



AGENDA

COBB COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

JANUARY 14, 2020 – 9:00 AM

Cobb County...Expect the Best!

CALL TO ORDER

PRESENTATIONS

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

Water System

1. To approve Change Order No. 1 (final) to the construction contract with C. W. Matthews Contracting Co., Inc. for utility improvements work associated with Atlanta Road Bridge and Orchard Road Bridge Replacement Over I-285, Program No. W4335.
2. To approve a construction contract with IPR Southeast, LLC, for FY19 Storm Drain Rehabilitation, 470 Timberlea Lake Drive, Program No. SW1907.
3. To approve a construction contract with D & H Construction Company, for Hiram-Lithia Springs Road Phase 2 Water Main Replacement, Program No. W2376.
4. To approve Change Order No. 1 (final) to the construction contract with Tippins Contracting Co., Inc. for Elizabeth Acres Water Main Replacement, Program No. W2333.
5. To approve a construction contract under the Stormwater Management Unit Price contract with Chatfield Contracting, Inc. for a project in the vicinity of 380 Sarsen Trail, Program No. SW2049.

Transportation

AGENDA

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6. To authorize advertisement for and conduct of a public hearing prior to expending funds of \$100,000.00 or more to employ independent consulting firms for Master Task Order Contracts for Professional Services, and authorize issuance of a Request for Proposals to secure these services.

Public Services Agency

PARKS

7. To approve a contract with Bartow Paving Company, Inc. for construction services related to the installation of additional vehicular parking at Harrison Park.

Senior Services

8. To authorize the application for and acceptance of a grant from the Thanks Mom & Dad Grant Fund.

Solid Waste

9. To approve an amendment to the Transfer station Lease and Operating Agreement with the Advanced Disposal Services Cobb County Transfer Station, LLC.

Elections

10. To adopt a resolution setting the qualifying fees for each county office to be filled in 2020 and to authorize the Director of Elections to publish such fees in the legal organ prior to February 1, 2020.
11. To authorize the division of Dobbins 01 precinct in order to form the Dobbins 02 precinct.
12. To authorize the division of Bells Ferry 03 precinct in order to form the Bells Ferry 04 precinct.
13. To authorize the division of Smyrna 3A precinct in order to form the Smyrna 3B precinct.

AGENDA

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Support Services Agency

Support Services Administration

14. To authorize the sale of certain real property located in Land Lot 444, 17th District, 2nd Section situated at the intersection of Atlanta Road and Pat Mell Road in Smyrna, Georgia not required for County purposes to Parklane Capital II, LLC, through the brokerage firm of McWhirter Realty Partners.

Information Services

15. To approve the proposed Technology and Social Media policies and standards and to approve the Conduct and Performance Policy which has been reformatted to reference the new Information Technology Policy and associated standards.

Purchasing

16. To approve revisions to the current *Policy on Procurement and Contract Management* as adopted by the Board of Commissioners on July 8, 1997, revised August 12, 2003, September 23, 2008, and revised and renamed July 24, 2012.

Public Safety Agency

Fire Department

17. To authorize the acceptance of a donation from the Georgia Firefighter's Burn Foundation, Inc. for Fire and Life Safety Education and Prevention programs and supplies.

911 Emergency Communications

18. To authorize the re-purposing of funds for a 911 workstation switch upgrade and redundancy for Technology Improvements.

Community Development

AGENDA

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19. To review a summary of the appeal hearing conducted by the License Review Board on December 19, 2019 for RaceTrac Petroleum, Inc. d/b/a RaceTrac #2558.

Finance

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

CobbWorks

21. To accept grant funds from the Technical College Systems of Georgia to provide employment and training services to the Youth Program through CobbWorks, Inc.
22. To accept grant funds from the Technical College Systems of Georgia to provide employment and training services to the Youth Program through CobbWorks, Inc.

County Clerk

23. To approve minutes

REGULAR AGENDA

District Attorney

24. To authorize the appropriation of program revenue into the personnel budget of the District Attorney's Office and approve the creation of a Court Support Supervisor, grade 20, position within the department.

Transportation

25. To approve Change Order No. 1 (final) to the contract with C.W. Matthews Contracting Company, Inc., for Interstate North Parkway Roadway Restoration, Project. No. W4412, CCDOT Contract No. 001071.

AGENDA

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26. To approve Change Order No. 1 (final) to the contract with Baldwin Paving Company, Inc., for bridge replacement on Macedonia Road over Noses Creek, Project No. X2114, CCDOT Contract No. 001282.
27. To approve Change Order No. 1 (final) to the contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, for Phase 3 demolition of two condominiums for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001488.
28. To approve a contract with C.W. Matthews Contracting Company, Inc., for: McCollum Parkway at Ben King Road, Project No. X2309; Big Shanty Road Sidewalk, Project No. X2704; and McCollum Parkway Multi-Use Trail, Project No. E7350, CCDOT Contract No. 001490.
29. To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq., on one parcel on Factory Shoals Road (Harmony Leland and Clay Elementary Schools), Phase 2, Project No. X2807.
30. To approve a Memorandum of Agreement with Cobb County-Marietta Water Authority for relocation of a waterline facility for Kennesaw Mountain Pedestrian Improvements, Cobb County Project No. X2404.
31. To approve a contract with Georgia Bridge and Concrete, LLC for bridge replacement on Powers Ferry Drive over Rottenwood Creek Tributary, Project No. X2118, CCDOT Contract No. 001473.
32. To approve Project No. X2262 to the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., for drainage system repairs on Anderson Farm Road at Powder Springs Road, CCDOT Contract No. 001276.
33. To approve Change Order No. 1 to Resurfacing Contract 2019-2 Local Roads (South) with Bartow Paving Company, Inc., for resurfacing of County-maintained streets, Project No. X2910, CCDOT Contract No. 001393.
34. To approve Change Order No. 2 (final) to the contract with Glosson Enterprises, LLC for Nichols Road Sidewalk, Project No. X2703, CCDOT Contract No. 001356.

AGENDA

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Public Services Agency

PARKS

35. To approve the presented park master plans for the properties known as Kemp Family Park and Henderson Road Property.

Support Services Agency

Information Services

36. To approve Change Order No. 1 to the contract with VertiQ Software LLC, for the Cobb County Medical Examiner's Case Management System, a 2016 SPLOST project, Program X0020.

Property Management

37. To approve Supplemental Agreement No. 1 with John W. Spratlin and Son LLC to establish the Guaranteed Maximum Price for Construction Manager at-Risk services to build replacement Fire Station No. 7, 2016 SPLOST Program X1022, and authorize procurement of furniture, fixtures and equipment.
38. To approve Supplemental Agreement No. 1 with Catamount Constructors, Inc., to establish the Guaranteed Maximum Price for the new Fleet Car Service facility, 2016 SPLOST Program X0911.

PUBLIC COMMENT

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APPOINTMENTS

39. To announce the appointment of Mitchell Rivera to the Airport Advisory Board.

AGENDA

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COMMISSIONERS' PUBLIC ADDRESS

Per Section 2.01.01 of the Rules of Procedure of the Board

ADJOURNMENT



Water System

Stephen D. McCullers, P.E., Director

District 2

Item No. 1.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Steve McCullers, Water System Agency Director
DATE: January 14, 2020

PURPOSE

To approve Change Order No. 1 (final) to the construction contract with C. W. Matthews Contracting Co., Inc. for utility improvements work associated with Atlanta Road Bridge and Orchard Road Bridge Replacement Over I-285, Program No. W4335.

BACKGROUND

On May 12, 2015, the Board of Commissioners awarded C. W. Matthews Contracting Co., Inc., a contract to replace an existing 18-inch steel water main and existing 6-inch ductile iron pipe (DIP) with approximately 700 linear feet of 16-inch DIP and 400 linear feet of 8-inch DIP, along with the relocation of water meters and fire hydrants to maintain water service in the area of the two bridge replacements projects.

The construction has been completed at a cost of \$620,825.92 or \$136,549.14 less than the approved contract amount of \$757,375.06. The decrease is due to a reduction in the quantity of required 6-inch DIP, 6-inch gate valve assembly, driveway replacements, sidewalk replacements, asphalt pavement trench patch, landscape restoration, and other final quantity adjustments.

Original Contract	\$757,375.06
Change Order No. 1 (final)	<u>(\$136,549.14)</u>
Revised Contract	\$620,825.92

IMPACT STATEMENT

N/A

FUNDING

No additional funding is required for the Water System's Atlanta Road Bridge and Orchard Road Bridge Replacement Over I-285, Program No. W4335.

Decrease Encumbrance:

GAE 510051215301	510-500-5757-8260	W4335-C	\$136,549.14
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Transfer from:

Atlanta Road Bridge and Orchard Road Bridge Replacement Over I-285

Construction	510-500-5757-8260	W4335-C	\$136,549.14
Interest Expense on Retainage	510-500-5757-6613	W4335-A	\$ 2,437.79
Contingency	510-500-5757-8810	W4335-T	<u>\$ 13,247.44</u>
Total			\$152,234.37

Transfer to:

Miscellaneous State Roadway Improvements

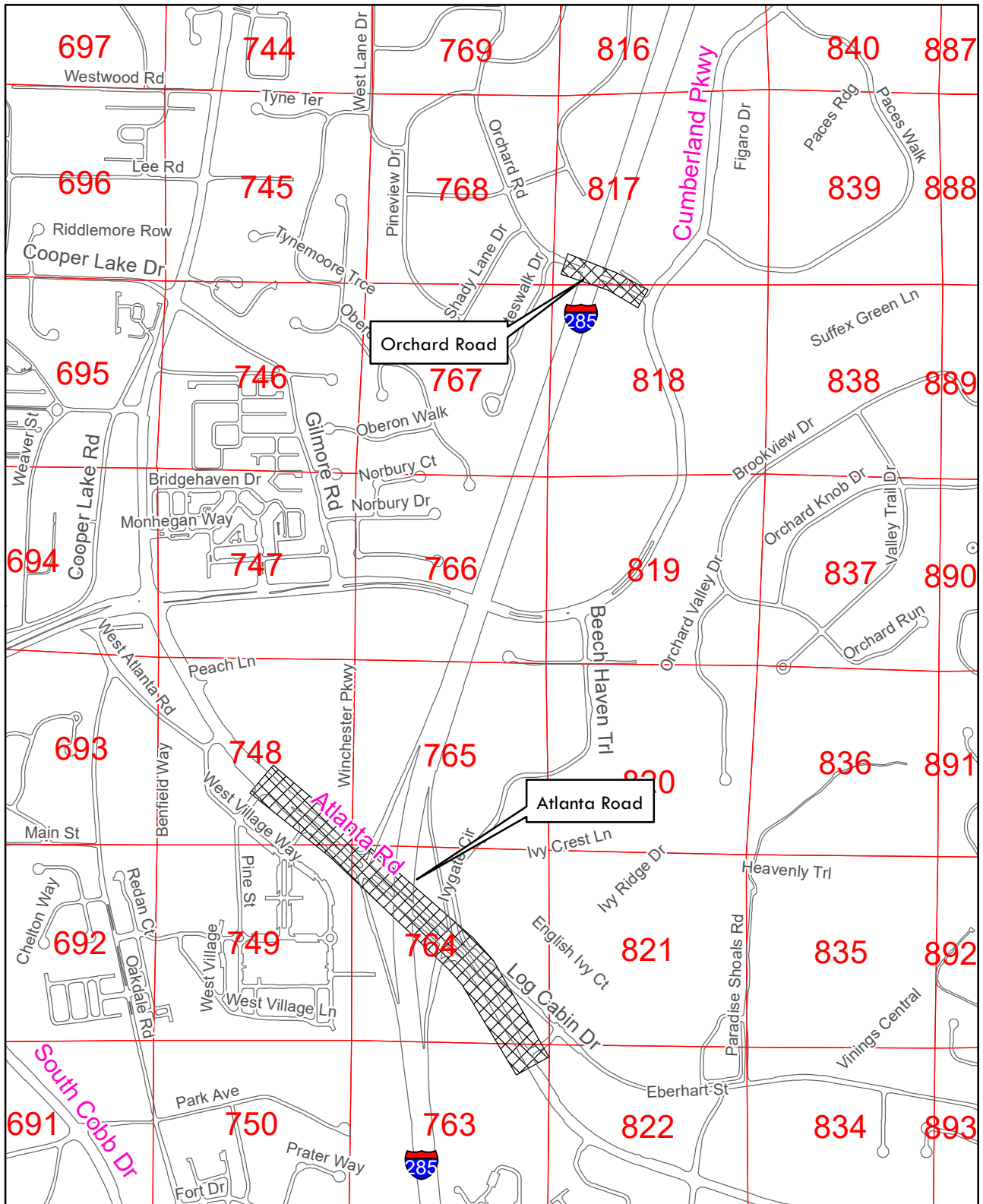
Preliminary Estimates	510-500-5757-8005	W4701-Z	\$152,234.37
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RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the construction contract with C. W. Matthews Contracting Co., Inc., a savings to the project in the amount of \$136,549.14, for Atlanta Road Bridge and Orchard Road Bridge Replacement Over I-285, Program No. W4335; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Map - 011420 CO1 (final) Atlanta Road Bridge and Orchard Road Bridge Replacement Over I-285 W4335



Project: Atlanta Road Bridge and Orchard Road Bridge
Over I-285
Program Number: W4335
Land Lot(s): 748, 749, 763, 764, 765, 817 & 818
District(s): 17
Commission District(s): 2

1:12,000





Water System

Stephen D. McCullers, P.E., Director

District 2

Item No. 2.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Steve McCullers, Water System Agency Director
DATE: January 14, 2020

PURPOSE

To approve a construction contract with IPR Southeast, LLC, for FY19 Storm Drain Rehabilitation, 470 Timberlea Lake Drive, Program No. SW1907.

BACKGROUND

A length of 130 linear feet of 18-inch Bituminous Coated Corrugated Metal storm drainage pipe and 350 linear feet of 36-inch Bituminous Coated Corrugated Metal storm drainage pipe located at 470 Timberlea Lake Drive is exhibiting signs of structural failure due to oxidation of the pipe's invert. Additionally, stormwater flows are exiting the pipe from areas where the invert has completely oxidized and is creating voids beneath and around the pipe.

Due to the potential impacts to surrounding residents, it was determined that Cured-In-Place-Pipe (CIPP) rehabilitation would be preferable to a conventional cut and cover pipe replacement.

The scope of this project consists of supplying all labor, materials, and equipment time to install 130 linear feet of 18-inch Bituminous Coated Corrugated Metal storm drainage pipe and 350 linear feet of 36-inch CIPP liner, and restoring landscaping as appropriate along the path of this drainage system. Requests for pricing were provided to contractors on Cobb County Water System's List of Prequalified Contractors, Cured-in-Place Pipe Rehabilitation and two bids were received:

IPR Southeast, LLC	\$ 143,200.00
Insituform Technologies, LLC	\$ 160,995.00

IPR Southeast, LLC, submitted the lowest-priced bid in the amount of \$143,200.00.

IMPACT STATEMENT

N/A

FUNDING

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

Transfer from:

Stormwater Multi-Year Budget

Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$143,200.00
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Transfer to:

FY19 Storm Drain Rehabilitation,

470 Timberlea Lake Drive

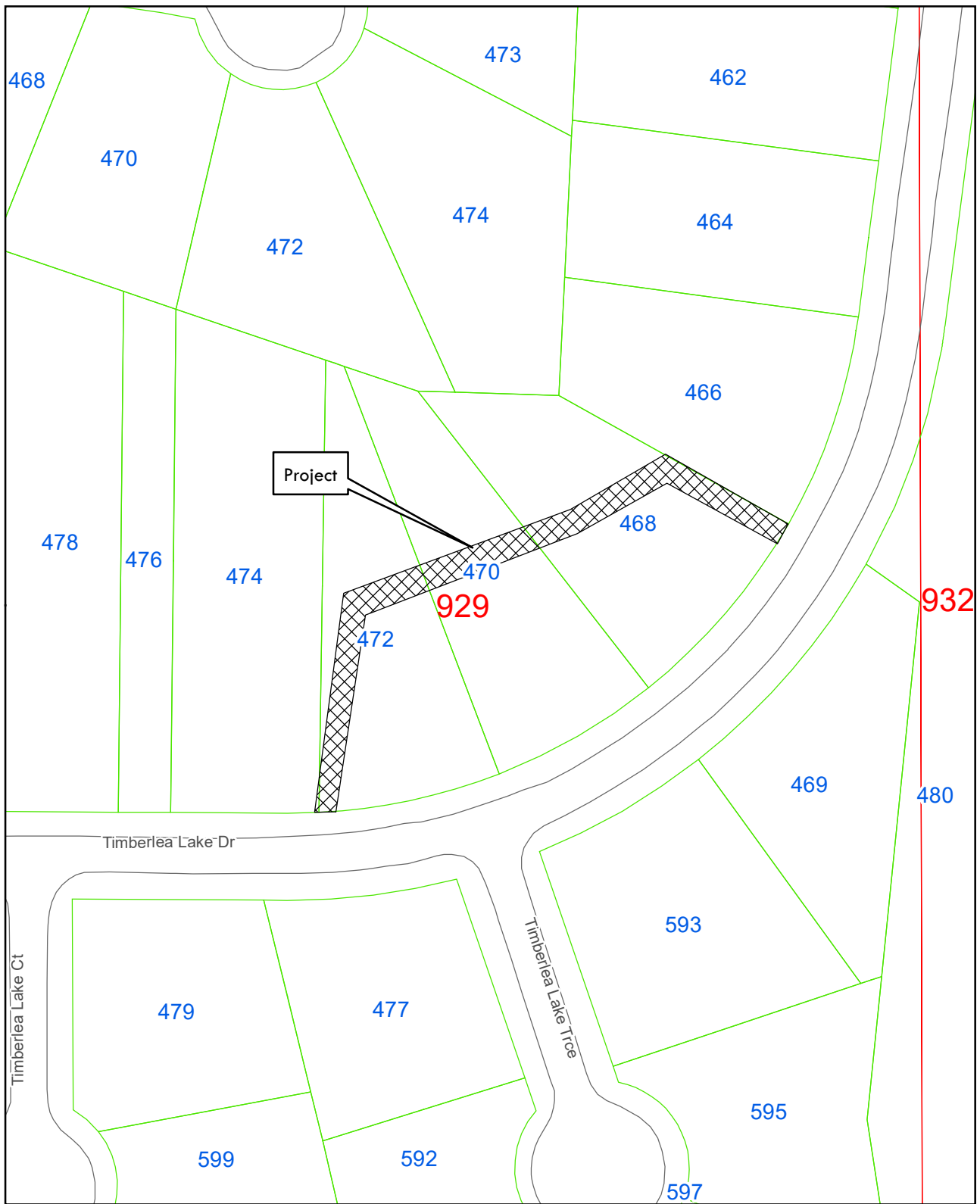
Drainage Contract R&M Service	510-500-5758-6496	SW1907-C	\$143,200.00
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RECOMMENDATION

The Board of Commissioners approve a construction contract with IPR Southeast, LLC, in the amount of \$143,200.00, for FY19 Storm Drain Rehabilitation, 470 Timberlea Lake Drive, Program No. SW1907; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

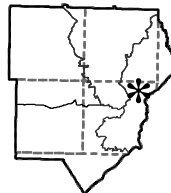
ATTACHMENTS

1. Map - 011420 470 Timberlea Lake Drive SW1907



Project: FY19 Storm Drain Rehabilitation
 470 Timberlea Lake Drive
 Program Number: SW1907
 Land Lot(s): 929
 District(s): 17
 Commission District(s): 2

1:1,000





Water System

Stephen D. McCullers, P.E., Director

District 4

Item No. 3.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Steve McCullers, Water System Agency Director
DATE: January 14, 2020

PURPOSE

To approve a construction contract with D & H Construction Company, for Hiram-Lithia Springs Road Phase 2 Water Main Replacement, Program No. W2376.

BACKGROUND

The Cameron Springs Subdivision area is currently served by 6-inch cast iron, transite, and ductile iron water mains that are subject to periodic failure and ongoing repair demands. The proposed project will address these deficiencies and bring the area up to current Water System standards. The project includes abandoning the use of the existing cast iron and transite water mains and installation of approximately 3,646 linear feet of 6-inch ductile iron pipe, 9,226 linear feet of 8-inch ductile iron water main, and all related appurtenances along Hiram-Lithia Springs Road, Story Road, and Angham Road.

Bids for construction were received on December 12, 2019, and results of the bid were as follows:

D & H Construction Company	\$1,284,429.25
Smith Pipeline, Inc.	\$1,335,271.50
Tippins Contracting Co., Inc.	\$1,399,000.00
K. M. Davis Contracting Co., Inc.	\$1,412,391.50

D & H Construction Company submitted the lowest-priced responsive bid in the amount of \$1,284,429.25.

IMPACT STATEMENT

N/A

FUNDING

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

Transfer from:

Unidentified New/Replacement Water Mains

Preliminary Estimates	510-500-5754-8005	W1503-Z	\$1,318,319.25
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Transfer to:

Hiram-Lithia Springs Road Phase 2 Water Main Replacement

Construction	510-500-5754-8260	W2376-C	\$1,284,429.25
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Interest Expense on Retainage	510-500-5754-6613	W2376-A	\$ 3,210.00
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Materials & Supplies	510-500-5754-8265	W2376-M	\$ 5,000.00
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Contingency	510-500-5754-8810	W2376-T	<u>\$ 25,680.00</u>
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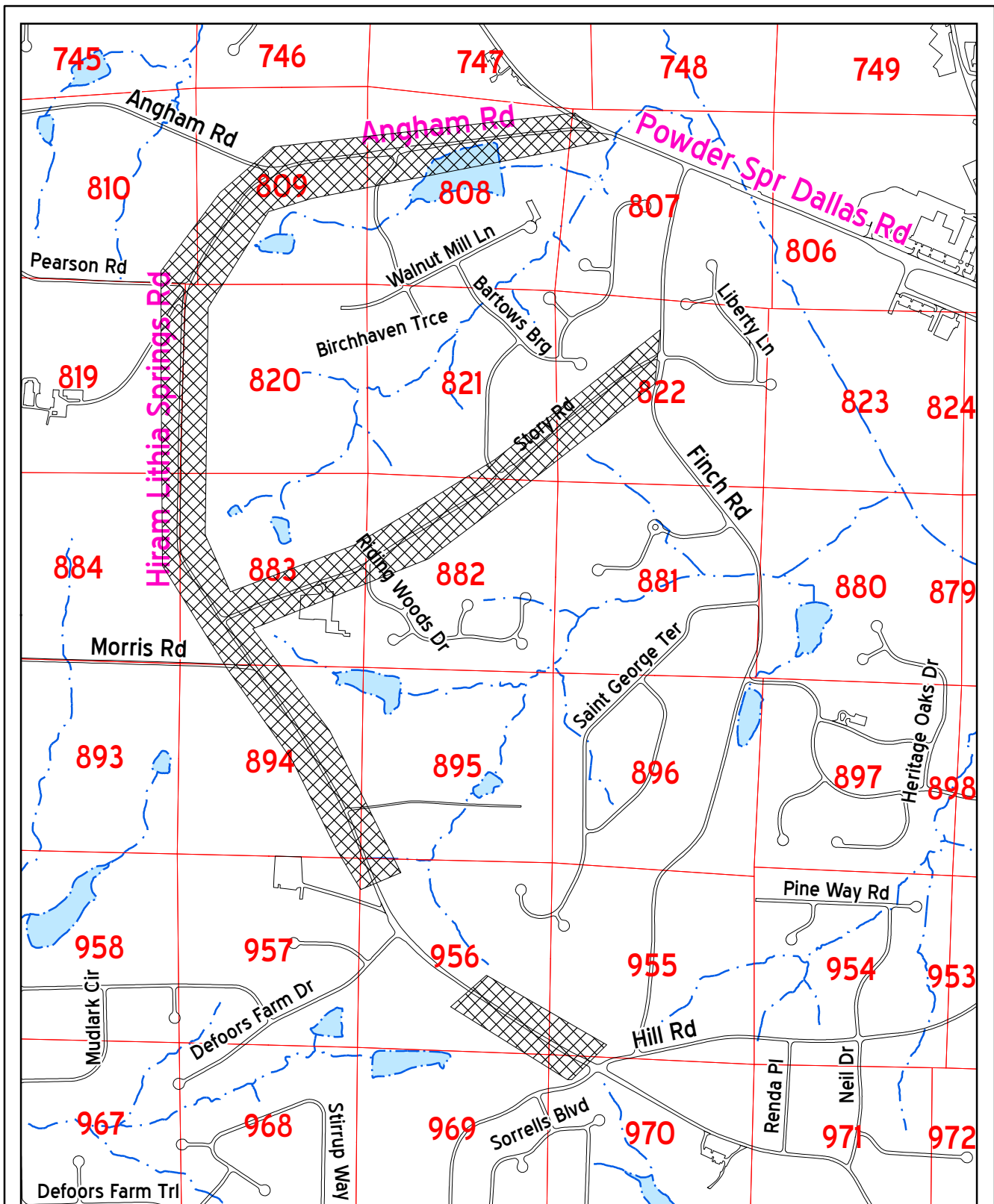
Total			<u>\$1,318,319.25</u>
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RECOMMENDATION

The Board of Commissioners approve a construction contract with D & H Construction Company, in the amount of \$1,284,429.25, for Hiram-Lithia Springs Road Phase 2 Water Main Replacement, Program No. W2376; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

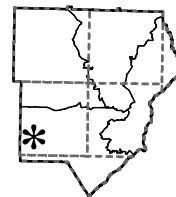
ATTACHMENTS

1. Map - 011420 AOC Hiram-Lithia Springs Road Phase 2 WMR W2376



Project: Hiram-Lithia Springs Road Phase 2
 Water Main Replacement
 Program Number: W2376
 Land Lot(s): 807, 808, 809, 810, 820, 821, 822, 882, 883, 894, 895, 956, 955, 970
 District(s): 19
 Commission District(s): 4

1:12,000





Water System

Stephen D. McCullers, P.E., Director

District 1

Item No. 4.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Steve McCullers, Water System Agency Director
DATE: January 14, 2020

PURPOSE

To approve Change Order No. 1 (final) to the construction contract with Tippins Contracting Co., Inc. for Elizabeth Acres Water Main Replacement, Program No. W2333.

BACKGROUND

On April 11, 2017, the Board of Commissioners awarded Tippins Contracting Co., Inc., a contract to replace approximately 6,200 linear feet of deteriorating water main with 6-inch ductile iron water main and all related appurtenances along Murray Circle, Murray Court, and Wilburn Drive.

The construction has been completed at a cost of \$526,824.19 or \$45,428.21 less than the approved contract amount of \$572,252.40. The decrease is primarily due to a reduction in the quantity of 6-inch free bore, 12-inch cased bore, driveway replacements, sidewalk replacements, and other final quantity adjustments.

Original Contract	\$572,252.40
Change Order No. 1 (final)	<u>(\$ 45,428.21)</u>
Revised Contract	\$526,824.19

IMPACT STATEMENT

N/A

FUNDING

No additional funding is required for the Water System's Elizabeth Acres Water Main Replacement, Program No. W2333.

Decrease Encumbrance:

GAE 510041117401	510-500-5754-8260	W2333-C	\$45,428.21
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Transfer from:

Elizabeth Acres Water Main Replacement

Construction	510-500-5754-8260	W2333-C	\$45,428.21
Interest Expense on Retainage	510-500-5754-6613	W2333-A	\$ 1,127.81
Materials & Supplies	510-500-5754-8265	W2333-M	\$10,508.03
Contingency	510-500-5754-8810	W2333-T	<u>\$ 440.00</u>
Total			\$57,504.05

Transfer to:

Unidentified New/Replacement Water Mains

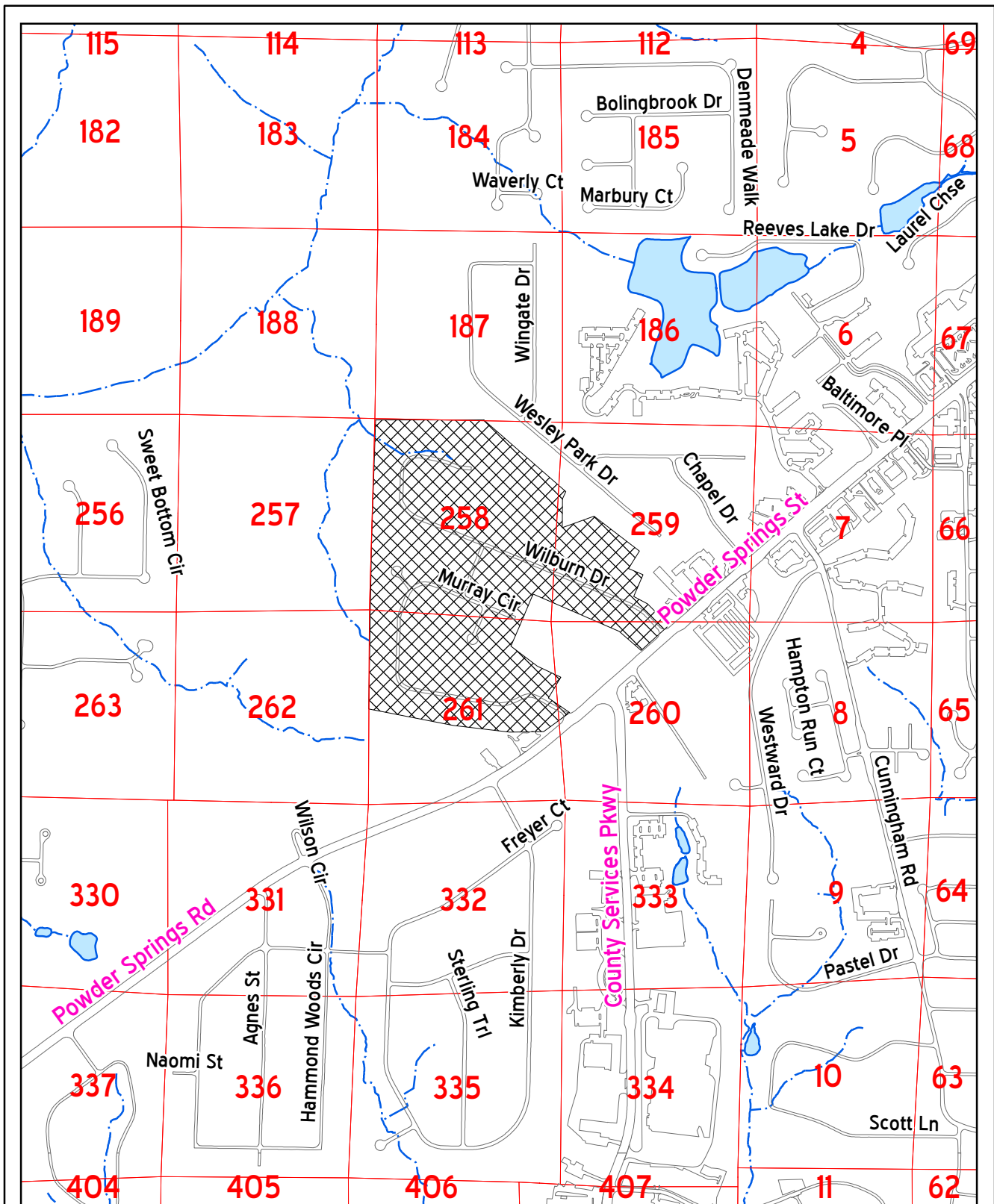
Preliminary Estimates	510-500-5754-8005	W1503-Z	\$57,504.05
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RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the construction contract with Tippins Contracting Co., Inc., a savings to the project in the amount of \$45,428.21, for Elizabeth Acres Water Main Replacement, Program No. W2333; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

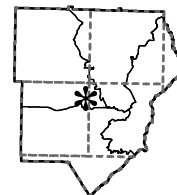
ATTACHMENTS

1. Map - 011420 CO1(final) Elizabeth Acres WMR W2333



Project: Elizabeth Acres Water Main Replacement
 Program Number: W2333
 Land Lot(s): 258, 259, 260, 261
 District(s): 19
 Commission District(s): 1

1:12,000





Water System

Stephen D. McCullers, P.E., Director

District 1

Item No. 5.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Steve McCullers, Water System Agency Director
DATE: January 14, 2020

PURPOSE

To approve a construction contract under the Stormwater Management Unit Price contract with Chatfield Contracting, Inc. for a project in the vicinity of 380 Sarsen Trail, Program No. SW2049.

