 1 to the construction contract with D & H Construction Company for the Hurt Road Water Main Replacement, Program No. W2357.
13. To approve a construction contract with R2T, Inc. for FY21 Multiple Pump Stations Projects, Program No. S5036.
14. To approve Change Order No. 1 to the construction contract with Reeves Young, LLC for South Cobb WRF Influent Lift Station Recovery, Program No. T5004.
15. To approve an agreement with ADS, LLC (d/b/a ADS Environmental Services) for professional services for FY21 Collection System Flow Monitoring Services, Program No. C0161.

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16. To approve a construction contract with W.E Contracting Company, Inc. for Stormwater Management at the South Cobb Water Reclamation Facility, Program Number SW2125.
17. To approve an agreement with the trustees of the George A Montgomery Trust to convey to Cobb County certain real property including Laura Lake, Laura Lake Dam, and an adjoining tract comprising a total of 87.55 acres in consideration for the county assuming responsibility to repair Laura Lake Dam, Program No. SW1942.

Transportation

18. To authorize advertisement for and conduct of a public hearing for the transit-related 2021 Title VI Program Update for CobbLinc.
19. To authorize the establishment of "No Parking" zones along both sides of Fairbrook Way.
20. To adopt a resolution designating signature authority to the Department of Transportation Agency Director for submission of all changes to the County's road system, utilizing the Georgia Department of Transportation Local Road Activity reporting process.

Public Services Agency

PARKS

21. To approve a contract with Penco Electrical Contractors, Inc. for construction services related to the purchase and installation of a standby generator system to serve the Jim R. Miller Park Event Center.

Senior Services

22. To authorize the transfer from the FY21 Community Services Block Grant Program to the Cobb Senior Services General Fund budget for the reimbursement of eligible grant expenditures.

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23. To approve a service agreement with Goodr Inc., to provide food delivery services to Cobb Seniors based on the ARC CARES contract with Atlanta Regional Commission from December 15, 2020 through May 31, 2021 or until funding is depleted.

Support Services Agency

Information Services

24. To authorize the Purchasing Director to purchase technology greater than \$100,000.00, under provisions of Georgia Department of Administrative Services Contract SWC99999-SPD-SPD0000060-0002 with Presidio Networked Solutions LLC, for a Security Information and Event Management (SIEM) solution.

Purchasing

25. To approve a contract with Land Pride and Woods Equipment Co. for implements, attachments, and related products.

Community Development

26. To approve annexation notices of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding three (3) petitions for annexation of a 1.1143, 0.83 and 2.6525 acre tracts located at 1953, 1960 & 2021 Watkins Road, respectively, into the City of Smyrna.
27. To approve a annexation notice to the City of Marietta and the Georgia Department of Community Affairs regarding withdrawal of the request for the formation of an arbitration panel to hear the County objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of a 0.464 acre tract located at 492 Meadowbrook Drive, into the City of Marietta.
28. To approve a Business Investment Grant for *Creative Critique, Inc.* from the Cobb County Entrepreneurship & Innovation Incentive Program.
29. To approve a Business Investment Grant for *Dillon's Catering, LLC.* from the Cobb County Entrepreneurship & Innovation Incentive Program.

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30. To approve a Business Investment Grant for *MyTap, LLC.* from the Cobb County Entrepreneurship & Innovation Incentive Program.
31. To approve a Business Investment Grant for *NYOO Agency, Inc.* from the Cobb County Entrepreneurship & Innovation Incentive Program.

Human Resources

32. To renew the Firefighters' Cancer Benefit Program required by the State of Georgia.
33. To approve a contract with Anthem for the self-funded Medical Plan Stop Loss insurance for the 2021 Plan Year.

Finance

34. To adopt a resolution adopting all budget amendments set forth in agenda items on this date.
35. To adopt a Supplemental Bond Resolution (the "Supplemental Bond Resolution") ratifying, confirming and approving, without limitation, the acceptance of the lowest responsive bid for the purchase of the Cobb County, Georgia Water and Sewerage Improvement Revenue Bonds, Series 2020 (the "Series 2020 Bonds") in order to finance a portion of the costs associated with the restoration and replacement capital improvements at the South Cobb Influent Lift Station and other long-term capital improvements to the County's Water System to be undertaken during fiscal year 2021 through fiscal year 2023, the award of the sale of the Series 2020 Bonds to the lowest responsive bidder, and the final terms of the Series 2020 Bonds, and for other related purposes.

CDBG

36. To authorize the third allocation of Community Development Block Grant CARES funding provided by the Department of Housing and Urban Development.
37. To amend Program Year 2020 Annual Action Plan based upon the revised final grant award for the Community Development Block Grant and the HOME Investment Partnerships Act programs.

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38. To amend Program Years 2016, 2017, 2018, 2019 and 2020 Annual Action Plans for the reallocation of unexpended Community Development Block Grant program and Home Investment Partnerships program funds.

CobbWorks

39. To accept a Workforce Innovation and Opportunity Act (WIOA) grant award from the Technical College System of Georgia for CobbWorks, Inc. to provide education, training, and employment services for Dislocated Workers.

County Clerk

40. To adopt resolutions establishing the dates, times, and place of the regular meetings and Zoning hearings of the Board of Commissioners for the calendar year 2021.
41. To approve minutes.

REGULAR AGENDA

BOC Chair

42. To approve all necessary allocations and transfers within the CARES Fund prior to grant close date of December 30, 2020.

Transportation

43. To approve a Memorandum of Agreement with Cobb County-Marietta Water Authority for resurfacing portions of Cardell Road, South Gordon Road, and Factory Shoals Road.
44. To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq., on one parcel on Sandtown Road, Project No. X2610.
45. To approve a contract with Baldwin Paving Company, Inc., for bridge replacement on Willeo Road over Willeo Creek, Project No. X2122, CCDOT Contract No. 001526.

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46. To approve Change Order No. 1 (final) to the contract with CMES, Inc., for bridge replacement on Woodland Brook Drive over Gilmore Creek, Project No. X2120, CCDOT Contract No. 001126.
47. To adopt a resolution authorizing the submission of a Local Maintenance and Improvement Grant Program application for FY21 to the Georgia Department of Transportation for the resurfacing of County-maintained roads, Project No. X2915.
48. To approve the revised budget and current schedule for the 2005 Transportation Improvements Program, funded primarily by the 2005 Special Purpose Local Option Sales Tax.
49. To approve the revised budget and current schedule for the 2011 Transportation Improvements Program, funded primarily by the 2011 Special Purpose Local Option Sales Tax.
50. To approve Change Order No. 2 to the contract with Baldwin Paving Company, Inc., for intersection improvements on Factory Shoals Road at Riverside Parkway, Project No. X2306, CCDOT Contract No. 001296.
51. To approve a contract with Chatfield Contracting, Inc., for drainage system repairs on Hilltop Drive, Project No. X2277, CCDOT Contract No. 001598.
52. To approve a contract with Excellere Construction, LLC for demolition of Pilot Travel Center located at 4600 Atlanta Road, Project No. D4100, CCDOT Contract No. 001597.
53. To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A §32-3-4, et. seq., on one parcel on Old Canton Road at Holly Springs Road, Project No. X2310.

Public Safety Agency

Fire Department

54. To authorize the transfer of Undesignated Contingency funds within the Fire Fund to the FY2021 Operating budget.

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Finance

55. To approve various recommended Capital and Accountable Equipment funding requests and authorize the appropriation of approved funding into FY2021 budgets.
56. To authorize a contribution from the Cumberland Special Service District I (CSSD1) Fund to Cobb Travel and Tourism in order to support activities related to the 2021 All-Star Game.

PUBLIC COMMENT

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

APPOINTMENTS

57. To approve the reappointment of Anthony Le to the Public Library Board of Trustees.

COMMISSIONERS' PUBLIC ADDRESS

Per Section 2.01.01 of the Rules of Procedure of the Board

ADJOURNMENT



BOC Chair

Michael H. Boyce, Chairman

Districts All

Item No. 1.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Michael H. Boyce, Chairman

DATE: December 15, 2020

PURPOSE

To present a plaque of appreciation to Steve Ewing, Chairman of the Cobb County 2020 Small Business Grant Committee; Bina Desai, Chair of the Cobb County 2020 Not-For-Profit Grant Committee; and Dana Johnson, Facilitator and Coordinator of the 2020 Grant Committees.

BACKGROUND

A plaque of appreciation for the leadership, commitment, dedication and hard work put forth by Steve Ewing in his role as Chairman of the Cobb County 2020 Small Business Grant Committee; Bina Desai in her role as Chair of the Cobb County 2020 Not-For-Profit Grant Committee and Dana Johnson for his role in coordinating and facilitating the 2020 Grant Committees in the grant and distribution process of the CARES Act funding.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

Board of Commissioners present a plaque of appreciation to Steve Ewing, Chairman of the Cobb County 2020 Small Business Grant Committee, Bina Desai, Chair of the Cobb County 2020 Not-For-Profit Grant Committee, and Dana Johnson, Facilitator and Coordinator of the 2020 Grant Committees.

ATTACHMENTS

None



BOC Commissioner (District 2)

Item No. 2.

Bob Ott, Commissioner

District 2

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Bob Ott, Commissioner

DATE: December 15, 2020

PURPOSE

To present Stephanie Cox a Certificate of Appreciation for her outstanding leadership and hard work with the development and implementation of the Small Business Grants program, Select Cobb.

BACKGROUND

Stephanie Cox started her career at the Cobb Chamber in 2010 as an Events Manager. In 2019 she joined the Economic Development department where she currently holds the title of Director of Existing Industry & Investor Relations. Stephanie has been an integral leader with the Cobb County Small Business Grants. Her involvement has led Cobb County and the Chamber in the development of an effective program, Select Cobb, and has received local accolades and national press on how to help business in efficient and effective ways. Stephanie worked weekends, long day and tireless hours helping to put together a program that no other county had attempted. With her help, Cobb County and the Cobb Chamber far surpassed the expectations and the result benefited 3,715 Small Businesses.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners present Stephanie Cox with a certificate of Appreciation for her outstanding leadership and hard work with the development and implementation of the Small Business Grants program, Select Cobb.

ATTACHMENTS

None



BOC Commissioner (District 3)

Item No. 3.

JoAnn K. Birrell, Commissioner

District 3

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: JoAnn K. Birrell, Commissioner

DATE: December 15, 2020

PURPOSE

To present certificates of appreciation to Georgia Department of Juvenile Justice employees assigned at the Marietta Regional Youth Detention Center.

BACKGROUND

The Georgia Department of Juvenile Justice (DJJ) operates Regional Youth Detention Centers (RYDC) across the state. These secure short-term detention centers are where children are housed when arrested, and/or while awaiting a subsequent court hearing. The Marietta RYDC is the primary facility utilized for children under the age of 17 who are detained by all law enforcement agencies within Cobb County.

In response to the COVID-19 pandemic, to protect the health of children in custody, facility staff, transporting staff and the public, in March, 2020 the decision was made to no longer transport detained children to and from court. Instead, employees of the Cobb County Juvenile Court worked collaboratively with Marietta RYDC employees to establish a system of conducting remote virtual court hearings.

The volume of virtual court hearings conducted by Cobb Juvenile Court since March of 2020 has far exceeded that of other jurisdictions across the state. The Court's ability to do so for detention based cases, is largely in part due to the extraordinary coordination efforts of the Marietta RYDC staff. During this pandemic season, they have worked tirelessly behind the scenes as unsung heroes; serving the children, families and citizens of Cobb County beyond the limelight.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners present certificates of appreciation to the Georgia Department of Juvenile Justice employees assigned at the Marietta Regional Youth Detention Center in appreciation for their commitment to providing timely virtual court access for detained children and their families during the COVID-19 pandemic.

ATTACHMENTS

None



BOC Commissioner (District 1)

Item No. 4.

Keli Gambrill, Commissioner

District 1

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Keli Gambrill, Commissioner

DATE: December 15, 2020

PURPOSE

To present a proclamation to Jacquyn Charles honoring Women are Worthy.

BACKGROUND

Jacquyn Charles began the Women are Worthy Movement in 2012. She became dedicated to the mission of empowering women to do great things. In 2014 she began her volunteer and outreach program to motivate & inspire women. Women Are Worthy promotes sisterhood and support through education and empowerment. Through networking and connecting with one another we strive to broaden our horizons.

During the difficult year that we have experienced due to the COVID-19 virus, Jackie has been using her talents and her show to bring people together in ways that have been both meaningful and beneficial to the citizens of the District 1 community and our county of Cobb.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners to present proclamation to Jacquyn Charles in honor of Women are Worthy.

ATTACHMENTS

None



BOC Commissioner (District 4)

Item No. 5.

Lisa Cupid, Commissioner

District-4

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Lisa Cupid, Commissioner

DATE: December 15, 2020

PURPOSE

To present a certificate of recognition to Nila Smith the 2020-2021 Youth of the Year for Boys & Girls Clubs of Metro Atlanta.

BACKGROUND

Nila Smith is the 2020-2021 Youth of the Year for Boys & Girls Clubs of Metro Atlanta. The award is Boys & Girls Clubs of Metro Atlanta's highest honor, recognizing teens from their Clubs who are working hard, investing in themselves, and demonstrating leadership in their schools, communities and career pursuits. Ms. Smith has a saying, "Resist to be ordinary. Each voice is different. Each person has his or her own experiences. Everyone's voice matters and it's powerful."

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners present a certificate of recognition to Nila Smith in honor of being the 2020-2021 Youth of the Year for Boys & Girls Clubs of Metro Atlanta.

ATTACHMENTS

None



BOC Commissioner (District 4)

Item No. 6.

Lisa Cupid, Commissioner

District-4

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Lisa Cupid, Commissioner

DATE: December 15, 2020

PURPOSE

To present a proclamation to Judy Byler for outstanding leadership in the community.

BACKGROUND

Judy Byler serves as the Director of Our Giving Garden, a non-profit organization in Mableton, GA. She launched Our Giving Garden in the spring of 2017 with the goal to interrupt hunger in the community and to provide fresh food to the people who live there. Since that time volunteers under her leadership have been able to donate over four thousand pounds of food to the community.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners present a proclamation to Judy Byler for outstanding leadership in the community and for donating fresh produce and eggs to the community and for providing housing for families facing homelessness.

ATTACHMENTS

None



Community Development

Jessica Guinn, Agency Director

District 2

Item No. 7.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Jessica Guinn, Agency Director

DATE: December 15, 2020

PURPOSE

To conduct a public hearing and approve the Chattahoochee Corridor Plan Certification of Compliance for the demolition and rebuild of a single family residential structure at 690 River Knoll Drive.

BACKGROUND

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

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners conduct a public hearing and approve the Chattahoochee Corridor Certificate for the demolition and rebuild of a single family residential structure at 690 River Knoll Drive in Land Lots 1097 & 1098 of the 17th District, 2nd Section, Cobb County, GA by Victoria Deljou; subject to the rules and guidelines of the Metropolitan river Protection Act and all applicable Cobb County development standards and regulations.

ATTACHMENTS

1. Regional Review Finding - River Knoll
2. Regional Review Notification - River Knoll



ATLANTA REGIONAL COMMISSION

REGIONAL REVIEW FINDING

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

DATE: November 20, 2020

ARC REVIEW CODE: V2011102

TO: Chairman Mike Boyce, Cobb County
ATTN TO: David Breaden, Stormwater Management Division
FROM: Douglas R. Hooker, Executive Director, ARC

Digital signature
Original on file

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

Name of Proposal: RC-20-04CC 690 River Knoll Drive
Submitting Local Government: Cobb County

Review Type: Metro River

Date Opened: Nov. 10, 2020

Date Closed: Nov. 20, 2020

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

Additional Comments: No comments received.

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

ARC COMMUNITY DEVELOPMENT
GEORGIA CONSERVANCY
FULTON COUNTY

ARC NATURAL RESOURCES
CHATTAHOOCHEE RIVERKEEPER

GEORGIA DEPARTMENT OF NATURAL RESOURCES
NATIONAL PARK SERVICE-CRNRA

If you have any questions regarding this review, please contact Greg Giuffrida at (470) 378-1531 or ggiuffrida@atlantaregional.org. This finding will be published to the ARC website at: <http://www.atlantaregional.org/landuse>.



ATLANTA REGIONAL COMMISSION

REGIONAL REVIEW NOTIFICATION

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

DATE: November 10, 2020

ARC REVIEW CODE: V2011102

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

Digital signature
Original on file

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

Name of Proposal: RC-20-04CC 690 River Knoll Drive

Review Type: Metro River

MRPA Code: RC-20-04CC

Description: A Metropolitan River Protection Act (MRPA) review of a proposal to to demolish an existing single-family house and deck for construction of a new single-family house, pool, and deck. The site is located at 690 River Knoll Drive in unincorporated Cobb County. The total area of the site is 30,928 SF. The plan proposes land disturbance of 18,376 SF for a final impervious area of 10,541 SF.

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

Submitting Local Government: Cobb County

Land Lot: 1097,1098 **District:** 17 **Section:** 2

Date Opened: Tuesday, November 10, 2020

Deadline for Comments: Friday, November 20, 2020

Earliest the Regional Review can be Completed: Monday, November 23, 2020 (next business day after deadline for comments)

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

ARC COMMUNITY DEVELOPMENT
GEORGIA CONSERVANCY
FULTON COUNTY

ARC NATURAL RESOURCES
CHATTAHOOCHEE RIVERKEEPER

GEORGIA DEPARTMENT OF NATURAL RESOURCES
NATIONAL PARK SERVICE-CRNR

If you have any questions regarding this review, please contact Greg Giuffrida at ggiuffrida@atlantaregional.org or (470) 378-1531. If ARC staff does not receive comments from you on or before **Friday, November 20, 2020**, we will assume that your agency has no additional comments and will close the review. Comments by email are strongly encouraged. **The ARC review website is located at:** <http://www.atlantaregional.org/land-use/planreviews>.

Attached is information concerning this review.



COBB COUNTY WATER SYSTEM

Field Operation Center
680 South Cobb Drive
Marietta, Georgia 30060-3105

P.E.

Judy B. Jones,

Director

Divisions:

Accounting
Communications & Education
Customer Services
Engineering & Records
Environmental Compliance
Stormwater Management
System Maintenance
Water Protection

November 3, 2020

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

RE: Application for MRPA Certificate
690 River Knoll Drive
Land Lot 1097 & 1098, 17th District, 2nd Section
Cobb County, Georgia

Dear Mr. Santo:

Cobb County is requesting a formal review of the referenced application for a certificate under the provisions of the Metropolitan River Protection Act. The application for the submittal is by Jason Williams on behalf of the owner, Victoria Deljoo. This submittal contains the application form, existing conditions survey and proposed site plan as well as a reanalysis performed by Jim Santo on January 24, 2019. A \$250 cashier's check for the review fee has been provided, but was not forwarded with this digital submittal per your instructions.

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

Sincerely,

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

Enclosures

Cc: ARC File

**APPLICATION FOR
METROPOLITAN RIVER PROTECTION ACT CERTIFICATE**

1. Name of Local Government: Cobb County

2. Owner(s) of Record of Property to be Reviewed:

Name(s): Victoria Deljou

Mailing Address: 4695 Ponte Vedra Drive

City: MARIETTA State: GA Zip: 30067

Contact Phone Numbers (w/Area Code):

Daytime Phone: 404-441-5676 Fax: _____

Other Numbers: Email: adeljou@dacartconsulting.com

3. Applicant(s) or Applicant's Agent(s):

Name(s): Jason E. Williams

Mailing Address: 454 Satellite Blvd. Suite 200

City: Suwanee State: GA Zip: 30024

Contact Phone Numbers (w/Area Code):

Daytime Phone: 770-271-5772 Fax: _____

Other Numbers: Email: jwilliams@boundaryzone.com

4. Proposed Land or Water Use:

Name of Development: _____

Description of Proposed Use: Demolish existing house and deck

Construction of new house, pool & pool deck

5. Property Description (Attach Legal Description and Vicinity Map):

Land Lot(s), District, Section, County: _____

Land lot 1097 and 1098, 17th district, 2nd section, Cobb county

Subdivision, Lot, Block, Street and Address, Distance to Nearest Intersection: _____

Lot 15, Block E. The columns unit one-A. 690 River knoll drive, 45 Feet to River knoll drive

Size of Development (Use as Applicable):

Acres: Inside Corridor: 0.710

Outside Corridor: 0.000

Total: 0.710

Lots: Inside Corridor: 0.710

Outside Corridor: 0.000

Total: 0.710

Units: Inside Corridor: 0.710

Outside Corridor: 0.000

Total: 0.710

Other Size Descriptor (i.e., Length and Width of Easement):

Inside Corridor: _____

Outside Corridor: _____

Total: _____

6. Related Chattahoochee Corridor Development:

A. Does the total development include additional land in the Chattahoochee Corridor that is not part of this application? No _____

If "yes", describe the additional land and any development plans: _____

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

If "yes", please identify the use(s), the review identification number(s), and the date(s) of the review(s): _____

7. How Will Sewage from this Development be Treated?

A. Septic tank ~~Yes~~ _____

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

B. Public sewer system Yes (DWB 11.9.20) _____

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

Vulnerability Category	Total Acreage (or Sq. Footage)	Total Acreage (or Sq. Footage) Land Disturbance	Total Acreage (or Sq. Footage) Imperv. Surface	Percent Land Disturb. (Maximums Shown In Parentheses)	Percent Imperv. Surf. (Maximums Shown In Parentheses)
A	_____	_____	_____	(90)	(75)
B	_____	_____	_____	(80)	(60)
C	18,867	12,491	9,822 **	(70)	66.2 (45) 52.1 ***
D	9,085	5,885 * <i>5882 DWB 11/9/20</i>	719	(50)	64.8 * (30) 8
E	2,976	0 *	0 **	(30)	0 * (15) 0 ***
F	_____	_____	_____	(10)	(2)
Total:	30,928	18,376	10,541	N/A	N/A

* Includes transfer of land disturbance of 893 sf from E to D at 1:1.5 (893 x 1.5 = 1340 sf) per Part 2.A.3.c.(1) of the Chattahoochee Corridor Plan.

** Includes transfer of impervious surface of 446 sf from E to C at 1:1.5 (446 x 1.5 = 669 sf) and 663 sf from D to C at 1:1 (663 sf) as per Part 2.A.3.a.(1) of the Chattahoochee Corridor Plan.

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

Documentation on adjustments, if any.

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

FOR SINGLE-STEP APPLICATIONS (NON-SUBDIVISION):

Site plan.


Land-disturbance plan.

FOR TWO-STEP SINGLE-FAMILY SUBDIVISION APPLICATIONS ONLY:

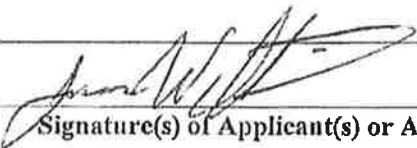
Concept plan.

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

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

 8/10/20
Signature(s) of Owner(s) of Record Date

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

 8-7-20
Signature(s) of Applicant(s) or Agent(s) Date

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

 11-3-2020
Signature of Chief Elected Official or Official's Designee Date



Vicinity Map



FIRM Panel Vignette

THIS FIRM PANEL VIGNETTE FOR THIS SITE LIES WITHIN A GENERALLY DESIGNATED 100 YEAR FLOOD HAZARD AREA AS SHOWN ON THE PANEL 100 OF THE RIVERKNOLL EFFICIENT SUBDIVISION

ZONING: R-30
 UNDESIGNED LOT
 UNDESIGNED DRIVE

OWNER
 VICTORIA RESIDU
 690 RIVERKNOLL DRIVE
 MARIETTA, GEORGIA 30067

BUILDER/
 EMERGENCY CONTACT
 VICTORIA RESIDU
 690 RIVERKNOLL DRIVE
 MARIETTA, GEORGIA 30067
 404-441-3518

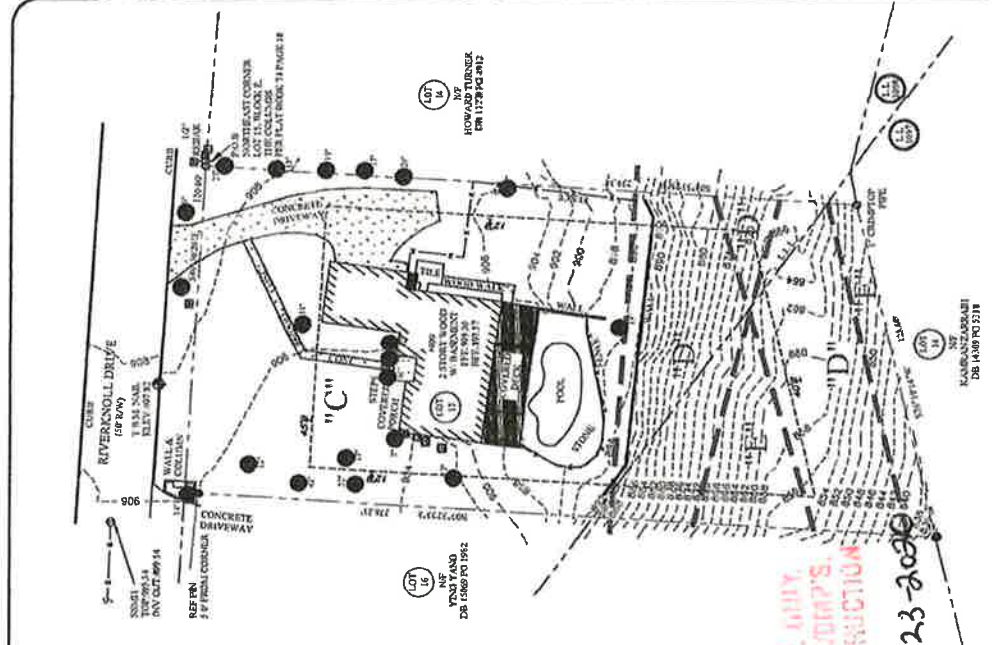
- GENERAL NOTES:**
1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.
 2. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLATS OF RECORD.
 3. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLATS OF RECORD.
 4. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLATS OF RECORD.
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 8. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLATS OF RECORD.
 9. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLATS OF RECORD.
 10. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLATS OF RECORD.
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 13. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLATS OF RECORD.
 14. THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLATS OF RECORD.

DATE: _____
 EASTING: _____
 NORTH: _____

EXISTING CONDITIONS SURVEY
 PLANS FOR VICTORIA RESIDU
 LOT 15, BLOCK E, THE COLUMNS UNIT ONE-A
 LAND LOT 1099 AND 1098, 17TH DISTRICT, 2ND SECTION
 MARIETTA, GEORGIA, 30067
 DATE: 8/20/20



PROJECT
 20584.02
 SHEET
 1 OF 4



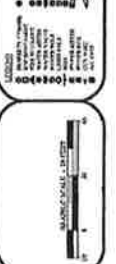
APPROVED FOR EROSION CONTROL ONLY.
 ALL EROSION & SEDIMENT DEVICES/DRAPS,
 MUST BE INSTALLED PRIOR TO CONSTRUCTION
 OF ANY BUILDING.
 10-23-2020

BOUNDARY ZONE, INC.
 811
 Know what's below. Call before you dig.

811
 Know what's below. Call before you dig.

X EROSION CONTROL

- 1. EROSION CONTROL
- 2. SEDIMENT CONTROL
- 3. SLOPE PROTECTION
- 4. STABILIZATION
- 5. VEGETATION
- 6. EROSION CONTROL
- 7. SEDIMENT CONTROL
- 8. SLOPE PROTECTION
- 9. STABILIZATION
- 10. VEGETATION



<p>THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.</p> <p>THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLATS OF RECORD.</p>	<p>THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION.</p> <p>THE PROPERTY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLATS OF RECORD.</p>
---	---



GENERAL NOTES:

1. THIS SITE IS LOCATED IN THE CITY OF MARIETTA, GEORGIA AND IS SUBJECT TO THE CITY ZONING AND SUBDIVISION ORDINANCES AND ANY APPLICABLE SUPPLEMENTARY ORDINANCES.
2. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE CITY OF MARIETTA, GEORGIA.
3. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE GEORGIA DEPARTMENT OF TRANSPORTATION.
4. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE STATE OF GEORGIA.
5. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE.
6. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY.
7. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR.
8. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE UNITED STATES DEPARTMENT OF COMMERCE.
9. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE UNITED STATES DEPARTMENT OF JUSTICE.
10. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE UNITED STATES DEPARTMENT OF LABOR.
11. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES.
12. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE UNITED STATES DEPARTMENT OF EDUCATION.
13. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE UNITED STATES DEPARTMENT OF ENERGY.
14. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT.
15. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE UNITED STATES DEPARTMENT OF JUSTICE.
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19. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE UNITED STATES DEPARTMENT OF ENERGY.
20. THE DEVELOPER HAS OBTAINED THE NECESSARY PERMITS FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT.

POST-CONSTRUCTION IMPROVEMENT AREA

POST-CONSTRUCTION IMPROVEMENT AREA	ACRES	PERCENTAGE
ROADWAY	15.78	24%
UTILITIES	1.35	2%
LANDSCAPE	1.87	3%
TOTAL	19.00	29%

DEENSITY FACTOR OF TREES TO REMAIN

DATE	BLD	TOTAL	REMOVED	REMAIN	TOTAL	UFA
1	7	2	0	0.00	0.00	0.00
2	12	2	0	0.80	0.80	0.50
3	13	2	0	0.00	0.00	0.00
4	27	2	0	2.80	2.80	1.80
5	31	2	0	4.50	4.50	2.80
TOTAL	69	10	0	8.10	8.10	4.10

CITY OF MARIETTA, GEORGIA REGULATIONS

REGULATION	REQUIREMENT
MINIMUM TREE DENSITY	10% TREE DENSITY
MINIMUM TREE SIZE	18 INCH DBH
MINIMUM TREE AGE	5 YEARS
MINIMUM TREE SPACING	10 FEET

Prepared Land Vulnerability Transfer from S to D

LAND USE	AREA (AC)	PERCENTAGE
Residential	15.78	24%
Commercial	1.35	2%
Industrial	1.87	3%
Public	0.00	0%
Other	0.00	0%
TOTAL	19.00	29%

Prepared Land Vulnerability Transfer from D to S

LAND USE	AREA (AC)	PERCENTAGE
Residential	0.00	0%
Commercial	0.00	0%
Industrial	0.00	0%
Public	0.00	0%
Other	0.00	0%
TOTAL	0.00	0%

Prepared Land Vulnerability Transfer from S to D & S to D

LAND USE	AREA (AC)	PERCENTAGE
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Industrial	1.87	3%
Public	0.00	0%
Other	0.00	0%
TOTAL	19.00	29%

CONSTRUCTION LEGEND

1. EXISTING UTILITIES	2. EXISTING ROADWAY
3. EXISTING LANDSCAPE	4. EXISTING BUILDINGS
5. EXISTING STRUCTURES	6. EXISTING TREES
7. EXISTING FENCES	8. EXISTING DRIVEWAYS
9. EXISTING DRIVEWAYS	10. EXISTING SIDEWALKS
11. EXISTING CURBS	12. EXISTING GUTTERS
13. EXISTING STAIRS	14. EXISTING RAMP
15. EXISTING PORCHES	16. EXISTING PATIOS
17. EXISTING TERRACES	18. EXISTING DECKS
19. EXISTING BALCONIES	20. EXISTING STAIRS
21. EXISTING RAMP	22. EXISTING PORCHES
23. EXISTING PATIOS	24. EXISTING TERRACES
25. EXISTING DECKS	26. EXISTING BALCONIES

PROF TO BE USED FOR BUILDING ACTIVITIES. THE PREPARED LAND VULNERABILITY TRANSFER FROM S TO D IS SUBJECT TO THE CITY OF MARIETTA, GEORGIA ZONING AND SUBDIVISION ORDINANCES AND ANY APPLICABLE SUPPLEMENTARY ORDINANCES.



PROPERTY INFORMATION

PROPERTY INFORMATION	VALUE
LOT AREA	19.00 AC
TOTAL AREA	19.00 AC
PERCENTAGE	29%

CITY OF MARIETTA, GEORGIA REGULATIONS

REGULATION	REQUIREMENT
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MINIMUM TREE SIZE	18 INCH DBH
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Prepared Land Vulnerability Transfer from D to S

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Commercial	0.00	0%
Industrial	0.00	0%
Public	0.00	0%
Other	0.00	0%
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Prepared Land Vulnerability Transfer from S to D & S to D

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BOUNDARY
 20384.02
 SHEET
 3 OF 4

PROJECT
 20384.02

DATE: 8/5/2020

PREPARED FOR: VICTORIA DELONG
 14718 E. COLMAN UNIT ONE-A
 MARIETTA, GEORGIA 30067

811
 Call before you dig.

BOUNDARY
 20384.02
 SHEET
 3 OF 4

PROJECT
 20384.02

DATE: 8/5/2020

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 14718 E. COLMAN UNIT ONE-A
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 Call before you dig.

BOUNDARY
 20384.02
 SHEET
 3 OF 4

PROJECT
 20384.02

DATE: 8/5/2020

PREPARED FOR: VICTORIA DELONG
 14718 E. COLMAN UNIT ONE-A
 MARIETTA, GEORGIA 30067

NO.	REVISIONS	DATE

DETAILS

PREPARED FOR VICTORIA BLDG.
LAND LOT 1097 AND 1098, 17TH DISTRICT, 2ND SECTION
MARLBOROUGH, GEORGIA 30067
DATE: 05/20/20



PROJECT
20584.02

SHEET
4 OF 4

PROJECT GENERAL INFORMATION

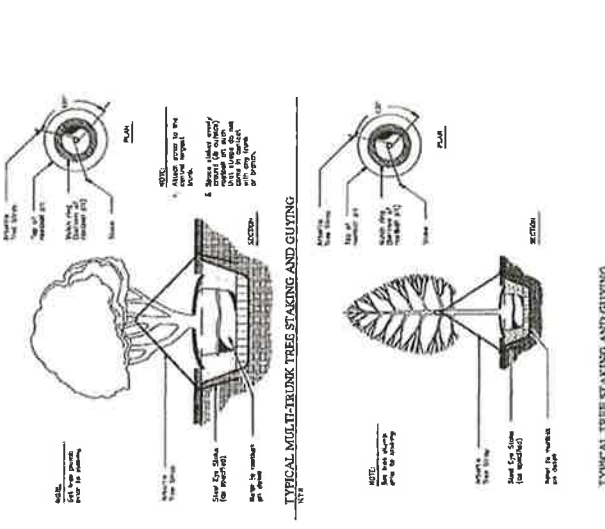
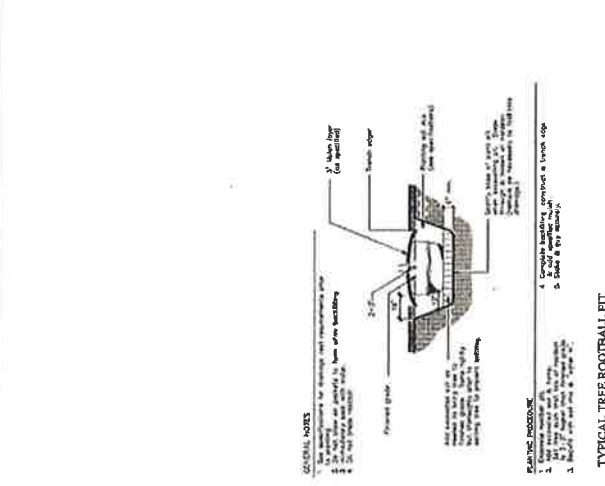
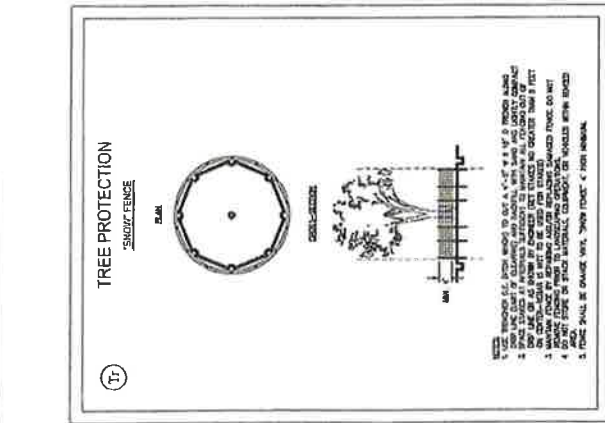
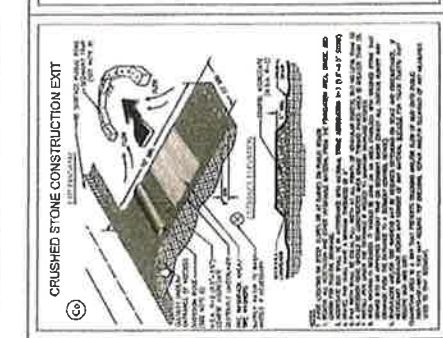
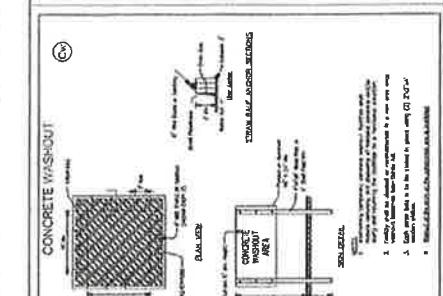
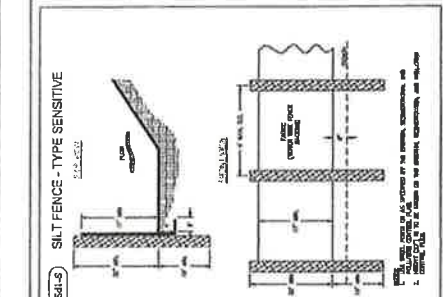
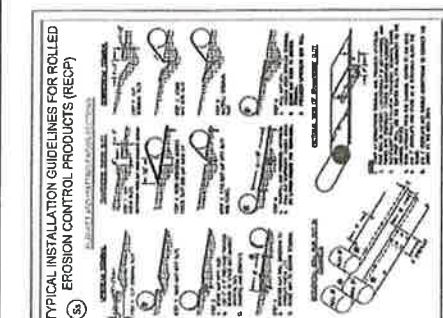
DATE	05/20/20	PROJECT NO.	20584.02
CLIENT	VICTORIA BLDG.	DATE OF ISSUE	05/20/20
PROJECT ADDRESS	17TH DISTRICT, 2ND SECTION, LAND LOT 1097 AND 1098, MARLBOROUGH, GEORGIA	PROJECT NAME	RESIDENTIAL DEVELOPMENT
DESIGNER	DAVID A. SMITH, P.E.	SCALE	AS SHOWN

NOTES:

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
2. SEE ALL OTHER SHEETS FOR COMPLETE INFORMATION.
3. MATERIALS AND METHODS OF CONSTRUCTION SHALL BE AS SHOWN OR AS NOTED.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

ACTIVITY SCHEDULE

ACTIVITY	START DATE	END DATE
FOUNDATION	06/01/20	06/15/20
FRAMEWORK	06/15/20	07/01/20
MECHANICAL/ELECTRICAL/PLUMBING	07/01/20	07/31/20
FINISHES	07/31/20	08/15/20
LANDSCAPE	08/15/20	08/31/20



BOUNDARY ZONE, Inc.

LANDSCAPE ARCHITECTURE, LANDSCAPE ARCHITECTS

1111 W. BENTON BLVD., SUITE 100, ATLANTA, GA 30309

PHONE: 404.525.1111 FAX: 404.525.1112

WWW.BOUNDARYZONE.COM

811

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PHONE: 404.525.1111 FAX: 404.525.1112

WWW.LELANDCONCRETE.COM

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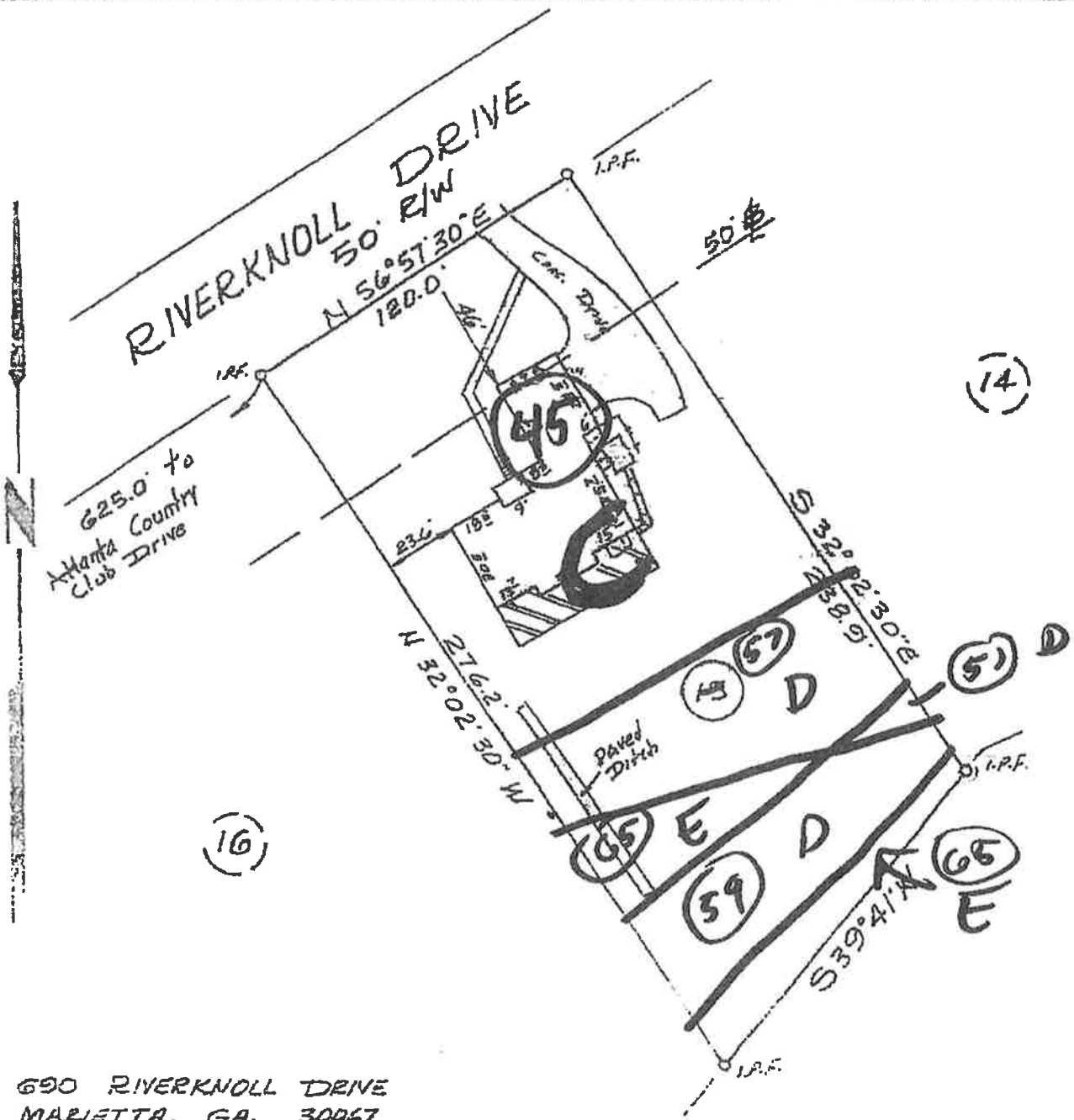
690 River Knoll Drive Reanalysis

Cobb County

January 24, 2019

<u>Vulnerability Factor</u>	<u>Factor Subgroup</u>	<u>Score</u>
Hydrology	Third Order Basin	0
Geology	Biotite Gneiss	5
Aspect:	South	15
Vegetation	Open	10
SUBTOTAL		30
Slope:		
	0-10%	3
	10-25%	9
	Over 25%	15
SUBTOTAL:		45
Soils:		
	Mod. Erodibility	12
	Severe Erodibility	20
TOTAL:		65
CATEGORY:		
	C	D
	D	D
	E	E

The C category includes scores from 38 to 49
 The D category includes scores from 50 to 59
 The E category includes scores from 60 to 79



690 RIVERKNOLL DRIVE
 MARIETTA, GA. 30067

"F.I.A. Official Flood Hazard Map" Community No. 130052, Page 120.B, dated 1-3-79 shows this property not to be in an area having special flood hazards.



All matters of title are accepted

THEUTHEIN SURVEYING & MAPPING CO., INC.
 2079 EDGEMOOR ROAD, N.E.
 MARIETTA, GEORGIA 30065
 PHONE 678-7759

SURVEY FOR

EDWARD A. FAUSTI

DECATUR FEDERAL S & L. ASSOC.
 SUBD.

THE COLUMNS

LOT- 15 BLOCK- E UNIT- ONE- "A"

LAND LOT- 1097 & 1098

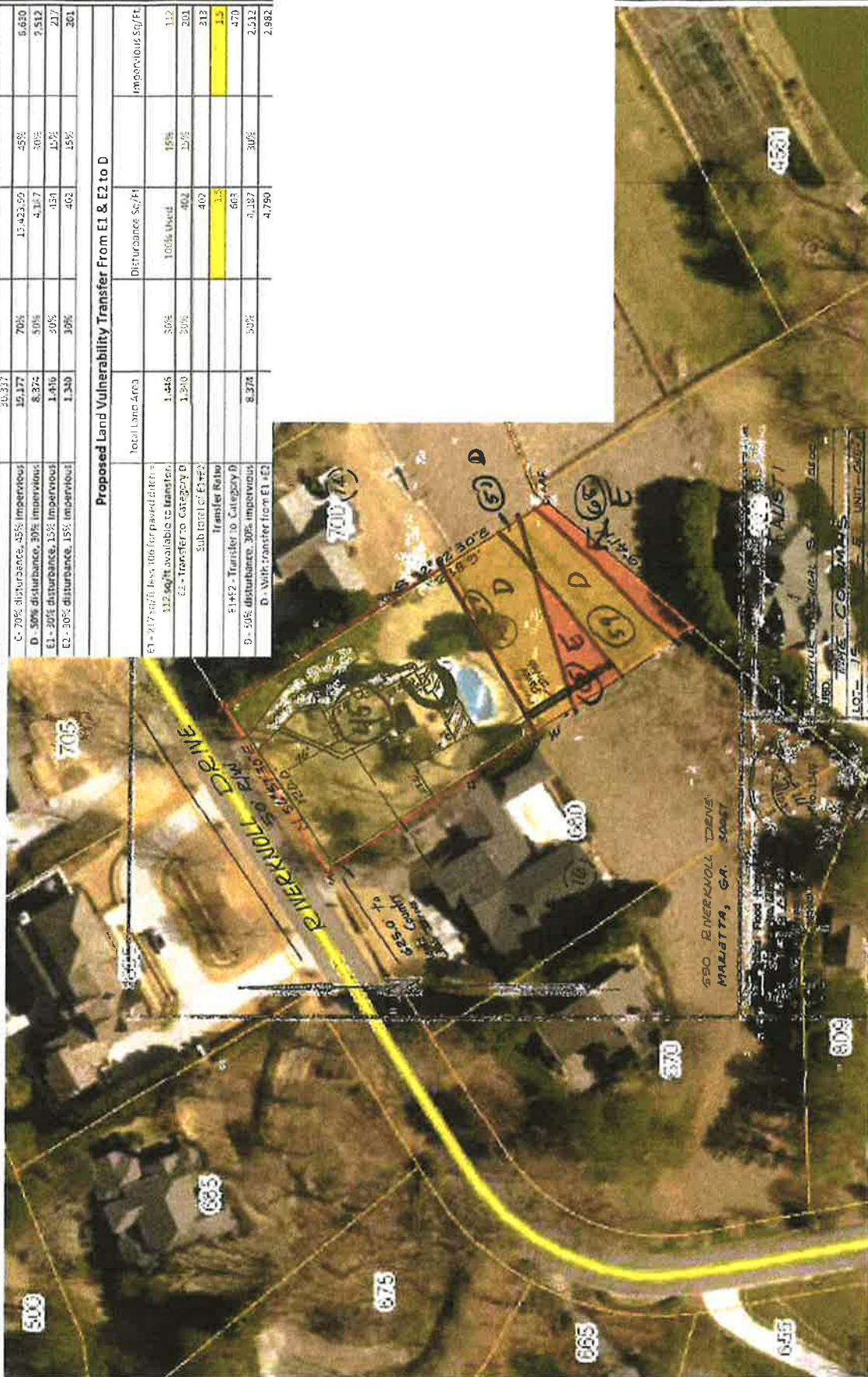
DISTRICT- 17th SECTION- 2nd

COUNTY- COBB STATE- GA.

DATE- JAN. 7, 1981 SCALE 1" = 50'

REVISED- A 765-60

Cobb County Georgia



Current Land Vulnerability Chart

Total Land Area	Disturbance Ratio	Disturbance Sq/Ft	Impervious Ratio	Impervious Sq/Ft
20,317				
C - 70% disturbance, 45% impervious	70%	13,423.59	45%	6,630
D - 50% disturbance, 30% impervious	50%	4,167	30%	2,512
E1 - 20% disturbance, 15% impervious	20%	1,514	15%	217
E2 - 30% disturbance, 15% impervious	30%	462	15%	201
Total				

Proposed Land Vulnerability Transfer From E1 & E2 to D

Total Land Area	Disturbance Sq/Ft	Impervious Sq/Ft
E1 - 217,500 sq ft less 10% for paved lot (19,275 sq ft) available to transfer, E2 - Transfer to Category D	1,448	1,122
E1 - Transfer to Category D	1,340	203
Sub total of E1+E2	402	313
Transfer Ratio	1.5	
E1+E2 - Transfer to Category D	663	470
D - 50% disturbance, 30% impervious	30%	4,790
D - With transfer from E1 & E2		4,790
		2,982

Map Info

SECTION - 2nd
 DISTRICT - 17th
 COUNTY - COBB COUNTY, GEORGIA
 MAP NO. 1991-15
 UNIT - 205
 DATE - 10/12/2011
 SCALE - 1" = 50'-0"



Information Services

Kimberly Lemley, Director

Districts All

Item No. 8.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Kimberly Lemley, Director
Sharon Stanley, Agency Director

DATE: December 15, 2020

PURPOSE

To conduct a public hearing prior to expending \$100,000.00 or more for professional services needed to design and implement a Facilities Information System of Record on the ArcGIS platform.

BACKGROUND

On November 17, 2020, the Board of Commissioners authorized advertisement for and conduct of a public hearing for professional services for a Facilities Information System of Record (SOR) on the ArcGIS platform. ArcGIS Indoors will be implemented as the SOR enterprise database system to manage, visualize, analyze and share County facility assets data and information. This is an eligible capital project/program approved under the 2016 SPLOST.

Notice of Public Hearing for this project was advertised in The Marietta Daily Journal on November 27, 2020, December 4, 2020, and December 11, 2020.

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

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

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners conduct a public hearing prior to expending \$100,000.00 or more for professional services needed to design and implement a Facilities Information System of Record on the ArcGIS platform.

ATTACHMENTS

1. ESRI INDOORS Advertisement for Public Hearing

MARIETTA DAILY JOURNAL - ADVERTISEMENT AUTHORIZATION FORM

Newspaper Account #: 900024 Contact Person: Stephanie Brice 770-528-8439

NOTICE OF PUBLIC HEARING
COBB COUNTY BOARD OF COMMISSIONERS

Notice is hereby given that on December 15, 2020, at 6:00 p.m., the Board of Commissioners of Cobb County will hold a public hearing regarding consultant or consulting firm services expected to exceed \$100,000.00 and involving the following:

Facilities Information System of Record on the ArcGIS platform: Professional services to design and implement ArcGIS Indoors as the enterprise database system to manage, visualize, analyze and share County facility assets data and information.

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

Advertisement Dates:

November 27, 2020, December 4, 2020, and December 11, 2020



Magistrate Court

Brendan F. Murphy, Chief Magistrate Judge

Districts All

Item No. 9.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager
FROM: Brendan F. Murphy, Chief Magistrate Judge
DATE: December 15, 2020

PURPOSE

To approve Judge Jonathan Marigliano and Senior Magistrate Judge Timothy W. Wolfe as Senior Magistrates.

BACKGROUND

Pursuant to O.C.G.A. § 15-10-220, Chief Magistrate Judge Brendan F. Murphy hereby appoints part-time Cobb County Magistrate Judge Jonathan Marigliano and reappoints Senior Magistrate Judge Timothy W. Wolfe to the office of Senior Magistrate. Such appointments shall run until December 31, 2024. Judges Marigliano and Wolfe meet all statutory requirements for a Senior Magistrate. They have each served the people of Cobb County well as a Magistrate Judges. The appointments are made at this time as each judge's current appointment runs out at the end of this calendar year.

Any appointment of a Senior Magistrate is subject to the approval of the governing authority of the county. Judge Murphy respectfully requests such approval from the Board of Commissioners.

IMPACT STATEMENT

N/A

FUNDING

These appointments would have no budget impact for Cobb County. This designation would simply allow the Judges to serve in any Magistrate Court in the State of Georgia upon the request of any Chief Magistrate. Such service would be at the expense of the local taxpayers in that jurisdiction. If a Senior Magistrate served in Cobb County, he would be compensated from already appropriated funds for that purpose. The hourly rate for a Senior Magistrate is identical to that of the regularly serving part-time Magistrate Judges.

RECOMMENDATION

The Cobb County Board of Commissioners approve Chief Magistrate Judge Brendan F. Murphy's appointment of Cobb County Magistrate Judge Jonathan Marigliano and Senior Magistrate Judge Timothy W. Wolfe to the office of Senior Magistrate for a term ending on December 31, 2024.

ATTACHMENTS

None



Water System

Judy Jones, P.E., Agency Director

District 1

Item No. 10.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

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

DATE: December 15, 2020

PURPOSE

To approve Change Order No. 1 (final) to the construction contract with M.V.P. Piping Co., Inc. for Deerfield Drive Area Sewer Upgrade, Program No. S1114.

BACKGROUND

On August 28, 2018, the Board of Commissioners awarded M.V.P. Piping Co., Inc. a contract to replace approximately 800 linear feet of deteriorating vitrified clay sewer main with 12-inch ductile iron sewer main and all related appurtenances in the Deerfield Subdivision.

The construction has been completed at a cost of \$244,761.40 or \$36,855.00 less than the approved contract amount of \$281,616.40. The decrease is primarily due to a reduction in the quantity of 8-inch ductile iron gravity sewer pipe and 12-inch ductile iron gravity sewer pipe and other final quantity adjustments.

Original Contract	\$281,616.40
Change Order No. 1 (final)	<u>(\$ 36,855.00)</u>
Revised Contract	\$244,761.40

IMPACT STATEMENT

N/A

FUNDING

No additional funding is required for the Water System’s Deerfield Drive Area Sewer Upgrade, Program No. S1114.

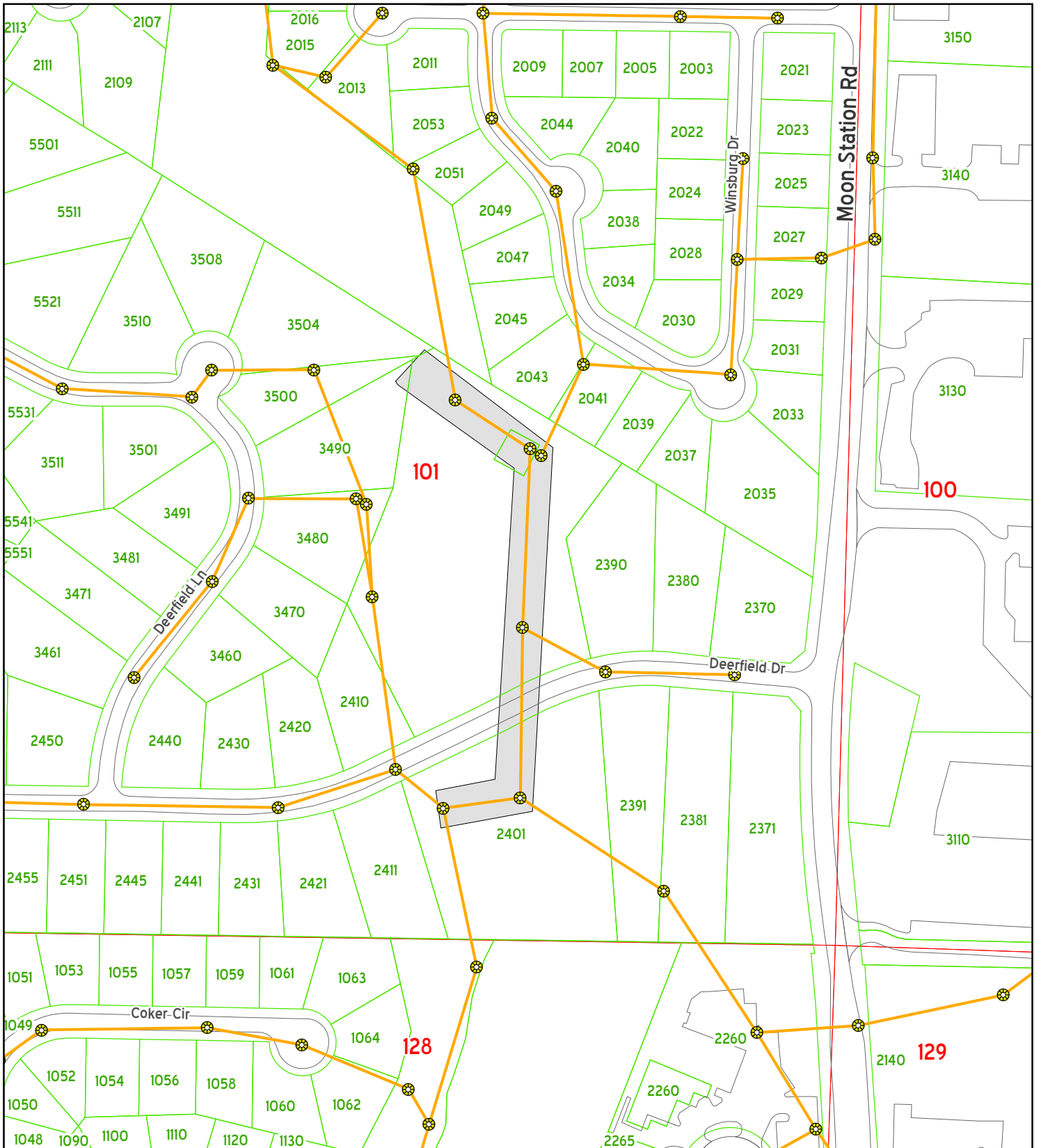
Decrease Encumbrance:			
GAE 51008281816	510-500-5755-8260	S1114-C	\$36,855.00
Transfer from:			
Deerfield Drive Area Sewer Upgrade			
Construction	510-500-5755-8260	S1114-C	\$36,855.00
Interest Expense on Retainage	510-500-5755-6613	S1114-A	\$ 557.12
Easement & Right-of-Way	510-500-5755-8020	S1114-R	\$ 3,000.00
Materials & Supplies	510-500-5755-8265	S1114-M	\$ 1,000.00
Contingency	510-500-5755-8810	S1114-T	<u>\$ 5,600.00</u>
Total			\$47,012.12
Transfer to:			
Unidentified New/Replacement Sewer Lines			
Preliminary Estimates	510-500-5755-8005	S2503-Z	\$47,012.12

RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the construction contract with M.V.P. Piping Co., Inc., a savings to the project in the amount of \$36,855.00, for Deerfield Drive Area Sewer Upgrade, Program No. S1114; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

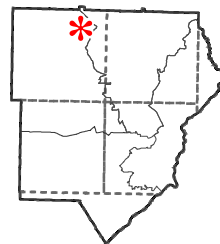
ATTACHMENTS

1. Map - 121520 CO1 (final) Deerfield Drive Area Sewer Upgrade S1114



1:2,400

Project: Deerfield Drive Area Sewer Upgrade
 Program Number: S1114
 Land Lot(s): 101
 District(s): 20
 Commission District(s): 1





Water System

Item No. 11.

Judy Jones, P.E., Agency Director

District 2

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

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

DATE: December 15, 2020

PURPOSE

To approve Change Order No. 1 (final) to the construction contract with Chatfield Contracting, Inc. for 3340 Somerset Court, Program No. SW2016.

BACKGROUND

On May 12, 2020, the Board of Commissioners awarded Chatfield Contracting, Inc. a contract to rehabilitate approximately 105 linear feet of 48-inch bituminous coated corrugated metal pipe in the vicinity of 3340 Somerset Court.

The construction has been completed at a cost of \$137,056.40 or \$23,150.60 less than the approved contract amount of \$160,207.00. The decrease is due to final quantity adjustments related primarily to optimal subsurface conditions which resulted in a substantial reduction in the area that was necessary to disturb and restore.

Original Contract	\$160,207.00
Change Order No. 1 (final)	(\$ 23,150.60)
Revised Contract	\$137,056.40

IMPACT STATEMENT

N/A

FUNDING

No additional funding is required for the Water System’s 3340 Somerset Court project, Program No. SW2016.

Decrease encumbrance:

GAE 51005122003	510-500-5758-6496	SW2016-C	\$23,150.60
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Transfer from:

3340 Somerset Court

Drainage Contract R&M Service	510-500-5758-6496	SW2016-C	\$23,150.60
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Transfer to:

Stormwater Multi-Year Budget

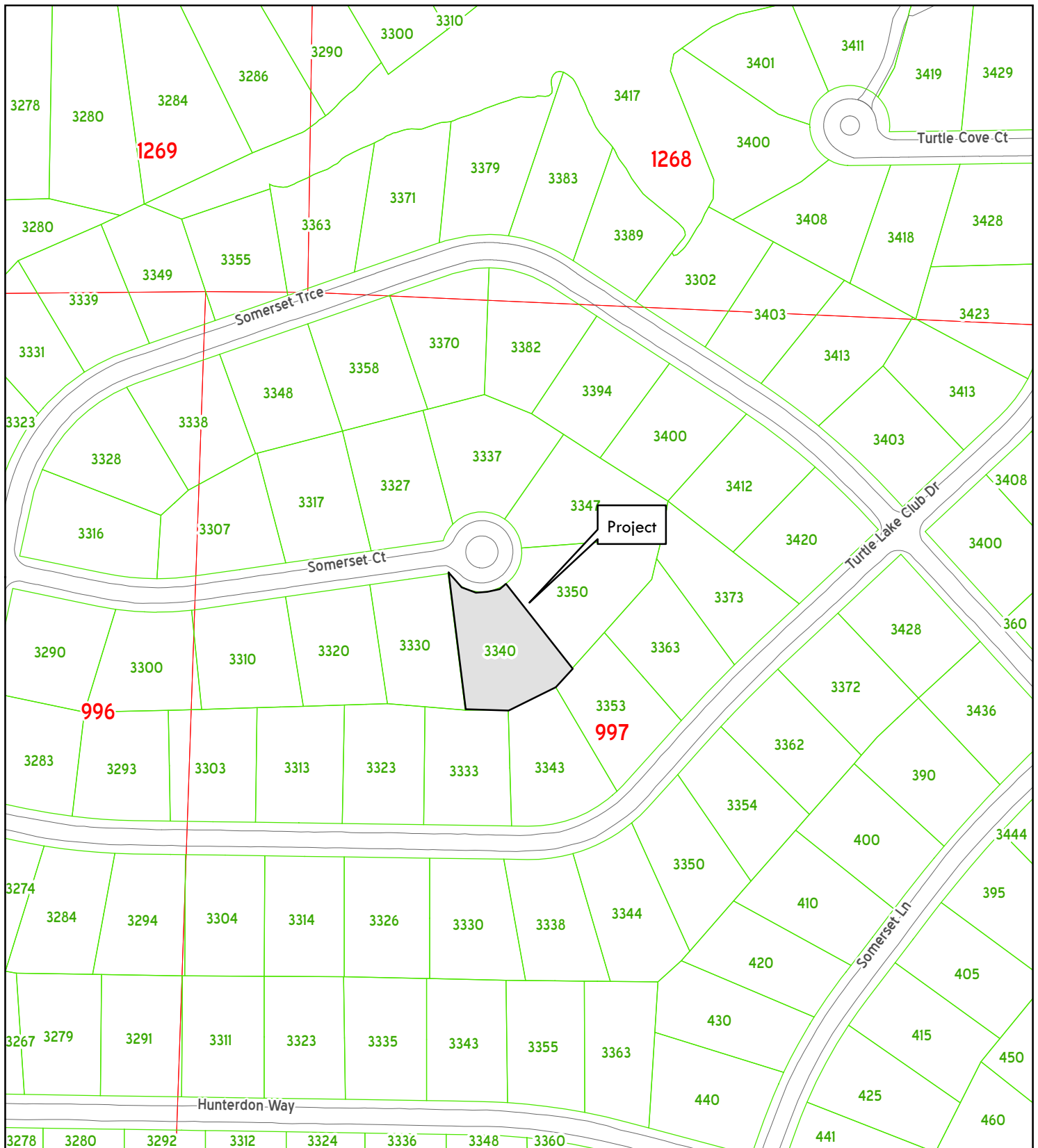
Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$23,150.60
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RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the construction contract with Chatfield Contracting, Inc., a savings to the project in the amount of \$23,150.60, for 3340 Somerset Court, Program No. SW2016; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

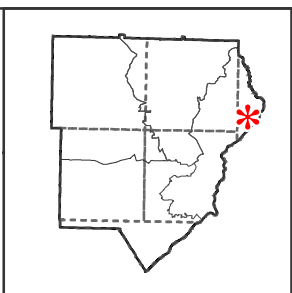
ATTACHMENTS

1. Map - 121520 3340 Somerset Court SW2016



1:2,400

Project: 3340 Somerset Court
 Program Number: SW2016
 Land Lot(s): 997
 District(s): 17
 Commission District(s): 2





Water System

Item No. 12.

Judy Jones, P.E., Agency Director

District 4

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

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

DATE: December 15, 2020

PURPOSE

To approve Change Order No. 1 to the construction contract with D & H Construction Company for the Hurt Road Water Main Replacement, Program No. W2357.

BACKGROUND

On September 11, 2018, the Board of Commissioners awarded D & H Construction Company a contract to replace approximately 19,200 linear feet of 12-inch ductile iron water main and all related appurtenances along Hurt Road from Powder Springs Road to South Hurt Road.

During execution of the work, the contractor identified several undocumented tie-ins while conducting test shutdowns. Additional exploratory work is required to verify the specific location of the connections. It will be necessary to reconnect existing meter services, identify, and in some cases repair, old isolation valves, and restore the additional impacted areas. Due to limited working areas within the right-of-way outside of the road, additional sod and installation labor is needed to restore landscaping in kind. Utilizing bid unit prices, a not to exceed cost of \$109,339.30 has been negotiated to complete this work.