BACKGROUND

Upon responding to a drainage inquiry at 380 Sarsen Trail in early 2019, it was discovered that the storm drainage system in the area had not been dedicated to Cobb County on the Final Plat, recorded in 1972. Prior to 1975, stormwater systems that were intended to be maintained by the County were generally not formally dedicated. On July 9, 2019, the Board of Commissioners formally accepted dedication of the system to Cobb County in order to provide the legal access needed to address the failing system.

The proposed work includes supplying all labor, materials, and equipment time needed to install 274 linear feet of 24-inch aluminized steel pipe, 312 linear feet of cured-in-place liner, three pedestal lids with drop inlets and attendant manholes, and one 24-inch concrete headwall; and to properly restore the site after completion of the installation. **Pricing for the work was solicited from pre-qualified unit price contractors:**

Bids were as follows:

Chatfield Contracting, Inc.	\$152,873.60
W.E. Contracting Co., Inc.	\$154,011.00
Ray Campbell Contracting Company, Inc.	\$164,561.65
Wade Coots Company, Inc.	\$168,525.50
American Contractors Grading and Paving, Inc.	\$169,426.40
K. M. Davis Contracting Co.	\$195,668.00
Site Engineering, Inc.	\$204,351.40
Total Development, Inc.	\$223,058.00

Chatfield Contracting, Inc. submitted the lowest-priced responsive Unit Price bid in the amount of \$152,873.60.

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	\$152,873.60
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Transfer to:

380 Sarsen Trail

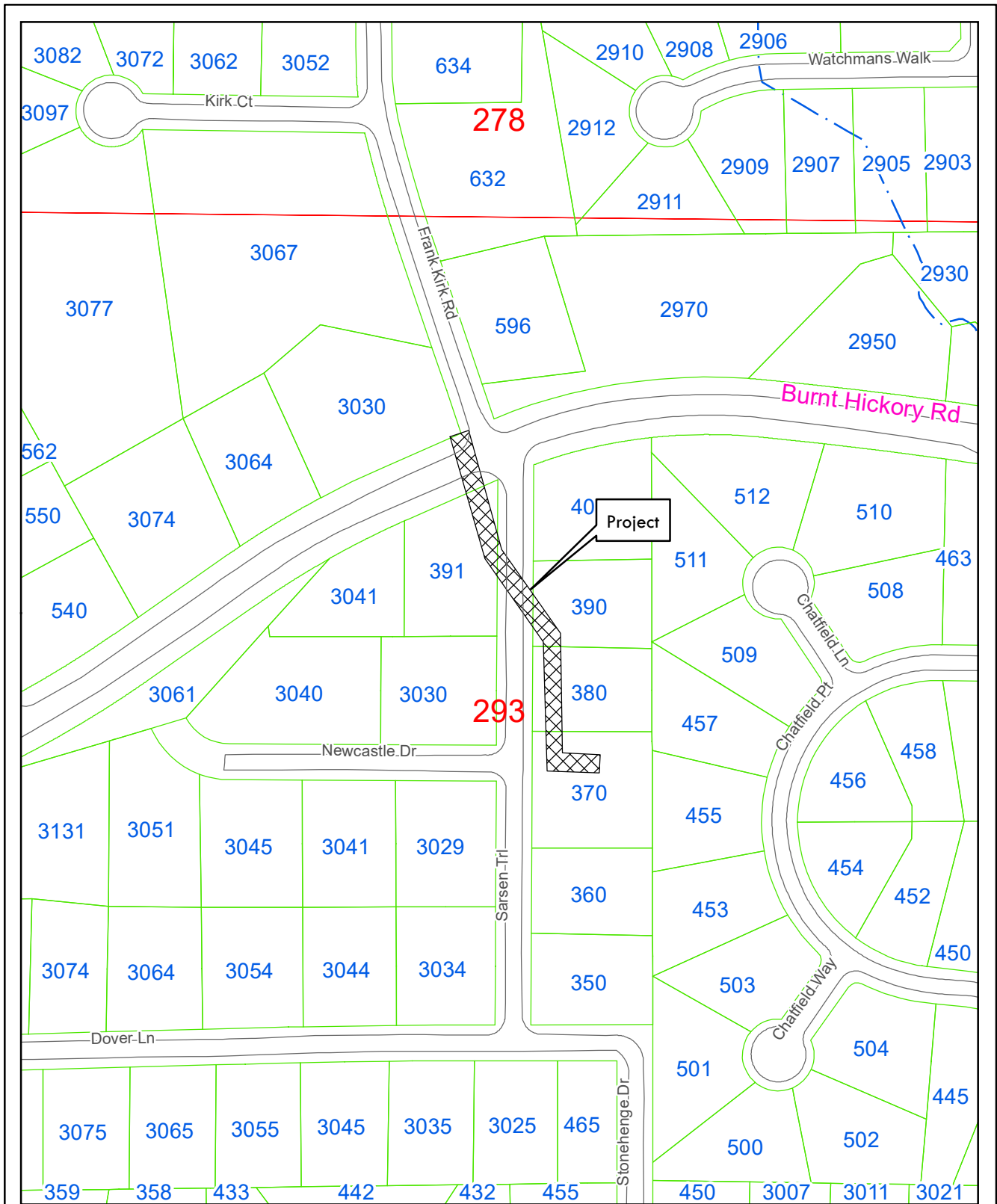
Drainage Contract R&M Service	510-500-5758-6496	SW2049-C	\$152,873.60
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RECOMMENDATION

The Board of Commissioners approve a construction contract under the Stormwater Management Unit Price contract with Chatfield Contracting, Inc., in the amount of \$152,873.60, for a project in the vicinity of 380 Sarsen Trail, Program No. SW2049; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Map - 011420 UPC 380 Sarsen Trail SW2049



Project: 380 Sarsen Trail
 Program Number: SW2049
 Land Lot(s): 293
 District(s): 20
 Commission District(s): 1

1:2,400





Transportation

Erica Parish, Director

Districts All

Item No. 6.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: January 14, 2020

PURPOSE

To authorize advertisement for and conduct of a public hearing prior to expending funds of \$100,000.00 or more to employ independent consulting firms for Master Task Order Contracts for Professional Services, and authorize issuance of a Request for Proposals to secure these services.

BACKGROUND

On November 22, 2011, Board of Commissioners amended the *Policy for Procurement of Professional Services* to include Task Order Contracting as Selection Process 4.

On May 22, 2018, the Board approved Master Task Order Contracts with 16 firms, for the two-year period from June 1, 2018 through May 31, 2020, to provide professional consulting services in the following areas: Category A – Transportation, Planning & Environmental Services; Category B – Highway Design: Roadway, Bridge, Surveying & Geotechnical; Category C – Traffic Engineering; Category D – Transit; and Category E – Aviation.

With the current contracts set to expire soon, the Department recommends issuance of a Request for Proposals to secure new Master Task Order Contracts, for a two-year period, for the following services: Engineering Design; Planning; Traffic Engineering; Geotechnical; Transit; and Aviation. The Department proposes to select four to seven firms for the Engineering Design category, and three to five firms for the Planning, Traffic Engineering, Geotechnical, Transit, and Aviation categories.

Project specific Task Orders/Work Orders will be issued by the Department to the selected firms on an as-needed basis. Master Task Order Contracts will not exceed \$350,000.00 per firm, per category, per year, for the two-year period (\$700,000.00 maximum per firm, per category for the two-year life of the contract). The Department will continue to utilize existing County procurement policies and procedures, as adopted by the Board.

Utilization of Task Order based contracts allows the Department to recognize savings of staff time and other resources, as well as increase efficiency by eliminating the requirements to advertise qualified projects individually. Master Task Order contracts provide the flexibility and efficiency to have on-call expertise that may be required quickly for smaller, defined tasks. Prior to award, each Task Order/Work Order, including specifics of the task and associated costs, will be presented to the Board for approval.

State of Georgia Code requires the Board to conduct a public hearing prior to expending funds of \$100,000.00 or more to employ an independent consultant or consulting firm or to conduct an independent study or survey. The Department anticipates awarding Master Task Order Contracts for Professional Services that could exceed \$100,000.00, and therefore requests that the Board authorize the advertisement for and conduct of a public hearing prior to expending these funds.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners authorize advertisement for and conduct of a public hearing prior to expending funds of \$100,000.00 or more to employ independent consulting firms for Master Task Order Contracts for Professional Services; and further authorize issuance of a Request for Proposals to secure these services.

ATTACHMENTS

None



PARKS

Jimmy Gisi, PARKS Director

District 3

Item No. 7.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jimmy Gisi, PARKS Director

DATE: January 14, 2020

PURPOSE

To approve a contract with Bartow Paving Company, Inc. for construction services related to the installation of additional vehicular parking at Harrison Park.

BACKGROUND

Harrison Park, located at 2653 Shallowford Road in Marietta, serves a large number of visitors involved in activities such as baseball, tennis, picnicking, hiking and playground use. Renovation of athletic fields, replacement of the tennis center building and a variety of other upgrades already completed under separate contracts have increased the pressure on vehicular parking capacity at the park. This project includes the addition of 45 parking spaces and several traffic calming speed tables along the roadway connecting the upper hub baseball fields and the tennis center.

This project was bundled and bid along with a separate project at the “Swingtime” property at Green Meadows Preserve. An Invitation to Bid for Construction Services was published on the County Purchasing website, and advertised in the Marietta Daily Journal on September 27 and on October 4, 11, and 18, 2019 in accordance Purchasing Policies. Sealed Bids for the two combined projects were received from four firms and opened on October 24, 2019. The bidders and their total bid amounts for both projects were:

Bartow Paving Company, Inc.	\$672,375.14
Summit Construction and Development, LLC	\$693,722.94
CMES, Inc.	\$806,708.00
Lovvorn Construction, Inc.	\$924,000.00

Bids and Supporting Information were reviewed by Purchasing and PARKS staff, and the qualified low bidder was identified as Bartow Paving Company, Inc. However, the total bid price exceeds the available combined budget for the two projects. Purchasing Policy allows the County to make the decision to reduce or eliminate certain requirements, reduce the scope of the procurement or make any other reasonably necessary revisions to facilitate the contract award. PARKS staff worked with Bartow Paving Company to separate their combined bid into its component parts, and determined that the Harrison Park project can go forward with available

funding. The scope of the Swingtime/Green Meadows project will be revisited and the project will be addressed in the future.

IMPACT STATEMENT

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

FUNDING

Funding is available with the following budget transfers:

Transfer from:	010-105-3200-8110	(Renovation of Buildings)	\$18,440.26
Transfer from:	010-015-3200-8475	(Recreational Equipment)	\$18,440.27
Transfer from:	010-105-3200-8005	(Preliminary Estimates)	\$320,000.00
Transfer to:	010-105-3200-8024	(Land Improvements - Depreciating)	\$356,880.53

RECOMMENDATION

The Board of Commissioners approve a contract with the Bartow Paving Company, Inc. in an amount not to exceed \$356,880.53, for construction services related to the installation of additional vehicular parking at Harrison Park, authorize the corresponding budget transactions, and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Senior Services

Jatunn Gibson, Director

Districts All

Item No. 8.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jatunn Gibson, Director

DATE: January 14, 2020

PURPOSE

To authorize the application for and acceptance of a grant from the Thanks Mom & Dad Grant Fund.

BACKGROUND

Cobb Senior Service (CSS) has applied for and been awarded a grant totaling \$6,000 by the Board of Trustees of the Thanks Mom & Dad Grant Fund. This award will be distributed to the three neighborhood centers: Austell Senior Center, Marietta Senior Center and North Cobb Senior Center in the amount of \$2,000 for each center to fund innovative programs.

Each of these centers have a proposal for an innovative method to engage and benefit older adults. The Austell Senior Center plans to implement a new, innovative mental health program by providing training to staff for Mental Health First Aid which teaches risk factors, warning signs, and strategies for crisis and non-crisis situations. The Marietta Senior Center will pilot a Campus Dining program to reduce food insecurity among older adults by offering meal vouchers in a non-traditional setting. An additional benefit of this program will be reducing loneliness by fostering intergenerational connections between Life University students and older adults in Cobb County. The North Cobb Senior Center will provide an innovative program that educates older adults on simplifying meal preparation called “Cool Kitchen Gadgets and Hacks” which will provide older adults with instruction on the use of assistive technology in the kitchen, increasing their amount of fresh food intake and limiting canned and frozen meal preparation, as well as promoting independence. We have also received a donation of ten air fryers with an approximate value of \$700.00 from Amazon to support the “Cool Kitchen Gadgets and Hacks” program.

This grant is a single award and will not renew. The grant period is from January 1, 2020 through December 31, 2020.

IMPACT STATEMENT

There is no local match required.

FUNDING

Funding will be available in the Grant Fund with the following budget appropriation:

Increase Revenue:	270-300-G697-4508 (Local Grants)	\$6,000.00
Increase Expenditure:	270-300-G697-6392 (In-House Training)	\$1,850.00
	270-300-G697-6155 (Education & Training Materials)	\$150.00
	270-300-G697-6166 (Food & Service Supplies)	\$2,000.00
	270-300-G697-6258 (Accountable Equipment)	\$2,000.00

RECOMMENDATION

The Board of Commissioners authorize the application for and acceptance of a grant from the Thanks Mom & Dad Grant Fund in the amount of \$6,000.00; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Thanks Mom & Dad Grant Austell
2. Thanks Mom & Dad Grant Marietta
3. Thanks Mom & Dad Grant North



A fund honoring parents, grandparents, and mentors
by supporting programs and services for older adults.

December 18, 2019

Cobb County Senior Services
Ioana Bovo Nicolescu
P.O. Box 649
Marietta, GA 30061

Dear Ioana Bovo Nicolescu:

On behalf of the Board of Trustees of the Thanks Mom & Dad Fund®, we thank you for your recent response during the 2019-20 grant cycle. So many applicants from throughout the state submitted impressive proposals and competition was high for grants.

We are pleased to inform you that a grant to Cobb County Senior Services in the amount of \$2,000.00 has been approved for Austell Neighborhood Center as described in your proposal. Enclosed is a check for the program.

Although checks are forwarded at this time, we announce the grants at the annual Grant Award Reception hosted by the Board of Trustees on **Wednesday February 19, 2019. Please save the date.**

Please acknowledge your receipt of this check and your agreement with the following conditions by signing and returning a copy of this letter as soon as possible.

Conditions:

1. Grantee warrants that funds will only be used for the purposes described in the proposal and in accordance with the proposed budget.
2. Grantee must provide a status report by May 15, 2020 regardless of whether or not the project is fully completed. We will include the status in a report required by DHS. If the project is not fully completed May/June, Thanks Mom & Dad Fund will expect a final written report upon completion, not later than December 31, 2020 describing conclusions, progress, and/or status of objectives including how funds were expended to attain objectives. A reminder and guidance will be provided in April.

We appreciate the work you do in the community as we rally together to raise awareness and gather support for the growing need for services and programs for the elderly. Congratulations; we wish you the best of luck in your endeavors and look forward to seeing you in February!

Sincerely,

David Coffman
Executive Director
Thanks Mom & Dad Fund

ACCEPTED BY: _____
Name and Title Date

Encl: Check #



A fund honoring parents, grandparents, and mentors
by supporting programs and services for older adults.

December 18, 2019

Cobb County Senior Services
Ioana Bovo Nicolescu
P.O. Box 649
Marietta, GA 30061

Dear Ioana Bovo Nicolescu:

On behalf of the Board of Trustees of the Thanks Mom & Dad Fund®, we thank you for your recent response during the 2019-20 grant cycle. So many applicants from throughout the state submitted impressive proposals and competition was high for grants.

We are pleased to inform you that a grant to Cobb County Senior Services in the amount of \$2,000.00 has been approved for Marietta Neighborhood Center as described in your proposal. Enclosed is a check for the program.

Although checks are forwarded at this time, we announce the grants at the annual Grant Award Reception hosted by the Board of Trustees on **Wednesday February 19, 2019. Please save the date.**

Please acknowledge your receipt of this check and your agreement with the following conditions by signing and returning a copy of this letter as soon as possible.

Conditions:

1. Grantee warrants that funds will only be used for the purposes described in the proposal and in accordance with the proposed budget.
2. Grantee must provide a status report by May 15, 2020 regardless of whether or not the project is fully completed. We will include the status in a report required by DHS. If the project is not fully completed May/June, Thanks Mom & Dad Fund will expect a final written report upon completion, not later than December 31, 2020 describing conclusions, progress, and/or status of objectives including how funds were expended to attain objectives. A reminder and guidance will be provided in April.

We appreciate the work you do in the community as we rally together to raise awareness and gather support for the growing need for services and programs for the elderly. Congratulations; we wish you the best of luck in your endeavors and look forward to seeing you in February!

Sincerely,

David Coffman
Executive Director
Thanks Mom & Dad Fund

ACCEPTED BY: _____
Name and Title Date

Encl: Check #



A fund honoring parents, grandparents, and mentors
by supporting programs and services for older adults.

December 18, 2019

Cobb County Senior Services
Ioana Bovo Nicolescu
P.O. Box 649
Marietta, GA 30061

Dear Ioana Bovo Nicolescu:

On behalf of the Board of Trustees of the Thanks Mom & Dad Fund®, we thank you for your recent response during the 2019-20 grant cycle. So many applicants from throughout the state submitted impressive proposals and competition was high for grants.

We are pleased to inform you that a grant to Cobb County Senior Services in the amount of \$2,000.00 has been approved for North Cobb Senior Center as described in your proposal. Enclosed is a check for the program.

Although checks are forwarded at this time, we announce the grants at the annual Grant Award Reception hosted by the Board of Trustees on **Wednesday February 19, 2019. Please save the date.**

Please acknowledge your receipt of this check and your agreement with the following conditions by signing and returning a copy of this letter as soon as possible.

Conditions:

1. Grantee warrants that funds will only be used for the purposes described in the proposal and in accordance with the proposed budget.
2. Grantee must provide a status report by May 15, 2020 regardless of whether or not the project is fully completed. We will include the status in a report required by DHS. If the project is not fully completed May/June, Thanks Mom & Dad Fund will expect a final written report upon completion, not later than December 31, 2020 describing conclusions, progress, and/or status of objectives including how funds were expended to attain objectives. A reminder and guidance will be provided in April.

We appreciate the work you do in the community as we rally together to raise awareness and gather support for the growing need for services and programs for the elderly. Congratulations; we wish you the best of luck in your endeavors and look forward to seeing you in February!

Sincerely,

David Coffman
Executive Director
Thanks Mom & Dad Fund

ACCEPTED BY: _____
Name and Title Date

Encl: Check #



Solid Waste

Jonathan Jenkins, Division Manager

Districts All

Item No. 9.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jonathan Jenkins, Division Manager

DATE: January 14, 2020

PURPOSE

To approve an amendment to the Transfer station Lease and Operating Agreement with the Advanced Disposal Services Cobb County Transfer Station, LLC.

BACKGROUND

Advanced Disposal Services Cobb County Transfer Station, LLC and Cobb County entered into a Transfer Station Lease and Operating Agreement, dated June 5, 2009 for Advanced Disposal Services (“Advanced”) to staff and operate the County’s transfer station to manage, monitor, collect fees, process and dispose of off-site municipal solid waste (“MSW”), and construction and demolition (“C&D”) waste delivered by Customers to the Facility and Property.

The original Agreement required during the term of agreement that Advanced charge a low volume “in-County” residential customer tipping fee of \$7.00 per transaction involving a net weight of 400 pounds or less plus \$0.03 per pound for each pound exceeding 400 pounds. On November 28, 2018, Advanced submitted a rate adjustment letter to the County stating that rising costs associated with the transportation and disposal of waste materials originating at the County’s transfer station necessitate an increase to the “in-County” residential customer tipping fee. Specifically, Advanced requested 1) a rate of \$10.00 per transaction involving a net weight of 400 pounds or less of C&D waste plus \$0.03 per pound for each pound of C&D waste exceeding 400 pounds; and 2) a rate of \$8.50 per transaction involving a net weight of 400 pounds or less of MSW, or household solid waste, plus \$0.03 per pound for each pound of MSW waste exceeding 400 pounds. Subsequently, County staff commenced due diligence investigation of the factors presented by Advanced that warranted their requested rate increase to low volume residential customers. On May 28, 2019, Advanced presented justification for their rate adjustment request to the Board of Commissioners during BOC Work Session.

The attached amendment to the Transfer Station Lease and Operating Agreement with Advanced Disposal Services Cobb County Transfer Station, LLC has been reviewed by the County Attorney’s Office.

IMPACT STATEMENT

Advanced pays the County a Host Fee, on a calendar quarterly basis, on a graduated scale based on tons per day received at the transfer station. As such, the increase to the tipping fee charged at the transfer station to low volume "in-County" residential customers represents no financial impact to the County.

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve an amendment to the contract with Advanced Disposal Services Cobb County Transfer Station, LLC., that will allow Advanced Disposal to increase to the tipping fee charged to low volume "in-County" residential customers from \$7.00 to \$10.00 in a form substantially similar to the attached and as approved by the County Attorney's Office.

ATTACHMENTS

1. Amendment to Transfer Station Lease v7
2. Advanced Disposal Rate Adjustment Request Letter

AMENDMENT TO TRANSFER STATION LEASE AND OPERATING AGREEMENT

THIS AMENDMENT TO TRANSFER STATION LEASE AND OPERATING AGREEMENT (“Amendment”), is dated _____, 2020, between **Cobb County, Georgia**, a political subdivision of the State of Georgia (“County”) and **Advanced Disposal Services Cobb County Transfer Station, LLC**, a Georgia limited liability company whose sole member is Advanced Disposal Services, Inc. (“Advanced”)(County and Advanced sometimes hereinafter each referred to respectively as a “Party” or collectively as the “Parties”).

WHEREAS, County and Advanced entered into a Transfer Station Lease and Operating Agreement, dated June 5, 2009 (“Agreement”), for the lease of property located at 1897 County Services Parkway, in Cobb County, for the improvement, reconstruction and operation of a solid waste transfer station (“Transfer Station”); and

WHEREAS, on November 28, 2019, Advanced submitted a letter requesting an increase in the “in-County” residential customer tipping fees necessitated by rising costs associated with the transportation and disposal of waste materials originating at the Transfer Station; and

WHEREAS, Advanced desires to assist County with recycling and environmental programs; and
WHEREAS, the Parties desire to revise the terms of the Agreement, as provided in this Amendment.

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

1. Section 3.20 of the Agreement is hereby amended to provide that during the Term Advanced shall be permitted to increase the tipping fee to (a) \$10.00 per transaction for a low volume residential customer for construction and demolition debris involving a net weight of 400 pounds or less plus \$.03 per pound for each pound of such debris exceeding 400 pounds; and (b) \$8.50 per transaction for household solid waste debris involving a net weight of 400 pounds or less plus \$.03 per pound for each pound of such waste exceeding 400 pounds. Advanced shall provide customers and persons delivering Acceptable Waste to the Transfer Station at least sixty (60) days’ written notice prior to increasing such fees.
2. In Exhibit “C” of the Agreement, Proposed Rate for Low Volume Residential Customers, the first sentence is corrected to read as follows: “Advanced Disposal Services will not change the rate for low volume residential customers less than 400 pounds”.

3. A new Section 2.17, is hereby added to the Agreement, to read as follows:

2.17 Recycling and Environmental Services

Advanced agrees to cooperate and work with Keep Cobb Beautiful to provide assistance and support for recycling and environmental programs in Cobb County, including, but not limited to, community recycling events, household hazardous waste events and clean up events around Cobb County.

4. In all other respects the terms and provisions of the Agreement shall remain the same and unmodified. Any terms not defined in this Amendment shall have the same meanings as ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives the date first written above.

COUNTY:
Cobb County, Georgia

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

Attest: _____
County Clerk

Approved as to form:

County Attorney's Office

ADVANCED:
Advanced Disposal Services

By: _____

Print Name:_____

Title:_____

Attest:_____

Print Name:_____

Title:_____



November 28, 2018

Cobb County Board of Commissioners
Mr. William Tanks, Public Services Agency Director
100 Cherokee Street
Marietta, GA 30090

Dear Mr. Tanks:

We have experienced rising costs associated with transportation and disposal requirements as your Contractor for County Services Transfer Station. These rising costs include, but are not limited to, increased landfill construction and operational costs, CPI, increased Federal and State of GA compliance/permitting requirements, and increased costs associated with a new subcontractor at the transfer station.

Our commitment to compliance, service, and safety while offering competitive pricing continues to be our focus to Cobb County. However, it has become difficult to continue to absorb these rising costs and continue to meet expectations. After 9 years of service, we are asking Cobb County to allow us to increase the minimum rate for "in-county" residents for construction and demolition debris from \$7.00 to \$10.00 and for household solid waste from \$7.00 to \$8.50 effective as soon as possible. The existing rate of 3 cents per pound for anything over 400 pounds will remain the same.

We will continue recycling service at the four fire stations and add an additional day of collection at no charge to the County as part of our long term commitment to Cobb County and her residents. Thank you for your consideration of this matter and thank you for your continued support. We would be responsible to notify customers at the transfer station and I would be happy to meet with you to answer any questions you may have about this matter.

Sincerely,

Steve Edwards
Government Affairs Manager
Advanced Disposal Services
Cell 770 560-4025
sedwards@advanceddisposal.com

Copy Dr. Jonathan Jenkins, Public Services Division Manager



Elections and Registration

Item No. 10.

Janine Eveler, Elections Director

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Janine Eveler, Elections Director
DATE: January 14, 2020

PURPOSE

To adopt a resolution setting the qualifying fees for each county office to be filled in 2020 and to authorize the Director of Elections to publish such fees in the legal organ prior to February 1, 2020.

BACKGROUND

The following offices are to be filled in 2020:

OFFICE	SALARY	3% QUALIFYING FEE
State Court Judge (Posts 1, 2, 3, 4, 6 & 7)	\$181,950.72	\$5,458.52
State Court Judge, Division II (Posts 2 & 5)	\$159,450.72	\$4,783.52
Commission Chairman	\$135,123.87	\$4,053.72
Clerk of State Court	\$119,354.43	\$3,580.63
Sheriff	\$114,030.36	\$3,420.91
Clerk of Superior Court	\$109,425.84	\$3,282.78
Tax Commissioner	\$109,425.84	\$3,282.78
Judge of Probate Court	\$109,425.84	\$3,282.78
Chief Magistrate Judge	\$109,425.84	\$3,282.78
County Commissioner, District 4	\$ 46,531.14	\$1,395.93
County Commissioner, District 2	\$ 44,095.93	\$1,322.88
County School Board (Districts 1, 3, 5 & 7)	\$ 19,000.00	\$ 570.00
Surveyor	no salary	\$ 15.00

O.C.G.A. 21-2-131 (a)(1)(A) states that qualification fees for each county office shall be fixed and published by the governing authority of the county no later than February 1 of the year in which a general primary, nonpartisan election, or general election is to be held. Except as otherwise provided in O.C.G.A. 21-2-131(a)(1)(B), such fee shall be 3 percent of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law if a salaried office.

IMPACT STATEMENT

N/A

FUNDING

Funding for advertising the qualifying fees is included in the Elections budget.

RECOMMENDATION

The Board of Commissioners adopt a resolution setting the qualifying fees for each county office to be filled in 2020 and authorize the Director of Elections to publish such fees in the legal organ prior to February 1, 2020.

ATTACHMENTS

1. 20RESOLUTIONBOC

**RESOLUTION
TO FIX AND PUBLISH A QUALIFYING FEE
FOR EACH COUNTY OFFICE TO BE FILLED
IN THE UPCOMING PRIMARY OR ELECTION
(PER O.C.G.A. 21-2-131)**

WHEREAS, the Official Code of Georgia, Annotated, Section 21-2-131, does require the governing authority of Cobb County, not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held, to fix and publish a qualifying fee for each County office to be filled in the upcoming primary or election;

THEREFORE, BE IT RESOLVED that the Board of Commissioners, as the governing authority of Cobb County, does hereby fix a qualifying fee for the County offices to be filled in the upcoming primary or election. Said qualifying fees shall be determined as set forth in O.C.G.A. 21-2-131 based on the salary amounts provided by Cobb County Human Resources and the Cobb County School District:

OFFICE	SALARY	3% QUALIFYING FEE
State Court Judge (Posts 1, 2, 3, 4, 6 & 7)	\$181,950.72	\$5,458.52
State Court Judge, Division II (Posts 2 & 5)	\$159,450.72	\$4,783.52
Commission Chairman	\$135,123.87	\$4,053.72
Clerk of State Court	\$119,354.43	\$3,580.63
Sheriff	\$114,030.36	\$3,420.91
Clerk of Superior Court	\$109,425.84	\$3,282.78
Tax Commissioner	\$109,425.84	\$3,282.78
Judge of Probate Court	\$109,425.84	\$3,282.78
Chief Magistrate Judge	\$109,425.84	\$3,282.78
County Commissioner, District 4	\$46,531.14	\$1,395.93
County Commissioner, District 2	\$44,095.93	\$1,322.88
County School Board (Districts 1, 3, 5 & 7)	\$ 19,000.00	\$570.00
Surveyor	no salary	\$15.00

BE IT FURTHER RESOLVED that the Board of Commissioners does hereby direct the Director of Elections to publish a notice of said qualifying fees in the official organ of the County prior to February 1, 2020.

So adopted this _____ day of _____, 2020.

Pam Mabry, Clerk
Cobb County Board of Commissioners



Elections and Registration

Item No. 11.

Janine Eveler, Elections Director

Districts 2,3, 4

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Janine Eveler, Elections Director
DATE: January 14, 2020

PURPOSE

To authorize the division of Dobbins 01 precinct in order to form the Dobbins 02 precinct.

BACKGROUND

The Dobbins 01 precinct currently has 6,239 active voters. The new facility housing precinct Dobbins 02, Calvary Baptist Church of Smyrna, will accommodate the registered voter base of 3,465. The remaining 2,774 voters will be accommodated by Windy Hill Community Center. Although not required by law to divide the precinct, this change is for easier election administration and convenience of the voters.

This change will be effective January 14, 2020 pending adoption by the Cobb County Board of Commissioners. The Cobb County Board of Elections and Registration adopted this change on January 13, 2020. Voters will be notified prior to the next election.

IMPACT STATEMENT

N/A

FUNDING

N/A

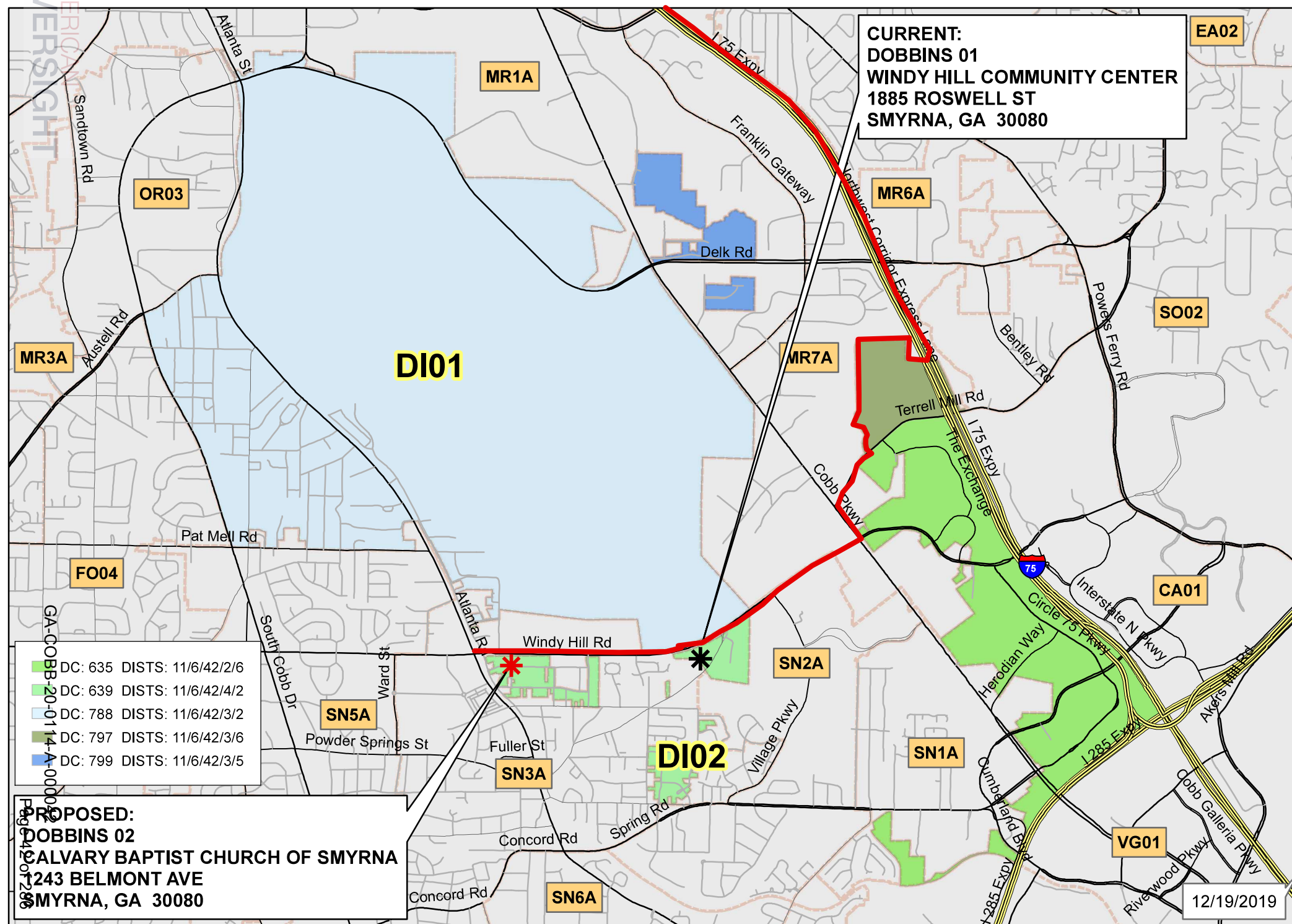
RECOMMENDATION

The Board of Commissioners authorize a change to divide the Dobbins 01 precinct in order to form the Dobbins 02 precinct. The polling place location for Dobbins 02 will be located at Calvary Baptist Church of Smyrna, 1243 Belmont Avenue SE, Smyrna, GA 30080. The remaining portion of Dobbins 01 will continue to vote at Windy Hill Community Center, 1885 Roswell Street SE, Smyrna, GA 30080.

ATTACHMENTS

1. DI01 DI02 Map

 PROPOSED POLLING PLACE
 CURRENT POLLING PLACE





Elections and Registration

Janine Eveler, Elections Director

District 3

Item No. 12.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Janine Eveler, Elections Director
DATE: January 14, 2020

PURPOSE

To authorize the division of Bells Ferry 03 precinct in order to form the Bells Ferry 04 precinct.

BACKGROUND

The Bells Ferry 03 precinct currently has 5,720 active voters. The new facility housing precinct Bells Ferry 04, Shiloh Hills Baptist Church, will accommodate the registered voter base of 3,440. The remaining 2,280 voters will be accommodated by Noonday Baptist Church. Although not required by law to divide the precinct, this change is for easier election administration and convenience of the voters.

This change will be effective January 14, 2020 pending adoption by the Cobb County Board of Commissioners. The Cobb County Board of Elections and Registration adopted this change on January 13, 2020. Voters will be notified prior to the next election.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners authorize the change to divide the Bells Ferry 03 precinct, Noonday Baptist Church, 4120 Canton Road, Marietta, GA 30066 and create Bells Ferry 04 precinct. The polling place location for Bells Ferry 04 will be located at Shiloh Hills Baptist Church, 75 Hawkins Store Road NW, Kennesaw, GA 30144.

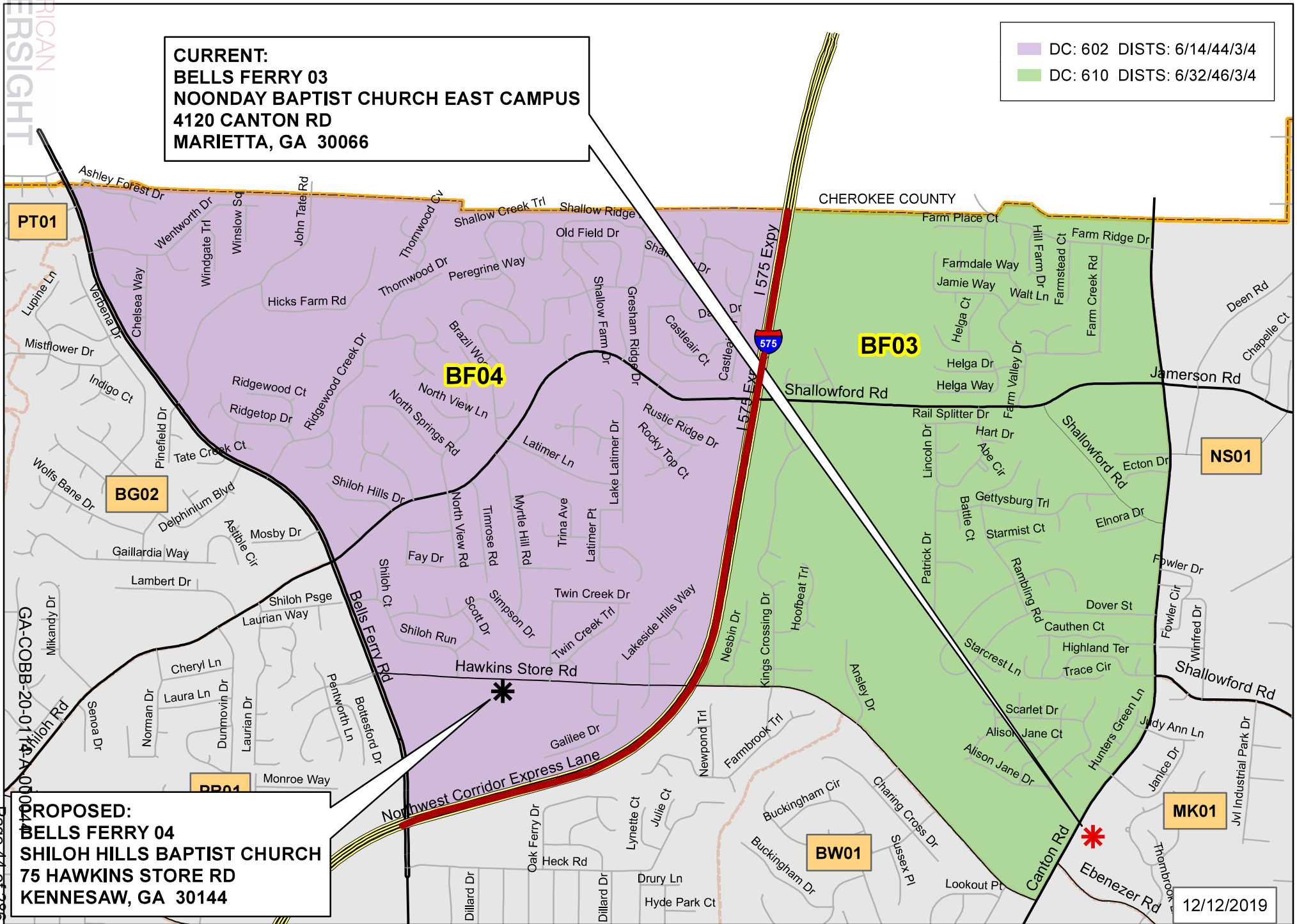
ATTACHMENTS

1. BF03 BF04 Map

CURRENT:
BELLS FERRY 03
NOONDAY BAPTIST CHURCH EAST CAMPUS
4120 CANTON RD
MARIETTA, GA 30066

DC: 602 DISTS: 6/14/44/3/4
DC: 610 DISTS: 6/32/46/3/4

PROPOSED:
BELLS FERRY 04
SHILOH HILLS BAPTIST CHURCH
75 HAWKINS STORE RD
KENNESAW, GA 30144





Elections and Registration

Item No. 13.

Janine Eveler, Elections Director

Districts 2,4

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Janine Eveler, Elections Director
DATE: January 14, 2020

PURPOSE

To authorize the division of Smyrna 3A precinct in order to form the Smyrna 3B precinct.

BACKGROUND

The Smyrna 3A precinct currently has 6,535 active voters. The new facility housing precinct Smyrna 3B, Shiloh Seventh Day Adventist Church, will accommodate the registered voter base of 2,319. The remaining 4,216 voters will be accommodated by Smyrna Community Center. Although not required by law to divide the precinct, this change is for easier election administration and convenience of the voters.

This change will be effective January 14, 2020 pending adoption by the Cobb County Board of Commissioners. The Cobb County Board of Elections and Registration adopted this change on January 13, 2020. Voters will be notified prior to the next election.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners authorize the change to divide the Smyrna 3A precinct in order to form the Smyrna 3B precinct. The polling place location for Smyrna 3B will be located at Shiloh Seventh Day Adventist Church, 810 Church Street SE, Smyrna, GA 30080. The remaining portion of Smyrna 3A will continue to vote at Smyrna Community Center, 200 Village Green Circle SE, Smyrna, GA 30080.

ATTACHMENTS

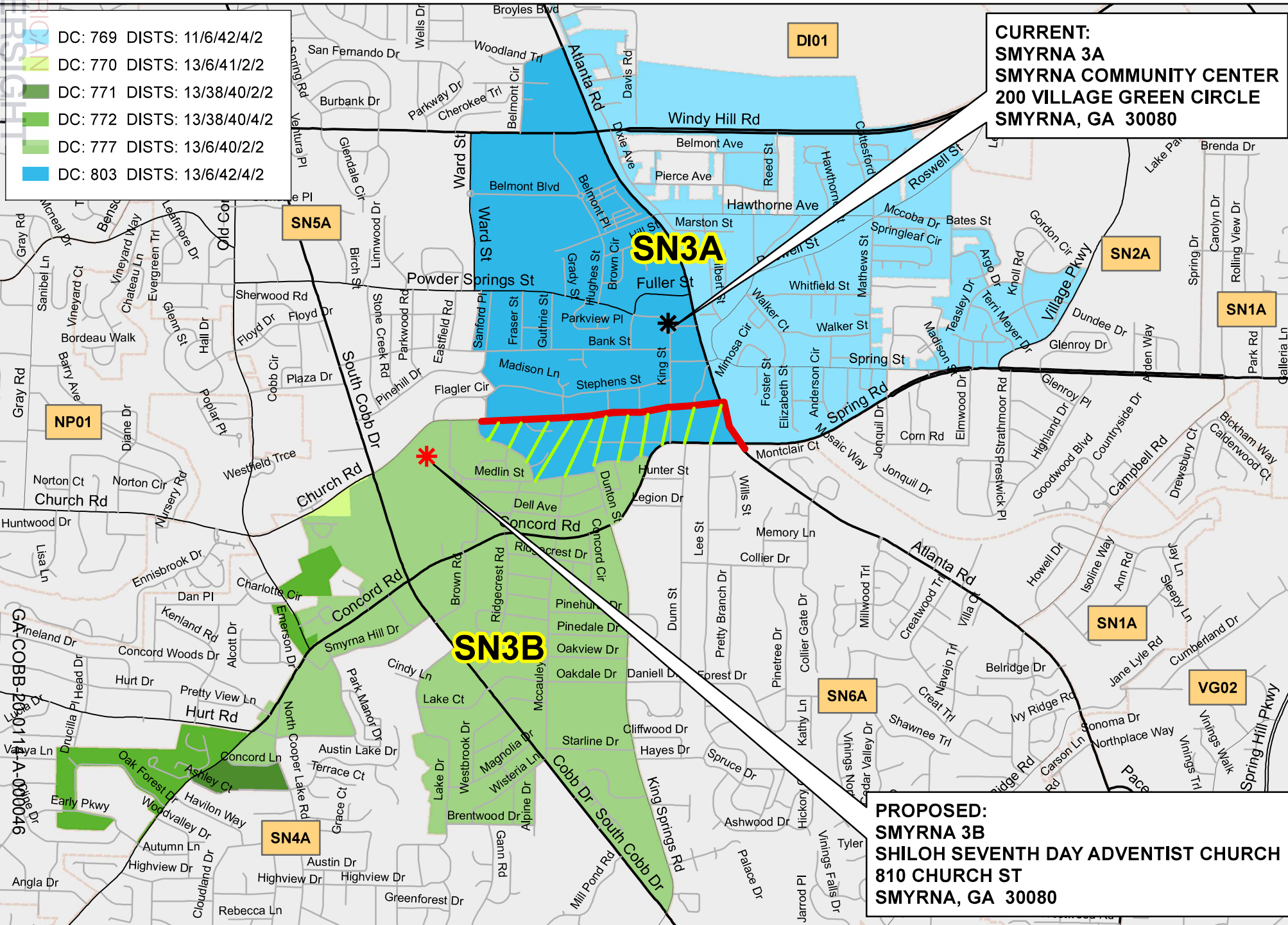
1. SN3A SN3B Map

**SMYRNA 3A/3B
(SN3A/SN3B)**

KEY: DC: DISTRICT COMBO

DISTS: CONG/SENATE/HOUSE/COMM/SCHBD

*** PROPOSED POLLING PLACE**
*** CURRENT POLLING PLACE**





Support Services

Eddie Canon, Support Services Agency
Director
District 4

Item No. 14.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Eddie Canon, Support Services Agency Director
DATE: January 14, 2020

PURPOSE

To authorize the sale of certain real property located in Land Lot 444, 17th District, 2nd Section situated at the intersection of Atlanta Road and Pat Mell Road in Smyrna, Georgia not required for County purposes to Parklane Capital II, LLC, through the brokerage firm of McWhirter Realty Partners.

BACKGROUND

On March 13, 2012, The Board of Commissioners authorized the Property Advisory Commission to negotiate the scope, fee and contract terms and conditions for commercial brokerage services related to the lease and sale of various county owned properties not required for county purposes.

On March 27, 2012, the Board approved a contract for such brokerage services with McWhirter Realty Partners.

On April 11, 2012 a Brokerage Agreement was entered into with McWhirter Realty Corporation, d.b.a. McWhirter Realty Partners, upon terms and conditions recommended by the Property Advisory Commission, as negotiated with the assistance of the County Attorney's Office and approved by the Board. On June 13, 2017, the Board of Commissioners authorized an extension of the Brokerage Agreement with McWhirter Realty Partners, LLC for a period of one hundred twenty days to August 10, 2017. On July 25, 2017, the Board of Commissioners approved a contract with McWhirter Realty Partners for commercial real estate brokerage services related to the sale and lease of Cobb County properties and the purchase of new properties for use by the County.

A Purchase and Sale Agreement ("Offer") to purchase this property for the sum of \$150,000.00 has been submitted by Parklane Capital II, LLC through McWhirter Realty Partners. The Property Advisory Commission recommends that this property be sold to Parklane Capital II, LLC for that price and pursuant to the terms of the Offer to purchase. The sale of this property would bring additional revenue to the County. All net proceeds after expenses (i.e. appraisals, real estate broker fees, sale, and closing costs) will go into a surplus property account to be used for one-time expenditures as brought forward by the County Manager for Board of Commissioner appropriations.

IMPACT STATEMENT

N/A

FUNDING

Property was initially acquired as a condemnation associated with the 1994 SPLOST TIP. Proceeds up to the initial acquisition cost will be returned to the DOT TIP Fund for additional SPLOST approved expenditures.

Increase Revenue:	340-050-7512-D12A-4944-D12A0-R	(Sale of Salvage Property)	\$150,000.00
Increase Expenditure	340-050-7512-D12A-8741-D12A0-R	(Right-of-Way Appropriations)	\$150,000.00

RECOMMENDATION

The Board of Commissioners authorize the sale of certain county-owned property located in Land Lot 444, 17th District, 2nd Section situated at the intersection of Atlanta Road and Pat Mell Road in Smyrna, Georgia no longer required for County purposes to Parklane Capital II, LLC, through the brokerage firm of McWhirter Realty Partners, in the amount of \$150,000.00, pursuant to the terms of the attached Purchase and Sale Agreement; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Agreement Purchaser Executed

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2019 ("Effective Date"), by and between **COBB COUNTY, GEORGIA**, a political subdivision of the state of Georgia (hereinafter referred to as "Seller") and **PARKLANE CAPITAL II, LLC**, a Georgia limited liability company (hereinafter referred to as "Purchaser").

WITNESSETH:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1.0 Agreement to Sell and Purchase: Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, all that tract or parcel of land being and located in Land Lot 444, 17th District, 2nd Section, Cobb County, Georgia, consisting of approximately 0.324 acres, situated at the intersection of Atlanta Road and Pat Mell Road, in Smyrna, Georgia, as further described on **Exhibit "A"**, attached hereto and by reference made a part hereof.

2.0 Purchase Price: The purchase price for the Property shall be ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) (the "Purchase Price"), payable at Closing, subject to adjustment for the prorations as provided herein, to Seller via wire transfer in immediately available funds.

3.0 Earnest Money: Seller shall, within three (3) business days of the Effective Date of this Agreement, deposit the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) ("Earnest Money") with the law firm of Gregory, Doyle, Rogers & Calhoun, P. C. ("Escrow Agent"). The Earnest Money shall be applied to the Purchase Price at Closing, and shall be refundable to Purchaser if, and only if: (i) Purchaser elects to terminate this Agreement on or before the last day of the initial Due Diligence Period, or (ii) Seller defaults upon its obligations hereunder beyond the expiration of any applicable notice and cure period.

4.0 Due Diligence: Purchaser, its agents or representatives, shall have the right at reasonable times during normal business hours after notice to Seller, for a period of ninety (90) days from and after the Effective Date, to enter upon the Property for the purposes of conducting soil tests, borings, percolation tests, and any other tests, inspections, or examinations that Purchaser desires in regard to the Property ("Diligence Period"). Purchaser shall be responsible for the payment of any inspection fees, appraisal fees, engineering fees or other expenses of any kind incurred by Purchaser in the inspection or investigation of the Property. Purchaser shall immediately remove from title to the Property or bond off any mechanics or other liens associated with such due diligence. After any such entry or inspection, Purchaser shall promptly restore the Property to its prior condition. Purchaser shall, to the fullest extent of the law, indemnify, defend and hold Seller harmless from any and all actions, suits, liens, claims, damages, expenses, losses, and liabilities (including reasonable attorney's fees and expenses) arising from or related to Purchaser's agents' or contractors' entry upon the Property or any such

inspection or study performed thereby, which indemnity shall survive the Closing or the termination of this Agreement.

If, after such tests, inspections, or examinations, Purchaser finds, in its reasonable discretion, the Property unsuitable for Purchaser's contemplated use or development, Purchaser may notify Seller in writing prior to the termination of the Due Diligence Period that Purchaser has elected to terminate this Agreement. In the event Purchaser does not timely elect to terminate this Agreement in accordance with this Section 4.0, Purchaser shall be deemed to have waived this termination right. Upon such termination, the Earnest Money shall be returned to Purchaser, less the sum of One Hundred Dollars (\$100.00), which is paid as independent consideration to Seller. If Purchaser terminates this Agreement after the end of the Inspection Period, all Earnest Money shall be sent to Seller. Upon the termination of this Agreement pursuant to this subparagraph, the parties shall have no further obligations, rights, or duties hereunder, except those terms that expressly survive the termination of this Agreement.

5.0 "AS IS" CONDITION: PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT PURCHASER WILL HAVE, AS OF CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE STATUS OF TITLE TO THE PROPERTY AND THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, PURCHASER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY BY PURCHASER AND THAT PURCHASER IS PURCHASING AND AT CLOSING WILL ACCEPT THE PROPERTY ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS WITHOUT REPRESENTATIONS, WARRANTIES AND COVENANTS EXPRESSED OR IMPLIED OF ANY KIND OR NATURE, AS TO HABITABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSE, PHYSICAL, STRUCTURAL, ENVIRONMENTAL OR OTHER CONDITION THEREOF OR OTHERWISE, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

6.0 Representations and Warranties:

6.1 Seller. Seller represents and covenants to Buyer that there are no actions, suits or proceedings pending or threatened against, by or affecting Seller or the Property; Seller has the authority to convey the Property to Buyer without the joinder of any other person or entity; on the Closing Date, Seller 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 Property for which any person could claim a lien against the Property; and the Property will be delivered to Buyer at Closing free and clear from any leases, contracts and tenants in possession. Each representation and warranty of Seller 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.

6.2 Purchaser. Purchaser represents and warrants to Seller as follows: Purchaser is duly organized and legally existing under the laws of the State of Georgia. The execution and delivery of, and Seller's performance under, this Agreement are within Purchaser's powers and have been duly authorized by all requisite corporate action; the person executing this Agreement on behalf of Purchaser has the authority to do so; this Agreement constitutes the legal, valid and binding obligation of Purchaser 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 Purchaser is a party or by which Purchaser might be bound. Each representation and warranty of Purchaser 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.

7.0 Title:

Seller agrees to convey good and marketable fee simple title to the Property to Purchaser at Closing by limited warranty deed. "Good and marketable fee simple title" is hereby defined as title which is insurable by a national title insurance company licensed to do business in the State of Georgia at its regular rates on an ALTA Owner Policy, without exception other than the following "Permitted Title Exceptions": (1) zoning ordinances affecting said Property; (2) general utility easements of record serving said Property upon which any buildings on the Property do not encroach; (3) current city, state and county ad valorem property and sanitary taxes not yet due and payable; (4) covenants or restrictions then on record reasonably acceptable to Purchaser; and, (4) such other easements, restrictions and encumbrances specified in this Agreement or in **Exhibit "B"** attached hereto and by reference incorporated herein.

Purchaser shall have the right, prior to the expiration of the Due Diligence Period, to examine title to the Property and to furnish Seller with a written statement of objections to matters adversely affecting said title, excluding the Permitted Title Exceptions. Seller shall, within ten (10) business days after receipt of such statement of objections, advise Purchaser in writing that it either will, or elects not to, correct such matters. Seller may, but shall have no obligation to, cure any title matters. If Seller does not, or elects not to, cure such objections, on or prior to the Closing Date, then Purchaser, at its option, may (a) terminate this Agreement by written notice to Seller prior to the Closing Date, or (b) waive such objections and proceed to Closing accepting title to the Property subject to such matters without offset or deduction from the Purchase Price. If Purchaser elects to terminate this Agreement, the Earnest Money shall be returned to Purchaser, less the sum of One Hundred Dollars (\$100.00), and the parties shall have no further obligations, rights, or duties hereunder, except those terms that expressly survive the termination of this Agreement.

8.0 Survey: Purchaser may obtain a current survey of the Property. In the event such survey reveals any encroachments or other matters unacceptable to Purchaser, in its reasonable discretion, Purchaser shall have the right to object to such survey matters by written notice to Seller prior to the expiration of the Due Diligence Period. Seller shall have the right to cure or

elect not to cure such survey matter in the manner as provided in Section 7.0 above. If Seller elects not to, fails to, or is unable to cure such survey matters prior to Closing as provided in Section 7.0 above, then Purchaser shall have the right to: (a) waive any remaining uncured survey matters and proceed to Closing; or (b) cancel this Agreement. If Purchaser elects to cancel this Agreement, the Earnest Money shall be returned to Purchaser, less the sum of One Hundred Dollars (\$100.00), and the parties shall have no further obligations, rights, or duties hereunder, except those terms that expressly survive the termination of this Agreement.

9.0 Default

9.1 Seller's Default: If, prior to or at the Closing, Seller defaults hereunder, or shall have failed to perform any of the covenants or agreements contained in this Agreement which are to be performed by Seller, or if any warranty or representation made by Seller herein is not true and correct, then Purchaser shall have the right to (a) specific performance of this Agreement; or (b) terminate this Agreement, whereupon the Earnest Money shall be returned to Purchaser and the parties shall be relieved of all further obligations and liabilities arising out of the Agreement, except for those obligations which by their express terms survive the termination of this Agreement. Purchaser waives the right to pursue any other remedies at law or in equity for Seller's default.

9.2 Purchaser's Default. If, prior to or at the Closing, Purchaser defaults hereunder, or shall have failed to perform any of the covenants or agreements contained in this Agreement which are to be performed by Purchaser, or if any warranty or representation made by Purchaser herein is not true and correct, then Seller shall have the right to (a) specific performance of this Agreement; (b) pursue any remedies available to Seller, at law or in equity, due to such default by Seller; and/or (c) terminate this Agreement, whereupon the earnest money shall be paid to Seller and the parties shall be relieved of all further obligations and liabilities arising out of the Agreement, except for those obligations which by their express terms survive the termination of this Agreement.

10.0 Condition to Closing. The obligation of Seller to consummate the transaction contemplated by this Agreement is subject to the following conditions which, if not fulfilled by the Closing or as otherwise provided herein, shall entitle Seller, at its option, to terminate the Agreement:

(a) Timely Performance. Purchaser shall have timely complied with its obligations hereunder;

(b) Truth and Accuracy. All warranties and representations made by Purchaser herein shall have been and remain truthful in all material respects.

(c) Approval of the Board of Commissioners. Seller's obligation to sell the Property shall be contingent upon the approval by the Cobb County Board of Commissioners of the transactions contemplated by this Agreement. In the event the Board of Commissioners fails to approve this transaction prior to the expiration of the Due Diligence Period, this Agreement shall terminate automatically without further action of the parties, whereupon the Earnest Money shall be refunded to Purchaser and the parties shall be relieved of

all further obligations hereunder, except for those obligations which expressly survive the termination of this Agreement.

(d) Appraisal. Seller's obligation to close the transaction contemplated by this Agreement is contingent upon Seller obtaining an appraisal establishing the fair market value of the Property as being equal to or less than the Purchase Price, as required by law. In the event this contingency is not satisfied prior to the expiration of the Due Diligence Period, Seller shall have the right to terminate the Purchase Agreement upon written notice to Purchaser, in which event the Escrow Agent shall return the Earnest Money to Purchaser, and the parties shall have no further obligations hereunder, except for those obligations that expressly survive the termination of this Agreement.

11.0 Closing and Closing Costs:

11.1 Closing. The consummation of the transactions described herein (herein referred to as "Closing") will be held at the law offices of Gregory, Doyle, Rogers & Calhoun, P. C. ("Closing Attorney"). The closing shall take place on or before the date that is fifteen (15) days after the expiration of the Due Diligence Period, or such other date as is agreed to by the parties ("Closing Date"). Seller and Purchaser agree to comply with, and to execute and deliver such certifications, affidavits, and statements as are required at the closing in order to meet the requirements of the Internal Revenue Code Section 1445 (Foreign/Non-foreign Sellers). Seller and Purchaser agree to reasonably cooperate with one another to deliver documents in escrow to the Closing Attorney to avoid the need for representatives of Seller and Purchaser to attend the Closing. The Closing Attorney will represent Seller at the Closing.

11.2 Closing Costs. At Closing, Purchaser shall pay the cost of the title commitment, owner's policy of title insurance and any obligation for real estate brokers' fees or finders' fees and all other costs incurred by Purchaser with respect to the Property. Seller shall pay costs related to the payment and satisfaction of any mortgage indebtedness for which the Property is pledged as security, recording of the Limited Warranty Deed to Purchaser, the Georgia Transfer Tax, if any, Seller's attorney's fees, and any obligation for real estate brokers' fees or finders' fees incurred by Seller with respect to the Property.

Ad valorem taxes, if any, shall be prorated as of the Closing Date. If Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be based upon the tax rate for the immediately preceding year applied to the latest assessed valuation for the Property. The parties agree to adjust the proration of taxes within thirty (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 11.2 shall survive the Closing. Each party shall pay its own attorneys fees incurred in connection with the transaction that is the subject of this Agreement. Seller and Purchaser shall each pay one-half (1/2) of any reasonable and actual charges for the Escrow Agent for holding the Earnest Money.

12.0 Closing Documents:

12.1 By Seller. At the Closing Seller shall execute and deliver to Purchaser the following documents and instruments prepared by Purchaser, each duly executed and acknowledged:

(i) a Limited Warranty Deed, dated as of the Closing Date, conveying the Property to Purchaser or its permitted assigns;

(ii) a Closing Statement;

(iii) an affidavit of title and such other documents acceptable to Seller as may be reasonably required by the title insurance company to issue title insurance to Purchaser;

(iv) an executed certificate with respect to Seller's non-foreign status sufficient to comply with the requirements of Section 1445 of the Code;

(v) a lien waiver executed by Seller's broker confirming that such broker waives, releases and fully discharges any and all lien, claims of lien, or any rights, power or interest that broker has with respect to the Property pursuant to O.C.G.A. §§ 44-14-600. *et. seq.* or otherwise;

(vi) such other instruments documents as may be reasonably required by and acceptable to Purchaser's counsel or the Closing Attorney to consummate the transactions contemplated by this Agreement.

12.2 By Purchaser. At the Closing Purchaser shall do, execute and deliver to Seller the following documents and instruments prepared by Purchaser, each duly executed and acknowledged:

(i) pay to the Seller the Purchase Price set forth in Section 2.0, adjusted as provided herein, by wire transfer in immediately available funds to a bank account designated by the Seller.

(ii) provide evidence reasonably acceptable to Seller, authorizing the consummation by Purchaser of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Purchaser.

(iii) a Closing Statement;

(iv) a lien waiver executed by Purchaser's broker confirming that such broker waives, releases and fully discharges any and all lien, claims of lien, or any rights, power or interest that broker has with respect to the Property pursuant to O.C.G.A. §§ 44-14-600. *et. seq.* or otherwise;

(v) such other instruments documents as may be reasonably required by and acceptable to Seller's counsel or the Closing Attorney to consummate the transactions contemplated by this Agreement.