Original Contract	\$2,942,084.25
Change Order No. 1	<u>\$ 109,339.30</u>
Revised Contract	\$3,051,423.55

IMPACT STATEMENT

N/A

FUNDING

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

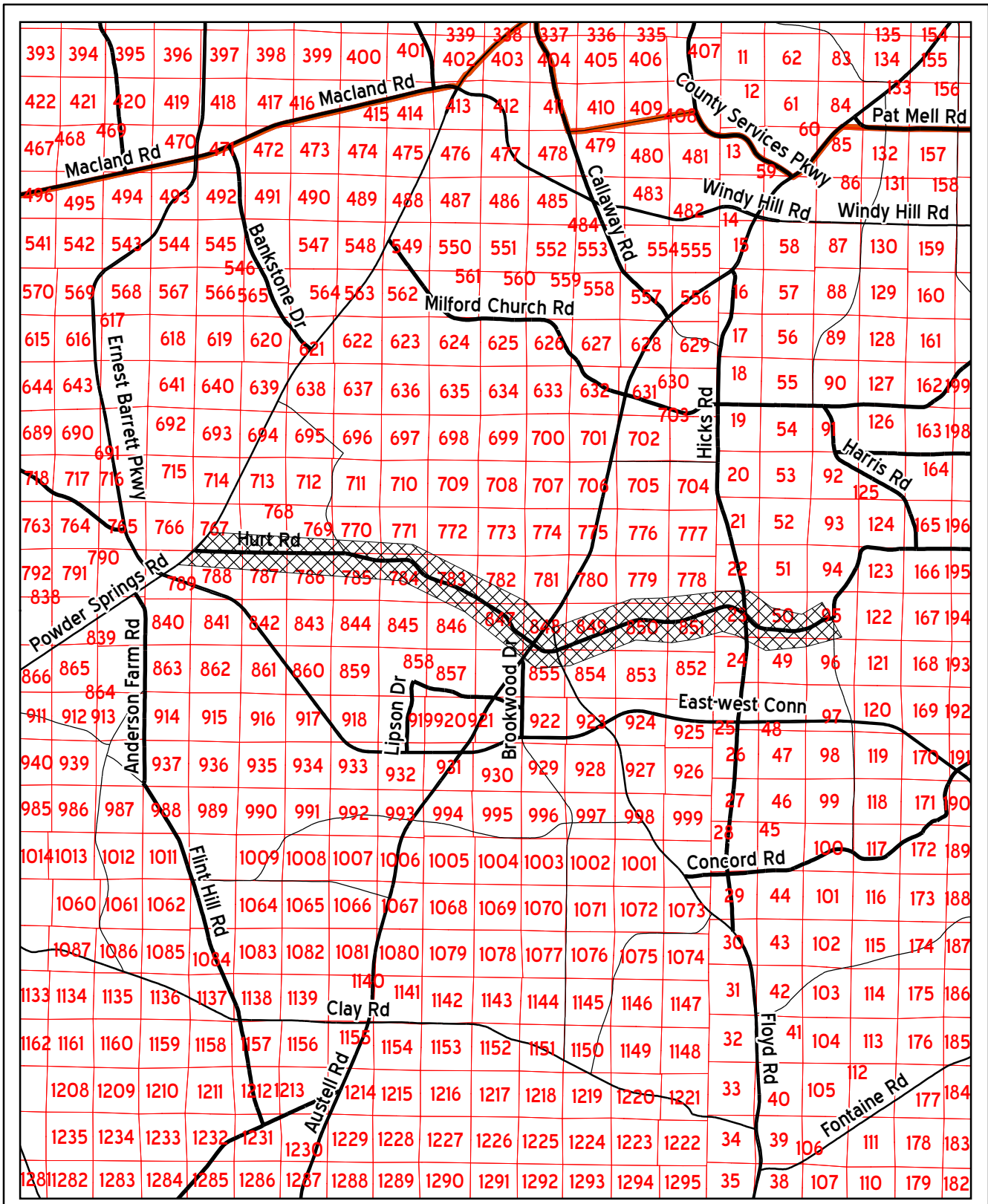
Increase Encumbrance:			
GAE 51009111807	510-500-5754-8260	W2357-C	\$109,339.30
Transfer from:			
Unidentified New/Replacement Water Mains			
Preliminary Estimates	510-500-5754-8005	W1503-Z	\$109,339.30
Transfer to:			
Hurt Road Water Main Replacement			
Construction	510-500-5754-8260	W2357-C	\$109,339.30

RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 to the construction contract with D & H Construction Company, in an amount not to exceed \$109,339.30, for Hurt Road Water Main Replacement, Program No. W2357; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

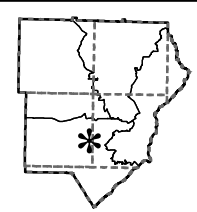
ATTACHMENTS

1. Map - 121520 CO1 Hurt Road WMR W2357



Project: Hurt Road Water Main Replacement
 Program Number: W2357
 Land Lot(s): As Shown
 District(s): 17, 19
 Commission District(s): 4

1:48,000





Water System

Judy Jones, P.E., Agency Director

Districts All

Item No. 13.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

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

DATE: December 15, 2020

PURPOSE

To approve a construction contract with R2T, Inc. for FY21 Multiple Pump Stations Projects, Program No. S5036.

BACKGROUND

The proposed project includes rehabilitation of seven existing wastewater pump stations (Plant Atkinson Road, Marina Trace, Six Flags, Allatoona Beach, West Hampton #1, West Hampton #2, and Wood Valley) and one existing drinking water station (Brushy Mountain). Work required at each location varies, but generally includes replacement of standby power generators, automatic transfer switches, pumps, prefabricated electrical equipment buildings at specific sites, and various appurtenant rehabilitation work. The project is part of the Water System's ongoing program to properly maintain its pump station facilities.

Bids for construction were received on November 12, 2020, and the results of the bids were as follows:

R2T, Inc.	\$1,388,834.40
Ruby-Collins, Inc.	\$1,780,289.00

An additional bid was received, but was found to be non-responsible.

IMPACT STATEMENT

N/A

FUNDING

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

Transfer from:

Miscellaneous Pump Station Upgrades

Preliminary Estimates	510-500-5755-8005	S5014-Z	\$1,426,654.40
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Transfer to:

FY21 Multiple Pump Stations Projects

Construction	510-500-5755-8260	S5036-C	\$1,388,834.40
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Interest Expense on Retainage	510-500-5755-6613	S5036-A	\$ 3,480.00
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Easements & Right-of-Way	510-500-5755-8020	S5036-R	\$ 1,500.00
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Materials & Supplies	510-500-5755-8265	S5036-M	\$ 5,000.00
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Contingency	510-500-5755-8810	S5036-T	\$ 27,840.00
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Total			\$1,426,654.40
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RECOMMENDATION

The Board of Commissioners approve a construction contract with R2T, Inc., in the amount of \$1,388,834.40, for FY21 Multiple Pump Stations Projects, Program No. S5036; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Water System

Judy Jones, P.E., Agency Director

District 4

Item No. 14.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

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

DATE: December 15, 2020

PURPOSE

To approve Change Order No. 1 to the construction contract with Reeves Young, LLC for South Cobb WRF Influent Lift Station Recovery, Program No. T5004.

BACKGROUND

On October 8, 2019, the Board of Commissioners approved a contract with Reeves Young, LLC in the amount of \$23,596,000.00 for the construction of the recovery of the South Cobb Water Reclamation Facility Influent Lift Station after the flooding event that occurred on December 30, 2018.

In accordance with the contract, Reeves Young was issued notice to proceed on February 5, 2020, with a contract completion date of June 19, 2021. It was anticipated that, while Reeves Young was mobilizing and ordering equipment, the influent lift station would be dewatered, cleaned, and disinfected by others, and that completion of these activities would not impact the approved construction schedule. Due to the complexities and resource-intensive nature of the dewatering, cleaning, and disinfection processes, however, these tasks were not finally completed until August 3, 2020. During the period between February 5 and August 3, Reeves Young was able to perform a significant amount of work that was not on the project critical path, order materials and equipment, and ultimately assist with the dewatering process. The delay in providing Reeves Young full access to the station, however, impacted the critical path construction schedule and resulted in a justified extension of 129 calendar days to the contract period.

Reeves Young has been able to document direct field and office costs, in accordance with contract stipulations, in the amount of \$229,983.98 in additional, unanticipated costs to maintain staff and construction utilities during the 129-day delay period. In the event that Reeves Young achieves final completion early, the resulting reduction in costs will be reflected in the final close-out change order.

Change Order No. 1 is proposed in an amount not to exceed \$229,983.98, including a time extension of 129 calendar days to the substantial and final completion dates.

Original Contract Amount	\$23,596,000.00
Change Order No.1	<u>\$ 229,983.98</u>
Revised Contract Amount	\$23,825,983.98

IMPACT STATEMENT

N/A

FUNDING

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

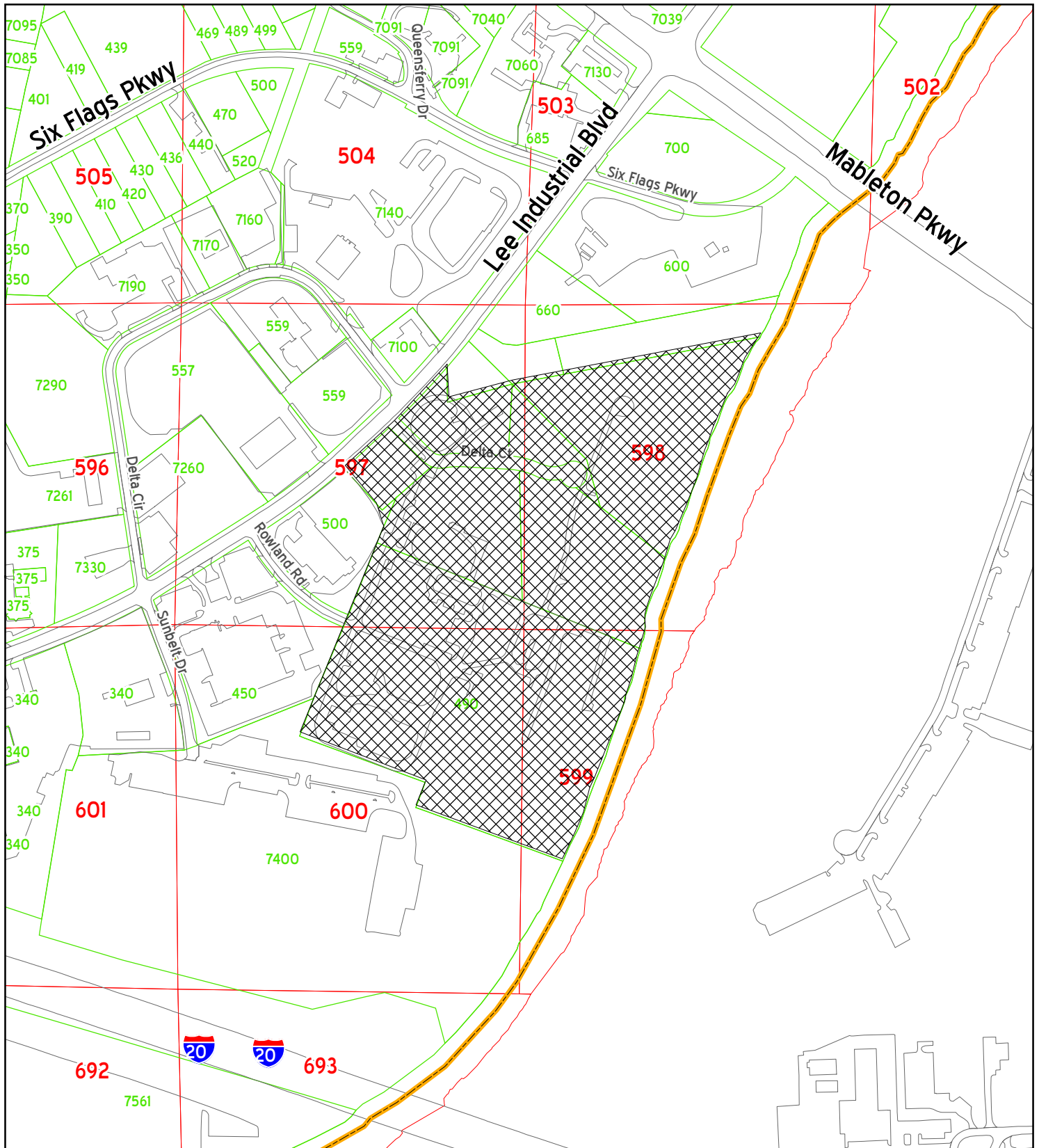
Increase Revenue:	500-500-5100-4992	(Water System Reserves)	\$229,983.98
Increase Expenses	500-500-5100-6594	(Interfund-Out)	\$229,983.98
Increase Revenue	510-500-5750-4960	A5750-A	\$229,983.98
Increase Expenses:			
South Cobb WRF Influent Lift Station Recovery			
Construction	510-500-5753-8260	T5004-C	\$229,983.98
Increase Encumbrance			
GAE 51010081909	510-500-5753-8260	T5004-C	\$229,983.98

RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 with Reeves Young, LLC, in an amount not to exceed \$229,983.98 with a time extension of 129 calendar days to the substantial and final completion dates, for South Cobb WRF Influent Lift Station Recovery, Program No. T5004; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

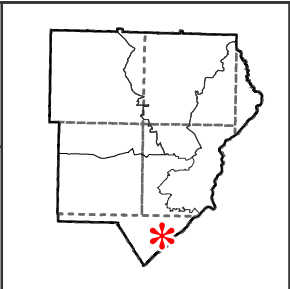
ATTACHMENTS

1. Map - 121520 CO1 South Cobb WRF Influent Lift Station Recovery T5004



1:6,000

Project: South Cobb WRF Influent Lift Station Recovery
 Program Number: T5004
 Land Lots: As Shown
 District: 18th
 Commission District: 4





Water System

Judy Jones, P.E., Agency Director

Districts All

Item No. 15.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

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

DATE: December 15, 2020

PURPOSE

To approve an agreement with ADS, LLC (d/b/a ADS Environmental Services) for professional services for FY21 Collection System Flow Monitoring Services, Program No. C0161.

BACKGROUND

On September 8, 2020, the Board of Commissioners authorized the advertisement and holding of a public hearing for employment of professional services where contract fees will exceed \$100,000.00 for FY21 Collection System Flow Monitoring Services. The public hearing was held on October 13, 2020.

The proposed project includes maintaining a network of flow measuring devices to monitor long-term trends for wastewater and infiltration/inflow in major sewers throughout the County. Proposals were solicited through advertisement in the Marietta Daily Journal. Procurement was in accordance with Selection Method 2 (Competitive Proposals) of the Policy for the Procurement of Professional Services, which requires the submittal of a narrative proposal, including pricing information. Ranking of proposals includes consideration of staffing, previous experience and performance, approach, availability, financial stability, and cost.

Three potential lead consulting firms obtained a copy of the Request for Proposals during the advertisement period. On November 12, 2020, Cobb County received only one proposal for professional services, which was from the incumbent firm. A Selection Committee evaluated the proposal and pricing information, and concluded that ADS Environmental Services demonstrated relevant experience and sufficient staffing to perform the work, showed that it meets all contractual requirements, submitted a reasonable price that was consistent with estimates, and has performed well on the current contract. The members of the Selection Committee were Wilson Collins, Water System; Tom Bills, PARKS; Christopher Duggan, Water System; Lisa Rodriguez, Purchasing; and Ryan Coover, Water System.

It is recommended that an agreement be entered into with ADS, LLC d/b/a ADS Environmental Services in an amount not to exceed \$259,690.00. This agreement has an initial term of two years, with options to extend for three additional years.

IMPACT STATEMENT

N/A

FUNDING

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

Transfer from:

FY16 Collection System Flow Monitoring Services

Preliminary Estimates	510-500-5752-8005	C0143-Z	\$259,690.00
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Transfer to:

FY21 Collection System Flow Monitoring Services

Engineering-Basic Fees	510-500-5752-8225	C0161-E	\$259,690.00
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RECOMMENDATION

The Board of Commissioners approve an agreement with ADS, LLC (d/b/a ADS Environmental Services), in an amount not to exceed \$259,690.00, for professional services for FY21 Collection System Flow Monitoring Services, Program No. C0161; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Water System

Item No. 16.

Judy Jones, P.E., Agency Director

District 4

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

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

DATE: December 15, 2020

PURPOSE

To approve a construction contract with W.E Contracting Company, Inc. for Stormwater Management at the South Cobb Water Reclamation Facility, Program Number SW2125.

BACKGROUND

The southwestern corner of the South Cobb Water Reclamation Facility (WRF) is downgradient of two adjacent properties and receives stormwater flows from 450 Lee Industrial Boulevard and 7400 Sunbelt Drive. This situation has become increasingly problematic. Flooding of the impacted portion of the facility can adversely impact operations and has become a source of concern with respect to compliance with related permits.

The situation can be addressed by the installation of a concrete flume approximately 600 feet long and 8 feet wide to intercept flows as they leave the adjacent properties and provide routing around the WRF. The proposed flume would be constructed entirely on the adjacent properties, but it would be a part of the County's stormwater management system. Owners of the adjacent properties are in support of this solution and are willing to provide necessary permanent drainage easements with the provision that a vegetative screen is provided.

The scope of the project consists of supplying all labor, materials, and equipment time to install a 604-ft long by 8-ft wide by 4-inch thick concrete flume on previously acquired easements just outside the property southwest boundary of the South Cobb WRF; install a vegetative screen; and restore the site. Competitive bids were solicited from all Stormwater Management prequalified Unit Price Contractors and on November 30, 2020, two responses were received for this project as follows:

W.E. Contracting Company, Inc.	\$122,173.40
Chatfield Contracting, Inc.	\$123,299.00

Stormwater Management recommends a contract award to W.E. Contracting Company, Inc., the lowest responsive, responsible bidder, in the amount of \$122,173.40 to construct this project.

IMPACT STATEMENT

N/A

FUNDING

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

Transfer from:

Stormwater Multi-Year Budget

Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$122,173.40
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Transfer to:

Stormwater Management at the South Cobb Water Reclamation Facility

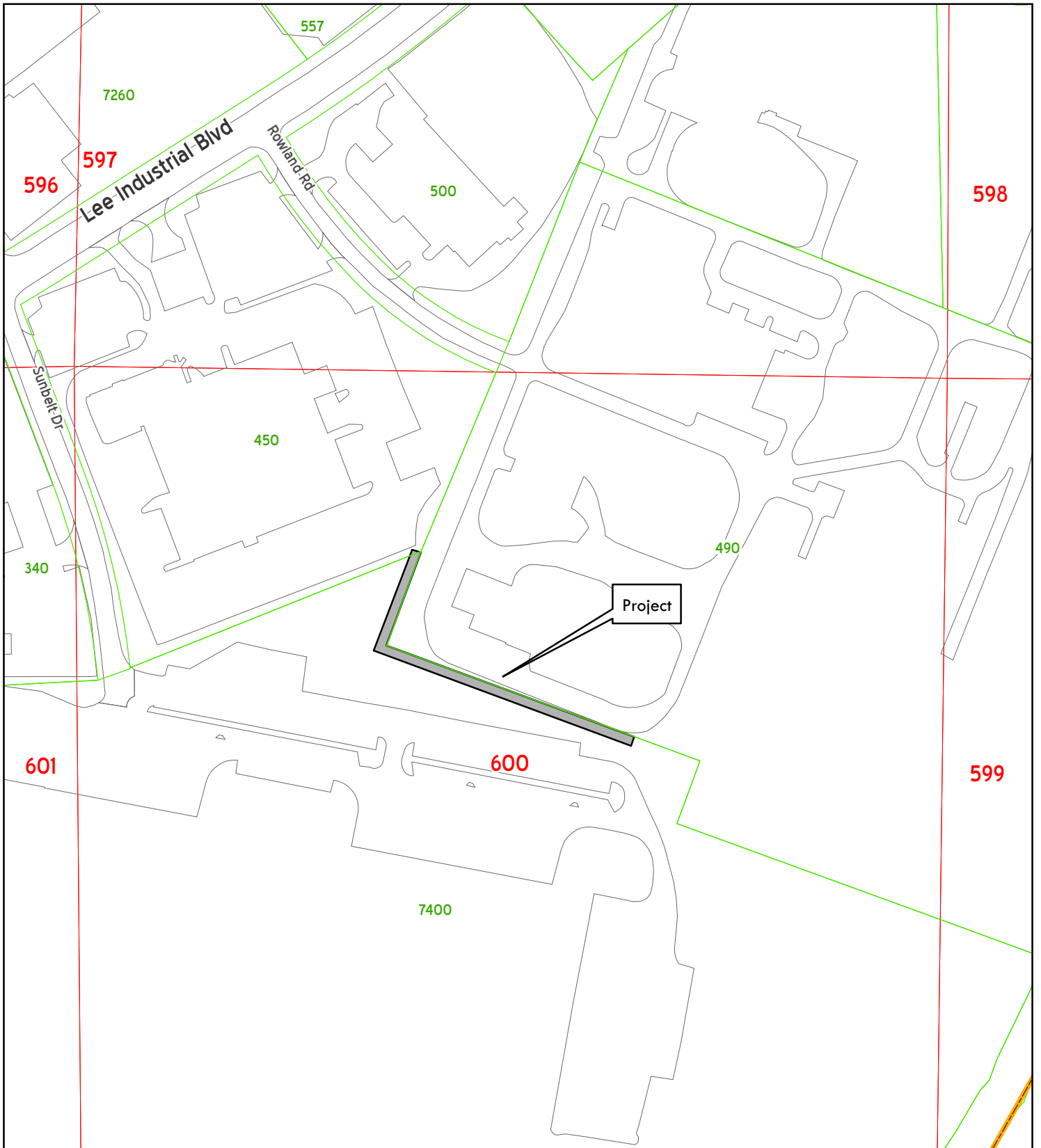
Drainage Contract R&M Service	510-500-5758-6496	SW2125-C	\$122,173.40
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RECOMMENDATION

The Board of Commissioners approve a construction contract with W.E Contracting Company, Inc., in the amount of \$122,173.40, for Stormwater Management at the South Cobb Water Reclamation Facility, Program Number SW2125; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

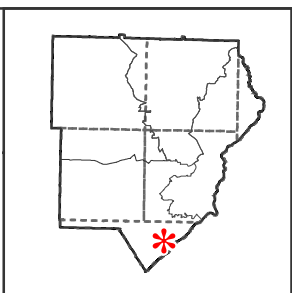
ATTACHMENTS

1. Map - 121520 Stormwater Management at S Cobb WRF SW2125



1:2,400

Project: South Cobb Water Reclamation Facility
 Stormwater Management
 Program Number: SW2125
 Land Lots: As Shown
 District: 18th
 Commission District: 4





Water System

Judy Jones, P.E., Agency Director

District 3

Item No. 17.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

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

DATE: December 15, 2020

PURPOSE

To approve an agreement with the trustees of the George A Montgomery Trust to convey to Cobb County certain real property including Laura Lake, Laura Lake Dam, and an adjoining tract comprising a total of 87.55 acres in consideration for the county assuming responsibility to repair Laura Lake Dam, Program No. SW1942.

BACKGROUND

Laura Lake Dam is a privately owned, high hazard (Category 1) dam, regulated by the Safe Dams Program of the Georgia Department of Natural Resources. This dam was heavily damaged by the 2009 flood. The owner of the dam is required by the Program to either repair or breach the dam, but neither has been accomplished to date. The cost of the work required to repair the dam to current standards and maintain its functionality is projected to be about \$4 million, whereas the cost to breach is minimal.

The function of this dam is critical to stormwater management in the Town Center area, providing direct protection for Ernest Barrett Parkway and working with public stormwater retention facilities in the area to mitigate the impact of stormwater flows within the Noonday Creek basin. Should Laura Lake Dam be breached rather than repaired, the impact on traffic along Ernest Barrett Parkway would be substantial during storm events.

An agreement has been negotiated with the trustees of the George A. Montgomery Estate that would ensure that the benefits to Cobb County of the dam continue. Under the agreement, Cobb County would assume ownership of Laura Lake and Laura Lake Dam (26.34 acres) along with 61.21 acres of adjacent vacant land (Tax Parcels 16071500010, 16071600010, 16072500010, 16078800010, and 16071500010) and would become responsible for repair of the dam. The vacant land may be considered for use as a passive Cobb County park in the future.

In its repaired condition, Laura Lake Dam could provide significant flood attenuation to downstream areas, including Ernest Barrett Parkway. Under County ownership, Laura Lake could be operated as a major flood control facility within the heavily urbanized Noonday Creek watershed. The normal pool level could be drawn down by approximately 14.6 feet to create more than 7 million cubic feet of additional storage volume to

mitigate flooding. The value of this storage, combined with the appraised value of the 61.21 acres of additional property, is approximately equal to the anticipated cost to restore the dam. It should be emphasized that Cobb County, by restoration rather than breaching of the dam, would also be able to avoid substantial additional costs related to possible flooding in the Barrett Parkway area.

It should be noted that applications for funding for the proposed work have been submitted to both the federal and state Emergency Management Agencies (FEMA and GEMA). While GEMA has responded favorably, the request is still being considered by FEMA. This facility, however, is of such importance to flood mitigation in Cobb County that, even if the anticipated grant funds are not made available, it is considered essential that Cobb County acquire and repair this dam. Federal and state grant funding amounts will be used to offset Water System costs if available.

IMPACT STATEMENT

Once Cobb County assumes ownership of Laura Lake Dam, the Water System will be responsible for repairing and maintaining it. The total repair cost is anticipated to be approximately \$4,000,000. If both GEMA and FEMA provide grant funds, the Water System’s portion of the repair costs would be approximately \$600,000. Funding for the entire repair cost is available in the Water System’s CIP budget. After grant funding is determined and bids for the repair are received, funding for the construction contract will be requested. Any future consideration to use the vacant land as a passive park will take into account associated costs to the Cobb PARKS Department.

FUNDING

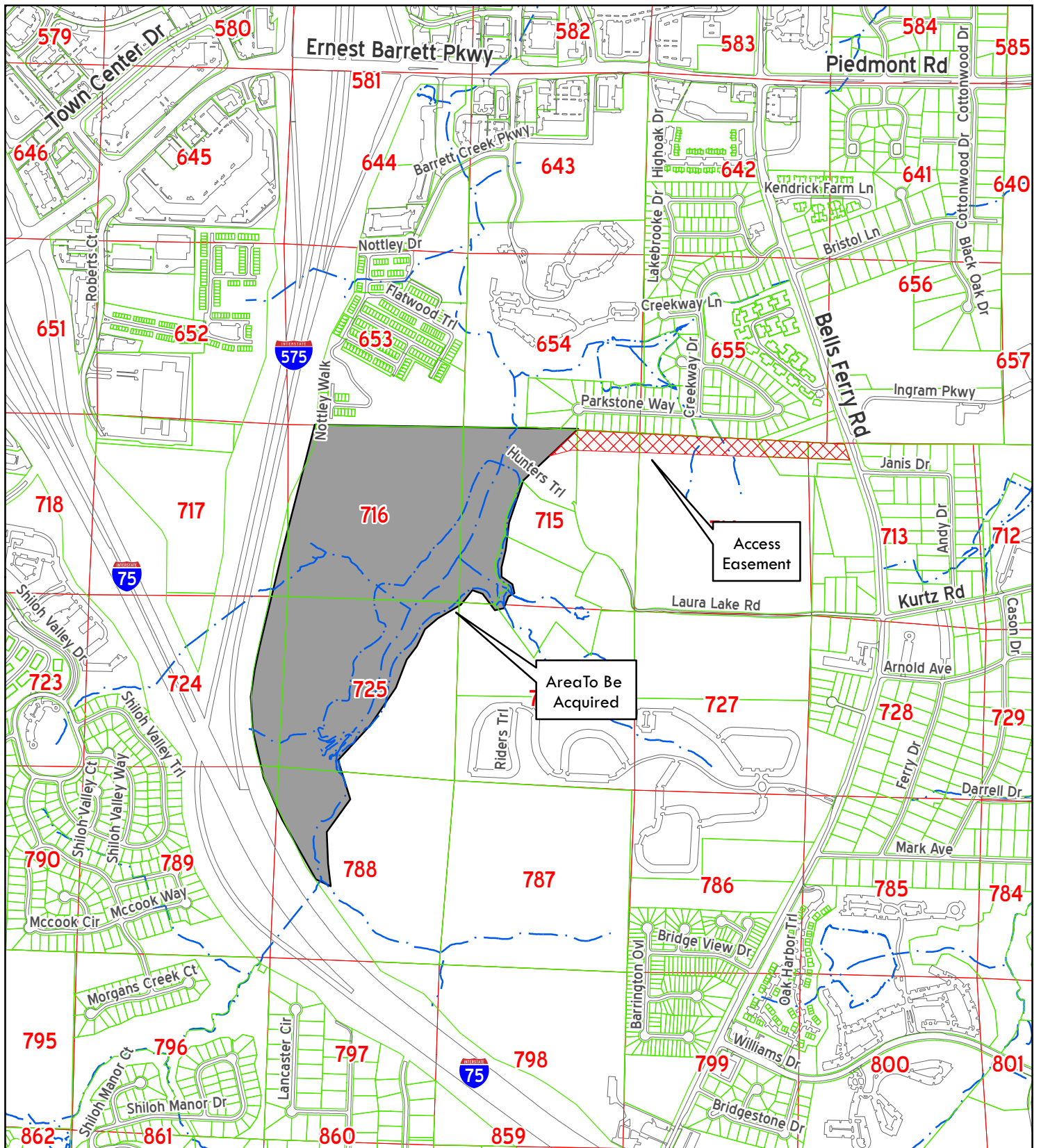
N/A

RECOMMENDATION

To approve an agreement with the trustees of the George A Montgomery Trust to convey to Cobb County certain real property including Laura Lake, Laura Lake Dam, and an adjoining tract comprising a total of 87.55 acres in consideration for the County assuming responsibility to repair Laura Lake Dam, Program No. SW1942; and authorize the Chairman to execute the necessary documents.

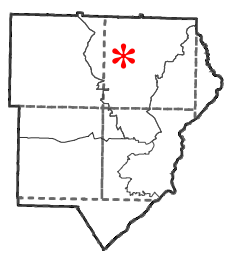
ATTACHMENTS

1. Map - 121520 Laura Lake SW1942
2. Agreement-121520 Laura Lake Agreement



Project: Laura Lake Dam
 Program Number: SW1942
 Land Lot(s): 715, 716, 725, 726, 788
 District(s): 16
 Commission District(s): 3

1:1,200



STATE OF GEORGIA

COUNTY OF COBB

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2020 (“Effective Date”), by and between **COBB COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "**COUNTY**") and the **DIVERSIFIED TRUST COMPANY, SUCCESSOR TRUSTEE OF THE GEORGE A. MONTGOMERY GRANTOR TRUST T-38** (hereinafter referred to as "**OWNER**"). **COUNTY** and **OWNER** are sometimes collectively referred to as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, OWNER owns certain real property located west of Bells Ferry Road in Land Lots 715, 716, 725, 726, 786, 787 & 788 of the 16th District of Cobb County, Georgia (collectively, the **Diversified Trust Property**"), which Diversified Trust Property is generally identified and described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the foregoing property includes a body of water comprising approximately 26.34 acres located in Cobb County, Georgia that is generally known and referred to as Laura Lake (the **Laura Lake Property**) which is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the Laura Lake Property includes an aging dam (the "**Laura Lake Dam**") that extends approximately 240 feet in length, and 30 feet in height, with a footprint extending approximately 200 feet at its maximum width; and

WHEREAS, OWNER has the authority to enter into this Agreement and to convey title and/or easement rights over and/or to certain portions of the Diversified Trust Property as hereinafter provided, including (without limitation) the Laura Lake Property and the Laura Lake Dam; and

WHEREAS, Laura Lake Dam is classified as a Category 1 Dam, subject to regulation by the State of Georgia; and

WHEREAS, rain events have, on occasion and specifically in September of 2009, caused storm water to overtop Laura Lake Dam; and

WHEREAS, there is a substantial possibility of future incidents of overtopping the Laura Lake Dam and public roads in and around Laura Lake Dam, including Earnest Barrett Parkway, Barrett Creek Parkway and Laura Lake Road; and

WHEREAS, as a result of the foregoing, the State of Georgia Environmental Protection Division (the ‘EPD’) and, specifically the Georgia Safe Dams Program (“GSDP”) have developed an emergency action plan (hereinafter referred to as the “EAP”) for Laura Lake Dam; and

WHEREAS, the EPD and the GSDP determined that Laura Lake Dam is out of compliance with the applicable requirements, and have directed **OWNER** to perform certain improvements to Laura Lake Dam to bring the structure into compliance with applicable State standards and requirements; and

WHEREAS, **OWNER** hired Walden, Ashworth & Associates, Inc. to propose certain remedial actions that could be made to the dam, and said proposed initial design has been approved by the Georgia Safe Dams Program (GSDP), subject to certain changes that may be made by Owner and County to that design which will require GSDP approval; and

WHEREAS, **OWNER** hired Willow Construction to install two siphons and to maintain the lake level in a drawn down condition; and

WHEREAS, the projected cost to construct the proposed dam renovations as designed by Walden, Ashworth Associates Inc, and subsequently approved by the GSDP, is approximately \$4 million dollars; and

WHEREAS, in order to make the foregoing improvements to the Laura Lake Dam, **OWNER** would be required to sell some of the Diversified Trust Property to raise the necessary funds; and

WHEREAS, **OWNER** is currently contemplating whether to make the foregoing improvements or to remove the dam and Laura Lake in order to remedy the allegedly unsafe condition of Laura Lake Dam; and

WHEREAS, **COUNTY** has determined that preservation and improvement of Laura Lake Dam and Laura Lake provide a number of public benefits, including the impoundment of storm water; and

WHEREAS, the removal of Laura Lake Dam by **OWNER** could increase the likelihood of and exacerbate the results of downstream flooding and could heighten the frequency and number of events of overtopping of public roads; and

WHEREAS, **OWNER** and **COUNTY** have engaged in a series of discussions about how best to serve their mutual interests; and

WHEREAS, as a primary part of said discussions, the **COUNTY** has expressed a desire to preserve the beneficial impoundment capacity of Laura Lake; and

WHEREAS, the **COUNTY** has further expressed a desire to provide additional public benefits by modifying the dam and existing principal and emergency spillways to lower the normal pool level of Laura Lake up to 14.6 vertical feet to establish added flood storage volume to the Laura Lake; and

WHEREAS, the **COUNTY** has also expressed its desire to have access to additional storage volume below the proposed normal pool level to a depth of up to 14.6 vertical feet, by providing a mechanism that will allow **COUNTY** to drop the normal pool level from Elevation 970.6 to Elevation 956, at will, in advance of an approaching storm, and/or during the winter months, or to facilitate maintenance of the dam when needed; and

WHEREAS, among other things, those discussions have resulted in an agreement by **OWNER** to convey Laura Lake and the Laura Lake Dam to **COUNTY** so that the **COUNTY** can assume responsibility for the maintenance of said property, including (but not limited to) making certain improvements thereto to create additional freeboard and flood storage volume, after which time **COUNTY** shall be responsible for maintaining Laura Lake and the Laura Lake Dam in perpetuity thereafter for the purpose of impounding storm water for the betterment of Cobb County; and

WHEREAS, as a further result of those discussions, **OWNER** has agreed to convey title by Trustee's Deed to **COUNTY** a portion of the Diversified Trust Property comprising approximately 61.21 acres which is more particularly described on Exhibit "C" attached hereto and incorporated herewith (hereinafter referred to as the "61 Acre Tract"); and

WHEREAS, as a condition to receipt of the 61 Acre Tract, the **COUNTY** has agreed that said 61 Acre Tract will be subject to a restriction which will require that same be maintained largely in its natural setting or as a passive park as hereinafter set out; and

WHEREAS, in conjunction with the foregoing transfers, **OWNER** has further agreed to grant to **COUNTY** a perpetual non-exclusive easement comprising 4.87 acres for the purpose of securing vehicular and pedestrian ingress, egress and access to and from Bells Ferry Road to the 61 acre Tract, the Laura Lake Property and the Laura Lake dam (the “Easement”), as more particularly shown and depicted on Exhibit “C” attached hereto and incorporated herein by this reference; and

WHEREAS, the creation of the storage volume contemplated by this Agreement on the Laura Lake Property and **COUNTY**’s ownership and preservation of the 61 Acre Tract will provide and enhance flood mitigation benefits to Cobb County, including protection of downstream public rights of way from overtopping, and will enhance the health, safety and welfare of the citizens of the County.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the premises, and the obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

A. RESPONSIBILITIES OF OWNER.

1. At the closing of this Agreement, **OWNER** agrees to convey title and deed the 61 Acre Tract and the Laura Lake Property, including Laura Lake Dam (“collectively the “Properties”) to **COUNTY**. Said Properties shall be conveyed using deeds substantially in the forms which are attached hereto as Exhibits “D” and “E,” respectively, which exhibits are incorporated herein by this reference.
2. Contemporaneously with its conveyance of the foregoing Properties, **OWNER** further agrees to grant the Easement to **COUNTY**. Said Easement shall be granted using a written easement agreement substantially in the form which is attached hereto as Exhibit “F,” which exhibit is incorporated herein by this reference.

B. RESPONSIBILITIES OF COUNTY

As part of the consideration for the foregoing conveyances, the **COUNTY** agrees to take full responsibility for the Laura Lake Dam effective immediately upon the consummation of this Agreement, including timely making such renovations and/or repairs (“Repairs”) to the Laura Lake Dam as are required to bring said dam into compliance with all applicable laws, including (without limitation) the Safe Dams Act, and the maintenance provisions of any FEMA/GEMA grants, if any, obtained by the

County. Without limiting the foregoing, effective upon Closing and delivery of the foregoing deeds and easements, it shall be **COUNTY**'s sole responsibility to take such actions regarding the Repairs and the Laura Lake Dam as will fully resolve any enforcement action that may be commenced or prosecuted by any governmental entity, state or federal, against Owner regarding the condition of the Laura Lake Dam.

C. **CONDITIONS TO COUNTY'S OBLIGATIONS.** **COUNTY**'s obligations under this Agreement are expressly subject to the approval of this Agreement by the Cobb County Board of Commissioners. Execution and delivery of this Agreement to Cobb County shall constitute an offer by **OWNER** to consummate the terms of this Agreement accordance to its terms, which offer shall remain open for acceptance by **County** for a period of sixty (60) days thereafter. County acceptance of this offer shall be evidenced by approval of same by the Cobb County Board of Commissioners at a public meeting, followed by execution and delivery of same by the **COUNTY** Chairman. If **COUNTY** has not accepted this Agreement within sixty (60) days after delivery of the executed Agreement to **COUNTY**, then **OWNER** may withdraw its offer at any time thereafter.

D. **CONSIDERATION AND METHOD OF PAYMENT/DILIGENCE/CLOSING.**

1. **OWNER** hereby agrees to forego and waive the payment of any monetary consideration for the conveyance of the Properties and grant of the Easement to **COUNTY** contemplated by this Agreement. In lieu of a cash payment, **OWNER AND COUNTY** hereby acknowledge and agree that the foregoing conveyances are to be made in consideration of **COUNTY**'s acceptance of the obligation to repair and maintain the dam to restore it to a safe condition. As it relates to the foregoing, **OWNER** acknowledges and agrees that the cost to restore Laura Lake Dam to bring it into compliance with applicable legal requirements will be substantial, with the cost of same and the benefits to public health, safety and welfare derived from the Repairs being roughly equivalent to the value of the Properties and property rights being conveyed to **COUNTY**, and that the restoration of the Laura Lake Dam and Laura Lake which is contemplated by this Agreement is mutually beneficial to **OWNER** and **COUNTY**, and serves as valuable, good and adequate consideration for the Properties and property rights which are to be conveyed pursuant to this Agreement.

The parties acknowledge that **COUNTY** has applied for a FEMA/GEMA grant for assistance regarding the cost of repairing and restoring Laura Lake Dam in compliance with applicable legal requirements. County's obligation to restore the

dam under this Agreement is not contingent upon the receipt of funding from such grant.

2. **COUNTY** acknowledges that the amount of the additional Storage Consideration afforded by the **COUNTY**'s ability to lower the pool level will, in addition to the value of the Properties and benefits derived from the Repairs to the dam be equivalent to or exceed the costs to be incurred by **COUNTY** for the Repairs to Laura Lake Dam and any related modifications to Laura Lake, and **OWNER** will not bear any of the costs to repair and renovate Laura Lake Dam.
3. **COUNTY**, its agents or representatives, shall have the right after the effective date of this Agreement, to examine the title to the Properties and to enter upon the Properties for the purposes of conducting tests, inspections, or examinations that it desires in regard to the Properties ("Inspections"). **COUNTY** shall be responsible for the payment of any fees or costs incurred in performing such Inspections of the Properties. If, after such Inspections, **COUNTY** finds, in its reasonable discretion, that the title or the Properties are unacceptable, **COUNTY** may notify **OWNER** in writing that it has elected to terminate this Agreement. Upon the termination of this Agreement, the parties shall have no further obligations, rights, or duties hereunder, except those terms that expressly survive the termination hereof.
4. Closing on this Agreement shall take place at the offices of Gregory Doyle Calhoun & Rogers ("Closing Attorney") not later than sixty (60) business days after the date on which this Agreement is approved by the Cobb County Board of Commissioners and executed by the Chairman of the board, or such other date as the parties may agree to in writing ("Closing Date"). At the Closing, **OWNER** shall convey good and marketable fee simple title to, and deliver possession of, the Properties to **COUNTY**, without exception other than the permitted easements and restrictions of record set forth in this Agreement, and **OWNER** shall grant and deliver the Easement to County. Without limiting the foregoing, **COUNTY** agrees to take title to the Properties, subject to any and all conservation use agreements between **OWNER** and the Cobb County Tax Assessor and it shall be the County's sole responsibility to pay any penalties due Cobb County on account of breach of same. The Closing Attorney will represent **COUNTY** at the Closing.
5. At the Closing, **OWNER** shall execute and deliver to the Closing Attorney the following documents:

- a. Trustee deeds, dated as of the Closing Date, conveying title to each of the respective Properties to **COUNTY**;
 - b. the Easement, substantially in the form as attached hereto as Exhibit "F";
 - c. an executed Closing Statement;
 - d. an affidavit of title and such other documents as may be reasonably required for the title insurance company to issue title insurance to **COUNTY** for the Properties and Easement;
 - e. an executed certificate with respect to **OWNERS** non-foreign status sufficient to comply with the requirements of Section 1445 of the Internal Revenue Code;
 - f. affidavits or other documents certifying the authority of the trustee of **OWNER** to convey the Properties and Easement to **COUNTY**;
 - g. such other instruments and documents as may be reasonably required by and acceptable to the Closing Attorney to consummate the transactions contemplated by this Agreement.
6. General real estate taxes and assessments relating to the Properties for the year in which the Closing occurs shall be prorated as of the Closing Date based upon the current year tax assessment. Similarly, if on the Closing Date the Properties, or any part thereof, will be or will have been the subject of an assessment or assessments which are or may become payable in installments (other than payments due on account of conservation easements applicable to the property), of which the first installment is then a charge or lien, or has been paid, then for purposes of this Agreement all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of **OWNER's** Trustee's deeds to **COUNTY**, will be deemed to be due and payable and to be liens on the Properties affected thereby and will be prorated. If Closing shall occur before the tax rate is fixed for the year in which the Closing is held, the apportionment of taxes shall be based upon the tax rate for the immediately preceding year applied to the latest assessed valuation for the Properties. The parties agree to adjust the proration of taxes within 30 days after the actual taxes for the year in which closing occurs are determined and pay or refund to the other party any amount required as a result

of such adjustment. The proration provisions of this Section shall survive the Closing.

7. **OWNER** represents and covenants to Buyer that there are no actions, suits or proceedings pending or threatened against, by or affecting **OWNER** or the Properties, other than the actions of the EPD and the GSDP regarding Laura Lake Dam set forth in this Agreement; **OWNER** has the authority to convey the Properties to **COUNTY** without the joinder of any other person or entity; on the Closing Date, **OWNER** will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Properties for which any person could claim a lien against the Properties; and the Properties will be delivered to **COUNTY** at Closing free and clear from any indebtedness, leases, contracts and tenants in possession. Each representation and warranty of **OWNER** contained in this Agreement shall be true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall be then true and accurate in all material respects.

8. **COUNTY** represents and warrants to **OWNER** as follows: **COUNTY** is duly organized and legally existing under the laws of the State of Georgia. The execution and delivery of, and **COUNTY'S** performance under, this Agreement are within **COUNTY's** powers and have been duly authorized by all requisite corporate action; the person executing this Agreement on behalf of **COUNTY** has the authority to do so; this Agreement constitutes the legal, valid and binding obligation of **COUNTY** enforceable in accordance with its terms; performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under, any agreement or other instrument to which **COUNTY** is a party or by which **COUNTY** might be bound. Each representation and warranty of **COUNTY** contained in this Agreement shall be true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall be then true and accurate in all material respects.

E. **SUCCESSORS IN TITLE** The parties agree that that the Properties and property rights which are to be conveyed pursuant to this Agreement shall be owned, held, transferred, sold, conveyed, mortgaged, hypothecated, encumbered, leased, subleased,

rented, used, occupied, developed, improved and maintained subject to the conditions, requirements and easements set forth in this Agreement. Upon execution, this Agreement shall be recorded in the land records of Cobb County, Georgia. All deeds conveying title to any tract of **OWNER'S** property that is subject to easement rights herein afforded to the **COUNTY** shall specifically reference this Agreement and clearly identify the rights being given to the **COUNTY** and the responsibilities of **OWNER'S** successors in title.

F. **TERM.** Absent a contrary written agreement between the parties, the easement and other rights provided for in this Agreement shall remain in effect in perpetuity hereafter provided.

G. **GENERAL TERMS AND CONDITIONS.**

1. Unless otherwise expressly provided to the contrary herein, this Agreement shall not be construed, nor is it intended, as a dedication to the general public of any property described herein or any portion thereof, or to create any rights or easements in or to the general public.
2. This Agreement is to be governed, construed and enforced in accordance with the laws of the State of Georgia. Any conflicts or issues regarding the provision and enforcement of this Agreement shall be amicably resolved between the parties if at all possible. Otherwise, the parties agree any disputes or issues shall be resolved through a court of law, using any Alternative Dispute Resolution mechanisms agreed upon or required by law. The parties agree exclusive venue shall lie in Cobb County, Georgia.
3. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition, or covenant specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with such term, condition or covenant under this Agreement.
4. The duties, obligations and benefits from and to each party to this Agreement are not assignable.
5. This Agreement constitutes the sole and entire agreement of the **COUNTY** and **OWNER** with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written between the **COUNTY** and **OWNER** and not incorporated herein shall be of any force and

effect. Notwithstanding the above, County codes, ordinances and Development Standards remain binding against the **OWNER** as to any real property and improvements which are not conveyed to the **COUNTY** pursuant to this Agreement. Any amendment to the Agreement shall be in writing and executed by the **COUNTY** and **OWNER**.

6. Time is of the essence in this Agreement.
7. If any term, covenant or condition of this Agreement, or any application thereof to any person or circumstance, shall to any extent be held to be invalid or unenforceable, such provision, or the application of such term, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable shall be deemed several, and the remainder thereof shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid, and may be enforced to the fullest extent permitted by law.
8. This Agreement shall, to the extent allowed by law, be binding on both parties and their successors, heirs, and assigns in interest.
9. The parties agree that the terms of this Agreement that should logically and naturally survive the termination of this Agreement shall so survive.

Signatures on following page.

IN WITNESS WHEREOF, this instrument is executed individually or by the duly authorized representatives of the parties in four (4) counterparts, each one of which shall be deemed an original.

Date of BOC approval: _____

COUNTY: COBB COUNTY

Witness

Michael H. Boyce, Chairman
Board of Commissioners

Notary Public

Attest: _____
County Clerk

Approved as to Form:

County Attorney

OWNER:

DIVERSIFIED TRUST COMPANY, as Successor
Trustee of the George Montgomery Grantor
Trust T-38

Witness

By: _____
Name:
Title:

Notary Public

Exhibit "A"
Description of Diversified Trust Property

Parcel 16065500040	0.70 acres	Bells Ferry Road
Parcel 16065500050	1.0 acres	Bells Ferry Road
Parcel 16071300360	0.80 acres	2247 Bells Ferry Road
Parcel 16071400010	1.2 acres	Bells Ferry Road
Parcel 16071400030	36 acres	150 Laura Lake Road
Parcel 16071500010	16.2 acres	Laura Lake Road
Parcel 16071500050	2.8 acres	154 Laura Lake Road
Parcel 16071600010	37.9 acres	Hunters Trail
Parcel 16071700010	11.1 acres	Roberts Court
Parcel 16071700020	1.9 acres	Roberts Court
Parcel 16072400010	5 acres	575/Laura Lake
Parcel 16072500010	40 acres	150 Laura Lake Road
Parcel 16072600010	18.8 acres	Laura Lake Road
Parcel 16072700010	20 acres	150 Laura Lake Road
Parcel 16078700010	40 acres	Bells Ferry Road
Parcel 16078800010	27.8 acres	I-75/Laurel Lake Road
Parcel 16078900010	0.40	I-75/Laurel Lake Road

EXHIBIT "B"
Legal Description of 26.34 Acre Laura Lake Property

All that tract or parcel of land comprising approximately 26.34 acres lying and being in Land Lots 715, 716, 725, 726 and 788 in the 16th District, 2nd Section, Cobb County, Georgia, said property being more particularly shown described as follows:

Beginning at a concrete monument found on the point common to Land Lots 653, 654, 715 and 716 of the 16th District, 2nd Section, Cobb County, Georgia; thence proceeding South 86 Degrees, 19 Minutes, 50 Seconds East 941.53 feet to a point;

Thence proceeding South 44 Degrees, 37 Minutes, 15 seconds West 430.20 feet to a point, said point being the POINT OF BEGINNING;

Thence South 44 degrees 37 minutes 15 seconds West 202.24 feet to a point;
Thence South 16 degrees 05 minutes 02 seconds West 60.38 feet to a point;
Thence South 23 degrees 45 minutes 11 seconds West 89.70 feet to a point;
Thence South 19 degrees 35 minutes 34 seconds West 57.44 feet to a point;
Thence South 11 degrees 14 minutes 30 seconds West 74.12 feet to a point;
Thence South 00 degrees 16 minutes 32 seconds West 62.35 feet to a point;
Thence South 23 degrees 01 minutes 23 seconds West 44.16 feet to a point;
Thence South 20 degrees 16 minutes 32 seconds West 23.43 feet to a point;
Thence South 09 degrees 06 minutes 45 seconds West 47.67 feet to a point;
Thence South 23 degrees 29 minutes 49 seconds West 92.82 feet to a point;
Thence South 02 degrees 42 minutes 16 seconds West 46.22 feet to a point;
Thence South 02 degrees 35 minutes 03 seconds East 39.48 feet to a point;
Thence South 15 degrees 59 minutes 06 seconds East 25.82 feet to a point;
Thence South 27 degrees 01 minutes 52 seconds East 42.88 feet to a point;
Thence South 45 degrees 49 minutes 49 seconds East 28.30 feet to a point;
Thence South 64 degrees 52 minutes 29 seconds East 37.73 feet to a point;
Thence South 45 degrees 49 minutes 49 seconds East 22.45 feet to a point;
Thence South 25 degrees 40 minutes 20 seconds West 21.24 feet to a point;
Thence South 50 degrees 42 minutes 27 seconds West 40.60 feet to a point;
Thence South 09 degrees 39 minutes 13 seconds East 97.60 feet to a point;
Thence South 25 degrees 24 minutes 31 seconds East 45.99 feet to a point;
Thence South 39 degrees 38 minutes 27 seconds East 32.85 feet to a point;
Thence South 48 degrees 38 minutes 42 seconds East 26.07 feet to a point;
Thence South 11 degrees 28 minutes 41 seconds East 12.50 feet to a point;
Thence South 13 degrees 04 minutes 46 seconds West 14.86 feet to a point;
Thence South 31 degrees 49 minutes 07 seconds West 15.92 feet to a point;
Thence South 15 degrees 49 minutes 58 seconds East 19.30 feet to a point;
Thence South 00 degrees 24 minutes 19 seconds East 11.14 feet to a point;
Thence North 60 degrees 38 minutes 15 seconds West 13.88 feet to a point;
Thence North 10 degrees 39 minutes 21 seconds West 22.47 feet to a point;

Thence North 21 degrees 15 minutes 34 seconds East 8.68 feet to a point;
Thence North 11 degrees 44 minutes 34 seconds East 20.58 feet to a point;
Thence North 18 degrees 33 minutes 03 seconds West 14.52 feet to a point;
Thence North 70 degrees 31 minutes 56 seconds West 16.91 feet to a point;
Thence North 76 degrees 47 minutes 38 seconds West 21.56 feet to a point;
Thence North 68 degrees 54 minutes 29 seconds West 17.03 feet to a point;
Thence South 41 degrees 10 minutes 50 seconds West 32.95 feet to a point;
Thence North 50 degrees 13 minutes 55 seconds West 34.66 feet to a point;
Thence North 17 degrees 22 minutes 14 seconds West 31.10 feet to a point;
Thence North 45 degrees 29 minutes 48 seconds West 74.06 feet to a point;
Thence North 20 degrees 36 minutes 11 seconds West 17.97 feet to a point;
Thence North 16 degrees 54 minutes 24 seconds West 31.55 feet to a point;
Thence North 31 degrees 51 minutes 28 seconds West 48.02 feet to a point;
Thence North 66 degrees 07 minutes 51 seconds West 52.49 feet to a point;
Thence South 78 degrees 48 minutes 00 seconds West 46.07 feet to a point;
Thence North 86 degrees 10 minutes 20 seconds West 36.43 feet to a point;
Thence South 49 degrees 55 minutes 29 seconds West 38.07 feet to a point;
Thence South 35 degrees 44 minutes 22 seconds West 81.04 feet to a point;
Thence South 54 degrees 53 minutes 45 seconds West 44.84 feet to a point;
Thence South 53 degrees 14 minutes 02 seconds West 23.27 feet to a point;
Thence South 58 degrees 46 minutes 35 seconds West 68.59 feet to a point;
Thence South 66 degrees 50 minutes 03 seconds West 45.81 feet to a point;
Thence South 55 degrees 48 minutes 12 seconds West 101.02 feet to a point;
Thence South 46 degrees 41 minutes 37 seconds West 45.52 feet to a point;
Thence South 22 degrees 50 minutes 35 seconds West 75.53 feet to a point;
Thence South 43 degrees 06 minutes 52 seconds West 31.80 feet to a point;
Thence South 33 degrees 30 minutes 19 seconds West 31.30 feet to a point;
Thence South 43 degrees 06 minutes 22 seconds West 43.97 feet to a point;
Thence South 51 degrees 25 minutes 44 seconds West 32.57 feet to a point;
Thence South 29 degrees 57 minutes 24 seconds West 41.26 feet to a point;
Thence South 40 degrees 27 minutes 03 seconds West 29.03 feet to a point;
Thence South 27 degrees 12 minutes 29 seconds West 97.30 feet to a point;
Thence South 17 degrees 32 minutes 02 seconds West 48.09 feet to a point;
Thence South 13 degrees 00 minutes 00 seconds West 50.02 feet to a point;
Thence South 07 degrees 57 minutes 05 seconds West 48.84 feet to a point;
Thence South 01 degrees 13 minutes 49 seconds West 48.57 feet to a point;
Thence South 10 degrees 22 minutes 45 seconds West 34.44 feet to a point;
Thence South 08 degrees 26 minutes 27 seconds West 58.29 feet to a point;
Thence South 28 degrees 51 minutes 02 seconds West 54.73 feet to a point;
Thence South 18 degrees 27 minutes 44 seconds West 45.20 feet to a point;
Thence South 25 degrees 06 minutes 48 seconds West 47.16 feet to a point;
Thence South 56 degrees 05 minutes 16 seconds West 39.48 feet to a point;
Thence South 45 degrees 36 minutes 04 seconds West 31.35 feet to a point;
Thence South 55 degrees 56 minutes 45 seconds West 154.67 feet to a point;

Thence South 71 degrees 49 minutes 37 seconds West 36.91 feet to a point;
Thence South 26 degrees 13 minutes 29 seconds West 66.19 feet to a point;
Thence South 29 degrees 02 minutes 17 seconds West 25.81 feet to a point;
Thence South 32 degrees 15 minutes 09 seconds West 24.54 feet to a point;
Thence South 16 degrees 19 minutes 33 seconds West 30.96 feet to a point;
Thence South 02 degrees 50 minutes 38 seconds West 35.90 feet to a point;
Thence South 19 degrees 42 minutes 19 seconds East 36.73 feet to a point;
Thence South 37 degrees 46 minutes 32 seconds East 41.53 feet to a point;
Thence South 28 degrees 36 minutes 40 seconds East 40.10 feet to a point;
Thence South 12 degrees 43 minutes 40 seconds East 47.80 feet to a point;
Thence South 11 degrees 53 minutes 54 seconds West 50.33 feet to a point;
Thence South 06 degrees 45 minutes 59 seconds West 43.72 feet to a point;
Thence South 16 degrees 21 minutes 47 seconds West 37.97 feet to a point;
Thence South 52 degrees 24 minutes 54 seconds West 61.17 feet to a point;
Thence South 28 degrees 01 minutes 18 seconds West 31.76 feet to a point;
Thence South 30 degrees 10 minutes 25 seconds West 54.45 feet to a point;
Thence South 58 degrees 24 minutes 36 seconds West 38.66 feet to a point;
Thence South 82 degrees 02 minutes 53 seconds West 57.57 feet to a point;
Thence South 50 degrees 42 minutes 16 seconds West 8.36 feet to a point;
Thence South 23 degrees 09 minutes 25 seconds West 27.44 feet to a point;
Thence South 18 degrees 10 minutes 57 seconds West 32.46 feet to a point;
Thence South 21 degrees 28 minutes 12 seconds West 49.27 feet to a point;
Thence South 04 degrees 23 minutes 56 seconds West 54.10 feet to a point;
Thence South 11 degrees 03 minutes 59 seconds East 33.13 feet to a point;
Thence South 20 degrees 46 minutes 54 seconds East 18.06 feet to a point;
Thence South 02 degrees 55 minutes 26 seconds East 37.68 feet to a point;
Thence South 18 degrees 39 minutes 54 seconds East 32.05 feet to a point;
Thence South 56 degrees 31 minutes 32 seconds East 34.34 feet to a point;
Thence South 28 degrees 08 minutes 15 seconds East 21.57 feet to a point;
Thence South 16 degrees 11 minutes 21 seconds East 8.07 feet to a point;
Thence South 07 degrees 17 minutes 39 seconds West 15.75 feet to a point;
Thence South 34 degrees 41 minutes 49 seconds West 18.31 feet to a point;
Thence South 74 degrees 58 minutes 03 seconds West 14.99 feet to a point;
Thence South 14 degrees 32 minutes 14 seconds West 13.36 feet to a point;
Thence South 07 degrees 56 minutes 36 seconds East 10.85 feet to a point;
Thence South 22 degrees 46 minutes 13 seconds East 10.98 feet to a point;
Thence South 36 degrees 52 minutes 12 seconds East 10.00 feet to a point;
Thence South 04 degrees 06 minutes 47 seconds East 22.09 feet to a point;
Thence South 40 degrees 08 minutes 39 seconds West 15.65 feet to a point;
Thence North 32 degrees 06 minutes 29 seconds West 184.65 feet to a point;
Thence North 07 degrees 25 minutes 46 seconds East 297.17 feet to a point;
Thence North 58 degrees 15 minutes 03 seconds East 112.83 feet to a point;
Thence North 12 degrees 17 minutes 43 seconds West 520.50 feet to a point;
Thence North 20 degrees 35 minutes 59 seconds East 345.43 feet to a point;

Thence North 56 degrees 55 minutes 22 seconds East 174.41 feet to a point;
Thence North 12 degrees 12 minutes 24 seconds East 263.34 feet to a point;
Thence North 47 degrees 59 minutes 40 seconds East 236.90 feet to a point;
Thence North 09 degrees 21 minutes 39 seconds West 281.33 feet to a point;
Thence North 16 degrees 10 minutes 53 seconds East 121.27 feet to a point;
Thence North 83 degrees 10 minutes 37 seconds East 247.28 feet to a point;
Thence North 35 degrees 57 minutes 52 seconds East 533.05 feet to a point;
Thence North 29 degrees 08 minutes 22 seconds East 349.14 feet to a point;
Thence North 37 degrees 27 minutes 22 seconds East 257.90 feet to a point;
Thence South 63 degrees 53 minutes 49 seconds East 354.87 feet to a point,
said point being the POINT OF BEGINNING;

Said tract or parcel contains 26.34 Acres (1,147,256 Square Feet) and is more particularly shown as Tract 2 on that certain Boundary Survey dated December 10, 2018 for Cobb County by Jason A. Hopkins (Georgia Registered Land Surveyor No. 3215).

EXHIBIT "C"
Legal Description of 61.21 Acre Property

All that tract or parcel of land comprising approximately 61.21 acres lying and being in Land Lots 715, 716, 724, 725, 788 and 789 in the 16th District, 2nd Section, Cobb County, Georgia, said property being more particularly described as follows:

Beginning at a concrete monument found on the point common to Land Lots 653, 654, 715 and 716 of the 16th District, 2nd Section, Cobb County, Georgia, said point being the POINT OF BEGINNING;

Thence South 86 degrees 18 minutes 50 seconds East 841.53 feet to a point;
Thence South 44 degrees 37 minutes 15 seconds West 430.20 feet to a point;
Thence North 63 degrees 53 minutes 49 seconds West 354.87 feet to a point;
Thence South 37 degrees 27 minutes 22 seconds West 257.90 feet to a point;
Thence South 29 degrees 08 minutes 22 seconds West 349.14 feet to a point;
Thence South 35 degrees 57 minutes 52 seconds West 533.05 feet to a point;
Thence South 83 degrees 10 minutes 37 seconds West 247.28 feet to a point;
Thence South 16 degrees 10 minutes 53 seconds West 121.27 feet to a point;
Thence South 09 degrees 21 minutes 39 seconds East 281.33 feet to a point;
Thence South 47 degrees 59 minutes 40 seconds West 236.90 feet to a point;
Thence South 12 degrees 12 minutes 24 seconds West 263.34 feet to a point;
Thence South 56 degrees 55 minutes 22 seconds West 174.41 feet to a point;
Thence South 20 degrees 35 minutes 59 seconds West 345.43 feet to a point;
Thence South 12 degrees 17 minutes 43 seconds East 520.50 feet to a point;
Thence South 58 degrees 15 minutes 03 seconds West 112.83 feet to a point;
Thence South 07 degrees 25 minutes 46 seconds West 297.17 feet to a point;
Thence South 32 degrees 06 minutes 29 seconds East 184.65 feet to a point;
Thence South 40 degrees 08 minutes 39 seconds West 20.78 feet to a point;
Thence South 34 degrees 06 minutes 39 seconds West 27.59 feet to a point;
Thence North 37 degrees 44 minutes 01 seconds West 49.84 feet to a point;
Thence North 28 degrees 56 minutes 20 seconds West 187.39 feet to a point;
Thence North 28 degrees 34 minutes 48 seconds West 323.01 feet to a point;
Thence along a curve to the right an arc length of 1103.99 feet, said curve having a radius of 2151.73 feet, and being subtended by a chord of 1091.92 feet, at North 10 degrees 19 minutes 54 seconds West to a point;
Thence North 13 degrees 57 minutes 42 seconds East 301.15 feet to a point;
Thence North 09 degrees 51 minutes 16 seconds East 578.98 feet to a point;
Thence North 12 degrees 41 minutes 02 seconds East 499.73 feet to a point;
Thence North 26 degrees 29 minutes 14 seconds East 411.89 feet to a point;
Thence North 02 degrees 59 minutes 01 seconds East 171.87 feet to a point;
Thence North 89 degrees 31 minutes 36 seconds East 1105.63 feet to a point, said point being the POINT OF BEGINNING;

Said tract or parcel contains 61.21 Acres (2,666,308 Square Feet) and is more particularly shown as Tract 1 on that certain Boundary Survey dated December 10, 2018 for Cobb County by Jason A. Hopkins (Georgia Registered Land Surveyor No. 3215).

EXHIBIT "D"
Proposed Deed of Conveyance for Laura Lake Property

Return to:

Cobb County Attorney's Office
100 Cherokee Street, Suite 350
Marietta, GA 30090
Attn: Patrick Riley

STATE OF GEORGIA

COUNTY OF COBB

TRUSTEE'S D E E D

THIS INDENTURE, made the _____ day of _____, in the year Two Thousand Nineteen, between **DIVERSIFIED TRUST COMPANY, AS SUCCESSOR TRUSTEE OF THE GEORGE A. MONTGOMERY GRANTOR TRUST T-38**, as party or parties of the first part (hereinafter collectively called "Grantor"), and **COBB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, as party or parties of the second part (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

ALL THAT TRACT OR PARCEL OF LAND which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

THE AFORESAID PROPERTY is conveyed subject to permitted exceptions which are set out on Exhibit "B", attached hereto and incorporated herein by this reference.

THE PROPERTY IS FURTHER CONVEYED subject to an easement in favor of Grantor, as the owner of the real estate that is identified on Exhibit "C" attached hereto and incorporated herein by this reference, that said property remain in its natural undeveloped habitant, and that the same not be subject to subdivision or development; provided, however, nothing contained herein is intended to nor shall it prevent Grantee from rebuilding and repairing the dam and related improvements which impound Laura Lake and regulate the flow of stormwater and other water in and out thereof, nor prohibit the use of said property for

passive park purposes.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever claiming by, through or under Grantor.