13.0 Possession. Seller shall deliver possession of the Property to Purchaser at Closing.

14.0. Waiver: The failure of any party to exercise any right hereunder, or to insist upon strict compliance with the terms and conditions of the Agreement, and no custom or practice of Seller or Purchaser at variance with the terms and conditions of this Agreement shall constitute a waiver hereunder.

15.0. Entire Agreement: This Agreement constitutes the entire agreement and understanding concerning the purchase and sale of the Property contemplated hereby. This Agreement may not be changed orally, but only by an amendment in writing signed by Purchaser and Seller.

16.0. Notices: All notices shall be in writing, and shall be deemed to have been duly given (a) at the time and on the date when received if personally delivered (b) on the first business day after having been delivered to a nationally recognized overnight air courier service and with a commercial courier for next day delivery, or (c) three business days after having been deposited in registered or certified mail, return receipt requested to the addresses below.

SELLER:

Cobb County, Georgia
100 Cherokee Street, Suite 300
Marietta, Georgia 30090;

With a copy to:
County Attorney
Suite 350, 100 Cherokee Street
Marietta, Georgia 30090;

PURCHASER:

Parklane Capital II, LLC
111 Village Pkwy Bldg 2
Marietta Ga 30067

Either party may, from time to time, by five (5) days' prior written notice to the other party, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

17.0 Survival: Any provisions of this Agreement and all warranties, representations and covenants made herein, shall survive the Closing.

18.0 Governing Law: This Agreement shall be governed by the laws of the State of Georgia. The parties agree exclusive venue shall lie in Cobb County, Georgia.

19.0 Risk of Loss: Risk of Loss. Seller shall bear the risk of loss with respect to the Property until the Closing Date.

20.0 Brokers: Seller and Buyer warrant and represent to each other that they have not employed or dealt with any other real estate agent or broker relative to the sale and purchase of the Property, other than McWhirter Realty Partners, LLC on behalf of Seller, whose commission shall be paid by Seller at Closing. Purchaser agrees to indemnify and hold Seller harmless from and against any claims for any other real estate brokerage commissions.

21.0 Assignment/Binding Effect: This Agreement, and the rights and obligations hereunder, may not be assigned by either party without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. The Agreement shall be fully binding on and enforceable against all parties hereto and their respective heirs, administrators, successors, and permitted assigns.

22.0 TIME IS OF THE ESSENCE OF THIS AGREEMENT.

23.0 Severability: Should any portion of this Agreement be deemed invalid, illegal or unenforceable for any reason by a court or body of competent jurisdiction, then the remaining portions of this Agreement shall remain in full force and effect.

24.0 Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by Purchaser and Seller.

25.0 Rights Cumulative: All rights, powers and privileges conferred hereunder will be cumulative and not restrictive of those given by law, except where otherwise expressly provided herein.

26.0 No Strict Construction. The parties hereto have participated jointly in the negotiation and/or drafting of this Security Instrument. In the event an ambiguity or question of intent or interpretation arises with respect to this Security Instrument, this Agreement shall be construed as if drafted jointly by the Seller and Purchaser and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

26.0 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one Agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to any other counterpart.

27. Phase 1/Phase 2/ No further action letter from EPA/EPA
Seller shall provide purchaser with the information within
5 Business days of contract execution.

GA-COBB-20-0114-A-000056

IN WITNESS WHEREOF, the parties have set their hands and seals and agreed to be bound hereby as of the day and year first above written.

SELLER:
COBB COUNTY, GEORGIA

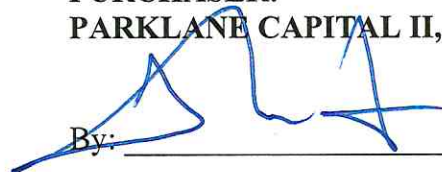
By: _____
Michael H. Boyce, Chairman
Board of Commissioners

Approved as to Form:

By: _____
County Attorney

Attest: _____
County Clerk

PURCHASER:
PARKLANE CAPITAL II, LLC

By:  _____

Name: Thornton W. Morris Jr

Title: Partner

EXHIBIT "B"
PERMITTED TITLE EXCEPTIONS

1. Taxes and assessments not yet due and payable
2. Zoning ordinances affecting the Property
3. Utility, sewer and drainage easements and other matters of record, not affecting Purchaser's proposed use of the Property
4. Rights of ways of all public roads



Information Services

Item No. 15.

Sharon Stanley, Information Services
Director
Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Sharon Stanley, Information Services Director
Tony Hagler, Human Resources Director
Ross Cavitt, Communications Director
Eddie Canon, Support Services Agency Director

DATE: January 14, 2020

PURPOSE

To approve the proposed Technology and Social Media policies and standards and to approve the Conduct and Performance Policy which has been reformatted to reference the new Information Technology Policy and associated standards.

BACKGROUND

Information Services is responsible for all information technology systems and technology resources for the County. The Information Technology Policy is established to protect the County's information technology systems and technology resources and authorizes the IS Director to create, maintain, and communicate information technology and security standards concerning the use, protection, and preservation of all County information technology systems and technology resources.

The Information Technology Policy and the associated technology standards replace two existing BOC approved documents which are now outdated 1) Policy and Standards for Information Technology (Adopted 10/05, revised 5/09) and 2) Electronic Communications Security (Adopted 10/05).

The Conduct and Performance Policy which is maintained by Human Resources was reformatted and references to the outdated policy and standard were replaced to reference the new Information Technology Policy and associated standards.

A new Social Media Policy (internal) and Social Media Terms of Use Policy (public) have been created by the Communications Department. The internal policy provides guidance to county employees who are designated as social media administrators. The terms of use policy establishes terms of use with regard to Cobb County social media sites and advises the public of the procedures governing public comment on County social media sites.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve the proposed policies and standards regarding Technology and Social Media and approve the reformatted Conduct and Performance Policy which references these new policies.

ATTACHMENTS

1. (IS) Information Technology Policy 2020
2. Conduct-and-Performance-Policy 2020
3. Social Media Administration Policy (Internal) 2020
4. Social Media Terms of Use Policy (Public) 2020



(IS) Information Technology Policy

Effective Date: January 14, 2020

Policy Owner	Board of Commissioners (BOC)
Policy Reviewer(s)	IS Division Directors, IS Technology Services Managers, County Attorney, Support Services Agency Director, County Manager
Policy Approver(s)	IS Director and Board of Commissioners (BOC)
Replaces	Electronic Communications and Security Policy (Adopted 10/25/2005) Information Technology Security Standards (Adopted 10/05, rev. 3/07, 5/09)
Related Policies	Conduct and Performance Policy (BOC Only) Adopted 11/89; Revised 6/92, 12/96, 4/06, 10/15, 1/20 No Harassment and No Discrimination Policy (BOC Only) Adopted 6/92; Revised 4/00, 4/06, 12/11
Related Standards	(IS) Technology Acceptable Use Standards (IS) Technology User Account Standards (IS) Technology Infrastructure Security Standards (IS) Network Security Standards
Storage Location	iCobb
IS Last Review Date	December 2019
IS Next Review Date	December 2021
IS Review Cycle	Every 2 years
Employee Acknowledgement	Annually

1. INTRODUCTION

Technology is mission-critical for the delivery of virtually all Cobb County (County) services. Information technology systems are an integral part of every agency. These resources and the data in them must be used responsibly to avoid equipment loss or data compromise. The Information Services (IS) Director is responsible for establishing standards that protect the County's information technology resources.

The IS Department is responsible for all information technology systems and technology resources for the County. Although departments, offices, agencies, programs, and individuals may use and have responsibility for managing these resources, the County itself retains ownership.

2. PURPOSE

This policy is established to protect the County's information technology systems and technology resources and authorizes the IS Director to create, maintain, and communicate information technology and security standards concerning the use, protection, and preservation of all County information technology systems and technology resources. These standards include, but are not limited to: (IS) Technology Acceptable Use Standards, (IS) Technology User Account Standards, (IS) Technology Infrastructure Security Standards, (IS) Network Security Standards.

3. SCOPE

This policy applies to all County agencies, elected offices, departments, full-time, part-time and temporary employees, volunteers, service providers, vendors, contractors, and any other entities that access County technology resources. Users who have questions regarding this policy may contact IS at 770-528-8740.



(IS) Information Technology Policy

4. GOVERNING LAWS, REGULATIONS & STANDARDS

Guidance	Section
Georgia Computer Systems Protection Act	O.C.G.A. 16-9-90, et seq.
Georgia Open Records Act	O.C.G.A. 50-18-70, et seq.
Georgia Archives as adopted by County Code	https://www.georgiaarchives.org/records/retention_schedules
And all other applicable laws and regulations	

5. ROLES AND RESPONSIBILITIES

The IS Director will decide when a new policy or standard needs to be developed to protect the County's technology resources. The IS Director will bring policy recommendations and changes to the Board of Commissioners (BOC) for approval. The County Attorney will be consulted on policy matters as needed.

Role	Responsibilities
IS Director	Protect County IT Resources - Recommend technology and security policies and updates to BOC for approval. - Recommend and approve technology and security standards as needed.
IS Division Directors	Serve as owners/approvers of technology standards - Serve as reviewers on all technology policies and standards. - Ensure that appropriate standards for information, data, equipment and technology access are established for each of their areas of management. - Regularly review all technology policies and standards for updates.
Agency/Department Management	Ensure compliance with policies and standards - Protect technology resources assigned within their departments. - Identify to IS any potential risks and threats not identified.
Application Owners	Identify to IS the required access levels for agency/department application owners.
County agencies, elected offices, departments, full-time, part-time and temporary employees, volunteers, service providers, vendors, contractors, and any other entities that access County technology resources	Comply with IT policies and standards - Read and adhere to County technology policy and standards. - Protect technology resources as assigned in the conduct of County business. - Identify to IS or Departmental Management any potential risks and threats not identified. - All employees are required to sign and acknowledge they have received and reviewed the IT policy and all technology standards.

6. POLICY

The following policy statements are established to protect the County's technology resources:

6.1 (IS) Technology Acceptable Use Standards (*Acceptable Uses*)

Technology resources are provided by the County for users to perform their County job responsibilities and to enhance their ability to conduct the County's business. It is the user's responsibility to use these resources for business purposes and to help protect County technology resources and information.

County technology and information is considered County property, and there should be no



(IS) Information Technology Policy

expectation of privacy when using resources such as email, files, data, etc. from County devices or through County systems.

For additional details see the (IS) Technology Acceptable Use Standards.

6.1.1 Email

6.1.1.1 The County retention period for email in the Outlook system is 5 years. Departments, agencies and employees are responsible for the retention of emails or records in compliance with all applicable laws and regulations, including the Local Government Record Retention Schedules.

6.1.1.2 The County archives all incoming and outgoing email onto a separate storage system. Archived emails will be retained for 10 years unless on administrative or legal hold. Prior to initiating the first 10-year purge (2030), IS will seek approval from the County Attorney.

6.1.1.3 To the extent required by law, including, but not limited to the Georgia Records Act, O.C.G.A. § 50-18-90 et seq., each individual County department and agency shall be responsible for complying with all applicable laws and regulations, including the Local Government Record Retention Schedules.

6.1.2 Personal Devices

6.1.2.1 Users may utilize a personal device to access the County's technology resources if they have approval from their Department Director or designee and the IS Director. Although use of a personal device for County business purposes may be efficient, it is not the preferred method and may subject information on that device to Georgia's Open Records Act.

6.1.2.2 Users are responsible for ensuring their personal devices and connections to the County's network are in compliance with the County's security standards. These standards can be found on iCobb in the (IS) Technology Acceptable Use Standards and the (IS) Technology User Account Standards.

6.1.3 Internet Websites

All County domain names must be approved by the IS Director and Communications Director. The domain name registration is controlled and maintained by the County Webmaster. Submit domain name requests to web@cobbcounty.org.

6.1.3.1 Elected Officials may obtain and maintain their own domain names. They should provide the domain name information to the IS webmaster at web@cobbcounty.org to ensure IS has a complete list of Cobb County domain names. IS does not maintain elected official's domain security or websites.

6.1.4 Privileged or Confidential Information

Pursuant to the [Conduct and Performance Policy \(BOC Only\)](#), an employee who deals with plans, programs, and other information of significant interest may only release information the employee has authority and responsibility to release to persons authorized to receive such information. (Go to iCobb or click the link above to access the policy).

Agency/Department Heads, Division Managers, other supervisors, and Department representatives who are entrusted with confidential employee information must hold that



(IS) Information Technology Policy

information in the strictest confidence. Unless the information needs to be conveyed for a business purpose, the information should not be discussed.

Privileged or confidential information must be submitted via secure methods. See (IS) Technology Acceptable Use Standards section 5.6 "File Transmissions" for details.

6.2 (IS) Technology Acceptable Use Standards (*Prohibited Uses*)

Users who access the County's technology resources will not:

- 6.2.1 Create, send, copy, or forward any fraudulent, defamatory, obscene, threatening, intimidating, offensive, harassing, discriminatory, or disruptive messages, e-mails, or chain messages. Such prohibited uses include any communication which violates County policy, standards and/or state or federal law. If a user receives material believed to be in violation of the County's [No Harassment and No Discrimination Policy \(BOC Only\)](#), the user should report the incident as advised in the [No Harassment and No Discrimination Policy \(BOC Only\)](#). (Go to iCobb or click the links above to access the policy.)
- 6.2.2 Create, send, copy, or forward any messages, e-mails, or chain messages that violate the County's [Conduct and Performance Policy \(BOC Only\)](#). (Go to iCobb or click the links above to access the policy.)
- 6.2.3 Access, view or download any non-business-related information from any website, chat room, newsgroup, messaging, e-mail or any other electronic location of an adult nature (obscene, sexual, or pornographic) unless pursuant to County business (i.e., law enforcement, public safety, sheriff, judicial).
- 6.2.4 Transmit any messages anonymously or using an assumed name; attempt to obscure the origin of a message or misrepresent a user's job title or position with the County; and/or allow any other person to utilize a user's protected information to access County resources or information.

EXCEPTION: The following groups are exempt:

- Law enforcement investigation units
- IS staff for cyber security training purposes

- 6.2.5 Engage in any illegal acts involving electronic communications, including criminal acts outlined in the Georgia Computer Systems Protection Act, O.C.G.A. Sec. 16-9-90, et seq. Criminal acts contained in that statute include: computer theft (unauthorized use with the intention to take, appropriate, obtain, or appropriate the property of another); computer trespass (unauthorized use with the intention of deleting a program or data, of interfering with the use of a program or data, or of altering, damaging, or causing a malfunction of a computer, computer network or computer program); computer invasion of privacy (use with the intention to examine employment, medical, salary, credit, or other financial or personal data without authority); computer forgery (creation, alteration, or deletion of data contained in any computer or computer network); and computer password disclosure (unauthorized disclosure of a password for accessing a computer/computer network).
- 6.2.6 Use another person's log-in credentials.
- 6.2.7 Access or download gambling sites.



(IS) Information Technology Policy

6.2.8 Send information that violates or unlawfully infringes on the rights of any other person (including but not limited to copyrights and software licenses).

6.2.9 Download, install or run security programs or utilities, such as, password cracking programs, packet sniffer, or port scanners that reveal or exploit weaknesses in the security of technology resources.

EXCEPTION: The following groups are exempt:

- Law enforcement investigation units
- IS staff for cyber security training purposes

6.2.10 Circumvent County security measures.

Since it is impossible to specify every instance that might result in a violation of the Information Technology Policy or Related Standards as listed in section 7 below and on the chart on page 1, a standard of reasonableness will apply to determine whether a user's use of technology is unacceptable.

6.3 (IS) Technology User Account Standards

6.3.1 Information system accounts are the only method by which County systems may be accessed.

6.3.2 An active directory profile is required for users, service accounts, and devices to access the County network.

6.3.3 Department management will determine and notify IS of required individual access levels.

6.3.4 IS will limit information system access for each account to the types of transactions and functions that the authorized user is permitted to execute.

For additional details see the (IS) Technology User Account Standards.

6.4 (IS) Technology Infrastructure Security Standards

6.4.1 IS will protect and monitor the physical facility and support infrastructure for information systems by use of physical access controls, environmental controls, and security measures.

6.4.2 Certain Agencies/Departments and Elected Offices in the County have special networks or subsystems attached to the County network. In these cases, they may have a security administrator with special privileges agreed between them and the IS Director to protect information and ensure the security of the County network. Examples are: TMC, Superior Court Clerk, Sheriff's Office, etc. Also, if the administrator desires to deviate from Cobb County security protocols and standards there must be agreements between Agency, Director, Elected Official and the IS Director that the selected security methods or tools provide the same or higher security levels as the Cobb County standards.

6.4.3 Water System industrial systems (e.g. SCADA, plant controls, etc.) are managed by the Technology Support Group (TSG) within the Water System's Water Protection Division. The operations and security of these industrial systems are governed by TSG's Industrial Network Policy and Standards.

For additional details see the (IS) Technology Infrastructure Security Standards.

6.5 (IS) Network Security Standards



(IS) Information Technology Policy

- 6.5.1 IS will monitor, control, and protect County communications (i.e. information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- 6.5.2 IS will employ architectural designs, software development techniques, and systems engineering principles to promote effective information security within County information systems.

For additional details see the (IS) Network Security Standards.

7. STANDARDS

Standards supporting and providing additional information to this Information Technology Policy include:

- 1. (IS) Technology Acceptable Use Standards
- 2. (IS) Technology User Account Standards
- 3. (IS) Technology Infrastructure Security Standards
- 4. (IS) Network Security Standards

These standards are located on iCobb. Users are responsible for familiarizing themselves with them.

8. NON-COMPLIANCE

Since it is impossible to specify every instance that might result in a violation of the Information Technology Policy or Related Standards as listed in section 7 and on the chart on page 1, a standard of reasonableness will apply to determine whether a user's use of technology is unacceptable.

Violations of this policy may result in one or more of the following:

- 1. Disciplinary action according to applicable County policies;
- 2. Temporary or permanent revocation of access to some or all computing and networking resources and facilities;
- 3. Termination of employment; and/or
- 4. Legal action

ACKNOWLEDGEMENT

I acknowledge I have read and understand the **IS Information Technology Policy** and related suite of technology standards. I understand that if I violate the rules explained herein, I may face legal or disciplinary action according to applicable laws or County policy.

Employee Name

Employee Signature

Date

Revision History

Version	Date of Change	Author	Rationale
v.1.0-2020		IS Technical Writer	BOC Approval



Conduct and Performance Policy

Applies to Board of Commissioners Employees Only

Effective Date: Adopted 11/89; Revised 6/92, 12/96, 4/06, 10/15, 1/20

<u>Policy Owner</u>	Board of Commissioners
<u>Policy Approver(s)</u>	Human Resources Director
<u>Related Policies</u>	Drug-Free Workplace Policy Gifts & Gratuities Policy (IS) Information Technology Policy No Harassment & No Discrimination Policy Sick Leave Policy
<u>Related Standards</u>	(IS) Technology Acceptable Use Standards (IS) Technology User Account Standards (IS) Technology Infrastructure Security Standards (IS) Network Security Standards
<u>Storage Location</u>	iCobb
<u>Last Review Date</u>	December 2019
<u>Next Review Date</u>	December 2021
<u>Review Cycle</u>	Every 2 years
<u>Employee Acknowledgement</u>	Annually

1. PURPOSE

To provide employees with a statement of requirements related to their responsibilities and the performance of their duties and requirements relative to employees managing their personal conduct and actions compliant in accordance with County expectations.

2. SCOPE

Board of Commissioners' Employees

3. GOVERNING LAWS, REGULATIONS & STANDARDS

Guidance	Section
Georgia Computer Systems Protection Act	O.C.G.A. 16-9-90, et seq.
Georgia Open Records Act	O.C.G.A. 50-18-70, et seq.
And all other applicable laws and regulations	

4. PROCEDURES

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

Employees are accountable for the proper performance of their assigned duties and for compliance with the policies, rules, and regulations of the County in managing their conduct. Guidelines and policies fostering respectful and civil conduct also apply to online and electronic interactions. Failure to adhere to the applicable standards will be cause for intervention and/or disciplinary action, up to and including termination.



Conduct and Performance Policy

Applies to Board of Commissioners Employees Only

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

A. General Conduct

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

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

B. Compliance with Rules

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

An employee will be considered to have engaged in unbecoming conduct for actions that violate laws, or that tend to bring the County into disrepute, that reflect discredit upon the person as a member of the County staff, or that tend to impair the operation or efficiency of the County or its employees. Such conduct or actions are prohibited whether presented in writing, verbally, physically, or electronically, such as defined in the [Information Technology Policy and the related suite of IS security and technology standards](#). An employee's ignorance of applicable laws, policies, regulations, or rules will not justify any violations.

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

C. Conflict of Interest

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

1. Avoid any direct or indirect interest, financial or otherwise, that is in conflict with the proper discharge of the employee's duties;
2. Adhere to the *Gifts & Gratuities Policy*; and
3. Adhere to the following standards of conduct:



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(a) No employee shall use and/or attempt to use his/her official position or any resource within his/her trust or perform his/her official duties to secure a special privilege, benefit or exemption for him/herself or others;

(b) No employee shall disclose or use privileged information or information not available to members of the general public and gained by reason of the employee's official position for personal gain or advantage or to provide any other person or entity with an actual or potential advantage. If the employee discovers that s/he has an outside financial interest that could be affected by County plans and/or activities, the employee must immediately report the situation to his/her supervisor;

(c) No employee shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or doing business with, the County and which creates an actual or apparent conflict of interest between the employee's private interests and the performance of his/her public duties or which might impede the full and faithful discharge of the employee's public duties.

D. Secondary Employment

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

E. Performance of Duties

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

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

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



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F. Accurate, Truthful, Timely Reporting

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

G. Reports of Sickness or Injury

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

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

H. Use of County Property

Employees shall use County property only for its intended purpose, in an appropriate and safe manner, and in the furtherance of official activities. Electronic communication equipment such as computers, telephones, and cell phones should be used pursuant to the County's *Information Technology Policy* and the related suite of IS security and technology standards.

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

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

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

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

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

J. Employee Relations

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

K. Supervisory Responsibilities

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



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requirements and expectations in a fair and consistent manner.

L. Compliance with Supervisory Directives

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

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

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

M. Customer Service

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

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

N. Privileged or Confidential Information

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

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

O. External Communications

Employees must refrain from publicly criticizing or ridiculing the County, its policies, or other employees by speech, writing, any form of social media (including but not limited to all forms of electronic communication) or other expression, where such speech, writing, electronic posting, or other expression is defamatory, obscene, unlawful, undermines the effectiveness of the County, interferes with the maintenance of discipline, or is made with reckless disregard to its truth or falsity.

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



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P. Use of Medication

In accordance with the County's *Drug-Free Workplace Policy*, employees who are taking prescribed medication should not misuse or abuse such medication.

Employees must notify their supervisors if they report for work while taking prescribed medication that could affect their ability to safely and efficiently perform their jobs.

Q. Complaints & Grievances

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

Employees should bring grievances related to harassment and discrimination to the attention of management as described in the *No Harassment and No Discrimination Policy*.

R. Cooperation in Investigations

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

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

S. Non-Interference

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

T. Other Specific Requirements

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

1. Employees may not fight, engage in disorderly conduct, and/or engage in "horseplay" while on duty, on County property, in County vehicles, or in or around vehicles used for County purposes.
2. Employees may not gamble or conduct gambling activities while on duty, on County property, in County vehicles, or in or around other vehicles used for County purposes.
3. Employees may not commit any acts of theft, fraud, or embezzlement from the County, other employees, or any other individual, firm, business, organization, or governmental entity.
4. In accordance with the *Drug-Free Workplace Policy*, employees may not possess, distribute, purchase, or sell alcohol or illegal drugs while on duty or on County property, in County vehicles, or in or around other vehicles used for County purposes.
5. Employees must adhere to all safety standards, rules, instructions, and programs specific to the performance of their duties, including those that apply to the proper use of equipment, safety gear, and safety attire.



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6. Employees must conduct themselves in accordance with requirements established in the *Cobb County Employee Safety Handbook*.

7. Employees may not possess firearms or illegal weapons of any kind while on duty, on County property, in County vehicles, or in or around other vehicles used for County purposes, unless they are required to do so by the nature of their positions.

8. Employees must remain awake while on duty. If unable to do so, an employee must report to his/her supervisor, who shall determine the appropriate course of action.

9. Employees may not post unauthorized notices, deface walls or other work surfaces, or tamper with bulletin boards without prior authorization.

10. Employees may not distribute advertising materials, handbills, or other literature during work time or in work areas without prior authorization.

5. NON-COMPLIANCE

Violations of this policy may be addressed by:

1. Disciplinary action up to and including termination of employment and or;
2. Criminal or other legal action based on applicable laws and contractual agreements.

REVISION HISTORY

Version ID	Date of Change	Author	Rationale
v.1.0-2020	1-2020	Human Resources	Reformat



Policy Governing County Social Media Administration

Effective Date: January 14, 2020

Owner	Communications Director and Information Services (IS) Director
Reviewer(s)	Communications Director, IS Director, and IS Division Directors
Approver(s)	BOC
Related Policies	(IS) Information Technology Policy Adopted 01/20 <u>Conduct and Performance Policy (BOC Only)</u> Adopted 11/89; Revised 6/92, 12/96, 4/06, 10/15, 01/20 <u>No Harassment and No Discrimination Policy (BOC Only)</u> Adopted 6/92; Revised 4/00; 4/06; 12/11
Related Standards	(IS) Technology Acceptable Use Standards
Related Forms	Social Media Site Account Access Form
Storage Location	iCobb
Last Review Date	December 2019
Next Review Date	December 2021
Review Cycle	Every two years

1. PURPOSE

The purpose of this policy is to establish rules for the use of social media on official Cobb County (County) social media sites.

2. SCOPE

This policy applies to employees and management in BOC Agencies and Departments responsible for maintaining official Social Media sites. If you have questions regarding this policy, please contact the Cobb County Communications Director.

3. DEFINITIONS

Hosted Content – Unless approved by the Communications Director, all County social media sites should link back to the official County website, www.cobbcounty.org for forms, documents and other online services.

Official Content – Publicly available online content created and made public by the County, accessible through our official website www.cobbcounty.org.

Social Media – Social media refers to any Internet-based software or service that allows users to interact with others via the posting of messages, files or other content. Currently, the County (including its Agencies and Departments) maintains social media sites on Facebook, Instagram, NextDoor, Twitter and YouTube. The absence of or lack of explicit reference to a site does not limit the extent or the application of this policy.

Social Media Account – A personalized presence inside a social networking channel, initiated at will by an individual. YouTube, Twitter, Facebook and other social networking channels allow users to sign-up for their own social media account, which they can use to collaborate, interact and share content and status updates. When a user communicates through a social media account, the user's disclosures are attributed to his or her User Profile.

Social Media Administrator – The person designated by a Department Head who is responsible for managing an official County social media site.



Policy Governing County Social Media Administration

4. POLICY

- 4.1 The County supports the use of social media to communicate directly with the public, stakeholders, partners, and the media about County matters of public interest.
- 4.2 Official County use of social media is intended to broaden the reach of communication and engagement with the community.
- 4.3 All official County social media use should be treated as a formal, public communications tool and should be used to:
 - 4.3.1 Enhance and encourage external communications;
 - 4.3.2 Educate the public regarding County services, programs, meetings, and events;
 - 4.3.3 Increase government transparency and efficiency;
 - 4.3.4 Engage the public in community dialogue;
 - 4.3.5 Respond to inquiries regarding County services and government in a timely manner;
 - 4.3.6 Share posts from County Departments' social media sites to help promote their programs, events, and services.
 - 4.3.7 Communicate with the public during inclement weather, emergencies, and man-made disasters; and
 - 4.3.8 Expand public interactivity and participation through online services and resources.

5. SITE CREATION AND ADMINISTRATION

5.1 Coordination with the Communications Department and the Information Services Department

- 5.1.1 Requests for the creation of all County Departmental social media sites representing the County shall be submitted in writing by the Department Head to the County's Communications Department and Information Services (IS) Department.
- 5.1.2 Departments using official social media sites should provide account access (including user names and passwords) to the Communications and IS Departments thirty days prior to the public launch of an official County social media site by submitting the Social Media Site Account Access Form (see related forms link in the chart on page 1).
- 5.1.3 Any changes in passwords should be promptly provided to the Communications Department and the IS Department. Social media accounts on behalf of the County should list an appropriate County e-mail address.

5.2 Role of Social Media Administrators

- 5.2.1 Each Department with a social media presence shall designate two employees to serve as social media administrators with primary responsibility for managing official County social media sites.
- 5.2.2 Duties include serving as the lead contact for an account, developing the engagement framework for posting information and responding to comments, adhering to policies, ensuring the social media site is regularly updated, maintaining security of passwords, and maintaining a list of current authorized social media accounts.



Policy Governing County Social Media Administration

5.2.3 The social media administrators must immediately notify a Department Head in the event of a security breach, and the Department Head must then notify the Communications Department and the IS Department.

5.2.4 Department staff may manage day-to-day operations of a social media site, but they must do so in close coordination with the social media administrators.

5.3 Role of Communications Department and Information Services Department

5.3.1 The Communications and IS Departments will provide the umbrella framework for the County's social media presence. In this role, these Departments will:

1. Serve as a silent administrator of all accounts;
2. Coordinate during emergencies;
3. Help post if needed;
4. Provide feedback and continuous training; and
5. Disseminate new guidelines in accordance with changes to social media platforms.

6. SOCIAL MEDIA ADMINISTRATOR GUIDELINES FOR POSTING SOCIAL MEDIA CONTENT

6.1 What to Post:

6.1.1 Official social media sites need to be clear, accurate, and in accordance with best practices for posting updates.

6.1.2 Principles that should be followed are that information must be:

1. **Relevant to Cobb County Government:** Information that helps the public and pertains to their daily lives;
2. **Timely:** Information about deadlines or upcoming or current events;
3. **Actionable:** Information to register, attend, go, or do.

6.2 What Not to Post:

6.2.1 Information about matters in litigation or about potential legal claims;

6.2.2 The intellectual property of others without written permission;

6.2.3 Defamatory material;

6.2.4 Personal, sensitive, or confidential information of any kind;

6.2.5 Medical information that violates a person's Health Insurance Portability and Accountability (HIPPA) protections;

6.2.6 Obscene, pornographic or other illegal materials;

6.2.7 Racist, sexist, and other disparaging language about a group of people;

6.2.8 Sexual comments about, or directed to, anyone;

6.2.9 Political campaign materials or comments;

6.2.10 Threatening or harassing comments;

6.2.11 Other information that is not public in nature.



Policy Governing County Social Media Administration

7. COMMENTS FROM THE PUBLIC ON OFFICIAL COBB COUNTY SOCIAL MEDIA SITES

- 7.1 Comments from the public are welcome on social media sites but comments should be routinely monitored during working hours to ensure they meet certain criteria.
- 7.2 County-created social media forums should be structured to focus discussions on a particular interest of the County rather than creating a “public forum.”
- 7.3 County publishers may remove postings based on the guidelines set forth below in section 7.6.
- 7.4 Comments will not be removed solely because a commenter expresses disagreement with a County policy or action.
- 7.5 All sections of Cobb County social media sites that allow public comments must include a link to [Cobb County's Social Media Terms of Use Policy](#).