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

Signed, sealed and delivered in
In the presence of:

DIVERSIFIED TRUST COMPANY, as
Successor Trustee of The George A.
Montgomery Grantor Trust T-38

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

My Commission expires:

[Company Seal]

[Notarial Seal]

Exhibit "A"
Legal Description of 26.34 Acre Laura Lake Property

All that tract or parcel of land comprising approximately 26.34 acres lying and being in Land Lots 715, 716, 725, 726 and 788 in the 16th District, 2nd Section, Cobb County, Georgia, said property being more particularly shown described as follows:

Beginning at a concrete monument found on the point common to Land Lots 653, 654, 715 and 716 of the 16th District, 2nd Section, Cobb County, Georgia; thence proceeding South 86 Degrees, 19 Minutes, 50 Seconds East 941.53 feet to a point;

Thence proceeding South 44 Degrees, 37 Minutes, 15 seconds West 430.20 feet to a point, said point being the POINT OF BEGINNING;

Thence South 44 degrees 37 minutes 15 seconds West 202.24 feet to a point;
Thence South 16 degrees 05 minutes 02 seconds West 60.38 feet to a point;
Thence South 23 degrees 45 minutes 11 seconds West 89.70 feet to a point;
Thence South 19 degrees 35 minutes 34 seconds West 57.44 feet to a point;
Thence South 11 degrees 14 minutes 30 seconds West 74.12 feet to a point;
Thence South 00 degrees 16 minutes 32 seconds West 62.35 feet to a point;
Thence South 23 degrees 01 minutes 23 seconds West 44.16 feet to a point;
Thence South 20 degrees 16 minutes 32 seconds West 23.43 feet to a point;
Thence South 09 degrees 06 minutes 45 seconds West 47.67 feet to a point;
Thence South 23 degrees 29 minutes 49 seconds West 92.82 feet to a point;
Thence South 02 degrees 42 minutes 16 seconds West 46.22 feet to a point;
Thence South 02 degrees 35 minutes 03 seconds East 39.48 feet to a point;
Thence South 15 degrees 59 minutes 06 seconds East 25.82 feet to a point;
Thence South 27 degrees 01 minutes 52 seconds East 42.88 feet to a point;
Thence South 45 degrees 49 minutes 49 seconds East 28.30 feet to a point;
Thence South 64 degrees 52 minutes 29 seconds East 37.73 feet to a point;
Thence South 45 degrees 49 minutes 49 seconds East 22.45 feet to a point;
Thence South 25 degrees 40 minutes 20 seconds West 21.24 feet to a point;
Thence South 50 degrees 42 minutes 27 seconds West 40.60 feet to a point;
Thence South 09 degrees 39 minutes 13 seconds East 97.60 feet to a point;
Thence South 25 degrees 24 minutes 31 seconds East 45.99 feet to a point;
Thence South 39 degrees 38 minutes 27 seconds East 32.85 feet to a point;
Thence South 48 degrees 38 minutes 42 seconds East 26.07 feet to a point;
Thence South 11 degrees 28 minutes 41 seconds East 12.50 feet to a point;
Thence South 13 degrees 04 minutes 46 seconds West 14.86 feet to a point;
Thence South 31 degrees 49 minutes 07 seconds West 15.92 feet to a point;
Thence South 15 degrees 49 minutes 58 seconds East 19.30 feet to a point;
Thence South 00 degrees 24 minutes 19 seconds East 11.14 feet to a point;
Thence North 60 degrees 38 minutes 15 seconds West 13.88 feet to a point;

Thence North 10 degrees 39 minutes 21 seconds West 22.47 feet to a point;
Thence North 21 degrees 15 minutes 34 seconds East 8.68 feet to a point;
Thence North 11 degrees 44 minutes 34 seconds East 20.58 feet to a point;
Thence North 18 degrees 33 minutes 03 seconds West 14.52 feet to a point;
Thence North 70 degrees 31 minutes 56 seconds West 16.91 feet to a point;
Thence North 76 degrees 47 minutes 38 seconds West 21.56 feet to a point;
Thence North 68 degrees 54 minutes 29 seconds West 17.03 feet to a point;
Thence South 41 degrees 10 minutes 50 seconds West 32.95 feet to a point;
Thence North 50 degrees 13 minutes 55 seconds West 34.66 feet to a point;
Thence North 17 degrees 22 minutes 14 seconds West 31.10 feet to a point;
Thence North 45 degrees 29 minutes 48 seconds West 74.06 feet to a point;
Thence North 20 degrees 36 minutes 11 seconds West 17.97 feet to a point;
Thence North 16 degrees 54 minutes 24 seconds West 31.55 feet to a point;
Thence North 31 degrees 51 minutes 28 seconds West 48.02 feet to a point;
Thence North 66 degrees 07 minutes 51 seconds West 52.49 feet to a point;
Thence South 78 degrees 48 minutes 00 seconds West 46.07 feet to a point;
Thence North 86 degrees 10 minutes 20 seconds West 36.43 feet to a point;
Thence South 49 degrees 55 minutes 29 seconds West 38.07 feet to a point;
Thence South 35 degrees 44 minutes 22 seconds West 81.04 feet to a point;
Thence South 54 degrees 53 minutes 45 seconds West 44.84 feet to a point;
Thence South 53 degrees 14 minutes 02 seconds West 23.27 feet to a point;
Thence South 58 degrees 46 minutes 35 seconds West 68.59 feet to a point;
Thence South 66 degrees 50 minutes 03 seconds West 45.81 feet to a point;
Thence South 55 degrees 48 minutes 12 seconds West 101.02 feet to a point;
Thence South 46 degrees 41 minutes 37 seconds West 45.52 feet to a point;
Thence South 22 degrees 50 minutes 35 seconds West 75.53 feet to a point;
Thence South 43 degrees 06 minutes 52 seconds West 31.80 feet to a point;
Thence South 33 degrees 30 minutes 19 seconds West 31.30 feet to a point;
Thence South 43 degrees 06 minutes 22 seconds West 43.97 feet to a point;
Thence South 51 degrees 25 minutes 44 seconds West 32.57 feet to a point;
Thence South 29 degrees 57 minutes 24 seconds West 41.26 feet to a point;
Thence South 40 degrees 27 minutes 03 seconds West 29.03 feet to a point;
Thence South 27 degrees 12 minutes 29 seconds West 97.30 feet to a point;
Thence South 17 degrees 32 minutes 02 seconds West 48.09 feet to a point;
Thence South 13 degrees 00 minutes 00 seconds West 50.02 feet to a point;
Thence South 07 degrees 57 minutes 05 seconds West 48.84 feet to a point;
Thence South 01 degrees 13 minutes 49 seconds West 48.57 feet to a point;
Thence South 10 degrees 22 minutes 45 seconds West 34.44 feet to a point;
Thence South 08 degrees 26 minutes 27 seconds West 58.29 feet to a point;
Thence South 28 degrees 51 minutes 02 seconds West 54.73 feet to a point;
Thence South 18 degrees 27 minutes 44 seconds West 45.20 feet to a point;
Thence South 25 degrees 06 minutes 48 seconds West 47.16 feet to a point;
Thence South 56 degrees 05 minutes 16 seconds West 39.48 feet to a point;
Thence South 45 degrees 36 minutes 04 seconds West 31.35 feet to a point;

Thence South 55 degrees 56 minutes 45 seconds West 154.67 feet to a point;
Thence South 71 degrees 49 minutes 37 seconds West 36.91 feet to a point;
Thence South 26 degrees 13 minutes 29 seconds West 66.19 feet to a point;
Thence South 29 degrees 02 minutes 17 seconds West 25.81 feet to a point;
Thence South 32 degrees 15 minutes 09 seconds West 24.54 feet to a point;
Thence South 16 degrees 19 minutes 33 seconds West 30.96 feet to a point;
Thence South 02 degrees 50 minutes 38 seconds West 35.90 feet to a point;
Thence South 19 degrees 42 minutes 19 seconds East 36.73 feet to a point;
Thence South 37 degrees 46 minutes 32 seconds East 41.53 feet to a point;
Thence South 28 degrees 36 minutes 40 seconds East 40.10 feet to a point;
Thence South 12 degrees 43 minutes 40 seconds East 47.80 feet to a point;
Thence South 11 degrees 53 minutes 54 seconds West 50.33 feet to a point;
Thence South 06 degrees 45 minutes 59 seconds West 43.72 feet to a point;
Thence South 16 degrees 21 minutes 47 seconds West 37.97 feet to a point;
Thence South 52 degrees 24 minutes 54 seconds West 61.17 feet to a point;
Thence South 28 degrees 01 minutes 18 seconds West 31.76 feet to a point;
Thence South 30 degrees 10 minutes 25 seconds West 54.45 feet to a point;
Thence South 58 degrees 24 minutes 36 seconds West 38.66 feet to a point;
Thence South 82 degrees 02 minutes 53 seconds West 57.57 feet to a point;
Thence South 50 degrees 42 minutes 16 seconds West 8.36 feet to a point;
Thence South 23 degrees 09 minutes 25 seconds West 27.44 feet to a point;
Thence South 18 degrees 10 minutes 57 seconds West 32.46 feet to a point;
Thence South 21 degrees 28 minutes 12 seconds West 49.27 feet to a point;
Thence South 04 degrees 23 minutes 56 seconds West 54.10 feet to a point;
Thence South 11 degrees 03 minutes 59 seconds East 33.13 feet to a point;
Thence South 20 degrees 46 minutes 54 seconds East 18.06 feet to a point;
Thence South 02 degrees 55 minutes 26 seconds East 37.68 feet to a point;
Thence South 18 degrees 39 minutes 54 seconds East 32.05 feet to a point;
Thence South 56 degrees 31 minutes 32 seconds East 34.34 feet to a point;
Thence South 28 degrees 08 minutes 15 seconds East 21.57 feet to a point;
Thence South 16 degrees 11 minutes 21 seconds East 8.07 feet to a point;
Thence South 07 degrees 17 minutes 39 seconds West 15.75 feet to a point;
Thence South 34 degrees 41 minutes 49 seconds West 18.31 feet to a point;
Thence South 74 degrees 58 minutes 03 seconds West 14.99 feet to a point;
Thence South 14 degrees 32 minutes 14 seconds West 13.36 feet to a point;
Thence South 07 degrees 56 minutes 36 seconds East 10.85 feet to a point;
Thence South 22 degrees 46 minutes 13 seconds East 10.98 feet to a point;
Thence South 36 degrees 52 minutes 12 seconds East 10.00 feet to a point;
Thence South 04 degrees 06 minutes 47 seconds East 22.09 feet to a point;
Thence South 40 degrees 08 minutes 39 seconds West 15.65 feet to a point;
Thence North 32 degrees 06 minutes 29 seconds West 184.65 feet to a point;
Thence North 07 degrees 25 minutes 46 seconds East 297.17 feet to a point;
Thence North 58 degrees 15 minutes 03 seconds East 112.83 feet to a point;
Thence North 12 degrees 17 minutes 43 seconds West 520.50 feet to a point;

Thence North 20 degrees 35 minutes 59 seconds East 345.43 feet to a point;
Thence North 56 degrees 55 minutes 22 seconds East 174.41 feet to a point;
Thence North 12 degrees 12 minutes 24 seconds East 263.34 feet to a point;
Thence North 47 degrees 59 minutes 40 seconds East 236.90 feet to a point;
Thence North 09 degrees 21 minutes 39 seconds West 281.33 feet to a point;
Thence North 16 degrees 10 minutes 53 seconds East 121.27 feet to a point;
Thence North 83 degrees 10 minutes 37 seconds East 247.28 feet to a point;
Thence North 35 degrees 57 minutes 52 seconds East 533.05 feet to a point;
Thence North 29 degrees 08 minutes 22 seconds East 349.14 feet to a point;
Thence North 37 degrees 27 minutes 22 seconds East 257.90 feet to a point;
Thence South 63 degrees 53 minutes 49 seconds East 354.87 feet to a point, said point being the POINT OF BEGINNING;

Said tract or parcel contains 26.34 Acres (1,147,256 Square Feet) and is more particularly shown as Tract 2 on that certain Boundary Survey dated December 10, 2018 for Cobb County by Jason A. Hopkins (Georgia Registered Land Surveyor No. 3215).

Exhibit "B"
Permitted Exceptions

1. Easement for Right or Way from George A. Montgomery to Georgia Power Company dated July 6, 1954 and recorded in Deed Book 277, Page 476, Cobb County, Georgia records.
2. Easement for Right or Way from George A. Montgomery to Georgia Power Company dated August 19, 1968 and recorded in Deed Book 1053, Page 407, Cobb County, Georgia records.
3. State Highway Department of Georgia Soil Easement from George Montgomery dated February 10, 1972 and recorded February 25, 1972 in Deed Book 1292, Page 474, Cobb County, Georgia records.
4. Grant of Easement Sewer between SunTrust Bank, N.A., as trustee of the George A. Montgomery Grantor Trust T-38, dated May 1, 1981 and Cobb County, Georgia dated January 13, 2015 and recorded January 16, 2015 in Deed Book 15212, Page 4526, Cobb County, Georgia records.
5. Application for Conservation and Questionnaire for Current Use Assessment of Bona Fide Agricultural Property by SUNTRUST BANK SUCCESSOR TRUSTEE UNDER INSTRUMENT DATED MAY 1, 1981, FOR THE BENEFIT OF NANCY T. MONTGOMERY AND GRANDCHILDREN OF GEORGE A. MONTGOMERY (A/K/S THE GEORGE A. MONTGOMERY GRANTOR TRUST T-38) filed for record May 13, 2016 in Deed Book 15336, Page 4696, Cobb County, Georgia records. For Tax Parcel 16-0725-0-001-0.

EXHIBIT "C"
OWNER'S ADJACENT PROPERTY

All those tracts or parcels of land which comprise the following tax parcels:

Parcel 16065500040	0.70 acres	Bells Ferry Road
Parcel 16065500050	1.0 acres	Bells Ferry Road
Parcel 16071300360	0.80 acres	2247 Bells Ferry Road
Parcel 16071400010	1.2 acres	Bells Ferry Road
Parcel 16071400030	36 acres	150 Laura Lake Road
Parcel 16071500010	16.2 acres	Laura Lake Road
Parcel 16071500050	2.8 acres	154 Laura Lake Road
Parcel 16071600010	37.9 acres	Hunters Trail
Parcel 16071700010	11.1 acres	Roberts Court
Parcel 16071700020	1.9 acres	Roberts Court
Parcel 16072400010	5 acres	575/Laura
Lake		
Parcel 16072500010	40 acres	150 Laura Lake Road
Parcel 16072600010	18.8 acres	Laura Lake Road
Parcel 16072700010	20 acres	150 Laura Lake Road
Parcel 16078700010	40 acres	Bells Ferry Road
Parcel 16078800010	27.8 acres	I-75/Laurel Lake Road
Parcel 16078900010	0.40	I-75/Laurel Lake Road

Said Properties are more particularly described in that certain Trustee's Deed dated February 14, 2018 from SunTrust Bank recorded on April 18, 2018 at Deed Book 15531, Page 286, Cobb County, Georgia Records, which deeds are incorporated herein by this reference to provide a more complete legal description of the aforesaid properties.

Less and except any portions of said properties which are located west of Interstate 575.

Exhibit "D"
Proposed Deed of Conveyance for 61 Acre Parcel

Return to:

Cobb County Attorney's Office
100 Cherokee Street, Suite 350
Marietta, GA 30090
Attn: Patrick Riley

STATE OF GEORGIA

COUNTY OF COBB

TRUSTEE'S D E E D

THIS INDENTURE, made the _____ day of _____, in the year Two Thousand Nineteen, between DIVERSIFIED TRUST COMPANY, AS SUCCESSOR TRUSTEE OF THE GEORGE A.MONTGOMERY GRANTOR TRUST T-38, as party or parties of the first part (hereinafter collectively called "Grantor"), and COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia, as party or parties of the second part (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

ALL THAT TRACT OR PARCEL OF LAND which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

THE AFORESAID PROPERTY is conveyed subject to permitted exceptions which are set out on Exhibit "B" attached hereto and incorporated herein by this reference. THE PROPERTY IS FURTHER CONVEYED subject to a restriction in favor of Grantor, as the owner of the real estate that is identified on Exhibit "C" attached hereto and incorporated herein by this reference, that said property remain in its natural undeveloped habitant, and that the same not be subject to subdivision or development; provided, however, nothing contained herein is intended to nor shall it prevent Grantee from rebuilding and repairing the dam and related improvements which impound Laura Lake and regulate the flow of storm and other water in and out thereof nor prohibit the use of said property for passive park purposes. As a part of development of the aforesaid passive park, Grantee shall also be permitted, in its discretion to develop a public facility that is open on all sides and functionally related to a designated open space or recreational use and/or a public rest room.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever claiming by, through or under Grantor.

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

Signed, sealed and delivered in
In the presence of:

DIVERSIFIED TRUST COMPANY, as
Successor Trustee of The George A.
Montgomery Grantor Trust T-38

Unofficial Witness

By: _____
Name: _____
Title: _____

Notary Public

My Commission expires:

[Company Seal]

[Notarial Seal]

Exhibit "A"
Legal Description of 61.21 Acre Property

All that tract or parcel of land comprising approximately 61.21 acres lying and being in Land Lots 715, 716, 724, 725, 788 and 789 in the 16th District, 2nd Section, Cobb County, Georgia, said property being more particularly described as follows:

Beginning at a concrete monument found on the point common to Land Lots 653, 654, 715 and 716 of the 16th District, 2nd Section, Cobb County, Georgia, said point being the POINT OF BEGINNING;

Thence South 86 degrees 18 minutes 50 seconds East 841.53 feet to a point;
Thence South 44 degrees 37 minutes 15 seconds West 430.20 feet to a point;
Thence North 63 degrees 53 minutes 49 seconds West 354.87 feet to a point;
Thence South 37 degrees 27 minutes 22 seconds West 257.90 feet to a point;
Thence South 29 degrees 08 minutes 22 seconds West 349.14 feet to a point;
Thence South 35 degrees 57 minutes 52 seconds West 533.05 feet to a point;
Thence South 83 degrees 10 minutes 37 seconds West 247.28 feet to a point;
Thence South 16 degrees 10 minutes 53 seconds West 121.27 feet to a point;
Thence South 09 degrees 21 minutes 39 seconds East 281.33 feet to a point;
Thence South 47 degrees 59 minutes 40 seconds West 236.90 feet to a point;
Thence South 12 degrees 12 minutes 24 seconds West 263.34 feet to a point;
Thence South 56 degrees 55 minutes 22 seconds West 174.41 feet to a point;
Thence South 20 degrees 35 minutes 59 seconds West 345.43 feet to a point;
Thence South 12 degrees 17 minutes 43 seconds East 520.50 feet to a point;
Thence South 58 degrees 15 minutes 03 seconds West 112.83 feet to a point;
Thence South 07 degrees 25 minutes 46 seconds West 297.17 feet to a point;
Thence South 32 degrees 06 minutes 29 seconds East 184.65 feet to a point;
Thence South 40 degrees 08 minutes 39 seconds West 20.78 feet to a point;
Thence South 34 degrees 06 minutes 39 seconds West 27.59 feet to a point;
Thence North 37 degrees 44 minutes 01 seconds West 49.84 feet to a point;
Thence North 28 degrees 56 minutes 20 seconds West 187.39 feet to a point;
Thence North 28 degrees 34 minutes 48 seconds West 323.01 feet to a point;
Thence along a curve to the right an arc length of 1103.99 feet, said curve having a radius of 2151.73 feet, and being subtended by a chord of 1091.92 feet, at North 10 degrees 19 minutes 54 seconds West to a point;
Thence North 13 degrees 57 minutes 42 seconds East 301.15 feet to a point;
Thence North 09 degrees 51 minutes 16 seconds East 578.98 feet to a point;
Thence North 12 degrees 41 minutes 02 seconds East 499.73 feet to a point;
Thence North 26 degrees 29 minutes 14 seconds East 411.89 feet to a point;
Thence North 02 degrees 59 minutes 01 seconds East 171.87 feet to a point;
Thence North 89 degrees 31 minutes 36 seconds East 1105.63 feet to a point, said point being the POINT OF BEGINNING;

Said tract or parcel contains 61.21 Acres (2,666,308 Square Feet) and is more particularly shown as Tract 1 on that certain Boundary Survey dated December 10, 2018 for Cobb County by Jason A. Hopkins (Georgia Registered Land Surveyor No. 3215).

Exhibit "B"
Permitted Exceptions

1. Easement for Right or Way from George A. Montgomery to Georgia Power Company dated July 6, 1954 and recorded in Deed Book 277, Page 476, Cobb County, Georgia records.
2. Easement for Right or Way from George A. Montgomery to Georgia Power Company dated August 19, 1968 and recorded in Deed Book 1053, Page 407, Cobb County, Georgia records.
3. State Highway Department of Georgia Soil Easement from George Montgomery dated February 10, 1972 and recorded February 25, 1972 in Deed Book 1292, Page 474, Cobb County, Georgia records.
4. Grant of Easement Sewer between SunTrust Bank, N.A., as trustee of the George A. Montgomery Grantor Trust T-38, dated May 1, 1981 and Cobb County, Georgia dated January 13, 2015 and recorded January 16, 2015 in Deed Book 15212, Page 4526, Cobb County, Georgia records.
5. Application for Conservation and Questionnaire for Current Use Assessment of Bona Fide Agricultural Property by SUNTRUST BANK SUCCESSOR TRUSTEE UNDER INSTRUMENT DATED MAY 1, 1981, FOR THE BENEFIT OF NANCY T. MONTGOMERY AND GRANDCHILDREN OF GEORGE A. MONTGOMERY (A/K/S THE GEORGE A. MONTGOMERY GRANTOR TRUST T-38) filed for record May 13, 2016 in Deed Book 15336, Page 4696, Cobb County, Georgia records. For Tax Parcel 16-0725-0-001-0.

Exhibit "C"
OWNER'S ADJACENT PROPERTY

All those tracts or parcels of land which comprise the following tax parcels:

Parcel 16065500040	0.70 acres	Bells Ferry Road
Parcel 16065500050	1.0 acres	Bells Ferry Road
Parcel 16071300360	0.80 acres	2247 Bells Ferry Road
Parcel 16071400010	1.2 acres	Bells Ferry Road
Parcel 16071400030	36 acres	150 Laura Lake Road
Parcel 16071500010	16.2 acres	Laura Lake Road
Parcel 16071500050	2.8 acres	154 Laura Lake Road
Parcel 16071600010	37.9 acres	Hunters Trail
Parcel 16071700010	11.1 acres	Roberts Court
Parcel 16071700020	1.9 acres	Roberts Court
Parcel 16072400010	5 acres	575/Laura
Parcel 16072500010	40 acres	150 Laura Lake Road
Parcel 16072600010	18.8 acres	Laura Lake Road Parcel
16072700010	20 acres	150 Laura Lake Road
Parcel 16078700010	40 acres	Bells Ferry Road
Parcel 16078800010	27.8 acres	I-75/Laurel Lake Road
Parcel 16078900010	0.40	I-75/Laurel Lake Road

Said Properties are more particularly described in that certain Trustee's Deed dated February 14, 2018 from SunTrust Bank recorded on April 18, 2018 at Deed Book 15531, Page 286, Cobb County, Georgia Records, which deeds are incorporated herein by this reference to provide a more complete legal description of the aforesaid properties.

Less and except any portions of the foregoing properties which are located west of Interstate 575.

Exhibit "F"
Laura Lake Easement Agreement

Cobb County Attorney's Office
100 Cherokee Street, Suite 350
Marietta, GA 30090
Attn: Patrick Riley

STATE OF GEORGIA
COUNTY OF COBB

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the _____ day of _____, 2020, by and between DIVERSIFIED TRUST, COMPANY, SUCCESSOR TRUSTEE OF THE GEORGE A. MONTGOMERY COUNTY TRUST T-38 (referred to as "DT") and COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, by virtue of those Trustee Deeds of even date herewith from DT to COUNTY which are recorded at Deed Book _____, Page _____, and Deed Book _____, Page _____, Cobb County Records (hereafter referred to as the County Deeds"), County is the Owner of two tracts comprising, in the aggregate, approximately 85.55 acres of land (hereafter referred to as the County Property") which County Property is more particularly described in the foregoing County Deeds; and

WHEREAS, DT is the owner of certain real properties described in deeds recorded at Deed Book 15531, Page 286, and Deed Book _____, Page _____ Cobb County Records (DT Properties"); and

WHEREAS, as a part of its agreement to convey the County Property to the County and County's agreement to repair and restore Laura Lake Dam, DT has agreed, and does hereby agree, to provide the County a means of ingress and egress to and from the County Property and the Cobb County public road system as hereinafter set out.

NOW THEREFORE, in consideration of the mutual benefits to the aforementioned tracts of real property (hereinafter collectively referred to as the "Subject Properties"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the undersigned parties agree as follows:

1.

The foregoing recitals and exhibits are incorporated herein by this reference as if repeated verbatim.

2.

DT, for itself, and for its successors and assigns, hereby establishes for the benefit of, and grants to, County a permanent non-exclusive easement, as hereinafter set out, for pedestrian and vehicular ingress, egress and access to and from the County Property to the public road system across the DT Property. Unless relocated as hereafter provided for, said easement area shall be One Hundred Feet (100') feet in width and shall be in the location which is shown and depicted on Exhibits "A", "B", "C" and "D", attached hereto and incorporated herein by this reference (hereafter the "County Easement Area"). The parties acknowledge that the County Easement Area is unimproved at the time of execution of this Agreement. Within said County Easement Area, County shall be permitted to clear and grade the DT Property and to make such improvements as the County deems necessary, to allow County to access the County Property. Notwithstanding the foregoing, the parties agree that: (i) the County Easement Area shall not be used for any vehicular or motorized public or private travel except for that which is directly necessary for County to use, inspect, repair, maintain and replace the Laura Lake Dam, (ii) the entrance to the County Easement Area on Bells Ferry Road shall be enclosed by a gate, and County shall install a chain link fence on the portion of the County Easement Area depicted on Exhibit "D" along the southern boundary line between the County Easement Area and the Montgomery Property (comprising a distance of approximately 460 feet); (iii) that the portion of the County Easement Area that runs across northern line of the Montgomery Property shown on Exhibit "D" shall not be paved over with concrete, asphalt, or other material without prior express written consent of Montgomery and DT; provided, however, that said portion of the County Easement Area may, without such consent, be improved with gravel or similar material adequate to support construction equipment required for the repair and maintenance of the Laura Lake Dam; (iv) the County Easement Area shall not be used as a manner of ingress or egress to Laura Lake for any watercraft, boat, jet ski, or other vessel (except as necessary to for Cobb County and its agents and contractors to inspect, repair and maintain the Laura Lake Dam); and v) the County Easement Area shall not be used for purposes of ingress or egress to Laura Lake for the public's recreational use of the same. The restrictions set forth in subparagraphs (i), (ii), (iii) and (v) above shall expire and be of no further force or effect without further action of the parties upon the earlier of: (a) five years after the date that County commences the repair and restoration of Laura Lake Dam, as evidenced by a notice to proceed to a contractor retained for the project (a copy of which shall be contemporaneously sent to DT in the manner provided herein for giving notices), or (b) such date as George A. Montgomery, Jr. no longer resides on the Montgomery Property or ceases to make such property his principal residence for any reason. The restrictions set forth in subparagraph (iv) above shall be perpetual and shall run with the land of the County Easement Area.

3.

It is the intention of the parties to this Agreement that the rights herein granted to the County are for use of the aforesaid County Easement Area to gain vehicular and pedestrian access to the County Property and for such access to Laura Lake and the Laura Lake Dam for purposes of maintaining the County Property and Laura Lake and the Laura Lake Dam. DT hereby expressly reserves unto itself all rights in and to the DT Property, including the County Easement Area, which are not necessary for the grant of those rights. The County acknowledges that DT shall retain non-exclusive rights with the County to make use of any driveways or other improvements constructed within the County Easement Area. Accordingly, except as is otherwise provided herein, no party shall cause or permit any action which impedes the free flow of vehicular and other traffic on the County Easement Area. In addition, County acknowledges that the DT intends to market the DT Property for sale for development and nothing contained in this Agreement is intended to nor shall it prohibit the development or redevelopment of the DT Property so long as that

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development or redevelopment of same does not obstruct or interfere with the County's ability to access the County Property. As a part of such development or redevelopment of the DT Property, DT is and shall be have the right to relocate some or all of the County Easement Area, at its sole cost and expense, upon ninety (90) days prior written notice to and consent of the County, with copies of the plans for such proposed relocation, and County shall agree to such relocation following such notice so long as the relocated County Easement Area provides reasonable access to the County Property from the public road system, and County's continued access to the County Property is not unreasonably impaired or impeded during the course of, and after, making such relocation. Excluding such portions of same as are dedicated to and accepted by Cobb County as a part of the public road system, DT shall be responsible, at its sole cost and expense, for the maintenance of the relocated County Easement Area and road after construction by DT.

4.

Except as otherwise provided herein, DT and the County agree not to cause or permit any person to take any action which blocks or interferes with the use by the beneficiaries of the County Easement Area, or any part thereof. Further, the Parties agree to take such actions as are reasonable to ensure that no such actions are caused or permitted by their tenants, invitees, customers, licensees, employees or agents.

5.

Unless expressly provided to the contrary herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the County Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing, DT shall be permitted to develop and dedicate such of the County Easement Area as it elects as a part of the public road system, subject to acceptance by the County as provided by law.

6.

In the event of breach or threatened breach of this Agreement, any record owner of any part of the subject properties shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. Notwithstanding the foregoing, in no circumstances shall any default on the part of an owner of any part of the subject properties result in forfeiture of any of the easement rights herein afforded them. Subject to the relocation rights herein reserved by DT, the access easement herein granted is intended to and shall exist for the benefit of the County Property in perpetuity hereinafter. In the event that any owner shall cause or permit an interruption of the rights of another owner to make full use of any of the easement rights herein granted, then such deprived owners shall be entitled to take such actions as are reasonable under the circumstances to restore such use. Such self-help provision shall be in addition to any other rights and remedies herein afforded the parties.

7.

Any mortgage or deed of trust affecting any portion of the subject properties shall at all times be subject to the terms of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed

in lieu of foreclosure or sale under power shall acquire title subject to all of the terms and provisions of this Agreement.

8.

Unless otherwise provided herein, the reservations and restrictions set forth in this Agreement shall run with the land and shall be perpetual to the extent permitted by law and shall constitute equitable servitude on the portion of the tracts owned by such party appurtenant to and for the benefit of the other portions of the parcels. Any transferee of any part of the subject property shall automatically be deemed, by acceptance of the title to any portion of the subject property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its parcel and to have agreed with the then owner or owners of all other portions of the parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement, and the transferor shall, upon the completion of such transfer, be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the portion of the tracts so conveyed that remain unsatisfied.

9.

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Georgia. Any general rule of construction to the contrary notwithstanding, this Agreement shall not be construed against any party as having been the author of same but shall instead in all cases be liberally construed to effect the purpose of this Agreement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby. This instrument sets forth the entire agreement of the parties with respect to the subject matter hereof and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

10.

This Agreement shall bind and inure to the benefit of the parties and their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Except as expressly limited by the terms of this Agreement, all rights given hereunder are in addition to and do not limit those provided at law or in equity. No failure of any Party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation in this Agreement shall constitute a waiver of any party's right to demand exact compliance with this Agreement.

11.

The parties shall, at the request of the other, make, execute, and deliver or obtain and deliver all documents

reasonably acceptable to such parties and shall do or cause to be done all such other things which any party may reasonably require to effectuate the provisions and intentions of this Agreement.

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All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective either upon the third (3rd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or upon confirmed delivery, when sent by nationally- recognized courier service for same day or overnight delivery. The time period in which a response to any notice, demand or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept delivery or inability to deliver because of changed address, of which no notice has been given, shall constitute receipt of the notice, demand or request sent. Any such notice, demand or request shall be sent to the respective addresses set forth below:

If intended for DT: Diversified Trust Company
400 Galleria Parkway
Suite 1400
Atlanta, GA 30339
Attn: Lisa O'Connell
Loconnell@diversifiedtrust.com

With a copy by email to: Sams, Larkin & Huff, LLP
Attn: Garvis L. Sams, Jr. Esq.
GSams@samslarkinhuff.com

If intended for County: Cobb County Attorney's Office
100 Cherokee Street
Suite 350
Marietta, GA 30090

Any party may hereinafter designate a different address for receiving notices by filing an Affidavit to that effect with the Cobb County real Estate Records and cross-referencing same to this Agreement. If a party does not designate a different address then notices to said owner may be given to the address on file with the Tax Assessor for Cobb County, Georgia for mailing reassessment notices.

13.

Notwithstanding anything herein contained to the contrary, in any action brought to enforce the obligations of any owner of any parcel, any money judgment or decree entered in any such action shall be enforced against and satisfied only out of such owner's interest in its parcels and the improvements thereon. Upon the conveyance of any owner's entire interest in the fee simple title to a parcel, such owner shall thereupon be released and discharged from any and all further liabilities and obligations for the breach of the terms of this Agreement which accrue thereafter, which obligations shall become the responsibility of the successor owner, provided, however, the previously accrued obligations may be satisfied out of the proceeds of such sale.

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Unless otherwise provided herein, this Agreement may be amended with the written consent of each of the owners of the subject properties.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement under seal on the day and year first written above.

Signed, seal and delivered in the presence of:

COBB COUNTY, GEORGIA

Unofficial Witness

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

Notary Public

Attest:

[Notary Seal]

County Clerk

Approved as to form:

County Attorney

Signed, sealed and delivered In the presence of:

DIVERSIFIED TRUST COMPANY, as Successor Trustee of the George A. Montgomery Grantor TrustT-38

Unofficial Witness

By: _____
Name:
Title:

Notary Public

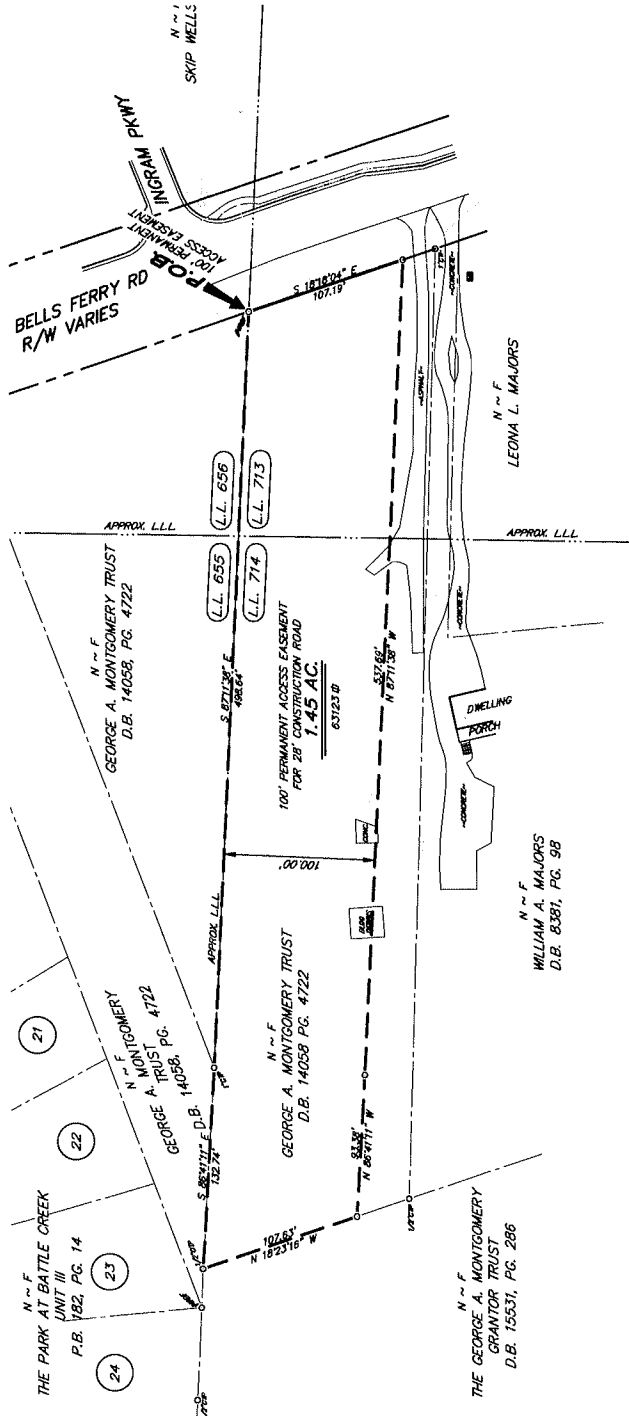
[Notary Seal]

Exhibit "A" Plat 1 of Access Easement Area

100' PERMANENT ACCESS EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 713 & 714 OF THE 16TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION OF THE SOUTHWESTERLY SIDE OF BELLS FERRY RD WITH THE NORTH ORIGINAL LINE OF LAND LOT 713 (ALSO BEING THE SOUTH LINE OF LAND LOT 656), SAID POINT BEING THE POINT OF BEGINNING;
 THENCE SOUTH 18 DEGREES 04 MINUTES 04 SECONDS EAST 107.19 FEET TO A POINT;
 THENCE NORTH 87 DEGREES 11 MINUTES 38 SECONDS WEST 537.69 FEET TO A POINT;
 THENCE NORTH 86 DEGREES 41 MINUTES 11 SECONDS WEST 83.38 FEET TO A POINT;
 THENCE NORTH 18 DEGREES 23 MINUTES 16 SECONDS WEST 107.63 FEET TO A 1/2" OPEN TOP PIPE FOUND;
 THENCE SOUTH 86 DEGREES 41 MINUTES 11 SECONDS EAST 132.74 FEET TO A 1" CRIMP TOP PIPE FOUND;
 THENCE SOUTH 87 DEGREES 11 MINUTES 38 SECONDS EAST 486.64 FEET TO AN IRON PIN FOUND, SAID POINT BEING THE POINT OF BEGINNING;
 SAID TRACT OR PARCEL CONTAINS 1.45 ACRES (63,123 SQUARE FEET), MORE OR LESS.

CLERK OF SUPERIOR COURT
 RECORDING INFORMATION



THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REQUIRE ANY PLATS OF THIS TYPE OF PLAT PRIOR TO RECORDING. REGISTRATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OF THE PROPERTY. THE LANDOWNER ASSUMES ALL RESPONSIBILITY FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-9-87.



10/23/2020
 DATE

REVISION DATES: 10/23/2020
 REMOVE TEMPORARY CONSTRUCTION EASEMENTS
 DRAWN BY: TEM

CHECKED BY: JAH
FILE: P. 1/164 (Access) 1...
FIELD DATE: 12-12-2019
OFFICE DATES: 3-26-2020
SCALE: 1"=60'
REVISIONS
4/8/2020
4/16/2020
10/23/2020 MAN



www.gaskins.com 1257 79
 Main Office: 147 Peachtree St., Atlanta, GA 30304
 Marietta Office: 147 Peachtree St., Marietta, GA 30067
 Lawrenceville Office: 556 Lawrenceville Rd., Lawrenceville, GA 30046
 Phone: (770) 424-7168 Phone: (770) 424-7168 Phone: (770) 779-9908

EASEMENT EXHIBIT FOR:
GEORGE A. MONTGOMERY TRUST & COBB COUNTY, GA
 100' PERMANENT ACCESS EASEMENT

LOCATED IN L.L. 713 & 714
 16th DISTRICT, 2nd SECTION
 COBB COUNTY, GA.



Exhibit "B" Plat 2 of Access Easement Area

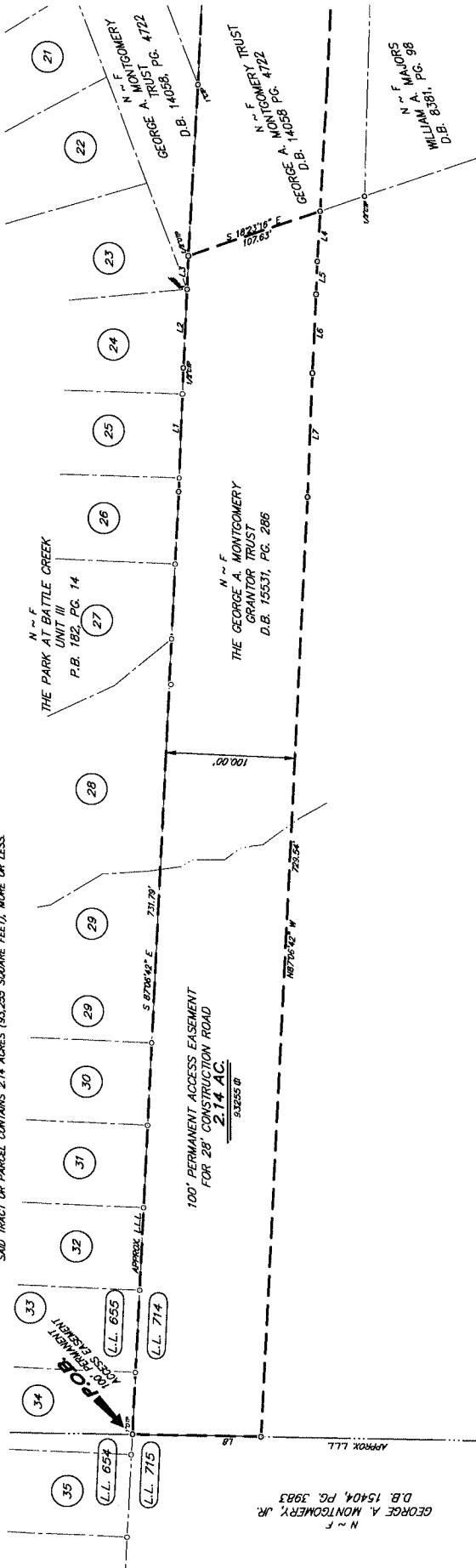
100' PERMANENT ACCESS EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 714 OF THE 16TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A T-OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 654, 655, 714, AND 715, SAID POINT BEING THE POINT OF BEGINNING;
 THENCE SOUTH 87 DEGREES 06 MINUTES 08 SECONDS EAST 731.79 FEET TO A POINT;
 THENCE SOUTH 87 DEGREES 09 SECONDS EAST 95.81 FEET TO A 1/2" CRIMP TOP PIPE FOUND;
 THENCE SOUTH 87 DEGREES 36 MINUTES 36 SECONDS EAST 61.03 FEET TO AN IRON PIN FOUND;
 THENCE SOUTH 87 DEGREES 46 MINUTES 27 SECONDS EAST 23.77 FEET TO A 1/2" OPEN TOP PIPE FOUND;
 THENCE SOUTH 18 DEGREES 23 MINUTES 16 SECONDS EAST 102.83 FEET TO A POINT
 THENCE NORTH 86 DEGREES 41 MINUTES 11 SECONDS WEST 30.85 FEET TO A POINT;
 THENCE NORTH 87 DEGREES 46 MINUTES 27 SECONDS WEST 23.25 FEET TO A POINT;
 THENCE NORTH 87 DEGREES 16 MINUTES 36 SECONDS WEST 61.11 FEET TO A POINT;
 THENCE NORTH 87 DEGREES 06 MINUTES 08 SECONDS WEST 729.54 FEET TO A POINT;
 THENCE NORTH 87 DEGREES 18 MINUTES 54 SECONDS EAST 100.04 FEET TO A 1" OPEN TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING;
 SAID TRACT OR PARCEL CONTAINS 2.14 ACRES (93,255 SQUARE FEET), MORE OR LESS.

CLERK OF SUPERIOR COURT
RECORDING INFORMATION

LINE	DISTANCE	BEARING
L1	95.81'	S 87°41'09" E
L2	61.03'	S 87°16'36" E
L3	23.77'	S 87°46'27" E
L4	38.85'	N 86°41'11" W
L5	25.25'	N 87°46'27" W
L6	61.11'	N 87°16'36" W
L7	95.95'	N 87°41'09" W
L8	100.04'	N 01°18'54" E

GRID NORTH ~ GA. WEST ZONE



THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW ANY PLATS OF THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDED INFORMATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL GOVERNMENT, OR THE UNDERGROUND LAND SURVEY CERTIFICATES THAT THIS PLAT COMPLES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN G.S.C.A. SECTION 15-6-67.



Alan C. Olson
 DEAN C. OLSON, P.E.
 GA. REG. NO. 2806
 email: aolson@earthlink.net

10/31/2020 DATE

PERSON DATED: 10/31/2020
 REMOVE TEMPORARY CONSTRUCTION EASEMENTS
 DRAWN BY: JAH

CHECKED BY: JAH
FILE # 1764 (Access)
OFFICE DATES: 12-12-2019
OFFICE DATES: 3-26-2020
SCALE: 1"=60'
REVISIONS
4/16/2020
10/31/2020 MAN

Gaskins
 ENGINEERING SURVEYING PLANNING CONSULTING CONSTRUCTION MANAGEMENT
 Marietta Office: 150 Marietta Street, Marietta, GA 30067
 Atlanta Office: 147 Peachtree Street, Atlanta, GA 30309
 Phone: (770) 424-7145 Fax: (770) 424-7168

EASEMENT EXHIBIT FOR:
MONTGOMERY GEORGE A GRANATOR TRUST & COBB COUNTY, GA
 100' PERMANENT ACCESS EASEMENT
 LOCATED IN L.L. 714
 16th DISTRICT, 2nd SECTION
 COBB COUNTY, GA.

Exhibit "D" Plat 4 of Access Easement Area

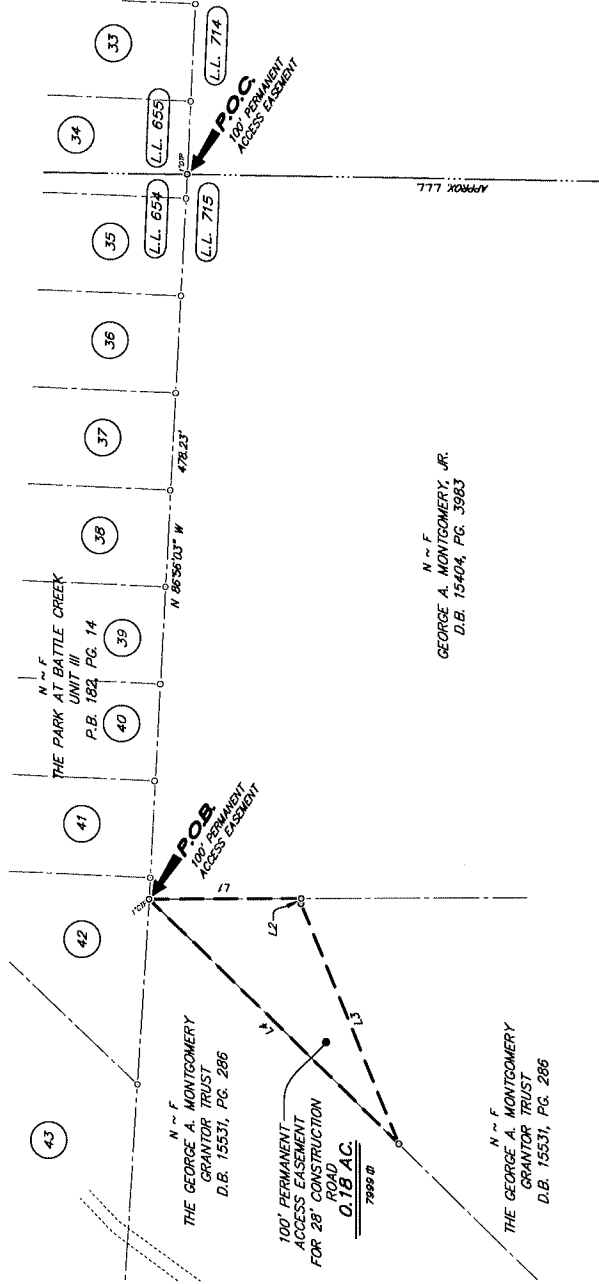
100' PERMANENT ACCESS EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 715 OF THE 16TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT A 1" OPEN TOP PIPE FOUND AT THE COMMON CORNER OF LAND LOTS 654, 655, 714, AND 715;
 THENCE NORTH 86 DEGREES 56 MINUTES 03 SECONDS WEST 478.23 FEET TO A 1" CRIMP TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING;
 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 100.14 FEET TO A POINT;
 THENCE NORTH 86 DEGREES 56 MINUTES 03 SECONDS WEST 3.39 FEET TO A POINT;
 THENCE SOUTH 87 DEGREES 55 MINUTES 32 SECONDS WEST 177.39 FEET TO A POINT;
 THENCE NORTH 44 DEGREES 37 MINUTES 15 SECONDS EAST 230.94 FEET TO A 1" CRIMP TOP PIPE, SAID POINT BEING THE POINT OF BEGINNING;
 SAID TRACT OR PARCEL CONTAINS 0.18 ACRES (7,989 SQUARE FEET), MORE OR LESS.

CLERK OF SUPERIOR COURT
 RECORDING INFORMATION

LINE	DISTANCE	BEARING
L1	100.04'	S 00°00' E
L2	3.39'	S 86°56'03" E
L3	177.39'	S 87°55'32" W
L4	230.94'	N 44°37'15" E

GRID NORTH ~ GA. WEST ZONE



EASEMENT EXHIBIT FOR:
THE GEORGE A. MONTGOMERY GRANTOR TRUST & COBB COUNTY, GA
 100' PERMANENT ACCESS EASEMENT
 LOCATED IN L.L. 715
 16th DISTRICT, 2nd SECTION
 COBB COUNTY, GA.

Gaskins
 ENGINEERING SURVEYING PLANNING CONSULTING CONSTRUCTION RENT
 www.gaskins.com LSP# 789

Lawrenceville Office: 5455 Lawrenceville Rd, Lawrenceville, GA 30046, Phone: 770-424-7165
 Marietta Office: 1745 Marietta Rd, Marietta, GA 30064, Phone: 770-424-7165
 Columbus Office: 147 R. 3 Colum. Ct. S.W., Columbus, GA 31904, Phone: 770-424-7165

REVISION DATED: 10/2/2020
 RESOLVE TEMPORARY CONSTRUCTION EASEMENTS
 DRAWN BY: TEM

CHECKED BY: JAH
FILE #: 17164 (Access)...
FIELD DATE: 12-12-2019
OFFICE DATE: 3-26-2020
SCALE: 1"=60'
REVISIONS
4/8/2020
4/16/2020
10/2/2020 MAN

THE PROPERTY HEREON USE COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT PERMIT ANY PLATS OR THIS TYPE OF PLAT TO BE RECORDED WITHOUT THE APPROVAL OF THE PLAT BOOKS NOT ONLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. ANNUAL TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Alan C. Olson
 DEAN C. OLSON, RLS
 GA RLS NO. 2806
 email: dcolson@gscurvey.com

10/2/2020
 DATE

PROFESSIONAL LAND SURVEYOR
 2806
 DEAN C. OLSON



Transportation

Erica Parish, Agency Director

Districts All

Item No. 18.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To authorize advertisement for and conduct of a public hearing for the transit-related 2021 Title VI Program Update for CobbLinc.

BACKGROUND

Title VI of the 1964 Civil Rights Act and related statutes and regulations provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal aid.

Cobb County is a recipient of Federal Transit Administration (FTA) funding assistance through an annual formula allocation, as well as through various discretionary and competitive funding programs. FTA requires that all direct and primary recipients document their compliance with the U.S. Department of Transportation's transit-related Title VI regulations by submitting a Title VI Program Update once every three years, or as otherwise directed by FTA. The Department's current 2018 Title VI Program Update on file with FTA is scheduled to expire on March 31, 2021.

The Department is seeking public comment on the proposed transit-related 2021 Title VI Program Update prior to approval by the Board of Commissioners and subsequent submission to the FTA.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners authorize advertisement for and conduct of a public hearing for the transit-related 2021 Title VI Program Update for CobbLinc.

ATTACHMENTS

None



Transportation

Erica Parish, Agency Director

District 2

Item No. 19.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To authorize the establishment of “No Parking” zones along both sides of Fairbrook Way.

BACKGROUND

On February 13, 1990, the Board of Commissioners approved a policy governing the creation of “No Parking” zones on County streets. This policy allows a citizen to request a “No Parking” zone to be established by circulating a petition within the affected area. The policy requires 75 percent of the eligible lot owners on both sides of the affected street to sign the petition in favor of the requested “No Parking” restriction. If a petition meets the required level of support, the request is presented to the Board of Commissioners for the area to be designated as a “No Parking” zone. The policy allows parking to be prohibited on both sides of streets less than or equal to 20 feet in width, and on one side of streets less than or equal to 30 feet in width.

Fairbrook Way is located in the Fairview Farm subdivision and is classified as a Local Street in the Cobb County Major Thoroughfare Plan. The overall pavement width of this two-lane street is 20 feet, with curb and gutter along both sides of the road. Located in Commission District 3, Fairbrook Way runs between Johnson Ferry Road and Fairbrook Circle.

The Department recently received complaints from several property owners regarding on-street parking along Fairbrook Way regarding vehicles waiting for the school bus, along with other miscellaneous parking.

Observations by Department staff confirmed some of the on-street parking concerns received. While the on-street parking was not observed to be a constant issue, the location of the parking does create a potential safety issue for motorists entering and exiting the subdivision. On-street parking occurs mainly during morning and afternoon peak hours, when most residents are leaving and entering the subdivision. Concerned residents have reported the issue to Cobb County Police on several occasions; however, in the absence of authorized parking restrictions, no enforcement action can be taken.

In October 2020, a property owner and representative of the Fairview Farm Homeowners Association initiated a petition for installation of “No Parking” signs to prohibit on-street parking along both sides of Fairbrook Way. In November 2020, a completed petition was returned to the Department. Review and verification of the petition determined that 75 percent of the affected property owners support the “No Parking” zones request, which meets the requirements of the policy.

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

IMPACT STATEMENT

N/A

FUNDING

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

Available:	010-050-0750-6197	Signage Supplies	\$300.00
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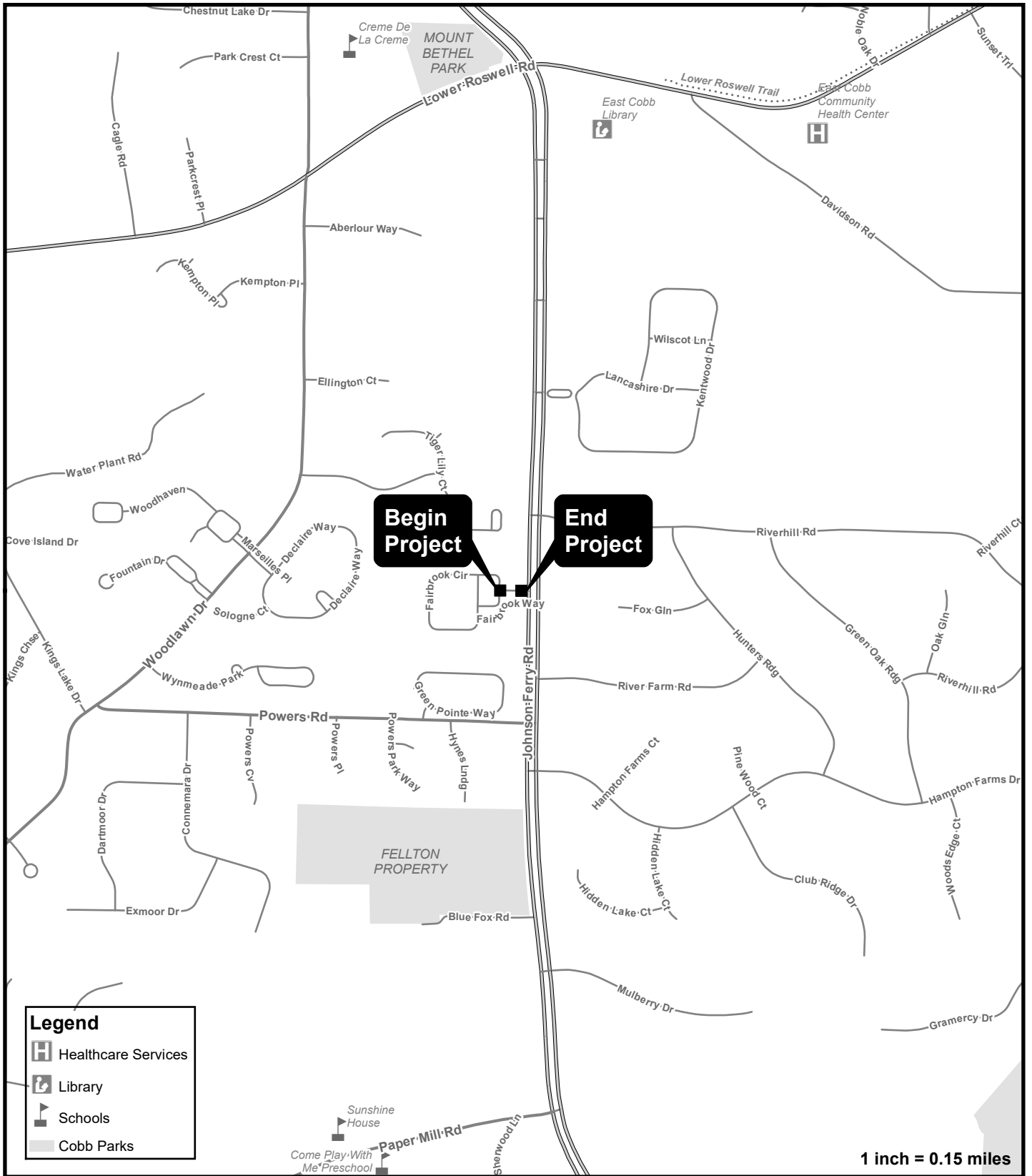
RECOMMENDATION

The Board of Commissioners authorize the establishment of “No Parking” zones along both sides of Fairbrook Way.

ATTACHMENTS

1. Location Map

LOCATION MAP



Legend

- Healthcare Services
- Library
- Schools
- Cobb Parks



Department of Transportation

PROJECT:
No Parking Zones
Fairbrook Way

DATE: December 15, 2020



Notes: Commission District 2



Transportation

Erica Parish, Agency Director

Districts All

Item No. 20.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To adopt a resolution designating signature authority to the Department of Transportation Agency Director for submission of all changes to the County's road system, utilizing the Georgia Department of Transportation Local Road Activity reporting process.

BACKGROUND

Cobb County is the recipient of annual federal and state funding assistance administered by the Georgia Department of Transportation (GDOT). These funds are used to finance roadway maintenance and improvement projects throughout the County.

The Department maintains a database of all roads within the County's roadway system utilizing Geographic Information System (GIS) and Cartegraph software. These databases allow for identification of any changes made to the current roadway system, previously presented to and approved by the Board of Commissioners.

Pursuant to the Official Code of Georgia Annotated § 32-4-41, counties shall notify GDOT within three months after a county road is added to the local road or street system and shall further notify GDOT within three months after a local road or street has been abandoned. This notification shall be accompanied by a map or plat depicting the location of the new or abandoned road. GDOT also requires notification of modifications and name changes made to local roads.

GDOT recently revised this notification process, which now requires the submission of a Local Road Activity (LRA) form. The signature of an authorized official of the local governing body with ownership of each road system will be required on each LRA form submitted.

The Department recommends designating signature authority to Erica Parish, Director, Cobb County Department of Transportation, for submission of required information to GDOT detailing updates and changes to Cobb County's road system, via the GDOT LRA notification process.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners adopt a resolution designating signature authority to the Department of Transportation Agency Director, Erica Parish, for submission of all changes to the County’s road system, utilizing the Georgia Department of Transportation Local Road Activity reporting process; and authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Resolution
2. Designation of Signature Authority for Georgia Department of Transportation Local Road Activity

RESOLUTION

Resolution authorizing the designation of signature authority for the submission of Local Road Activity forms and supporting documentation reporting changes to the County’s road system in compliance with Georgia Department of Transportation reporting requirements in accordance with the Official Code of Georgia Annotated §32-4-41.

WHEREAS, the Georgia Department of Transportation has been delegated authority to maintain records of county and municipalities road systems; and

WHEREAS, the Official Code of Georgia Annotated § 32-4-41 requires that counties shall notify the Georgia Department of Transportation within three (3) months after a road is added or abandoned on the local road or street system, and requires the providing of supporting documentation.

NOW, THEREFORE, BE IT RESOLVED by the Cobb County Board of Commissioners:

1. That the Department of Transportation Agency Director is authorized to submit Local Road Activity reporting, on behalf of Cobb County, as authorized by the Board of Commissioners.
2. That the Department of Transportation Agency Director is authorized to execute forms and submit other documents the Georgia Department of Transportation requires, as authorized and executed by the Board of Commissioners.

CERTIFICATION

The undersigned duly qualified Chairman of the Cobb County Board of Commissioners, acting on behalf of the Cobb County Board of Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Cobb County Board of Commissioners held on December 15, 2020.

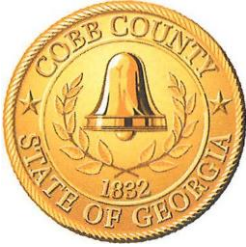
This day of _____ 2020

Michael H. Boyce, Chairman

Cobb County Board of Commissioners

Attest:
Clerk _____

Cobb County Board of Commissioners



COBB COUNTY BOARD OF COMMISSIONERS

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

Michael H. Boyce
Chairman

DESIGNATION OF SIGNATURE AUTHORITY FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL ROAD ACTIVITY (GDOT LRA)

Cobb County, Georgia, a political subdivision of the State of Georgia (Cobb County), hereby designates Erica Parish, Agency Director, as authorized to submit changes to the County's Road system, on behalf of Cobb County and the officials named below, in compliance with GDOT's LRA reporting requirements.

Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Date

Affirmed and approved as to legal form:

H. William Rowling, Jr., County Attorney
Cobb County Attorney's Office

Date

Approved as to substance:

Erica Parish, Agency Director
Cobb County Department of Transportation

Date



PARKS

Michael Brantley, Interim Director

District 4

Item No. 21.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Michael Brantley, Interim Director

DATE: December 15, 2020

PURPOSE

To approve a contract with Penco Electrical Contractors, Inc. for construction services related to the purchase and installation of a standby generator system to serve the Jim R. Miller Park Event Center.

BACKGROUND

On December 16, 2019, the Board of Commissioners allocated previously undesignated capital funding to Cobb PARKS for the improvement/replacement of necessary capital items. One of the approved projects is the installation of a standby generator system to provide emergency power to the Jim R. Miller Event Center, 2245 Callaway Road, Marietta.

The 41,000 square foot Event Center at Jim R. Miller Park was opened in September 2018 and hosts a wide variety of meetings and events. This project will install an emergency standby generator to supply power to the building in the case of a general power outage.

An Invitation to Bid was published on the County Purchasing website, and advertised in the Marietta Daily Journal on October 16, 23, 30 and November 6, 2020 in accordance with Purchasing Policies. Sealed Bids were received from three responsive and responsible firms and opened on November 12, 2020. The bidders and their total bid amounts are:

Penco Electrical Contractors, Inc.	\$284,491.00
Capital City Electrical Services, LLC	\$296,500.00
Accu-Tech Electrical Contractors, LLC	\$326,500.00

Bids and Supporting Information were reviewed by Purchasing and PARKS staff, and the qualified low-cost bidder was identified as Penco Electrical Contractors, Inc. with a total bid amount of \$284,491.00.

IMPACT STATEMENT

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

FUNDING

Funding is available in the current FY21 budget as follows:

010-105-3200-8490	\$284,491.00
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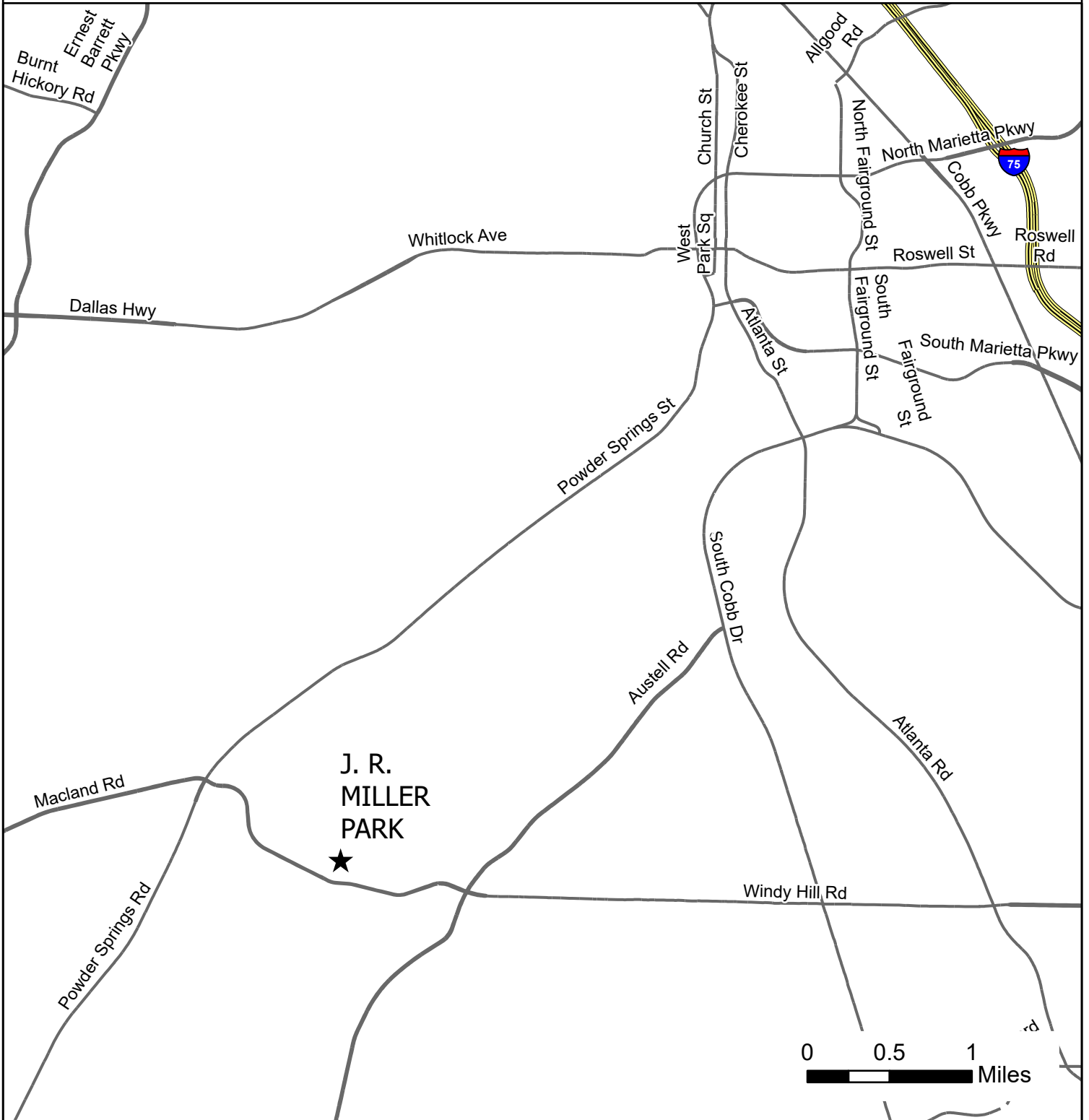
RECOMMENDATION

The Board of Commissioners approve a contract with Penco Electrical Contractors, Inc. in an amount not to exceed \$284,491.00, for construction services related to the purchase and installation of a standby generator system to serve the Jim R. Miller Park Event Center, authorize the corresponding budget transactions, and further authorize the Chairman to execute the necessary documents.

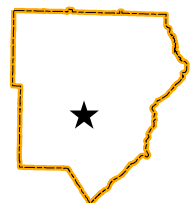
ATTACHMENTS

1. Location Map

LOCATION MAP



Jim R. Miller Park
Commission District 4





Senior Services
Jatunn Gibson, Director
Districts All

Item No. 22.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager
FROM: Jatunn Gibson, Director
DATE: December 15, 2020

PURPOSE

To authorize the transfer from the FY21 Community Services Block Grant Program to the Cobb Senior Services General Fund budget for the reimbursement of eligible grant expenditures.

BACKGROUND

Cobb Senior Services has been awarded a total of \$50,000.00 in FY21 Community Services Block Grant (CSBG) funds. These grant funds are used by Cobb Senior Services to assist in the payment of utilities, food, prescriptions, rent and health care on an emergency basis for eligible low-income seniors aged 55 years and older. CSBG is a reimbursable grant and is currently managed by the Community Development Block Grant (CDBG) Program Office. Cobb Senior Services establishes a revenue and expenditure budget for this grant within its departmental budget. After grant-eligible expenses have been paid by Cobb Senior Services, requests are submitted to the CDBG Program Office for reimbursement. Upon approval, Cobb County Finance will create a journal entry to record the reimbursement revenue to Cobb Senior Services.

IMPACT STATEMENT

The Georgia Department of Human Resources provides 100 percent of the funding for eligible CSBG projects. There is no local match required. There is also no guarantee of future funding.

FUNDING

Funding is available in 220-310-C21E-6594

Increase Revenue:	010-300-0070-4960	(Interfund Transfer In)	\$50,000.00
Increase Expense:	010-300-0070-6601	(Emergency Utility and Rent Payments)	\$50,000.00

RECOMMENDATION

The Board of Commissioners authorize the interfund transfer from the FY21 Community Services Block Grant Program to the Cobb Senior Services General Fund Budget, in the amount of \$50,000.00 for the reimbursement of eligible grant expenditures and authorize the corresponding budget transactions.

ATTACHMENTS

None



Senior Services
Jatunn Gibson, Director
Districts All

Item No. 23.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager
FROM: Jatunn Gibson, Director
DATE: December 15, 2020

PURPOSE

To approve a service agreement with Goodr Inc., to provide food delivery services to Cobb Seniors based on the ARC CARES contract with Atlanta Regional Commission from December 15, 2020 through May 31, 2021 or until funding is depleted.

BACKGROUND

On July 28, 2020, the BOC approved the Coronavirus Aid, Relief, and Economic Security (CARES) contract with the Atlanta Regional Commission to provide nutrition and supportive services to Cobb County seniors under the CARES Act from July 1, 2020 through May 31, 2021. Of the \$477,399.38 amount awarded, \$205,773.44 was allocated for nutrition services.