7.6 Criteria for Removal of Public Comments

Once posted, the Social Media Administrator or his/her authorized designee may remove from public view the following types of public comments:

- 7.6.1 Vulgar language;
- 7.6.2 Personal attacks of any kind;
- 7.6.3 Obscene, pornographic, or other illegal materials;
- 7.6.4 Sexual comments about, or directed to, anyone;
- 7.6.5 Comments or content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, genetics, status with regard to public assistance, national origin, physical or intellectual disability, or sexual orientation;
- 7.6.6 Spam or unrelated links to other sites;
- 7.6.7 Comments that are unrelated to the County topic that is the subject of the post;
- 7.6.8 Comments that advocate illegal activity;
- 7.6.9 Comments that promote particular non-County services or products;
- 7.6.10 Comments that promote political organizations or campaigns;
- 7.6.11 Comments that infringe on copyrights or trademarks;
- 7.6.12 Comments that disclose personally identifiable information that may compromise an individual's financial or personal security, including social security numbers, passwords, or credit card information; and
- 7.6.13 Comments that contain information that may compromise the safety, security, or proceedings of public systems or any criminal or civil investigations.

7.7 Procedure for Removal of Public Comments

- 7.7.1 Comments that fall within the scope of any of the criteria set forth in Section 7.6 are subject to removal by Cobb County social media administrators. When a social media administrator



Policy Governing County Social Media Administration

discovers that a comment has been posted that is inappropriate because it falls within the criteria set forth in section 7.6, he or she will attempt to remove the comment from public view as soon as possible provided the social media platform allows removal of comments.

- 7.7.2 The County Attorney's Office may be consulted with questions concerning the removal of comments and the applicability of the criteria in section 7.6 to a particular comment.
- 7.7.3 Before removing a public comment or post, social media administrators should take screenshots of the post or comment. The social media administrator shall prepare a written description as to the basis for the removal. Each Department is responsible for storing this information in County files.
- 7.7.4 When a commenter repeatedly violates the criteria set forth in section 7.6, the Social Media Administrator may ban such person from participating on platforms that permit organizations to ban users.
- 7.7.5 Social media administrators should be aware that some social media platforms do not allow removal of posts and/or comments, and, therefore, he or she may not have the ability to remove content that is inappropriate as defined in the criteria set forth in section 7.6. Social media administrators may in the exercise of their discretion report any violation of a social media platform's standards, rules or guidelines to such social media entity with the intent that such entity will take appropriate and responsive action to remove the comment.

7.8 Posting Replies to Public Comments

- 7.8.1 A social media administrator may in the exercise of his or her discretion post replies to public comments.
- 7.8.2 Such replies should be made in the same manner that a County employee would reply to an e-mail or phone inquiry from a member of the public. Business decorum must be maintained, and the information provided should be factual in nature, and not argumentative or opinionated.
- 7.8.3 When posting replies to public comments, social media administrators should coordinate with other Departments when necessary to provide the best information.

8. APPLICABLE LAWS AND POLICIES

- 8.1 All County social media sites shall adhere to applicable federal and state laws and regulations and County ordinances, policies, and standards, including, but not limited to, legal requirements governing use of copyrighted materials, retention of records, and compliance with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq., federal and state privacy laws, and County Human Resources and IS policies.
- 8.2 Any content posted by a social media administrator on a Cobb County social media site constitutes government speech. Use of a County e-mail address and communication in an official capacity on an official County social media site constitutes the conducting of County business, and as such, these communications shall be in accordance with the IS Information Technology Policy and Technology Acceptable Use Standards.



Policy Governing County Social Media Administration

9. EXCEPTIONS

Exceptions to this Policy may be authorized for good cause. Any exception to the Policy must be approved by the Communications and IS Director.

Version ID	Date of Change	Author	Rationale
v.1.0-2019		County Attorney's Office	



Social Media Terms of Use Policy

Effective Date: January 14, 2020

1. PURPOSE

The purpose of this policy is to establish terms of use with regard to Cobb County (County) social media sites and to advise the public of the procedures governing public comment on County social media sites.

2. DEFINITIONS

Social Media – Social media refers to any Internet-based software or service that allows users to interact with others via the posting of messages, files, or other content. Currently, the County (including its Agencies and Departments) maintains social media sites on Facebook, Instagram, NextDoor, Twitter, and YouTube. The absence of or lack of explicit reference to a site does not limit the extent or the application of this policy.

Social Media Account – A personalized presence inside a social networking channel, initiated at will by an individual. YouTube, Twitter, Facebook and other social networking channels allow users to sign-up for their own social media account, which they can use to collaborate, interact and share content and status updates. When a user communicates through a social media account, the user's disclosures are attributed to his or her User Profile.

3. POLICY

- 3.1 The County supports the use of social media to communicate directly with the public, stakeholders, partners, and the media about County matters of public interest.
- 3.2 Official County use of social media is intended to broaden the reach of communication and engagement with the community.
- 3.3 The County uses social media as a form of public communication designed to:
 - 3.3.1 Enhance and encourage external communications;
 - 3.3.2 Educate the public regarding County services, programs, meetings, and events;
 - 3.3.3 Increase government transparency and efficiency;
 - 3.3.4 Engage the public in community dialogue;
 - 3.3.5 Respond to inquiries regarding County services and government in a timely manner;
 - 3.3.6 Share posts from County social media sites to help promote County programs, events, and services;
 - 3.3.7 Communicate with the public during inclement weather, emergencies, and man-made disasters; and
 - 3.3.8 Expand public interactivity and participation through online services and resources.
- 3.4 A person who posts or comments on any County social media platform does so by personal choice and takes personal responsibility for the comments, username, and information provided. Posting of any content on any County social media site by any visitor, follower, subscriber, or fan constitutes acceptance of the terms of use described in this Policy.



Social Media Terms of Use Policy

4. COMMENTS FROM THE PUBLIC ON OFFICIAL COBB COUNTY SOCIAL MEDIA SITES

- 4.1 The purpose of maintaining a Cobb County presence on social media platforms is to present matters of public interest to Cobb County, including its many residents, businesses, and visitors. Cobb County encourages members of the public to submit questions, comments, and concerns on Cobb County social media sites, but please note that these sites are moderated discussion sites, and not public forums. Comments are generally monitored only during business hours, and, therefore, comments that are made after business hours may not be seen by Cobb County Social Media Administrators until the following business day. Commenters should be aware that posts and comments are subject to public disclosure as required by law, including, but not limited to, the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq.
- 4.2 All social media platforms used by the County are designated as Limited Public Forums. The County welcomes a person's right to express his or her opinion and encourages commenters to keep comments relevant to the topic in question.
- 4.3 The County, including its Agencies and Departments, actively monitors the social media platforms used by the County. Cobb County social media administrators may remove inappropriate content as defined in 4.6 below, without prior notice.
- 4.4 Comments will not be removed solely because a commenter expresses disagreement with a County policy or action; however, comments on any topic are subject to removal based on the criteria set forth in section 4.6.
- 4.5 A comment posted by any member of the public on any County social media site is the opinion of the commenter or poster only, and publication of a comment does not imply endorsement of, or agreement by the County, nor do such comments necessarily reflect the opinions or policies of the County.
- 4.6 **Criteria for Removal of Public Comments**
Once posted, the County reserves the right to remove from public view the following types of public comments:
 - 4.6.1 Vulgar language;
 - 4.6.2 Personal attacks of any kind;
 - 4.6.3 Obscene, pornographic, or other illegal materials;
 - 4.6.4 Sexual comments about, or directed to, anyone;
 - 4.6.5 Comments or content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, genetics, status with regard to public assistance, national origin, physical or intellectual disability, or sexual orientation;
 - 4.6.6 Spam or unrelated links to other sites;
 - 4.6.7 Comments that are unrelated to the County topic that is the subject of the post;
 - 4.6.8 Comments that advocate illegal activity;
 - 4.6.9 Comments that promote particular non-County services or products;
 - 4.6.10 Comments that promote political organizations or campaigns;
 - 4.6.11 Comments that infringe on copyrights or trademarks;



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4.6.12 Comments that disclose personally identifiable information that may compromise an individual's financial or personal security, including social security numbers, passwords, or credit card information;

4.6.13 Comments that contain information that may compromise the safety, security, or proceedings of public systems or any criminal or civil investigations.

4.7 Procedure for Removal of Public Comments

4.7.1 Cobb County Social Media Administrators may remove from public view any comment that falls within the criteria set forth in Section 4.6 of this Policy. The social media administrator will retain a copy of the comment in County files, along with a description of the basis for removal of the comment.

4.7.2 When a commenter repeatedly posts comments that fall within the criteria for removal set forth in Section 4.6, the Cobb County Social Media Administrator may ban such person from future participation on social media platforms that permit organizations to ban users.

4.7.3 Commenters should be aware that some social media platforms do not allow removal of posts, and, therefore, the County may not have the ability to remove content that is inappropriate as defined in the criteria set forth in section 4.6. Commenters should be aware that all comments posted to any social media platform are bound by that platforms' standards, rules, and/or guidelines, and the County reserves the right to report any violation of such standards, rules, and/or guidelines to the social media entity with the intent that such entity will take appropriate and reasonable responsive action.

4.7.4 A commenter who believes that his or her comment was improperly removed can e-mail govpio@cobbcommunications.org to voice his or her concerns and/or to request additional information as to the basis for the removal of the comment.

5. APPLICABLE LAWS AND POLICIES

5.1 All County social media sites shall adhere to applicable federal and state laws and regulations and County ordinances, policies, and standards, including, but not limited to, legal requirements governing use of copyrighted materials, retention of records, and compliance with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq., federal and state privacy laws, and County Human Resources and Information Services' policies.

6. SOCIAL MEDIA FAQs

6.1 Why do we moderate readers' comments?

Our goal is to provide information for a general readership which may include children. By screening comments, we have created a space where readers may exchange intelligent and informed commentary that enhances the quality of information exchange between the public and County Government.

6.2 What kind of comments are we looking for?

We value thoughtful comments representing a range of views that make their point quickly and politely. We emphasize respect for others. A few things we won't tolerate: personal attacks, obscenity, vulgarity, profanity (including expletives and letters followed by dashes), commercial promotion, spam or bot posts, impersonations, political campaigning, and off-topic posts. Please see section 4.6 of our Terms of Use for guidance on comments that are not appropriate on County social media sites and, therefore, are subject to removal.



Social Media Terms of Use Policy

6.3 Do we edit or remove comments?

We do not edit public comments, but as noted above in 6.2, we will remove comments if they contain material that is inappropriate according to the criteria set forth in section 4.6 of our Terms of Use. For example, we would remove a comment that was vulgar, defamatory, or contained copyrighted material. We encourage commenters to review section 4.6 of the Terms of Use for guidance on comments that are considered inappropriate and, therefore, subject to removal. We may from time to time remove one of our own posts in order to correct typos or to improve clarity. Depending upon the site, when this occurs, any attached comments may also be removed.

6.4 When and where will my comment be displayed?

The County currently uses social media sites including (but not limited to); Facebook, Instagram, Twitter, YouTube and NextDoor. Although comments are usually reviewed during regular business hours, be aware that comments may be monitored at any time. We reserve the right to limit comments on specific posts.

6.5 Should I use my real name when making a comment?

Yes, definitely. We have found that people who use their names carry on more engaging, respectful conversations. However, we recommend against revealing personal contact information on security grounds. A reminder: Once your comment is published, it may be found in search results on Web sites like Google and Yahoo.

6.6 What about criticism of Cobb County?

Yes, we respect and value all opinions, including those that contain constructive criticism and thoughts about what the County could do better! Comments will not be removed solely because they criticize the County (see section 4.4); however, a comment could be removed if it contained material that fell within the criteria set forth in Section 4.6.

6.7 What if I see an error in a post?

We appreciate it when readers point out errors in any County post, and we will attempt to correct any confirmed errors or inaccuracies.

6.8 Why was I blocked, or my comment removed?

If allowed by a social media platform, we might respond to violations of our Terms of Use by blocking a user from further use on that platform or removing a comment from public view. Users can email govpio@cobbcommunications.org with any questions that they might have regarding actions to block future use and/or removal of comments. We will review your situation, and if necessary, confer with the County Attorney's office.

Version ID	Date of Change	Author	Rationale
v.1.0-2020		County Attorney's Office	



Purchasing

Joe Tommie, Purchasing Director

Districts All

Item No. 16.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Joe Tommie, Purchasing Director
DATE: January 14, 2020

PURPOSE

To approve revisions to the current *Policy on Procurement and Contract Management* as adopted by the Board of Commissioners on July 8, 1997, revised August 12, 2003, September 23, 2008, and revised and renamed July 24, 2012.

BACKGROUND

The Board of Commissioners adopted the Policy on Procurement and Contract Management on July 8, 1997 and approved revisions on August 12, 2003, September 23, 2008, and July 24, 2012. As a result of a thorough review of the policy by the Purchasing and Legal Departments, a number of changes are being proposed to the Board of Commissioners to update and strengthen the policy. Proposed substantive revisions to the current policy are as follows and are highlighted on the attached revised policy.

- 3.0 Definitions - Add to and revise definitions.
- 4.0 Procurement Procedures
 - 4.1.1 Revise section that addresses the purchase of goods, services, and equipment less than \$2,000.00.
- 4.2 Sole Source Procurement – Revise this section.
- 4.3 Emergency procurement – Add new section.
- 5.0 Procurement Methods - Add a new section that describes the various acceptable procurement methods available for the purchase of goods and services.
- 7.0 Contract Management Responsibilities - Revise this section and provide more detail on department contract management responsibilities.
- 9.0 Required Terms and Revisions - Revise this section.
- 11.0 Ethics in Public Procurement - Add new section.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve revisions to the current *Policy on Procurement and Contract Management as adopted by the Board of Commissioners on July 8, 1997, revised August 12, 2003, September 23, 2008, and revised and renamed July 24, 2012.*

ATTACHMENTS

1. FINAL-POLICY ON PROCUREMENT AND CONTRACT MANAGEMENT-2012
2. Policy on Procurement and Contract Management2019 Revised FINAL_ (003)

POLICY ON PROCUREMENT AND CONTRACT MANAGEMENT

**ADOPTED BY THE BOARD OF COMMISSIONERS JULY 8, 1997 AND
REVISED AUGUST 12, 2003, SEPTEMBER 23, 2008 AND REVISED AND
RENAMED JULY 24, 2012**

- 1.0 PURPOSE:** This policy is intended to establish Procurement Procedures by which the County secures commodities, goods and services as well as Contract Management Procedures for related contracts and agreements. This policy is not intended to cover the purchase of real property or to supersede specific state or federal laws that apply to and control certain contractual arrangements (e.g., D.O.T. road projects).
- 2.0 SCOPE:** All County departments and elected officials' offices
- 3.0 DEFINITIONS:**
- 3.1 Contract:** An agreement entered into only by the Board of Commissioners (or County Manager, Purchasing Director, or other authorized agent as designated according to policy) on behalf of the County with one or more parties for the doing of some specified thing; the term "Contract" shall be synonymous with "Agreement"
- 3.2 Fixed Cost:** The agreed upon cost or per unit cost in a contract remains the same throughout the contract period; only the Board of Commissioners may alter
- 3.3 Adjustable Cost:** The contract provides that a cost can be changed, higher or lower, to a specified amount at certain stages of the term based upon agreed circumstances or independently established measures i.e. Consumer Price Index or other governmental or industry standard indicators. If all additional costs are budgeted, the County Manager or Purchasing Director may approve the adjustment; if not, approval of the Board of Commissioners is required.
- 3.4 Goods:** Also referred to as Personal Property; items such as, supplies, material, livestock, furnishings, equipment, vehicles and material objects other than real estate or buildings
- 3.5 Services:** For this policy, services shall refer to all services other than public works or professional services. These are services offered by individuals without such generally recognized specialized knowledge whose primary product is labor. Examples of this type of service are auto repair, office equipment repair, pest control, printing and towing.
- 3.6 Commodity:** A physical substance, such as food, grains, and metals, which is interchangeable with another product of the same type
- 3.7 Contractor/Vendor/Supplier:** Any provider of services and/or products

- 3.8 Emergency Procurement:** The procurement of goods or services on an emergency basis outside the normal procurement procedure due to unforeseen events or circumstances that threaten or result in imminent danger to the public health, welfare and/or safety, or the loss of an essential government service
- 3.9 Lease:** An agreement that gives rise to the relationship of landlord and tenant (real property) or lessor and lessee (personal property), giving the tenant or lessee the right to possess, use and enjoy the property for a certain length of time at a specified price (Refer to the Lease Review Policy for types of leases and application)
- 3.10 Maintenance Contract:** A contract for the provision of technical assistance and materials related to the repair and/or maintenance of equipment and facilities
- 3.11 Non-professional Services Contract:** A contract for the provision of assistance in support of County operations and/or projects from an independent contractor (Examples: pest control, security monitoring, landscape services)
- 3.12 Professional Services Contract:** A contract for the provision of assistance in support of County operations and/or projects from an independent contractor in a professional occupation or field; A professional occupation is an occupation which requires exceptional qualifications by education and experience in a particular field or discipline to perform a specialized service. (Examples: engineering, architecture, medical.) In the event of a conflict between the provisions of this policy and the County's Policy for the Procurement of Professional Services, the latter shall control.
- 3.13 Public Works Construction Contract:** A contract for the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than for public road systems; Such term shall not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.
- 3.14 Purchase Contract:** A contract for the purchase of goods, supplies, services, and/or equipment of a specified quantity and at a specified price, wherein the purchase order constitutes the contract
- 3.15 Revenue Generating Contract:** A contract by which the County receives revenue
- 3.16 Unit Price Contract:** A contract for the purchase of goods, supplies, services and/or equipment of a non-specified quantity and at a specified price for a determined period of time; The contract is based on a sealed bid solicitation for goods, etc. to be supplied throughout the term of the agreement. (See Fixed Cost (3.2) and Adjustable Cost (3.3)).
- 3.17 Formal Sealed Bid Limit:** The dollar amount approved by ordinance of the Board of Commissioners above which amount purchases/contracts require use of the sealed bid process; The sealed bid process includes advertisement and Board of Commissioners' approval. (See Cobb County Code, Chapter 2, Article IV, Finance, Division 2 Purchases, Section 2-142; also, State of Georgia enabling legislation reference – Purchases, Section 2-34(18))

3.18 Intergovernmental Agreement: Any agreement that involves or is made between two or more governments to cooperate in some specific way

4.0 PROCUREMENT PROCEDURES

4.1 Competitive Process:

Except in circumstances set forth by this policy or any other County policy, or pursuant to applicable law, or as determined to be in the best interest of the County by the Board of Commissioners, all procurements must result from a competitive process.

The process, for specific expenditure thresholds, is as follows:

4.1.1 Less than \$2,000 - All purchases less than \$2,000 do not require a per se competitive process. Department managers and/or authorized representative(s) may select a vendor taking into consideration cost, delivery/pickup time, and convenience to the work site. Ordering departments have the responsibility to assure that all purchases are fair and reasonably priced. Using a source that the ordering department knows will result in a considerably higher price than other available sources is prohibited.

There are two categories of qualified purchasing with a departmental (field) purchase order:

1. Business office purchases for supplies are limited to less than \$1,000.
2. Field or operational purchases for materials and equipment are limited to less than \$2,000.

The purchase of goods, supplies, services and/or equipment in an amount less than \$2,000 shall be by a departmental direct purchase order. To monitor contractor selections and purchase order use, a monthly report will be prepared by the Purchasing Department and distributed to all department managers. The report will give a recap of departmental direct purchase order use including the contractor/vendor name, amount of purchase, purchase order number, date of purchase, total dollars of purchase(s) from that contractor, and total dollars spent for the month.

4.1.2 \$2,000 to less than \$10,000 - Telephone quotes from at least three (3) vendors are required to purchase within this spending range. Copies of the telephone quotes must be provided to the Purchasing Department with the requisition document. The Purchasing Department is responsible for insuring the rotation of contractors/vendors for quote requests.

4.1.3 \$10,000 to less than Formal Sealed Bid Limit - Written quotes from at least three (3) vendors are required for purchases within this range. Copies of the written quotes must be provided to the Purchasing Department with the requisition document. The

Purchasing Department is responsible for insuring the rotation of contractors/vendors for quote requests.

4.1.4 Formal Sealed Bid Limit – Purchases estimated in value to meet or exceed this value, as established by the Board of Commissioners, must comply with the Cobb County Code of Ordinances relating to advertising for bids and bid openings (Sec. 2-141).

4.1.5 Public Works Contracts \$100,000 or More - Contracts for public works projects valued at \$100,000 or more shall comply with the notice and competitive award requirements of Chapter 91 of Title 36 of the State Code.

4.2 Sole Source Procurement:

Sole source procurement is initiated by a department with the completion of a Sole Source Request form to be sent to the Purchasing Department. The form briefly identifies the product or service to be purchased and the reason(s) justifying the sole source. Supplemental documentation (specifications, manufacturer letter etc.) should be furnished when available. The department manager or elected official's signature of approval of the request is required. The request is reviewed by Purchasing and transmitted with the Purchasing Director's recommendation to the County Manager. The County Manager may, based upon his review, authorize or deny the proposed sole source purchase.

In the case of Public Works Construction Contracts of \$100,000 or greater, the Board of Commissioners must make a written determination that there is only one source for the required supply, service, or construction.

4.3 Lease of Property or Equipment:

Any proposed lease contract shall be reviewed as required by the County's Lease Review Policy before lease documents are accepted. (Any proposed lease contract shall be reviewed as required by the County's Lease Review Policy before lease documents are accepted)

4.4 Purchases from contracts made available from other governmental agencies or through cooperative purchasing organizations:

4.4.1 Notwithstanding, any other provisions in this policy to the contrary, the Purchasing Director or his/her designee shall be authorized to make purchases of goods and services in amounts up to \$100,000, without public advertisement or competitive bidding, under the provisions of contracts or price agreements that have been competitively procured and entered into by the United States General Services Administration (GSA), State of Georgia Department of Administrative Services (DOAS), Georgia Technology Authority (GTA), or any State of Georgia agency contract. If a purchase were to exceed \$100,000, then approval of the Board of Commissioners is required.

4.4.2 The Purchasing Director or his/her designee shall be authorized to enter into purchasing or contracting cooperatives with other governmental agencies both inside and outside the State of Georgia for the purpose of making purchases in amounts up to \$100,000 for goods and services without public advertisement or competitive bidding so long as such are competitively procured. If such a purchase will exceed \$100,000, then approval of the Board of Commissioners will be required.

4.5 Purchases of Secondhand or Surplus Articles from Government:

The Purchasing Director or his/her designee shall be authorized to make purchases of secondhand or surplus equipment, materials, supplies, or commodities in amounts up to \$100,000 from any federal, state or local government unit or agency without public advertising and competitive bidding. If such a purchase will exceed \$100,000, then approval of the Board of Commissioners will be required.

5.0 CONTRACT MANAGEMENT RESPONSIBILITIES

- 5.1** Each department that originates a contract shall keep a signed original copy of the contract in the department's file.
- 5.2** Departments shall be responsible for proper management of contracts acquired for their operations. Refer to Attachment A – Contract Management Guidelines attached to this policy
- 5.3** Departments shall have designated staff responsible for overseeing contract compliance, insurance and bonding requirements, payment and resolution of any dispute from the service or equipment provided by the contract.
- 5.4** Departments shall maintain a data base (preferably in electronic format) on all maintenance, non-professional services, lease and revenue generating (as determined by the County Manager) contracts to include department, contractor, notice period for cancellation, amount, whole term begin date, whole term end date, renewal term, a memo section, financial system contractor number, annual term begin date and annual term end date.

Finance and/or Purchasing may request a copy of the current department(s) data base on a regular, i.e. budget preparation cycle, or on an “as needed” basis.

- 5.5** The Purchasing Department is to be notified of any contractor who does not fully satisfy the requirements of its contract. Specific documentation of this failure should be provided so the contractor's performance record can be duly noted.

6.0 CONTRACT AND PROCUREMENT SIGNATURE APPROVAL AND AUTHORIZATION

- 6.1** Contracts anticipated and adopted as a line item of a department's fiscal year budget by the Board of Commissioners do not require further action by the Board and may be signed by the Purchasing Director if:

- 6.1.1 The contracts have resulted from full compliance with all applicable requirements of the advertisement and bidding process or the professional services selection process
- 6.1.2 The contracts are within the budgeted amount which has been approved
- 6.1.3 The contracts are made with the lowest responsive and responsible bidder or offeror, or in accordance with state or federal statutes and regulations

Purchasing will verify contracts for compliance with criteria 6.1.1 and 6.1.3 above before the Purchasing Director can sign.

Budget will verify contracts for compliance with criteria 6.1.2 above before the Purchasing Director can sign.

- 6.2 Contracts in excess of the Formal Sealed Bid Limit not anticipated and not adopted as a line item of a department's fiscal year budget must be presented to the Board of Commissioners for approval. The Board of Commissioners may authorize the Chairman or any other delegated authority to sign the contract.
- 6.3 The County Manager shall have authority to approve and sign (or authorize signature by Purchasing Director) all contracts valued less than the Formal Sealed Bid Limit not previously approved in the fiscal year budget.
- 6.4 **Emergency Purchases:** Under emergency conditions and notwithstanding 6.3 above, the County Manager may authorize any contract provided sufficient funds are available. If the contract exceeds the Formal Sealed Bid Limit the contract and an explanation of the nature of the emergency shall be brought to the Board of Commissioners by the Purchasing Director for ratification at the next scheduled Board meeting.
- 6.5 The Board of Commissioners may authorize the Chairman, and in his/her absence the Vice-Chairman, to sign revenue generating contracts on a contract by contract basis that have been presented to and approved by the Board of Commissioners.
- 6.6 The Chairman of the Board of Commissioners, Vice-Chairman in his/her absence, or the County Manager in their absence, and the Purchasing Director when provided for in this policy or specifically delegated are the only authorized signatures for contracts governed by this policy, except as set forth below.
 - 6.6.1 A Department Manager, Elected Official and/or authorized representative(s) may sign direct purchase orders up to the value of \$2,000. See 4.1.1.
 - 6.6.2 When necessary, the Purchasing Director may delegate his/her authority to sign purchase contracts to a designee provided those contracts meet the requirements of this policy.
 - 6.6.3 A department manager or his or her designee may sign facility use contracts that do not extend beyond one year, (e.g., park use contracts).

- 6.7 All contracts requiring the signature of the Chairman, the County Manager, or a BOC authorized signator shall be reviewed by the Legal Department as to form and submitted to the County Clerk prior to signature. The Clerk is responsible for obtaining the appropriate signature.

7.0 REQUIRED TERMS OF CONTRACTS

The County has standard terms and conditions that apply to all contracts. Prior to submission to the vendor for signature and prior to consideration by the Board of Commissioners, each contract requiring the signature of the Chairman or the County Manager should be reviewed by the Legal Department. Below is a partial listing of the basic terms and conditions that should be included in all contracts.

- 7.1 Name of parties and verification that professional is licensed and authorized to practice trade in GA
- 7.2 Term of the Agreement (length of time)
- 7.3 Consideration - what the County will pay, manner of payment (lump sum, not to exceed, etc.) when payment due, under what circumstances payment due, invoicing procedures, etc.
- 7.4 Any required state or federal regulation requirements dependent on funding source and type of work (e.g., immigration compliance, debarment, conflict of interest, etc.)
- 7.5 Scope of services to be performed and time frame for performing them (usually will include the RFP and response by reference which shortens length of contract as they are included by reference)
- 7.6 Termination provisions (for cause or for convenience)
- 7.7 Notices (list of people and addresses to send notices to for each party)
- 7.8 Multi-year contract provision (36-60-13)
- 7.9 Insurance
- 7.10 List of personnel to be assigned to project
- 7.11 Indemnification/hold harmless of county and its elected officials, employees, etc.
- 7.12 Boiler plate provisions such as, choice of law and venue, authorized parties, mediation of disputes, execution in subparts, assignment/subletting, ownership of documents, entire agreement, force majeure, waiver, survival of terms, independent contractor, representation and warranties, etc.

Note: The above should not be considered as a full and binding list of terms and conditions for any and all County contracts. Deletions and additions may apply to

any and all contracts depending on scope of work and/or other factors.

8.0 BONDS

On Public Works Projects exceeding the Formal Sealed Bid Limit, bidders and offerors shall be required to post all legally required bonds or alternative security as allowed by state law and approved by the Purchasing Director. Notwithstanding the above, the County may require a bond(s) or other security on any project regardless of value.

Types of Bonds

Bid Bond: A bond with good and sufficient surety to be submitted with the bid document for the faithful acceptance of the contract, payable to, in favor of, and for the protection of Cobb County

Payment Bond: A bond with good and sufficient surety payable to Cobb County to be submitted by the contractor and approved as to form and solvency of the surety by the County prior to the execution of the contract; This bond is intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment for the work. The bond shall be in the amount of 100% of the contract value.

Performance Bond: A bond with good and sufficient surety payable to, and in favor of, and for the protection of Cobb County, to be submitted by the contractor and approved as to form and as to solvency by the County prior to the execution of the contract; This bond is intended for the faithful performance of the contract and to indemnify the County for any damage occasioned by a failure to perform the same and within a prescribed time.

10.0 COMMISSION AUTHORITY

It should be noted that nothing in this policy is intended to restrict Board of Commissioners' authority to set the duration of all contracts, determine conditions and terms of contracts, or to assign authority for signature of any of these documents.

ATTACHMENT A

Contract Management Guidelines

In as much as each department is responsible for managing their own contracts, it is imperative that contracts are properly administered in order to protect the interests of Cobb County. Listed below are some key practices to good administrative oversight for contract management to ensure that contractors comply with all terms of contracts. These practices are not all inclusive, but can be used as a baseline in contract monitoring procedures.

1. Written contract monitoring procedures should be developed by each department (based on the types of contracts it administers).
2. Work completion and/or items received should be verified before processing payment requests. The verification should include some measurement of work performed, quantity of items received, and price agreed in the contract. Evidence to support the verification should be maintained.
3. Vendor discount (s) should always be taken, if applicable.
4. Vendor invoices should always be re-calculated to avoid clerical errors.
5. Cost allocation methodology to other departments should be reviewed periodically to ensure accuracy.
6. Gifts of any kind should never be accepted from a vendor. (Please refer to the County's Gift and Gratuities policy)
7. Contract monitoring activities should be periodically rotated among department staff to protect the integrity of the monitoring process.
8. All monitoring activities should be in writing, including changes to the scope of work, pricing, terms, etc. These activities should be reviewed and approved by the appropriate level of authority. If a problem is identified, promptly notify the contractor to resolve the issue.
9. On-site visits should be conducted if applicable.
10. At the conclusion of each contract, an overall assessment should be made to ensure all expectations were fully satisfied. Failure of any aspect of the contract should be documented and forwarded to the Purchasing Department.