The pandemic has placed limitations on the ability of some seniors to travel to make food purchases. Cobb Senior Services has identified a vendor, Goodr Inc., who currently contracts with other neighboring counties, who will purchase and distribute groceries to Cobb Seniors. The delivery service will be provided to seniors who are participants of congregate centers and meals on wheels program covered under the ARC grant, at a cost of \$65 per grocery delivery packet. The groceries will be an assortment of fresh produce, meat and other shelf stable items. We are hereby requesting that the Board approve this agreement so that the delivery services can commence.

IMPACT STATEMENT

There is no impact to the General Fund.

FUNDING

Funding is available in the ARC grant fund CARES unit:

277-300-F052-6166

\$205,773.44

RECOMMENDATION

The Board of Commissioners approve a service agreement with Goodr Inc., to provide food delivery services to Cobb Seniors in an amount not to exceed \$205,773.44; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. GoodR Inc Service agreement



**License and Services Agreement
Between
Goodr, Inc.
and
Cobb County, Georgia**

This License and Services Agreement (this “*Agreement*”) is made and entered into, effective as of the last date signed below (the “*Effective Date*”) by and between **Goodr, Inc.**, a Delaware corporation, having a place of business at 691 John Wesley Dobbs Ave NE, Suite A, Atlanta, Georgia 30313 (“**Goodr**”) and **Cobb County, Georgia**, a political subdivision of the State of Georgia, having a place of business at Customer’s Address set forth below Customer’s signature to this Agreement (“*Customer*”). Goodr and Customer are sometime referred to herein, collectively, as the “*Parties*” and, individually, as a “*Party*”). Subject to and in consideration of the premises, mutual promises, conditions, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. License.

1.1. License to Use. Subject to the terms and conditions of this Agreement (including without limitation Customer’s obligation to pay all fees, the restrictions in Section 1.2 below, and any additional use restrictions set forth herein), Goodr grants to Customer a limited, non-exclusive, non-assignable, non-transferable (except to Customer’s Affiliates and as provided in Section 10.7), non-sub-licensable license for a period from the Effective Date to the termination of the Term, to access and use Goodr’s services through its online application at portal.goodr.co, including all applications and pages thereon and features, content, updates and new releases (the “*Website*”) and its mobile application entitled “Goodr” (downloadable via the Apple Store and Google Play) (the “*Mobile App*”, and collectively with the Website, the “*Application*”), for the sole purpose of requesting pickups, tracking, and reviewing surplus food diversion data from the Services (as defined herein) (the “*License*”). “*Affiliates*” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “*Control*,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. License Restrictions. Customer shall not: (i) use the Application except as expressly permitted under Section 1.1 of this Agreement; (ii) adapt, alter, publicly display, publicly perform, translate, create derivative works of, or otherwise modify the Application; (iii) sell, resell, sublicense, lease, rent, disclose, or distribute the Application; (iv) transfer the Application to any third party except as provided in Section 1.1; (v) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Application, except as permitted by applicable law; (vi) remove, alter or obscure any proprietary notices on the Application; (vii) make any copies of the Application; or (viii) allow third parties to access or use the Application, including any use in any application service provider environment, service bureau, or time-sharing arrangements.

1.3. No Right to Use Identifying Marks. No right is granted to Customer by this Agreement to use any identifying mark, such as, but not necessarily limited to, Goodr’s trademarks “Goodr”, “Feed More, Waste Less”, “DoGoodr”, its trade names, trade dress, service mark or symbol, or any simulation, contraction, abbreviation, or colorable imitation thereof without Goodr’s consent. No right is granted to Goodr to use any identifying marks, trademarks, names, logos or other intellectual property of Customer without the prior written consent of Customer, other than the use by Goodr of Customer’s name in a



single press release approved in advance in writing by Customer announcing the activations provided for in this Agreement and the posting of such press release by Goodr on Goodr's social channels.

14. *Reservation of Rights.* All rights including, without limitation, Intellectual Property rights of Goodr not expressly granted in this Agreement are reserved to Goodr. All rights, including, without limitation, Intellectual Property rights of Customer not expressly granted in this Agreement are reserved to Customer. No rights are granted to either Party by implication. The rights granted and Customer's obligations under this Agreement are not contingent on the development or delivery of any future services or functionality or features.

15. *Definitions.* As used herein, the following terms shall mean:

(a) "Documentation" means any material published or created by Goodr and distributed to Customer by Goodr in any form including, but not limited to, visually observable materials (including printed materials), audio materials, audio-visual materials, and/or computer-based materials which contains information on the Services or use of Software, including, but not limited to, instructions for the installation, setup, modification, adjustment, operation, and/or removal of Software.

(b) "Intellectual Property" means and includes any and all ideas, knowledge, inventions, improvements, trademarks, service marks, trade names, trade secrets, software, services, or copyrights, regardless of whether in analog or digital or tangible or intangible form, that may be subject to protection under the patent, trademark, copyright, trade secret or similar statutory or common law of any state, the United States or any foreign country.

2. Customer Acknowledgements.

21. *Ownership.* Customer acknowledges that Goodr is the owner of the Documentation and Application including any and all error corrections, bug fixes, patches, updates, upgrades, modifications, revision updates, or other improvements, modifications, updates and upgrades. Customer also acknowledges that the Application is protected by United States copyright laws, by laws of other nations, and by international treaties. No rights or licenses to the Application other than those expressly granted to Customer are hereby granted to Customer, regardless of whether by implication, estoppel or otherwise. No title to the underlying Intellectual Property comprising the Application, including any and all copyrights therein, and trade secrets relating thereto, are hereby transferred to Customer. Any work, deliverables, materials, software (object and source code), improvements, flow charts, specifications, designs, processes, programs, and the tangible embodiments of same, made or conceived by Goodr in connection with the Application and/or the License, shall be and remain the sole and exclusive property of Goodr.

22. *Developed Intellectual Property.* Customer hereby acknowledges and agrees that to the extent any of the services performed by Goodr, its directors, officers, employees, agents, and/or assigns under this Agreement result in the creation of any Intellectual Property that may be subject to protection under the common law of any state or under the patent, trademark, or copyright laws of the United States and/or any foreign country developed by Goodr shall be deemed to be the sole and exclusive owner of such Intellectual Property; provided, however, that no use of or reference to any Intellectual Property of Customer may be used in or in connection with any such Intellectual Property by Goodr without the prior written consent of Customer, which consent may be given or withheld by Customer in its sole and absolute discretion. Goodr shall have the sole and exclusive right to prepare, file and prosecute



applications seeking protection of any such Intellectual Property developed by Goodr in the United States and any foreign country.

3. Services. In consideration of the fees payable by Customer to Goodr hereunder, Goodr agrees to provide food procurement and distribution services which are more fully described on **Schedule A** attached hereto and incorporated herein, which may be amended in writing by the Parties from time to time, and provide Customer access to and use of Goodr's online services at the Website, as Goodr may, in its sole discretion, change such online services from time to time following notice to Customer with respect to any material changes to such services (collectively, the "**Services**").

4. Term and Fees.

4.1. Duration of Services. The period during which Goodr will provide the License and the Services to Customer (the "**Term**") will begin on the Effective Date and unless sooner terminated in the manner provided for in this Agreement, will continue through May 31, 2021.

4.2. Renewal. The Term may be renewed by the mutual written agreement of the Parties for such periods as the Parties may mutually agree (each a "**Renewal Period**"). The fees for the License and the Services, as discussed below, are subject to change at the Company's discretion following the conclusion of the Term and following the conclusion of any Renewal period, of any, and such amended fees shall apply to Customer during any subsequent Renewal Period, if any.

4.3. INTENTIONALLY LEFT BLANK

4.4. Fees. Set forth on **Schedule A**, which is incorporated herein, is a description of the compensation to be paid by Customer to Goodr in consideration of the License and the provision of the Services (the "**Fees**"). Customer will be responsible for all applicable state or local sales or use taxes, duties and other imposts, if any, due on account of the purchase by Customer of the License and the Services. Any pre-paid Fees are non-refundable. To the extent that the due date for payment of any Fee is not set forth on **Schedule A**, Goodr shall provide Customer with a written invoice for such Fee and such Fee will be due fifteen (15) calendar days from the date of receipt by Customer of the invoice.

4.5. INTENTIONALLY LEFT BLANK.

4.6. Early Termination of the Term. Customer may terminate this Agreement upon thirty (30) calendar days prior written notice to Goodr; provided, that any reasonable and necessary out-of-pocket expenses actually incurred by Goodr prior to any such termination in connection with any activations provided for in this Agreement that have not occurred shall be reimbursed to Goodr by Customer. The above notwithstanding, Goodr, in its sole discretion, may immediately terminate this Agreement upon written notice to Customer in the event that Customer (i) fails to pay an amount due to Goodr by such amount's due date as specified in this Agreement; or (ii) breaches any material provision of this Agreement and does not cure within five (5) calendar days following receipt of notice thereof by Customer from Goodr specifying such breach. In addition, Customer, in its sole discretion, may immediately terminate this Agreement upon written notice to Goodr in the event Goodr breaches any material provision of this Agreement and does not cure the same within five (5) calendar days follow receipt of notice thereof by Goodr from Customer specifying such breach.

4.7. Effect of Termination. Upon termination of this Agreement (or termination of any license granted hereunder), all rights of Customer to use the License and receive the Services will cease and: (i) all scheduled Services will be terminated; (ii) any amounts owed to Goodr under the Agreement for Services actually provided by Goodr prior to the effective date of such termination that have not already been paid to Goodr will be due and payable to Goodr in accordance with the provisions of this Agreement, or if Goodr



has received payment for Services that have not been provided by Goodr at the time of such termination, Goodr shall promptly (and in any event within thirty (30) days) refund such overpayment to Customer (minus any reasonable and necessary out-of-pocket expenses actually incurred by Goodr in connection with the activations provided for in this Agreement that have not occurred); (iii) all License rights granted under this Agreement will immediately terminate and Customer shall promptly stop all use of the Application; and (iv) Goodr's obligation to provide any Services, if in effect, will terminate; and (v) upon request by Goodr, Customer shall certify in writing to Goodr that it has returned or destroyed any Documentation provided to it by Goodr. If not timely refunded under this Agreement, Goodr will reimburse Customer for all reasonable, necessary and actual out-of-pocket costs and expenses actually incurred (including reasonable outside attorneys' fees) by Customer in collecting any refund amount due to Customer.

4.8. Survival. Sections 2 (Proprietary Rights), 4.7 (Effect of Termination), 4.8 (Survival), 6 (Limitation of Liability), 7 (Indemnity) (only for claims based on use of the Application prior to termination of the applicable License), 8 (Confidentiality), 10 (Miscellaneous) and Customer's payment obligations under the Agreement will survive the termination of the Agreement.

5. Parties' Responsibilities

5.1 Goodr Responsibilities. Goodr shall provide the grocery delivery services to individuals identified by Customer as selected on a bi-weekly basis or as needed and as set forth in Schedule A attached hereto).

5.2 Customer Responsibilities. Customer agrees to provide Goodr with reasonable access, cooperation and assistance in connection with the provision of the Services and shall provide the environment required by Goodr to complete the Services. At least five (5) business days prior to the Launch Date, Customer shall provide Goodr with Customer's grocery recipient contact information, a list of the individuals that require access to the Application, and any additional information reasonably requested by Goodr for launch of the Services. Customer will provide all necessary facilities arrangements as agreed by the Parties prior to the commencement of the Services. Customer shall be responsible for providing internet, computer, and smart phone access to its employees and agents that designated to Goodr as users of the Application. In addition, Customer will provide a Primary Point of Contact (as defined on **Schedule A**) to coordinate the Services to be rendered by Goodr. It shall also be Customer's sole responsibility to ensure that there are no dangerous or hazardous conditions at Customer's site that may adversely affect Goodr's provision of the Services or cause harm to any Goodr personnel, agents, or contractors, as well as the personnel of Customer, or any other third party directly or indirectly involved with the Services under Customer's control (the above-mentioned responsibilities are collectively referred to as "**Customer's**



Duties”). Customer shall be solely responsible for the cost of any and all rework or return visits due to Customer’s failure to satisfy its obligations hereunder, which results in inadequate site preparation.

6. Limited Warranty.

6.1. *The Limited Warranty.* Goodr warrants the Application and Services, subject to the limitations set out in **Section 6.2** below and for the Term that the Application, shall operate and Goodr shall provide the Services in substantial compliance with the Documentation.

6.2. *Limitations to the Limited Warranty.* Goodr’s warranty with respect to the Application is subject to the following limitations:

(a) IN NO EVENT SHALL GOODR HAVE ANY RESPONSIBILITY TO CORRECT ANY ERRORS OR MALFUNCTIONS OR DAMAGE RESULTING FROM CHANGES TO OR MODIFICATION OF THE APPLICATION MADE BY CUSTOMER.

(b) EXCEPT FOR THE EXCLUSIVE WARRANTIES SET FORTH IN THIS AGREEMENT, THE APPLICATION IS PROVIDED “AS IS”. NO OTHER WARRANTIES, OTHER THAN THOSE EXPRESSLY SET FORTH IN SECTION 6.1 ABOVE, EITHER EXPRESS OR IMPLIED, ARE GIVEN BY GOODR, AND ANY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND NEGATED. ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GOODR OR ITS EMPLOYEES OR CONTRACTORS SHALL CREATE A WARRANTY OR MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY. TO THE EXTENT ANY APPLICABLE LAW PROHIBITS THE DISCLAIMER OF ANY IMPLIED WARRANTIES AS SET FORTH IN THIS PARAGRAPH, THE TERM OF SUCH IMPLIED WARRANTIES IS EXPRESSLY LIMITED TO THIRTY (30) DAYS FROM THE DATE OF EFFECTIVE DATE.

(c) GOODR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE APPLICATION’S RELIABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CORRECTNESS. CUSTOMER AGREES THAT IN NO EVENT WILL GOODR BE LIABLE FOR THE RESULTS OF CUSTOMER’S USE.

(d) GOODR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN GOODR’S APPLICATION OR ITS REPORTS WILL MEET APPLICATION’S SPECIFIC BUSINESS REQUIREMENTS OR THAT IT’S OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. BECAUSE THE APPLICATION IS INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS CUSTOMER IS HEREBY ADVISED TO VERIFY CUSTOMER’S WORK. IN NO EVENT WHATSOEVER SHALL GOODR BE LIABLE TO CUSTOMER OR TO THIRD PARTIES FOR ANY DAMAGES CAUSED, IN WHOLE OR IN PART, BY THE LATE DELIVERY OR THE USE OF THE APPLICATION FOR ANY LOST REVENUES, LOST PROFITS, LOST SAVING OR OTHER DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES INCURRED BY ANY PERSON, EVEN IF GOODR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.



(e) **GOODR'S TOTAL LIABILITY TO CUSTOMER, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING OUT OF ANY DEFECT IN OR FAILURE OF THE APPLICATION SHALL BE LIMITED TO GOODR'S CORRECTION OF THE DEFICIENT SERVICES OR COMPONENT OF THE APPLICATION, WHETHER SUCH LOSS, DAMAGE, OR LIABILITY RESULTS FROM BREACH OF WARRANTY OR CONTRACT OR GOODR'S CONCURRENT OR SOLE NEGLIGENCE, IRRESPECTIVE OF WHETHER ANY CLAIM CUSTOMER ASSERTS AGAINST GOODR IS MADE IN CONTRACT, TORT, EQUITY, OR OTHERWISE. IN ANY EVENT, NEITHER PARTY'S LIABILITY FOR DAMAGES FOR ANY CAUSE OF ACTION WHATSOEVER SHALL EXCEED THE OVERALL AMOUNT OF FEES TO BE PAID BY CUSTOMER TO GOODR PURSUANT TO THIS AGREEMENT AS PROVIDED FOR IN THIS AGREEMENT.**

7. Indemnification.

7.1. Indemnification by Goodr. Goodr agrees to defend, indemnify and hold harmless Customer, its Affiliates and their respective directors, officers, shareholders, members, managers, franchisees, partners, employees, contractors and agents (collectively, "*Customer Indemnified Parties*") from and against any claim, cause of action, suit, proceeding, loss, demands, fees, expenses, fines, penalties and costs or other damages (regardless of whether arising out of contract, tort or strict liability), including costs and reasonable outside attorneys' fees, actually incurred by any Customer Indemnified Party and resulting from (i) the negligent or wrongful act or failure to act of Goodr, its employees, contractors or agents occurring in connection with this Agreement (other than any claims related to a pandemic or the potential spread of the Coronavirus/Covid-19 in connection with the activations contemplated by this Agreement, so long as any employees, contractors or agents comply with guidelines issued by the Centers for Disease Control and Customer's COVID-19 policies and procedures in all material respects), (ii) the breach by Goodr, its employees, contractors or agents of any material covenant or obligation of Goodr under this Agreement, or (iii) any material misstatement or omission in connection with any representation or warranty of Goodr under this Agreement.

7.2. Infringement Indemnification by Goodr. Goodr shall, at its own expense, indemnify, defend and hold harmless any suit or proceeding brought against Customer insofar as such suit or proceeding is based on a claim that the Application without modification by Customer infringes any Intellectual Property of any third party. Customer shall notify Goodr of any such pending suit or proceeding within five (5) business days after Customer becomes aware of any such pending suit or proceeding, and shall not settle or compromise any such suit or proceeding without prior written approval of Goodr. Upon proper notice, and if Goodr is given information regarding such suit or proceeding in

Customer's possession and reasonable assistance from Customer for the defense of the same, Goodr shall pay all damages and costs awarded in such suit or proceeding against Customer, and any and all reasonable and necessary costs or expenses actually incurred by Customer related thereto or to the defense or settlement thereof, including, but not limited to, reasonable outside attorneys' fees incurred by Customer in connection with any such suit or proceeding. In the event that any element of the Application is held to constitute an infringement and the use thereof shall be enjoined, Goodr shall, at its own expense, and at its option, either:

- (a) Procure for Customer the right to continue using the Application;
- (b) Replace the Application with a non-infringing counterpart that performs the same features and functionality as the Application; or
- (c) Modify the Application so that it becomes non-infringing, so long as the



Application maintains the same features and functionality as the latest version of the Application.

This **Section 7.2** states the entire liability of Goodr for actual or alleged Intellectual Property infringement in the Application.

8. Confidentiality.

8.1. Confidential Information. By virtue of this Agreement, the Parties may have access to information that is confidential to one another ("**Confidential Information**"). Confidential Information shall include without limitation the Application, Services, any reports or data generated by Customer's use of the Application, the terms and pricing under this Agreement, and all information identified as confidential. Any benchmarks, evaluations or other comparative reports related to the Application are included within the definition of Confidential Information insofar as the content relates to or is based on the Application. Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information. The Parties agree (a) not to use the other Party's Confidential Information for any purpose other than the implementation of this Agreement, and (b) to hold each other's Confidential Information in confidence during the Term of this Agreement and for a period of two (2) years after termination or expiration of the Term of this Agreement. The Parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement.

8.2. Required Disclosures. In the event the receiving Party is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information of the disclosing Party, the receiving Party shall use commercially reasonable efforts to: (i) promptly give notice, if permitted, to the disclosing Party in order to enable the disclosing Party to seek a protective order or other remedy; (ii) consult with the disclosing Party with respect to the scope of the request or legal process to the extent possible; and (iii) limit any such disclosure to the extent necessary and required.

9. Insurance. Goodr shall take out and maintain during the Term and any Renewal Period the following minimum insurance at its expense covering locations where Goodr is to perform the Services on Customer's premises: (i) Workers' Compensation – as required by the statute of states where services are being performed; (ii) Comprehensive General Liability Insurance – \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (iii) Automobile Liability Insurance – \$1,000,000 per occurrence, bodily



injury and property damage combined. Nothing in this agreement shall be deemed to preclude Goodr from selecting a new insurance carrier or carriers or obtaining new or amended policies at any time, as long as the above insurance coverage and limits are maintained. Goodr agrees to provide Customer with a certificate(s) of insurance evidencing such coverage and showing Customer as an additional insured under the policies specified in (ii) and (iii) above prior to commencement of the Services.

10. Miscellaneous Provisions.

10.1. Entire Agreement. This Agreement and each attachment hereto, which are hereby incorporated into this Agreement by reference, embody the entire understanding among the Parties pertaining to the subject matter hereof, and all prior agreements and understandings of the Parties, whether written or oral, are superseded. This Agreement may not be amended, changed or modified except in writing executed by all Parties. This Agreement is binding upon, will inure to the benefit of, and will be enforceable by and against each of the Parties and their respective successors and permitted assigns. This Agreement may be executed in multiple counterparts, each of which will constitute an original and all of which will constitute one agreement. If this Agreement is signed and transmitted by facsimile or other form of electronic transmission, it will be treated as an original document. Each of the Parties agrees to execute, deliver, acknowledge or supply such further documents, instruments and assurances as are reasonably necessary or appropriate to carry out the full intent and purposes of this Agreement. Any person executing this Agreement in a representative capacity on behalf of any Party, hereby represents and warrants to the other Parties that it has implied or express authority to enter into this Agreement on behalf of such Party which it represents.

10.2. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

10.3. Independent Contractors. The Parties are and shall at all times during the Term or any Renewal Period under this Agreement be and remain independent contractors, and neither Customer nor Goodr shall at any time be deemed to be the agent, employee, partner or legal representative of the other Party for any purpose. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture, or agency between Customer and Goodr.

10.4. Headings, No Third-Party Rights, and Waiver. The terms and provisions of this Agreement are intended solely for the benefit of each Party hereto and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. The waiver of any breach of any covenant or condition of this Agreement shall not hinder or otherwise prevent the subsequent enforcement of said covenant or condition.

10.5. Notices. All notices, consents, acknowledgments, requests or other communications required or permitted hereunder must be in writing and delivered by: (i) hand delivery; (ii) a nationally recognized overnight delivery service; (iii) United States mail, certified, postage prepaid, and return receipt requested; or (iv) facsimile or other electronic form of transmission. The addresses of the Parties for delivery of any such notices, consents, acknowledgments, requests or other communications are set forth under the signatures of their authorized representatives, provided that any Party may change its address by giving notice to the other Party in accordance with this Section. Notices, consents, requests,



acknowledgments or other communications will be deemed delivered and received when actually hand delivered if sent by method number (i) above; the next business day after if sent by method number (ii) above; three (3) days after mailing if sent by method number (iii) above; and the next business day after receipt, if sent by method number (iv) above..

10.6. Full Power and Authority. Each Party represents that it has full power and authority to enter into and perform this Agreement, and that the person signing this Agreement on its behalf had been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

10.7. Assignment. Neither Party to this Agreement is entitled to assign, delegate or sublet this Agreement or any of its rights or obligations under this Agreement to any third party, either voluntarily or involuntarily, without the consent of the other Party, which consent may be withheld in the consenting Party's sole discretion.

10.8. Force Majeure. Neither Party shall be liable to the other Party for any loss or damage which may be suffered by the other Party due to a delay in performance or a failure to perform caused by an event beyond the other Party's reasonable control, including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, hurricane, drought, lightning or fire, act or omission of government, highway authorities or other competent authority, production or supply of services by third parties. This paragraph shall not apply with respect to the payment of any fee or other amount owed to Goodr by Customer pursuant to this Agreement.

10.9. Governing Law and Jurisdiction. This Agreement will be governed and construed solely and exclusively under the laws of the State of Georgia, irrespective of any conflict of law provisions, or any other provisions that would result in the application of a different body of law. Any and all disputes, actions or proceedings arising from or relating to this Agreement must be brought in federal or state court in Cobb County, Georgia, and each Party hereby irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief, wherever it deems appropriate, to protect or enforce its rights hereunder, in addition to any remedies available to such Party at law.

10.10. Time. Time is of the essence to this Agreement. In computing any period of time prescribed or allowed by this Agreement, the day of the act, event or default from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, a Sunday or a legal holiday according to the law of Georgia in which event the period will run until the end of the next day which is not a Saturday, Sunday or a legal holiday.

[Signatures on next page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives effective as of the Effective Date first set forth above.

GOODR, INC.:

COBB COUNTY, GEORGIA

DocuSigned by:
By: Lynnette McKissic
E87C62608C6D4CA...
Lynnette McKissic, VP | Operations
Date: 12/8/2020

By: _____
Name, Title: Michael H. Boyce, Commission Chairman
Date: _____
Address:

Schedule A

Services and Fees

Description of Services:

- Prepare and distribute groceries for at least 100 families weekly and as grant funding permits
 - Recipients will be provided by Customer to Goodr.
 - Information needed
 - First Name
 - Last Name
 - Address
 - Telephone number
 - Dietary restrictions (ex. Low sodium)
 - Any special delivery instructions (ex. Gate Code)
 - Grocery package includes:
 - Fresh Produce
 - 1 Meat / Seafood
 - Milk
 - Bread
 - Eggs
 - Snacks
 - Canned Goods
 - Pasta Sauce
 - Pasta
 - Breakfast Meat
 - Breakfast Cereal
(Hot and/or cold)
 - Beverage
 - Starch (Rice,
Mashed Pot., etc.)
 - Skillet meal

- Provide detailed recap impact report

Fees:

- \$65 per grocery package, invoiced on a weekly or monthly basis
- In the event a grocery recipient confirms availability to receive groceries during the specified period and does not answer the door when the driver arrives, Goodr will take the groceries to the nearest Cobb County Senior Facility.

Cobb County, Georgia

Department of Senior Services

Point of Contact

Name: Jobcy Alexander

Title: Manager of Nutrition Services

Email: Jobcy.alexander@cobbcounty.org

Cell: 678-557-1546

Address:

1150 Powder Springs Street
Marietta, GA 30064



Information Services

Kimberly Lemley, Director

Districts All

Item No. 24.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Kimberly Lemley, Director
Sharon Stanley, Agency Director

DATE: December 15, 2020

PURPOSE

To authorize the Purchasing Director to purchase technology greater than \$100,000.00, under provisions of Georgia Department of Administrative Services Contract SWC99999-SPD-SPD0000060-0002 with Presidio Networked Solutions LLC, for a Security Information and Event Management (SIEM) solution.

BACKGROUND

On February 13, 2018, the Board of Commissioners approved appropriation of Fund Balance for cyber security purchases for the County to implement a modern, multi-layered cyber security architecture.

On March 13, 2018, the Board of Commissioners authorized the purchase of computer software, hardware, and managed security services to improve the County's cyber security posture.

To continue to strengthen the County's cyber defense and protect the County from cyber threats, the purchase of a new SIEM is required. The new solution will replace the existing legacy SIEM, increase the number of licenses from 500 to 5,000, and will include essential data monitoring capabilities.

A SIEM provides a holistic view of an organization's information security in real-time and enables the Information Services team to be proactive in the fight against cyber security threats. The County's legacy SIEM was purchased in 2013, is reaching its end of life and will no longer be supported by the vendor. Additionally, the exponential growth in data passing through the network impacts the current SIEM by reducing its effectiveness in monitoring the County's data flow.

SIEM solutions are available to purchase from various contracts or price agreements with the U.S. General Services Administration, State of Georgia Department of Administrative Services, Georgia Technology Authority, or any State of Georgia agency. Information Services requested quotes from three (3) eligible vendors, Insight Public Sector, Presidio Networked Solutions LLC and SHI International Corp. Presidio submitted the lowest quote in the amount of \$190,303.04.

In accordance with the current Policy on Procurement and Contract Management, as amended by the Board on January 14, 2020, approval of the Board of Commissioners is required to purchase goods and services greater than \$100,000.00 through contracts or price agreements with the U.S. General Services Administration, Georgia Department of Administrative Services, Georgia Technology Authority, or any State of Georgia agency.

IMPACT STATEMENT

Annual maintenance and support for the new SIEM is estimated to be \$34,269.39 beginning in FY 2024. This requires the Cyber Security Project maintenance budget to increase by \$15,253.19 (from \$317,404.00 to \$332,657.19) by FY 2024 to include sufficient funding for SIEM support.

A portion of the required \$15,253.19 will come from the legacy SIEM maintenance (\$8,086.00). The remaining amount (\$7,167.19) for FY 2024 and beyond, will be requested within the normal biennial budget process.

FUNDING

Available in the Capital Projects Fund 380, Cyber Security Project, Unit 4538as follows:

380-035-4538-6491	(Cyber Security Project Maintenance)	\$190,303.04
-------------------	--------------------------------------	--------------

RECOMMENDATION

The Board of Commissioners authorize the Purchasing Director to purchase a SIEM solution, in an amount not to exceed \$190,303.04, under provisions of Georgia Department of Administrative Services contract SWC99999-SPD-SPD0000060-0002 with Presidio Networked Solutions LLC; and further authorize the corresponding budget transactions.

ATTACHMENTS

None



Purchasing

Stephanie Brice, Interim Director

Districts All

Item No. 25.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Stephanie Brice, Interim Director

DATE: December 15, 2020

PURPOSE

To approve a contract with Land Pride and Woods Equipment Co. for implements, attachments, and related products.

BACKGROUND

Cobb County Government participates in programs of the OMNIA Partners, Public Sector (OMNIA) cooperative purchasing program. OMNIA Partners, Public Sector is a purchasing organization that assists public agencies in reducing the cost of purchased goods and services through pooling the purchasing power of public agencies nationwide. With input from participating public agencies throughout the country, products and services are identified to be competitively solicited on behalf of OMNIA by a governmental entity serving as the "lead agency." Cobb County offered to serve as the lead agency in developing a competitive solicitation for the specified equipment.

In compliance with Cobb County purchasing policies, the Purchasing Department publicly advertised and issued the national solicitation. The solicitation required detailed discount pricing for various categories, and responses to questions to determine nationwide servicing and delivery capability.

Three proposals were received and evaluated by the evaluation committee. The following individuals served on the evaluation committee for this solicitation: Stephanie Brice, Purchasing; Mackie Temple, PARKS; Mark Reida, Department of Transportation; Corey Harrison, Department of Transportation; and Bill Thomas, Cobb Douglas Public Health.

The term of the contract is for one year with four one-year extension options. Prices are fixed for the first year. Subsequent price adjustments are subject to Cobb County's response to requests based upon producer/consumer market indexes and/or documented manufacturer price adjustments.

Approval of this contract does not represent any obligation on the part of Cobb County Government. Cobb County has a choice at any time to either bid for this equipment or to use this competitively bid contract. Cobb County will over the course of the contract earn a contract administrative fee based upon the contract's

utilization value.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve the award of a contract with Land Pride and Woods Equipment Co. for implements, attachments, and related products that will be available to Cobb County Government but also, on a national level, to all state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit under the auspices of the OMNIA Partners, Public Sector cooperative purchasing program (formerly U.S. Communities), and to authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Community Development

Jessica Guinn, Agency Director

District 4

Item No. 26.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Jessica Guinn, Agency Director

DATE: December 15, 2020

PURPOSE

To approve annexation notices of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding three (3) petitions for annexation of a 1.1143, 0.83 and 2.6525 acre tracts located at 1953, 1960 & 2021 Watkins Road, respectively, into the City of Smyrna.

BACKGROUND

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

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve annexation notices of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding three (3) petitions for annexation of Land Lot 0685, 17th District, parcels 0005, 0002 and 0004, 2nd Section, located on 1.1143, 0.83 and 2.6525 acre tracts located at 1953, 1960 & 2021 Watkins Road, respectively, into the City of Smyrna.

ATTACHMENTS

1. Non-Objection_1953_Watkins_Rd_2020-11
2. Non-Objection_1960_Watkins_Rd_2020-11
3. Non-Objection_2021_Watkins_Rd_2020-11
4. Report_1953_Watkins_Rd_Smyrna_2020-11
5. Report_1960_Watkins_Rd_Smyrna_2020-11
6. Report_2021_Watkins_Rd_Smyrna_2020-11
7. Sketch_Map_1953_Watkins_Rd_2020-11
8. Sketch_Map_1960_Watkins_Rd_2020-11
9. Sketch_Map_2021_Watkins_Rd_2020-11

[BOC Letterhead]

CERTIFIED MAIL
7014 1820 0000 0594 0986

[Month] [Day], [Year]

The Honorable Derek Norton, Mayor
City of Smyrna
City Hall
P.O. Box 1226 / 2800 King Street
Smyrna, Georgia 30080

Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0005, 2nd Section, 1953 Watkins Road, Cobb County, Georgia; Notice of Non-Objection.

Dear Mayor Norton:

We are in receipt of the above-referenced annexation and rezoning request. Please accept this response to the annexation proposal for 1953 Watkins Road. The subject property is currently zoned Heavy Industrial (HI) and is within an area identified as Industrial Compatible (IC) according to the Cobb County Future Land Use Map. The application indicates the site will be rezoned to Light Industrial (LI) and be utilized for residential use. Based on our HB 489 Intergovernmental Agreement, this is a non-objectionable request.

In summary, please accept this letter as the County's formal **notice of non-objection** to the proposed annexation. Please see the attached comments from the *[List Department(s)]*. Should you have any questions or need any additional information, please contact Jason Gaines, Planning and Economic Development Division Manager, at (770) 528-2018.

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0005, 2nd Section, 1953
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

Sincerely,

Michael H. Boyce, Chairman

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0005, 2nd Section, 1953
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

[signature page continued]

Sincerely,

Keli Gambrill, District 1 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0005, 2nd Section, 1953
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

[signature page continued]

Sincerely,

Bob Ott, District 2 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0005, 2nd Section, 1953
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

[signature page continued]

Sincerely,

JoAnn K. Birrell, District 3 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0005, 2nd Section, 1953
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

[signature page continued]

Sincerely,

Lisa Cupid, District 4 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0005, 2nd Section, 1953
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

Sincerely,

JoAnn K. Birrell, Vice Chairman

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
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Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna

[BOC Letterhead]

CERTIFIED MAIL
7014 1820 0000 0594 0993

[Month] [Day], [Year]

The Honorable Derek Norton, Mayor
City of Smyrna
City Hall
P.O. Box 1226 / 2800 King Street
Smyrna, Georgia 30080

Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0002, 2nd Section, 1960 Watkins Road, Cobb County, Georgia; Notice of Non-Objection.

Dear Mayor Norton:

We are in receipt of the above-referenced annexation and rezoning request. Please accept this response to the annexation proposal for 1953 Watkins Road. The subject property is currently zoned Heavy Industrial (HI) and is within an area identified as Industrial Compatible (IC) according to the Cobb County Future Land Use Map. The application indicates the site will be rezoned to Light Industrial (LI) and be utilized for residential use. Based on our HB 489 Intergovernmental Agreement, this is a non-objectionable request.

In summary, please accept this letter as the County's formal **notice of non-objection** to the proposed annexation. Please see the attached comments from the *[List Department(s)]*. Should you have any questions or need any additional information, please contact Jason Gaines, Planning and Economic Development Division Manager, at (770) 528-2018.

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0002, 2nd Section, 1960
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

Sincerely,

Michael H. Boyce, Chairman

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0002, 2nd Section, 1960
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

[signature page continued]

Sincerely,

Keli Gambrill, District 1 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0002, 2nd Section, 1960
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

[signature page continued]

Sincerely,

Bob Ott, District 2 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0002, 2nd Section, 1960
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

[signature page continued]

Sincerely,

JoAnn K. Birrell, District 3 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
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H. William Rowling, Jr., County Attorney- VIA E-mail
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Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0002, 2nd Section, 1960
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

[signature page continued]

Sincerely,

Lisa Cupid, District 4 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
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Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0002, 2nd Section, 1960
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

Sincerely,

JoAnn K. Birrell, Vice Chairman

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
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Joey Staubes, Planner II, City of Smyrna

[BOC Letterhead]

CERTIFIED MAIL
7014 1820 0000 0594 1006

[Month] [Day], [Year]

The Honorable Derek Norton, Mayor
City of Smyrna
City Hall
P.O. Box 1226 / 2800 King Street
Smyrna, Georgia 30080

Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0004, 2nd Section, 2021 Watkins Road, Cobb County, Georgia; Notice of Non-Objection.

Dear Mayor Norton:

We are in receipt of the above-referenced annexation and rezoning request. Please accept this response to the annexation proposal for 1953 Watkins Road. The subject property is currently zoned Heavy Industrial (HI) and is within an area identified as Industrial Compatible (IC) according to the Cobb County Future Land Use Map. The application indicates the site will be rezoned to Light Industrial (LI) and be utilized for residential use. Based on our HB 489 Intergovernmental Agreement, this is a non-objectionable request.

In summary, please accept this letter as the County's formal **notice of non-objection** to the proposed annexation. Please see the attached comments from the *[List Department(s)]*. Should you have any questions or need any additional information, please contact Jason Gaines, Planning and Economic Development Division Manager, at (770) 528-2018.

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0004, 2nd Section, 2021
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

Sincerely,

Michael H. Boyce, Chairman

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
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Joey Staubes, Planner II, City of Smyrna

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Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

[signature page continued]

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Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

[signature page continued]

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Bob Ott, District 2 Commissioner

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Joey Staubes, Planner II, City of Smyrna

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Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

[signature page continued]

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JoAnn K. Birrell, District 3 Commissioner

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Brian Johnson, Senior Associate County Attorney, VIA E-mail
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Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0004, 2nd Section, 2021
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

[signature page continued]

Sincerely,

Lisa Cupid, District 4 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
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Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna

**Re: Petition for Annexation– Land Lot 0685,17th District, Parcel 0004, 2nd Section, 2021
Watkins Road, Cobb County, Georgia; Notice of Non-Objection.**

Sincerely,

JoAnn K. Birrell, Vice Chairman

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
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Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Rusty Martin, Director of Community Development, City of Smyrna
Joey Staubes, Planner II, City of Smyrna



Cobb County Community Development Agency
Planning Division
Annexation Analysis

Report Prepared by: Jay Northrup, Intergovernmental Coordinator
Deadline for Response to City: December 8, 2020

BOC Commissioner District: 4 (Cupid)

BOC Agenda Deadline: December 15, 2020 meeting

City of Annexation: Smyrna

Applicant: Annexation – Estate of Ruby Estelle Henry, Anthony Andrew Jackson Henry, Executor
Rezoning – The property is zoned HI. Smyrna does not have an HI zone. It will be zoned LI, in that it is the closest corresponding zone.

Property Location: 1953 Watkins Road

Land Lot/District: 0658/17th

PID(s): 17068500050

Acreage: 1.1143 acres

Road Access: Watkins Road

Current County Zoning: HI

Proposed City Zoning: LI

Proposed Use: Residential

Proposed Density: N/A

Future Land Use Designation: Industrial Compatible (IC)

Consistent with HB 489 LUA: Yes

Comments: This parcel has the necessary contiguity for annexation. This is an industrial use for which density is not applicable. Annexation of the subject parcel would not create a new island, and there are no Cobb County facilities on it. LI zoning is unobjectionable for a parcel located in an Industrial Compatible future land use category and is considered to be a downzoning in accordance with Exhibit A and Section 4 (respectively) of the Intergovernmental Agreement pertaining to land use.

Recommendation: Non-Objection



Cobb County Community Development Agency
Planning Division
Annexation Analysis

Report Prepared by: Jay Northrup, Intergovernmental Coordinator
Deadline for Response to City: December 8, 2020

BOC Commissioner District: 4 (Cupid)

BOC Agenda Deadline: December 15, 2020 meeting

City of Annexation: Smyrna

Applicant: Annexation – Estate of Betty J. Chastain, T. R. Chastain, Executor; Rezoning – The property is zoned HI. Smyrna does not have an HI zone. It will be zoned LI, in that it is the closest corresponding zone.

Property Location: 1960 Watkins Road

Land Lot/District: 0658/17th

PID(s): 17068500020

Acreage: 0.83 acres

Road Access: Watkins Road

Current County Zoning: HI

Proposed City Zoning: LI

Proposed Use: Residential

Proposed Density: N/A

Future Land Use Designation: Industrial Compatible (IC)

Consistent with HB 489 LUA: Yes

Comments: This parcel has the necessary contiguity for annexation. This is an industrial use for which density is not applicable. Annexation of the subject parcel would not create a new island, and there are no Cobb County facilities on it. LI zoning is unobjectionable for a parcel located in an Industrial Compatible future land use category and is considered to be a downzoning in accordance with Exhibit A and Section 4 (respectively) of the Intergovernmental Agreement pertaining to land use.

Recommendation: Non-Objection



Cobb County Community Development Agency
Planning Division
Annexation Analysis

Report Prepared by: Jay Northrup, Intergovernmental Coordinator
Deadline for Response to City: December 8, 2020

BOC Commissioner District: 4 (Cupid)

BOC Agenda Deadline: December 15, 2020 meeting

City of Annexation: Smyrna

Applicant: Annexation – Estate of Virginia Nix Wheeler, Donald Ray Wheeler and Linda Grace Wheeler Bennett, co-Executors; Rezoning – The property is zoned HI. Smyrna does not have an HI zone. It will be zoned LI, in that it is the closest corresponding zone.

Property Location: 2021 Watkins Road

Land Lot/District: 0658/17th

PID(s): 17068500040

Acreage: 2.6525 acres

Road Access: Watkins Road

Current County Zoning: HI

Proposed City Zoning: LI

Proposed Use: Residential

Proposed Density: N/A

Future Land Use Designation: Industrial Compatible (IC)

Consistent with HB 489 LUA: Yes

Comments: This parcel has the necessary contiguity for annexation. This is an industrial use for which density is not applicable. Annexation of the subject parcel would not create a new island, and there are no Cobb County facilities on it. LI zoning is unobjectionable for a parcel located in an Industrial Compatible future land use category and is considered to be a downzoning in accordance with Exhibit A and Section 4 (respectively) of the Intergovernmental Agreement pertaining to land use.

Recommendation: Non-Objection

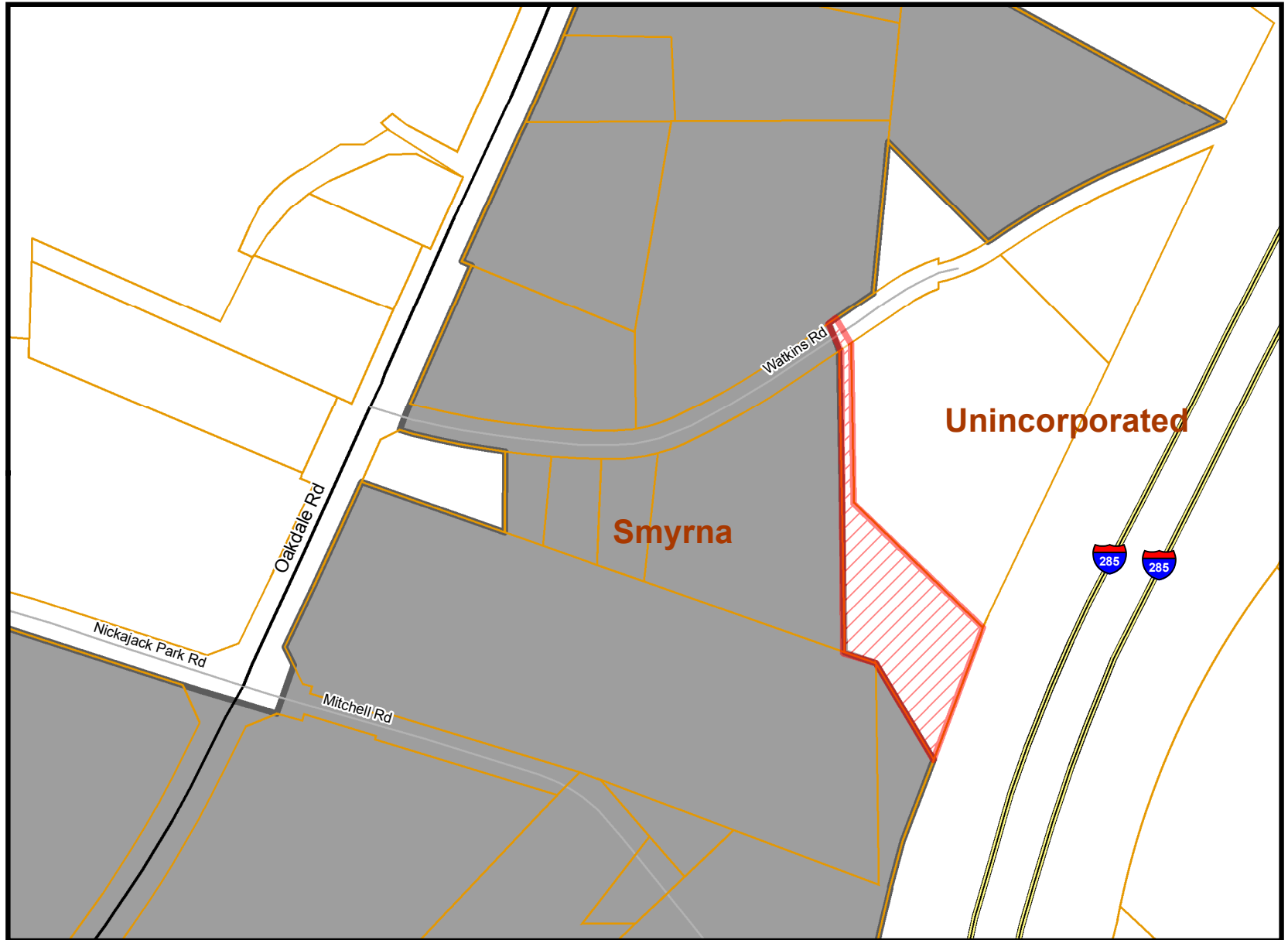
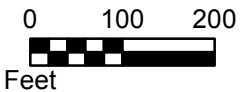
De/Annexation Location Map

November 2020

17th District
Land Lot 0685
Parcels 0005

Legend

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



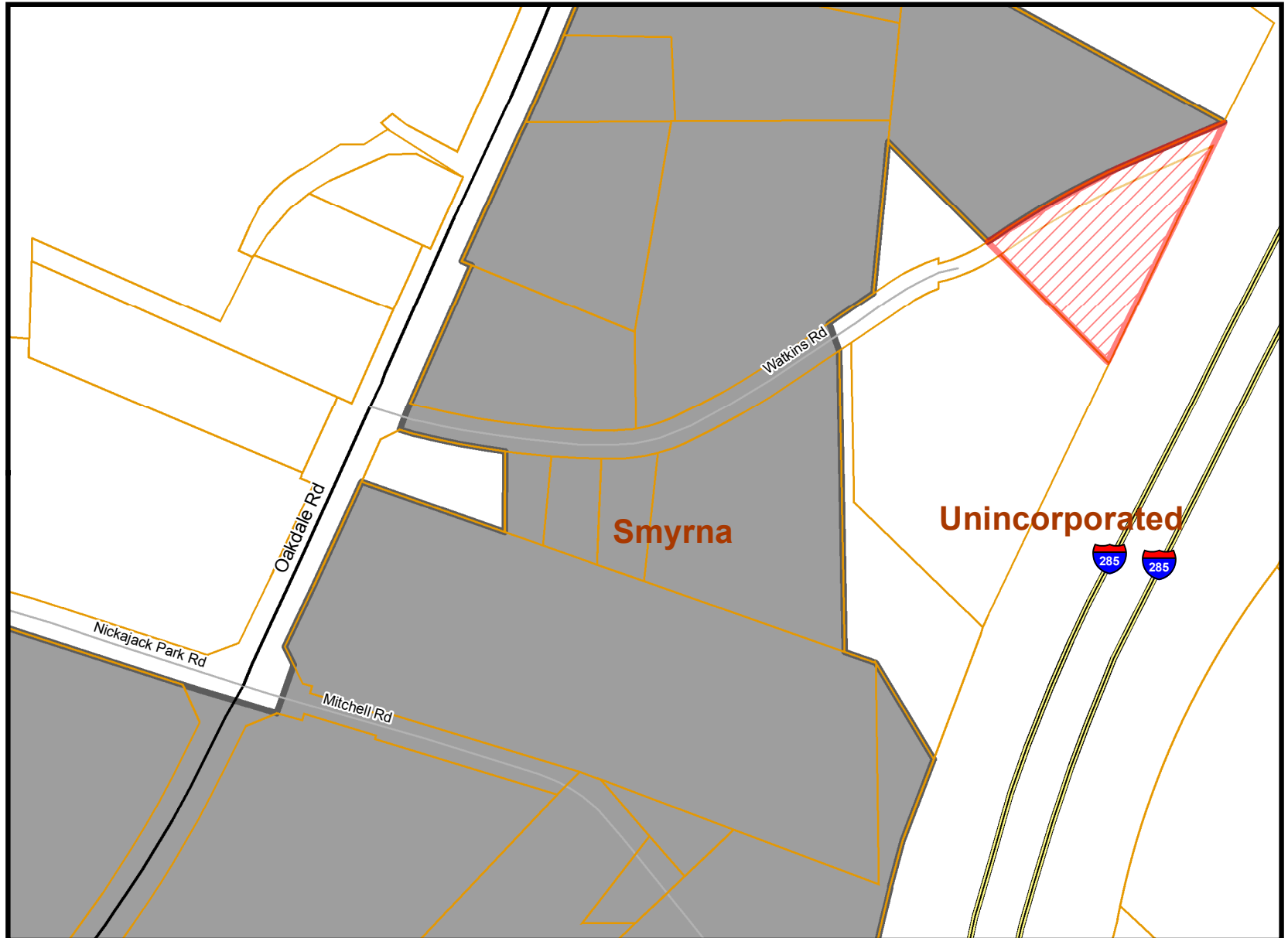
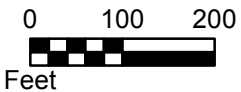
De/Annexation Location Map

November 2020

17th District
Land Lot 0685
Parcels 0002

Legend

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



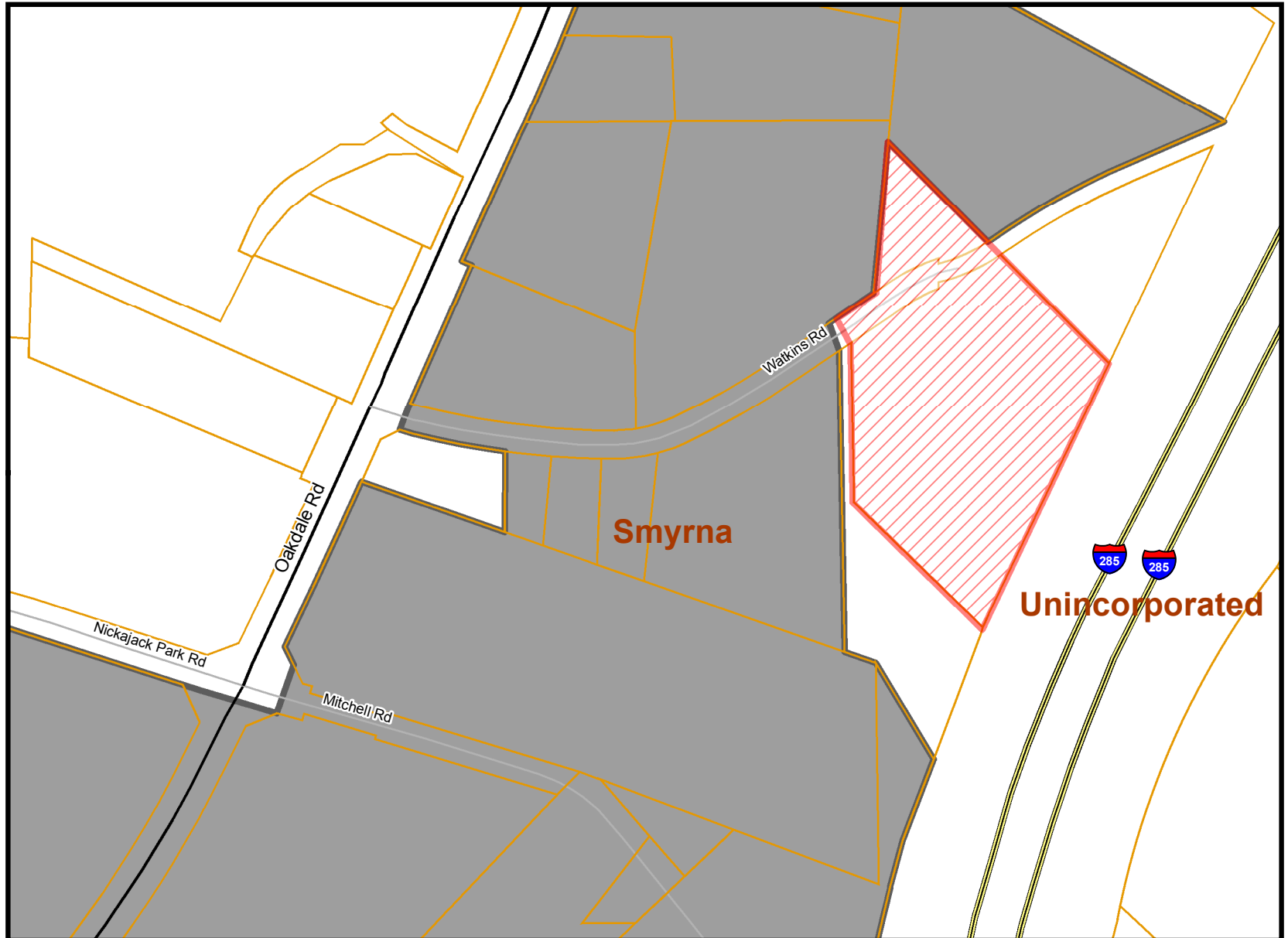
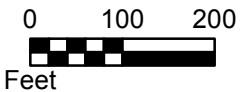
De/Annexation Location Map

November 2020

17th District
Land Lot 0685
Parcels 0004

Legend

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





Community Development

Jessica Guinn, Agency Director

District 2

Item No. 27.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Jessica Guinn, Agency Director

DATE: December 15, 2020

PURPOSE

To approve a annexation notice to the City of Marietta and the Georgia Department of Community Affairs regarding withdrawal of the request for the formation of an arbitration panel to hear the County objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of a 0.464 acre tract located at 492 Meadowbrook Drive, into the City of Marietta.

BACKGROUND

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

IMPACT STATEMENT

N/A

FUNDING

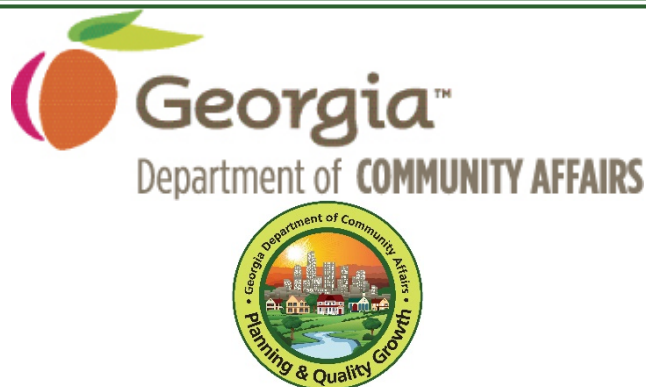
N/A

RECOMMENDATION

The Board of Commissioners approve a annexation notice to the City of Marietta and the Georgia Department of Community Affairs regarding withdrawal of the request for the formation of an arbitration panel to hear the County objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of Land Lot 0649, 17th District, parcel 0102, 2nd Section, located on a 0.464 acre tract located at 492 Meadowbrook Drive, into the City of Marietta.

ATTACHMENTS

1. DCA_Arbitration_panel_withdrawal_Letter_492_Meadowbrook_Dr_2020-10
2. Objection_Withdrawal_Letter_492_Meadowbrook_Dr_w_BSJ_Edits_2020-10



**FORM FOR WITHDRAWAL OF OBJECTION TO ANNEXATION
& REQUEST FOR ARBITRATION PANEL**

I. NOTICE

We the undersigned, as duly appointed representatives of

COBB County,

hereby notify the Georgia Department of Community Affairs that we have, by majority vote, notified the

City of **Marietta**

that we have dropped our objection to an annexation of land and request for an Arbitration Panel as provided by O.C.G.A. Section 36-36-110-119 et seq.

Attach the notification letter to this form..

We understand and acknowledge that it shall be the responsibility of the Parties to the Annexation dispute to record any deed or zoning restrictions agreed to concerning the subject property, and notify all parties, including any duly-appointed arbitration panelists, of the withdrawal of the objection.

II. LEGAL DESCRIPTION- LAND LOT, DISTRICT, SECTION, BLOCK AND LOT(S) / ADDRESS OF SUBJECT PROPERTY:

All THAT TRACT or parcel of land lying and being in Land Lot 649 of the 17th District, 2nd Section, Cobb County, Georgia, being Lot 39 of Meadowbrook Subdivision, Section No. One, as per plat recored in Plat Book 13, Page 51, Cobb County Georgia records, which plat is incorporated herin by reference and made a part of this description, LESS AND EXCEPT the portion of the above-described property conveyed by Shan Pon chan to Cobb County, Georgia in Right of Way Deed dated 4/1/94, recorded in Deed Book 8262, Page 186, Cobb County, Georgia records.

Mail, Fax or Email this form to: **GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS**
 60 Executive Park South, NE
 Atlanta, Georgia 30329
HB2B **Fax: 404-679-0646 Email: pemd.opgga@dca.ga.gov**

December 15, 2020

The Honorable Steve Tumlin
Mayor, City of Marietta
205 Lawrence Street
Marietta, Georgia 30060

Re: Petition for Annexation– Land Lot 0649, 17th District, Parcel 0102, 2nd Section, 492 Meadowbrook Drive, Cobb County, Georgia; Withdrawal of Objection.

Dear Mayor Tumlin:

On November 27, 2020, Cobb County sent an official notice of objection to the City of Marietta pursuant to our HB 489 agreement for properties known as Land Lot 0649, in the 17 District, parcel 0102, 2nd Section, Cobb County, Georgia. On November 23, 2020, the City of Marietta received a letter from the applicant withdrawing the annexation request for 492 Meadowbrook Drive. The associated zoning case, Z2020-34, has been tabled to the City's hearings in January, and will not contain 492 Meadowbrook Drive.

Without the annexation application, Cobb County can no longer object through the process available through O.C.G.A.36-36-110 to 119; however, in that the applicant is still moving forward with the rezoning for the associated property in the City, concerns regarding necessary improvement to Meadowbrook Drive resulting from the proposed multi-use development remain unaddressed. The County would like to go on record opposing the rezoning until those issues can be resolved. Please include this letter in the record for zoning case Z2020-34.

In regard to the now-withdrawn application for annexation, the Cobb County Board of Commissioners is requesting of the Georgia Department of Community to withdraw its request for an arbitration panel for the above-stated petition for annexation. If you have any further question please feel free to contact Jason Gaines, Planning and Economic Development Division Manager, Community Development Department, at (770) 528-2018 or Jason.gaines@cobbcounty.org.

Re: Petition for Annexation– Land Lot 0649, 17th District, Parcel 0102, 2nd Section, 492 Meadowbrook Drive, Cobb County, Georgia; Withdrawal of Objection.

Sincerely,

Michael H. Boyce, Chairman

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Rusty Roth, Planning & Zoning Director, City of Marietta
Shelby Little, Planning and Zoning Manager, City of Marietta
Jon West, Senior Planner, Local & Intergovernmental Programs,
Georgia Department of Community Affairs – VIA E-mail
Juli M. Yoder, Planner / Local & Intergovernmental Programs
Georgia Department of Community Affairs – VIA E-mail

Re: Petition for Annexation– Land Lot 0649, 17th District, Parcel 0102, 2nd Section, 492 Meadowbrook Drive, Cobb County, Georgia; Withdrawal of Objection.

[signature page continued]

Sincerely,

Bob Ott, District 2 Commissioner

cc: Jackie McMorris, County Manager – VIA E-mail
James Gisi, Deputy County Manager – VIA E-mail
H. William Rowling, Jr., County Attorney- VIA E-mail
Brian Johnson, Senior Associate County Attorney, VIA E-mail
Jessica Guinn, Community Development Director – VIA E-mail
Jason Gaines, Planning Division Manager – VIA E-mail
Pamela Mabry, County Clerk – Via E-Mail
Rusty Roth, Planning & Zoning Director, City of Marietta
Shelby Little, Planning and Zoning Manager, City of Marietta
Jon West, Senior Planner, Local & Intergovernmental Programs,
Georgia Department of Community Affairs – VIA E-mail
Juli M. Yoder, Planner / Local & Intergovernmental Programs
Georgia Department of Community Affairs – VIA E-mail



Community Development

Jessica Guinn, Agency Director

District 2

Item No. 28.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Jessica Guinn, Agency Director

DATE: December 15, 2020

PURPOSE

To approve a Business Investment Grant for *Creative Critique, Inc.* from the Cobb County Entrepreneurship & Innovation Incentive Program.

BACKGROUND

The Board of Commissioners approved the Entrepreneurship and Innovation Incentive Program (Official Code of Cobb County Section 2-169) on February 27, 2018 and subsequently approved the Entrepreneurship and Innovation Grant Program Guidelines and Procedures in April 2019. The Cobb Innovation Grant Fund was created using a \$50,000.00 contribution provided by the Development Authority of Cobb County in July 2018 and another \$50,000.00 contribution was approved in September 2019 in support of eligible businesses to aid them in growing their business, creating jobs, and maintaining their presence in the County.

The Entrepreneurship & Innovation Committee has reviewed the application and supporting documents submitted by *Creative Critique, Inc.* and determined that they are an eligible recipient of these funds based on the following incentive eligibility criteria: a) agree to remain in Cobb County for three years after the expiration date of the incentive agreement, b) be an existing business in Cobb County. In addition, they will enter into a contractual agreement that includes provisions for recapture or reimbursement of grant incentive funds should the terms of the contract be violated and also includes the terms of how the grant should be used, which in this case, is towards company marketing and events.

IMPACT STATEMENT

This is a pass-through grant funded entirely by the Development Authority of Cobb County (DACC). Funds have been received in anticipation of this grant award process. There is no financial impact to the County.

FUNDING

Funding is available in the Grant Fund as follows:

270-030-L014-6574	\$10,000.00
-------------------	-------------

RECOMMENDATION

The Board of Commissioners approve a grant award in the amount of \$10,000.00 from the Entrepreneurship and Innovation Grant Program to *Creative Critique, Inc.*; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Creative Critique agreement
2. First Two Pages of Creative Critique application
3. Innovation guidelines and procedures - v5 (consolidated)

**COBB COUNTY ECONOMIC DEVELOPMENT
ENTREPRENEURSHIP AND INNOVATION GRANT AGREEMENT**

THIS AGREEMENT, entered this ____ day of _____, 2020, by and between Cobb County (“County”), by and through Cobb County Economic Development (“Economic Development”) and by Dillon’s Critique, Inc. (“Grant Recipient”).

WHEREAS, Economic Development is a County division that aids existing business investment and early-stage venture growth, attracts industries, and supports entrepreneurial development; and,

WHEREAS, Grant Recipient has a project to expand its existing Cobb County business; and,

WHEREAS, Grant Recipient was selected to receive the Cobb County Entrepreneurship and Innovation Grant through the procedures duly adopted by Economic Development; and,

NOW THEREFORE, County and Grant Recipient, for the consideration and under the conditions hereinafter set forth, agree as follows:

1. **Approved Grant.** Grant funds are provided subject at all times to all provisions of the Entrepreneurship and Innovation Grant Program Guidelines (“Guidelines”), attached as Exhibit A. Grant funds are provided for the project (“Project”) described in Grant Recipient’s Grant Application (“Application”), attached as Exhibit B, and incorporated herein by reference, and additional terms, if any, imposed on Grant Recipient (“Additional Terms”), attached as Exhibit C.
2. **Grant Award.** Grant funds in an amount of Ten Thousand (\$10,000.00) have been awarded by the Grant Subcommittee described in Exhibit A (“Subcommittee”) and shall be released to Grant Recipient for the approved Project. The grant cannot be assigned or transferred without prior written approval.
3. **Responsibilities of the Grant Recipient**
 - A. Implementation. The Project shall be implemented in the manner described in Exhibit A. Time is of the essence in the implementation of the Project.
 - B. Use of Funds. Grant Recipient shall not use the grant funds for any of the Prohibited Purposes described in the Guidelines. The grant shall be utilized solely for its intended use, as detailed in the Application and Additional Terms, attached as Exhibit B and C respectively.
4. **Indemnity.** County shall not be liable for any contractual or other claim caused by or related to the construction, implementation, and/or operation of the Project. Grant Recipient agrees to indemnify and hold harmless the County from any claims or actions arising in any manner related to the construction, implementation, and/or operation of the Project.

5. **Termination.**

- A. County may immediately terminate this Agreement based upon the occurrence of any of the following:
- i. Any fraudulent representation on a material matter related to securing and utilizing grant funds under this Agreement.
 - ii. Failure to satisfactorily comply with any provision of this Agreement, any term of the Grant Application, and/or any Grant Program Guideline, as determined by the Subcommittee in its sole discretion.
 - iii. Failure to adhere to the terms of applicable county, state, or federal laws, regulations, or stated public policy.

The occurrence of any of the above shall constitute a default under this agreement.

- B. In the event of default by Grant Recipient, County has the discretion to elect to terminate this Agreement, in whole or in part and/or require the Grant Recipient to repay the grant funds within thirty (30) days from written notice or allow Grant Recipient an opportunity to cure the default prior to termination and/or repayment. This clause shall not be interpreted to limit the County's remedies in law or equity.

6. **Miscellaneous.**

- A. Governing Law. The parties agree that economic incentives are governed by the Official Code of Cobb County, Georgia, Sec. 2-166, et seq., as amended. The parties further agree this Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to its conflicts of laws rules. The courts located in Cobb County, Georgia shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party consents to the exclusive jurisdiction of these courts.
- B. Status. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Grant Recipient and County. Grant Recipient understands and agrees that he/she/it is not authorized to incur any expenses or any liability whatsoever on behalf of the County and has no authority, expressed or implied, to obligate or make representations on behalf of the County.
- C. Entire Agreement and Signatures. This Agreement contains the entire agreement between the parties, and no promise, terms, or obligations, other than herein set forth, or subsequently set forth in writing and signed by all parties hereto, shall be binding upon any party hereto. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written instrument, subject to approval by the County and execution by all parties.
- D. Assignment. The parties may not assign this Agreement or the rights and obligations herein without the prior written consent of the other parties. The Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to the Agreement and their respective successors and permitted assigns.

IN WITNESS WHEREOF, County and Grant Recipient have signed this Grant Agreement, effective on the last date this Agreement is signed by both parties as indicated by the dates set forth under signatures below.

(GRANT RECIPIENT)

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

By: _____

Title: Notary

Seal

COBB COUNTY, GEORGIA

By: _____

Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Date: _____

Attest:

By: Pamela L. Mabry
Title: County Clerk

Approved as to Form:

Cobb County Attorney's Office

Seal

Approved as to Form:

Community Development Agency

Exhibit A
(GUIDELINES)

Exhibit B
(APPLICATION)

Exhibit C

(ADDITIONAL TERMS – Creative Critique, Inc)

The Grant Subcommittee request that the grant funds be used in the following manner:

\$10,000.00 towards funding two contractors to design and build the company's automated feedback feature and feature request service to grow their user base and increase user retention.

Entrepreneurship & Innovation Grant Program Application

BUSINESS INFORMATION	
Applicant Name	Joey Ruse
Applicant Title	Co-Founder & CEO
Business Name/DBA	Creative Critique, Inc
Business Address	1005 Mill Pond Dr SE, Smyrna, GA, 30082
Date business started	July 1, 2020
Number of employees	3
Business telephone number	720-822-6367
Email address	Joey@CreativeCritique.Community
Tax ID/Employment Identification Number	██████████
Primary bank	Silicon Valley Bank
Accounting firm	N/A
Attorney	N/A

BUSINESS FINANCIAL INFORMATION			
Annual sales for the past 3 years (if applicable)	Year 1: N/A	Year 2: N/A	Year 3: N/A
Current business checking account balance	\$4,898		
Balance(s) in other accounts	N/A		
Existing business debts (list on separate sheet)	\$0		
Amount of grant request*	\$10,000		
Principal owner information	Joey Ruse, Joey@CreativeCritique.Community		

*Please provide strong financial and in-depth narratives for use(s) of grant funds in Section F. Priority will be given to applicants demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, and/or create a significant social impact in the County.

Entrepreneurship & Innovation Grant Program Application Checklist

CHECKLIST

Application Will Not Be Accepted Unless Items Listed Below Are Included With Application.

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Business financial statements for past 3 years (<i>send separately, if applicable</i>) |
| <input type="checkbox"/> | Existing business debts, including summary and explanation. (<i>send separately</i>) |
| <input type="checkbox"/> | Detailed written business plan completed (<i>on following pages</i>) |
| <input type="checkbox"/> | Detailed list of intended use of the funds (<i>Section F of Business Plan, on following pages</i>) |
| <input type="checkbox"/> | Copy of current business license. (<i>send separately</i>) |
| <input type="checkbox"/> | Copy of certification of entrepreneurship training (<i>send separately, not required</i>) |

Thank you for completing the application form. Please sign the proposal below.

Signature

X



Innovation Grant Applicant
CEO/Business Owner

COBB COUNTY ENTREPRENEURSHIP AND INNOVATION

GRANT PROGRAM Guidelines

PURPOSE

The purpose of the Cobb County Entrepreneurship and Innovation Grant Program is to stimulate successful and unique Business Investment development and expansion in Cobb County.

By making economic development grant funds available, the County will be growing its entrepreneurial ecosystem, supporting existing Business Investment and early-stage venture growth, in order to increase jobs, opportunities and grow the commercial tax base in Cobb County.

A business receiving funding through this program will be encouraged to be a resident of Cobb County and be encouraged to employ Cobb County residents. The program will provide the following range for grant awards:

- **Grant: From \$1,500.00- \$10,000.00**

GRANT SUBCOMMITTEE

The Grant Subcommittee (Subcommittee) will review all applications and make grant recommendations. The Subcommittee will be comprised of 5 members recommended from:

Kennesaw State University Office of Community Engagement
SelectCobb (Banking Sector)
Cobb Travel and Tourism
Cobb Young Professionals
The Coalition of Cobb County Business Associations

The Subcommittee Chair, elected by the Subcommittee, shall make sure grant proposals are properly prepared prior to their presentations at the Subcommittee meetings; and oversee the preparation of commitment letters to approved grantees, with the assistance of County staff. Grant commitment letters will be signed by the Chair and/or by County staff.

The Subcommittee will have the following responsibilities:

- Find creative ways to grant funds to stimulate successful business investment development and job creation.
- Review grant applications quarterly and, determine which applications meet eligibility requirements and whether an eligible application will be approved, approved with conditions, or submitted to the applicant for more information.
- Periodically review status of existing grants to determine if funds are being used in the manner in which they were intended, and recommend appropriate corrective action where needed.
- Evaluate grant application requirements and make appropriate adjustments as needed to accomplish the objectives of the program.
- Conduct annual review of grants and their impact on the County's business investment environment.
- Provide explanation of why grant was not approved, if requested.
- Serve as a resource to staff for enhancing the County's business retention and expansion program to ensure it remains in tune with business needs and be a sounding board for ideas and challenges.

GRANT PROGRAM ADMINISTRATION

The Grant Program will be administered by a Subcommittee consisting of five members from the Cobb County Economic Development Committee. The Subcommittee will meet quarterly to make and facilitate grants. A quorum will consist of 3 voting members of the Subcommittee. County staff may be utilized to service grants,

including receiving applications, notifying applicants of the Subcommittee's decision, making payment to recipients, and generating administrative reports.

DEADLINES

Applications are accepted on an open cycle. The open cycle will continue until funds have been exhausted for the fiscal year. Applicants must submit applications via econdev@cobbcounty.org. Applications that do not include all of the documentation or attachments specified, or that contain documents that have not been fully completed, will be returned to the applicant without further review. At its discretion, the Cobb County Economic Development Department may request supplemental materials from applicants, and those must be received within 15 days of the requested date. Upon receipt and approval, applicants will receive a Notice of Approval email with instructions.

FUNDING

The County will provide funding for the Grant Program through funds from the Development Authority of Cobb County.

COMMITMENT PERIOD

The grantee must remain in Cobb County for up to three years after the funds have been granted.

ELIGIBILITY

- Applicant's business must be located in Cobb County and hold a current business license.
- Applicants must be business entities whose gross revenues do not exceed \$1 million per year. On a case-by-case basis, grant requests from businesses with revenues exceeding \$1 million may be considered by the Subcommittee.
- Applicants and their businesses must not have any past due tax, fee, or fine in Cobb County.

CONDITIONS OF RECEIVING A GRANT

- Applicant must fill out a grant application.
- Applicant may be asked to appear before the Subcommittee for an interview to detail how grant funds will be used, and answer any questions about their business or application.
- Each venture receiving a grant must provide an accounting of how all funds were used and key milestones reached by the venture within 180 days of the receipt of the grant.
- As a condition of receiving grant funds, Grant recipients may be asked to commit to mentoring with an experienced business coach or mentor at:

➤ **IGNITE HQ**

57 Waddell Street SE
Marietta, GA 30060 (919) 240-7765
<https://ignitehq.com/>
info@ignitehq.com

➤ **UGA - SBDC at Kennesaw State University**

3333 Busbee Drive, Suite 500
Kennesaw, GA 30144 (470) 578-6450
<https://www.georgiasbdc.org/kennesaw-office/>
kennesaw@georgiasbdc.org

➤ **SCORE**

1425 Market Boulevard, Suite 530
Roswell, GA, 30076
<https://northmetroatlanta.score.org/>
northmetroatl@scorevolunteer.org

➤ **Mentor** approved by the Subcommittee

ELIGIBLE USES OF GRANT PROCEEDS

- Startup funding.
- Working capital or operational funds to be used for a specific purpose.
- Purchase of equipment, furnishing or machinery.
- Expansion of business services, marketing material, or products.
- Work force expansion.
- Tenant up-fit or leasehold improvements.
- Building renovation.

GRANT PROCEEDS SHALL NOT BE USED FOR THE FOLLOWING

- Paying off or down existing bank debt or investor loans.
- Purchase of equipment or improvement of real estate, which are used or to be used for personal use.
- Political activities.
- Owner salary.
- Speculative ventures (Examples: drilling for gas or oil, commodity futures).
- Lending or investment.
- Real property held for sale or investment.
- Pyramid sales - distribution plan businesses.
- Foreign controlled businesses.
- Private membership clubs.

COMPLIANCE WITH APPLICABLE REGULATIONS

In all cases, grants made from this program must be consistent and in accordance with the following:

- All state and local regulations governing the applicant's business.
- Terms and conditions established by the Subcommittee for each particular applicant.
- Policies established by the Board of Commissioners dealing with the Grant Program.
- Ventures that implement planning and economic development policies which create a balanced, dynamic local economy that promotes diversity, sustainable growth, and enhanced revenue while embracing community values will also be given priority.

AMOUNT OF GRANT

From \$1,500 minimum up to \$10,000.00

Grant applications will require financial information and documentation of how grant proceeds will be used. Should market conditions change, or in the event of an applicant with extraordinary conditions, a grant amount exceeding the maximum may be considered by the Subcommittee. All grants are subject to availability of funds.

GRANT APPLICATION GUIDELINES

Grant Application Requirements
\$1,500.00 - \$10,000.00

Business Information:

1. Applicant Name
2. Applicant Title
3. Business Name/DBA
2. Street Address/Mailing Address
3. Date Established
4. Number of Employees
5. Business phone number
6. E-mail address
7. Tax ID/ Employment Identification Number
8. Primary bank
9. Accounting firm
10. Attorney

Business Financial Information:

11. Annual Sales for the past 3 years (if applicable)
12. Business Financial Statements (for 3 years, if applicable)
13. Current Business Checking Account Balance
14. Balance(s) In Other Accounts
15. Existing Business Debts

Description of Business Operations:

16. Detailed Written [Business Plan](#)

Grant Use Details

17. Amount of Grant Requested & Detailed Use of How Funds Will Be Used

Supplemental Information

18. (see application)

SUGGESTED GRANT GUIDELINES

Priority will be given to ventures demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, and/or create a significant social and economic impact in the County.

Additionally, although all applicants will be considered, business owners who exhibit the following characteristics will be given priority:

- a. Have a thorough understanding of their market
- b. Have assembled a talented team
- c. **Have a passion for building their venture in Cobb County**

High Potential Ventures - Priority will be given to “growth” ventures capable of expanding rapidly, renting or building office space in Cobb County, and hiring Cobb County employees.

Use of Funds - Priority will be given to applicants demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, or create a significant social impact in the County.

PROCEDURES

1. Applicants will be referred to the Cobb County Economic Development website where they will download their application. Applications (with required documents) should be submitted via:
 - email: econdev@cobbcounty.org
 - mail/deliver: Cobb County Economic Development
1150 Powder Springs Street, Suite 400
Marietta, GA 30064
2. If asked to appear before the Subcommittee, applicants will be provided interview dates and times no later than two weeks prior to the Subcommittee's next meeting date.
3. County staff will provide completed applications to the Subcommittee for their review no later than three weeks prior to its next scheduled meeting.
4. At its scheduled quarterly meeting, the Subcommittee will discuss the strengths and weaknesses of complete grant application(s) and decide whether or not to take action on the request, based on the information provided.
5. The Subcommittee shall approve, deny or request additional information from the applicant. They will submit determinations in writing to County staff.
6. The applicant will be informed in writing by County staff of the Subcommittee's decision to deny, grant, grant with condition, or seek more information. If the Subcommittee denies a grant request, it shall provide a copy of the score sheet(s) to the applicant.
7. Should the Subcommittee deny an application; the Subcommittee will not consider any applications from that applicant for at least six months. Should an applicant think that their application has been improperly denied, then the applicant may notify, in writing, the Subcommittee. The notice to the Subcommittee shall state why the applicant thinks the grant should be approved. The application shall then be given further consideration by the Subcommittee and its decision is final.
8. At its discretion, the Subcommittee may impose any additional terms to a grant request. The Subcommittee may require an itemized budget detailing the proposed use of grant funds.
9. Applicants agree to utilize grant funds for their intended use. Each venture receiving a grant must provide an accounting of how all funds were used, or will be used, and key milestones reached by the venture within 180 days of the receipt of the grant.
10. As a condition of receiving grant funds, Grant recipients may be asked to commit to a mentoring period as detailed above **(CONDITIONS OF RECEIVING A GRANT)**.
11. If an applicant fails to complete items #8 and #9 in a timely manner, the County has the right to require all grant funds back from the applicant, and may initiate legal proceedings against the applicant.
12. The Subcommittee shall provide annual reports to the BOCC of the number of grants requested, approved and denied, and a 2-3 page written analysis of the program's success metrics to date.
13. Documents, including but not limited to financial statements, business plans, customer and supplier lists, description of inventory or assets, contractual obligations and existing liabilities, submitted during the application process shall be treated as confidential information.



Community Development

Jessica Guinn, Agency Director

District 4

Item No. 29.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Jessica Guinn, Agency Director

DATE: December 15, 2020

PURPOSE

To approve a Business Investment Grant for *Dillon's Catering, LLC*. from the Cobb County Entrepreneurship & Innovation Incentive Program.

BACKGROUND

The Board of Commissioners approved the Entrepreneurship and Innovation Incentive Program (Official Code of Cobb County Section 2-169) on February 27, 2018 and subsequently approved the Entrepreneurship and Innovation Grant Program Guidelines and Procedures in April 2019. The Cobb Innovation Grant Fund was created using a \$50,000.00 contribution provided by the Development Authority of Cobb County in July 2018 and another \$50,000.00 contribution was approved in September 2019 in support of eligible businesses to aid them in growing their business, creating jobs, and maintaining their presence in the County.

The Entrepreneurship & Innovation Committee has reviewed the application and supporting documents submitted by *Dillon's Catering, LLC*. and determined that they are an eligible recipient of these funds based on the following incentive eligibility criteria: a) agree to remain in Cobb County for three years after the expiration date of the incentive agreement, b) be an existing business in Cobb County. In addition, they will enter into a contractual agreement that includes provisions for recapture or reimbursement of grant incentive funds should the terms of the contract be violated and also includes the terms of how the grant should be used, which in this case, is towards company marketing and events.

IMPACT STATEMENT

This is a pass-through grant funded entirely by the Development Authority of Cobb County (DACC). Funds have been received in anticipation of this grant award process. There is no financial impact to the County.

FUNDING

Funding is available in the Grant Fund as follows:

270-030-L014-6574	\$6,500.00
270-030-L015-6574	\$3,500.00

RECOMMENDATION

The Board of Commissioners approve a grant award in the amount of \$10,000.00, from the Entrepreneurship and Innovation Grant Program to *Dillon's Catering, LLC.*; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Dillon's Catering agreement
2. First Two Pages of Dillon's application
3. Innovation guidelines and procedures - v5 (consolidated)

**COBB COUNTY ECONOMIC DEVELOPMENT
ENTREPRENEURSHIP AND INNOVATION GRANT AGREEMENT**

THIS AGREEMENT, entered this ____ day of _____, 2020, by and between Cobb County (“County”), by and through Cobb County Economic Development (“Economic Development”) and by Dillon’s Catering, LLC. (“Grant Recipient”).

WHEREAS, Economic Development is a County division that aids existing business investment and early-stage venture growth, attracts industries, and supports entrepreneurial development; and,

WHEREAS, Grant Recipient has a project to expand its existing Cobb County business; and,

WHEREAS, Grant Recipient was selected to receive the Cobb County Entrepreneurship and Innovation Grant through the procedures duly adopted by Economic Development; and,

NOW THEREFORE, County and Grant Recipient, for the consideration and under the conditions hereinafter set forth, agree as follows:

1. **Approved Grant.** Grant funds are provided subject at all times to all provisions of the Entrepreneurship and Innovation Grant Program Guidelines (“Guidelines”), attached as Exhibit A. Grant funds are provided for the project (“Project”) described in Grant Recipient’s Grant Application (“Application”), attached as Exhibit B, and incorporated herein by reference, and additional terms, if any, imposed on Grant Recipient (“Additional Terms”), attached as Exhibit C.
2. **Grant Award.** Grant funds in an amount of Ten Thousand (\$10,000.00) have been awarded by the Grant Subcommittee described in Exhibit A (“Subcommittee”) and shall be released to Grant Recipient for the approved Project. The grant cannot be assigned or transferred without prior written approval.
3. **Responsibilities of the Grant Recipient**
 - A. Implementation. The Project shall be implemented in the manner described in Exhibit A. Time is of the essence in the implementation of the Project.
 - B. Use of Funds. Grant Recipient shall not use the grant funds for any of the Prohibited Purposes described in the Guidelines. The grant shall be utilized solely for its intended use, as detailed in the Application and Additional Terms, attached as Exhibit B and C respectively.
4. **Indemnity.** County shall not be liable for any contractual or other claim caused by or related to the construction, implementation, and/or operation of the Project. Grant Recipient agrees to indemnify and hold harmless the County from any claims or actions arising in any manner related to the construction, implementation, and/or operation of the Project.

5. **Termination.**

- A. County may immediately terminate this Agreement based upon the occurrence of any of the following:
- i. Any fraudulent representation on a material matter related to securing and utilizing grant funds under this Agreement.
 - ii. Failure to satisfactorily comply with any provision of this Agreement, any term of the Grant Application, and/or any Grant Program Guideline, as determined by the Subcommittee in its sole discretion.
 - iii. Failure to adhere to the terms of applicable county, state, or federal laws, regulations, or stated public policy.

The occurrence of any of the above shall constitute a default under this agreement.

- B. In the event of default by Grant Recipient, County has the discretion to elect to terminate this Agreement, in whole or in part and/or require the Grant Recipient to repay the grant funds within thirty (30) days from written notice or allow Grant Recipient an opportunity to cure the default prior to termination and/or repayment. This clause shall not be interpreted to limit the County's remedies in law or equity.

6. **Miscellaneous.**

- A. Governing Law. The parties agree that economic incentives are governed by the Official Code of Cobb County, Georgia, Sec. 2-166, et seq., as amended. The parties further agree this Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to its conflicts of laws rules. The courts located in Cobb County, Georgia shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party consents to the exclusive jurisdiction of these courts.
- B. Status. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Grant Recipient and County. Grant Recipient understands and agrees that he/she/it is not authorized to incur any expenses or any liability whatsoever on behalf of the County and has no authority, expressed or implied, to obligate or make representations on behalf of the County.
- C. Entire Agreement and Signatures. This Agreement contains the entire agreement between the parties, and no promise, terms, or obligations, other than herein set forth, or subsequently set forth in writing and signed by all parties hereto, shall be binding upon any party hereto. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written instrument, subject to approval by the County and execution by all parties.
- D. Assignment. The parties may not assign this Agreement or the rights and obligations herein without the prior written consent of the other parties. The Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to the Agreement and their respective successors and permitted assigns.

IN WITNESS WHEREOF, County and Grant Recipient have signed this Grant Agreement, effective on the last date this Agreement is signed by both parties as indicated by the dates set forth under signatures below.

(GRANT RECIPIENT)

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

By: _____

Title: Notary

Seal

COBB COUNTY, GEORGIA

By: _____

Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Date: _____

Attest:

By: Pamela L. Mabry
Title: County Clerk

Approved as to Form:

Cobb County Attorney's Office

Seal

Approved as to Form:

Community Development Agency

Exhibit A
(GUIDELINES)

Exhibit B
(APPLICATION)

Exhibit C

(ADDITIONAL TERMS – Dillon’s Catering, LLC)

The Grant Subcommittee request that the grant funds be used in the following manner:

\$10,000.00 towards funding for start-up costs for purchasing new kitchen equipment and installation, and advertising and marketing.

Entrepreneurship & Innovation Grant Program Application

BUSINESS INFORMATION	
Applicant Name	Aaron Dillon
Applicant Title	Head Chef/ Owner
Business Name/DBA	Dillon's Catering LLC/ Dillon's
Business Address	2710 Jefferson St. Austell Ga 30168
Date business started	March 2013
Number of employees	5
Business telephone number	7705491275
Email address	dillonscatering@yahoo.com
Tax ID/Employment Identification Number	
Primary bank	Wells Fargo
Accounting firm	N/A
Attorney	N/A

BUSINESS FINANCIAL INFORMATION			
Annual sales for the past 3 years (if applicable)	Year 1: \$65,500	Year 2: \$90,500	Year 3: \$150,000
Current business checking account balance	20,000		
Balance(s) in other accounts	5,380		
Existing business debts (list on separate sheet)	15,000		
Amount of grant request*	\$10,000		
Principal owner information	Aaron Dillon		

*Please provide strong financial and in-depth narratives for use(s) of grant funds in Section F. Priority will be given to applicants demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, and/or create a significant social impact in the County.

Entrepreneurship & Innovation Grant Program Business Plan

Thank you for completing the application form. Please sign the proposal below.

Signature 
Innovation Grant Applicant

Print your name: Aaron Dillon

Date : November 7, 2020

Business Name: Dillon's Catering LLC

COBB COUNTY ENTREPRENEURSHIP AND INNOVATION

GRANT PROGRAM Guidelines

PURPOSE

The purpose of the Cobb County Entrepreneurship and Innovation Grant Program is to stimulate successful and unique Business Investment development and expansion in Cobb County.

By making economic development grant funds available, the County will be growing its entrepreneurial ecosystem, supporting existing Business Investment and early-stage venture growth, in order to increase jobs, opportunities and grow the commercial tax base in Cobb County.

A business receiving funding through this program will be encouraged to be a resident of Cobb County and be encouraged to employ Cobb County residents. The program will provide the following range for grant awards:

- **Grant: From \$1,500.00- \$10,000.00**

GRANT SUBCOMMITTEE

The Grant Subcommittee (Subcommittee) will review all applications and make grant recommendations. The Subcommittee will be comprised of 5 members recommended from:

Kennesaw State University Office of Community Engagement
SelectCobb (Banking Sector)
Cobb Travel and Tourism
Cobb Young Professionals
The Coalition of Cobb County Business Associations

The Subcommittee Chair, elected by the Subcommittee, shall make sure grant proposals are properly prepared prior to their presentations at the Subcommittee meetings; and oversee the preparation of commitment letters to approved grantees, with the assistance of County staff. Grant commitment letters will be signed by the Chair and/or by County staff.

The Subcommittee will have the following responsibilities:

- Find creative ways to grant funds to stimulate successful business investment development and job creation.
- Review grant applications quarterly and, determine which applications meet eligibility requirements and whether an eligible application will be approved, approved with conditions, or submitted to the applicant for more information.
- Periodically review status of existing grants to determine if funds are being used in the manner in which they were intended, and recommend appropriate corrective action where needed.
- Evaluate grant application requirements and make appropriate adjustments as needed to accomplish the objectives of the program.
- Conduct annual review of grants and their impact on the County's business investment environment.
- Provide explanation of why grant was not approved, if requested.
- Serve as a resource to staff for enhancing the County's business retention and expansion program to ensure it remains in tune with business needs and be a sounding board for ideas and challenges.

GRANT PROGRAM ADMINISTRATION

The Grant Program will be administered by a Subcommittee consisting of five members from the Cobb County Economic Development Committee. The Subcommittee will meet quarterly to make and facilitate grants. A quorum will consist of 3 voting members of the Subcommittee. County staff may be utilized to service grants,

including receiving applications, notifying applicants of the Subcommittee's decision, making payment to recipients, and generating administrative reports.

DEADLINES

Applications are accepted on an open cycle. The open cycle will continue until funds have been exhausted for the fiscal year. Applicants must submit applications via econdev@cobbcounty.org. Applications that do not include all of the documentation or attachments specified, or that contain documents that have not been fully completed, will be returned to the applicant without further review. At its discretion, the Cobb County Economic Development Department may request supplemental materials from applicants, and those must be received within 15 days of the requested date. Upon receipt and approval, applicants will receive a Notice of Approval email with instructions.

FUNDING

The County will provide funding for the Grant Program through funds from the Development Authority of Cobb County.

COMMITMENT PERIOD

The grantee must remain in Cobb County for up to three years after the funds have been granted.

ELIGIBILITY

- Applicant's business must be located in Cobb County and hold a current business license.
- Applicants must be business entities whose gross revenues do not exceed \$1 million per year. On a case-by-case basis, grant requests from businesses with revenues exceeding \$1 million may be considered by the Subcommittee.
- Applicants and their businesses must not have any past due tax, fee, or fine in Cobb County.

CONDITIONS OF RECEIVING A GRANT

- Applicant must fill out a grant application.
- Applicant may be asked to appear before the Subcommittee for an interview to detail how grant funds will be used, and answer any questions about their business or application.
- Each venture receiving a grant must provide an accounting of how all funds were used and key milestones reached by the venture within 180 days of the receipt of the grant.
- As a condition of receiving grant funds, Grant recipients may be asked to commit to mentoring with an experienced business coach or mentor at:

➤ **IGNITE HQ**

57 Waddell Street SE
Marietta, GA 30060 (919) 240-7765
<https://ignitehq.com/>
info@ignitehq.com

➤ **UGA - SBDC at Kennesaw State University**

3333 Busbee Drive, Suite 500
Kennesaw, GA 30144 (470) 578-6450
<https://www.georgiasbdc.org/kennesaw-office/>
kennesaw@georgiasbdc.org

➤ **SCORE**

1425 Market Boulevard, Suite 530

Roswell, GA, 30076

<https://northmetroatlanta.score.org/>

northmetroatl@scorevolunteer.org

➤ **Mentor** approved by the Subcommittee

ELIGIBLE USES OF GRANT PROCEEDS

- Startup funding.
- Working capital or operational funds to be used for a specific purpose.
- Purchase of equipment, furnishing or machinery.
- Expansion of business services, marketing material, or products.
- Work force expansion.
- Tenant up-fit or leasehold improvements.
- Building renovation.

GRANT PROCEEDS SHALL NOT BE USED FOR THE FOLLOWING

- Paying off or down existing bank debt or investor loans.
- Purchase of equipment or improvement of real estate, which are used or to be used for personal use.
- Political activities.
- Owner salary.
- Speculative ventures (Examples: drilling for gas or oil, commodity futures).
- Lending or investment.
- Real property held for sale or investment.
- Pyramid sales - distribution plan businesses.
- Foreign controlled businesses.
- Private membership clubs.

COMPLIANCE WITH APPLICABLE REGULATIONS

In all cases, grants made from this program must be consistent and in accordance with the following:

- All state and local regulations governing the applicant's business.
- Terms and conditions established by the Subcommittee for each particular applicant.
- Policies established by the Board of Commissioners dealing with the Grant Program.
- Ventures that implement planning and economic development policies which create a balanced, dynamic local economy that promotes diversity, sustainable growth, and enhanced revenue while embracing community values will also be given priority.

AMOUNT OF GRANT

From \$1,500 minimum up to \$10,000.00

Grant applications will require financial information and documentation of how grant proceeds will be used.

Should market conditions change, or in the event of an applicant with extraordinary conditions, a grant amount exceeding the maximum may be considered by the Subcommittee. All grants are subject to availability of funds.

GRANT APPLICATION GUIDELINES

Grant Application Requirements
\$1,500.00 - \$10,000.00

Business Information:

1. Applicant Name
2. Applicant Title
3. Business Name/DBA
2. Street Address/Mailing Address
3. Date Established
4. Number of Employees
5. Business phone number
6. E-mail address
7. Tax ID/ Employment Identification Number
8. Primary bank
9. Accounting firm
10. Attorney

Business Financial Information:

11. Annual Sales for the past 3 years (if applicable)
12. Business Financial Statements (for 3 years, if applicable)
13. Current Business Checking Account Balance
14. Balance(s) In Other Accounts
15. Existing Business Debts

Description of Business Operations:

16. Detailed Written [Business Plan](#)

Grant Use Details

17. Amount of Grant Requested & Detailed Use of How Funds Will Be Used

Supplemental Information

18. (see application)

SUGGESTED GRANT GUIDELINES

Priority will be given to ventures demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, and/or create a significant social and economic impact in the County.

Additionally, although all applicants will be considered, business owners who exhibit the following characteristics will be given priority:

- a. Have a thorough understanding of their market
- b. Have assembled a talented team
- c. **Have a passion for building their venture in Cobb County**

High Potential Ventures - Priority will be given to “growth” ventures capable of expanding rapidly, renting or building office space in Cobb County, and hiring Cobb County employees.

Use of Funds - Priority will be given to applicants demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, or create a significant social impact in the County.

PROCEDURES

1. Applicants will be referred to the Cobb County Economic Development website where they will download their application. Applications (with required documents) should be submitted via:
 - email: econdev@cobbcounty.org
 - mail/deliver: Cobb County Economic Development
1150 Powder Springs Street, Suite 400
Marietta, GA 30064
2. If asked to appear before the Subcommittee, applicants will be provided interview dates and times no later than two weeks prior to the Subcommittee's next meeting date.
3. County staff will provide completed applications to the Subcommittee for their review no later than three weeks prior to its next scheduled meeting.
4. At its scheduled quarterly meeting, the Subcommittee will discuss the strengths and weaknesses of complete grant application(s) and decide whether or not to take action on the request, based on the information provided.
5. The Subcommittee shall approve, deny or request additional information from the applicant. They will submit determinations in writing to County staff.
6. The applicant will be informed in writing by County staff of the Subcommittee's decision to deny, grant, grant with condition, or seek more information. If the Subcommittee denies a grant request, it shall provide a copy of the score sheet(s) to the applicant.
7. Should the Subcommittee deny an application; the Subcommittee will not consider any applications from that applicant for at least six months. Should an applicant think that their application has been improperly denied, then the applicant may notify, in writing, the Subcommittee. The notice to the Subcommittee shall state why the applicant thinks the grant should be approved. The application shall then be given further consideration by the Subcommittee and its decision is final.
8. At its discretion, the Subcommittee may impose any additional terms to a grant request. The Subcommittee may require an itemized budget detailing the proposed use of grant funds.
9. Applicants agree to utilize grant funds for their intended use. Each venture receiving a grant must provide an accounting of how all funds were used, or will be used, and key milestones reached by the venture within 180 days of the receipt of the grant.
10. As a condition of receiving grant funds, Grant recipients may be asked to commit to a mentoring period as detailed above **(CONDITIONS OF RECEIVING A GRANT)**.
11. If an applicant fails to complete items #8 and #9 in a timely manner, the County has the right to require all grant funds back from the applicant, and may initiate legal proceedings against the applicant.
12. The Subcommittee shall provide annual reports to the BOCC of the number of grants requested, approved and denied, and a 2-3 page written analysis of the program's success metrics to date.
13. Documents, including but not limited to financial statements, business plans, customer and supplier lists, description of inventory or assets, contractual obligations and existing liabilities, submitted during the application process shall be treated as confidential information.



Community Development

Jessica Guinn, Agency Director

District 3

Item No. 30.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Jessica Guinn, Agency Director

DATE: December 15, 2020

PURPOSE

To approve a Business Investment Grant for *MyTap, LLC*. from the Cobb County Entrepreneurship & Innovation Incentive Program.

BACKGROUND

The Board of Commissioners approved the Entrepreneurship and Innovation Incentive Program (Official Code of Cobb County Section 2-169) on February 27, 2018 and subsequently approved the Entrepreneurship and Innovation Grant Program Guidelines and Procedures in April 2019. The Cobb Innovation Grant Fund was created using a \$50,000.00 contribution provided by the Development Authority of Cobb County in July 2018 and another \$50,000.00 contribution was approved in September 2019 in support of eligible businesses to aid them in growing their business, creating jobs, and maintaining their presence in the County.

The Entrepreneurship & Innovation Committee has reviewed the application and supporting documents submitted by *MyTap, LLC*. and determined that they are an eligible recipient of these funds based on the following incentive eligibility criteria: a) agree to remain in Cobb County for three years after the expiration date of the incentive agreement, b) be an existing business in Cobb County. In addition, they will enter into a contractual agreement that includes provisions for recapture or reimbursement of grant incentive funds should the terms of the contract be violated and also includes the terms of how the grant should be used, which in this case, is towards company marketing and events.

IMPACT STATEMENT

This is a pass-through grant funded entirely by the Development Authority of Cobb County (DACC). Funds have been received in anticipation of this grant award process. There is no financial impact to the County.

FUNDING

Funding is available in the Grant Fund as follows:

270-030-L015-6574	\$8,300.00
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RECOMMENDATION

The Board of Commissioners approve a grant award in the amount of \$8,300.00, from the Entrepreneurship and Innovation Grant Program to *MyTap, LLC.*; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. MY Tap agreement
2. Innovation guidelines and procedures - v5 (consolidated)
3. My Tap first three pages of application

**COBB COUNTY ECONOMIC DEVELOPMENT
ENTREPRENEURSHIP AND INNOVATION GRANT AGREEMENT**

THIS AGREEMENT, entered this ____ day of _____, 2020, by and between Cobb County (“County”), by and through Cobb County Economic Development (“Economic Development”) and by MyTap, LLC. (“Grant Recipient”).

WHEREAS, Economic Development is a County division that aids existing business investment and early-stage venture growth, attracts industries, and supports entrepreneurial development; and,

WHEREAS, Grant Recipient has a project to expand its existing Cobb County business; and,

WHEREAS, Grant Recipient was selected to receive the Cobb County Entrepreneurship and Innovation Grant through the procedures duly adopted by Economic Development; and,

NOW THEREFORE, County and Grant Recipient, for the consideration and under the conditions hereinafter set forth, agree as follows:

1. **Approved Grant.** Grant funds are provided subject at all times to all provisions of the Entrepreneurship and Innovation Grant Program Guidelines (“Guidelines”), attached as Exhibit A. Grant funds are provided for the project (“Project”) described in Grant Recipient’s Grant Application (“Application”), attached as Exhibit B, and incorporated herein by reference, and additional terms, if any, imposed on Grant Recipient (“Additional Terms”), attached as Exhibit C.
2. **Grant Award.** Grant funds in an amount of Ten Thousand (\$10,000.00) have been awarded by the Grant Subcommittee described in Exhibit A (“Subcommittee”) and shall be released to Grant Recipient for the approved Project. The grant cannot be assigned or transferred without prior written approval.
3. **Responsibilities of the Grant Recipient**
 - A. Implementation. The Project shall be implemented in the manner described in Exhibit A. Time is of the essence in the implementation of the Project.
 - B. Use of Funds. Grant Recipient shall not use the grant funds for any of the Prohibited Purposes described in the Guidelines. The grant shall be utilized solely for its intended use, as detailed in the Application and Additional Terms, attached as Exhibit B and C respectively.
4. **Indemnity.** County shall not be liable for any contractual or other claim caused by or related to the construction, implementation, and/or operation of the Project. Grant Recipient agrees to indemnify and hold harmless the County from any claims or actions arising in any manner related to the construction, implementation, and/or operation of the Project.

5. **Termination.**

- A. County may immediately terminate this Agreement based upon the occurrence of any of the following:
- i. Any fraudulent representation on a material matter related to securing and utilizing grant funds under this Agreement.
 - ii. Failure to satisfactorily comply with any provision of this Agreement, any term of the Grant Application, and/or any Grant Program Guideline, as determined by the Subcommittee in its sole discretion.
 - iii. Failure to adhere to the terms of applicable county, state, or federal laws, regulations, or stated public policy.

The occurrence of any of the above shall constitute a default under this agreement.

- B. In the event of default by Grant Recipient, County has the discretion to elect to terminate this Agreement, in whole or in part and/or require the Grant Recipient to repay the grant funds within thirty (30) days from written notice or allow Grant Recipient an opportunity to cure the default prior to termination and/or repayment. This clause shall not be interpreted to limit the County's remedies in law or equity.

6. **Miscellaneous.**

- A. Governing Law. The parties agree that economic incentives are governed by the Official Code of Cobb County, Georgia, Sec. 2-166, et seq., as amended. The parties further agree this Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to its conflicts of laws rules. The courts located in Cobb County, Georgia shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party consents to the exclusive jurisdiction of these courts.
- B. Status. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Grant Recipient and County. Grant Recipient understands and agrees that he/she/it is not authorized to incur any expenses or any liability whatsoever on behalf of the County and has no authority, expressed or implied, to obligate or make representations on behalf of the County.
- C. Entire Agreement and Signatures. This Agreement contains the entire agreement between the parties, and no promise, terms, or obligations, other than herein set forth, or subsequently set forth in writing and signed by all parties hereto, shall be binding upon any party hereto. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written instrument, subject to approval by the County and execution by all parties.
- D. Assignment. The parties may not assign this Agreement or the rights and obligations herein without the prior written consent of the other parties. The Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to the Agreement and their respective successors and permitted assigns.

IN WITNESS WHEREOF, County and Grant Recipient have signed this Grant Agreement, effective on the last date this Agreement is signed by both parties as indicated by the dates set forth under signatures below.

(GRANT RECIPIENT)

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

By: _____

Title: Notary

Seal

COBB COUNTY, GEORGIA

By: _____

Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Date: _____

Attest:

By: Pamela L. Mabry
Title: County Clerk

Approved as to Form:

Cobb County Attorney's Office

Seal

Approved as to Form:

Community Development Agency

Exhibit A
(GUIDELINES)

Exhibit B
(APPLICATION)

Exhibit C

(ADDITIONAL TERMS – MyTap, LLC)

The Grant Subcommittee request that the grant funds be used in the following manner as outlined on page nine of the recipient's application:

- \$8,300.00 towards funding for:
 - \$1,874.00 for business development
 - \$1,800.00 for marketing
 - \$1,080.00 for supplies
 - \$3,546.00 for machinery equipment

The Grant Subcommittee requests that no funds be used for legal fees.

COBB COUNTY ENTREPRENEURSHIP AND INNOVATION

GRANT PROGRAM Guidelines

PURPOSE

The purpose of the Cobb County Entrepreneurship and Innovation Grant Program is to stimulate successful and unique Business Investment development and expansion in Cobb County.

By making economic development grant funds available, the County will be growing its entrepreneurial ecosystem, supporting existing Business Investment and early-stage venture growth, in order to increase jobs, opportunities and grow the commercial tax base in Cobb County.

A business receiving funding through this program will be encouraged to be a resident of Cobb County and be encouraged to employ Cobb County residents. The program will provide the following range for grant awards:

- **Grant: From \$1,500.00- \$10,000.00**

GRANT SUBCOMMITTEE

The Grant Subcommittee (Subcommittee) will review all applications and make grant recommendations. The Subcommittee will be comprised of 5 members recommended from:

Kennesaw State University Office of Community Engagement
SelectCobb (Banking Sector)
Cobb Travel and Tourism
Cobb Young Professionals
The Coalition of Cobb County Business Associations

The Subcommittee Chair, elected by the Subcommittee, shall make sure grant proposals are properly prepared prior to their presentations at the Subcommittee meetings; and oversee the preparation of commitment letters to approved grantees, with the assistance of County staff. Grant commitment letters will be signed by the Chair and/or by County staff.

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- Find creative ways to grant funds to stimulate successful business investment development and job creation.
- Review grant applications quarterly and, determine which applications meet eligibility requirements and whether an eligible application will be approved, approved with conditions, or submitted to the applicant for more information.
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including receiving applications, notifying applicants of the Subcommittee's decision, making payment to recipients, and generating administrative reports.

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FUNDING

The County will provide funding for the Grant Program through funds from the Development Authority of Cobb County.

COMMITMENT PERIOD

The grantee must remain in Cobb County for up to three years after the funds have been granted.

ELIGIBILITY

- Applicant's business must be located in Cobb County and hold a current business license.
- Applicants must be business entities whose gross revenues do not exceed \$1 million per year. On a case-by-case basis, grant requests from businesses with revenues exceeding \$1 million may be considered by the Subcommittee.
- Applicants and their businesses must not have any past due tax, fee, or fine in Cobb County.

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- As a condition of receiving grant funds, Grant recipients may be asked to commit to mentoring with an experienced business coach or mentor at:

➤ **IGNITE HQ**

57 Waddell Street SE
Marietta, GA 30060 (919) 240-7765
<https://ignitehq.com/>
info@ignitehq.com

➤ **UGA - SBDC at Kennesaw State University**

3333 Busbee Drive, Suite 500
Kennesaw, GA 30144 (470) 578-6450
<https://www.georgiasbdc.org/kennesaw-office/>
kennesaw@georgiasbdc.org

➤ **SCORE**

1425 Market Boulevard, Suite 530

Roswell, GA, 30076

<https://northmetroatlanta.score.org/>

northmetroatl@scorevolunteer.org

➤ **Mentor** approved by the Subcommittee

ELIGIBLE USES OF GRANT PROCEEDS

- Startup funding.
- Working capital or operational funds to be used for a specific purpose.
- Purchase of equipment, furnishing or machinery.
- Expansion of business services, marketing material, or products.
- Work force expansion.
- Tenant up-fit or leasehold improvements.
- Building renovation.

GRANT PROCEEDS SHALL NOT BE USED FOR THE FOLLOWING

- Paying off or down existing bank debt or investor loans.
- Purchase of equipment or improvement of real estate, which are used or to be used for personal use.
- Political activities.
- Owner salary.
- Speculative ventures (Examples: drilling for gas or oil, commodity futures).
- Lending or investment.
- Real property held for sale or investment.
- Pyramid sales - distribution plan businesses.
- Foreign controlled businesses.
- Private membership clubs.

COMPLIANCE WITH APPLICABLE REGULATIONS

In all cases, grants made from this program must be consistent and in accordance with the following:

- All state and local regulations governing the applicant's business.
- Terms and conditions established by the Subcommittee for each particular applicant.
- Policies established by the Board of Commissioners dealing with the Grant Program.
- Ventures that implement planning and economic development policies which create a balanced, dynamic local economy that promotes diversity, sustainable growth, and enhanced revenue while embracing community values will also be given priority.

AMOUNT OF GRANT

From \$1,500 minimum up to \$10,000.00

Grant applications will require financial information and documentation of how grant proceeds will be used.

Should market conditions change, or in the event of an applicant with extraordinary conditions, a grant amount exceeding the maximum may be considered by the Subcommittee. All grants are subject to availability of funds.

GRANT APPLICATION GUIDELINES

Grant Application Requirements
\$1,500.00 - \$10,000.00

Business Information:

1. Applicant Name
2. Applicant Title
3. Business Name/DBA
2. Street Address/Mailing Address
3. Date Established
4. Number of Employees
5. Business phone number
6. E-mail address
7. Tax ID/ Employment Identification Number
8. Primary bank
9. Accounting firm
10. Attorney

Business Financial Information:

11. Annual Sales for the past 3 years (if applicable)
12. Business Financial Statements (for 3 years, if applicable)
13. Current Business Checking Account Balance
14. Balance(s) In Other Accounts
15. Existing Business Debts

Description of Business Operations:

16. Detailed Written [Business Plan](#)

Grant Use Details

17. Amount of Grant Requested & Detailed Use of How Funds Will Be Used

Supplemental Information

18. (see application)

SUGGESTED GRANT GUIDELINES

Priority will be given to ventures demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, and/or create a significant social and economic impact in the County.

Additionally, although all applicants will be considered, business owners who exhibit the following characteristics will be given priority:

- a. Have a thorough understanding of their market
- b. Have assembled a talented team
- c. Have a passion for building their venture in Cobb County**

High Potential Ventures - Priority will be given to “growth” ventures capable of expanding rapidly, renting or building office space in Cobb County, and hiring Cobb County employees.

Use of Funds - Priority will be given to applicants demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, or create a significant social impact in the County.

PROCEDURES

1. Applicants will be referred to the Cobb County Economic Development website where they will download their application. Applications (with required documents) should be submitted via:
 - email: econdev@cobbcounty.org
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7. Should the Subcommittee deny an application; the Subcommittee will not consider any applications from that applicant for at least six months. Should an applicant think that their application has been improperly denied, then the applicant may notify, in writing, the Subcommittee. The notice to the Subcommittee shall state why the applicant thinks the grant should be approved. The application shall then be given further consideration by the Subcommittee and its decision is final.
8. At its discretion, the Subcommittee may impose any additional terms to a grant request. The Subcommittee may require an itemized budget detailing the proposed use of grant funds.
9. Applicants agree to utilize grant funds for their intended use. Each venture receiving a grant must provide an accounting of how all funds were used, or will be used, and key milestones reached by the venture within 180 days of the receipt of the grant.
10. As a condition of receiving grant funds, Grant recipients may be asked to commit to a mentoring period as detailed above **(CONDITIONS OF RECEIVING A GRANT)**.
11. If an applicant fails to complete items #8 and #9 in a timely manner, the County has the right to require all grant funds back from the applicant, and may initiate legal proceedings against the applicant.
12. The Subcommittee shall provide annual reports to the BOCC of the number of grants requested, approved and denied, and a 2-3 page written analysis of the program's success metrics to date.
13. Documents, including but not limited to financial statements, business plans, customer and supplier lists, description of inventory or assets, contractual obligations and existing liabilities, submitted during the application process shall be treated as confidential information.

Entrepreneurship & Innovation Grant Program Application

BUSINESS INFORMATION	
Applicant Name	Ali Rahimlou
Applicant Title	Principal Owner
Business Name/DBA	MyTap, LLC
Business Address	2520 Ruger Dr Marietta, Ga 30066
Date business started	8/25/20
Number of employees	0
Business telephone number	470-522-7585
Email address	Ali@mytap.net
Tax ID/Employment Identification Number	[REDACTED]
Primary bank	Well:Fargo
Accounting firm	n/a
Attorney	n/a

BUSINESS FINANCIAL INFORMATION			
Annual sales for the past 3 years (if applicable)	Year 1: \$1,236.00	Year 2: n/a	Year 3: n/a
Current business checking account balance	\$ 1500		
Balance(s) in other accounts	\$ n/a		
Existing business debts (list on separate sheet)	\$ n/a		
Amount of grant request*	\$ 10,000		
Principal owner information	Ali Rahimlou		

*Please provide strong financial and in-depth narratives for use(s) of grant funds in Section F. Priority will be given to applicants demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, and/or create a significant social impact in the County.

Entrepreneurship & Innovation Grant Program Application Checklist

CHECKLIST

Application Will Not Be Accepted Unless Items Listed Below Are Included With Application.

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Business financial statements for past 3 years <i>(send separately, if applicable)</i> |
| <input type="checkbox"/> | Existing business debts, including summary and explanation. <i>(send separately)</i> |
| <input type="checkbox"/> | Detailed written business plan completed <i>(on following pages)</i> |
| <input type="checkbox"/> | Detailed list of intended use of the funds <i>(Section F of Business Plan, on following pages)</i> |
| <input type="checkbox"/> | Copy of current business license. <i>(send separately)</i> |
| <input type="checkbox"/> | Copy of certification of entrepreneurship training <i>(send separately, not required)</i> |

Thank you for completing the application form. Please sign the proposal below.

Signature

X Ali Rahimlou

Innovation Grant Applicant
CEO/Business Owner

[Click or tap here to enter text.](#)

Print your name Ali Rahimlou

Date 10/26/2020

Entrepreneurship & Innovation Grant Program Business Plan

A. Business Description

MyTap, LLC is a start-up digital networking solutions company. Our products are powered by NFC Technology and our custom tailored solutions. NFC is a short-range wireless technology that enables simple and secure communication between electronic devices. It may be used on its own or in combination with other wireless technologies, such as Bluetooth. The communication range of NFC is roughly 10 centimeters. This short range is intentional, as it provides security by only allowing devices to communicate within close proximity of each other. This makes NFC ideal for secure transactions, such as contactless payments at a checkout counter or exchanging contact information with potential clients and network connections. With one tap on any NFC equipped smart device, MyCard sends a full contact card to the receiving device. Whether you are an independent artist trying to get your name out there or a fortune 500 company with thousands of employees worldwide, MyTap has a solution that can reduce paper waste and save you/the company money.



Community Development

Jessica Guinn, Agency Director

District 3

Item No. 31.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Jessica Guinn, Agency Director

DATE: December 15, 2020

PURPOSE

To approve a Business Investment Grant for *NYOO Agency, Inc.* from the Cobb County Entrepreneurship & Innovation Incentive Program.

BACKGROUND

The Board of Commissioners approved the Entrepreneurship and Innovation Incentive Program (Official Code of Cobb County Section 2-169) on February 27, 2018 and subsequently approved the Entrepreneurship and Innovation Grant Program Guidelines and Procedures in April 2019. The Cobb Innovation Grant Fund was created using a \$50,000.00 contribution provided by the Development Authority of Cobb County in July 2018 and another \$50,000.00 contribution was approved in September 2019 in support of eligible businesses to aid them in growing their business, creating jobs, and maintaining their presence in the County.

The Entrepreneurship & Innovation Committee has reviewed the application and supporting documents submitted by *NYOO Agency, Inc.* and determined that they are an eligible recipient of these funds based on the following incentive eligibility criteria: a) agree to remain in Cobb County for three years after the expiration date of the incentive agreement, b) be an existing business in Cobb County. In addition, they will enter into a contractual agreement that includes provisions for recapture or reimbursement of grant incentive funds should the terms of the contract be violated and also includes the terms of how the grant should be used, which in this case, is towards company marketing and events.

IMPACT STATEMENT

This is a pass-through grant funded entirely by the Development Authority of Cobb County (DACC). Funds have been received in anticipation of this grant award process. There is no financial impact to the County.

FUNDING

Funding is available in the Grant Fund as follows:

270-030-L015-6574	\$8,200.00
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RECOMMENDATION

The Board of Commissioners approve a grant award in the amount of \$8,200.00, from the Entrepreneurship and Innovation Grant Program to *NYOO Agency, Inc.*; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. NYOO agreement
2. Innovation guidelines and procedures - v5 (consolidated)
3. First Three Pages of NYOO application

**COBB COUNTY ECONOMIC DEVELOPMENT
ENTREPRENEURSHIP AND INNOVATION GRANT AGREEMENT**

THIS AGREEMENT, entered this ____ day of _____, 2020, by and between Cobb County (“County”), by and through Cobb County Economic Development (“Economic Development”) and by NYOO Agency, Inc. (“Grant Recipient”).

WHEREAS, Economic Development is a County division that aids existing business investment and early-stage venture growth, attracts industries, and supports entrepreneurial development; and,

WHEREAS, Grant Recipient has a project to expand its existing Cobb County business; and,

WHEREAS, Grant Recipient was selected to receive the Cobb County Entrepreneurship and Innovation Grant through the procedures duly adopted by Economic Development; and,

NOW THEREFORE, County and Grant Recipient, for the consideration and under the conditions hereinafter set forth, agree as follows:

1. **Approved Grant.** Grant funds are provided subject at all times to all provisions of the Entrepreneurship and Innovation Grant Program Guidelines (“Guidelines”), attached as Exhibit A. Grant funds are provided for the project (“Project”) described in Grant Recipient’s Grant Application (“Application”), attached as Exhibit B, and incorporated herein by reference, and additional terms, if any, imposed on Grant Recipient (“Additional Terms”), attached as Exhibit C.
2. **Grant Award.** Grant funds in an amount of Ten Thousand (\$10,000.00) have been awarded by the Grant Subcommittee described in Exhibit A (“Subcommittee”) and shall be released to Grant Recipient for the approved Project. The grant cannot be assigned or transferred without prior written approval.
3. **Responsibilities of the Grant Recipient**
 - A. Implementation. The Project shall be implemented in the manner described in Exhibit A. Time is of the essence in the implementation of the Project.
 - B. Use of Funds. Grant Recipient shall not use the grant funds for any of the Prohibited Purposes described in the Guidelines. The grant shall be utilized solely for its intended use, as detailed in the Application and Additional Terms, attached as Exhibit B and C respectively.
4. **Indemnity.** County shall not be liable for any contractual or other claim caused by or related to the construction, implementation, and/or operation of the Project. Grant Recipient agrees to indemnify and hold harmless the County from any claims or actions arising in any manner related to the construction, implementation, and/or operation of the Project.

5. **Termination.**

- A. County may immediately terminate this Agreement based upon the occurrence of any of the following:
- i. Any fraudulent representation on a material matter related to securing and utilizing grant funds under this Agreement.
 - ii. Failure to satisfactorily comply with any provision of this Agreement, any term of the Grant Application, and/or any Grant Program Guideline, as determined by the Subcommittee in its sole discretion.
 - iii. Failure to adhere to the terms of applicable county, state, or federal laws, regulations, or stated public policy.

The occurrence of any of the above shall constitute a default under this agreement.

- B. In the event of default by Grant Recipient, County has the discretion to elect to terminate this Agreement, in whole or in part and/or require the Grant Recipient to repay the grant funds within thirty (30) days from written notice or allow Grant Recipient an opportunity to cure the default prior to termination and/or repayment. This clause shall not be interpreted to limit the County's remedies in law or equity.

6. **Miscellaneous.**

- A. Governing Law. The parties agree that economic incentives are governed by the Official Code of Cobb County, Georgia, Sec. 2-166, et seq., as amended. The parties further agree this Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to its conflicts of laws rules. The courts located in Cobb County, Georgia shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party consents to the exclusive jurisdiction of these courts.
- B. Status. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Grant Recipient and County. Grant Recipient understands and agrees that he/she/it is not authorized to incur any expenses or any liability whatsoever on behalf of the County and has no authority, expressed or implied, to obligate or make representations on behalf of the County.
- C. Entire Agreement and Signatures. This Agreement contains the entire agreement between the parties, and no promise, terms, or obligations, other than herein set forth, or subsequently set forth in writing and signed by all parties hereto, shall be binding upon any party hereto. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written instrument, subject to approval by the County and execution by all parties.
- D. Assignment. The parties may not assign this Agreement or the rights and obligations herein without the prior written consent of the other parties. The Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to the Agreement and their respective successors and permitted assigns.

IN WITNESS WHEREOF, County and Grant Recipient have signed this Grant Agreement, effective on the last date this Agreement is signed by both parties as indicated by the dates set forth under signatures below.

(GRANT RECIPIENT)

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

By: _____

Title: Notary

Seal

COBB COUNTY, GEORGIA

By: _____

Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Date: _____

Attest:

By: Pamela L. Mabry
Title: County Clerk

Approved as to Form:

Cobb County Attorney's Office

Seal

Approved as to Form:

Community Development Agency

Exhibit A
(GUIDELINES)

Exhibit B
(APPLICATION)

Exhibit C

(ADDITIONAL TERMS – NYOO Agency, Inc)

The Grant Subcommittee request that the grant funds be used in the following manner:

\$8,200.00 towards funding for:

\$3,500 for the designing their web-based marketing tool.

\$2,500 for purchasing video and photo editing hardware

\$2,200 for purchasing videography equipment

COBB COUNTY ENTREPRENEURSHIP AND INNOVATION

GRANT PROGRAM Guidelines

PURPOSE

The purpose of the Cobb County Entrepreneurship and Innovation Grant Program is to stimulate successful and unique Business Investment development and expansion in Cobb County.

By making economic development grant funds available, the County will be growing its entrepreneurial ecosystem, supporting existing Business Investment and early-stage venture growth, in order to increase jobs, opportunities and grow the commercial tax base in Cobb County.

A business receiving funding through this program will be encouraged to be a resident of Cobb County and be encouraged to employ Cobb County residents. The program will provide the following range for grant awards:

- **Grant: From \$1,500.00- \$10,000.00**

GRANT SUBCOMMITTEE

The Grant Subcommittee (Subcommittee) will review all applications and make grant recommendations. The Subcommittee will be comprised of 5 members recommended from:

Kennesaw State University Office of Community Engagement
SelectCobb (Banking Sector)
Cobb Travel and Tourism
Cobb Young Professionals
The Coalition of Cobb County Business Associations

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9. Accounting firm
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Description of Business Operations:

16. Detailed Written [Business Plan](#)

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Supplemental Information

18. (see application)

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- a. Have a thorough understanding of their market
- b. Have assembled a talented team
- c. **Have a passion for building their venture in Cobb County**

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13. Documents, including but not limited to financial statements, business plans, customer and supplier lists, description of inventory or assets, contractual obligations and existing liabilities, submitted during the application process shall be treated as confidential information.

Business Investment Grant Application
Large Grant (\$1,501 - \$10,000)

BUSINESS INFORMATION	
Your Name/Title	Brent Baldwin, founder
Business Name/DBA	NYOO Agency
Business Address	3307 Allegheny Dr. Marietta, GA 30066
Date business started	July 1, 2020
Number of employees	1 FTE, multiple freelance
Business telephone number	678-756-8061
Email address	baldwin@nyooagency.com
Tax ID/Employment Identification Number	[REDACTED]
Primary bank	Wells Fargo
Accounting firm	Wave Accounting - online tool
Attorney	N/A

BUSINESS FINANCIAL INFORMATION	
Annual sales for the past 3 years (if applicable)	\$ - \$ - \$ -
Current business checking account balance	\$ 500
Balance(s) in other accounts	\$ N/A
Existing business debts (list on separate sheet)	\$ -
Amount of grant request (detail how funds will be used on separate page)	\$ 8,200
Principal owner information	Brent Baldwin

COMPANY / PROJECT DESCRIPTION

see attached Biz plan and usage of funds overview.

CHECKLIST

Application Will Not Be Accepted Unless Items Listed Below Are Included With Application.

- Business Financial Statements for past 3 years (if applicable)
- Existing Business Debts.
- Detailed written Business Plan (5-10 pages) or Power Point (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.)
- Detailed list of intended use of the funds (1-2 pages).
- Copy of current business license.
- Copy of certification of entrepreneurship training (if applicable)

Thank you for your effort in completing the application form. Please sign the proposal below.

Signature 

Brent Baldwin
Print your name

8/24/2020
Date



Cobb County Entrepreneurship and Innovation Grant Usage of Funds

The NYOO Agency ([WEB](#)) was founded to give companies and brands *Everything you need, nothing you don't*. One of the values ([LINK](#)) that NYOO was built around is doing good by investing in the communities we live in. Thus, in addition to the work that NYOO is already completing for large national brands, we are working to build out a self-service tool for local Cobb businesses to explore how marketing, particularly social media marketing, can help their business grow.

To kick start this process, and so that we don't have to wait for NYOO to self-fund these efforts, we are applying for the grant with specific needs to start this self-service marketing tool for local businesses.



Human Resources

Item No. 32.

Tony Hagler, Human Resources Director

Districts All

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Tony Hagler, Human Resources Director

DATE: December 15, 2020

PURPOSE

To renew the Firefighters' Cancer Benefit Program required by the State of Georgia.

BACKGROUND

All legally organized fire departments in Georgia are required by House Bill 146 (2016-2017), to provide a Lump Sum Cancer Benefit and Long-Term Disability (Income Replacement) Benefit to firefighters effective January 1, 2018 and thereafter. The Board of Commissioners previously approved coverage for the 2018 and 2019 plan years with CHUBB Insurance. The County benefit consultants, EPIC Insurance Brokers & Consultants, has negotiated a renewal of this coverage with CHUBB for 2021 at no premium rate change. The total cost will increase slightly due to an increase in firefighter headcount. Human Resources and EPIC recommend renewal with CHUBB Insurance for coverage for 2021.

IMPACT STATEMENT

N/A

FUNDING

Funding for this benefit was included in the FY21 Fire Fund budget.

RECOMMENDATION

The Board of Commissioners approve renewal of the coverage the Firefighters' Cancer Benefit required by the State of Georgia with CHUBB Insurance for the 2021 plan year and further authorize the Chairman to sign any necessary documents.

ATTACHMENTS

None



Human Resources

Item No. 33.

Tony Hagler, Human Resources Director

Districts All

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Tony Hagler, Human Resources Director

DATE: December 15, 2020

PURPOSE

To approve a contract with Anthem for the self-funded Medical Plan Stop Loss insurance for the 2021 Plan Year.

BACKGROUND

The renewal process for stop loss insurance for the County's self-funded medical plan for the 2021 Plan Year has been completed. Quotes were solicited from twelve carriers. The coverage quote from Anthem was the lowest provided, with no change in coverage.

An alternative option, that has the County assume an extra \$150,000 of liability, was offered by Anthem at a \$188,000 lower annual premium. The per person deductible for this coverage will stay the same as 2020. The premium change is an increase of \$599,000 annually, or +27.5% compared to current stop loss premium. While this increase is higher than expected, it has less than a 1% impact to the self-funded medical plan FY21 budget. The reason for increase is due to increase of catastrophic claims approximately 75% higher than stop loss premiums paid for 2019 and YTD 2020.

Human Resources and EPIC recommend coverage remain with Anthem for the 2021 Plan Year with the alternative option quoted. The term of the contract is one year, January 1, 2021 through December 31, 2021.

IMPACT STATEMENT

N/A

FUNDING

Annual funding for these services are available in the Medical Fund.

RECOMMENDATION

The Board of Commissioners to approve a contract with Anthem for the self-funded Medical Plan Stop Loss insurance for January 1, 2021 through December 31, 2021 for the PPO, Open Access POS, and the HMO

medical plans; and authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 34.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: William Volckmann, Director/Comptroller

DATE: December 15, 2020

PURPOSE

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

BACKGROUND

Georgia Law, O.C.G.A. §36-81-3(b), requires each unit of local government to operate under an annual balanced budget adopted by ordinance or resolution. Cobb County Code 2-49 provides for revisions to the adopted budget during the year only by formal action of the commission in a regular meeting.

In an official opinion dated February 24, 1999, the Attorney General of the State of Georgia concluded that all amendments to the budgets of local governments must be adopted by ordinance at each meeting when the amendments are approved by the Board of Commissioners.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners adopt a resolution adopting all budget amendments set forth in agenda items on this date.

ATTACHMENTS

1. 12082020 Resolution

COBB COUNTY BOARD OF COMMISSIONERS

RESOLUTION

ADOPTING ALL BUDGET AMENDMENTS
SET FORTH IN AGENDA ITEMS ON THIS DATE

WHEREAS, Georgia Law, O.C.G.A. § 36-81-3 (b), requires each unit of government to operate under an annual balanced budget adopted by ordinance or resolution; and

WHEREAS, Cobb County Code 2-49 provides for revisions to the adopted budget during the year only by formal action of the commission in a regular meeting; and

WHEREAS, in official opinion date February 24, 1999, the Attorney General of the State of Georgia concluded that all amendments to the budgets of local government must be adopted by ordinance or resolution;

NOW, THEREFORE, BE IT RESOLVED the Cobb County Board of Commissioners does hereby adopt all such budget amendments as are set forth in agenda items which are adopted by the Board of Commissioners without change this date, as well as other such budget amendments as shall be specifically detailed in motions adopted by the Board of Commissions this date.

This 8th of December 2020



Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 35.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: William Volckmann, Director/Comptroller

DATE: December 15, 2020

PURPOSE

To adopt a Supplemental Bond Resolution (the "Supplemental Bond Resolution") ratifying, confirming and approving, without limitation, the acceptance of the lowest responsive bid for the purchase of the Cobb County, Georgia Water and Sewerage Improvement Revenue Bonds, Series 2020 (the "Series 2020 Bonds") in order to finance a portion of the costs associated with the restoration and replacement capital improvements at the South Cobb Influent Lift Station and other long-term capital improvements to the County's Water System to be undertaken during fiscal year 2021 through fiscal year 2023, the award of the sale of the Series 2020 Bonds to the lowest responsive bidder, and the final terms of the Series 2020 Bonds, and for other related purposes.

BACKGROUND

On October 30, 1985, the Board of Commissioners adopted a bond resolution (as supplemented and amended, the "1985 Bond Resolution") authorizing the issuance of revenue bonds to pay the costs of adding to, extending, improving and equipping the Water System, creating and pledging a first priority lien on the net revenues arising from the ownership and operation of the Water System to secure payment of such revenue bonds and providing for the issuance of additional parity bonds in the future secured by such net revenue pledge on a parity basis (as issued in accordance with the 1985 Bond Resolution from time to time, collectively, "Parity Bonds").

On November 10, 2020, the Board of Commissioners adopted a Bond Resolution (the "Parameter Bond Resolution") pertaining to the Series 2020 Bonds, which Parameter Bond Resolution provides, without limitation, as follows: (a) authorizes the issuance of not to exceed \$35,000,000 in original aggregate principal amount of "Cobb County, Georgia Water and Sewerage Improvement Revenue Bonds, Series 2020" in order to finance a portion of the costs associated with the restoration and replacement capital improvements at the South Cobb Influent Lift Station and other long-term capital improvements to the Water System to be undertaken during fiscal year 2021 through fiscal year 2023 (collectively, the Series 2020 Capital Improvement Project"); (b) approves the appointment of The Bank of New York Mellon Trust Company, N.A., as the paying agent and bond registrar for the Series 2020 Bonds; (c) approves the pre-pricing form of the report of the Consulting Engineer describing the Series 2020 Capital Improvement Projects and other related matters as required pursuant to the 1985 Bond Resolution, which is attached to the Parameter Bond Resolution as an Exhibit

thereto (the "Consulting Engineer's Report"); (d) approves the not-to-exceed parameters for the pricing and payment terms of the Series 2020 Bonds set forth in the Parameter Bond Resolution; (e) approves the Official Notice of Sale and the Preliminary Official Statement in substantially the forms of the drafts attached to the Parameter Bond Resolution as Exhibits and approves the Continuing Disclosure Certificate in substantially the form included as an Appendix to the Preliminary Official Statement; (f) authorizes proceeding with the validation of the Series 2020 Bonds; (g) delegates to the Chairman, the Vice Chair, the County Manager, the Finance Director/Comptroller and the Assistant Finance Director/Comptroller of the County, each respectively, acting on behalf of the County, the authority to accept the lowest conforming bid for the purchase of the Series 2020 Bonds from, and award the sale of the Series 2020 Bonds to, the lowest responsive bidder proposing the lowest true interest cost to the County, and thereby approve the interest rates and maturity dates of the Series 2020 Bonds (subject to the pre-pricing terms and parameters approved in the Parameter Bond Resolution); (h) authorizes the preparation, execution and delivery of the final Official Statement, a Bond Terms Certificate, a Rule 10b-5 and Rule 15c2-12 Certificates, a Paying Agent and Bond Registrar Agreement, a Tax Certificate and Compliance Agreement, and all other documents necessary or appropriate in connection with the issuance and competitive sale of the Series 2020 Bonds; (i) authorizes the Chairman, the County Manager, the Finance Director/Comptroller, the Assistant Finance Director and the Water System Director of the County to take all other necessary or appropriate actions and to execute all necessary or appropriate documents to accomplish the foregoing; and (j) approves all other matters set forth in the Parameter Bond Resolution and all other actions and matters required or appropriate in connection with the issuance and competitive sale of the Series 2020 Bonds.

On November 18, 2020, the County, with the assistance of its Financial Advisor, conducted the competitive sale of the Series 2020 Bonds in accordance with the Parameter Bond Resolution and the Official Notice of Sale and Preliminary Official Statement approved thereby and awarded the sale of the Series 2020 Bonds to the lowest responsive bidder proposing the lowest true interest cost to the County in conformance with the parameters of the Parameter Bond Resolution. Accordingly, it is requested that the Board of Commissioners adopt the Supplemental Bond Resolution supplementing the Parameter Bond Resolution (as so supplemented thereby, the "Series 2020 Bond Resolution") ratifying, confirming and approving, inter alia, the following: (i) the issuance and sale of its Series 2020 Bonds in the original aggregate principal amount of \$29,995,000, bearing interest and payable in accordance with the terms and conditions of the Series 2020 Bond Resolution, and (ii) the taking of the actions and the execution and delivery of the documents described under "Recommendation" hereinafter and other matters related thereto set forth in the Supplemental Bond Resolution.

IMPACT STATEMENT

N/A

FUNDING

Funding will be made available with the following transactions:

Increase Revenue:	545-500-6610-4910 (Bond Proceeds)	\$29,995,000.00
	545-500-6610-4915 (Premium from Bond Sale)	\$5,398,021.15
		\$35,393,021.15

Increase Expenditure:	545-500-6610-6326 (Professional Services)	\$274,258.74
	545-500-6610-6947 (Underwriter's Discount)	\$118,762.41
	545-500-6611-6594 (Interfund Transfer Expense)	\$22,014,426.00
	545-500-6612-6594 (Interfund Transfer Expense)	\$6,965,491.00
	545-500-6613-6594 (Interfund Transfer Expense)	\$6,020,083.00
		\$35,393,021.15

Issuance costs will be paid from Bond proceeds and on-going bond administration costs will be budgeted.

Bond activity will be managed in Fund 545, Water and Sewerage Improvement Bond, Series 2020. Projects identified in the Consulting Engineer's Report will be funded with bond proceeds via interfund transfers from Fund 545 to other respective funds within the Water System, as needed. Interest earnings accrued on bond proceeds will be appropriated into Fund 545 and applied as aforesaid.

RECOMMENDATION

That the Board of Commissioners adopt the Supplemental Bond Resolution supplementing the Parameter Bond Resolution (as so supplemented hereby, the "Series 2020 Bond Resolution") ratifying, confirming and approving, inter alia, the following: (i) the issuance and sale of its Series 2020 Bonds in the original aggregate principal amount of \$29,995,000, bearing interest and payable in accordance with the terms and conditions of the Series 2020 Bond Resolution; (ii) the acceptance of the lowest responsive bid proposing the lowest true interest cost for the purchase of the Series 2020 Bonds pursuant to the terms of, and within the parameters established by, the Parameter Bond Resolution; (iii) the preparation, execution, delivery, distribution and use of an Official Statement for the Series 2020 Bonds, (iv) the final post-pricing from of the Consulting Engineer's Report; (v) the preparation, execution and delivery of the Bond Terms Certificate and all other documents necessary or appropriate in connection with the issuance and sale of the Series 2020 Bonds; (vi) the Chairman, the County Manager, the Finance Director/Comptroller, the Assistant Finance Director and the Water System Director of the County taking all other necessary or appropriate actions and executing all necessary or appropriate documents to accomplish the purposes of the Series 2020 Bond Resolution; and (vii) other matters related thereto.