POLICY ON PROCUREMENT AND CONTRACT MANAGEMENT

**ADOPTED BY THE BOARD OF COMMISSIONERS JULY 8, 1997 AND
REVISED AUGUST 12, 2003, SEPTEMBER 23, 2008, REVISED AND RENAMED
JULY 24, 2012, AND REVISED JANUARY 14, 2020**

- 1.0 PURPOSE:** This policy is intended to establish Procurement Procedures by which the County secures commodities, goods and services as well as Contract Management Procedures for related contracts and agreements. This policy is not intended to cover the purchase of real property or to supersede specific state or federal laws that apply to and control certain contractual arrangements (e.g., D.O.T. road projects).
- 2.0 SCOPE:** All County departments and elected officials' offices.
- 3.0 DEFINITIONS:**
- 3.1 Adjustable Cost Contract:** A type of fixed-price contract which provides that a cost can be changed, higher or lower, to a specified amount at certain stages of the term based upon agreed circumstances or independently established measures i.e. Consumer Price Index or other governmental or industry standard indicators. If all additional costs are budgeted, the County Manager or Purchasing Director may approve the adjustment; if not, approval of the Board of Commissioners is required.
- 3.2 Brand Name Specification:** A specification limited to one or more items by manufacturers' names or catalog numbers.
- 3.3 Commodity:** A physical substance, such as food, grains, and metals, which is interchangeable with another product of the same type.
- 3.4 Contract:** An agreement entered into by the Board of Commissioners (or County Manager, Purchasing Director, or other authorized agent as designated according to policy) on behalf of the County with one or more parties for the procurement of goods, services, or construction, or a combination thereof. The term "Contract" shall be synonymous with the term "Agreement."
- 3.5 Contractor/Vendor/Supplier:** Any provider of services and/or products.
- 3.6 Emergency Procurement:** The procurement of goods or services on an emergency basis outside the normal procurement procedure due to unforeseen events or circumstances that threaten or result in imminent danger to the public health, welfare and/or safety, or the loss of an essential governmental service.
- 3.7 Fixed Cost Contract:** A type of fixed-price contract in which the agreed upon cost or per unit cost remains the same throughout the contract period and only the Board of Commissioners or designee may alter.

- 3.8 Formal Sealed Bid Limit:** The dollar amount approved by ordinance of the Board of Commissioners above which amount purchases/contracts require use of the sealed bid process; The sealed bid process includes advertisement and Board of Commissioners' approval. (See Cobb County Code, Part One, Chapter 2, Article IV - Finance, Division 2 - Purchases, Section 2-141 and Cobb County Code, Part Two, State Enabling Legislation, Chapter 2, Article II – Board of Commissioners, Section 2-34(18)).
- 3.9 Goods:** Also referred to as Personal Property; including items such as supplies, material, livestock, furnishings, equipment, vehicles and material objects other than real estate or buildings.
- 3.10 Intergovernmental Agreement:** Any agreement that involves or is made between two or more governments to cooperate in some specific way.
- 3.11 Lease:** An agreement that gives rise to the relationship of landlord and tenant (real property) or lessor and lessee (personal property), giving the tenant or lessee the right to possess, use and occupy the property for a certain length of time at a specified price. (Refer to the Lease Review Policy for types of leases and application.)
- 3.12 Maintenance Contract:** A contract for the provision of technical assistance and materials related to the repair and/or maintenance of equipment and facilities.
- 3.13 Non-professional Services Contract:** A contract for the provision of assistance in support of County operations and/or projects from an independent contractor. (Examples: pest control, security monitoring, landscape services).
- 3.14 Professional Services Contract:** A contract for the provision of assistance in support of County operations and/or projects from an independent contractor in a professional occupation or field. A professional occupation is an occupation which requires exceptional qualifications by education and experience in a field or discipline to perform a specialized service. (Examples: engineering, architecture, medical.) In the event of a conflict between the provisions of this policy and the County's Policy for the Procurement of Professional Services, the latter shall control.
- 3.15 Public Works Construction Contract:** A contract for the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than for public road systems. Such term shall not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.
- 3.16 Purchase Contract:** A contract for the purchase of goods, supplies, services, and/or equipment of a specified quantity and at a specified price, wherein the purchase order constitutes the contract.

- 3.17 **Responsible Bidder:** A person or entity that has the capability in all respects to perform fully and reliably the contract and qualification requirements set forth in the invitation for bids or request for proposals.
- 3.18 **Responsive Bidder:** A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
- 3.19 **Revenue Generating Contract:** A contract by which the County receives revenue.
- 3.20 **Services:** All services other than public works or professional services offered by a person or entity without generally recognized specialized education or experience in a field or discipline (e.g. primarily labor). Examples of this type of service are auto repair, office equipment repair, pest control, printing and towing.
- 3.21 **Sole Source Procurement:** A procurement made pursuant to a written determination by a governing authority that there is only one source for the required product, supply, service, or construction item.
- 3.22 **Specification:** A precise description of the physical or functional characteristics of a product, service, or construction item.
- 3.23 **Unit Price Contract:** A contract for the purchase of goods, supplies, services and/or equipment of a non-specified quantity and at a specified price for a determined period of time. The contract is based on a sealed bid solicitation for goods, services, etc. to be supplied throughout the term of the agreement. (See Fixed Cost (3.7) and Adjustable Cost (3.1)).

4.0 PROCUREMENT PROCEDURES

- 4.1 **Competitive Process:** Except in circumstances set forth by this policy or any other County policy, or pursuant to applicable law, or as determined to be in the best interest of the County by the Board of Commissioners, all procurements must result from a competitive process.

The process, for specific expenditure thresholds, is as follows:

- 4.1.1 **Less than \$2,000** - All purchases less than \$2,000 do not require a per se competitive process. Department managers and/or authorized representative(s) may select a vendor taking into consideration cost, delivery/pickup time, and convenience to the work site. Ordering departments have the responsibility to assure that all purchases are fair and reasonably priced. Using a source that the ordering department knows will result in a considerably higher price than other available sources is prohibited.

The purchase of goods, supplies, services and/or equipment in an amount less than \$2,000 shall be by a departmental purchase order. Departments are prohibited from splitting orders to circumvent the competitive process further defined below. To monitor contractor selections and purchase order use, a monthly report will be prepared by the Purchasing Department and distributed to all department managers.

The report will give a recap of departmental purchase order use including the contractor/vendor name, amount of purchase, purchase order number, date of purchase, total dollars of purchase(s) from that contractor, and total dollars spent for the month.

- 4.1.2 \$2,000 to less than \$10,000** - Telephone quotes from at least three (3) vendors are required to purchase within this spending range. Copies of the telephone quotes must be provided to the Purchasing Department with the requisition document. The Purchasing Department is responsible for insuring the rotation of contractors/vendors for quote requests.
- 4.1.3 \$10,000 up to \$50,000** - Written quotes from at least three (3) vendors are required for purchases within this range. Copies of the written quotes must be provided to the Purchasing Department with the requisition document (RQS), if already obtained by the user department. The Purchasing Department is responsible for ensuring the rotation of contractors/vendors for quote requests.
- 4.1.4 Formal Sealed Bid Limit** – Purchases estimated to meet or exceed \$50,000 in value, as established by the Board of Commissioners, must comply with the Cobb County Code of Ordinances relating to advertising for bids and bid openings (Sec. 2-141).
- 4.1.5 Public Works Contracts \$100,000 or More** - Contracts for public works projects valued at \$100,000 or more shall comply with the notice and competitive award requirements of Chapter 91 of Title 36 of the State Code.
- 4.2 Sole Source Procurement:** Sole source procurement is initiated by a department with the submission of a Sole Source Request form to the Purchasing Department. The form briefly identifies the product or service to be purchased and the justification for the sole source. Supplemental documentation (specifications, manufacturer letter etc.) shall be furnished when available and as requested by the Purchasing Department. The department manager or elected official's signature of approval is required. The request is reviewed by Purchasing and transmitted with the Purchasing Director's recommendation to the Support Services Agency Director. The Support Services Agency Director may, based upon his review, authorize or deny the proposed sole source purchase.

In the case of Public Works Construction Contracts of \$100,000 or greater, the Board of Commissioners must make a written determination, in the form of an approved agenda item, that there is only one source for the required supply, service, or construction.

- 4.3 Emergency Procurement:** The Purchasing Director, with approval of the County Manager and consultation with the County Attorney, may make or authorize others to make emergency procurements only when there exists an immediate threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions provided that such emergency procurements shall be made with as much competition as is practical under the circumstances. An emergency procurement shall be initiated with the completion of an Emergency Procurement Request form to be sent to the Purchasing Department. The form will identify the item or service to be purchased, the justification for the emergency purchase, and shall contain the department manager or elected official's signature. The request shall be reviewed by Purchasing and transmitted with the Purchasing Director's recommendation to the County Manager. The County Manager may, based upon his review, authorize or deny the proposed emergency purchase. If an agenda item is necessary, the signed form shall be attached along with any other documentation.
- 4.4 Lease of Property or Equipment:** Any proposed lease contract shall be reviewed as required by the County's Lease Review Policy before lease documents are accepted.
- 4.5 Purchases from contracts made available from other governmental agencies or through cooperative purchasing organizations:**
- 4.5.1** Notwithstanding, any other provisions in this policy to the contrary, the Purchasing Director or his/her designee shall be authorized to make purchases of goods and services in amounts up to \$100,000, without public advertisement or competitive bidding, under the provisions of contracts or price agreements that have been competitively procured and entered into by the United States General Services Administration (GSA), State of Georgia Department of Administrative Services (DOAS), Georgia Technology Authority (GTA), or any State of Georgia agency Contract. If such a purchase will exceed \$100,000, then approval of the Board of Commissioners will be required.
- 4.5.2** The Purchasing Director or his/her designee shall be authorized to enter into purchasing or contracting cooperatives with other governmental agencies both inside and outside the State of Georgia for the purpose of making purchases in amounts up to \$100,000 for goods and services without public advertisement or competitive bidding so long as such are competitively procured. If such a purchase will exceed \$100,000, then approval of the Board of Commissioners will be required.

- 4.6 Purchases of Secondhand or Surplus Articles from Government:** The Purchasing Director or his/her designee shall be authorized to make purchases of secondhand or surplus equipment, materials, supplies, or commodities in amounts up to \$100,000 from any federal, state or local government unit or agency without public advertising and competitive bidding. If such a purchase will exceed \$100,000, then approval of the Board of Commissioners will be required.

5.0 PROCUREMENT METHODS

Each of the methods described below is an acceptable method for the procurement of goods or services by the County, depending on the circumstances. The user Department shall enlist the assistance of the Purchasing Department prior to selecting an appropriate procurement method. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers, or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, or to cancel a solicitation, based on its sole discretion if determined to be in the County's best interest.

- 5.1 Competitive Sealed Bids (Invitation to Bid):** An Invitation to Bid is the preferred method for acquiring goods and certain services for use by the County. The solicitation must be issued in an efficient and economical manner and shall include clear specifications, contractual terms and conditions applicable to the procurement. Unless there is a compelling reason to reject one or more bids, the County shall have the option to award to the lowest responsive and responsible bidder.

- 5.2 Competitive Sealed Proposals (Request for Proposals):** When a determination is made by the Purchasing Director that the use of competitive sealed bidding is not practical or advantageous to the County, a procurement may be made through the use of a Request for Proposals. The solicitation shall include a listing of information that must be submitted by offerors and factors to be considered during the evaluation process. Price may, but need not be, an evaluation factor.

Proposals will be evaluated using only the criteria stated in the Request for Proposals. After the evaluation is complete, all responsive offers will be ranked from most advantageous to least advantageous to the County, and the County shall have the option to award to the highest ranked offeror.

- 5.3 Competitive Online Bidding:** When a determination is made by the Purchasing Director that online bidding is more advantageous than other selection methods provided by this Policy, a contract may be entered into by use of competitive online bidding. The solicitation must designate both an opening date and time and a closing date and time for the bids. At the opening date and time, the County must begin accepting real-time electronic bids.

During the specified bidding period, a bidder may lower the price at any time provided the price is below the next lowest bidder. After the closing time, the County shall have the option to award to the lowest responsive and responsible bidder.

5.4 Request for Qualifications: Before soliciting bids or proposals, the county may issue a Request for Qualifications from prospective bidders and offerors. The request must contain, at a minimum, a description of the scope of work to be solicited, deadline for submission, and how prospective bidders may apply for consideration. The request must require information regarding the prospective bidder or offeror's product specifications, qualifications, experience, and ability to perform the requirements of the contract. After receipt of the responses, an approved evaluation committee will evaluate each response and rank prospective bidders or offerors from most qualified to least qualified on the basis of information provided and as set forth in the request for qualifications. Bids or proposals will then be solicited from at least the top two ranked bidders or offerors.

5.5 Prequalification of Bidders: Prequalification of prospective bidders may be made prior to issuing an Invitation to Bid or Request for Proposals. Prequalification is most practical for those services which are purchased on a regular or frequent basis. Additionally, prequalification may be appropriate on a specific project that is of such complexity or size that specialized expertise is needed. Under a prequalification process, a Request for Qualifications will be used to solicit statements of professional qualifications from prospective bidders for a particular type of service or scope of work. Qualification statements submitted by each firm will be evaluated by a review committee. The list of recommended qualified bidders will be submitted to the Board of Commissioners for approval.

6.0 RECEIPT AND SAFEGUARDING OF SEALED BIDS AND PROPOSALS

- 6.1** All bids and proposals, received before the time of opening, must be kept secure and unopened. Necessary precautions shall be taken to insure the security of all bids. Prior to bid opening, information concerning the identity and number of bids shall be made available only to county employees only on a "need to know" basis. **No late bids will be accepted.**
- 6.2** Unidentified bids may be opened solely for the purpose of identification by an official designated for this purpose by the Purchasing Director or a designee. If a sealed bid is opened by mistake, the official who opened the bid shall notate on the envelope that the bid was opened in error and record the date and time of opening.
- 6.3** If it becomes necessary to postpone a bid opening, the Purchasing Director or a designee shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the County is closed due to force majeure, bid opening will be postponed to the same time on the next official business day.

- 6.4 Bids and proposals shall be opened publicly in the presence of one or more witnesses at the time and place designated in the solicitation document.

7.0 **CONTRACT MANAGEMENT RESPONSIBILITIES**

- 7.1 Each department that originates a contract agreement valued at \$2,000 or greater with another entity that legally obligates Cobb County shall upload an electronic image of the original fully executed agreement to the electronic contract management repository with all supporting documentation including insurance information, all subsequent changes to the original agreement such as amendments or change orders, and any other relevant documentation.

It will be at the discretion of each department manager if any contract valued less than \$2,000 should be uploaded into the contract management repository. However, it is strongly recommended that any agreement with milestone dates, insurance requirements, and/or a notice period of cancellation deadlines be uploaded so that the contract administrator will receive electronic notifications of these important contractual events.

- 7.2 Departments shall be responsible for proper management of contracts executed for their operations, including but not limited to, monitoring the contractor's progress on projects and ensuring all requirements are met and all milestones are completed in accordance with contract terms.

- 7.3 Departments shall have designated staff responsible for overseeing contract compliance, including but not limited to:

7.3.1 Maintaining current insurance and bonding documents throughout the entire contract term in accordance with contract requirements.

7.3.2 Monitoring the payment and resolution of any dispute arising from the service or equipment provided under the contract.

7.3.3 Documenting all issues in writing including the date(s) and time(s) of any discussions or interactions with the vendor/contractor, name(s) of the parties involved, any agreed upon remediation activities, and other steps taken to reach a resolution.

7.3.4 Documenting and managing all milestones stated in the contract such as written renewal/cancellation requirements and project progress/completion dates.

- 7.4 Departments shall maintain file documentation on all maintenance, non-professional services, and lease and revenue generating contracts in accordance with required retention schedules and legal requirements, to include department, contractor, notice period for cancellation, amount, whole term begin date, whole term end date, renewal

term, a memo section, financial system contractor number, annual term begin date and annual term end date, and insurance requirements, including renewals.

Finance, County Attorney's Office, Internal Audit and/or Purchasing may access each department's repository contract records on a regular or "as needed" basis. Random compliance checks will be conducted to verify the proper maintenance of contractual agreements and supporting documents in the repository.

- 7.5** The Purchasing Department and County Attorney's Office shall be notified of any contractor who does not fully satisfy the requirements of its contract. Specific documentation of this failure shall be provided so the contractor's performance record can be duly noted. The department responsible for management of the contract shall also complete a Vendor Performance Assessment Report in the contract management repository noting all steps taken to resolve any issue(s) with the contractor.

8.0 CONTRACT AND PROCUREMENT SIGNATURE APPROVAL AND AUTHORIZATION

- 8.1** Contracts anticipated and adopted as a line item of a department's fiscal year budget by the Board of Commissioners do not require further action by the Board and may be signed by the Purchasing Director if:

8.1.1 The contracts have resulted from full compliance with all applicable requirements of the advertisement and bidding process or the professional services selection process.

8.1.2 The contracts are within the budgeted amount which has been approved.

8.1.3 The contracts are made with the lowest responsive and responsible bidder or offeror, or in accordance with state or federal statutes and regulations.

Purchasing will verify contracts for compliance with criteria 8.1.1 and 8.1.3 above before the Purchasing Director can sign.

Budget will verify contracts for compliance with criteria 8.1.2 above before the Purchasing Director can sign.

- 8.2** Contracts in excess of the Formal Sealed Bid Limit not anticipated and not adopted as a line item of a department's fiscal year budget must be presented to the Board of Commissioners for approval. The Board of Commissioners may authorize the Chairman or any other delegated authority to sign the contract.
- 8.3** The County Manager shall have authority to approve and sign (or authorize signature by the Purchasing Director) all contracts valued less than the Formal Sealed Bid Limit not previously approved in the fiscal year budget.

- 8.4 Emergency Purchases:** Under emergency conditions and notwithstanding 8.3 above, the County Manager may authorize any contract, provided sufficient funds are available. If the contract exceeds the Formal Sealed Bid Limit the contract and an explanation of the nature of the emergency shall be brought to the Board of Commissioners by the Purchasing Director for ratification at the next scheduled Board meeting.
- 8.5** The Board of Commissioners may authorize the Chairman, and in his/her absence the Vice-Chairman, to sign revenue generating contracts on a contract by contract basis that have been presented to and approved by the Board of Commissioners.
- 8.6** The Chairman of the Board of Commissioners, Vice-Chairman in his/her absence, or the County Manager in their absence, and the Purchasing Director, when provided for in this policy or specifically delegated, are the only authorized signatures for contracts governed by this policy, except as set forth below.
- 8.6.1** A Department Manager, Elected Official and/or authorized representative(s) may sign **departmental purchase orders** up to the value of \$2,000. See 4.1.1.
- 8.6.2** When necessary, the Purchasing Director may delegate his/her authority to sign purchase contracts to a designee provided those contracts meet the requirements of this policy.
- 8.6.3** A department manager or his or her designee may sign facility use contracts that do not extend beyond one year (e.g., park use contracts).
- 8.7** All contracts requiring the signature of the Chairman, the County Manager, or a BOC authorized signatory shall be reviewed and **approved as to form** by the County Attorney's Department, and submitted to the County Clerk prior to signature. The Clerk is responsible for obtaining the appropriate signature.

9.0 REQUIRED TERMS AND CONDITIONS FOR CONTRACTS

The County has standard terms and conditions that apply to all contracts. Prior to submission to the vendor for signature and prior to consideration by the Board of Commissioners, each contract requiring the signature of the Chairman or the County Manager **shall be reviewed by the County Attorney's Office**. Below is a partial listing of the basic terms and conditions that shall be included in all contracts.

- 9.1** **Name of parties and written verification that vendor or professional is licensed and authorized to do business in GA.**
- 9.2** **Term of the Agreement (length of time) with effective date and date of expiration.**

- 9.3 Consideration - what the County will pay, manner of payment (lump sum, not to exceed, etc.) when payment due, under what circumstances payment due, invoicing procedures, etc.
- 9.4 Any required state or federal regulation requirements dependent on funding source and type of work (e.g., immigration compliance, debarment, conflict of interest, equal employment opportunity, etc.).
- 9.5 Scope of services to be performed or goods to be delivered and time frame for performance of services or delivery (usually will include the RFP and response, both of which may be incorporated by reference in the contract document).
- 9.6 Termination provisions (for cause or for convenience).
- 9.7 Notice provisions, including list of contacts and addresses to send notices to for each party).
- 9.8 Multi-year contract provision (O.C.G.A. 36-60-13).
- 9.9 Insurance requirements, including certificates of insurance and requisite endorsements.
- 9.10 List of personnel to be assigned to project (when required).
- 9.11 Indemnification/hold harmless provision, indemnifying the county and its elected officials, employees, etc.
- 9.12 Conflict of Interest and Ethics provisions
- 9.13 Boiler plate provisions such as governing law and venue (Georgia), authorized parties, mediation of disputes, execution in subparts, assignment/subletting, ownership of documents, entire agreement, force majeure, waiver, survival of terms, independent contractor, representation and warranties, etc.

Note: The above should not be considered as a full and binding list of terms and conditions for any and all County contracts. Deletions and additions may apply to any and all contracts depending on scope of work and/or other factors.

10.0 BONDS

For Public Works Projects exceeding the Formal Sealed Bid Limit, bidders and offerors shall be required to post all legally required bonds or alternative security as allowed by state law and approved by the Purchasing Director. Notwithstanding the above, the County may require a bond(s) or other security on any project regardless of value.

10.1 Types of Bonds

10.1.1 Bid Bond: A bond with good and sufficient surety to be submitted with the bid document for the faithful acceptance of the contract, payable to, in favor of, and for the protection of Cobb County

10.1.2 Payment Bond: A bond with good and sufficient surety payable to Cobb County to be submitted by the contractor and approved as to form and solvency of the surety by the County prior to the execution of the contract; This bond is intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment for the work. The bond shall be in the amount of 100% of the contract value.

10.1.3 Performance Bond: A bond with good and sufficient surety payable to, and in favor of, and for the protection of Cobb County, to be submitted by the contractor and approved as to form and as to solvency by the County prior to the execution of the contract; This bond is intended for the faithful performance of the contract and to indemnify the County for any damage occasioned by a failure to perform the same and within a prescribed time.

11.0 ETHICS IN PUBLIC PROCUREMENT

Cobb County procurement processes and practices stress integrity, fairness, and transparency. All purchase transactions shall be made in a manner that promotes fairness and impartiality toward all suppliers and providers. County employees shall refrain from showing favoritism or being influenced by a supplier or provider through the acceptance of gifts, gratuities, entertainment, loans, or favors. (See County Gifts and Gratuities Policy).

12.0 COMMISSION AUTHORITY

It should be noted that nothing in this policy is intended to restrict Board of Commissioners' authority to set the duration of all contracts, determine conditions and terms of contracts, assign authority for signature of any of these documents, terminate contracts for insufficient funding as provided in O.C.G.A. §36-60-13, or exercise any other power or authority provided by law.

ATTACHMENT A

Contract Management Guidelines

As each department is responsible for managing their own contracts, it is imperative that contracts are properly administered in order to protect the interests of Cobb County. Listed below are some key practices to good administrative oversight for contract management to ensure that contractors comply with all terms of contracts. These practices are not all inclusive, but can be used as a baseline in contract monitoring procedures.

1. To the extent possible, form contracts should be incorporated into every RFP to minimize negotiations and clarify expectations for bidders.
2. Compliance with contract insurance requirements should be promptly and fully addressed with the assistance of Insurance Coordinator to facilitate legal approval and execution by the Chairman or County Manager.
3. Written contract monitoring procedures should be developed by each department (based on the types of contracts it administers).
4. Work completion and/or items received should be verified before processing payment requests. The verification should include some measurement of work performed, quantity of items received, and price agreed in the contract. Evidence to support the verification should be maintained.
5. Vendor discount (s) should always be taken, if applicable.
6. Vendor invoices should always be re-calculated to avoid clerical errors.
7. Cost allocation methodology to other departments should be reviewed periodically to ensure accuracy.
8. Gifts of any kind should never be accepted from a vendor. (Please refer to the County's Gift and Gratuities policy)
9. Contract monitoring activities should be periodically rotated among department staff to protect the integrity of the monitoring process.
10. All monitoring activities should be in writing, including changes to the scope of work, pricing, terms, etc. These activities should be reviewed and approved by the appropriate level of authority. If a problem is identified, promptly notify the contractor to resolve the issue.
11. On-site visits should be conducted if applicable.
12. At the conclusion of each contract, an overall assessment should be made to ensure all expectations were fully satisfied. Failure of any aspect of the contract should be documented and forwarded to the Purchasing Department.



Fire and Emergency Services

Item No. 17.

Randy Crider, Interim DPS Director/Fire Chief

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Randy Crider, Interim DPS Director/Fire Chief
DATE: January 14, 2020

PURPOSE

To authorize the acceptance of a donation from the Georgia Firefighter's Burn Foundation, Inc. for Fire and Life Safety Education and Prevention programs and supplies.

BACKGROUND

The Georgia Firefighter's Burn Foundation, Inc. donates funds from the annual Boot Drives to local Fire Departments for the purpose of enhancing public education programs. Cobb County Fire & Emergency Services (CCFES) has been notified by the Foundation that a balance is due to CCFES in the amount of \$5,145.01. These funds, when awarded, are used to purchase public fire and life safety educational materials.

IMPACT STATEMENT

N/A

FUNDING

Increase Revenue	270-130-G264-4506 (Other Local Revenue)	\$5,145.01
Increase Expenditure	270-130-G264-6155 (Educational Materials & Supplies)	\$5,145.01

RECOMMENDATION

The Board of Commissioners authorize the acceptance of a donation from the Georgia Firefighter's Burn Foundation, Inc., in the amount of \$5145.01, for Fire and Life Safety Education and Prevention programs and supplies, and further authorize the related appropriations.

ATTACHMENTS

None



911 Emergency Communications

Item No. 18.

Destiny Davidson, 911 Director
Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

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

DATE: January 14, 2020

PURPOSE

To authorize the re-purposing of funds for a 911 workstation switch upgrade and redundancy for Technology Improvements.

BACKGROUND

On July 14, 2009, The Board of Commissioners approved a Frequency Reconfiguration Agreement (FRA) between Cobb County and Sprint Nextel and Southern Linc for the purpose of relocating frequency bands. The project has been completed with an appropriation in the amount of \$298,492.73 remaining in Fund 380-130-4614-Z4614-8676.

The Cobb County Emergency Communications Department request to repurpose the funds for Technology Improvement projects. A specific project identified is the 911 workstation switch upgrade for redundancy and increased bandwidth.

IMPACT STATEMENT

N/A

FUNDING

Transfer from:	380-130-4614-Z4614-8676	(Professional Services)	\$298,492.73
Transfer to:	380-130-TBD-TBD-8676	(Professional Services)	\$298,492.73

RECOMMENDATION

The Board of Commissioners authorize the re-purposing of funds, in the amount of \$298,492.73, for technology improvements to include the 911 workstation switch upgrade and redundancy for Technology Improvements; authorize the budget transfers; and further authorize the chairman to execute the necessary documents.

ATTACHMENTS

None



Community Development

Item No. 19.

Jessica Guinn, Director

District 4

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jessica Guinn, Director

DATE: January 14, 2020

PURPOSE

To review a summary of the appeal hearing conducted by the License Review Board on December 19, 2019 for RaceTrac Petroleum, Inc. d/b/a RaceTrac #2558.

BACKGROUND

On May 9, 2000, Section 6-90 of the Alcoholic Beverage Ordinance was amended to provide for the Board of Commissioners to review a summary of appeal hearings approved by the License Review Board when distance restrictions are waived for the issuance of alcoholic beverage license to affirm the decision of the License Review Board or place this matter before the Board of Commissioners. On November 26, 2019, the application for a beer, wine and Sunday sales package license for RaceTrac Petroleum, Inc. d/b/a RaceTrac #2558 was originally denied by the Business License Division Manager. The entrance of RaceTrac Petroleum, Inc. d/b/a RaceTrac #2558, 15 Windy Hill Rd., SW, Marietta, GA 30060 does not meet the distance restrictions to residences as set out in Sections 6-125 of the Cobb County Code of Ordinances.

The appeal of the application for RaceTrac Petroleum, Inc. d/b/a RaceTrac #2558 was heard before the License Review Board on December 19, 2019. After considering all testimony and evidence presented, and the completed License Review Board Questionnaire, the License Review Board recommended approval of the beer, wine and Sunday sales package license for RaceTrac Petroleum, Inc. d/b/a RaceTrac #2558.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners affirm the decision of the License Review Board, following the review of the summary of the appeal hearing of December 19, 2019 to approve the application for a beer, wine and Sunday sales package license for RaceTrac Petroleum, Inc. d/b/a RaceTrac #2558, 15 Windy Hill Rd., SW, Marietta, GA 30060, Dan VJ DuMoulin, licensee.

ATTACHMENTS

1. Summary of December 19, 2019 Appeal Hearing
2. Alcohol Survey RaceTrac #2558
3. License Review Board Questionnaire

**Summary of Appeal Hearing before the Cobb County License Review Board
for RaceTrac Petroleum, Inc. doing business as RaceTrac #2558 located
at 15 Windy Hill Rd., SW, Marietta, GA 30060, Dan VJ DuMoulin,
licensee. On December 19, 2019, the hearing was conducted at 100 Cherokee
St. Bldg. A, Board of Commissioners' meeting room, Marietta, Georgia**

License Review Board Chairperson Judy Skeel began the hearing by reading the agenda item. All witnesses were given the oath by License Review Board Attorney Sam Hensley, Jr.

Ellisia Webb, Business License Division Manager, explained that the beer, wine and Sunday sale package alcohol application was denied based on Section 6-124 and 6-125 of the Cobb County Code of Ordinances. Ms. Webb explained that the proposed entrance of RaceTrac #2558 is less than 300 feet from the property line of several residences and less than 600 feet from Milford Elementary School. Ms. Webb stated there was no opposition to the proposed alcohol application.

Mr. Parks Huff, attorney for RaceTrac #2558 stated in 2011 he represented QT at a zoning hearing regarding the proposed location and the zoning for this property was approved for a convenience store. Mr. Huff explained due to a dispute between QT and RaceTrac, RaceTrac acquired the proposed property as part of the litigation. Mr. Huff stated in June 2019 the zoning board approved amendments to the site plan for a convenience store and distributed, to the License Review Board, a handout, which included an aerial view of the property depicting the school and the residences.

Mr. Huff stated all employees are hired by RaceTrac and receive alcohol training. He explained the proposed alcohol licensee lives in Cobb County and has worked for RaceTrac for 10 years. Mr. Huff explained that Milford Elementary School is separated from the proposed location by six or seven lanes of traffic. Mr. Huff requested a distance waiver be granted as RaceTrac would have no negative impact on the surrounding residences or the school.

After considering all evidence and testimony presented to the License Review Board, and pursuant to a motion made by Buddy Tesar, and a second by Jatunn Gibson, the License Review Board recommended **approval** of the beer, wine and Sunday sales package license for RaceTrac Petroleum, Inc. doing business as RaceTrac #2558.

Vote 4-0; Sonya Allen was not present for hearing.

APPEAL HEARING – ALC002467– RACETRAC PETROLEUM, INC
DOING BUSINESS AS RACETRAC #2558
15 WINDY HILL RD., SW, MARIETTA GA 30060
DAN VJ DUMOULIN/LICENSEE

Location of Business:	15 Windy Hill Rd., SE Marietta, GA 30060
Type of License:	Beer, Wine and Sunday sales package
Closest Beverage Store:	RaceTrac Petroleum, Inc. d/b/a RaceTrac #2558 ALC002467 15 Windy Hill Rd., SE Marietta, GA 30060 Beer, Wine, and Sunday Sales Package

Alcoholic Beverage Stores Located Within A ½ Mile Radius

ALC001983 – La Rosita – 2561 Austell Rd., Marietta, GA 30008
Beer and Sunday Sales Package License
ALC000221 – Speedy Mart – 2270 Austell Rd., Marietta, GA 30008
Beer, Wine and Sunday Sales Package License



COBB COUNTY COMMUNITY DEVELOPMENT AGENCY

P.O. Box 649
Marietta, Georgia 30061-0649
phone: (770) 528-8410
Email: BLRenewal@cobbcounty.org

Ellisia Webb
Business License
Division Manager

Cobb County License Review Board

FACTORS TO CONSIDER IN APPROVAL/DENIAL OF A COBB COUNTY ALCOHOLIC BEVERAGE LICENSE DENIED AS A RESULT OF DISTANCE RESTRICTION QUESTIONS FOR THE LICENSEE

License Number: ALC002467

Licensee: DAN VJ DUMOULIN

1. What was the distance in feet that caused denial of the alcohol license?

493 to a school and 55 to a residential property

2. Was it to a church, school, park, library, residence, or liquor store?

school and residence

3. Are there other establishments in the area that have been granted an alcohol license? If so, how far are they from the proposed location?

There is a Texaco approximately 950 feet from the subject property on Austell Road that sells beer and wine.

4. Is there opposition to the application and if so what is their opposition and have you spoken to the oppositon?

There hasn't been any opposition to the application and the property recently had a hearing for a zoning modification.

5. Have you owned or worked in an establishment that sold/served alcoholic beverages?

Yes

6. Have you ever violdated any Federal Law, State Law, or local ordinance regulating the sale of alcohol?

No

7. Is issuing the alcohol license going to have an adverse effect on the the property value of the church, school, park, library or residence?

No

8. Is issuing the alcohol license going to have an adverse effect on the property values of the community in the area?

No

9. Is issuing the alcohol license going to have an adverse effect on the quality of life of the community?

No

10. Is issuing the alcohol license going to have and adverse effect on the operation of the church, school, park, or library?

No

11. What type of business will be operating at this location?

Convenience store with fuel sales

12. What type of training do you have in place for your employees?

All employees have rigorous training related to alcohol sales as part of the training for all new employees. Once they are on site, they receive constant training regarding responsible alcohol vending.

13. What is your policy on when to check ID prior to the sale of alcohol?

In Cobb County, RaceTrac has a policy of ID`ing all customers regardless of age.

14. When ID is requested, what are your employees trained to look for?

First, they look at whether the ID is held vertically or horizontally for underaged licenses. Employees are also taught to make sure the ID is a validly issued government ID if it isn't a GA drivers license.

15. What written policies and procedures are in place for the establishment?

Employees receive an employee handbook which contains the written policies for the responsible sale of alcohol and tobacco products. The employees are also subject to continuous education on the responsible sale of alcohol and subject to compliance checks.

16. Were the written policies provided with the application?

Yes

17. What type of menu does the establishment have?

NA

18. Was the menu submitted with the application?

No

19. What percentage of the food and alcohol sales will be from the sale of food?

NA

20. What percentage of the store's total sales, where your application is seeking a package license, is from alcohol sales?

1-2% of gross sales

21. What are the hours of operation of the business?

24 hours, 7 days a week.

22. Are there cameras in the establishment?

Yes

23. How many cameras?

15 cameras for the entire site

24. How often are they reviewed?

When an incident occurs or a manager needs information

25. Why are they reviewed?

If an incident occurs or an inquiry is made

26. How long is the video maintained?

2 weeks

27. Is the establishment going to have live entertainment?

No

28. Is the establishment going to have a disc jockey?

No

29. Is the establishment going to have a dance floor?

No

30. What assurance can you provide the LRB that you and your employees will not sell/provide alcohol in violation of State or County Law.

RaceTrac is a local company and strives to hire and train the best employees. RaceTrac's training program for all employees was developed with the consultation of Evindi, the Cobb County based RASS training program.

31. Why should the LRB grant the alcohol license?

In 2011 the subject property was specifically zoned for a convenience store and in June 2019 the Board of Commissioners at a public hearing amended the zoning approval for the RaceTrac proposal. The site is zoned NRC and it is at the signalized intersection of two arterial roads. RaceTrac is a responsible beer and wine seller as part of their convenience store. The elementary school is located catercorner across a major highway and the store will not negatively impact the school. The residences are in a commercialized area and the county Comprehensive Plan identifies the area as a Neighborhood Activity Center with future commercial development.

32. What evidence can you provide the LRB that you and your employees understand State and County law regarding the sale and service of alcohol?

All employees go through corporate training that emphasizes the responsible sale of alcohol and tobacco products. The training material is provided to them during their initial training and they also receive reminders at least every six (6) months.

32. What evidence can you provide the LRB that you and your employees understand State and County law regarding the sale and service of alcohol?

All employees go through corporate training that emphasizes the responsible sale of alcohol and tobacco products. The training material is provided to them during their initial training and they also receive reminders at least every six (6) months.

33. Do you take responsibility for the actions of your employees and any violations that the employees may commit?

Yes.

34. Are there any consequences to the employee for violations of State law or county ordinances?

Yes

35. What are the consequences?

RaceTrac conducts internal compliance checks of compliance with internal policies and state and local laws. There is a progression of consequences that include additional training, time off and written warnings. Termination with multiple violations. Termination of any employee that sells alcohol to an underaged person.

36. How many employees will the establishment have?

15-20

37. How often will they be retrained?

Upon hiring with daily reminders of ID`ing customers

38. Will you implement a secret shopper program?

Yes

39. What consequences will there be if an employee fails to comply with procedures?

The goal of the secret shopper program is to train excellent employees. If the violation is a RaceTrac policy or a minor violation, a written reprimand and retraining will occur. For the sale of alcohol to an underaged person, automatic suspension with termination occurring after the investigation.

40. If an application is being made for a convenience store, grocery store, or liquor package store, will the cash register require submittal of the Date of Birth of the customer prior to an alcohol sale?

Yes

41. Is there an override option?

No

42. Does the cash register or point of sale system track alcohol sales?

NA

43. Does the cash register or point of sale system track alcohol sales?

Yes

44. Does the cash register or point of sale system track when they were sold?

Yes

45 Does the cash register or point of sale system track by whom they were sold?

Yes

46. Does the cash register or point of sale system track if ID was checked?

Yes

47. Does the cash register or point of sale system track the Date of Birth prior to the sale of alcohol?

Yes



Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 20.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: William Volckmann, Director/Comptroller
DATE: January 14, 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. 01142020 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 14th of January 2020



CobbWorks, Inc.

Sonya Grant, Managing Director

Districts All

Item No. 21.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Sonya Grant, Managing Director
DATE: January 14, 2020

PURPOSE

To accept grant funds from the Technical College Systems of Georgia to provide employment and training services to the Youth Program through CobbWorks, Inc.

BACKGROUND

Cobb County has been recently notified by the Technical College Systems of Georgia, the administrator of WIOA (Workforce Innovation and Opportunity Grant Act) funds, that it has been awarded \$16,573.00 in WIOA grant funds for the period July 1, 2019 through June 30, 2020.

The grant number is AFR-15-18-18-03-004, the CFDA No. is 17.259 and the FAIN # is AA-30743-17-55A-13, all of which is attached. The grant period is July 1, 2019 through June 30, 2020. This grant will serve approximately 4 youth.

IMPACT STATEMENT

All expenditures will be paid with grant funds. There is no impact to the General Fund. 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-YP18-YP18AF-A-4430	\$ 1,657.00
276-120-YP18-YP18AF-P-4430	\$14,916.00
Increase Expenditures	
276-120-YP18-YP18AF-A-6581	\$ 1,657.00
276-120-YP18-YP18AF-P-6395	<u>\$14,916.00</u>
Total	\$16,573.00

RECOMMENDATION

The Board of Commissioners authorize the acceptance of a grant award from the Technical College Systems of Georgia in the amount of \$16,573.00, to provide employment and training services to youth through CobbWorks, Inc.; and authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary document.

ATTACHMENTS

1. YP18AF AFR15-18-18-03-004 Budget
2. Area 04 WIOA PY18 AFRYouth

**AFR15-18-18-03-004
REVENUE**

	PY 2018 Youth	PY 2018 BUDGET	PY 2018 BUDGET	PY 2018 BUDGET
	Grants -Federal			
	EXPENSES	YOUTH	YOUTH PROGRAM	YOUTH ADMIN
		16,573	14,916	1,657
6312	Salaries & Fringe Benefits	-	-	-
6116	Office Supplies	-	-	-
6258	Equipment	-	-	-
6168	Gas & Diesel	-	-	-
6360	Title, Tag, & Notary	-	-	-
6302	Accounting & Auditing	-	-	-
6581	Administrative Services	1,657	-	1,657
6326	Professional Services	-	-	-
6326	Contract Services	-	-	-
6536	Rent (Storage Facility)	-	-	-
6534	Rent (CobbWorks)	-	-	-
6395	WIA Training Expense	14,916	14,916	-
6348	Computer Charges	-	-	-
6382	Postage	-	-	-
6384	Telephone & Telegraph	-	-	-
6383	Telephone Equipment	-	-	-
6392	Registration Fees	-	-	-
6396	Travel Expense	-	-	-
6438	General Printing Charges	-	-	-
6454	Insurance	-	-	-
6476	Utilities	-	-	-
6491	Annual Service/Maintenance Contracts	-	-	-
6494	Building & Grounds- Repair/Maint. Svc	-	-	-
6584	Memberships	-	-	-
6588	Subscription, Directories, & Publications	-	-	-
	TOTAL EXPENSES	16,573	14,916	1,657
	INCOME OVER (UNDER) EXPENSES	-		

PY18 Youth additional grant will serve approximately 4 participants

**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: AFR15-18-18-03-004

FAIN: AA-32361-18-55-A-13

GRANT PERIOD:

FROM: 7/1/2019

THRU: 06/30/2020

GRANT YEAR: PY 2018

PROGAM TITLE/TYPE: I Youth Program

CFDA NO: 17.259

TOTAL FUNDS: \$ 16,573

Admin not to exceed: \$ 1,657

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
Assistant Commissioner, 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

Title (typed)

GA-COBB-20-0114-A-000126

Technical College System of Georgia, Office of Workforce Development
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

LIABILITY WAIVER

RECIPIENT: Cobb County

LOCAL WORKFORCE AREA: 004

SUBGRANT NO: AFR15-18-18-03-004

SUBGRANT PERIOD:

FROM: 7/1/2019

THRU: 6/30/2020

PROGRAM TITLE/TYPE: I Youth Program

DATE OF AWARD: 7/1/2019

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

Title (typed)

(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)

Technical College System of Georgia, Office of Workforce Development
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

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.

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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

TITLE (Typed)

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 Georgia Department of Economic Development – Workforce Division, 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: _____

OMB Approval No. 0348-0040

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

EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210	CLASSIFICATION Reporting/Subaward/Executive Compensation
	CORRESPONDENCE SYMBOL OFAM/OGCM
	DATE November 15, 2010

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_Report_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,

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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.fsr.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.

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.

2. _____ \$ _____

3. _____ \$ _____

4. _____ \$ _____

5. _____ \$ _____



CobbWorks, Inc.

Sonya Grant, Managing Director

Districts All

Item No. 22.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Sonya Grant, Managing Director
DATE: January 14, 2020

PURPOSE

To accept grant funds from the Technical College Systems of Georgia to provide employment and training services to the Youth Program through CobbWorks, Inc.

BACKGROUND

Cobb County has been recently notified by the Technical College Systems of Georgia, the administrator of WIOA (Workforce Innovation and Opportunity Grant Act) funds, that it has been awarded an additional \$85,999.00 in WIOA grant funds for the period July 1, 2019 through June 30, 2020.

The grant number is AFR-15-17-17-03-004, the CFDA No. is 17.259 and the FAIN # is AA-30743-17-55A-13, all of which is attached. The grant period is July 1, 2019 through June 30, 2020. This grant will serve approximately 17 youth.

IMPACT STATEMENT

All expenditures will be paid with grant funds. There is no impact to the General Fund. 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-YP17-YP17AF-A-4430	\$ 8,599.00
276-120-YP17-YP17AF-P-4430	\$77,700.00
Increase Expenditures	
276-120-YP17-YP17AF-A-6581	\$ 8,599.00
276-120-YP17-YP17AF-P-6395	<u>\$77,400.00</u>
Total	\$85,999.00

RECOMMENDATION

The Board of Commissioners authorize the acceptance of a grant award from the Technical College Systems of Georgia in the amount of \$85,599.00, to provide employment and training services to youth through CobbWorks, Inc.; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary document.

ATTACHMENTS

1. YP17 AFR-15-17-17-03-004 additional
2. Area 04 WIOA PY17 AFR Additional-Youth

AFR15-17-17-03-004
REVENUE

PY 2017 Youth		PY 2017 BUDGET	PY 2017 BUDGET	PY 2017 BUDGET
Grants -Federal		YOUTH	YOUTH PROGRAM	YOUTH ADMIN
EXPENSES				
		\$ 85,999.00	\$ 77,400.00	\$ 8,599.00
6312	Salaries & Fringe Benefits	\$ -	\$ -	\$ -
6116	Office Supplies	\$ -	\$ -	\$ -
6258	Equipment	\$ -	\$ -	\$ -
6168	Gas & Diesel	\$ -	\$ -	\$ -
6360	Title, Tag, & Notary	\$ -	\$ -	\$ -
6302	Accounting & Auditing	\$ -	\$ -	\$ -
6581	Administrative Services	\$ 8,599.00	\$ -	\$ 8,599.00
6326	Professional Services	\$ -	\$ -	\$ -
6326	Contract Services	\$ -	\$ -	\$ -
6536	Rent (Storage Facility)	\$ -	\$ -	\$ -
6534	Rent (CobbWorks)	\$ -	\$ -	\$ -
6395	WIA Training Expense	\$ 77,400.00	\$ 77,400.00	\$ -
6348	Computer Charges	\$ -	\$ -	\$ -
6382	Postage	\$ -	\$ -	\$ -
6384	Telephone & Telegraph	\$ -	\$ -	\$ -
6383	Telephone Equipment	\$ -	\$ -	\$ -
6392	Registration Fees	\$ -	\$ -	\$ -
6396	Travel Expense	\$ -	\$ -	\$ -
6438	General Printing Charges	\$ -	\$ -	\$ -
6454	Insurance	\$ -	\$ -	\$ -
6476	Utilities	\$ -	\$ -	\$ -
6491	Annual Service/Maintenance Contracts	\$ -	\$ -	\$ -
6494	Building & Grounds- Repair/Maint. Svc	\$ -	\$ -	\$ -
6584	Memberships	\$ -	\$ -	\$ -
6588	Subscription, Directories, & Publications	\$ -	\$ -	\$ -
TOTAL EXPENSES		\$ 85,999.00	\$ 77,400.00	\$ 8,599.00
INCOME OVER (UNDER) EXPENSES		\$ -		

PY17 Youth additional grant will serve approximately 17 participants

**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: 04

REGION: 03

GRANT NO: AFR15-17-17-03-004

FAIN: AA307431755A13

GRANT PERIOD:

FROM: 07/01/2019

THRU: 06/30/2020

TOTAL FUNDS: \$ 85,999

Admin not to exceed: \$ 8,599

GRANT YEAR: PY 2017

PROGAM TITLE/TYPE: I

Youth Program

CFDA NO: 17.259

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
Assistant Commissioner, 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

Title (typed)

GA-COBB-20-0114-A-000149

Technical College System of Georgia, Office of Workforce Development
GEORGIA WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

LIABILITY WAIVER

RECIPIENT: Cobb County

LOCAL WORKFORCE AREA: 004

SUBGRANT NO: AFR15-17-17-03-004

SUBGRANT PERIOD:

FROM: 07/01/2019

THRU: 06/30/2020

PROGRAM TITLE/TYPE: I Youth Program

DATE OF AWARD: 07/01/2019

EIN:

DUNS:

Approved Indirect Cost Rate:

Fiscal Agent Risk Level: Medium

=====

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

Title (typed)

(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.

GA-COBB-20-0114-A-000155

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

TITLE (Typed)

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: _____

OMB Approval No. 0348-0040

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

EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210	CLASSIFICATION Reporting/Subaward/Executive Compensation
	CORRESPONDENCE SYMBOL OFAM/OGCM
	DATE November 15, 2010

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_Report_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,

GA-COBB-20-0114-A-000164

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.fsr.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: AA307431755A13

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. 23.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Pam Mabry, County Clerk

DATE: January 14, 2020

PURPOSE

To approve minutes

BACKGROUND

N/A

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

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

- December 16, 2019 - Agenda Work Session
- December 16, 2019 - BOC Regular
- December 17, 2019 - BOC Zoning

ATTACHMENTS

1. 121619 Agenda Work Session
2. 121619 BOC Minutes
3. 121719 BOC Zoning Minutes

**MINUTES OF AGENDA WORK SESSION
COBB COUNTY BOARD OF COMMISSIONERS
DECEMBER 16, 2019**

The Cobb County Board of Commissioners attended an Agenda Work Session on Monday, December 16, 2019, in the third-floor conference room, 100 Cherokee Street, Marietta, Georgia, for the purpose of receiving information and participating in discussion regarding the December 16, 2019, BOC Agenda. Present and comprising a quorum of the Board were:

Chairman Mike Boyce
Commissioner Keli Gambrill
Commissioner JoAnn Birrell
Commissioner Lisa Cupid

Not Present: Commissioner Bob Ott

1. CALL TO ORDER – CHAIRMAN BOYCE

Chairman Boyce called the meeting to order at 9:02 a.m.

No official action was taken by the Board.

2. MOTION TO CONDUCT EXECUTIVE SESSION TO DISCUSS LEGAL MATTERS

MOTION: Motion by Cupid, second by Boyce, to **approve** the call of an Executive Session to discuss legal matters.

VOTE: **ADOPTED** 4-0; Ott not present

3. ADJOURNMENT

The meeting was adjourned into Executive Session at 10:02 a.m.

Pamela L. Mabry
County Clerk
Cobb County Board of Commissioners

**MINUTES OF REGULAR MEETING
COBB COUNTY BOARD OF COMMISSIONERS
DECEMBER 16, 2019
6:00 PM**

The Regular Meeting of the Cobb County Board of Commissioners was held on Monday, December 16, 2019, at 6:00 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 – Not Present

CALL TO ORDER

Chairman Boyce called the meeting to order at 6:03 p.m.

PRESENTATIONS

1. **To approve the renaming of the East Cobb Senior Center at 3332 Sandy Plains Road to the Tim D. Lee Senior Center in honor of his service and commitment to Cobb County and present a proclamation to his family.**

Motion by Birrell second by Boyce, to approve the renaming of the East Cobb Senior Center 3332 Sandy Plains Road to the Tim D. Lee Senior Center and the Board presented the following proclamation to his family in honor of his service and commitment to Cobb County

WHEREAS: Tim D. Lee began his foray into public service as the president of his subdivision's HOA. From there, he moved on to serve as President of the Northeast Cobb Homeowners Group, a director for the East Cobb Civic Association (ECCA), and a board member of the Cobb County Civic Coalition (CCCC); and

WHEREAS: In November 2002, he was elected as Cobb's District 3 Commissioner. From the beginning of his first term until his service as Cobb's Chairman, Tim became certified by the Association County Commissioners of Georgia/The University of Georgia; graduated from the 2004 Cobb Chamber of Commerce's Leadership Cobb and Honorary Commander programs; graduated from the 2004 Atlanta Regional Commission's (ARC) Regional Leadership Institute; served on the boards of The Center for Children & Young Adults (CCYA), the North Georgia State Fair, the Cobb Symphony Orchestra, MUST Ministries, the North Central Georgia Law Enforcement Academy and more; and

WHEREAS: In July 2010, Tim D. Lee was elected Chairman of the Board of Commissioners. In 2012, he received the Mack Henderson Public Service Award and in 2013, received The Marietta Daily Journal Cobb County Citizen of the Year Award. As Chairman, Lee worked with the Board to tackle the Great Recession and transportation issues throughout the County. He spearheaded the economic development program that resulted in an international airport in Cobb and he will forever be known as the man who brought the Atlanta Braves to Cobb; and

WHEREAS: In the midst of his many accomplishments, Tim had a heart for seniors and advocated passionately for their needs. He was frequently seen at the East Cobb Senior Center enjoying the events and activities. He often accompanied his parents and served as their caregiver; and

WHEREAS: Tim is survived by his wife Annette, their three children, and six grandchildren. Tim inspired the Cobb County community and exemplified the servant-leader; now

THEREFORE: We, the Cobb County Board of Commissioners, do hereby posthumously honor Tim D. Lee, are grateful that his family shared him with Cobb County, and are honored to rename the East Cobb Senior Center to the Tim D. Lee Senior Center.

This, the 16th day of December, 2019.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

2. **To present a certificate of achievement to Tejas Veedhulur, Boy Scout Troop #1776 in recognition of earning the rank of Eagle Scout.**

Chairman Boyce presented a certificate of achievement to Tejas Veedhulur, Boy Scout Troop #1776, in recognition of earning the rank of Eagle Scout.

To present a proclamation to Eddie Canon for his service to Cobb County

Rob Hosack, the Board and members of the Support Services Agency, presented Eddie Canon, Support Services Agency Director with a proclamation, thanking him for his service to Cobb County.

PUBLIC HEARING

3. **To conduct a public hearing and approve the Chattahoochee Corridor Plan Certificate of Compliance for the development of a linear park along the Chattahoochee River, adjacent to Discovery Boulevard, approximately 0.6 miles southeast of the intersection with Veterans Memorial Highway.**

Jessica Guinn, Community Development Agency Director, provided information regarding the Chattahoochee Corridor Plan Certificate of Compliance for the development of a linear park along the Chattahoochee River.

Chairman Boyce opened the Public Hearing and asked those persons wishing to speak to come forward. Following 13 speakers the Public Hearing was closed and the following motion was made:

Motion by Cupid, second by Birrell, to **approve** the Chattahoochee Corridor Certificate of Compliance for the development of a linear park along the Chattahoochee River, adjacent to Discover Boulevard, in Land Lots 398 and 399 of the 18th District, Cobb County, GA by Cobb County Parks; subject to the rules and guidelines of the Metropolitan River Protection Act and all applicable Cobb County development standards and regulations.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

PUBLIC COMMENT

1. **Monica Delancy** addressed the Board regarding the eviction process..
2. **Jacquelyn Dingle** addressed the Board regarding the eviction of Ms. Delancy.
3. **Felicia Williams** addressed the Board regarding the eviction of Ms. Delancy.
4. **Georgia Tabb** addressed the Board regarding the eviction of Ms. Delancy.
5. **Brianna Perkins** addressed the Board regarding the eviction of Ms. Delancy.
6. **Geneve Vanderhorst** addressed the Board regarding the eviction of Ms. Delancy.
7. **Sally Riddle** addressed the Board regarding the Cobb County Adult Detention Center.
8. **Ron Shakir** addressed the aboard regarding the eviction of Ms. Delancy.
9. **James Davenport** addressed the Board regarding the eviction of Ms. Delancy.
10. **Sheila Edwards** addressed the Board regarding the eviction of Ms. Delancy.
11. **Chris Bruce** addressed the Board regarding the Cobb County Adult Detention Center.
12. **John Coleman** addressed the Board regarding the Cobb County Adult Detention Center.
12. **Dr. Ben Williams** addressed the Board regarding the Cobb County Adult Detention Center and the eviction of Ms. Delancy.

Chairman Boyce called for a brief recess at 7:12 p.m., the meeting reconvened at 7:19 p.m.

CONSENT AGENDA

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

State Court Administration

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

To **authorize** the acceptance of supplemental grant funds from the Criminal Justice Coordinating Council, in the amount of \$13,554.00, for the existing grant period ending June 30, 2020, to support the Cobb DUI Court Program; **authorize** the corresponding budget transactions; and **further authorize** the Chairman, Judge Eric Brewton and/or Darcy Kamau, to execute the necessary documents.

Increase Revenue:	270-220-S061-4506	Other Local Revenue	\$13,554.00
Appropriate Expenditures:	270-220-S061-6326	Professional Services	\$13,140.00
	270-220-S061-6018	Salary/Benefits	\$ 414.00

Magistrate Court

5. **To approve retired Magistrate Judge Timothy W. Wolfe as Senior Magistrate.**

To **approve** Chief Magistrate Judge Brendan F. Murphy's appointment of retired Cobb County Magistrate Judge Timothy W. Wolfe to the office of Senior Magistrate for a term ending on December 31, 2020.

This appointment would have no budget impact for Cobb County. This designation would simply allow Judge Wolfe 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 the jurisdiction he was called upon to serve. If Judge Wolfe sat by designation in Cobb County, he would be compensated from already appropriated funds.

Water System

6. **To approve the purchase of a 0.8166 acre tract of vacant land on George Busbee Parkway near Noonday Creek, Program No. SW2044.**

To **approve** the purchase of a 0.8166-acre tract of vacant land from North Cobb American Legion Post 304, Inc. on George Busbee Parkway near Noonday Creek, in the amount of \$8,166.00, Program No. SW2044; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

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

Transfer from:

Stormwater Multi-Year Budget

Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$8,166.00
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Transfer to:

Noonday Creek Area

Site Acquisition & Addition	510-500-5758-8015	SW2044-C	\$8,166.00
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7. **To establish a Sewer Assessment Fee for the Northwest Cobb Commercial Sewer Assessment Area.**

To **authorize** the establishment of a Sewer Assessment Fee of \$17,900.00 per acre for the Northwest Cobb Commercial Sewer Assessment Area; and **authorize** the Chairman to execute the necessary documents.

8. **To convey by quit claim deed to the underlying property owner any County rights associated with two abandoned sanitary sewer easements in Land Lot 283 of the 17th District.**

To **convey** by quit claim deed any County rights associated with two abandoned sanitary sewer easements in Land Lot 283 of the 17th District to the underlying property owner, Dobbins Mill Phase II, LLC; and **authorize** the Chairman to execute the necessary documents.

9. **To approve rental of pumps from Xylem Dewatering Solutions, Inc. for the South Cobb WRF Influent Lift Station Recovery, Program No. T5004.**

To **approve** rental of pumps from Xylem Dewatering Solutions, Inc., at a cost of \$80,000.00 per 28-day rental period, for the 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.

Risk/Claims Fund (710) has previously transferred the known deductible for insurance claims (\$250,000.00). Water System Fund (500) Retained Earnings will be appropriated to fund related expenses. Future insurance reimbursements will reimburse retained earnings appropriations to the extent possible.

Increase Revenue:	500-500-5100-4992	(R.E.-Designated)	\$960,000.00
Increase Expenses:	500-500-5100-6594	(Interfund-Out)	\$960,000.00

Increase Revenue:	510-500-5750-4960	A5750-A	\$960,000.00
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Increase Expenses:

South Cobb WRF Influent Lift Station Recovery

Other Capital Expenses	510-500-5753-8275	T5004-C	\$960,000.00
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10. **To approve the purchase of 0.02 acres of property located at 5003 Hamby Road in the City of Acworth for Three Pump Station Improvements, Program No. S5027.**

To **approve** the purchase of 0.02 acres of property located at 5003 Hamby Road in the City of Acworth, at a cost of \$1,500, for Three Pump Station Improvements, Program No. S5027; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

No additional funding needed. Sufficient funding provided by Board of Commissioners action of September 22, 2015.

11. **To approve the purchase of Dell SCADA servers and operating system software to replace the current out of date servers for the Water System's Water Protection Division.**

To **approve** the purchase of 17 Dell SCADA servers and operating system software to replace the current out of date servers, in the amount of \$100,884.01, for the Water System's Water Protection Division; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

Funding in the amount of \$80,000.00 was approved for the requested hardware, and is available in the Water System's adopted FY20 budget Capital Items budget 500-500-5205-8420 (Data Processing Equipment); however, the servers will be purchased with the software already installed. We recommend the following transfer to accommodate the software:

Transfer from:

Software-Noncapital	500-500-5205-6262	\$21,000.00
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Transfer to:

Data Processing Equipment	500-500-5205-8420	\$21,000.00
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Transportation

12. **To adopt a resolution designating electronic signature authority to the Department of Transportation Grant Administrator for the Federal Transit Administration Transit Award Management System process.**

To **adopt** a resolution designating electronic signature authority to the Department of Transportation Grant Administrator, Aries Little, for the submission of grant applications and performance of various grant management activities via the Federal Transit Administration (FTA) Transportation Award Management System (TrAMS) process; and **authorize** the Chairman to execute the necessary documents. A copy of said resolution is attached and made a part of these minutes.

13. **To approve an Air Traffic Control Tower Operations Agreement with the Federal Aviation Administration to provide air traffic control services at Cobb County International Airport - McCollum Field.**

To **approve** an Air Traffic Control Tower Operations Agreement with the Federal Aviation Administration to provide air traffic control services at Cobb County International Airport - McCollum Field; and **authorize** the Chairman to execute necessary documents.

14. **To approve a Software and Services Contract with Cartegraph Systems, Inc., and authorize annual procurement of proprietary software licenses and support/maintenance plans as required for the Cartegraph work and asset management software system, CCDOT Contract No. 001085.**

To **approve** a Software and Services Contract with Cartegraph Systems, Inc., effective January 15, 2020, to include two annual renewal terms, CCDOT Contract No. 001085; and **authorize** Year 1 annual procurement of proprietary software licenses and a support/maintenance plan, in an amount not to exceed \$96,327.00, as required for the Cartegraph work and asset management software system.

Available in the Department's FY20 Operating budget for Year 1 of the new Purchasing Agreement, as follows:

Available:	010-050-0750-6491	Annual Maint. and Support Contracts	\$96,327.00
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15. **To authorize installation of dynamic speed display signs on Mabry Road, between Shallowford Road and Woodstock Road.**

To **authorize** the installation of two dynamic speed display signs on Mabry Road, between Shallowford Road and Woodstock Road.

Available in the Department's approved FY20 General Fund Operating Budget, as follows:

Available:	010-050-0750-6197	Signage Supplies
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16. **To approve a new multi-year Intergovernmental Agreement with the State Road and Tollway Authority relating to operation of the Xpress commuter bus service in Cobb County.**

To **approve** a new multi-year Intergovernmental Agreement with the State Road and Tollway Authority relating to operation of the Xpress commuter bus service in Cobb County, effective January 1, 2020 through June 30, 2022, to include two additional renewal periods with a term of up to three years each; and **authorize** the Chairman to execute the necessary documents, in a form substantially similar to that presented and approved by the County Attorney's Office.

17. **To authorize the establishment of a "No Parking" zone along both sides of Robin Lane.**

To **authorize** the establishment of a "No Parking" zone along both sides of Robin Lane in Road Oak Park Subdivision.

Available in the Department's approved FY20 General Fund Operating Budget, as follows:

Available:	010-050-0750-6197	Signage Supplies	\$1,000.00
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Public Services Agency

Senior Services

18. **To authorize the application for and acceptance of the Advancing Dementia Friendly Initiatives in Georgia Grant, from the Georgia Gerontology Society, Inc.**

To **authorize** the application for and acceptance of the Advancing Dementia Friendly Initiatives in Georgia Grant, from the Georgia Gerontology Society, Inc. in the amount of \$2,000.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding will be available in the Grant Fund with the following budget appropriation:

Increase Revenue:	270-300-G699-4508	Local Grants	\$2,000.00
Increase Expenditure:	270-300-G699-6326	Professional Services	\$ 500.00
	270-300-G699-6166	Food & Supplies	\$ 500.00
	270-300-G699-6155	Education and Training	\$ 800.00
	270-300-G699-6438	General Printing Charges	\$ 200.00

19. **To authorize the submission of a proposal to the Atlanta Regional Commission designated Area Agency on Aging for the following grant funds: Title III-B, Title III-C1, Title III-C2 & Title III-E, CBS-HCBS State (Home and Community Based Services), CBS-Respite, CBS Case Management, SSBG-HCBS (Social Services Block Grant), NSIP (Nutrition Services Incentive Program), NSIP State, NSIP SSBG and Alzheimer's funding for a two-year period, July 2020 through June 2022.**

To **authorize** the submission of a proposal to the Atlanta Regional Commission designated Area Agency on Aging for the following grant funds: Title III-B, Title III-C1, Title III-C2 & Title III-E, CBS/SSBG/NSIP and the State Alzheimer's program for a two- year period beginning July 1, 2020 and ending June 30, 2022; and **authorize** the Chairman to execute the necessary documents.