UNDER SEPARATE COVER

Supplemental Bond Resolution

ATTACHMENTS

None



CDBG

Kimberly Roberts, Managing Director

Districts All

Item No. 36.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Kimberly Roberts, Managing Director

DATE: December 15, 2020

PURPOSE

To authorize the third allocation of Community Development Block Grant CARES funding provided by the Department of Housing and Urban Development.

BACKGROUND

On April 9, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act, P.L. 116-136) provided \$5 billion in supplemental Community Development Block Grant (CDBG) funding for grants to “prevent, prepare for, and respond to coronavirus, domestically or internationally.” On Friday, September 11, 2020, HUD announced a third tranche of CDBG CARES Act funding to prevent, prepare for, and respond to the Coronavirus. As such, Cobb County has received an additional allocation of \$3,228,311 in CDBG-CV3 funding.

The County's CDBG-CV3 Program will primarily address the Priority Need of Emergency Housing Assistance with accompanying case management for local nonprofits as it relates to the COVID-19 pandemic. The CDBG-CV3 Rental Assistance Grant Application Cycle commenced on Friday, October 2, 2020 and concluded on Friday, October 23, 2020. Applications were accepted from local non-profits and were evaluated for potential funding by the Applications Review Committee.

The application requests were rated based on the following criteria: 1) thoroughness of the grant application; 2) organization's prior grant expenditure history; and 3) the organization's staff and financial capacity. Based on ratings of the applications, the CDBG Program Office recommends the proposed funding as listed in Attachment A.

All citizen participation activities were carried out in compliance with the County's Citizen Participation Plan requirements. A Public Notice was published on Thursday, November 19, 2020 commencing a 10-day Public Comment period that concluded on Tuesday, December 1, 2020. A virtual Public Review Meeting was held at 11:00 a.m. on Tuesday, November 24, 2020. No Public Comments were received.

IMPACT STATEMENT

Cobb County receives CDBG funding without a requirement for matching funds. Cobb County will have no matching obligations under this program. If this funding were reduced or no longer made available, we would no longer pay for professional services and operating costs, the programs would be terminated, and the employment positions eliminated.

FUNDING

The budget appropriations shown in Attachment A will account for the receipt and expenditure of Program Year 2020 CDBG-CV3 funds.

RECOMMENDATION

The Board of Commissioners authorize the third allocation of Community Development Block Grant CARES funding provided by the Department of Housing and Urban Development; the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. ATTACHMENT A CDBG- CV3

ATTACHMENT A

CDBG-CV3 Allocation: \$3,228,311.00								
Project Description	PY2020 CDBGCV3 Recommended Allocation	Fund	Dept	Major Program	Program	Major Program	Revenue	Expense
Center for Family Resources, Inc. - Rental/Utility Assistance/Case Management	\$ 500,000.00	285	390	CV20	T20CF	R	4412	6574
Must Ministries, Inc. - Rental/Utility Assistance/Case Management	\$ 766,324.40	285	390	CV20	T20MJ	R	4412	6574
Ser Familia, Inc. - Rental/Utility Assistance/Case Management	\$ 350,000.00	285	390	CV20	T20SF	R	4412	6574
Zion Keepers, Inc. - Rental/Utility Assistance/Case Management	\$ 966,324.40	285	390	CV20	T20ZU	R	4412	6574
Cobb County CDBG Program Office - Contract	\$ 419,680.43	285	390	CV20	T20AC	A	4412	6312
Cobb County CDBG Program Office - Administration and Planning	\$ 225,981.77	285	390	CV20	T20AC	A	4412	6574
TOTAL	\$ 3,228,311.00							



CDBG

Kimberly Roberts, Managing Director

Districts All

Item No. 37.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Kimberly Roberts, Managing Director

DATE: December 15, 2020

PURPOSE

To amend Program Year 2020 Annual Action Plan based upon the revised final grant award for the Community Development Block Grant and the HOME Investment Partnerships Act programs.

BACKGROUND

On Thursday, October 22, 2020, the Cobb County CDBG Program Office received written correspondence from the U.S. Department of Housing and Urban Development revising the County's Program Year 2020 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) final allocations. Cobb County initially received \$3,656,327.00 in CDBG funding and \$1,533,150.00 in HOME funding for Program Year 2020.

According to this Notice the correction to the formula resulted in a decrease in the funding allocations both for the CDBG and HOME Program. The revised allocation for CDBG is \$3,655,771.00 and HOME is \$1,532,824.00, which represents a \$556.00 decrease in funding for CDBG and a \$326.00 decrease in HOME funding.

All citizen participation activities were carried out in compliance with HUD requirements. A Public Notice was published on Monday, November 23, 2020, commencing a 10-day public comment period that concluded on Friday, December 4, 2020. This amendment was reviewed at a Public Review Meeting on Tuesday, November 24, 2020. No public comments were received.

IMPACT STATEMENT

Community Development Block Grant and HOME Investment Partnerships Program funds have been provided to Cobb County by the U.S. Department of Housing and Urban Development (HUD) and the reallocation of these funds is permissible under HUD guidelines. All citizen participation guidelines have been met via public notice and public review meeting. The amount of this reallocation of funds constitutes a substantial amendment. There will be no impact to the General Fund.

FUNDING

The budget appropriation shown in Attachment A reflects the decreases in budget line items for Program Year 2020 for CDBG and HOME programs.

RECOMMENDATION

The Board of Commissioners authorize an amendment to Program Year 2020 Annual Action Plan based upon the revised final grant award for the Community Development Block Grant and the HOME Investment Partnerships Act programs; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. PY2020 ABC Attachment - RevisedFinal Allocations12.15.20

ATTACHMENT A

PY2020 Community Development Block Grant (CDBG) Recommendations			PY2020 [\$3,655,771.00]							
Project Description	Final Allocations	Revised Allocations	Net Allocation +/-	Fund	Dept	Major Program	Phase	Program	Revenue	Expense
Cobb County										
Cobb County CDBG Program Office Administration and Planning - Contract	\$ 567,569.20	\$ 567,569.20	\$ -	285	390	CD20	A	C20CA	4412	6312
Cobb County CDBG Program Office Administration and Planning	\$ 100,000.00	\$ 99,722.00	\$ (278.00)	285	390	CD21	A	C20CA	4412	6574
Cooperating Cities										
City of Acworth - Durr Field Park Improvements	\$ 276,642.59	\$ 276,642.59	\$ -	285	390	CD20	F	C20C1	4412	6574
City of Austell - TBD	\$ 66,000.00	\$ 66,000.00	\$ -	285	390	CD20	F	C20C2	4412	6574
City of Kennesaw - Woodland Acres Infrastructure Improvements	\$ 260,000.00	\$ 260,000.00	\$ -	285	390	CD20	F	C20C3	4412	6574
City of Powder Springs - TBD	\$ 95,487.00	\$ 95,487.00	\$ -	285	390	CD20	F	C20C8	4412	6574
County Agencies										
Cobb County Housing Rehabilitation - Administration	\$ 195,000.00	\$ 195,000.00	\$ -	285	390	CD20	W	C20C6	4412	6312
Cobb County Owner-Occupied Housing Rehabilitation - Grants	\$ 250,000.00	\$ 250,000.00	\$ -	285	390	CD20	S	C20C5	4412	6574
Public Services										
Atlanta Legal Aid - Fair Housing Outreach and Education	\$ 10,000.00	\$ 10,000.00	\$ -	285	390	CD20	P	C20LA	4412	6574
Catholic Charities of the Archdiocese of Atlanta, Inc. - Bi-lingual Housing Counseling	\$ 5,000.00	\$ 5,000.00	\$ -	285	390	CD20	P	C20CT	4412	6574
Cobb Senior Services - Van Acquisition	\$ 39,000.00	\$ 39,000.00	\$ -	285	390	CD20	P	C20CC	4412	6574
Cumberland Community Church - Independent Work Program Expansion	\$ 21,278.90	\$ 21,278.90	\$ -	285	390	CD20	P	C20CH	4412	6574
Fair Housing Education	\$ 40,000.00	\$ 40,000.00	\$ -	285	390	CD20	P	C20FH	4412	6574
Georgia Community Support & Solutions, Inc. - Van Acquisition	\$ 25,720.00	\$ 25,720.00	\$ -	285	390	CD20	P	C20B9	4412	6574
Girls, Inc. - Van & Equipment Acquisition	\$ 30,000.00	\$ 30,000.00	\$ -	285	390	CD20	P	C20BG	4412	6574
Must Ministries Inc. - TBRA Case Management	\$ 30,000.00	\$ 30,000.00	\$ -	285	390	CD20	P	C20CJ	4412	6574
Orange Duffel Bag Initiative - Salary/Operating Costs - GEAR UP Georgia Afterschool Program	\$ -	\$ -	\$ -	285	390	CD20	P	C20OD	4412	6574
SafePath Children's Advocacy Center, Inc. - Salary/Operating Costs - Youth Services	\$ 160,000.00	\$ 160,000.00	\$ -	285	390	CD20	P	C20CP	4412	6574
Ser Familia, Inc. - Salary/Operating Costs - Assistance for Low-Income Latino Families in Cobb County	\$ 5,000.00	\$ 5,000.00	\$ -	285	390	CD20	P	C20SF	4412	6574
The Center for Family Resources, Inc. - TBRA Case Management	\$ -	\$ -	\$ -	285	390	CD20	P	C20CB	4412	6574
The Extension, Inc. - Salary/Operating Costs -Women's Recovery Program	\$ 70,000.00	\$ 70,000.00	\$ -	285	390	CD20	P	C20CE	4412	6574
Traveler's Aid of Metropolitan Atlanta, Inc. - TBRA Case Management	\$ 15,000.00	\$ 15,000.00	\$ -	285	390	CD20	P	C20HA	4412	6574
Turner Hill Community Development Corporation - Salary/Operating Costs - Harmony House	\$ 20,000.00	\$ 20,000.00	\$ -	285	390	CD20	P	C20CT	4412	6574
Zion Baptist Church of Marietta - Salary/Operating Costs - Project Wellness Counseling Center	\$ 10,000.00	\$ 10,000.00	\$ -	285	390	CD20	P	C20ZB	4412	6574
Zion Keepers, Inc. - Salary/Operating Costs - Project HOPE	\$ 65,000.00	\$ 65,000.00	\$ -	285	390	CD20	P	C20ZK	4412	6574
Public Facilities										
Cobb Works - Acquisition -Workforce Facility ¹	\$ -	\$ -	\$ -	285	390	CD20	F	C20CW	4412	6574
MUST Ministries - Acquisition - Shelter Facility ²	\$ 250,000.00	\$ 250,000.00	\$ -	285	390	CD20	F	C20CJ	4412	6574
Girls, Inc. - Facility Renovations	\$ 250,000.00	\$ 250,000.00	\$ -	285	390	CD20	F	C20BG	4412	6574
Good Samaritan Health Center of Cobb - Facility Renovations	\$ 250,000.00	\$ 250,000.00	\$ -	285	390	CD20	F	C20GS	4412	6574
Right in the Community, Inc. - Group Rehabilitation Project	\$ 100,000.00	\$ 100,000.00	\$ -	285	390	CD20	F	C20RC	4412	6574
Tommy Nobis Center - Facility Renovations	\$ 131,148.31	\$ 131,148.31	\$ -	285	390	CD20	F	C20CN	4412	6574
City of Smyrna										
City of Smyrna Administration & Planning	\$ 53,696.20	\$ 53,418.20	\$ (278.00)	285	390	CD20	A	C20SA	4412	6574
City of Smyrna Administration & Planning Cobb County CDBG Office	\$ 10,000.00	\$ 10,000.00	\$ -	285	390	CD20	A	C20SA	4412	6312
City of Smyrna Various Public Facilities Projects	\$ 254,784.80	\$ 254,784.80	\$ -	285	390	CD20	F	C20S8	4412	6574
TOTAL	\$ 3,656,327.00	\$ 3,655,771.00	\$ (556.00)							
¹ Pre-Award Amount - \$250,000.00 - Cobb Works (Year 2 of 4)										
² Pre-Award Amount - \$250,000.00 - MUST Ministries (Year 4 of 4)										

ATTACHMENT B

PY2020 HOME Investment Partnerships (HOME) Recommendations				PY2020 [\$1,533,150.00]						
Project Description	PY2020 Recommendations	PY2020 Recommendations	Net Allocation +/-	Fund	Dept	Major Program	Phase	Program	Revenue	Expense
Cobb County										
CHDO Operating and Activities										
Cobb CHDO Reserves (15%) - CHDO Activities	\$ 229,972.50	\$ 229,972.50	\$ -	287	390	HM20	C	H20CI	4412	6617
Cobb CHDO - Operating (5%) - CHDO Operating	\$ 76,657.50	\$ 76,657.50	\$ -	287	390	HM20	O	H20BI	4412	6617
Other HOME Activities										
Cole Street Development Corporation - Acquisition & Rehabilitation - Rental	\$ 230,829.54	\$ 230,829.54	\$ -	287	390	HM20	Q	H20CI	4412	6618
Habitat for Humanity of NW Metro Atlanta, Inc - Acquisition	\$ 250,000.00	\$ 250,000.00	\$ -	289	390	HM20	N	H20CH	4412	6618
Habitat for Humanity of NW Metro Atlanta, Inc - Down Payment Assistance	\$ 100,000.00	\$ 100,000.00	\$ -	289	390	HM20	D	H20BH	4412	6618
liveSAFE Resources - Tenant Based Rental Assistance	\$ 50,000.00	\$ 50,000.00	\$ -	289	390	HM20	R	H20CY	4412	6618
MUST Ministries, Inc. - Tenant Based Rental Assistance	\$ 175,787.00	\$ 175,787.00	\$ -	287	390	HM20	R	H20CJ	4412	6618
The Center for Family Resources, Inc. - Tenant Based Rental Assistance	\$ -	\$ -	\$ -	287	390	HM20	R	H20HB	4412	6618
Traveler's Aid of Metropolitan Atlanta, Inc. - Tenant Based Rental Assistance	\$ 50,000.00	\$ 50,000.00	\$ -	287	390	HM20	R	H20HA	4412	6618
Zion Keepers, Inc. - Tenant Based Rental Assistance	\$ 120,000.00	\$ 120,000.00	\$ -	287	390		R	H20HA	4412	6618
City of Roswell										
City of Roswell CHDO - CHDO Activities (15%)	\$ 16,098.07	\$ 16,098.07	\$ -	287	390	HM20	C	H20RM	4412	6617
City of Roswell CHDO - CHDO Operating (5%)	\$ 5,366.02	\$ 5,366.02	\$ -	287	390	HM20	O	H20WM	4412	6617
City of Roswell - Affordable Housing Activities	\$ 75,124.37	\$ 75,124.37	\$ -	287	390	HM20	U	H20R9	4412	6618
City of Roswell Program Administration	\$ 5,366.02	\$ 5,284.52	\$ (81.50)	287	390	HM20	A	H20RA	4412	6619
City of Roswell Program Administration to Cobb County	\$ 5,366.02	\$ 5,284.52	\$ (81.50)	287	390	HM20	A	H20RC	4412	6619
Administration										
Cobb County Program Administration	\$ 142,582.96	\$ 142,419.96	\$ (163.00)	287	390	HM20	A	H20CA	4412	6619
TOTAL	\$ 1,533,150.00	\$ 1,532,824.00	\$ (326.00)							



CDBG

Kimberly Roberts, Managing Director

Districts All

Item No. 38.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Kimberly Roberts, Managing Director

DATE: December 15, 2020

PURPOSE

To amend Program Years 2016, 2017, 2018, 2019 and 2020 Annual Action Plans for the reallocation of unexpended Community Development Block Grant program and Home Investment Partnerships program funds.

BACKGROUND

CDBG

A total of \$241,689.60 in unexpended Community Development Block Grant (CDBG) funds from various subrecipient projects is available for reallocation as a result of the receipt of program income from repayment of CDBG-assisted property sales. Per HUD regulations at 24 CFR §570.504, program income funds must be expended prior to requesting additional CDBG program grant funds. In compliance with this HUD regulation, a total of \$241,689.60 in program income funds was expended by various CDBG Program Subrecipients for CDBG eligible projects. As a result, the following organizations are recommended for an increase of their current budgets as a result of program income expenditures:

CDBG PROGRAM YEAR 2019

CDBG Program funding for CCYA in the amount of \$14,394.29, Nobis Works in the amount of \$44,271.00, City of Acworth in the amount of \$46,442.53.

CDBG PROGRAM YEAR 2020

Zion Keepers in the amount of \$17,171.80, The Extension in the amount \$15,971.90, SafePath in the amount of \$45,695.94, Right in the Community (AKA Special Needs Cobb) in the amount of \$35,193.19, Must Ministries in the amount of \$3,092.41.

HOME

Cobb County, as lead entity for the Georgia Urban County Consortium, periodically receives Program Income from HOME Investment Partnerships Program (HOME) funded projects. HOME projects can incur program income from the sale of HOME-assisted properties or repayment of loans and these monies are utilized for current eligible HOME activities. The County is required to use program income funds for project expenses

prior to expending additional HOME program grant funds. In order to comply with this HUD regulation, the County used program income funds rather than grant funds to pay for eligible expenses.

As a result, the following organizations are recommended for an increase of their current budgets as a result of program income expenditures:

HOME PROGRAM YEAR 2016

HOME Program funding for Center for Family Resources in the amount of \$39,542.64, LiveSafe Resources in the amount of \$11,669.88.

HOME PROGRAM YEAR 2017

HOME Program funding for Must Ministries in the amount of \$58,700.86, LiveSafeResources in the amount of \$2,356.71.

HOME PROGRAM YEAR 2018

HOME Program funding for Must Ministries in the amount of \$121,004.44, Center for Family Resources in the amount of \$45,646.00.

HOME PROGRAM YEAR 2019

HOME Program funding for Zion Keepers in the amount of \$62,359.31.

These respective Subrecipients will not require a funding transfer but will require Board approval for the increase of their current budgets and execute Subrecipient Agreement Amendments.

All citizen participation activities were carried out in compliance with HUD requirements. A Public Notice was published on Wednesday, December 2, 2020, commencing a 5-day public comment period that concluded on Monday, December 7, 2020. This amendment was reviewed at a Virtual Public Review Meeting on Friday, December 4, 2020. No public comments were received.

IMPACT STATEMENT

CDBG and HOME Program funds have been provided to Cobb County by HUD and the reallocation of these funds is permissible under HUD guidelines. All citizen participation requirements have been met via public notice and Public Review Meeting. There will be no impact to the General Fund.

FUNDING

The budget appropriation shown in Attachment A and Attachment B account for the transfer of unexpended CDBG and HOME funds to other eligible activities.

RECOMMENDATION

The Board of Commissioners amend Program Years 2016, 2017, 2018, 2019 and 2020 Annual Action Plans for the reallocation of unexpended Community Development Block Grant program and Home Investment Partnerships program funds; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Attachment A - CDBG Program Reallocations
2. Attachment B - HOME Program Reallocations

Attachment A - CDBG Program Reallocations

Attachment A - CDBG Program Reallocations			
CDBG			
Transfer Type	Budget Line	Organization/ Project Description	Amount
Transfer from :	285-390-CD18-C18S8-F-6574	City of Smyrna Public Facilities	\$ 150.00
Transfer to:	285-390-CD18-C18CJ- P-6574	Must Ministries Inc. - TBRA Case Management	\$ 150.00
Transfer from:	285-390-CD19-C19SV-P-6574	The Salvation Army Marietta Corps - Salary/Operating Costs - Family Emergency Services	\$ 6,718.13
Transfer to:	285-390-CD19-C19CJ- P-6574	Must Ministries Inc. - TBRA Case Management	\$ 6,718.13
Transfer from:	285-390-CD19-C19SA-A-6574	City of Smyrna Administration & Planning	\$ 2,557.84
Transfer from:	285-390-CD19-C19SA-F-6574	City of Smyrna Administration & Planning Code Enforcement	\$ 9,362.90
Transfer to:	285-390-CD19-C19CJ- F-6574	Must Ministries Inc. - TBRA Case Management	\$ 11,920.74
Transfer from:	285-390-CD20-C20B9-P-6574	Georgia Community Support & Solutions, Inc. - Van Acquisition	\$ 58.90
Transfer to:	285-390-CD20-C20CJ- P-6574	Must Ministries Inc. - TBRA Case Management	\$ 58.90
Transfer from:	285-390-CD20-C20BG-P -6574	Girls, Inc - Van & Equipment Acquisition	\$ 1,700.00
Transfer to:	285-390-CD20-C20CJ- P-6574	Must Ministries Inc. - TBRA Case Management	\$ 1,700.00
Transfer from:	285-390-CD20-C20LA-P-6574	Atlanta Legal Aid - Fair Housing Outreach and Education	\$ 5,098.39
Transfer to:	285-390-CD20-C20CE-P-6574	The Extension, Inc. - Salary/Operating Costs -Women's Recovery Program	\$ 5,098.39
Transfer from:	285-390-CD20-C20ZB-P-6574	Zion Baptist Church - Salary/Operating Costs - Project Wellness Counseling Center	\$ 6,028.36
Transfer to:	285-390-CD20-C20CE-P-6574	The Extension, Inc. - Salary/Operating Costs -Women's Recovery Program	\$ 6,028.36
		<i>Total</i>	\$ 31,674.52

Attachment B - HOME Program Reallocations

HOME			
Transfer Type	Budget Line	Organization/ Project Description	Amount
Transfer from :	287-390-HM16-HM16MH-D-6574	Marietta Housing Authority-Down Payment Assistance	\$ 6,340.50
Transfer to:	287-390-HM16-HM16ZK-R-6574	Zion Keepers - Tenant Based Rental Assistance	\$ 6,340.50
Transfer from:	287-390-HM17-HM17MH-D-6574	Marietta Housing Authority-Down Payment Assistance	\$ 72,547.18
Transfer from:	287-390-HM17-HM17HA-H-6574	Traverler's Aid of Metropolitan Atlanta, Inc	\$ 563.05
Transfer to:	287-390-HM17-HM17ZK-R-6574	Zion Keepers - Tenant Based Rental Assistance	\$ 73,110.23
Transfer from:	287-390-HM18-HM18HA-H-6574	Traverler's Aid of Metropolitan Atlanta, Inc	\$ 22,326.66
Transfer to:	287-390-HM18-HM18ZK-R-6574	Zion Keepers - Tenant Based Rental Assistance	\$ 22,326.66
Total			\$ 101,777.39



CobbWorks, Inc.
 Sonya Grant, Managing Director
 Districts All

Item No. 39.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager
FROM: Sonya Grant, Managing Director
DATE: December 15, 2020

PURPOSE

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

BACKGROUND

Cobb County has been awarded a PY 2019 Dislocated Worker Program NEG grant of \$801,290 for the provision of Dislocated Worker education, training, and employment services by CobbWorks, Inc. This grant will serve approximately 100 participants.

The grant period is from October 1, 2020 through March 31, 2022. The grant number is COVID2-19-20-03-004 the CFDA# is 17.277 and the FAIN# is DW-34654-20-60-A-13.

IMPACT STATEMENT

All expenditures will be paid with grant funds. No local match from the County is required. If this funding were reduced or no longer made available, we would no longer pay for professional services and operating costs, the programs would be terminated and the employment positions eliminated.

FUNDING

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

Increase Revenue:	
276-120-WF20-COVID2 (Federal Grant Revenue)	\$801,290.00
Increase Expenditures:	
276-120-WF20-COVID2-A-Various (Adult - Admin)	\$80,129.00
276-120-WF20-COVID2-P-Various (Adult - Program)	<u>\$721,161.00</u>
Total Grant: (See Attachment Details)	\$801,290.00

RECOMMENDATION

The Board of Commissioners accept a grant award from the Technical College System of Georgia for CobbWorks, Inc., the local Workforce Development Board, in the amount of \$801,290 to provide training and employment services for dislocated workers; authorize corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. PY2019 Dislocated Worker NEG Budget
2. Area 4 PY19 DW COVID2

REVENUE

		FY 2021 Award	FY 2021 BUDGET	FY 2021 BUDGET	FY 2021 BUDGET
			\$	\$	\$
			801,290.00	721,161.00	80,129.00
			DISLOCATED WKR NEG FY21	DISLOCATED WKR NEG PROGRAM	DISLOCATED WKR NEG ADMIN
Code	EXPENSES				
	Grants -Federal				
6116	Office Supplies	1,500		1,275	225
6168	Gas and Diesel	-		-	-
6174	Janitorial Supplies	-		-	-
6258	Equipment	-		-	-
6302	Accounting & Auditing	4,000		-	4,000
6312	Salaries & Fringe Benefits	-		-	-
6326	Professional Services	266,382		190,938	75,444
6348	Computer Charges	-		-	-
6382	Postage	-		-	-
6384	Telephone & Telegraph	-		-	-
6392	Registration Fees	-		-	-
6395	WIA Training Expense	525,840		525,840	-
6396	Travel Expense	500		500	-
6432	Advertising & Legal Notices	-		-	-
6438	General Printing Charges	-		-	-
6452	Insurance Premiums	2,148		1,826	322
6476	Utilities	920		782	138
6532	Rent (Equipment)	-		-	-
6534	Rent (CobbWorks)	-		-	-
6536	Rent (Storage Facility)	-		-	-
6581	Administrative Services	-		-	-
6584	Memberships	-		-	-
6588	Subscription, Directories, & Publications	-		-	-
6621	Parking	-		-	-
	TOTAL EXPENSES	801,290.00		721,161.00	80,129.00
	INCOME OVER (UNDER) EXPENSES	-		-	-

Technical College System of Georgia, Office of Workforce Development
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

STATEMENT OF GRANT AWARD

RECIPIENT: Cobb County

LOCAL WORKFORCE AREA: 004

REGION: 03

GRANT NO: COVID2-19-20-03-004

FAIN: DW-34654-20-60-A-13

TOTAL FUNDS: \$ 801,290

Admin not to exceed: \$ 80,129

GRANT PERIOD:

FROM: 10/1/2020

THRU: 3/31/2022

GRANT YEAR: PY2019

PROGAM TITLE/TYPE: I

Dislocated Worker NEG

CFDA NO: 17.277

This award is hereby made, in the amount and for the period shown above, from a grant under the Workforce Innovation and Opportunity Act (P.L. 113-128), as amended, to the above mentioned recipient, and in accordance with the Workforce Innovation Plan project application. This award is subject to any attached assurances, revisions, special conditions, or waivers.

This award is subject to all applicable policies, rules and regulations, and conditions as prescribed by the Technical College System of Georgia's Office of Workforce Development (OWD) and the United States Department of Labor. It is also subject to such further laws, rules, regulations and policies as may be reasonably prescribed by the State of Georgia or the Federal Government under Public Law 113-128, as amended.

This grant becomes effective on the beginning of the grant period, provided that within thirty (30) days of the award execution date (below), the properly executed original Statement of Grant Award and any of the attached properly executed revisions, waivers and special condition statements are returned to OWD.

- This award is subject to Certification Regarding the Role of the Local Grant Recipient
- This award is subject to Subrecipient Designation (if applicable)
- This award is subject to Liability Waiver
- This award is subject to Certification on Nondiscrimination and Equal Opportunity Requirements
- This award is subject to Certification Regarding Drug-Free Workplace Requirements
- This award is subject to Certification Regarding Debarment and Suspension
- This award is subject to Certification For Lobbying
- This award is subject to Statement of Assurances
- This award is subject to special conditions (attached)

Technical College System of Georgia
Executive Director, Office of Workforce Development

Date Executed

I, _____ (typed) acting under my authority to contract on behalf of the recipient of the above described grant on the terms and conditions stated above or incorporated by reference therein, do hereby accept this Grant Award.

Date of Acceptance

Authorized Signature

Chairperson

Executive Director

Technical College System of Georgia, Office of Workforce Development
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

To be used for disaster relief employment activities as outlined in the COVID emergency grant application submitted by TCSG OWD to USDOL.

By accepting this COVID grant award, the grantee agrees to provide service to the following number of participants:

70 Employment and Training

50 Disaster Work Experience

LIABILITY WAIVER

RECIPIENT: Cobb County

LOCAL WORKFORCE AREA: 04

SUBGRANT NO: COVID2-19-20-03-004

SUBGRANT PERIOD:

FROM: 10/1/2020

THRU: 3/31/2022

PROGRAM TITLE/TYPE: I DISLOCATED WORKER NEG

DATE OF AWARD: 10/1/2020

EIN:

DUNS:

Approved Indirect Cost Rate:

Fiscal Agent Risk Level: Low

THE LOCAL GRANT RECIPIENT AGREES TO, AND WILL HOLD HARMLESS THE TECHNICAL COLLEGE SYSTEM OF GEORGIA'S OFFICE OF WORKFORCE DEVELOPMENT, ITS OFFICERS AND EMPLOYEES AND THE STATE OF GEORGIA FROM ALL CLAIMS, COSTS, DAMAGES, OR EXPENSE ARISING FROM ANY ACTS OR OMISSIONS OF THE RECIPIENT, ITS EMPLOYEES OR AGENTS WHILE PERFORMING UNDER THIS GRANT AWARD.

Date of Acceptance

Authorized Signature

Executive Director

(WIOA 4/2015)
LIABWAIV.FRM

Technical College System of Georgia, Office of Workforce Development
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

STATEMENT OF ASSURANCES

Nondiscrimination and Equal Opportunity Requirements of WIOA

- (1) As a condition to the award of financial assistance under WIOA from the U.S. Department of Labor, the grant recipient assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination, and equal opportunity provisions of Section 188 of the Workforce Innovation and Opportunity Act (WIOA), including the Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975, as amended; and Title IX of the Education Amendments of 1972, as amended. The grant recipient also assures that it will comply with all regulations implementing the laws listed above. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- (2) The obligation for insuring service provider or vendor compliance with the nondiscrimination and equal opportunity provisions of WIOA rests with the LWDA grant recipient, as specified in the LWDA grant recipient's Method of Administration.
- (3) The LWDA grant recipient agrees to abide by the Equal Opportunity policy stated below and must provide initial and continuing notice that it does not discriminate on any prohibited ground. The LWDA grant recipient must also take appropriate steps to ensure that communication with individuals with disabilities are as effective as communications with others.

The Equal Opportunity notice must contain the following specific wording:

EQUAL OPPORTUNITY IS THE LAW

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and Against any beneficiary of programs financially assisted under the Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such a program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.

- (4) At a minimum, the notice required by sections 60-1.42 and 60-1.4(a) must be posted prominently in reasonable places; Disseminated in internal memoranda and other written or electronic communication; Included in handbooks or manuals; and made available to each participant and made part of each participant's file.

(WIOA/7/2000)

Technical College System of Georgia, Office of Workforce Development
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The grant recipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant, be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. The notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(WIOA 7/2000)

Technical College System of Georgia, Office of Workforce Development
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Local Grant Recipient Covered Transactions

Instructions for Certification

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective local grant recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

By signing and submitting this proposal, the prospective local grant recipient is providing the certification set out below:

1. The prospective local grant recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective local grant recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any local grant recipient covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
3. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Local Grant Recipient Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
4. A participant in a covered transaction may rely upon a certification of a prospective participant in a local grant recipient covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
6. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a local grant recipient covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective local grant recipient certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective local grant recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned swears that the foregoing statement is true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

(WIOA 7/2000)

CERTIFICATION FOR LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards of greater than \$100,000, at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(WIOA 7/2000)

Technical College System of Georgia, Office of Workforce Development
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

STATEMENT OF ASSURANCES

The grant recipient (Chief Elected Official) and Grant Administrator and/or fiscal agent (when such designation has occurred) hereby assures and certifies that it will comply with Public Law 113-128, Federal Workforce Innovation and Opportunity Act (WIOA) Regulations, and any amendments or additions to said Regulations, State and local law, the Regulations and Policies as issued by the Technical College System of Georgia's Office of Workforce Development (OWD), requirements contained in the applicable OMB Circulars, and applicable Uniform Administrative Requirements.

1. It was selected in accordance with Sec. 107 (b)(c)(d) of the Act as the authorized entity to receive the Grant. It further attests that a resolution, motion, or similar action has been duly adopted or passed authorizing it to accept all understandings and assurances contained within this Grant Award.
2. It will establish safeguards or prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with family, business or other ties.
3. It will, upon the written request of the OWD, promptly refund to the OWD all funds representing disallowed costs. This repayment shall be made regardless of any claim of the subrecipient against any other person or entity.
4. It will retain all records pertinent to this Grant Award for a period of three years after the closeout package is accepted by OWD. Records for equipment shall be retained for a period for three years beginning on the last day of the Program Year in which final disposition of property occurred. If any litigation, claim, negotiation, audit, or other action involving the records has not been completed before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
5. The grant administrator acknowledges that the Georgia Open Records Act (O.C.G.A. 50-18-70 et seq.) provided at 50-18(a) that records received or maintained by a private person, firm, corporation, or other private entity in the performance of a service or function for or on behalf of an agency, or public office, shall be subject to the Georgia Open Records Act, and provides a criminal misdemeanor penalty for knowing and willful noncompliance with Open Records Act provisions. The grant administrator acknowledges that the Open Records Act also contains an exception to the general rule requiring that public records be made accessible to the public, which exception provides that the public records prohibited or specifically exempted from being open to inspection by the general public, by order of a court of this state or by law, shall not be open to inspection by the general public. The grant administrator agrees to comply with the Open Records Act and to protect private and confidential records that are exempted from being open to inspection by the general public.
6. The grant administrator certifies that it is in compliance with the Georgia's Service Delivery Strategy Law (O.C.G.A. 36-70-20 et seq.), which states that each county and its cities must agree upon the manner in which each local service is delivered, resolve interjurisdictional land use conflicts, and address tax equity and extraterritorial water and sewer rate equity issues.
7. The grant administrator assures that no funds received under the Workforce Innovation and Opportunity Act (WIOA) will be used to assist, promote, or deter union organizing.
8. The grant administrator certifies that it is in compliance with Public Law 104-91, August 21, 1996: Health Insurance Portability and Accountability Act of 1996.
9. Veteran's Priority Provision: This program is subject to the provisions of the "Jobs for Veteran's Act", Public Law 107-288, which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the U.S. Department of Labor. Please note that, to obtain service, a veteran must meet the program's eligibility requirements.
10. Salary & Bonus Limitation: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment & Training", shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under Section 101 of Public Law 109-149.
11. Prior Approval for WIOA General Purpose Equipment Acquisitions: Per 2 CFR 200.439 (b)(2), Local Workforce Development Board (LWDB) staff, as well as Grant Administrators and/or Fiscal Agents, must request, and receive written approval from the OWD prior to acquisition of Workforce Innovation and Opportunity Act (WIOA) General Purpose Equipment with a unit cost of \$5,000 or more. Failure to obtain written prior approval for purchases may result in questioned and/or disallowed costs.

12. Acorn Prohibition: Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (“CAA”), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now (“ACORN”) or any of its subsidiaries through Federal grantees or contractors. DOL is required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by DOL grantees or contractors to ACORN or its subsidiaries as subgrantees, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee).
13. Intellectual Property Rights: The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
14. Executive Order 12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

Executive Order 13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Executive Order 13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL’s Policy Guidance on the Prohibition of National Origin Discrimination as it affects persons with limited English proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

Executive Order 13513: Pursuant to Executive Order 13513, Federal Leadership on reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or –rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.
15. Flood Insurance: The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
16. Architectural Barriers: The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
17. Drug-Free Workplace: The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
18. Hotel-Motel fire safety: Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

19. Buy American Notice Requirement: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under the Workforce Innovation and Opportunity Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. 10a *et seq.*). See WIOA Section 502—Buy-American Requirements.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.”
(<http://wdr.doleta.gov/directives/attach/TEGL/tegl19-11a9.pdf>)

Date of Acceptance

Authorized Signature

Executive Director

Technical College System of Georgia, Office of Workforce Development

SPECIAL CONDITIONS

Please see the attached Georgia Illegal Immigration Reform and Enforcement Act of 2011 Affidavits.

Technical College System of Georgia, Office of Workforce Development

The Georgia Illegal Immigration Reform and Enforcement Act of 2011 Affidavit(s)

INFORMATION SHEET

Effective July 1, 2011, the Georgia Illegal Immigration Reform and Enforcement Act of 2011 has been revised to state that any organization in the State of Georgia receiving state or federal funds must utilize the federal work authorization program, operated by the U.S. Department of Homeland Security, to verify employment eligibility of all newly hired employees.

Subcontracting/Sub-subcontracting

If you are not subcontracting at this time, please indicate by writing “N/A,” initialing and dating each of the *Subcontractor Affidavit and Agreements*. An LWDA shall not enter into any contract with a subcontractor or sub-subcontractor unless they are registered and participating in the federal work authorization program. If you are subcontracting or plan to subcontract during the course of this agreement in connection with the physical performance of services pursuant to your grant award from the Technical College System of Georgia Office of Workforce Development, you must complete the *Subcontractor Affidavit and Agreement* and return the forms to our office within five (5) business days of entering into such subcontract or sub-subcontract.

Independent Contractors

In lieu of completing affidavits, independent contractors may submit a copy of a valid **Georgia Driver’s License** or Identification card if no new employees will be hired for the term of the contract. If an Independent contractor does not have a state issues Georgia driver’s license, he/she will need to follow the standard registration process to obtain an E-verify User ID number and verification number. Once an employee is hired, E-verification must be done regardless of business structure.

Technical College System of Georgia, Office of Workforce Development

Georgia Illegal Immigration Reform and Enforcement Act of 2011

Grantee Affidavit under O.C.G.A. § 13-10-91 (b)(1)

By executing this affidavit, the undersigned Grantee verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **Technical College System of Georgia, Office of Workforce Development** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Grantee will continue to use the federal work authorization program throughout the contract period and the undersigned grantee will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Grantee with the information required by O.C.G.A. § 13-10-91 (b). The Grantee hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Grantee

Name of Grant Award

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in ____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

Technical College System of Georgia, Office of Workforce Development

**Georgia Illegal Immigration Reform and Enforcement Act of 2011
Subcontractor Affidavit under O.C.G.A. § 13-10-91 (b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of _____ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-contractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, _____, 201__ in ___ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

ASSURANCES -- NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. This will also apply to any information or documentation needed for financial drawdowns or in the administration of the grant.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

(e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 961-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State

management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
19. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		Date SUBMITTED

Standard Form 424B (Rev. 7-97) Back

<p style="text-align: center;">EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210</p>	<p>CLASSIFICATION Reporting/Subaward/Executive Compensation</p>
	<p>CORRESPONDENCE SYMBOL OFAM/OGCM</p>
	<p>DATE November 15, 2010</p>

ADVISORY: TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 11-10

TO: STATE WORKFORCE AGENCIES
STATE WORKFORCE LIAISONS
ALL STATE AND LOCAL WORKFORCE BOARDS
ALL DIRECT ETA GRANT RECIPIENTS

FROM: JANE OATES /s/
Assistant Secretary

SUBJECT: Sub-award and Executive Compensation Data Reporting Requirements
Under the Federal Funding Accountability and Transparency Act (FFATA)

1. Purpose. To inform all Employment and Training (ETA) workforce system agencies of additional Office of Management and Budget (OMB) reporting requirements under the FFATA effective October 1, 2010.

2. References.

- The Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282, 120 Stat. 1186, S. 2590 (enacted September 26, 2006) and subsequent 2008 amendments 31 USC 6101
- Memorandum for Senior Accountable Officials Over the Quality of Federal Spending Information, dated April 6, 2010, Open Government Directive – Federal Spending Transparency: http://www.whitehouse.gov/sites/default/files/omb/assets/open_gov/OpenGovernmentDirective_04062010.pdf
- Memorandum for Senior Accountable Officials, dated August 27, 2010, Open Government Directive – Federal Spending and Transparency and Compensation Data Reporting http://www.whitehouse.gov/sites/default/files/omb/open/Executive_Compensation_Reporting_08272010.pdf
- 75 Fed. Reg. 55663, (Sept 14, 2010), Requirements for Federal Funding Accountability and Transparency Act Implementation (Interim final guidance)
- 75 Fed. Reg. 55671, (Sept 14, 2010), Financial Assistance Use of Universal Identifier and Central Contractor Registration
- Training and Employment Guidance Letter (TEGL) No. 29-08, dated June 10, 2009

3. Background. The FFATA requires full disclosure to the public of Federal spending information by all entities and organizations receiving Federal funding under Federal grant awards. The intent of the Act is to: 1) have Federal spending information available to the public; 2) make the information easily accessible; and 3) reduce wasteful spending by the Federal government. As required by FFATA and subsequent OMB guidance, recipients of Federal awards are required to report sub-award and executive compensation information for certain entities and organizations. The legislation also requires information about Federal awards to be made available to the public via a single searchable website. USASpending.gov has been designated as the website to be used to display data about grants, loans, cooperative agreements and other forms of Federal financial assistance.

The FFATA Sub-award Reporting System (FSRS) is the reporting system used by the Federal prime awardees to electronically report first tier sub-award information and executive compensation. The FSRS started accepting sub-award and executive compensation data on October 29, 2010. The sub-award information entered into FSRS by the prime awardee will be accessible on www.USASpending.gov.

4. Requirements.

A. Federal Grant Awardees Subject to the Sub-award and Executive Compensation Reporting Requirements

Under the April, 6, 2010, *OMB Memorandum, entitled: Open Government Directive – Federal Spending Transparency*, all direct recipients (prime recipients) of Federal grants and cooperative agreements with an award date on or after October 1, 2010, fall under FFATA reporting requirements. Prime recipients of Federal grants and cooperative agreements will be required to report sub-award information and executive compensation information, including the total compensation and names of the top five executives of the prime recipient and of the first tier sub-recipients in the FSRS database.

The FFATA reporting requirements apply to grants and cooperative agreements that are equal to or over \$25,000. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements as of the date the award equals or exceeds \$25,000. If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements.

For ETA, this means new Federal grants and cooperative agreements awarded on or after October 1, 2010, where the funding is equal to or over \$25,000 are subject to the sub-award and executive compensation reporting requirements.

B. When Are Prime Grant Awardees to Report Sub-award and Executive Compensation Information?

- To meet the FFATA reporting requirement, the prime recipient must report information related to a sub-award by the end of the month following the month the sub-award is obligated. Below are two examples:
 - For a grant awarded on October 2, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.
 - For a grant awarded on October 31, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.

C. Systems Registrations Required by the FFATA

All grantees subject to the reporting requirements must register with the following systems:

- FSRS
- Dun and Bradstreet, Data Universal Numbering System (DUNS)
- Central Contractor Registration System (CCR)

Instructions on registration with DUNS and CCR were provided in TEGL 29-08. Instructions for registering with FSRS are available on <https://www.fsrs.gov/>.

D. Federal Awards That Are Not Subject To the FFATA Reporting Requirements

- Under the August 27, 2010, OMB Memorandum, entitled: *Open Government Directive – Federal Spending Transparency and Sub-award and Compensation Data Reporting*, new or existing grants that are funded by the American Recovery and Reinvestment Act are not subject to FFATA reporting requirements. These awards and related sub-awards will continue to be reported through FederalReporting.gov.
- The following types of awards also are not subject to FFATA and are not normally used by ETA, but the information is included to provide complete OMB requirements:
 - Transfers of title between Federal agencies of Federally owned property;
 - Federal inter-agency transfers of award funds;
 - Cooperative Research and Development Agreements (CRDA)
 - Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
 - Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
 - Federal awards, if the required reporting would disclose classified information.

E. Webinar – Sub-award and Executive Compensation Reporting

A webinar is scheduled for November 16, 2010, from 1:00 pm - 2:00 pm to provide an overview of the new OMB reporting requirements and the FSRS reporting system. Registration details are available at <https://www.workforce3one.org>.

F. Questions

In order to provide answers to more frequently asked questions, ETA has established an email account for FFATA related inquiries: FFATA.reporting@dol.gov. ETA grantees with questions about FFATA reporting should submit inquiries to FFATA.reporting@dol.gov. Replies will come from the same mailbox address as soon as answers are available.

5. Action Requested. All affected grantees must report in accordance with OMB established guidelines and timeframes.

6. Inquiries. Questions concerning this advisory should be directed to your appropriate Regional Office.

In order to remain in compliance with FFATA reporting, please complete this document and return to the Office of Workforce Development with your signed grant award. Thank you for your prompt assistance.

FAIN: AA-34763-20-55-A-13

1. Subawardee DUNS Number _____
2. Subawardee Name _____
3. Subawardee DBA Name _____
4. Subawardee Address _____
5. If DBA, Subawardee Parent DUNS Number _____
6. Amount of Subaward _____
7. Subaward Obligation / Action Date _____
8. CFDA Program Number and Program Title _____
9. Federal Agency Name _____
10. Subaward Project Description _____
11. Subaward Principle Place of Project Performance _____
12. Subaward Number _____
13. In the preceding fiscal year, did the subawardee receive 80% of its annual gross revenues from the Federal government? Yes _____ No _____
If Yes, continue to question 14. If No, questionnaire is complete.
14. In the preceding fiscal year, were the subawardee's annual gross revenues from the Federal government more than \$25 million annual? Yes _____ No _____
If Yes, continue to question 15. If No, questionnaire is complete.
15. Does the public have access to the names and total compensation of the subawardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes _____ No _____
If No, continue to question 16. If Yes, questionnaire is complete.

16. Please list the names and compensation of the subawardee's five most highly compensated officers.

1. _____ \$ _____

2. _____ \$ _____

3. _____ \$ _____

4. _____ \$ _____

5. _____ \$ _____



County Clerk

Pam Mabry, County Clerk

Districts All

Item No. 40.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Pam Mabry, County Clerk

DATE: December 15, 2020

PURPOSE

To adopt resolutions establishing the dates, times, and place of the regular meetings and Zoning hearings of the Board of Commissioners for the calendar year 2021.

BACKGROUND

In accordance with the Official Code of Cobb County, Part II, Section 2-30, at one of its December meetings, the Board of Commissioners adopts by Resolutions the Board's Regular Meetings and Zoning Hearing dates for the following calendar year, and the County Clerk advertises these dates twice in the newspaper in which the Sheriff's advertisements are published, once a week for two weeks during the 30-day period immediately following adoption of the Resolutions. Although the Board approved the 2021 meeting dates and times at its September 22, 2020, meeting, the adoption of the Resolutions are postponed until the December 15, 2021 meeting, in order to be in compliance with the Code.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners adopt Resolutions establishing the dates, times and place of the regular meetings and Zoning hearings for the calendar year 2021; authorize the Chairman to postpone or cancel any meeting as he deems necessary; and further authorize the County Clerk to advertise said Resolutions as required by the Official Code of Cobb County.

ATTACHMENTS

1. 2021 BOC Regular Meeting Resolution
2. 2021 BOC Zoning Resolution

**COBB COUNTY BOARD OF COMMISSIONERS
RESOLUTION FOR ESTABLISHMENT OF
DATES, TIMES, AND PLACE OF
REGULAR MEETINGS FOR 2021**

BE IT RESOLVED, the Cobb County Board of Commissioners, in accordance with O.C.G.A. Section 50-14-1 (d) and the Official Code of Cobb County, Part II, Section 2-30, does hereby designate the following dates, times and place of its Regular Meetings for the calendar year 2021:

2nd Tuesday of each month at 9:00 a.m.

4th Tuesday of each month at 7:00 p.m., with the exception of the month of December, when the second meeting of the month shall be held on the 3rd Monday of the month, December 20, 2021 at 6:00 p.m.

BE IT FURTHER RESOLVED, the meeting place for the Regular Meetings shall be the Public Meeting Room on the second floor of the Cobb County Building A, 100 Cherokee Street, Marietta, Georgia.

BE IT FURTHER RESOLVED, the Chairman of the Board of Commissioners is hereby authorized to postpone or cancel any meeting as she deems necessary.

BE IT FURTHER RESOLVED, the County Clerk is hereby directed to publish this Resolution in the newspaper in which the Sheriff’s advertisements are published, once a week for two (2) weeks during the thirty (30) day period immediately following its passage and is further directed to post and maintain a copy of this Resolution on the County’s official bulletin board located on the second floor of the Cobb County Building, 100 Cherokee Street, Marietta, Georgia.

So adopted this 15th day of December, 2020.

*Pamela L. Mabry
County Clerk
Cobb County Board of Commissioners*

REGULAR MEETING DATES FOR 2021

January 12	April 13	July 13	October 12
January 26	April 27	July 27	October 26
February 9	May 11	August 10	November 9
February 22	May 25	August 24	November 23
March 9	June 8	September 14	December 14
March 23	June 22	September 28	December 20 (3 rd Monday 6:00 p.m.)

**COBB COUNTY BOARD OF COMMISSIONERS
RESOLUTION FOR ESTABLISHMENT OF
DATES, TIME, AND PLACE OF
BOC ZONING HEARINGS FOR 2021**

BE IT RESOLVED, the Cobb County Board of Commissioners, in accordance with O.C.G.A. Section 50-14-1 (d) and the Official Code of Cobb County, does hereby designate the following dates, time and place of its BOC Zoning Hearings for the calendar year 2021:

3rd Tuesday of each month at 9:00 a.m., with the exception of the month of January, when no hearing will be held.

BE IT FURTHER RESOLVED, the meeting place for the BOC Zoning Hearings shall be the Public Meeting Room on the second floor of the Cobb County Building A, 100 Cherokee Street, Marietta, Georgia.

BE IT FURTHER RESOLVED, the Chairman of the Board of Commissioners is hereby authorized to postpone or cancel any meeting as he deems necessary.

BE IT FURTHER RESOLVED, the County Clerk is hereby directed to publish this Resolution in the newspaper in which the Sheriff's advertisements are published, once a week for two (2) weeks during the thirty (30) day period immediately following its passage and is further directed to post and maintain a copy of this Resolution on the County's official bulletin board located on the second floor of the Cobb County Building A, 100 Cherokee Street, Marietta, Georgia.

So adopted this 15th day of December, 2020.

*Pamela L. Mabry
County Clerk
Cobb County Board of Commissioners*

BOC ZONING HEARING DATES FOR 2021

January (no hearing)	May 18	September 21
February 16	June 15	October 19
March 16	July 20	November 16
April 20	August 17	December 21



County Clerk

Pam Mabry, County Clerk

Districts All

Item No. 41.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Pam Mabry, County Clerk

DATE: December 15, 2020

PURPOSE

To approve minutes.

BACKGROUND

N/A

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve minutes from the following meetings:

- November 16, 2020 - Agenda Work Session
- November 17, 2020 - BOC Regular
- November 17, 2020 - BOC Zoning
- December 07, 2020 - Special Called Work Session
- December 07, 2020 - Special Called BOC Regular

ATTACHMENTS

1. 11162020 Agenda Work Session
2. 111720 BOC Regular
3. 111720 BOC Zoning Minutes
4. 12072020 SC Agenda Work Session
5. 120720 SC Meeting

**MINUTES OF AGENDA WORK SESSION
COBB COUNTY BOARD OF COMMISSIONERS
NOVEMBER 16, 2020**

The Cobb County Board of Commissioners attended an Agenda Work Session on Monday, November 16, 2020, in the third-floor conference room, 100 Cherokee Street, Marietta, Georgia, for the purpose of receiving information and participating in discussion regarding the November 17, 2020, BOC Agenda. Present and comprising a quorum of the Board were:

Commissioner JoAnn Birrell
Commissioner Keli Gambrell
Commissioner Bob Ott
Commissioner Lisa Cupid

Not Present: Chairman Mike Boyce

1. CALL TO ORDER – VICE CHAIR BIRRELL

Commissioner Birrell called the meeting to order at 9:01 a.m.

No official action was taken by the Board.

2. ADJOURNMENT

The meeting was adjourned at 9:12 a.m.

Pamela L. Mabry
County Clerk
Cobb County Board of Commissioners

**MINUTES OF REGULAR MEETING
COBB COUNTY BOARD OF COMMISSIONERS
NOVEMBER 17, 2020
7:00 PM**

The Regular Meeting of the Cobb County Board of Commissioners was held on Tuesday, November 17, 2020 at 7:00 p.m. in the second-floor public meeting room in the Cobb County Building, Marietta, Georgia. Present and comprising a quorum of the Board were:

Chairman Mike Boyce
Commissioner JoAnn Birrell
Commissioner Lisa Cupid
Commissioner Keli Gambrill
Commissioner Bob Ott

CALL TO ORDER

Chairman Boyce called the meeting to order at 7:02 p.m.

PUBLIC COMMENT

1. **Monica Delancy** addressed the Board regarding eviction prevention and the Riverside Community
2. **Don Barth** addressed the Board regarding Meadowbrook Drive annexation request in the City of Marietta.

CONSENT AGENDA

Probate Court

1. **To authorize the deletion of a part-time Judicial Administrative Technician II, grade 7P, position and create a full-time Judicial Administrative Technician II position, grade 9, within the Cobb County Probate Court.**

To **authorize** the deletion of a part-time Judicial Administrative Technician II (grade 7P) position and the creation of a full-time Judicial Administrative Technician II position (grade 9) within the Cobb County Probate Court effective December 14, 2020; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Increase Revenue:	010-205-9156-4336 (Pistol Permits)	\$40,500.00
Increase Expenditure:	010-205-9156-6012 (Salaries)	\$40,500.00

Water System

2. To ratify previous action by the County Manager authorizing emergency work and payment to K.M. Davis Contracting Co., Inc. for Mill Bridge Drive Sewer Emergency Repairs, Program No. S3035.

To **ratify** previous action by the County Manager authorizing the emergency work and payment to K.M. Davis Contracting Co., Inc., in an amount not to exceed \$1,450,000.00, for Mill Bridge Drive Sewer Emergency Repairs, Program No. S3035; **ratify** the corresponding budget transactions; and **further authorize** the Clerk to record evidence of such ratification in the Official Minutes.

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

Transfer from:

Unidentified New/Replacement Sewer Lines

Preliminary Estimates	510-500-5755-8005	S2503-Z	\$1,498,625.00
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Transfer to:

Mill Bridge Drive Sewer Emergency Repairs

Construction	510-500-5755-8260	S3035-C	\$1,450,000.00
Interest Expense on Retainage	510-500-5755-6613	S3035-A	\$ 3,625.00
Easements & Right-of-Way	510-500-5755-8020	S3035-R	\$ 15,000.00
Material & Supplies	510-500-5755-8265	S3035-M	\$ 1,000.00
Contingency	510-500-5755-8810	S3035-T	\$ <u>29,000.00</u>
Total			\$1,498,625.00

3. **To approve Change Order No. 1 (final) to the construction contract with Ray Campbell Contracting Co., Inc. for the Windridge Drive Water Main Replacement, Program No. W2347.**

To **approve** Change Order No. 1 (final) to the construction contract with Ray Campbell Contracting Co., Inc., a savings to the project in the amount of \$45,242.75, for Windridge Drive Water Main Replacement, Program No. W2347; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

No additional funding is required for the Water System’s Windridge Drive Water Main Replacement, Program No. W2347.

Decrease Encumbrance:

GAE 51007101811	510-500-5754-8260	W2347-C	\$45,242.75
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Transfer from:

Windridge Drive Water Main Replacement

Construction	510-500-5754-8260	W2347-C	\$45,242.75
Interest Expense on Retainage	510-500-5754-6613	W2347-A	\$ 540.00
Easement & Right-of-Way	510-500-5754-8020	W2347-R	\$ 5,000.00
Materials & Supplies	510-500-5754-8265	W2347-M	\$ 4,386.63
Contingency	510-500-5754-8810	W2347-T	<u>\$ 4,320.00</u>
Total			\$59,489.38

Transfer to:

Unidentified New/Replacement Water Mains

Preliminary Estimates	510-500-5754-8005	W1503-Z	\$59,489.38
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4. **To approve Change Order No. 1 (final) to the construction contract with Smith Pipeline, Inc. for Britt Road and Jane Drive Area Water Main Replacement, Program No. W2374.**

To **approve** Change Order No. 1 (final) to the construction contract with Smith Pipeline, Inc., a savings to the project in the amount of \$108,155.80, for Britt Road and Jane Drive Area Water Main Replacement, Program No. W2374; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

No additional funding is required for the Water System's Britt Road and Jane Drive Area Water Main Replacement, Program No. W2374.

Decrease Encumbrance:

GAE 51002121906	510-500-5754-8260	W2374-C	\$108,155.80
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Transfer from:

Britt Road and Jane Drive Area Water Main Replacement

Construction	510-500-5754-8260	W2374-C	\$108,155.80
Interest Expense on Retainage	510-500-5754-6613	W2374-A	\$ 996.00
Materials & Supplies	510-500-5754-8265	W2374-M	\$ 1,577.16
Contingency	510-500-5754-8810	W2374-T	<u>\$ 7,966.00</u>
Total			\$118,694.96

Transfer to:

Subdivision Water Line Replacement

Preliminary Estimates	510-500-5754-8005	W2701-Z	\$118,694.96
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5. **To approve Change Order No. 1 (final) to the construction contract with D & H Construction Company for the Shiloh Hills and Twin Creek Water Main Replacement, Program No. W2352.**

To **approve** Change Order No. 1 (final) to the construction contract with D & H Construction Company, a savings to the project in the amount of \$111,837.38, for Shiloh Hills and Twin Creek Water Main Replacement, Program No. W2352; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

No additional funding is required for the Water System’s Shiloh Hills and Twin Creek Water Main Replacement, Program No. W2352.

Decrease Encumbrance:

GAE 51006121817	510-500-5754-8260	W2352-C	\$111,837.38
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Transfer from:

Shiloh Hills and Twin Creek Water Main Replacement

Construction	510-500-5754-8260	W2352-C	\$111,837.38
Interest Expense on Retainage	510-500-5754-6613	W2352-A	\$ 1,965.91
Materials & Supplies	510-500-5754-8265	W2352-M	\$ 8,703.39
Contingency	510-500-5754-8810	W2352-T	<u>\$ 23,080.00</u>
Total			\$145,586.68

Transfer to:

Subdivision Service Line Replacement

Preliminary Estimates	510-500-5754-8005	W2701-Z	\$145,586.68
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Transportation

6. **To approve the Airport Capital Improvement Plan annual update for Cobb County International Airport - McCollum Field.**

To **approve** the Airport Capital Improvement Plan annual update for Cobb County International Airport - McCollum Field; **authorize** submission of required grant applications to the State of Georgia for FY21/22 projects; and **further authorize** the Airport Division Manager to submit the required FY21/22 grant applications on behalf of the Chairman.

7. **To approve a Right-of-Entry for Tree Removal Agreement with the United States of America regarding removal of trees and associated obstructions on County-owned property located at Dobbins Air Reserve Base.**

To **approve** a Right-of-Entry for Tree Removal Agreement with the United States of America regarding removal of trees and associated obstructions on County-owned property located at Dobbins Air Reserve Base; and **authorize** the Chairman to execute the necessary documents.

Public Services Agency

Library System

8. **To authorize the application for and acceptance of the Grow with Google Grant from the Board of Regents, Georgia Public Library Services.**

To **authorize** the application for and acceptance of the Grow with Google Grant from the Board of Regents, Georgia Public Library Services; **authorize** the corresponding budget transactions; and **further authorize** the Chairman or Helen Poyer, Library Director, to execute the necessary documents.

Increase Revenue:	270-080-L125-LI26-4955	(Miscellaneous - Other)	\$1,500.00
Increase Expenditure:	270-080-L125-LI26-6601	(Other Miscellaneous Expenses)	\$1,500.00

Support Services Agency

Information Services

9. **To authorize advertisement for and conduct of a public hearing prior to expending more than \$100,000.00 for professional services for a Facilities Information System of Record on the ArcGIS platform.**

To **authorize** advertisement for and conduct of a public hearing prior to expending more than \$100,000.00 for professional services to establish a Facilities Information System of Record on the ArcGIS platform.

Public Safety Agency

Fire Department

10. To authorize the purchase of medical supplies under the provisions of the Omnia Partners Public Sector Cooperative Agreement.

To **authorize** the purchase of emergency medical supplies and medications from Medline Industries, Inc., under the provisions of the Omnia Partners Public Sector Cooperative Agreement, and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the FY21 Fire Fund's operational budget.

Community Development

11. To adopt a resolution approving the issuance by the Development Authority of Cobb County of its Lease Revenue Bonds for the purpose of assisting KSU 2020 Housing Real Estate Foundation, LLC, a Georgia limited liability company, the sole member of which is Kennesaw State University Foundation, Inc., a Georgia nonprofit corporation.

To **adopt** a resolution from the Development Authority of Cobb County approving the issuance of its Lease Revenue Bonds, in a maximum aggregate face amount of \$41,000,000, to finance a portion of the costs of constructing, furnishing, and equipping an approximately 508-bed student housing facility on the campus of Kennesaw State University; and **authorize** the Chairman to execute the necessary documents.

12. To approve a annexation notice of Intent to Object and Basis of Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of a 0.464 acre tract located at 492 Meadowbrook Drive, into the City of Marietta.

To **approve** an annexation notice of Intent to Object and Basis of Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of Land Lot 0649, 17th District, parcel 0102, 2nd Section, located on a 0.464 acre tract located at 492 Meadowbrook Drive, into the City of Marietta.

Finance

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

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

14. **To ratify previous action by the County Manager approving the Braves Stadium Company, LLC's ("BSC") request for Capital Maintenance and Repairs ("CMF"), and further authorize a transfer from the Stadium Capital Maintenance Fund to the Stadium Construction Fund for the payment of approved CMF items upon invoices submitted to the County Finance Department detailing the work performed.**

This item was heard as a Regular Item (See Item No. 23 of these minutes).

CDBG

15. **To authorize the acceptance and expenditure of Fiscal Year 2021 program income from the Community Development Block Grant, HOME Partnerships Investment Act, and the Neighborhood Stabilization Program and to establish the necessary funding lines.**

To **authorize** the acceptance and expenditure of Fiscal Year 2021 program income for the Community Development Block Grant, HOME Partnerships Investment Act and the Neighborhood Stabilization Program; **establish** the necessary funding lines; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

CobbWorks

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

To **accept** a grant award from the Technical College System of Georgia for CobbWorks, Inc., the local Workforce Development Board, in the amount of \$611,755.00, to provide training and employment services for adults; **authorize** corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

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

Increase Revenue:

276-120-WF21-WF21AD-4430 (Federal Grant Revenue) \$611,755.00

Increase Expenditures:

276-120-WF21-WF21AD-A-Various (Adult - Admin) \$ 61,176.00

276-120-WF21-WF21AD-P-Various (Adult - Program) \$550,579.00

Total Grant \$611,755.00

17. **To accept a Workforce Innovation and Opportunity Act (WIOA) grant award from the Technical College System of Georgia for CobbWorks, Inc. to provide education, training, and employment services for dislocated workers.**

To **accept** a grant award from the Technical College System of Georgia for CobbWorks, Inc., the local Workforce Development Board, in the amount of \$1,164,178 to provide training and employment services for dislocated workers; **authorize** corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents. A copy of FY 2021 Award is attached and made a part of these minutes.

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

Increase Revenue:

276-120-WF21-WF21DW-4430 (Federal Grant Revenue)	\$1,164,178
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Increase Expenditures:

276-120-WF21-WF21DW-A-Various (Dislocated Worker - Admin)	\$ 116,418
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276-120-WF21-WF21DW-P-Various (Dislocated Worker - Program)	<u>\$1,047,760</u>
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Total Grant: (See Attachment Details)	\$1,164,178
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County Clerk

18. **To approve minutes.**

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

November 9, 2020 - Agenda Work Session

November 10, 2020 - BOC Regular

CONSENT VOTE: **ADOPTED 5-0**

REGULAR AGENDA

Transportation

19. To approve Change Order No. 1 (final) to the contract with Ohmshiv Construction, LLC for Big Shanty Road Sidewalk, State P.I. No. 0010706, Cobb County Project No. D7280, CCDOT Contract No. 001411.

Motion by Birrell, second by Cupid, to **approve** Change Order No. 1 (final) to the contract with Ohmshiv Construction, LLC, a savings to the project in the amount of \$25,514.26, for Big Shanty Road Sidewalk, State P.I. No. 0010706, Cobb County Project No. D7280, CCDOT Contract No. 001411; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2005 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Decrease GAE 34008131939:	340-050-7507-D728-8762-D7280-C	Turnkey Construction	\$25,514.26
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Transfer from:	340-050-7507-D728-8762-D7280-C	Turnkey Construction	\$25,514.26
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Transfer to:	340-050-7507-D728-8761-D7280-C	Preliminary Estimate	\$25,514.26
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The 2005 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on June 14, 2005, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Sidewalks.

Big Shanty Road Sidewalk is an eligible project/program under the Pedestrian and Bicycle Improvements – Sidewalks Component of the 2005 SPLOST Transportation Improvements (Cobb County 2005 SPLOST, pp. 1, 27). Sidewalks improvements include providing pedestrian facilities that are safe transportation alternatives to the automobile, providing access to major activity centers including schools, parks, trails, transit stops and stations, commercial centers, and shopping.

SPLOST Project Summary as of November 4, 2020:

Big Shanty Road Sidewalk	Budget:	\$905,012.38	Expended:	\$680,162.44
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VOTE: ADOPTED 5-0

20. To approve Change Order No. 1 (final) to the contract with Georgia Bridge and Concrete, LLC for bridge replacement on Powers Ferry Drive over Rottenwood Creek Tributary, Project No. X2118, CCDOT Contract No. 001473.

Motion by Ott, second by Cupid, to **approve** Change Order No. 1 (final) to the contract with Georgia Bridge and Concrete, LLC, a savings to the project in the amount of \$95,344.35, for bridge replacement on Powers Ferry Drive over Rottenwood Creek Tributary, Project No. X2118, CCDOT Contract No. 001473; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Decrease GAE	347-050-X210-X210-8762-X2118-C	Turnkey Construction	\$95,344.35
34701142031:			
Transfer from:	347-050-X210-X210-8762-X2118-C	Turnkey Construction	\$95,344.35
Transfer to:	347-050-X210-X210-8761-X2118-C	Preliminary Estimate	\$95,344.35

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

Powers Ferry Drive over Rottenwood Creek Tributary (previously identified as Powers Creek) is an eligible project/program under the Infrastructure Preservation - Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 12). Powers Ferry Drive over Rottenwood Creek Tributary improvements include the replacement of the deficient bridge.

SPLOST Project Summary as of November 4, 2020:

Powers Ferry Drive over Rottenwood Creek Tributary			
Budget:	\$853,934.00	Expended:	\$695,917.37

VOTE: **ADOPTED 5-0**

21. To approve an Indemnity Agreement with the Georgia Department of Transportation (GDOT) for I-20 Eastbound Ramps at Riverside Parkway, CCDOT Project No. X2409.

Motion by Cupid, second by Boyce, to **approve** an Indemnity Agreement with the Georgia Department of Transportation to obtain an Encroachment Permit for I-20 Eastbound Ramps at Riverside Parkway, Project No. X2409, and **authorize** the Chairman to execute the necessary documents.

VOTE: **ADOPTED 5-0**

22. **To authorize a fund balance appropriation from the General Fund to supplement additional countywide drainage system improvements in the 2016 SPLOST Transportation Improvements Program Fund, and authorize the addition of projects to the Drainage System Improvements Component.**

Motion by Boyce, second by Cupid, to **authorize** a fund balance appropriation from the General Fund to supplement additional countywide drainage system improvements in the 2016 SPLOST Transportation Improvements Program Fund, in an amount not to exceed \$3,000,000.00; **authorize** the addition of projects to the Drainage System Improvements Component; and **further authorize** the corresponding budget transactions.

Available in the 2016 SPLOST Transportation Improvements Program Fund, with the following appropriations and interfund transfer from the General Fund:

Increase Revenue:	010-015-0145-4980	Fund Balance	\$3,000,000.00
Increase Expenditure:	010-015-0145-6594	Interfund Expense	\$3,000,000.00
Increase Revenue:	347-050-X220-X220-4960- Various Projects-C	Interfund Revenue	\$3,000,000.00
Increase Expenditure:	347-050-X220-X220-8762- Various Projects-C	Turnkey Construction	\$3,000,000.00

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

The projects included on the attached Drainage System Improvements list are eligible projects/programs under the Infrastructure Preservation - Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

VOTE: **ADOPTED 5-0**

Finance

23. **To ratify previous action by the County Manager approving the Braves Stadium Company, LLC's ("BSC") request for Capital Maintenance and Repairs ("CMF"), and further authorize a transfer from the Stadium Capital Maintenance Fund to the Stadium Construction Fund for the payment of approved CMF items upon invoices submitted to the County Finance Department detailing the work performed.**

Motion by Boyce, second by Ott, to **ratify** previous action by the County Manager approving the Braves Stadium Company, LLC's ("BSC") request for Capital Maintenance and Repairs ("CMF"); **authorize** payment from the Capital Maintenance Fund for the approved CMF items upon invoices submitted to the County Finance Department detailing the work performed; **authorize** the corresponding budget transactions; and **further authorize** the Clerk to record evidence of such ratification in the Official Minutes.

Funding will be made available with the following transactions:

Increase Revenue:	
297-055-SCMT-4980 (Fund Balance)	\$830,000.00
Increase Expenditures:	
297-055-SCMT-6594 (Transfer-out)	\$830,000.00
Increase Revenue:	
386-755-4400-4960 (Transfer-in)	\$830,000.00
Increase Expenditure:	
386-755-4400-8125 (Construction Buildings & Structures)	\$830,000.00

VOTE: **ADOPTED 5-0**

Clerk's Note: Commissioner Cupid supports the request with the exception to the installation of new fencing.

APPOINTMENTS

24. **To announce an appointment of Chris Poston to the Kennestone Hospital Authority.**

Chairman Boyce **announced** the appointment of Chris Poston, to Post 4 of the Kennestone Hospital Authority for a five-year term to expire on May 23, 2025.

ADJOURNMENT

The meeting was adjourned at 7:41 p.m.

Angela Cunningham
Deputy County Clerk
Cobb County Board of Commissioners

**MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
NOVEMBER 17, 2020
9:00 A.M.**

The Board of Commissioners' Zoning Hearing was held on Tuesday, November 17, 2020, in the second-floor public meeting room of Cobb County Building A, 100 Cherokee Street, Marietta, Georgia. Present and comprising a quorum of the Board were:

Mike Boyce, Chairman
Commissioner Lisa Cupid
Commissioner Keli Gambrell
Commissioner Bob Ott
Commissioner JoAnn Birrell

CALL TO ORDER – CHAIRMAN BOYCE

Chairman Boyce called the hearing to order at 9:03 a.m.

Due to the COVID-19 pandemic, arrangements were made to allow for virtual public participation in addition to in person participation. Mr. John Pederson, Zoning Division Manager, explained the virtual participation format, reviewed the standard hearing procedures, and announced the following cases which were *withdrawn, held, or continued*.

WITHDRAWN, HELD, AND CONTINUED CASES

Z-49 **SUTTER HILL VININGS LP** (Sutter Hill Vinings LP, owner) requesting rezoning from **RM-12** to **RM-16** for a multi-family development in land lots 886, 887, 888, 907, and 908 of the 17th district. Property is located on the east and west side of Twin Lakes Drive, south of Paces Ferry Road (2800 Paces Ferry Road). (*Previously continued by Staff from the September 1, 2020 and October 6, 2020, Planning Commission (PC) hearings until the November 3, 2020, PC hearing*). **WITHDRAWN WITHOUT PREJUDICE**

Z-13 **ARTURO MARTINEZ** (Iglesia Misionera Roca De Salvacion, Inc., owner) requesting rezoning from **PSC** to **NRC** for the purpose of a church in land lot 190 of the 18th district. Property is located at the southwest intersection of Mableton Parkway and Boggs Road (6170 and 6190 Mableton Pkwy, and 529 Boggs Road). (*Previously held by the Planning Commission (PC) from the February 5, 2020, PC hearing until the March 3, 2020, PC hearing; continued by Staff from the March 3, 2020, hearing through the November 3, 2020, PC hearings until the December 1, 2020, PC hearing; therefore, was not considered at this hearing*).

**MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
NOVEMBER 17, 2020
PAGE 2**

WITHDRAWN, HELD, AND CONTINUED CASES (CONT.)

- Z-39** **KO MANAGEMENT, INC.** (Iglesia Torre Fuerte C.A.P.P., Inc., owner) requesting rezoning from **CF and GC** to **RA-5** for a subdivision in land lot 37 of the 17th district. Property is located on the south side of Puckett Drive, east of Mableton Parkway (637 and 667 Puckett Drive). *(Previously continued by Staff from the July 7, 2020, Planning Commission (PC) hearings through the November 3, 2020, PC hearing until the December 1, 2020, PC hearing; therefore, was not considered at this hearing).*
- Z-52** **CARL EDWARD DILLS** (Aubrey James McMillan, Jr., owner) requesting rezoning from **R-20** to **LI** for a sign shop in land lots 504 and 505 of the 18th district. Property is located on the south side of Six Flags Parkway, west of Queensferry Drive (436 Six Flags Parkway). *(Previously continued by the Planning Commission (PC) from the September 1, 2020, PC hearing until the October 6, 2020, PC hearing; continued by Staff from the October 6, 2020, and November 3, 2020, PC hearings until the December 1, 2020, PC hearing; therefore, was not considered at this hearing).*
- Z-53** **THE REVIVE LAND GROUP, LLC** (Mableton Pkwy Holdings, LLC, owner) requesting rezoning from **O&I** to **RM-8** for townhomes (attached) in land lot 389 of the 18th district. Property is located on the north side of Mableton Parkway and the west side of Bonanza Trail (no address). *(Previously continued by the Planning Commission (PC) from the September 1, 2020, and October 6, 2020, PC hearings until the November 3, 2020, PC hearing; held by the PC until the December 1, 2020, PC hearing; therefore, was not considered at this hearing).*
- Z-54** **GALAXY CHILDERS LAND LLC** (Galaxy Childers Land LLC, owner) requesting rezoning from **R-30** to **R-15** for a single-family residential subdivision in land lots 28 and 51 of the 1st district. Property is located on the east side of Childers Road, directly across from the terminus of Monet Drive (3442 Childers Road). *(Previously continued by the Planning Commission (PC) from the October 6, 2020, and November 3, 2020, PC hearings until the December 1, 2020, PC hearing; therefore, was not considered at this hearing).*
- Z-59** **TAHMINA A. PATWARY** (Tahmina A. Patwary, owner) requesting rezoning from **R-20** to **O&I** for a professional office in land lot 745 of the 17th district. Property is located on the west side of Atlanta Road, north of Lee Road (3932 Atlanta Road). *(Previously continued by Staff from the October 6, 2020, and November 3, 2020, Planning Commission (PC) hearings until the December 1, 2020, PC hearing; therefore, was not considered at this hearing).*

MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
NOVEMBER 17, 2020
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WITHDRAWN, HELD, AND CONTINUED CASES (CONT.)

- Z-61** **GREEN LINE PARTNERS, LLC** (David Stone and Shekinah Stone, Wilma G. Lynam, owners) requesting rezoning from **R-20** to **RM-8** for townhomes (attached), single-family residential (detached) in land lots 182, 183, and 277 of the 18th district. Property is located on the northwest side of Queen Mill Road, on the eastern end of Mountain Court, south of Mountain Trail, on the north side of Ivey Road (6436 Ivey Road; 6350, 6370 Queen Mill Road). *(Previously continued by Staff from the October 6, 2020, and November 3, 2020, Planning Commission (PC) hearings until the December 1, 2020, PC hearing; therefore, was not considered at this hearing).*
- Z-65** **CHRISTOPHER MCMILLEN** (Christopher McMillen, owner) requesting rezoning from **O&I** to **CRC** for RV trailer sales in land lot 372 of the 16th district. Property is located on the west side of Canton Road, and on the north side of Blackwell Circle (3481 Canton Road). *(Continued by Staff until the December 1, 2020, Planning Commission hearing; therefore, was not considered at this hearing).*
- ROD-1** **ATLANTIC REALTY ACQUISITIONS LLC** (Sprayberry Crossing Partnership, a Georgia General Partnership; Sandy Brownstone, LLC; Sandy Ten, LLC; Hong Tran and Hanh H. Tran, owners) requesting rezoning from **NS and PSC** to **NS, PSC, and ROD Overlay** for a community activity center in land lots 557, 596, and 629 of the 16th district. Property is located on the southeasterly side of Sandy Plains Road; northerly side of East Piedmont Road (2692 Sandy Plains Road and unnumbered parcels). *(Previously continued by Staff until the September 1, 2020, through November 3, 2020, Planning Commission (PC) hearings until the December 1, 2020, PC hearing; therefore, was not considered at this hearing).*
- Z-56** **VENTURE COMMUNITIES, LLC** (SHH Partners, L.P., owner) requesting rezoning from **GC** to **RM-12** for condominiums in land lot 854 of the 17th district. Property is located on the east side of I-75, at the terminus of Leland Drive (no address). *(Held by the Planning Commission (PC) until the November 3, 2020, PC hearing).*

Mr. Pederson presented the Applicant's request for a continuance of Z-56; thereafter, the following motion was made:

MOTION: Motion by Ott, second by Birrell, to **continue** Z-56 until the December 15, 2020, Board of Commissioners' Zoning Hearing.

VOTE: **ADOPTED 5-0**

**MINUTES OF ZONING HEARING
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Mr. Pederson made the following announcements:

CAMPAIGN DISCLOSURE

All speakers who have made a campaign contribution totaling \$250.00 or more, within the last two years, to a local government official considering a zoning case are required to complete the "Campaign Disclosure Form" prior to speaking.

INFORMATION REGARDING ZONING CASES

All information regarding zoning cases must be turned in to the Zoning Office on the Wednesday prior to the zoning hearing for consideration. If said information is turned in past the deadline, then it is at the Board's discretion as to whether the information will be considered.

Prior to reading the Consent Agenda into the record, Mr. Pederson announced that three of the Consent cases, *OB-64 (Blastoff Construction, Inc)*, *OB-65 (Yonis Martinez)*, and *OB-69 (Brock Built Homes)* had opposition present; therefore, those cases were pulled from the Consent Agenda and heard on the Regular Agenda in their numerical order (see pages 11 and 14 of these minutes for the final motions).

CONSENT AGENDA

MOTION: Motion by Boyce, second by Ott, to **approve** the following cases on the Consent Agenda, *as revised*:

Z-44 **PEACH STATE SALVAGE, INC.** (Peach State Salvage, Inc., owner) requesting rezoning from **GC** to **LI** for furniture sales, including light manufacturing and assembly in land lot 637 of the 16th district. Property is located on the west side of Canton Road, south of Blackwell Lane (2427 Canton Road). (*Previously continued by the Planning Commission (PC) until the September 1, 2020, PC hearing; continued by Staff until the November 3, 2020, PC hearing*).

To **delete** Z-44 to the **NRC** zoning district, subject to:

- 1. Revised letter of agreeable conditions from Parks Huff sent on October 30, 2020, but dated October 28, 2020 (second letter) (attached and made a part of these minutes)**
- 2. No outside work**
- 3. Sunday hours, only in an emergency after 8:00 p.m.**
- 4. Fee in lieu of for sidewalks to be determined at Plan Review**
- 5. The wall in front of the store is not to be removed**
- 6. The entrance is to remain the same**
- 7. Staff comments and recommendations, not otherwise in conflict**

**MINUTES OF ZONING HEARING
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PAGE 5**

CONSENT AGENDA (CONT.)

Z-45 **SPRINGHOUSE KENNESAW** (WG-75 Partnership, owner) requesting rezoning from **LRC and GC** to **RSL** for an assisted living/memory care facility in land lot 55 of the 20th district. Property is located on the north side of Hickory Grove Road, southeast of the intersection of Hickory Grove Place (1550 Hickory Grove Road). *(Previously continued by Staff until the September 1, 2020, Planning Commission (PC) hearing; continued by Staff until the November 3, 2020, PC hearing).*

To **approve** Z-45 to the **RSL** zoning district, subject to:

- 1. Final site plan to be approved by the District Commissioner**
- 2. No variances issued on the site**
- 3. Staff comments and recommendations**

Z-63 **LENTON HERRING** (Lenton Herring, owner) requesting rezoning from **R-20** to **R-12** for a single-family residential subdivision in land lots 169 and 170 of the 18th district. Property is located on the southeast side of Oakdale Road, south of Farmlake Drive (6071 Oakdale Road).

To **approve** Z-63 to the **R-12** zoning district, subject to:

- 1. Site plan and building elevations to be approved by the District Commissioner**
- 2. Stormwater Management Division comments and recommendations**
- 3. Water and Sewer Division comments and recommendations**
- 4. Department of Transportation comments and recommendations**

Z-64 **LAGOS & COLONY LLC** (Discount Auto Parts, Inc., owner) requesting rezoning from **CRC and NS** to **CRC** for light auto repair in land lots 14, 15, 58, and 59 of the 17th district. Property is located on the east side of Austell Road and the south side of Windy Hill Road (10 Windy Hill Road, 2415/2431 Austell Road).

To **delete** Z-64 to the **NRC** zoning district, subject to:

- 1. Site plan to be approved by the District Commissioner**
- 2. Letter of agreeable conditions from Garvis L. Sams, Jr. dated October 9, 2020 (attached and made a part of these minutes)**
- 3. District Commissioner to approve the building elevations**
- 4. Adherence to the Austell Road Design Guidelines**
- 5. Fire Department comments and recommendations**
- 6. Stormwater Management Division comments and recommendations**

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CONSENT AGENDA (CONT.)

Z-64 LAGOS & COLONY LLC (CONT.)

7. Water and Sewer Division comments and recommendations
8. Department of Transportation comments and recommendations
9. Deletion to NRC
10. For light automotive repair and auto parts store use *only*
11. Letters of agreeable conditions from Garvis L. Sams, Jr. dated October 9, 2020, and October 16, 2020, (attached and made a part of these minutes), *not otherwise in conflict*
12. Provide for a 20-foot buffer along a portion of the eastern property line from the southeast corner to the existing dumpster enclosure; the buffer may be reduced as necessary for the new dumpster enclosure shown on the site plan
13. All dumpsters to have rubber lids or rubber bump stops on the lids
14. The new building to fully conform to the Austell Road Design Guidelines; the existing building does not need to conform to the design guidelines unless improvements are made that trigger conformity
15. No more than one vehicle without current registration to be parked outside
16. District Commissioner to approve final landscape plan

LUP-19 KAREN GOODEN (Edward J. Gooden and Karen L. Gooden, owners) requesting a **Temporary Land Use Permit** for a temporary business, in home hair salon in land lots 622 and 637 of the 19th district. Property is located at the terminus of Foxcroft Court (1910 Foxcroft Court).

To approve LUP-19 for **12 months**, subject to:

1. Hours of operation to be from 10:00 a.m. to 7:00 p.m., Monday, Thursday, and Friday *only*
2. All parking to be on a hardened surface
3. Applicant to be the only employee; no independent contractors
4. Staff comments and recommendations, *not otherwise in conflict*

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PAGE 7**

CONSENT AGENDA (CONT.)

SLUP-8 **1420 LOCKHART HOLDINGS, LLC** (1420 Lockhart Holdings, LLC, owner) requesting a **Special Land Use Permit** for a transfer station and outside storage in land lots 131 and 132 of the 16th district. Property is located on the north side of Lee Waters Road, at the termination of Heatherland Drive (4586 Canton Road). *(Previously continued by the Planning Commission (PC) from the September 1, 2020, PC hearing until the October 6, 2020, PC hearing; continued by Staff until the November 3, 2020, PC hearing).*

To **approve** SLUP-8, subject to:

- 1. Truck access to remove dirt and debris to be from Canton Road as long as the Applicant has an easement from the railroad**
- 2. Staff comments and recommendations**

OTHER BUSINESS

O.B. 56 To consider a site plan approval for Derek Cochran regarding rezoning application Z-128 of 2005 for property located on the south side of Jamerson Road, and on the north side of Locklear Way, in land lot 55 of the 16th district (4868 Locklear Way). *(Continued by Staff until the November 17, 2020, Board of Commissioners' Zoning hearing).*

To **approve** O.B. 56, subject to:

- 1. Site plan contained in the Other Business packet (attached and made a part of these minutes), with the District Commissioner approving minor modifications**
- 2. Stormwater Management Division comments contained in the Other Business packet (attached and made a part of these minutes)**
- 3. Cobb DOT comments contained in the Other Business packet (attached and made a part of these minutes)**

O.B. 66 To consider a reduction of minimum public road frontage for Matthew Stanchie from 75-feet to 40-feet for Tract 1, and from 75-feet to 0-feet for Tract 2 and for Tract 3. The property is located on the north side of Pete Shaw Road, west of Sandy Plains Road in land lots 243 and 262 of the 16th district (3100 and 3120 Pete Shaw Road).

To **approve** O.B. 66, subject to:

- 1. Site plan contained in the Other Business packet (attached and made a part of these minutes) for property line configuration and access**

MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
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CONSENT AGENDA (CONT.)

OTHER BUSINESS (CONT.)

O.B. 66 (CONT.)

- 2. Water and Sewer Division comments contained in the Other Business packet (attached and made a part of these minutes)**
- 3. Fire Department comments contained in the Other Business packet (attached and made a part of these minutes)**

O.B. 67 To consider a stipulation amendment for Massage Geeks, LLC regarding rezoning application Z-63 of 1991 for property located on the east side of Canton Road, south of Shallowford Road, in land lot 204 of the 16th district (4268 Canton Road).

To **approve** O.B. 67, subject to:

- 1. Hours of operation are Monday through Saturday from 8:00 a.m. until 8:00 p.m., and Sunday from 10:00 a.m. until 6:00 p.m.**
- 2. Cobb DOT comments contained in the Other Business packet (attached and made a part of these minutes)**
- 3. All previous stipulations and conditions, *not otherwise in conflict with this amendment*, to remain in effect**

O.B. 68 To consider a site plan and stipulation amendment for Brannen Investments, LLC regarding rezoning application Z-41 of 2020 for property located on the northerly side of White Road (A/K/A Bob White Road), southeasterly of Factory Shoals Road, in land lot 683 of the 18th district (White Road).

To **approve** O.B. 68, subject to:

- 1. Site plan received October 13, 2020, as contained in the Other Business packet (attached and made a part of these minutes), with the District Commission approving minor modifications**
- 2. All previous stipulations and conditions, *not otherwise in conflict with this amendment*, to remain in effect**

Prior to the Consent Vote, Commissioner Cupid requested that Z-50 (Meritage Homes Of Georgia) be added to the Consent Agenda. However, due to opposition being present, Z-50 remained on the Regular Agenda.

CONSENT VOTE: **ADOPTED 5-0**

**MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
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REGULAR AGENDA

Z-50 **MERITAGE HOMES OF GEORGIA** (4730 Floyd Road, LLC, The Estate of Thurston Brown, owner) requesting rezoning from **R-20** to **RM-8** for townhouse dwelling units (attached) and single-family dwelling units (detached) in land lots 30 and 31 of the 17th district and land lots 1074 and 1147 of the 19th district. Property is located on the west side of Floyd Road and on the north side of White Boulevard (4730, 4802 Floyd Road, 4916 White Road). *(Previously continued by the Board of Commissioners (BOC) until the October 20, 2020, BOC Zoning hearing; continued by Staff until the November 17, 2020, BOC Zoning hearing).*

The public hearing was opened; Parks Huff, Clay Kirkley, and the following virtual speakers: Charles Sprayberry, Cosette Fahning, and Robin Meyer addressed the Board. Following presentation and discussion, the following motion was made:

MOTION: Motion by Cupid, second by Ott, to **approve** Z-50 to the **RM-8** zoning district, subject to:

1. **Planning Commission comments and recommendations for Z-50 (attached and made a part of these minutes)**
2. **Letter of agreeable conditions from Parks Huff dated November 10, 2020 (attached and made a part of these minutes), with the following change:**
 - A. **Item No. 12 – revise last sentence to read: “It is the intent for the subject property...”**
3. **Architectural Control Committee, consisting of the Mableton Improvement Coalition, the Applicant, and county staff, to review building architecture, with final approval by the District Commissioner**
4. **None of the same elevations or elevations with a second-floor porch are to be within three houses of one another without District Commissioner approval**
5. **No more than one Bakersfield or Cartwright elevation within a townhome cluster unless approved by the District Commissioner**
6. **Staff comments and recommendations, *not otherwise in conflict***

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

**MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
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REGULAR AGENDA (CONT.)

LUP-17 **EVANGELOS M. DEMESTIHAS AND JOYCE B. DEMESTIHAS** (Evangelos M. Demestihias and Joyce B. Demestihias, owners) requesting a **Temporary Land Use Permit** for a special events facility in land lot 379 of the 16th district. Property is located on the east side of Knight Road, north of the termination of Knight Lane (3550 Knight Road). (*Previously continued by the Planning Commission (PC) until the October 6, 2020, PC hearing; held by the Board of Commissioners (BOC) until the November 17, 2020, BOC hearing*).

The public hearing was opened; Kevin Moore, Sharon Robinson (virtual), Eric Broel, Judy Sarden, and Emma Ponder addressed the Board. Following presentation and discussion, the following motion was made:

MOTION: Motion by Birrell, second by Ott, to **approve** LUP-17 for **12 months**, subject to:

1. **Letter of agreeable conditions from Kevin Moore dated November 11, 2020 (attached and made a part of these minutes), with the following change:**
 - A. **Item No. 1 – revise to read: “Applicants agree that special events shall be limited to no more than 10 events a year and no more than 35 attendees per event.”**
2. **The owner or a representative of the family must be on-site at each event**
3. **Applicant to be Fire Code compliant to be determined at Plan Review**
4. **One week prior to an event, notification to the adjacent neighbors via signage at the property**
5. **Come back to the Board of Commissioners for yearly renewal; can be revoked at any time pending any valid complaints or violations**
6. **Staff comments and recommendations, *not otherwise in conflict***

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

Chairman Boyce called for a brief recess from 10:52 a.m. until 11:03 a.m.

LUP-18 **SHENG GUAN** (Bingbing Zhang and Sheng Guan, owners) requesting a **Temporary Land Use Permit** to allow more adults and vehicles than the code allows in land lot 517 of the 16th district. Property is located on the east side of Piedmont Drive, south of Umland Road (2944 Piedmont Drive).

**MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
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REGULAR AGENDA (CONT.)

LUP-18 SHENG GUAN (CONT.)

The public hearing was opened; Sheng Guan and James Scherer addressed the Board. Following presentation and discussion, the following motion was made:

MOTION: Motion by Birrell, second by Ott, to **deny** LUP-18, subject to:

1. Applicant to come into compliance within 60 days

VOTE: **ADOPTED** 5-0

Commissioner Cupid left the hearing at 11:23 a.m.

SLUP-11 HABERSHAM WILDWOOD LLC, SWH WINDY HILL LLC
(Habersham Wildwood, LLC, owner) requesting a **Special Land Use Permit** for a suite hotel in land lot 941 of the 17th district. Property is located on the north side of Windy Hill Road, east of Powers Ferry Road (no address).

At the call for SLUP-11, the Applicant was not present; however, there was opposition present. Commissioner Ott announced that since the Applicant was absent that he would support the Planning Commission's recommendation of denial and made the following motion:

MOTION: Motion by Ott, second by Boyce, to **deny** SLUP-11.

VOTE: **ADOPTED** 4-0, Cupid not present

OTHER BUSINESS

O.B. 64 (Blastoff Construction, Inc) was brought forward on the Regular Agenda.

Commissioner Cupid returned to the hearing at 11:28 a.m.

O.B 64 To consider a site plan approval for Blastoff Construction, Inc regarding application #231 of 1986 for property located at the southwest intersection of Brookstone Drive and Brookstone Walk, in land lot 225 of the 20th district (5330 Brookstone Walk). *(Previously continued by the Board of Commissioners (BOC) from the October 20, 2020, BOC Zoning hearing until the November 17, 2020, BOC hearing).*

**MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
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OTHER BUSINESS (CONT.)

O.B. 64 (CONT.)

Mr. Pederson presented the Applicant's request for a site plan approval to develop a 12,388-square foot child daycare/nursery school on the property. The public hearing was opened; Ellen Smith, Richard Hintze, and the following virtual speakers: Derek Triesenberg and Martin Krongold addressed the Board. Following presentation and discussion, the following motion was made:

MOTION: Motion by Gambrill, second by Ott, to **approve** O.B. 64, subject to:

- 1. Site plan dated August 13, 2020 (attached and made a part of these minutes)**
- 2. Letter from Ellen W. Smith dated November 10, 2020 (attached and made a part of these minutes)**
- 3. District Commissioner to approve the final landscape plan and building elevation plan**
- 4. Maximum of 169 children**
- 5. As necessitated by this development, recommend Brookstone Drive access to be studied for a left turn lane; if the left turn lane is warranted, recommend the location and design to be determined during Plan Review subject to Cobb Department of Transportation (DOT) approval**
- 6. Recommend the Applicant ensure that all parking and drop-off/pick-up que be contained within the development parking lot and not extend onto the right-of-way; if parking or site que impacts the adjacent roadway and future operations, recommend the Applicant be required to coordinate with Cobb DOT to create a mitigation plan; a mitigation plan can include but is not limited to the following: staggered times for any future classes, modified internal striping que management, or turn lanes**

VOTE: **ADOPTED 5-0**

- O.B. 38** To consider a site plan amendment for Jupiter Development, Inc. regarding rezoning application Z-79 of 2000 for property located at the southwest intersection of City View Drive and Six Flags Drive, in land lot 603 of the 18th district (City View Drive). *(Previously continued by Staff from the July 21, 2020, through September 15, 2020, Board of Commissioners' (BOC) Zoning hearings until the October 20, 2020, BOC Zoning hearing; continued by the BOC until the November 17, 2020, BOC Zoning hearing).*

**MINUTES OF ZONING HEARING
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OTHER BUSINESS (CONT.)

O.B. 38 (CONT.)

Mr. Pederson presented the Applicant's request for a site plan amendment regarding rezoning application Z-79 of 2000 for the property. The public hearing was opened; Garvis L. Sams, Jr., and the following virtual speakers: Marc Acampora, Salim Aziz, Shams Aziz, and Linda Dunlavy addressed the Board. Following presentation and discussion, the following motion was made:

MOTION: Motion by Cupid, second by Birrell, to **approve** O.B. 38, subject to:

- 1. Site plan (site layout *only*) received by the Zoning Division on November 10, 2020 (attached and made a part of these minutes), with the District Commissioner approving minor modifications**
- 2. Letter of agreeable conditions from Garvis L. Sams, Jr. dated November 10, 2020 (attached and made a part of these minutes)**
- 3. Access to remain the same as approved in 2000/2006 unless other access is approved by Georgia Department of Transportation**
- 4. District Commissioner to approve the eight-foot landscape buffer along City View Drive**
- 5. District Commissioner to approve the final building elevations**
- 6. Security plan to be submitted and reviewed by Cobb County Police and approved by the District Commissioner**
- 7. No loitering permitted on the property**
- 8. Landscape and Architectural Control Committee consisting of the Applicant, a member of Community Development, and residents along City View Drive and Six Flags Parkway are to review the final landscape and building architecture including fencing with final approval by the District Commissioner**
- 9. Revised Cobb DOT comments dated 7/17/2020 (attached and made a part of these minutes), *specifically*, recommend coordination with Georgia DOT regarding the impact on the activity on the exit ramp**
- 10. Staff comments and recommendations contained in the Other Business packet (attached and made a part of these minutes), *not otherwise in conflict***
- 11. All previous stipulations and conditions, *not otherwise in conflict with this amendment*, to remain in effect**

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

**MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
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OTHER BUSINESS (CONT.)

Chairman Boyce called for a lunch recess at 12:32 p.m. The hearing reconvened at 1:04 p.m.

O.B. 65 To consider a reduction of minimum public road frontage for Yonis Martinez from 75-feet to 50-feet for Tract 1, and from 75-feet to 0-feet for Tract 2. The property is located on the north side of South Gordon Road, west of Pisgah Road in land lot 304 of the 18th district (1216 South Gordon Road).

Mr. Pederson presented the Applicant's request to consider a reduction of minimum public road frontage for the property. The public hearing was opened; Yonis Martinez and Chandler Taylor addressed the Board. Following presentation and discussion, the following motion was made:

MOTION: Motion by Cupid, second by Ott, to **hold** O.B. 65 until the December 15, 2020, Board of Commissioners' Zoning Hearing.

VOTE: **ADOPTED** 5-0

O.B. 69 To consider a site plan and stipulation amendment for Brock Built Homes regarding rezoning application Z-40 of 2018 for property located on the north side of Booth Road, west side of Bells Ferry Road, and on the southeasterly side of I-575 in land lots 284 and 285 of the 16th district.

Mr. Pederson presented the Applicant's request to consider a site plan and stipulation amendment regarding rezoning application Z-40 of 2018 for the property. The public hearing was opened; Parks Huff and Diane Shepard addressed the Board. Following presentation and discussion, the following motion was made:

MOTION: Motion by Birrell, second by Ott, to **approve** O.B. 69, subject to:

- 1. Letter of agreeable conditions from Parks Huff dated November 16, 2020, with attachments (attached and made a part of these minutes)**
- 2. Impervious surface not to exceed 55%**
- 3. Final site plan to be approved by the District Commissioner, with review by the Bells Ferry Civic Association**
- 4. Final landscape plan to be approved by the County Arborist and the District Commissioner, with review by the Bells Ferry Civic Association**

**MINUTES OF ZONING HEARING
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OTHER BUSINESS (CONT.)

O.B. 69 (CONT.)

- 5. All previous stipulations and conditions, *not otherwise in conflict with this amendment*, to remain in effect**

VOTE: ADOPTED 5-0

ADJOURNMENT

The hearing adjourned at 1:58 p.m.

Robin L. Stone, Deputy County Clerk
Cobb County Board of Commissioners

UNOFFICIAL

**MINUTES OF SPECIAL CALLED AGENDA WORK SESSION
COBB COUNTY BOARD OF COMMISSIONERS
DECEMBER 7, 2020**

The Cobb County Board of Commissioners attended a Special Called Agenda Work Session on Monday, December 7, 2020, in the third-floor conference room, 100 Cherokee Street, Marietta, Georgia, for the purpose of receiving information and participating in discussion regarding the December 7, 2020, Special Called BOC Agenda. Present and comprising a quorum of the Board were:

Chairman Mike Boyce
Commissioner Keli Gambrell
Commissioner Bob Ott
Commissioner JoAnn Birrell
Commissioner Lisa Cupid

1. CALL TO ORDER – CHAIRMAN BOYCE

Chairman Boyce called the meeting to order at 1:30 p.m.

No official action was taken by the Board.

2. MOTION TO CONDUCT EXECUTIVE SESSION TO DISCUSS LEGAL MATTERS

MOTION: Motion by Ott second by Birrell to **approve** the call of an Executive Session to discuss legal matters.

VOTE: **ADOPTED** 5-0

3. ADJOURNMENT

The meeting was adjourned into Executive Session at 1:30 p.m.

Pamela L. Mabry
County Clerk
Cobb County Board of Commissioners

**MINUTES OF SPECIAL CALLED MEETING
COBB COUNTY BOARD OF COMMISSIONERS
DECEMBER 7, 2020
2:00 PM**

The Special Called Meeting of the Cobb County Board of Commissioners was held on Monday, December 7, 2020 at 2:00 p.m. in the second-floor public meeting room in the Cobb County Building, Marietta, Georgia. Present and comprising a quorum of the Board were:

Chairman Mike Boyce
Commissioner JoAnn Birrell
Commissioner Lisa Cupid
Commissioner Keli Gambrill
Commissioner Bob Ott

CALL TO ORDER

Chairman Boyce called the meeting to order at 2:01 p.m.

County Attorney

1. **To approve a Tolling Agreement with Shea-Traylor, A Joint Venture; Archer Western Contractors, Ltd; Hydro Gate, a division of Henry Pratt Company, LLC; Jacobs Engineering Group, Inc; and Parsons Water & Infrastructure, Inc. related to the failure of the South Cobb Water Reclamation Facility Influent Lift Station constructed as part of the South Cobb Tunnel, Program No. S3017.**

Motion by Boyce, second by Ott, to **approve** a Tolling Agreement with Shea-Traylor, A Joint Venture; Archer Western Contractors, Ltd; Hydro Gate, a division of Henry Pratt Company, LLC; Jacobs Engineering Group, Inc; and Parsons Water & Infrastructure, Inc. related to the failure of the South Cobb Water Reclamation Facility Influent Lift Station constructed as part of the South Cobb Tunnel, Program No. S3017; and **authorize** the Chairman to execute the necessary documents including the Tolling Agreement and any subsequent Tolling Agreement which further modifies tolling submitted by the County Attorney to the Chair in a substantially similar form to that presented.

VOTE: ADOPTED 5-0

ADJOURNMENT

Motion by Ott, second by Birrell, to Adjourn Special Called Board of Commissioners Meeting.

VOTE: ADOPTED 5-0

Angela Cunningham
Deputy County Clerk



BOC Chair

Michael H. Boyce, Chairman

Districts All

Item No. 42.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Michael H. Boyce, Chairman

DATE: December 15, 2020

PURPOSE

To approve all necessary allocations and transfers within the CARES Fund prior to grant close date of December 30, 2020.

BACKGROUND

The World Health Organization declared COVID-19 a world health emergency and a global pandemic. A National Public Health Emergency was declared for the United States on March 13, 2020. The CARES Act, passed by Congress and signed into law by President Trump on March 27, 2020, established a \$150 billion Coronavirus Relief Fund (CRF) to provide financial assistance to the states and eligible units of local government in their efforts to combat COVID-19. As an eligible unit of local government, Cobb County received a direct payment from the U.S. Treasury in the amount of \$132,638,742.70. The Department of the Treasury Office of the Inspector General is responsible for monitoring and oversight of the receipt, disbursement, and use of the CRF monies and issues guidance on expenditures on a regular basis.

Appropriation of funding within the CARES Fund has been strictly monitored to ensure appropriate use of funding and compliance with Federal guidance. Under this funding program, all granted funds must be spent or encumbered on or before December 30, 2020. With just under two weeks remaining to maximize the funds allocated under this program, we request approval to modify budget appropriations within the CARES Fund to ensure no moneys are forfeited as of the grant end date of December 30, 2020. The required transactions would include modifications to achieve the following reallocation of available funding:

1. Increase funding to WFN for food procurement, storage, and distribution, originally approved by the Board on May 12, 2020. The allocated funding has been exhausted and an additional amount of \$350,000.00 is requested to enable providers to offer additional services until December 30, 2020.
2. Restore a portion of funding to CobbWorks for approved job training programs, originally approved by the Board on July 14, 2020. The allocated funding was reduced by \$500,000.00 on October 27, 2020, as it was not expected the funds could be utilized within the grant period. It has been determined that additional expenses of \$105,100.52 have been incurred for this approved program and this adjustment

will return said amount to the budget.

3. Reimburse the General Fund, Fire Fund, and E-911 payroll expenditures for public safety addressing the impacts of COVID-19. An initial transfer for this purpose was approved by the Board on October 13, 2020. That allocation covered twenty percent (20%) of the payroll expenditures, for the period of March 1, 2020 through December 26, 2020 for certified and sworn officers in the police department, the Sheriff's office, the Fire Department, Emergency Management Agency, and Emergency 911.

This will be accomplished by the return from the various grantees, and as required in the respective MOU's with each entity, of all unspent CARES funding to the CARES Contingency Unit and the subsequent transfer out of the returned balance to the General Fund; Fire Fund; and E911 Fund, to reimburse payroll expenditures for public safety addressing the impacts of COVID-19.

It is requested that the Board of Commissioners authorize the transfer of \$350,000.00 to WFN for addition food needs and \$105,100.52 to CobbWorks, Inc. to reimburse outstanding expenditures for job training. Additionally, that the Board of Commissioners approve the transfer of all remaining unallocated and returned funds from the CARES Fund to the applicable County Fund for reimbursement, to the extent possible, of eligible public safety payroll expenditures within the respective funds.

IMPACT STATEMENT

Reimbursement of CARES eligible public safety payroll expenditures previously budgeted and paid by General Fund, Fire Fund, and E911 Fund, respectively, will free up available funds in the associated budget for FY2021. The non-CARES related revenues that were previously designated to fund these payroll expenses will be reallocated to a contingency budget within each respective fund, which may be utilized to further pandemic response efforts throughout the County's 2021 fiscal year.

FUNDING

Funding is available in the CARES Fund with the following budget transactions:

Decrease Expenditure:	278-055-V9CT-8820 (Contingency)	\$350,000.00
Increase Expenditure:	278-493-V9S2-6574 (Contributions)	\$350,000.00
Decrease Expenditure:	278-055-V9CT-8820 (Contingency)	\$105,100.52
Increase Expenditure:	278-120-V9CW-6395 (Job Training-WIA)	\$105,100.52
Decrease Expenditure:	278-Various	\$TBD
Increase Expenditure:	278-055-V9CT-8820	\$TBD
Decrease Expenditure:	278-055-V9CT-8820 (Contingency)	\$TBD
Increase Expenditure:	278-055-V9CT-6594 (Interfund Transfer-out)	\$TBD
Increase Revenue:	010-014-0140-4960 (General Fund Transfer-in)	\$TBD
Increase Revenue:	230-130-1000-4960 (Fire Transfer-in)	\$TBD
Increase Revenue:	260-130-0200-4960 (E911 Transfer-in)	\$TBD

Increase Expenditure:	010-014-0140-8820 (General Fund Contingency)	\$TBD
Increase Expenditure:	230-130-1000-8820 (Fire Contingency)	\$TBD
Increase Expenditure:	260-130-0200-8820 (E911 Contingency)	\$TBD

The actual amount of unspent CARES funding available for reimbursement of public safety payroll expenditures in other County Funds has not yet been determined. Authorization is requested prior to the final accounting to ensure all transactions are processed within the required time period for CARES expenditures.

RECOMMENDATION

The Board of Commissioners approve all necessary allocations and transfers within the CARES Fund prior to grant close date of December 30, 2020; authorize the corresponding budget and accounting transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Transportation

Erica Parish, Agency Director

District 4

Item No. 43.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To approve a Memorandum of Agreement with Cobb County-Marietta Water Authority for resurfacing portions of Cardell Road, South Gordon Road, and Factory Shoals Road.

BACKGROUND

Resurfacing is an approved component in the 2016 SPLOST Transportation Improvements Program (TIP).

The Cobb County-Marietta Water Authority (CCMWA) is currently working on the West Side Loop Section 2 project, which includes replacement of a 36-inch water main. Construction of this project will impact portions of Cardell Road, South Gordon Road, and Factory Shoals Road.

As it is to the mutual benefit of both the County and CCMWA, the Department has reached a cost sharing arrangement with CCMWA for resurfacing costs associated with the portions of roads impacted by the West Side Loop Section 2 water main replacement project; therefore, a Memorandum of Agreement (MOA) will be required.

The Department will assume the lead role and responsibility for managing the resurfacing of the three impacted roads, upon completion of the CCMWA water main replacement project. Total cost of the resurfacing is estimated at \$897,769.12. Per the terms of the MOA, CCMWA will reimburse the County 80 percent of the cost to resurface the impacted portions of Cardell Road, South Gordon Road, and Factory Shoals Road, in an amount not to exceed \$718,215.30. The remaining 20 percent of the total cost, in an amount estimated not to exceed \$179,553.82, is available in the 2016 SPLOST TIP Fund approved budget.

The Department intends to include these three roads within a future 2016 SPLOST TIP resurfacing contract award.

The MOA with CCMWA has been reviewed by the County Attorney's Office, and was approved by the CCMWA Board at their meeting held on October 19, 2020.

IMPACT STATEMENT

N/A

FUNDING

Appropriate receipt of funding from the Cobb County-Marietta Water Authority to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Increase Revenue:	347-050-X290-X290-4506-X2900-C	Other Local Revenue	\$718,215.30
Increase Expenditure:	347-050-X290-X290-8761-X2900-C	Preliminary Estimate	\$718,215.30

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

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

SPLOST Project Summary as of December 3, 2020:

Resurfacing Shared Cost	Budget:	\$871,819.93	Expended:	\$0.00
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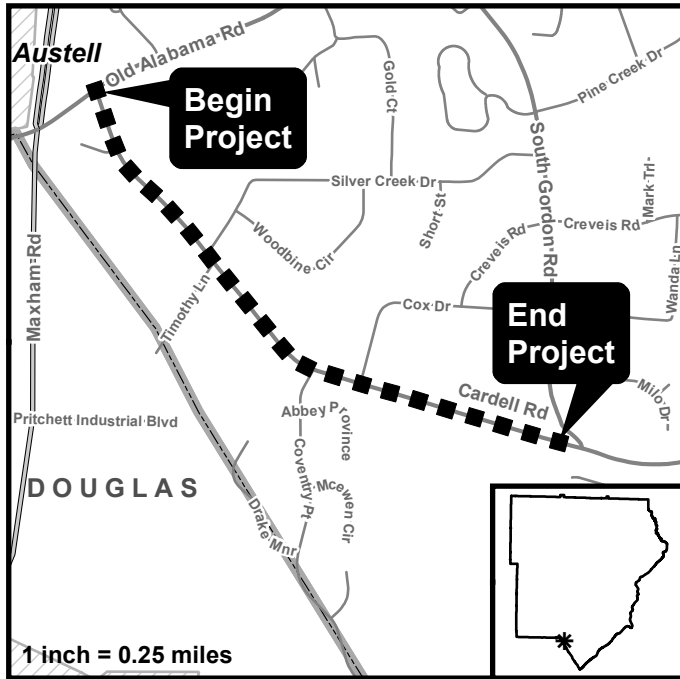
RECOMMENDATION

The Board of Commissioners approve a Memorandum of Agreement with Cobb County-Marietta Water Authority, in an amount not to exceed \$718,215.30, for resurfacing portions of Cardell Road, South Gordon Road, and Factory Shoals Road; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

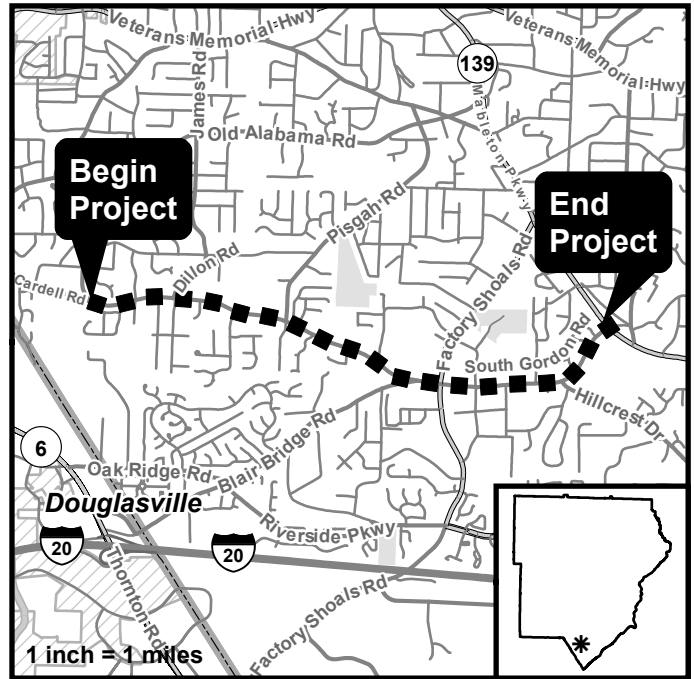
ATTACHMENTS

1. Location Map
2. Memorandum of Agreement with Cobb County-Marietta Water Authority

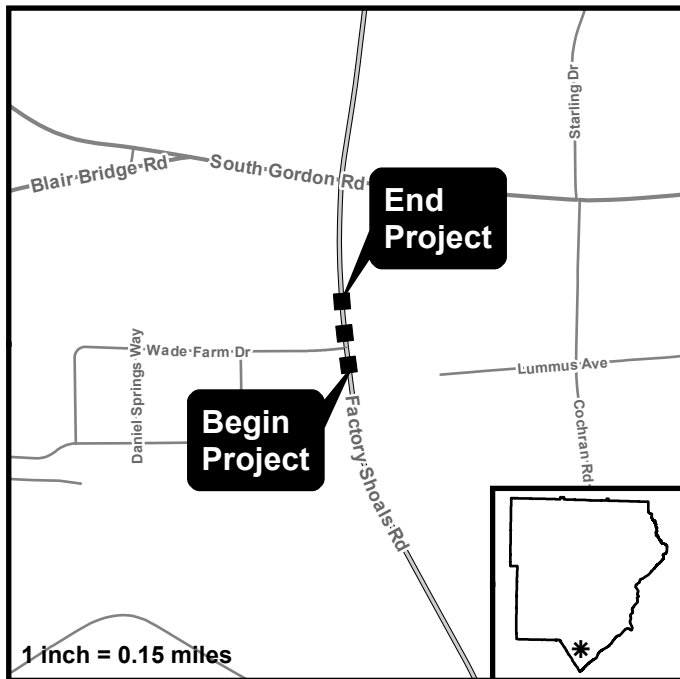
LOCATION MAP



CARDELL ROAD
Commission District 4



SOUTH GORDON ROAD
Commission District 4



FACTORY SHOALS ROAD
Commission District 4

Legend

- Cities
- Cobb Parks



Department of Transportation

PROJECT:
Resurfacing - CCMWA West Side Loop Section 2
Project No. X2900

DATE: December 15, 2020



**STATE OF GEORGIA
COUNTY OF COBB**

**MEMORANDUM OF AGREEMENT
BETWEEN
COBB COUNTY, GEORGIA
AND
COBB COUNTY MARIETTA WATER AUTHORITY
FOR
TRANSPORTATION FACILITY IMPROVEMENTS**

This Memorandum of Agreement (“MOA”) is made and entered into this ____ day of _____, 2020, by and between **COBB COUNTY, GEORGIA** a political subdivision of the State of Georgia, (the "COUNTY"), and **COBB COUNTY MARIETTA WATER AUTHORITY**, a regional public utility and political subdivision of the State of Georgia, (the “AUTHORITY”).

WHEREAS, the AUTHORITY and the COUNTY jointly have resolved to further the implementation of the transportation facility identified by the COUNTY as the **Resurfacing of Cardell Road from Old Alabama Road to South Gordon Road, South Gordon Road from Cardell Road to Mableton Parkway, and Factory Shoals Road from 170’ South of Wade Farm Road to 200’ North of Wade Farm Road** in Land Lots 201, 258, 259, 297, 303, 304, 305, 306, 307, 308, 309, 382, 383, 384, 387, 388, 411, 412, 413, and 414 of the 18th District, 2nd Section, Cobb County, Georgia (the “PROJECT”), and

WHEREAS, the AUTHORITY has a waterline installation project underway, the **West Side Loop Section 2, 36-Inch Water Main Replacement** (“WATERLINE PROJECT”) that will impact the PROJECT and will be responsible for disturbances to the PROJECT including but not limited to that affecting the asphalt pavement, curb and gutter, sidewalk, drainage systems, traffic control devices, and striping; and

WHEREAS, the COUNTY has funds designated in the 2016 SPLOST Transportation Improvements Program for the PROJECT; and

WHEREAS, the COUNTY'S Professional Engineering Oversight responsibilities for the PROJECT will include the oversight, control, supervision, review and approval of the construction services required to implement, and install the WATERLINE PROJECT, which will be accomplished through coordinated efforts with the AUTHORITY; and

WHEREAS, the total cost for completion of the PROJECT, is estimated to be EIGHT HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-NINE and 12/100 DOLLARS (\$897,769.12) and the total square yardage (SY) of the PROJECT is 36,824 SY; and

WHEREAS, to expedite the PROJECT schedule and completion of the same, the AUTHORITY agrees to contribute EIGHTY PERCENT (80%) of the funds to finance the actual let PROJECT resurfacing costs which funds are currently estimated to be SEVEN HUNDRED EIGHTEEN THOUSAND TWO HUNDRED FIFTEEN and 30/100 DOLLARS (\$718,215.30) ("AUTHORITY PROJECT CONTRIBUTION"). This current estimated cost is based on current pricing of 29,459.2 SY at \$24.38/SY; and

WHEREAS, to expedite the PROJECT schedule and completion of the same, the COUNTY agrees to contribute TWENTY PERCENT (20%) of the funds to finance the actual let PROJECT resurfacing costs which funds are currently estimated to be ONE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED FIFTY-THREE and 82/100 DOLLARS (\$179,553.82) ("COUNTY PROJECT CONTRIBUTION"). This current estimated cost is based on current pricing of 7,364.8 SY at \$24.38/SY; and

WHEREAS the COUNTY, in consequence of these funds contributed by the AUTHORITY to the PROJECT'S undertaking, agrees to expedite the PROJECT schedule including implementation and construction thereof; and

NOW THEREFORE, in consideration of the mutual promises made and the benefits conferred herein, the receipt and sufficiency of which are hereby acknowledged by both of the parties hereto, the COUNTY and the AUTHORITY do hereby agree as follows:

1. The AUTHORITY agrees of its own accord to fund through the AUTHORITY PROJECT CONTRIBUTION the additional PROJECT costs associated with the WATERLINE PROJECT disturbance impacting the PROJECT regardless of the COUNTY'S compliance with or

adherence to time schedules, notice requirements or deadlines. The PROJECT funding, locations, and impacted areas are depicted in Exhibit A, which is attached hereto and incorporated herein by reference. The COUNTY shall use reasonable efforts to complete the PROJECT within a timely manner.

2. Within thirty (30) days after the Effective Date (as defined in Paragraph 8 below), the AUTHORITY shall deposit with the COUNTY the AUTHORITY PROJECT CONTRIBUTION. The COUNTY shall in turn by the fifteenth day of each month after such deposit and continuing monthly until completion and final acceptance of the PROJECT undertaking, submit an invoice to the AUTHORITY, along with a copy to any lender designated by the AUTHORITY and for whom sufficient contact information has been provided in writing to the COUNTY, with an itemized account of the PROJECT related activities and costs therefor incurred during the preceding thirty (30) day period. The COUNTY shall include with each such invoice: (1) sufficient documentation to permit an evaluation of the costs and expenses enumerated therein, and (2) a progress schedule for the estimated completion of the said activities, and (3) a description of the percentage of total work to date on the various phases of the PROJECT. The County shall deduct the amount of each such invoice from the AUTHORITY PROJECT CONTRIBUTION. Unless the balance of the AUTHORITY PROJECT CONTRIBUTION has previously been returned to the AUTHORITY pursuant to Paragraph 8 below, should any of the AUTHORITY PROJECT CONTRIBUTION funds remain after the completion of all of the PROJECT related phases and activities including final acceptance of PROJECT related construction as certified by the COUNTY, the COUNTY shall remit this balance to the AUTHORITY within sixty (60) days after final acceptance of the PROJECT by the COUNTY.

3. The COUNTY will commit and allocate the COUNTY PROJECT CONTRIBUTION which will consist of funds from the 2016 SPLOST Transportation Improvements Program.

4. The AUTHORITY understands, agrees and acknowledges that because the PROJECT involves improvements to public infrastructure and is governmental in nature, the COUNTY'S

authority and responsibility herein shall extend to the control, review, approval and oversight of all aspects of this undertaking. Irrespective of the COUNTY'S oversight and management of the PROJECT, the AUTHORITY nevertheless agrees to fulfill its obligations as outlined and described in this MOA between the parties. The COUNTY will appoint and designate a Project Manager to assist and communicate with the AUTHORITY as to the coordination and implementation of all phases of the PROJECT. The AUTHORITY shall communicate with and direct all inquiries and correspondence relating to the PROJECT to the Project Manager.

5. The COUNTY has allocated the COUNTY PROJECT CONTRIBUTION for the costs associated with implementation and construction of the PROJECT. Nevertheless the AUTHORITY understands and acknowledges that the COUNTY is not obligated to provide now or hereafter any additional funding for the PROJECT except as may be specifically set forth herein or as may be conditioned by future written agreement between the parties. Likewise, the COUNTY understands and acknowledges that the AUTHORITY'S funding obligation is limited to the AUTHORITY PROJECT CONTRIBUTION. Any understanding or agreement between the parties as to additional or future PROJECT related funding and the respective and associated responsibilities and commitments of the parties with respect thereto shall be in writing and shall be reflected in a subsequent amendment which supplements this MOA.

6. The COUNTY shall adhere to and shall comply with all applicable state and federal guidelines, rules, regulations and laws applicable to PROJECT activities.

7. The AUTHORITY agrees and acknowledges that the obligations of the COUNTY as outlined and described herein and in the Exhibits attached hereto will be fulfilled through services performed by third party consultants and independent contractors in accordance with COUNTY guidelines, directives, specifications, rules and regulations and pursuant to COUNTY control, oversight, supervision and approval.

8. The term of this MOA shall commence on the date that the last party hereto executes the same (the "Effective Date") and shall conclude on the earlier of (a) the date of final acceptance

by the COUNTY of the PROJECT or (b) the date on which the COUNTY and the AUTHORITY mutually decide not to implement and construct the PROJECT but in no event longer than four (4) years from the Effective Date (such earlier date being the "Termination Date"). Within sixty (60) days after the Termination Date, the COUNTY shall refund to the AUTHORITY any portion of the AUTHORITY PROJECT CONTRIBUTION that has not been used to pay costs of the PROJECT. The foregoing notwithstanding, the parties shall remain responsible for the completion and fulfillment of any outstanding financial obligations specified herein and not otherwise satisfied heretofore.

9. The AUTHORITY understands and acknowledges that the PROJECT involves work by and coordination with third party owners of infrastructure over whom and over which the COUNTY has no control or authority. The AUTHORITY shall not be excused from its funding obligations herein nor shall the COUNTY be responsible or liable due to any delay attributable to third party owners of public infrastructure.

10. Upon completion of the PROJECT, the AUTHORITY shall remain responsible for the continual maintenance and operations of the WATERLINE PROJECT.

11. This MOA, together with all exhibits attached hereto, represents the sole and entire agreement between the parties named herein. No modification, alteration or amendment shall be binding unless executed by both parties with the same degree of formality as this indenture. This undertaking supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, consultants, employees and/or representatives. No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document. The recitals form a part of this MOA and are fully incorporated herein by this reference.

12. Except as otherwise provided herein, any notice, request, demand, instruction or other communication from the COUNTY to the AUTHORITY or from the AUTHORITY to the

COUNTY shall be in writing and deemed properly sent and given (a) upon hand delivery to the addressee, (b) five (5) days after deposit into the United States mail, postage prepaid, certified mail, return receipt requested, or (c) one (1) day after delivery to the United States Postal Service Express Mail or similar reputable overnight courier or delivery service (d) or via email to appropriate addressee. All notices shall be addressed to the parties as follows:

AUTHORITY: General Manager
Cobb County Marietta Water Authority – GMO
1170 Atlanta Industrial Drive
Marietta, Georgia 30066
E-mail: gpage@ccmwa.org

With a copy to: Douglas R. Haynie
Haynie, Litchfield & White
222 Washington Avenue
Marietta, Georgia 30060
Email: dhaynie@hlw-law.com

COUNTY: DOT Director
Cobb County Department of Transportation
1890 County Services Parkway
Marietta, Georgia 30008
E-mail: Erica.Parish@cobbcounty.org

With a copy to: County Manager
100 Cherokee Street
Suite 300
Marietta, Georgia 30090
E-mail: Jackie.McMorris@cobbcounty.org

If the last day of either of the time periods specified in (b) or (c) falls on other than a business day, such time period shall be extended until and through the next business day. Either party may change the address for receipt of future notices or other communications in accordance with the terms of this provision.

13. The AUTHORITY acknowledges and agrees that the COUNTY PROJECT CONTRIBUTION alone is insufficient to complete all phases of the PROJECT and that the

COUNTY'S obligations as set forth herein are contingent in part on the receipt of sufficient and adequate special local option sales tax revenues. Should the amount of said tax revenues decrease or be insufficient to fund the completion of the PROJECT, the COUNTY reserves the right to terminate this Agreement or to modify the scope of the PROJECT accordingly without recourse by the AUTHORITY. If the said tax revenues decrease such that the COUNTY exercises the right to terminate this Agreement, the COUNTY shall notify the AUTHORITY and shall remit the COUNTY PROJECT CONTRIBUTION or any remaining balance thereof to the AUTHORITY within sixty (60) days of said notice.

14. The parties hereto agree and acknowledge that certain unforeseen contingencies inherent in the evolution of the various phases of the PROJECT, which contingencies may include but are not limited to public and vehicular safety enhancements, reconfiguration(s) of the PROJECT scope and overall PROJECT related cost control measures, may impact the total expenditures for PROJECT implementation and construction. Should any such contingency arise during any phase of the PROJECT, both of the parties hereto, notwithstanding anything to the contrary herein, understand and agree that the COUNTY may, so as to accommodate any such contingency and within its reasonable discretion and as it deems necessary for budgetary or public safety purposes, add, increase, modify, limit, reduce, eliminate or scale back the design, details and/or phases of the PROJECT.

15. The obligations of the parties outlined herein are to be performed in Cobb County, Georgia, and if legal action is necessary to enforce the same or to construe any of the provisions or contractual language of this MOA, exclusive venue shall lie in Cobb County, Georgia.

16. This MOA shall not be assigned by either party without the prior written consent of the other party. Any assignment of this MOA must be in writing, and shall include an assumption by such assignee of the assignor's obligations hereunder. Notwithstanding the foregoing and without the consent of the COUNTY, the AUTHORITY may assign this MOA (i) to an affiliate of the AUTHORITY and (ii) collaterally to any lender of the AUTHORITY. Any such assignment,

however, including any assignment made without the County's consent pursuant to (i) or (ii) hereinabove, must be in writing, and shall include therein an assumption by such assignee of the assignor's obligations hereunder; provided, however, that with respect to such assumption by the AUTHORITY's lender, the AUTHORITY shall be required only to use reasonable efforts to obtain its lender's agreement to such assumption. The AUTHORITY shall notify the COUNTY in writing of such assignment made pursuant to (i) or (ii) herein within seven (7) business days thereof and shall provide to the COUNTY in writing the name(s) and contact information of the assignees including the name and contact information of any individual responsible for oversight of the respective assignee's performance of the obligations outlined herein. The AUTHORITY shall also within seven (7) business days of such assignment provide to the COUNTY a copy of any such assignment documentation. Should the AUTHORITY'S assignee(s) fail to honor or perform any obligations assumed hereunder, the AUTHORITY shall, upon written notice and at the election of the COUNTY, be solely responsible for performance of or the failure of such assignee(s) to perform any of the AUTHORITY'S obligations herein.

17. This MOA shall be governed by and construed in accordance with the laws of the State of Georgia and the United States as are from time to time in effect.

18. The parties do not intend that any provision of this MOA or that any obligation specified herein create a partnership, joint venture, association, alliance or other similar arrangement between the COUNTY and the AUTHORITY, or that any benefit be conferred on any third party or that the provisions hereof give rise to or create any duty or obligation or any cause of action arising therefrom on behalf of any third party.

19. The COUNTY shall be excused for any period of delay in the performance of any of its respective obligations hereunder, when such delay is occasioned by a cause or causes beyond its control, and the time for performance hereunder automatically shall be extended for a like interval. Such causes shall include without limitation: all labor disputes; strikes; lockouts; changes in the scope of improvements as approved by the parties hereto; inability to obtain or delay in the

receipt of necessary materials or services; unavoidable injury, casualty or damage to personnel, materials or equipment; fire; earthquake or other natural disasters; failure of any contractor, its agents or employees to complete construction within the designated time frame; any delay attributable to third party owners of public infrastructure, third party electric utility providers or other third party utility providers; any dispute or legal action brought against the COUNTY which interrupts construction or challenges the COUNTY'S title to or acquisition and ownership of the right of way or interests in real property required for construction of the PROJECT; any pre-existing condition on or within the existing or required PROJECT right of way that reasonably entails or threatens liability, assessment, penalties and/or remediation; civil commotion; war; warlike operations; invasions; rebellions; hostilities; military or usurped power; sabotage; governmental regulations or controls beyond the jurisdiction of the COUNTY; delay by the State of Georgia, and its officials, agencies or commissions; and Acts of God. The COUNTY shall provide notice of any such event which results or will result in excusable delay of the PROJECT as the same is defined hereinabove within five (5) business days of the occurrence of the same.

20. The COUNTY shall, in its sole discretion, have the right to terminate this Agreement completely and without further obligation, damage, cost or penalty should any pre-existing condition, detected on or within the PROJECT right of way prior to the initiation of or during PROJECT construction activities, threaten or entail liability, assessment(s) or penalties and/or require the assumption by the COUNTY of any current or future responsibility for the remediation and correction of such condition during the term hereof. In such instance, the County shall notify the AUTHORITY in writing within five (5) business days of identifying any such pre-existing condition and shall remit the AUTHORITY PROJECT CONTRIBUTION or any remaining balance thereof to the AUTHORITY within sixty (60) days of said notice.

21. No provision of this MOA shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the COUNTY by the Constitution, statutes, rules and regulations of the State of Georgia.

22. Should any one or more of the paragraphs, sentences, clauses, phrases or provisions of this MOA for any reason be held to be unenforceable or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the parties hereto intend that such unenforceable or unconstitutional language not affect the remaining provisions and that this document be construed and considered without any reference thereto as if the invalid portion had never been inserted or included within the text hereof.

23. The parties acknowledge and represent that each party and its respective legal counsel have participated in the negotiation and preparation of this MOA. This MOA shall consequently be construed without regard to any presumption or law which requires the terms contained herein to be construed against the author or scribe.

24. This MOA may be executed in any number of counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same instrument.

25. The individuals whose names appear below represent that they have or have been accorded by their governing bodies the necessary authority to bind the entities on whose behalf each has executed this document.

26. This MOA is subject to and contingent upon approval by the BOC designated by majority vote at a regularly called public meeting of the same.

27. This MOA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and except as otherwise provided in this document and if applicable, their assigns.

28. Both the COUNTY and the AUTHORITY acknowledge and agree that time is of the essence for performance of the obligations specified herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first above written.

Cobb County, Georgia

Attest: _____
Pam Mabry, County Clerk

By: _____

Date: _____

Printed Name: Michael H. Boyce

Title: Chairman, Board of Commissioners

(COUNTY SEAL)

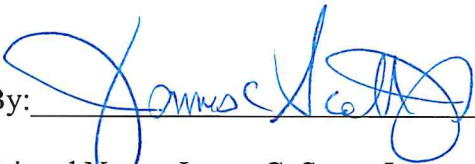
Cobb County Marietta Water Authority-GMO

Attest: _____

Name: _____

Title: _____

Date: 10/9/2020

By:  _____
Printed Name: James C. Scott, Jr.

Title: Chairman

(SEAL)

RECOMMEND FOR APPROVAL:

DEPARTMENT OF TRANSPORTATION

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM

COBB COUNTY ATTORNEY'S OFFICE

EXHIBIT A

Total Roadway Quantities

Roadway	From	To	Distance (LF)	SY	Cost
Cardell Road	Old Alabama Road	South Gordon Road	4454	11,877	\$ 289,561.26
South Gordon Road	Cardell Road	Mableton Parkway	15566	23,960	\$ 584,144.80
Factory Shoals Road	170' S of Wade Farm Road	200' N of Wade Farm Road	370	987	\$ 24,063.06
			20390	36,824	\$ 897,769.12

CCDOT:	\$ 179,553.82	20%
CCMWA:	\$ 718,215.30	80%
Total:	\$ 897,769.12	100%

CCMWA Disturbance

Roadway	From	To	Begin Sta	End Sta
Cardell Road	2185 Cardell Road	2165 Cardell Road	167	450
Cardell Road	2165 Cardell Road	2075 Cardell Road	450	1400
Cardell Road	2075 Cardell Road	Coventry Point	1400	1600
Cardell Road	2075 Cardell Road	Coventry Point	1600	2150
Cardell Road	Coventry Point	South Gordon Road	2150	4050
South Gordon Road	Cardell Road	1792 South Gordon Road	4050	4400
South Gordon Road	1792 South Gordon Road	1090 South Gordon Road	4400	10236
South Gordon Road	Shady Ridge Lane	6800 Factory Shoals Road	10483	13300
South Gordon Road	6800 Factory Shoals Road	648 South Gordon Road	13300	13850
South Gordon Road	648 South Gordon Road	366 South Gordon Road	13850	17550
South Gordon Road	366 South Gordon Road	6720 Carriage Drive	17550	18000
South Gordon Road	6720 Carriage Drive	Mableton Parkway	18000	19508
Factory Shoals Road	170' S of Wade Farm Road	200' N of Wade Farm Road	650	1019



Transportation

Erica Parish, Agency Director

Districts 1, 3

Item No. 44.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq., on one parcel on Sandtown Road, Project No. X2610.

BACKGROUND

Sandtown Road is an approved roadway safety and operational improvements project in the 2016 SPLOST Transportation Improvements Program (TIP). This is also a joint project with the City of Marietta.

The project includes roadway safety and traffic operational improvements including turn lanes, sidewalk, traffic signal enhancements, curb and gutter, and drainage along Sandtown Road, from Austell Road to Westside Drive.

Additional rights-of-way and easements are needed to construct this project. Right-of-way funding for this project is available in the 2016 SPLOST TIP Fund approved budget.

Negotiations with the property owner are ongoing; however, in order to ensure project deadlines are met, the Department is requesting condemnation approval by the Board of Commissioners in the event negotiations are unsuccessful, and the Land Acquisition Review Committee, consisting of the Department's Development Services, Right-of-Way and Construction staff, and the County's Legal personnel, recommend condemnation actions be filed.

Under appropriate circumstances, as are more fully set forth under the provisions of O.C.G.A. §32-3-4, the County is authorized to acquire real property interests by the Declaration of Taking method for reasons including, but not limited to, a desire for judicial ascertainment of all issues pertaining to the acquisition.

IMPACT STATEMENT

N/A

FUNDING

N/A

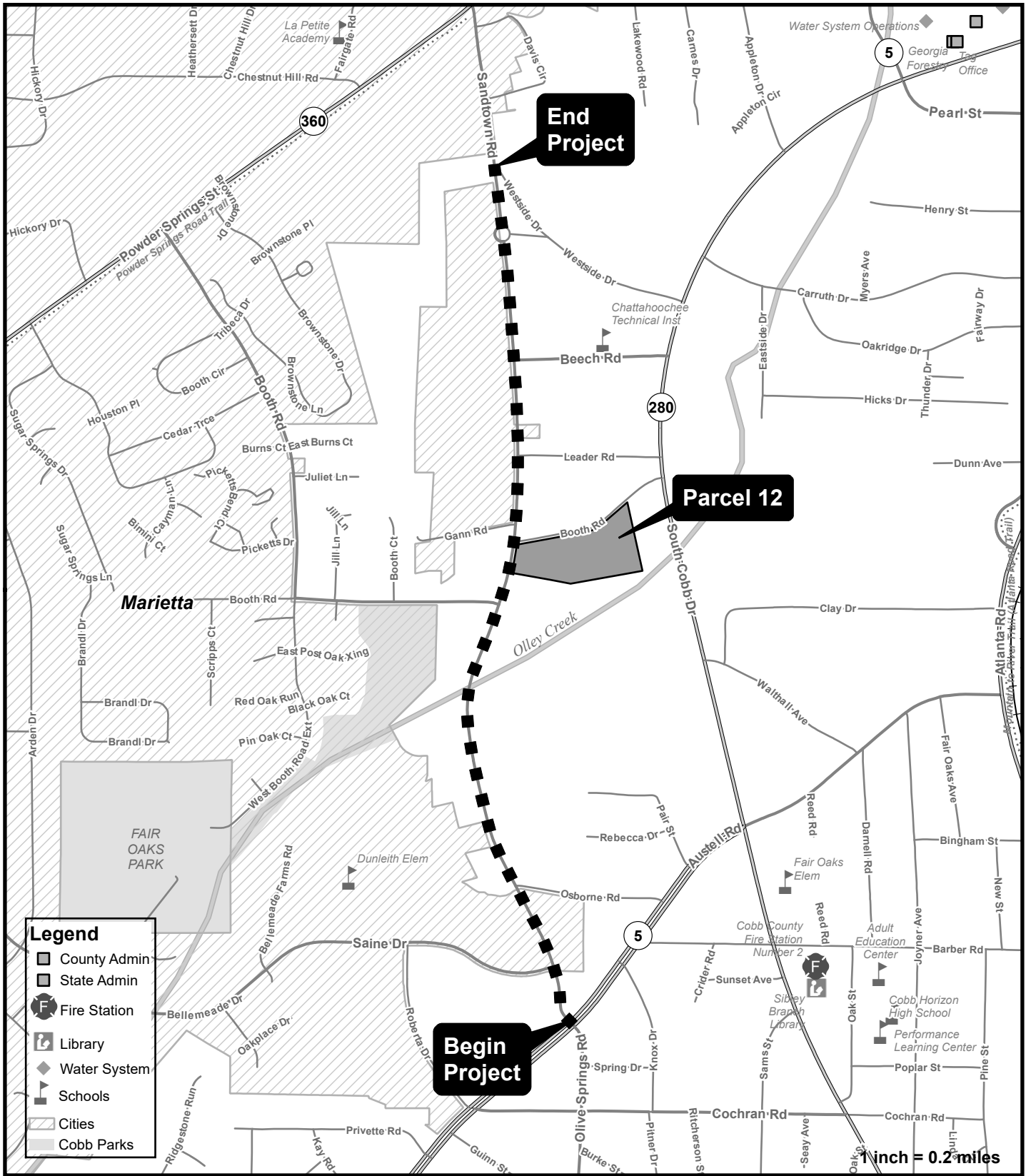
RECOMMENDATION

The Board of Commissioners determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq.; authorize the commencement of condemnation proceedings on one parcel on Sandtown Road, Project No. X2610; adopt a Resolution and Order in form substantially similar to the attached and as approved by the County Attorney's Office; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map
2. Resolution and Attachment 1 for Parcel 12

LOCATION MAP



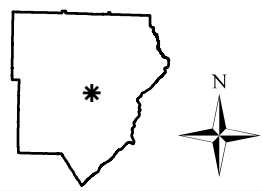
- Legend**
- County Admin
 - State Admin
 - Fire Station
 - Library
 - Water System
 - Schools
 - Cities
 - Cobb Parks



Department of Transportation

PROJECT:
Sandtown Road
Project No. X2610

DATE: December 15, 2020



Notes: Commission Districts 1, 3

APPENDIX “A” TO EXHIBIT “A”

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 403.72 SQUARE FEET OF FEE SIMPLE RIGHT-OF-WAY AND 2,390.83 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, BEING PROJECT PARCEL NO. 12, TAX PARCEL NO. 17021100410, 17th DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Country Pines, LLC, being project parcel no. 12, tax parcel no. 17021100410, 17th District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Country Pines, LLC, being project parcel no. 12, tax parcel no. 17021100410, 17th District, Second Section of Cobb County, Georgia pursuant to Project No. X2610 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS _____ DAY OF _____, 2020.

COBB COUNTY BOARD OF COMMISSIONERS

By: _____
Michael H. Boyce, Chairman

ATTEST:

County Clerk, Cobb County Board of Commissioners

(SEAL)

ATTACHMENT 1

PROJECT NAME:	Sandtown Road Safety and Operational Improvements
PROJECT NUMBER:	X2610
PARCEL NUMBER:	12
PROPERTY OWNER:	Country Pines, LLC 1818 Martin Luther King, Jr. Blvd Chapel Hill, NC 27514-7415
TAX PARCEL I.D. NUMBER :	17021100410
ACQUISITION:	
Fee Simple Right-of-Way:	403.72 square feet (0.001% of total tract)
Temporary Construction Easement:	2,390.83 square feet (0.007% of total tract)
APPROXIMATE REMAINING PROPERTY:	7.6 Acres
LOCATION OF STRUCTURE:	More than 35 feet
CONTACTS:	
First:	November 6, 2020
Last:	December 10, 2020
ACQUISITION AGENT:	Laura Meier
ZONING:	Multi-Use Family
HIGHEST & BEST USE:	Multi-Use Family
MISCELLANEOUS:	Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing.

*December 15, 2020



Transportation

Erica Parish, Agency Director

District 2

Item No. 45.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To approve a contract with Baldwin Paving Company, Inc., for bridge replacement on Willeo Road over Willeo Creek, Project No. X2122, CCDOT Contract No. 001526.

BACKGROUND

Willeo Road over Willeo Creek is an approved project in the Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements Program. This is a joint project with the City of Roswell (City).

The project consists of a complete replacement of the existing bridge on Willeo Road over Willeo Creek. The project is located on Willeo Road, between Bywater Trail and Timber Ridge Road/Lower Roswell Road, at the Cobb/Fulton County line.

On February 10, 2015, the Board of Commissioners approved an Intergovernmental Agreement (IGA) with the City for design and construction of a replacement bridge on Willeo Road over Willeo Creek.

Prior to this IGA being executed, it was necessary to revise cost estimates and some of the IGA language. Due to these revisions, it became necessary to amend the previously approved IGA.

On August 22, 2017, the Board amended the previously approved IGA with the City for engineering design and construction of the Willeo Road over Willeo Creek bridge replacement project. Per terms of the amended IGA, costs related to the engineering, utility relocation, and construction of the bridge replacement will be shared equally at 50 percent each. Both the County and the City will be individually responsible for costs of right-of-way acquisition within their respective jurisdictions. The County will be responsible for securing and overseeing all engineering and construction activities.

Prior to execution of this amended IGA, a change in State Law and mutually desired language clarifications resulted in the need for additional revisions to the amended IGA, to the extent it was no longer substantially similar to the amended IGA approved by the Board.

On September 25, 2018, the Board amended the previously approved IGA with the City for engineering design and construction of the Willeo Road over Willeo Creek bridge replacement project. This amended IGA included additional revisions resulting from the change in State Law and desired language clarifications.

The Invitation to Bid was advertised in the *Marietta Daily Journal* on September 25, 2020, and on October 2, 9, and 16, 2020. Bids were received on October 22, 2020, from the following companies:

<u>Company</u>	<u>Bid Amount</u>
Baldwin Paving Company, Inc.	\$2,301,264.95
E.R. Snell Contractor, Inc.	\$2,580,687.08
Georgia Bridge and Concrete, LLC	\$2,722,280.65
Tidwell Construction Company	\$2,768,164.62
C.W. Matthews Contracting Company, Inc.	\$2,898,935.15
CMES, Inc.	\$3,205,951.75

The low bid of \$2,301,264.95 from Baldwin Paving Company, Inc., was reviewed and found to be reasonable and responsive. The scheduled completion date for this project is 360 consecutive calendar days from issuance of the Notice to Proceed.

IMPACT STATEMENT

N/A

FUNDING

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

Transfer from:	347-050-X210-X210-8761-X2122-C	Preliminary Estimate	\$2,301,264.95
Transfer to:	347-050-X210-X210-8762-X2122-C	Turnkey Construction	\$2,301,264.95

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

Willeo Road over Willeo Creek is an eligible project under the Infrastructure Preservation – Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 11). County Bridges/Box Culverts improvements include the repair/rehabilitation of deficient bridges and box culverts to ensure structural integrity and operational safety. Specific locations have been determined from Georgia Department of Transportation and County inspections.

SPLOST Project Summary as of December 3, 2020:

Willeo Road over Willeo Creek	Budget:	\$3,120,584.48	Expended:	\$571,658.44
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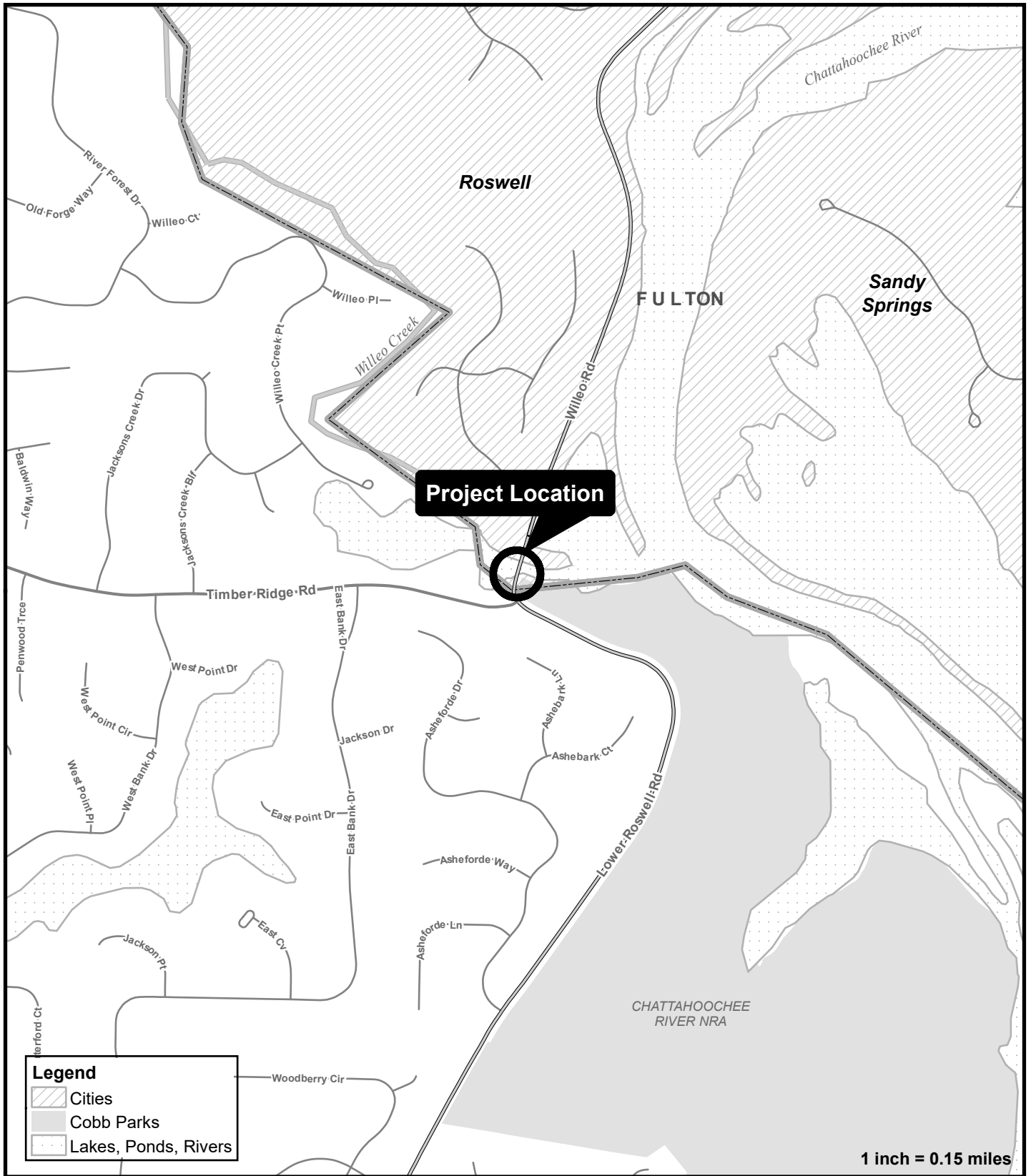
RECOMMENDATION

The Board of Commissioners approve a contract with Baldwin Paving Company, Inc., in an amount not to exceed \$2,301,264.95, for bridge replacement on Willeo Road over Willeo Creek, Project No. X2122, CCDOT Contract No. 001526; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

LOCATION MAP



Department of Transportation

PROJECT:
Willeo Road over Willeo Creek
Project No. X2122

DATE: December 15, 2020



Notes: Commission District 2



Transportation

Item No. 46.

Erica Parish, Agency Director

District 2

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To approve Change Order No. 1 (final) to the contract with CMES, Inc., for bridge replacement on Woodland Brook Drive over Gilmore Creek, Project No. X2120, CCDOT Contract No. 001126.

BACKGROUND

Woodland Brook Drive over Gilmore Creek (previously identified as Vinings Branch) is an approved project in the Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements Program.

The project consisted of a complete replacement of the deficient bridge, located on Woodland Brook Drive over Gilmore Creek, with a box culvert.

On January 28, 2020, the Board of Commissioners approved a contract with CMES, Inc., (CMES) for bridge replacement on Woodland Brook Drive over Gilmore Creek.

Details for action requested are as follows:

Construction is complete and Change Order No. 1 (final) to the contract with CMES, a savings to the project in the amount of \$210,967.30, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with CMES.

Original Contract	\$973,355.25
Change Order No. 1 (final)	<u>(\$210,967.30)</u>
Revised Contract	\$762,387.95

IMPACT STATEMENT

N/A

FUNDING

A savings to the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Decrease GAE 34701282030:	347-050-X210-X210-8762-X2120-C	Turnkey Construction	\$169,527.30
Transfer from:	347-050-X210-X210-8762-X2120-C	Turnkey Construction	\$169,527.30
Transfer to:	347-050-X210-X210-8761-X2120-C	Preliminary Estimate	\$169,527.30

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

Woodland Brook Drive over Gilmore Creek (previously identified as Vinings Branch) is an eligible project under the Infrastructure Preservation - Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 12). Woodland Brook Drive over Gilmore Creek (previously identified as Vinings Branch) improvements include the replacement of the deficient bridge with a box culvert.

SPLOST Project Summary as of December 3, 2020:

Woodland Brook Drive over Gilmore Creek Budget: \$1,255,450.00 Expended: \$1,015,307.88

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

Decrease GAE 51001282030:	510-500-5756-8260-W4395-C	Construction	\$41,440.00
Transfer from:	Woodland Brook over Gilmore Creek		
	510-500-5756-8260-W4395-C	Construction	\$41,440.00
	510-500-5756-8265-W4395-M	Materials and Supplies	\$ 5,000.00
	510-500-5756-8810-W4395-T	Contingency	<u>\$ 1,650.00</u>
		Total:	\$48,090.00
Transfer to:	DOT Projects – Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$48,090.00

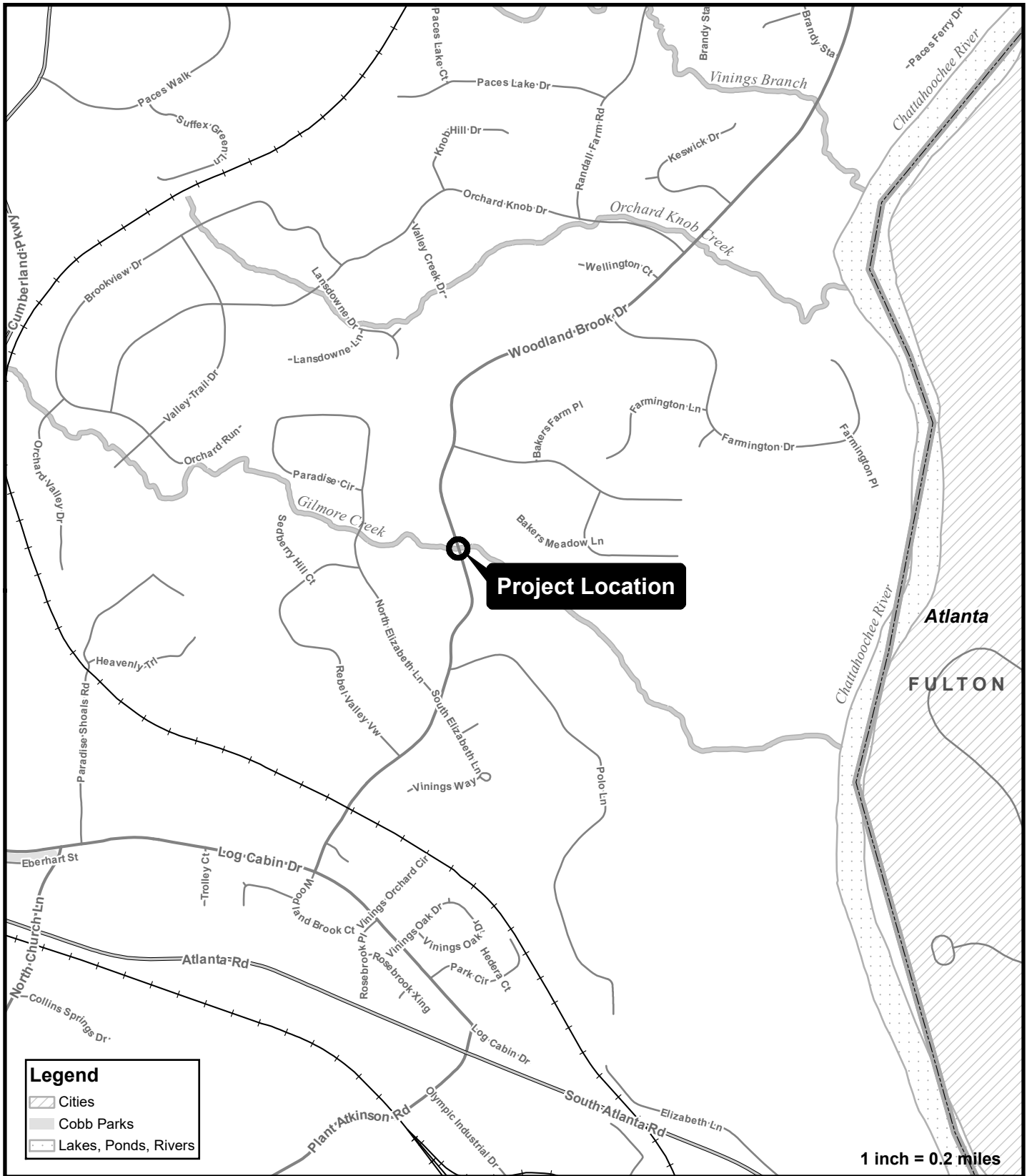
RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the contract with CMES, Inc., a savings to the project in the amount of \$210,967.30, for bridge replacement on Woodland Brook Drive over Gilmore Creek, Project No. X2120, CCDOT Contract No. 001126; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

LOCATION MAP



Legend

- Cities
- Cobb Parks
- Lakes, Ponds, Rivers

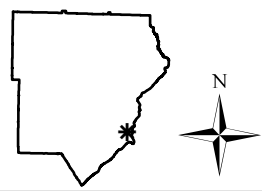
1 inch = 0.2 miles



Department of Transportation

PROJECT:
Woodland Brook Drive over Gilmore Creek
Project No. X2120

DATE: December 15, 2020



Notes: Commission District 2



Transportation

Erica Parish, Agency Director

Districts All

Item No. 47.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To adopt a resolution authorizing the submission of a Local Maintenance and Improvement Grant Program application for FY21 to the Georgia Department of Transportation for the resurfacing of County-maintained roads, Project No. X2915.

BACKGROUND

The Department routinely rates the condition of roadway pavement for resurfacing as a part of the County's pavement management program. The rating results of roads which are recommended for resurfacing are submitted to the Georgia Department of Transportation (GDOT) for funding assistance through the Local Maintenance and Improvement Grant (LMIG) Program.

In order to receive LMIG funding, the County is required to complete an application that includes a proposed project list containing the road name, length, terminus, type of work, and total project cost.

The Department is in receipt of the required LMIG Program application. Per terms of the program, the County's FY21 LMIG formula funding totals a maximum amount of \$5,335,322.75. A 30 percent minimum local match is required in accordance with the stipulations of the Transportation Investment Act. The estimated total project cost is \$7,655,867.00, which will require an estimated local match of \$2,320,544.25. This amount fulfills the 30 percent minimum local match requirement. Local match funding is available in the Resurfacing Component of the 2016 SPLOST Transportation Improvements Program Fund budget.

IMPACT STATEMENT

N/A

FUNDING

Appropriate receipt of additional revenue to the 2016 SPLOST Transportation Improvements Program Fund from the GDOT LMIG Program, as follows:

Increase Revenue:	347-050-X290-X290-4466-X2915-C	GDOT Revenue	\$5,335,322.75
Increase Expenditure:	347-050-X290-X290-8761-X2915-C	Preliminary Estimate	\$5,335,322.75

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

Resurfacing 2021-1 Countywide Major Thoroughfares (LMIG) is an eligible project/program under the Infrastructure Preservation - Resurfacing Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 8). Resurfacing includes milling, patching, leveling and resurfacing of various roadways throughout the County.

SPLOST Project Summary as of December 3, 2020:

Resurfacing 2021-1 Thoroughfares - LMIG	Budget: \$519,044.08	Expended: \$63.25
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RECOMMENDATION

The Board of Commissioners adopt a resolution authorizing the submission of a Local Maintenance and Improvement Grant (LMIG) Program application for FY21 to the Georgia Department of Transportation (GDOT) for the resurfacing of County-maintained roads, Project No. X2915; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. FY21 LMIG Resolution
2. FY21 LMIG Application Project List

RESOLUTION

WHEREAS, it continues to be the desire of Cobb County to support the preservation of County infrastructure; and

WHEREAS, the Georgia Department of Transportation (GDOT) has been delegated authority to award State financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for State financial assistance 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 has provided or will provide all annual certifications and assurances to the GDOT required for the project.

NOW, THEREFORE, BE IT RESOLVED that the Cobb County Board of Commissioners authorize the filing of a grant application with the GDOT, in an amount not to exceed **\$5,335,322.75**; and

1. That the Chairman of the Cobb County Board of Commissioners, or his designee, is authorized to execute and file an application with the GDOT for State assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other State statutes authorizing a project administered by the GDOT, on behalf of Cobb County.
2. That the Chairman of the Cobb County Board of Commissioners is authorized to execute and file with its application the annual certifications, assurances, and other documents the GDOT requires before awarding a State assistance grant or cooperative agreement.
3. That the Chairman of the Cobb County Board of Commissioners is authorized to execute grant and cooperative agreements with the GDOT, on behalf of Cobb County.

CERTIFICATION

The undersigned duly qualified Chairman of the Cobb County Board of Commissioners, acting on behalf of the Cobb County Board of Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Cobb County Board of Commissioners held on December 15, 2020.

This _____ day of _____, 2020

Attest:

Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Clerk
Cobb County Board of Commissioners

FY21 LMIG Application Project List
Cobb County, GA

NO.	ROAD NAME	BEGIN	END	COMM DIST.	LENGTH (miles)	TYPE OF WORK	ESTIMATED COST
1	Kemp Ridge Road	Mars Hill Road	Lake Acworth Drive	1	0.49	Mill, Patch, Resurface	\$ 133,334.00
2	Fords Road	County Line Road	Mars Hill Road	1	1.00	Mill, Patch, Resurface	\$ 271,365.00
3	Mars Hill Road	Stilesboro Road	North Cobb Parkway	1	3.68	Mill, Patch, Resurface	\$ 621,326.00
4	Lost Mountain Road	Macland Road	Midway Road/Mirror Lake Drive	1	1.54	Mill, Patch, Resurface	\$ 391,250.00
5	Irwin Road	Villa Rica Road	John Ward Road	1	1.14	Mill, Patch, Resurface	\$ 290,074.00
6	Old Mountain Road	Due West Road	Burnt Hickory Road	1	0.86	Mill, Patch, Resurface	\$ 218,210.00
7	Ridge Road	South Cobb Drive	Atlanta Road	2	0.49	Mill, Patch, Resurface	\$ 129,699.00
8	Woodland Brook Drive	Log Cabin Drive	Paces Ferry Road	2	1.92	Mill, Patch, Resurface	\$ 504,283.00
9	Johnson Ferry Road	Shallowford Road	Post Oak Tritt Road	2	0.91	Mill, Patch, Resurface	\$ 518,863.00
10	Mabry Road	Shallowford Road	Alabama Road	2	2.64	Mill, Patch, Resurface	\$ 753,399.00
11	North Hembree Road	Hembree Road	Shallowford Road	2, 3	0.47	Mill, Patch, Resurface	\$ 162,275.00
12	Old Mountain Park Road	Alabama Road	Fulton County Line	3	0.47	Mill, Patch, Resurface	\$ 119,278.00
13	East Piedmont Road	Sandy Plains Road	Allgood Road	3	2.08	Mill, Patch, Resurface	\$1,143,808.00
14	Maybreeze Road	Ebenezer Road	Shallowford Road	3	0.66	Mill, Patch, Resurface	\$ 168,086.00
15	Trickum Road	Sandy Plains Road	Shallowford Road	3	1.14	Mill, Patch, Resurface	\$ 314,778.00
16	Angham Road	Paulding County Line	Powder Springs Dallas Road	4	0.78	Mill, Patch, Resurface	\$ 217,944.00
17	Ernest Barrett Parkway	Powder Springs Road	Macland Road	4	2.56	Mill, Patch, Resurface	\$1,422,966.00
18	Harris Road	Hurt Road	Smyrna Powder Springs Road	4	0.99	Mill, Patch, Resurface	\$ 274,929.00
ESTIMATED TOTALS:							\$7,655,867.00



Transportation

Erica Parish, Agency Director

Districts All

Item No. 48.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To approve the revised budget and current schedule for the 2005 Transportation Improvements Program, funded primarily by the 2005 Special Purpose Local Option Sales Tax.

BACKGROUND

The 2005 Special Purpose Local Option Sales Tax (SPLOST) Transportation Improvements Program (TIP) was adopted by the Board of Commissioners on June 14, 2005, and approved by the voters of Cobb County on September 20, 2005.

On January 10, 2006, the Board adopted the initial budget for the 2005 SPLOST TIP and the initial project schedule was adopted on February 14, 2006. On March 13, 2007, August 14, 2007, February 12, 2008, March 10, 2009, August 25, 2009, February 23, 2010, October 26, 2010, June 14, 2011, July 24, 2012, July 9, 2013, August 12, 2014, June 9, 2015, November 8, 2016, February 13, 2018, and December 16, 2019, the Board approved adjustments to the 2005 SPLOST TIP budget and schedule. On August 26, 2008, the Board approved adjustments to the 2005 SPLOST TIP budget only.

The proposed revised budget for the 2005 SPLOST TIP includes all projects approved at the inception of the program, all previous Board approved/new budget transfers and adjustments to various projects, and is funded primarily with 2005 SPLOST revenues and interest. Other revenue sources in the proposed budget include the Georgia Department of Transportation, the Cumberland Community Improvement District, the Town Center Community Improvement District, and miscellaneous revenues.

Currently, there are 8 active projects at various stages of completion as a result of prior deferrals and outstanding right-of-way expenses that are being negotiated. Remaining program funding of approximately \$7.4 million is designated toward activities required to close out these projects. Required close-out activities include both current and future construction and right-of-way condemnations/settlements. The Department will brief the SPLOST Citizens Oversight Committee on the revised 2005 SPLOST TIP budget and schedule during their meeting to be held on January 21, 2021.

IMPACT STATEMENT

N/A

FUNDING

Available in the 2005 SPLOST Transportation Improvements Program Fund, per adjustments shown in the 2005 SPLOST Transportation Improvements Program Budget and Schedule provided under separate cover.

RECOMMENDATION

The Board of Commissioners approve the revised budget and current schedule for the 2005 Transportation Improvements Program, funded primarily by the 2005 Special Purpose Local Option Sales Tax (SPLOST); and authorize the corresponding budget transactions, per the 2005 SPLOST Transportation Improvements Program Budget and Schedule provided under separate cover.

UNDER SEPARATE COVER

2005 SPLOST Transportation Improvements Program Budget and Schedule

ATTACHMENTS

None



Transportation

Erica Parish, Agency Director

Districts All

Item No. 49.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To approve the revised budget and current schedule for the 2011 Transportation Improvements Program, funded primarily by the 2011 Special Purpose Local Option Sales Tax.

BACKGROUND

The 2011 Special Purpose Local Option Sales Tax (SPLOST) Transportation Improvements Program (TIP) was adopted by the Board of Commissioners on December 14, 2010, and approved by the voters of Cobb County on March 15, 2011.

On December 6, 2011, the Board adopted the initial budget and schedule for the 2011 SPLOST TIP. On July 24, 2012, October 22, 2013, October 14, 2014, February 23, 2016, December 13, 2016, April 10, 2018, and November 12, 2019, the Board approved adjustments to the 2011 SPLOST TIP budget and schedule.

The proposed revised budget for the 2011 SPLOST TIP includes all projects approved at the inception of the program, all previous Board approved/new budget transfers and adjustments to various projects, and is funded primarily with 2011 SPLOST revenues and interest. Other revenue sources in the proposed budget include the Georgia Department of Transportation, the Cumberland Community Improvement District, the Town Center Community Improvement District, and miscellaneous revenues.

Currently, there are 20 active projects at various stages of completion and outstanding right-of-way/disputed utility relocation expenses that are being negotiated. Remaining program funding of approximately \$21 million is designated toward activities required to close out these projects. Required close-out activities include both current and future construction and right-of-way condemnations/settlements, and utility relocation agreements. The Department will brief the SPLOST Citizens Oversight Committee on the revised 2011 SPLOST TIP budget and schedule during their meeting to be held on January 21, 2021.

IMPACT STATEMENT

N/A

FUNDING

Available in the 2011 SPLOST Transportation Improvements Program Fund, per adjustments shown in the 2011 SPLOST Transportation Improvements Program Budget and Schedule provided under separate cover.

RECOMMENDATION

The Board of Commissioners approve the revised budget and current schedule for the 2011 Transportation Improvements Program, funded primarily by the 2011 Special Purpose Local Option Sales Tax (SPLOST); and authorize the corresponding budget transactions, per the 2011 SPLOST Transportation Improvements Program Budget and Schedule provided under separate cover.

UNDER SEPARATE COVER

2011 SPLOST Transportation Improvements Program Budget and Schedule

ATTACHMENTS

None



Transportation

Erica Parish, Agency Director

District 4

Item No. 50.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To approve Change Order No. 2 to the contract with Baldwin Paving Company, Inc., for intersection improvements on Factory Shoals Road at Riverside Parkway, Project No. X2306, CCDOT Contract No. 001296.

BACKGROUND

Factory Shoals Road at Riverside Parkway (previously known as Six Flags Drive) is an approved project in the Intersection Improvements Component of the 2016 SPLOST Transportation Improvements Program.

The project includes installation of a new traffic signal, pedestrian improvements, and the addition of a right turn lane.

On October 8, 2019, the Board of Commissioners approved a contract with Baldwin Paving Company, Inc. (Baldwin), for intersection improvements on Factory Shoals Road at Riverside Parkway.

On August 25, 2020, the Board approved Change Order No. 1 to the contract with Baldwin, a no-cost time extension through December 28, 2020, for intersection improvements on Factory Shoals Road at Riverside Parkway. The contract time extension was necessary due to construction delays resulting from the COVID-19 pandemic. During this national crisis, the utility company working on this project shut down field operations.

Details for action requested are as follows:

Construction activity has been further impacted due to a required change to the size of the sliding gate utilized to secure the Cobb County-Marietta Water Authority property located within the construction limits. Field conditions resulted in the need to increase the gate size from 16 feet wide to 24 feet wide, which delayed removal and relocation of the existing fencing. Utility relocation was then delayed pending the relocation of the fencing. Due to the required gate revision, material lead times, and associated utility delays, Baldwin has requested a contract time extension to complete the work.

Change Order No. 2 to the contract with Baldwin, a no-cost time extension revising the contract completion date from December 28, 2020 to April 30, 2021, is requested to allow for completion of the contracted work.

Original Contract	\$785,765.84
Change Order No. 1	\$ 0.00
Change Order No. 2	<u>\$ 0.00</u>
Revised Contract	\$785,765.84

IMPACT STATEMENT

N/A

FUNDING

N/A

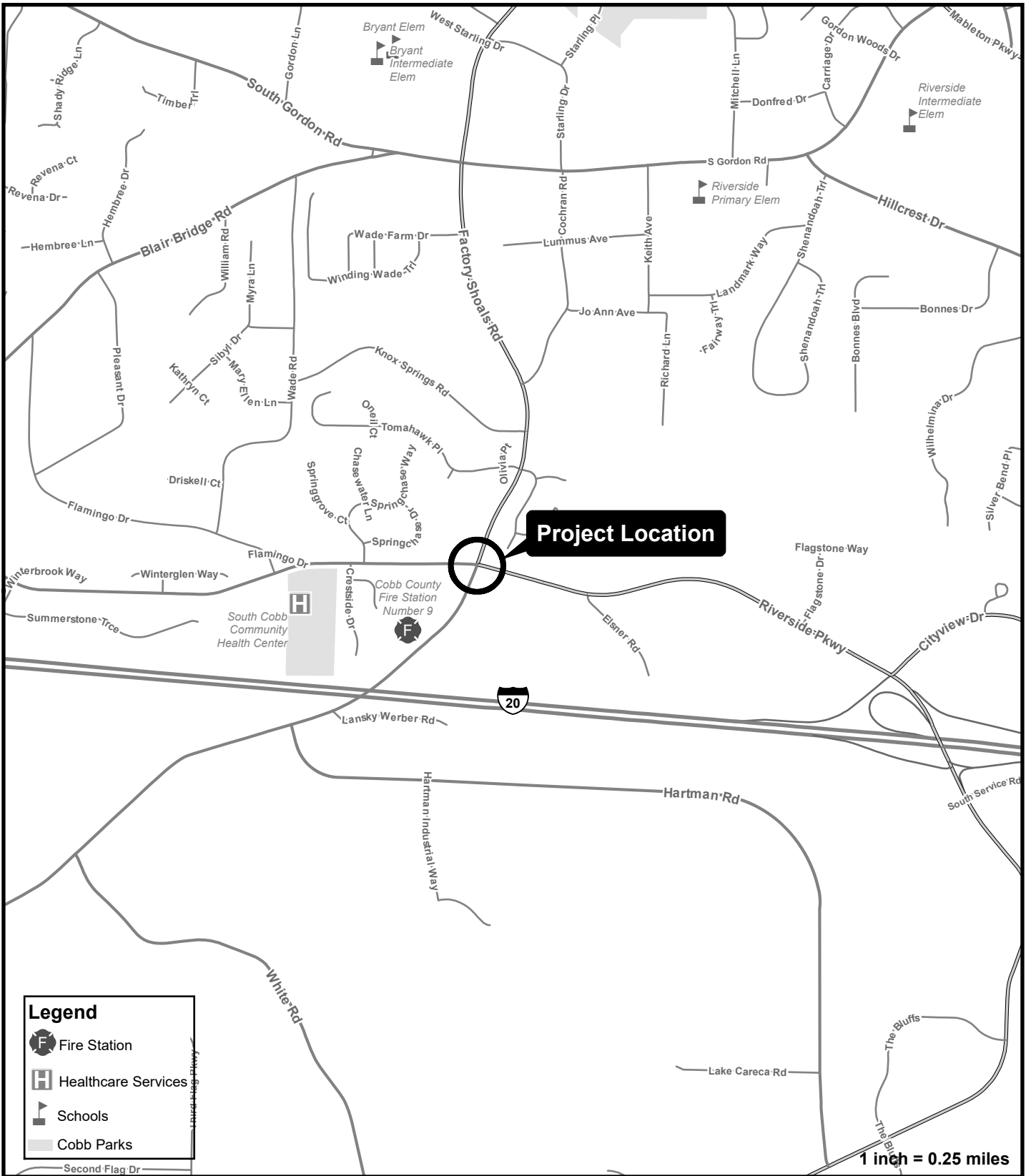
RECOMMENDATION

The Board of Commissioners approve Change Order No. 2 to the contract with Baldwin Paving Company, Inc., a no-cost time extension through April 30, 2021, for intersection improvements on Factory Shoals Road at Riverside Parkway, Project No. X2306, CCDOT Contract No. 001296; and authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

LOCATION MAP



Legend

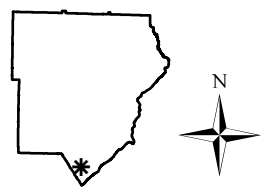
- Fire Station
- Healthcare Services
- Schools
- Cobb Parks



Department of Transportation

PROJECT:
Factory Shoals Road at Riverside Parkway
Project No. X2306

DATE: December 15, 2020



Notes: Commission District 4



Transportation

Erica Parish, Agency Director

District 1

Item No. 51.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To approve a contract with Chatfield Contracting, Inc., for drainage system repairs on Hilltop Drive, Project No. X2277, CCDOT Contract No. 001598.

BACKGROUND

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

Hilltop Drive is classified as a Local Street in the Cobb County Major Thoroughfare Plan. The project consists of replacement of a 36-inch storm drain crossing in the vicinity of 4770 Hilltop Drive. Also included are construction of new headwalls, shoulder repairs, and installation of sod.

On February 13, 2018, the Board of Commissioners approved the 2018 Countywide Unit Price Contracts. In an effort to ensure the most competitive pricing possible, current Unit Price Contractors were given the opportunity to offer modified unit price bids for this project, reflecting current market conditions.

Bids were received on November 17, 2020, from the following companies:

<u>Company</u>	<u>Bid Amount</u>
Chatfield Contracting, Inc.	\$201,487.50
D & H Construction Company, Inc.	\$245,300.25
Excellere Construction, LLC	\$269,350.00
Butch Thompson Enterprises, Inc.	\$399,982.50

The low bid of \$201,487.50 received from Chatfield Contracting, Inc., was reviewed and found to be reasonable and responsive. Bid tabulation consists of \$168,527.50 in roadway costs and \$32,960.00 in Water System costs. The completion date for this project is 30 consecutive calendar days from issuance of the Notice to Proceed.

IMPACT STATEMENT

N/A

FUNDING

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

Transfer from:	347-050-X220-X220-8761-X2277-C	Preliminary Estimate	\$168,527.50
Transfer to:	347-050-X220-X220-8762-X2277-C	Turnkey Construction	\$168,527.50

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

Hilltop Drive is an eligible project/program under the Infrastructure Preservation - Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

SPLOST Project Summary as of December 3, 2020:

Hilltop Drive Drainage	Budget:	\$169,000.00	Expended:	\$0.00
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Available in the Water System DOT Projects – Relocate Lines Adopted CIP Budget, with the following budget transfers:

Transfer from:	DOT Projects – Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$34,620.00
Transfer to:	Hilltop Drive - Drainage Improvements		
	510-500-5756-8260-W4430-C	Construction	\$32,960.00
	510-500-5756-8265-W4430-M	Materials & Supplies	\$ 1,000.00
	510-500-5756-8810-W4430-T	Contingency	<u>\$ 660.00</u>
		Total:	\$34,620.00

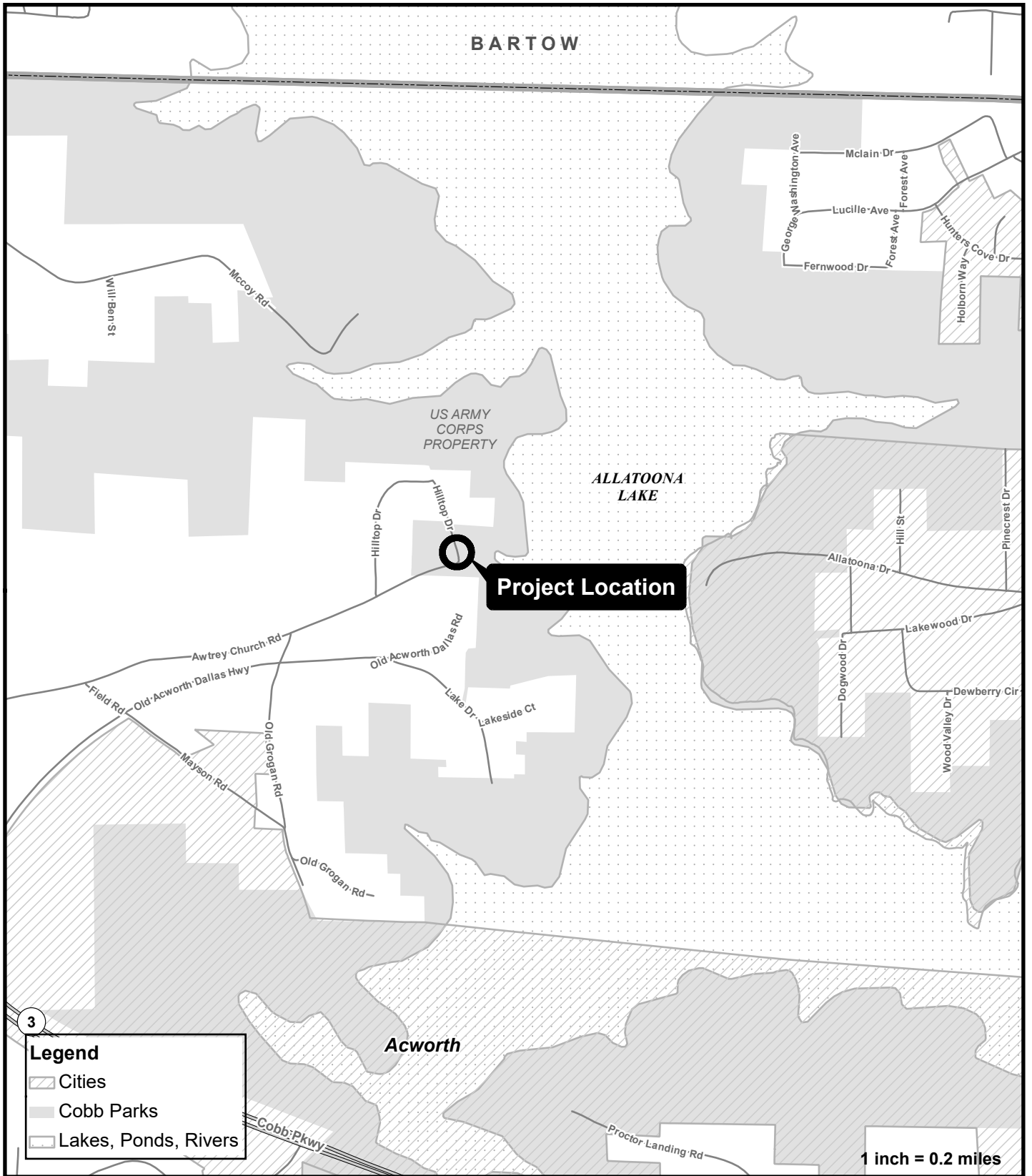
RECOMMENDATION

The Board of Commissioners approve a contract with Chatfield Contracting, Inc., in an amount not to exceed \$201,487.50, for drainage system repairs on Hilltop Drive, Project No. X2277, CCDOT Contract No. 001598; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

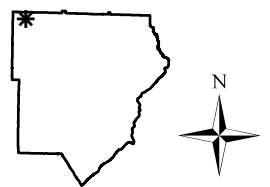
LOCATION MAP



Department of Transportation

PROJECT:
Hilltop Drive Drainage
Project No. X2277

DATE: December 8, 2020



Notes: Commission District 1



Transportation

Erica Parish, Agency Director

District 2

Item No. 52.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To approve a contract with Excellere Construction, LLC for demolition of Pilot Travel Center located at 4600 Atlanta Road, Project No. D4100, CCDOT Contract No. 001597.

BACKGROUND

I-285/Atlanta Road Interchange was an approved project in the 2005 SPLOST Transportation Improvements Program. It was also an approved project in the Atlanta Regional Commission (ARC) PLAN 2040 Regional Transportation Plan, designated as State Project No. STP00-0222-01(001), State P.I. No. 752300, and ARC Project No. CO-AR-070.

On August 13, 2013, the Board of Commissioners determined that circumstances were such that it was necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et seq., and authorized the commencement of condemnation proceedings on six parcels on I-285/Atlanta Road Interchange. Through condemnation of Parcel 15, one of the six parcels that were condemned, the County acquired access rights to the property located at 4600 Atlanta Road, Smyrna, Georgia. After condemnation of Parcel 15, approximately 3.7 acres of property owned by Pilot Travel Centers, LLC remained. The Pilot Travel Center at this location was closed for business in late 2014.

On June 23, 2020, the Board approved a Settlement and Donation Agreement with Pilot Travel Centers, LLC for the remaining property they owned.

All structures on this property now owned by Cobb County have been assessed and found to be in very poor condition, and trespassing has become an issue; therefore, the Department recommends retaining a unit price contractor for demolition and removal of all structures on this property.

On February 13, 2018, the Board approved the 2018 Countywide Unit Price Contracts. In an effort to ensure the most competitive pricing possible, current Unit Price Contractors were given the opportunity to offer modified unit price bids for this project, reflecting current market conditions.

Bids were received on November 16, 2020, from the following companies:

<u>Company</u>	<u>Bid Amount</u>
Excellere Construction, LLC	\$ 73,950.00
W.E. Contracting Company, Inc.	\$152,007.50
D&H Construction Company, Inc.	\$162,766.00

The low bid of \$73,950.00 from Excellere Construction, LLC was reviewed and found to be reasonable and responsive. The completion date for this project is 30 consecutive calendar days from the issuance of the Notice to Proceed.

IMPACT STATEMENT

N/A

FUNDING

Available in the 2005 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	340-050-7504-D410-8761-D4100-C	Preliminary Estimate	\$73,950.00
Transfer to:	340-050-7504-D410-8751-D4100-R	Structure Removal	\$73,950.00

The 2005 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on June 14, 2005, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Thoroughfare Improvements.

I-285/Atlanta Road Interchange is an eligible project/program under the Congestion Relief and Mobility Improvements – Thoroughfare Improvements Component of the 2005 SPLOST Transportation Improvements (Cobb County 2005 SPLOST, pp. 1, 8). I-285/Atlanta Road Interchange improvements included upgrade of the interchange.

SPLOST Project Summary as of December 3, 2020:

I-285/Atlanta Road (CO-AR-070)	Budget:	\$17,439,402.89	Expended:	\$17,328,164.97
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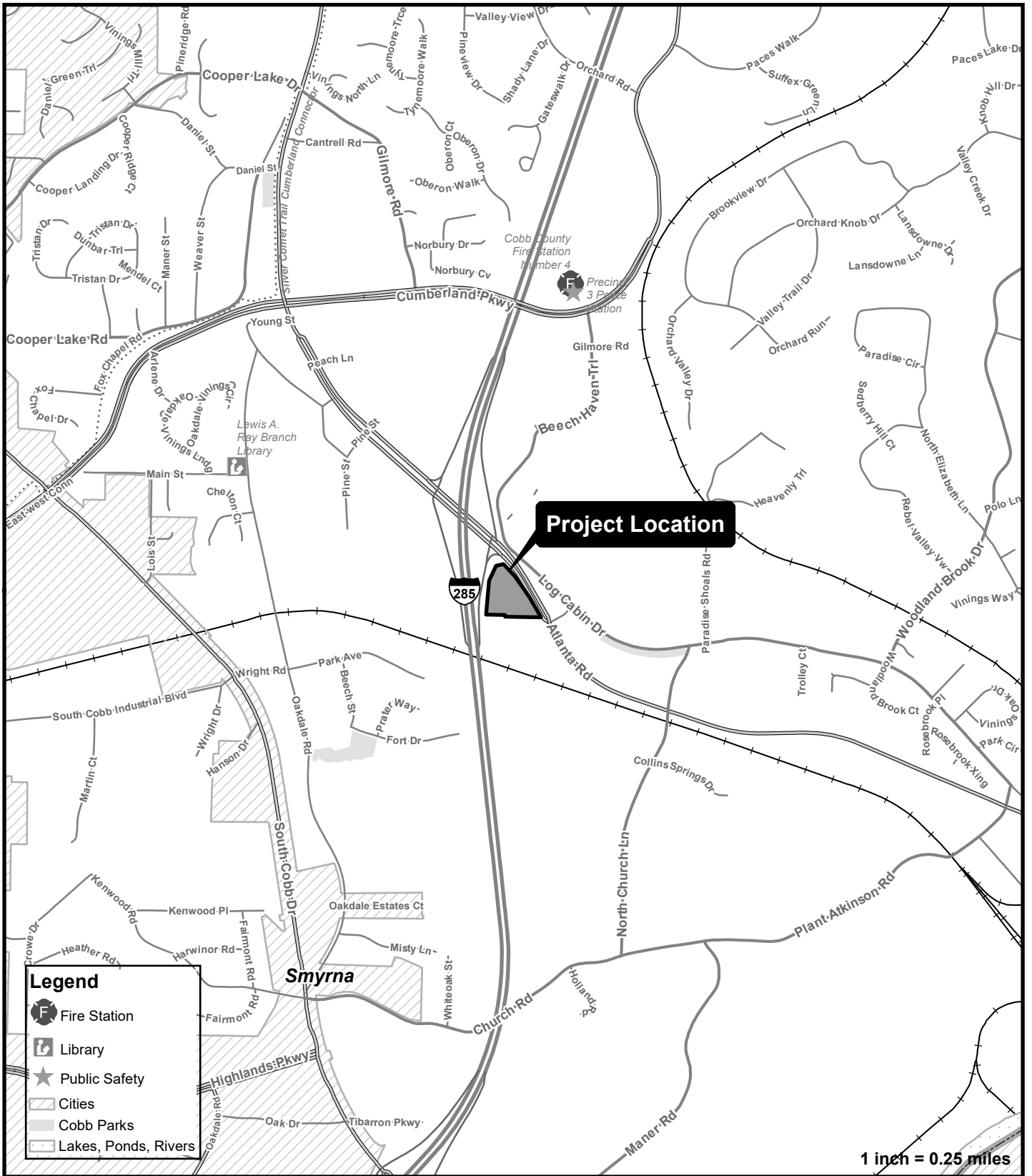
RECOMMENDATION

The Board of Commissioners approve a contract with Excellere Construction, LLC, in an amount not to exceed \$73,950.00, for demolition of Pilot Travel Center located at 4600 Atlanta Road, Project No. D4100, CCDOT Contract No. 001597; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

LOCATION MAP



Legend

- Fire Station
- Library
- Public Safety
- Cities
- Cobb Parks
- Lakes, Ponds, Rivers

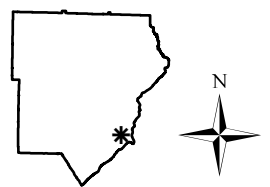
1 inch = 0.25 miles



Department of Transportation

PROJECT:
Pilot Travel Center Demolition
Project No. D4100

DATE: December 15, 2020



Notes: Commission District 2



Transportation

Erica Parish, Agency Director

Districts 2, 3

Item No. 53.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Erica Parish, Agency Director

DATE: December 15, 2020

PURPOSE

To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A §32-3-4, et. seq., on one parcel on Old Canton Road at Holly Springs Road, Project No. X2310.

BACKGROUND

Old Canton Road at Holly Springs Road is an approved project in the Intersection Improvements Component of the 2016 SPLOST Transportation Improvements Program (TIP).

The project consists of roadway and pedestrian improvements at the intersection of Holly Springs Road and Old Canton Road. Improvements will include safety and operational improvements such as pedestrian refuge islands, guardrail, signage, and striping.

An additional easement is needed to construct this project. Right-of-way funding for this project is available in the 2016 SPLOST TIP Fund approved budget.

Negotiations with the property owner are ongoing; however, in order to ensure project deadlines are met, the Department is requesting condemnation approval by the Board of Commissioners in the event negotiations are unsuccessful, and the Land Acquisition Review Committee, consisting of the Department's Development Services, Right-of-Way and Construction staff, and the County's Legal personnel, recommend condemnation actions be filed.

Under appropriate circumstances, as are more fully set forth under the provisions of O.C.G.A. §32-3-4, the County is authorized to acquire real property interests by the Declaration of Taking method for reasons including, but not limited to, a desire for judicial ascertainment of all issues pertaining to the acquisition.

IMPACT STATEMENT

N/A

FUNDING

N/A

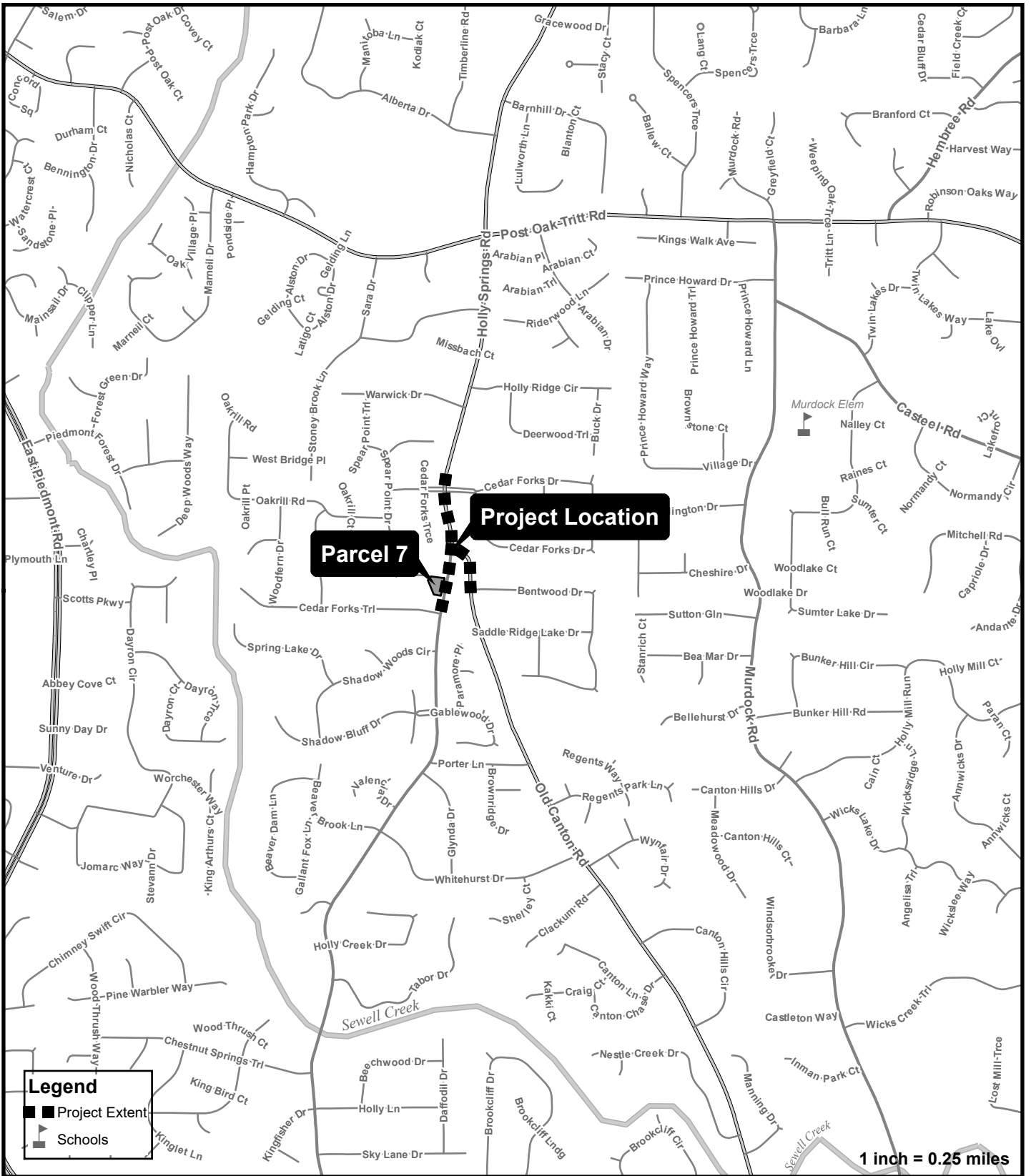
RECOMMENDATION

The Board of Commissioners determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq.; authorize the commencement of condemnation proceedings on one parcel on Old Canton Road at Holly Springs Road, Project No. X2310; adopt a Resolution and Order in form substantially similar to the attached and as approved by the County Attorney's Office; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map
2. Resolution and Attachment 1 for Parcel 7

LOCATION MAP



Legend

- Project Extent
- ▲ Schools

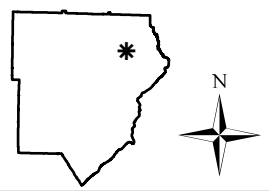
1 inch = 0.25 miles



Department of Transportation

PROJECT:
Old Canton Road at Holly Springs Road
Project No. X2310

DATE: December 15, 2020



Notes: Commission Districts 2, 3

APPENDIX “A” TO EXHIBIT “A”

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 202.50 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, BEING PROJECT PARCEL NO. 7, TAX PARCEL NO. 16069700600, 16th DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Samuel L. Bean, being project parcel no. 7, tax parcel no. 16069700600, 16th District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Samuel L. Bean, being project parcel no. 7, tax parcel no. 16069700600, 16th District, Second Section of Cobb County, Georgia pursuant to Project No. X2310 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS ____ DAY OF _____, 2020.

COBB COUNTY BOARD OF COMMISSIONERS

By: _____
Michael H. Boyce, Chairman

ATTEST:

County Clerk, Cobb County Board of Commissioners

(SEAL)

ATTACHMENT 1

PROJECT NAME:	Old Canton Road at Holly Springs Road Intersection Improvements
PROJECT NUMBER:	X2310
PARCEL NUMBER:	7
PROPERTY OWNER:	Samuel L. Bean 721 Winding River Way Woodstock, GA 30188
TAX PARCEL I.D. NUMBER :	16069700600
ACQUISITION:	
Temporary Construction Easement:	202.50 square feet (0.01% of total tract)
APPROXIMATE REMAINING PROPERTY:	.5 Acres
LOCATION OF STRUCTURE:	More than 35 feet
CONTACTS:	
First:	August 19, 2020
Last:	December 10, 2020
ACQUISITION AGENT:	Sue Edelson
ZONING:	Residential
HIGHEST & BEST USE:	Residential
MISCELLANEOUS:	Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing.

*December 15, 2020



Fire and Emergency Services

Item No. 54.

Bill Johnson, Fire Chief

Districts All

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Bill Johnson, Fire Chief
Randy Crider, Agency Director

DATE: December 15, 2020

PURPOSE

To authorize the transfer of Undesignated Contingency funds within the Fire Fund to the FY2021 Operating budget.

BACKGROUND

On October 13, 2020, the Board of Commissioners approved the transfer of \$2,014,090.05 within the Fire Fund to reimburse a portion of public safety payroll expenditures incurred between October 1, 2020 to December 26, 2020. These funds were added to the Fire Fund's Undesignated Contingency within the FY2021 Budget. Use of this funding requires further Board approval.

There are several projects and expenditures that require funding beyond the adopted FY2021 Fire Fund budget levels. We request authorization to utilize \$299,200.00 of the FY2021 Undesignated Contingency as follows:

1. Personal Protective gear need for an added recruit class in FY2021 - \$100,000.00
2. Expired Med Ops Tactical ballistic protection gear that must be replaced for 12 employees at \$6,000.00 each - \$72,000.00
3. Paramedic school reimbursement for 14 employees at \$6,000.00 each - \$84,000.00
4. EMS Licenses & Fees to certify Med Ops team members, required once every 4 years, for 18 members at \$300.00 each, as well as EMS license renewals, required every 2 years, for 504 employees at \$75.00 each - \$43,200.00

IMPACT STATEMENT

Use of undesignated contingency currently in the Fire Fund's FY2021 budget does not have any ongoing impact by the current fiscal year and will offset projected shortfalls in the Adopted FY2021 budget.

FUNDING

Funding is available with the following transactions:

Decrease Expenditure:	230-130-1000-8820	(Undesignated Contingency)	\$299,200.00
Increase Expenditure:	230-130-1000-6256	(Personal Protective Equipment)	\$172,000.00
Increase Expenditure:	230-130-1000-6356	Paramedics Licenses & Fees)	\$ 84,000.00
Increase Expenditure:	230-130-1000-6353	(EMS Licenses& Fees)	\$ 43,200.00

RECOMMENDATION

The Board of Commissioners authorize the transfer of Undesignated Contingency funds, in the amount of \$299,200.00, within the Fire Fund, to the FY2021 Operating budget; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 55.

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: William Volckmann, Director/Comptroller

DATE: December 15, 2020

PURPOSE

To approve various recommended Capital and Accountable Equipment funding requests and authorize the appropriation of approved funding into FY2021 budgets.

BACKGROUND

There are a variety of FY2020 unappropriated revenues and unspent funds which departments are allowed to request be reserved for specific purposes and appropriated into their FY2021 budgets. The departments were given the opportunity to request funding for the specific purpose of replacement or maintenance of capital or accountable equipment.

The Finance Department and County Manager reviewed all the submitted requests to determine if they qualify for consideration based on one or more of the following:

1. Funding is for the replacement or maintenance of existing equipment that is failing or has outlived its useful life.
2. Funding is necessary to comply with mandated or necessary law, code, or ordinance.
3. Expenditures are necessary and will result in a departmental deficit if funding is not appropriated to accommodate in the FY2021 budgets.

Departments are responsible for the requests and justifications submitted herein. Spending of appropriated funds in accordance with BOC directives or other legal authority is the sole responsibility of the department that receives the funds.

The details of the departmental recommended, requested funding into FY2021 are on the attachments and summarized below:

General Fund - Recommended:	\$9,028,000.00
Fire Fund - Recommended:	\$ 853,387.00

IMPACT STATEMENT

This action has no long-term impact beyond the appropriation of prior year funds into the current fiscal year budgets.

FUNDING

Increase Revenue:	010-014-0140-4980 (Fund Balance Appropriation)	\$9,028,000.00
Increase Expenditure:	010-050-0750-8486 (Traffic Control Equipment)	\$ 50,000.00
	010-050-0781-8605 (Autos, Vans, Trucks)	\$ 378,000.00
	010-060-1650-8605 (Autos, Vans, Trucks)	\$5,000,000.00
	010-110-3640-8435 (HVAC Equipment)	\$ 500,000.00
	010-110-3640-8111 (Roof Replacements)	\$ 300,000.00
	010-110-3640-8135 (Other Capital - Bldg. & Structures)	\$ 100,000.00
	010-110-3640-8110 (Renovation of Bldg. & Structures)	\$ 300,000.00
	010-110-3640-6594 (Interfund Expense)	\$1,650,000.00
	010-110-3640-6594 (Interfund Expense)	\$ 450,000.00
	010-110-3640-8110 (Renovation of Bldg. & Structures)	\$ 300,000.00
Increase Revenue:	380-110-4722-4960 (Interfund Revenue)	\$1,650,000.00
Increase Expenditure:	380-110-4722-8005 (Preliminary Estimates)	\$1,650,000.00
Increase Revenue:	380-110-4723-4960 (Interfund Revenue)	\$ 450,000.00
	380-110-4723-8110 (Renovation of Bldgs. & Structures)	\$ 450,000.00
Increase Revenue:	230-130-1000-4980 (Fund Balance Appropriation)	\$ 853,387.00
Increase Expenditure:	230-130-1000-8676 (Professional Services - Capital)	\$ 68,387.00
	230-130-1000-8610 (Specially-Equipped Vehicles)	\$ 700,000.00
	230-130-1000-8610 (Specially-Equipped Vehicles)	\$ 85,000.00

RECOMMENDATION

The Board of Commissioners approve various recommended Capital and Accountable Equipment funding requests; authorize the appropriation of approved funding into FY2021 budgets; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. FY21 Prioritized Capital Requests 12-15-2020

Dept	Account	Requested	Description
DOT	010-050-0750-8486 (Traffic Control Equipment)	\$50,000.00	Routine replacement of equipment (Traffic Ops)
DOT	010-050-0781-8605 (Autos, Vans, Trucks & Motorcycles)	\$378,000.00	Routine replacement of equipment (road Maintenance)
Fleet	010-060-1650-8605 (Autos, Vans, Trucks & Motorcycles)	\$5,000,000.00	Continued vehicle replacement following CRS
Property	010-110-3640-8435 (Heating, Ventilation, & Air-Conditioning Equipment)	\$500,000.00	HVAC Replacements
Property	010-110-3640-8111 (Roofing Installations - Bldgs & Structures)	\$300,000.00	Roof Replacements
Property	010-110-3640-8135 (Other Capital Expenditures - Bldgs & Structures)	\$100,000.00	Generator/Elevator Replacements
Property	010-110-3640-8110 (Renovations of Bldgs & Structures)	\$300,000.00	General Repurpose/Restoration of Spaces
Property	010-110-3640-8005 (Preliminary Estimates)	\$1,650,000.00	Mansour Center Renovation & Network Improvements
Property	010-110-3640-8110 (Renovations of Bldgs & Structures)	\$450,000.00	Renovation to move records into old Election Warehouse
Property	010-110-3640-8110 (Renovations of Bldgs & Structures)	\$300,000.00	Tim Lee Senior Center Repairs / Renovations
Total General Fund		\$9,028,000.00	
Fire	230-130-1000-8676 (Professional Services - Capital)	\$68,387.00	Image Trend Software Annual Maintenance
Fire	230-130-1000-8610 (Specially-Equipped Vehicles)	\$700,000.00	Fire Engine
Fire	230-130-1000-8610 (Specially-Equipped Vehicles)	\$85,000.00	1 Rescue Truck
Total Fire Fund		\$853,387.00	
*These projects will span more than one fiscal year and will be managed in Fund 380 with the associated interfund transfers.			



Finance

Item No. 56.

William Volckmann, Director/Comptroller

Districts All

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager
FROM: William Volckmann, Director/Comptroller
DATE: December 15, 2020

PURPOSE

To authorize a contribution from the Cumberland Special Service District I (CSSD1) Fund to Cobb Travel and Tourism in order to support activities related to the 2021 All-Star Game.

BACKGROUND

On May 29, 2019, Major League Baseball awarded the 2021 All-Star Game to the Atlanta Braves, the City of Atlanta, and Cobb County. The All-Star game marks a major tourism event within Cobb County. The All-Star game itself will take place on July 13, 2021 at Truist Park; however, other events including, but not limited to, the Home Run derby and the 2021 Major League Baseball Draft will take place in the days leading up to the All-Star game. In order to support the events within the Cumberland Special Services District I, it is recommended that a contribution of \$300,000 be made to Cobb Travel and Tourism. Should any funds remain unspent, they will be returned to the County.

IMPACT STATEMENT

N/A

FUNDING

The appropriation of funds in CSSD I and subsequent contribution to Cobb Travel and Tourism will be accomplished with the following budget transactions:

Increase Revenue:	294-055-CSD1-4980 (Fund Balance)	\$300,000.00
Increase Expenditure:	294-055-CSD1-6574 (Contribution)	\$300,000.00

RECOMMENDATION

The Board of Commissioners authorize a contribution from the Cumberland Special Service District I (CSSD1) Fund in the amount of \$300,000.00 to Cobb Travel and Tourism in order to support activities related to the 2021 All-Star Game; authorize the corresponding budget transactions; and further authorize the Chairman to execute necessary documents.

ATTACHMENTS

None



BOC Commissioner (District 1)

Item No. 57.

Keli Gambrill, Commissioner

District 1

Cobb County...Expect the Best!

TO: Dr. Jackie R. McMorris, County Manager

FROM: Keli Gambrill, Commissioner

DATE: December 15, 2020

PURPOSE

To approve the reappointment of Anthony Le to the Public Library Board of Trustees.

BACKGROUND

The county library system is authorized by O.C. G. A. § 20-5-42 et seq. and, via resolution, was adopted by the Board of Commissioners on December 17, 1968 and as last amended on June 23, 1970. Georgia Code states that each library system “shall be governed by a board of trustees.” Board members represent the library and the community and work together to advise the director on the governance of the library.

The board is composed of nine members. Members are appointed by the full Board of Commissioners for terms of three years with staggered terms for continuity of services.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve the reappointment of Anthony Le to the Public Library Board of Trustees for a 3 year term to expire on December 31, 2023.

ATTACHMENTS

None