The planning allocations detailed in the RFP, reflect decreased funding levels of approximately \$200,000.00 compared to the current state's fiscal year SFY2020 award.

Public Safety Agency

Police Department

20. **To approve a contract with Utility Associates, Inc. to implement In-Car/Body Worn Cameras and Video Evidence Management System.**

To **approve** a contract with Utility Associates, Inc., in the amount of \$3,795,860.00 over three years for the replacement and maintenance of the Police Department In-Car and Body Worn Camera Systems, and Video Evidence Management System; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding for the FY20 payment will be available in the FY20 Police Department budget with the following budget transaction:

Decrease expenditure:	010-130-2100-8852	(Reserve Contingency)	\$1,741,820.00
Increase expenditure:	010-130-2100-8480	(Safety Equipment)	\$1,741,820.00

Funding for FY2021 and beyond will be requested with the annual departmental budgets.

Fire Department

21. **To authorize the acceptance of one arson canine handler scholarship and one arson detection canine from State Farm Insurance.**

To **authorize** the acceptance of one arson canine handler scholarship and one arson detection canine from State Farm Insurance; and **further authorize** the Chairman to sign the necessary documents.

22. **To authorize the purchase of one light duty pickup truck and associated equipment for the transport of the Cobb County Fire & Emergency Services Arson Detection Canine.**

To **authorize** the purchase of one light duty pickup truck and associated equipment for the transport of an Arson Detection Canine, in the amount of \$60,209.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the 2020 CCFES Budget, as follows:

230-130-1000-1010-8610	(Specially Equipped Vehicles)	\$60,209.00
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23. **To approve a Memorandum of Understanding with the Cobb County Community Services Board.**

To **approve** a Memorandum of Understanding with the Cobb County Community Services Board; and **further authorize** the Chairman to execute the necessary documents.

24. **To authorize the donation of surplus fire protective equipment and surplus fire apparatus to Georgia Piedmont Technical College.**

To **authorize** the donation of surplus fire protective equipment and surplus fire apparatus to Georgia Piedmont Technical College, and **further authorize** the Chairman to execute the necessary documents.

911 Emergency Communications

25. **To approve an Intergovernmental Agreement between Cobb County, Georgia and Polk County, Georgia regarding the Cobb County Astro P25 Trunked Regional Radio System.**

To **approve** an Intergovernmental Agreement between Cobb County, Georgia and Polk County, Georgia; and **authorize** the Chairman to execute the necessary documents.

Community Development

26. **To authorize the award of Community Development Block Grant Program funds for Façade Improvement activities to Helios Properties for 5701 Mableton Parkway.**

To **authorize** the award of Community Development Block Grant Program funds for Façade Improvement activities to Helios Properties; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding for this program is currently available through the CDBG Program and will not require a transfer of funds.

27. **To approve a Business Investment Grant for The Pierre Law Firm, LLC from the Cobb County Entrepreneurship & Innovation Incentive Program.**

To **approve** a grant award, in the amount of \$3,500.00, from the Entrepreneurship and Innovation Grant Program to *The Pierre Law Firm, LLC*; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the Grant Fund as follows:
270-030-L014-6574 (Contributions, Donations, Grants)

Clerk's Note: Michael Hughes, Economic Development Division Manager provided a brief overview of the program and requirements of the program.

28. **To request financial support to Cobb County's 2020 Census Complete Count Committee in an amount not to exceed \$58,720.00, for the purpose of purchasing advertising and promotional materials to encourage Census participation in Hard-to-Count neighborhoods.**

To **approve** financial support to Cobb County's 2020 Census Complete Count Committee in an amount not to exceed \$58,720.00, for the purpose of purchasing advertising and promotional materials to encourage Census participation in Hard-to-Count neighborhoods.

Funding will be available with the following budget transaction:

Decrease Expenditure	010-015-0145-8820 (Undesignated contingency)	\$58,720.00
Increase Expenditure	010-030-0345-6326 (Professional Services)	\$58,720.00

Clerk's note: Commissioner Birrell requested a full accounting of how the funds are to be spent.

29. **To adopt a resolution in support of the 2020 Decennial Census.**

To **adopt** a resolution in support of the 2020 Decennial Census. A copy of said resolution is attached and made a part of these minutes.

30. **To adopt proposed revisions to the County's current Tax Allocation District Financing Policy and Guidelines.**

To **adopt** the proposed revisions to the County's current Tax Allocation District Financing Policy and Guidelines. A copy of the approved Tax Allocation District Financing Policy is attached and made a part of these minutes.

Clerk's note: Commissioner confirmed the any proposed projects will come back before the BOC for approval.

Human Resources

31. **To approve a contract with Anthem for the self-funded Medical Plan Stop Loss Insurance for the 2020 Plan Year.**

To **approve** a contract with Anthem for the self-funded Medical Plan Stop Loss Insurance for January 1, 2020 through December 31, 2020 for the PPO, Open Access POS, and the HMO medical plans; and **authorize** the Chairman to execute the necessary documents.

Annual funding for these services were included in the FY20 budget and available in the Medical Fund.

32. **To renew the Firefighters' Cancer Benefit Program required by the State of Georgia.**

To **approve** the renewal of the coverage the Firefighters' Cancer Benefit required by the State of Georgia with CHUBB Insurance for the 2020 plan year; and **authorize** the Chairman to sign any necessary documents.

Funding for this benefit was included in the FY20 Fire Fund budget.

Finance

33. **To approve all interfund transfers for claims and safety equipment purchases to allow Risk Management to reimburse the appropriate department.**

To **approve** all interfund transfers for claims and safety equipment purchases; and **authorize** Risk Management to reimburse the appropriate department.

Decrease Expenditure:	710-055-8011-6318 (Legal Fees)	\$2,518.00
Increase Expenditure:	710-055-0811-6594 (Transfer Out)	\$2,518.00
Increase Revenue:	250-225-0050-4960 (Transfer In)	\$2,518.00
Increase Expenditure:	250-225-0050-6258 (Accountable Equipment)	\$2,518.00

34. **To authorize the creation of a new department and unit within the General Fund for Stadium Debt Service activity and a new unit within the Sheriff's Office General Fund for Medical Expenditure activities to improve transparency and clarity of reporting.**

To **authorize** the creation of a new department and unit within the General Fund for Stadium Debt Service activity and a new unit within the Sheriff's Office General Fund for Medical Expenditure activities to improve transparency and clarity of reporting and **further authorize** the corresponding budget transactions to align with the new accounting codes.

Authorize the transfer of existing funding from current areas of the FY2020 budget to the newly established Department and/or units.

Create New Department:	010-011 (Stadium Debt Service)
Create New Unit:	010-011-0110 (Stadium Debt Service)
Create New Unit:	010-210-9245 (Sheriff's Office Medical Services)

35. **To authorize the allocation of previously undesignated capital funding within the FY2020 General Fund budget.**

To **authorize** the allocation of previously undesignated capital funding within the FY2020 General Fund budget; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Decrease Expenditure:	010-014-0140-8005 (G/F Contingency)	\$3,459,000.00
Increase Expenditures:	010-050-0710-8005 (DOT-Admin)	\$ 15,000.00
	010-110-3640-8005 (Property Mgmt.)	\$ 340,000.00
	010-110-3640-8005 (Property Mgmt.)	\$1,500,000.00
	010-080-1800-6258 (Libraries-Acct. Equip.)	\$ 140,000.00
	010-105-3200-8490 (PARKS-Equipment)	\$ 300,000.00
	010-105-3200-8024 (PARKS-Land Imprv)	\$ 150,000.00
	010-105-3200-8480 (PARKS-Safety Equip)	\$ 150,000.00
	010-105-3200-8005 (PARKS-Harrison Park)	\$ 320,000.00
	010-210-9240-8005 (Sheriff-Capital Improv)	\$ 544,000.00
Decrease Expenditure:	010-110-3640-8005 (Property Projects)	\$1,840,000.00
Increase Expenditure:	010-110-3640-6594 (Transfer - Out)	\$1,840,000.00
Increase Revenue:	380-110-4674-4960 (Transfer - In)	\$ 340,000.00
Increase Expenditure:	380-110-4674-8005 (Salt Barn)	\$ 340,000.00
Increase Revenue:	380-110-4675-4960 (Transfer - In)	\$1,500,000.00
Increase Expenditure:	380-110-4675-8005 (Superior Court Room)	\$1,500,000.00

36. **To accept a Workforce Innovation and Opportunity Act grant award from the Technical College System of Georgia for CobbWorks to provide education, training, and employment services for dislocated workers.**

To **authorize** the acceptance of a \$1,495,767.00 Dislocated Worker Program grant award from the Technical College System of Georgia for CobbWorks, the local Workforce Development Board, to provide training and employment services for dislocated workers; **authorize** corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

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

Increase Revenue:

276-120-WF20-WF20DW-P-4430 (Federal Grant Revenue)	\$1,495,767.00
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Increase Expenditures:

276-120-WF20-WF20DW-A-Various (Dislocated Worker Grant - Admin)	\$ 149,577.00
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276-120-WF20-WF20DW-P-Various (Dislocated Worker Grant - Program)	<u>\$1,346,190.00</u>
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Total Grant: (See Attachment Details)	\$1,495,767.00
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37. **To accept a Workforce Innovation and Opportunity Act grant award from the Technical College System of Georgia for CobbWorks to provide adult education, training, and employment services.**

To **authorize** the acceptance of a \$753,006.00 FY20 Adult Program grant award from the Technical College System of Georgia for CobbWorks, the local Workforce Development Board, to provide training and employment services for dislocated workers; **authorize** corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

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

Increase Revenue:

276-120-WF20-WF20AD-P-4430 (Federal Grant Revenue)	\$753,006.00
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Increase Expenditures:

276-120-WF20-WF20AD-A Various (Adult Grant - Admin)	\$ 75,301.00
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276-120-WF20-WF20AD-P Various (Adult Grant - Program)	<u>\$677,705.00</u>
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Total Grant: (See Attachment Details)	\$753,006.00
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38. 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.

County Manager

39. To approve a proposed Cobb County Board of Health, Center for Environmental Health Fee Schedule, effective January 1, 2020.

To **approve** the proposed Cobb County Board of Health, Center for Environmental Health Fee Schedule, effective January 1, 2020. A copy of the approved fee schedule is attached and made a part of these minutes.

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 2020.

To **adopt** Resolutions establishing the dates, times and place of the regular meetings and Zoning hearings for the calendar year 2020; **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. A copy of said resolutions are attached and made a part of these minutes.

41. To approve minutes.

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

- November 18, 2019 - Agenda Work Session
- November 19, 2019 - BOC Regular Meeting
- November 19, 2019 - BOC Zoning Meeting

CONSENT VOTE: **ADOPTED 4-0**, Commissioner Ott not present, *with the following exceptions:*

Consent item 28, **VOTE: 3-1**, Commissioner Gambrill opposed, Commissioner Ott not present

Consent item 30, **VOTE: 3-1**, Commissioner Gambrill opposed, Commissioner Ott not present

REGULAR AGENDA

Transportation

42. To approve Supplemental Agreement No. 2 to the Consultant Services Agreement with HNTB Corporation for engineering services on Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 000955.

Motion by Boyce, second by Birrell, to **approve** Supplemental Agreement No. 2 to the Consultant Services Agreement with HNTB Corporation, in an amount not to exceed \$50,000.00, for engineering services for Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 000955; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

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

Transfer from:	347-050-X240-X240-8781-X2401-U	Preliminary Estimate	\$50,000.00
Transfer to:	347-050-X240-X240-8722-X2401-E	Engineering	\$50,000.00

Increase GAE 347041216603: 347-050-X240-X240-8722-X2401-E Engineering \$50,000.00

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

Windy Hill Road/Terrell Mill Road Connector is an eligible project/program under the Congestion Relief and Mobility Improvements - Thoroughfare and Mobility Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 21). Windy Hill Road/Terrell Mill Road Connector improvements include a new four-lane roadway.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

43. **To approve a Construction Agreement with the Georgia Department of Transportation for construction of Windy Hill Road/Terrell Mill Road Connector, State P.I. No. 0013967, Cobb County Project No. X2401, CCDOT Contract No. 001429.**

Motion by Boyce, second by Birrell, to **approve** a Construction Agreement with the Georgia Department of Transportation for construction of Windy Hill Road/Terrell Mill Road Connector, State P.I. No. 0013967, Cobb County Project No. X2401, CCDOT Contract No. 001429; **authorize** payment of a construction administration fee, in an amount not to exceed \$32,000.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Available in the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Available:	347-050-X240-X240-8761-X2401-C Turnkey Construction	\$12,000,000.00
	347-050-X240-X240-8762-X2401-C Turnkey Construction	\$ 32,000.00

Transfer balance of available funding from GDOT State P.I. No. 0013963 to State P.I. No. 0013967, as follows:

Decrease Revenue:	347-050-X240-X240-4466-X2405-C	GDOT Revenue	\$1,907,273.78
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Decrease Expenditure:	347-050-X240-X240-8761-X2405-C	Preliminary Estimate	\$1,907,273.78
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Increase Revenue:	347-050-X240-X240-4466-X2401-C	GDOT Revenue	\$1,907,273.78
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Increase Expenditure:	347-050-X240-X240-8761-X2401-C	Preliminary Estimate	\$1,907,273.78
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Appropriate receipt of additional revenue from the GDOT State P.I. No. 0013967 to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Increase Revenue:	347-050-X240-X240-4466-X2401-C	GDOT Revenue	\$1,631,012.63
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Increase Expenditure:	347-050-X240-X240-8761-X2401-C	Preliminary Estimate	\$1,631,012.63
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The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Thoroughfare and Mobility Improvements.

Windy Hill Road/Terrell Mill Road Connector is an eligible project/program under the Congestion Relief and Mobility Improvements - Thoroughfare and Mobility Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 21). Windy Hill Road/Terrell Mill Road Connector improvements include a new four-lane roadway.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

44. **To approve a contract with E.R. Snell Contractor, Inc., for Windy Hill Road/Terrell Mill Road Connector, State P.I. No. 0013967, Cobb County Project No. X2401, CCDOT Contract No. 001429.**

Motion by Boyce, second by Birrell, to **approve** a contract with E.R. Snell Contractor, Inc., in an amount not to exceed \$17,339,061.11, for Windy Hill Road/Terrell Mill Road Connector, State P.I. No. 0013967, Cobb County Project No. X2401, CCDOT Contract No. 001429; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

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

Transfer from:	347-050-X240-X240-8761-X2401-C	Preliminary Estimate	\$13,339,061.11
	347-050-X240-X240-8761-X2402-C	Preliminary Estimate	\$ 2,000,000.00
	347-050-X240-X240-8761-X2410-C	Preliminary Estimate	\$ 2,000,000.00
Transfer to:	347-050-X240-X240-8762-X2401-C	Turnkey Construction	\$17,339,061.11

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

Windy Hill Road/Terrell Mill Road Connector is an eligible project/program under the Congestion Relief and Mobility Improvements - Thoroughfare and Mobility Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 21). Windy Hill Road/Terrell Mill Road Connector improvements include a new four lane roadway.

VOTE: ADOPTED 4-0, Commissioner Ott not present

45. **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 four parcels on Mableton Parkway Pedestrian Improvements, Phase 1, Project No. X2762.**

Motion by Cupid, second by Gambrill, to **determine** that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq.; **authorize** the commencement of condemnation proceedings on four parcels on Mableton Parkway Pedestrian Improvements, Phase 1, Project No. X2762; **adopt** Resolutions and Orders in form substantially similar to presented and as approved by the County Attorney's Office; and **further authorize** the Chairman to execute the necessary documents. A copy of attachment I is attached and made a part of these minutes.

VOTE: ADOPTED 4-0, Commissioner Ott not present

46. To approve Change Order No. 1 (final) to the contract with Excellere Construction, LLC for Countywide Drainage System Improvements 2018-2, Project No. X2243, CCDOT No. 001286.

Motion by Gambrill, second by Cupid, to **approve** Change Order No. 1 (final) to the contract with Excellere Construction, LLC, a savings to the project in the amount of \$4,166.29, for Countywide Drainage System Improvements 2018-2, Project No. X2243, CCDOT Contract No. 001286; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

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

Decrease GAE 34706261822:	347-050-X220-X220-8762-X2243-C	Turnkey Construction	\$4,166.29
Transfer from:	347-050-X220-X220-8762-X2243-C	Turnkey Construction	\$4,166.29
Transfer to:	347-050-X220-X220-8761-X2243-C	Preliminary Estimate	\$4,166.29

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.

Countywide Drainage System Improvements 2018-2 is an eligible project/program under the Infrastructure Preservation - Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

47. **To approve Change Order No. 2 (final) to the contract with Astra Group, Inc., for Bob Callan Trunk Trail, Phase 2, Segment A, State P.I. No. 0010009, Cobb County Project No. D11L0, Cumberland Community Improvement District Project No. CCID-1033, CCDOT Contract No. 000977.**

Motion by Boyce, second by Birrell, to **approve** Change Order No. 2 (final) to the contract with Astra Group, Inc., a savings in the amount of \$125,571.30, for Bob Callan Trunk Trail, Phase 2, Segment A, State P.I. No. 0010009, Cobb County Project No. D11L0, Cumberland Community Improvement District Project No. CCID-1033, CCDOT Contract No. 000977; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2005 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE	340-050-7511-D11L-8762-D11L0-C	Turnkey	
340011017302:		Construction	\$125,571.30

Decrease appropriation of funding to the 2005 SPLOST Transportation Improvements Program Fund from Georgia Department of Transportation State P.I. No. 0010009, as follows:

Decrease Revenue:	340-050-7511-D11L-4466-D11L0-C	GDOT Revenue	\$105,746.64
Decrease Expenditure:	340-050-7511-D11L-8762-D11L0-C	Turnkey Construction	\$105,746.64

Decrease appropriation of funding to the 2005 SPLOST Transportation Improvements Program Fund from the Cumberland Community Improvement District, as follows:

Decrease Revenue:	340-050-7511-D11L-4505-D11L0-C	CID Revenue	\$ 19,824.66
Decrease Expenditure:	340-050-7511-D11L-8762-D11L0-C	Turnkey Construction	\$ 19,824.66

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, Multi-Use Trails.

Bob Callan Trunk Trail, Phase 2, Segment A, is an eligible project under the Pedestrian and Bicycle Improvements - Multi-Use Trails Component of the 2005 SPLOST Transportation Improvements (Cobb County 2005 SPLOST, pp. 1, 29). Multi-Use Trails include the continued development of a comprehensive network of off-street and greenway multi-use trails throughout the County.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

48. To approve Change Order No. 2 (final) to the contract with Chatfield Contracting, Inc., for Guardrail Installation, Project No. X2613, CCDOT Contract No. 001274.

Motion by Boyce, second by Gambrill, to **approve** Change Order No. 2 (final) to the contract with Chatfield Contracting, Inc., a savings to the project in the amount of \$28,729.00, for Guardrail Installation, Project No. X2613, CCDOT Contract No. 001274; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

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

Decrease GAE 347041018503:	347-050-X260-X260-8762-X2613-C	Turnkey Construction	\$28,729.00
Transfer from:	347-050-X260-X260-8762-X2613-C	Turnkey Construction	\$28,729.00
Transfer to:	347-050-X260-X260-8761-X2601-C	Preliminary Estimate	\$28,729.00

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

Guardrail Installation is an eligible project/program under the Safety and Operational Improvements – Roadway Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 19). Safety and Operational Roadway Improvements include corridor safety and operational roadway improvements. Specific locations have been determined by analysis.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

49. 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.

Motion by Birrell, second by Gambrill, to **approve** the revised budget and current schedule for the 2005 Transportation Improvements Program (TIP), funded primarily by the 2005 Special Purpose Local Option Sales Tax (SPLOST); and **authorize** the corresponding budget transactions. A copy of the approved 2005 Special Purpose Local Option Sales Tax budget and current schedule is on file in the office of the County Clerk.

Available in the 2005 SPLOST Transportation Improvements Program Fund, per adjustments shown in the 2005 SPLOST Transportation Improvements Program Budget and Schedule.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

50. **To approve Change Order No. 1 and Supplemental Agreement No. 1 to the contract with Detection Engineering Technology, Inc., for Flashing Yellow Arrow Signal Upgrade, Project No. X2527, CCDOT Contract No. 001377.**

Motion by Boyce, second by Birrell, to **approve** Change Order No. 1 to the contract with Detection Engineering Technology, Inc., in an amount not to exceed \$5,000.00, for Flashing Yellow Arrow Signal Upgrade, Project No. X2527, CCDOT Contract No. 001377; **approve** Supplemental Agreement No. 1, in an amount not to exceed \$48,110.41, for same; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

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

Transfer from:	347-050-X250-X250-8761-X2531-C	Preliminary Estimate	\$53,110.41
Transfer to:	347-050-X250-X250-8771-X2527-C	Signalization	\$53,110.41
Increase GAE 34712171826:	347-050-X250-X250-8771-X2527-C	Signalization	\$53,110.41

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, Traffic Management, Traffic Signals, and Planning.

Traffic Signals is an eligible project/program under the Congestion Relief and Mobility Improvements - Traffic Management, Traffic Signals, and Planning Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 23). Traffic Signals improvements include upgrade of the traffic signal infrastructure to include the addition and upgrade of uninterruptible power supply (UPS) units, addition of flashing arrow left turn displays, and rebuilding traffic signal supports.

VOTE: **ADOPTED 3-1**, Commissioner Gambrill opposed, Commissioner Ott not present

51. To approve Change Order No. 1 (final) to the contract with Chatfield Contracting, Inc., for drainage systems repairs on Randall Farm Road, Project No. X2245, CCDOT Contract No. 001497.

Motion by Boyce, second by Gambrill, to **approve** Change Order No. 1 (final) to the contract with Chatfield Contracting, Inc., a savings to the project in the amount of \$37,325.80, for drainage system repairs on Randall Farm Road, Project No. X2245, CCDOT Contract No. 001497; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Decrease GAE 34708271935:	347-050-X220-X220-8762-X2245-C	Turnkey Construction	\$15,731.80
Transfer from:	347-050-X220-X220-8762-X2245-C	Turnkey Construction	\$15,731.80
Transfer to:	347-050-X220-X220-8761-X2245-C	Preliminary Estimate	\$15,731.80

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

Randall Farm Road is an eligible project/program under the Infrastructure Preservation - Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

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

Decrease GAE 51008271935:	510-500-5756-6496-W5022-C	Drainage Contract R&M Service	\$21,594.00
Transfer from:	Randall Farm Road – Utility Allowance		
	510-500-5756-6496-W5022-C	Drainage Contract R&M Service	\$21,594.00
	510-500-5756-8265-W5022-M	Materials and Supplies	<u>\$ 1,000.00</u>
		Total:	\$22,594.00
Transfer to:	DOT Projects – Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimates	\$22,594.00

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

52. **To approve Change Order No. 1 (final) to Project No. X2258 utilizing the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., for drainage system improvements on Stoney Acres Drive, CCDOT Contract No. 001453.**

Motion by Gambrill, second by Cupid, to **approve** Change Order No. 1 (final) to Project No. X2258 utilizing the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., a savings to the project in the amount of \$4,599.50, for drainage system improvements on Stoney Acres Drive, CCDOT Contract No. 001453; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

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

Decrease GAE 34710221931:	347-050-X220-X220-8762-X2258-C	Turnkey Construction	\$4,599.50
Transfer from:	347-050-X220-X220-8762-X2258-C	Turnkey Construction	\$4,599.50
Transfer to:	347-050-X220-X220-8761-X2258-C	Preliminary Estimate	\$4,599.50

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.

Stoney Acres Drive is an eligible project/program under the Infrastructure Preservation – Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

53. **To approve the First Amendment to the Georgia Transportation Infrastructure Bank Agreement with the State Road and Tollway Authority for I-20 Eastbound Ramps at Riverside Parkway, Project No. X2409.**

Motion by Cupid, second Gambrill, to **approve** the First Amendment to the Georgia Transportation Infrastructure Bank Agreement with the State Road and Tollway Authority, extending the termination date through December 8, 2021, for I-20 Eastbound Ramps at Riverside Parkway (a/k/a Six Flags Park Area Improvements at Riverside Parkway), Project No. X2409; and **further authorize** the Chairman to execute the necessary documents.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

Public Services Agency

PARKS

54. To approve the presented park master plans for the properties known as Ebenezer Road Property and Withdrawal of the request to approve the park master plan for Old Westside Road Property (Furr Family Park).

Motion by Birrell, second by Boyce, to **approve** the presented park master plan for the property known as Ebenezer Road. A copy of the approved Master Plan is attached and made a part of these minutes.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

Clerks note: The County Attorney advised the District Commissioner a motion to withdraw the portion of the agenda item regarding Westside Road Property (Furr Family Park) is needed and the following motion was made:

Motion by Cupid, second by Boyce, to **withdraw** the request to approve the park master plan for the property known as Westside Road Property (Furr Family Park).

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

55. **To approve a contract with Pond & Company to provide professional design and construction administration services for the phase 1 development of Violet F. Stout Park, under the Cobb County 2016 PARKS SPLOST Program.**

Motion by Cupid, second by Gambrill, to **approve** a contract with Pond & Company to provide professional design and construction administration services for the phase 1 development of Violet F. Stout Park, in an amount not to exceed \$217,861.00, under the 2016 PARKS SPLOST Program, **authorize** the corresponding budget transactions, and **further authorize** the Chairman to execute the necessary documents.

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

347-105-X063-X0632E-8722	(Stout Park)	\$182,750.20
347-105-X063-X0632C-8722	(Stout Park)	\$ 35,110.80

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

Improvements to Violet F. Stout Park are eligible under the 2016 SPLOST Program (Cobb County 2016 SPLOST, Page 31). These improvements will include the first phase of development to support equestrian trails, training facilities, and general public enjoyment of this large natural area.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

56. **To approve a contract with Bartow Paving Company, Inc. to provide construction services related to expanding the parking lot at the Mountain View Community Center, under the 2016 PARKS SPLOST Program.**

Motion by Birrell, second by Boyce, to **approve** a contract with Bartow Paving Company, Inc. to provide construction services related to expanding the parking lot at the Mountain View Community Center under the 2016 PARKS SPLOST Program, in an amount not to exceed \$572,687.38, **authorize** the corresponding budget transactions, and **further authorize** the Chairman to execute the necessary documents.

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

347-105-X062-X0621C-8762 (Mountain View Community Center)	\$305,928.00
347-105-X062-X0621E-8762 (Mountain View Community Center)	\$ 27,616.45
347-105-X065-X0650A-8762 (Program Wide)	\$239,142.82

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

Improvements at the Mountain View Community Center are eligible projects under the 2016 SPLOST (Cobb County 2016 SPLOST, Page 31). Expansion of the parking lot will provide safe and convenient parking for patrons of the center.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

57. **To approve a contract with Ward Humphrey, Inc. to provide construction services related to building an operations barn at Hyde Farm under the 2016 PARKS SPLOST Program.**

Motion by Boyce, second by Gambrill, to **approve** a contract with Ward Humphrey, Inc. to provide construction services related to building an operations barn at Hyde Farm under the 2016 PARKS SPLOST Program, in an amount not to exceed \$373,000.00, **authorize** the corresponding budget transactions, and **further authorize** the Chairman to execute the necessary documents.

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

347-105-X061-X0612-C-8762 (Hyde Farm)	\$373,000.00
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The 2016 SPLOST, adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, PARKS Improvements.

Improvements at Hyde Farm, including the design and construction of an operations barn, is an eligible project under the 2016 SPLOST (Cobb County 2016 SPLOST, Page 30). The new operations barn is an essential element to support the operation of the working farm.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

APPOINTMENTS

58. **To approve the reappointment of Peggy Pool to the Public Library Board.**

Motion by Birrell, second by Boyce, to **approve** the reappointment of Peggy Pool to the Public Library Board for a three-year term to expire December 31, 2022.

VOTE: **ADOPTED 4-0**, Commissioner Ott not present

59. **To announce the appointment of Ginny Lyon to the Keep Cobb Beautiful, Inc.**

Commissioner Birrell **announced** the appointment of Ginny Lyon to Keep Cobb Beautiful, Inc. for a three-year term to expire December 31, 2022. This appointment replaces Ronna Woodruff.

60. **To announce the appointment of Alice Summerour to the Planning Commission.**

Chairman Boyce **announced** the appointment of Alice Summerour to the Planning Commission for the unexpired term to expire on December 31, 2020, to be effective February 1, 2020. This appointment will replace Skip Gunther.

61. **To announce the reappointment of Steven Askea to the Electrical Advisory Board.**

Chairman Boyce **announced** the reappointment of Steven Askea to the Electrical Advisory Board for a four-year term to expire on December 31, 2022.

62. **To announce the reappointment of Joel Cope and Carol Massey to the Neighborhood Safety Commission.**

Commissioner Cupid **announced** the reappointments of Joel Cope and Carol Massey to the Neighborhood Safety Commission for a three-year term to expire on September 30, 2022.

63. **To announce the appointment of David D. Harris to the Neighborhood Safety Commission.**

Commissioner Cupid **announced** the appointment of David D. Harris to the Neighborhood Safety Commission for a three-year term to expire on September 30, 2022. This appointment replaces Rev. Brian Hodges.

ADJOURNMENT

The meeting was adjourned at 8:47 p.m.

Angela Cunningham
Deputy County Clerk
Cobb County Board of Commissioners

**MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
DECEMBER 17, 2019
9:00 A.M.**

The Board of Commissioners' Zoning Hearing was held on Tuesday, December 17, 2019, 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 JoAnn Birrell
Commissioner Lisa Cupid
Commissioner Keli Gambrell
Commissioner Bob Ott

CALL TO ORDER – CHAIRMAN BOYCE

Chairman Boyce called the hearing to order at 9:03 a.m.

Mr. John Pederson, Zoning Division Manager, explained the procedures regarding the public hearing and announced the *withdrawn*, *held*, and *continued* cases.

WITHDRAWN, HELD, AND CONTINUED CASES

- Z-53** **LAND DEVELOPMENT ASSOCIATES, LLC** (Wellstar Health System, Inc., owner) requesting rezoning from **OS** to **UVC** for the purpose of a mixed-use development in land lots 747 and 748 of the 17th district. Located on the south side of Cumberland Parkway, east of Atlanta Road. *(Previously continued by Staff from the August 6, 2019, Planning Commission (PC) hearing through the December 3, 2019, PC hearing until the February 5, 2020, PC hearing).* **WITHDRAWN WITHOUT PREJUDICE**
- Z-75** **FLORENCE HAINES** (Kingdom Embassy Ministries, Inc, owner) requesting rezoning from **GC** to **NRC** for the purpose of operating an indoor kennel in land lot 1081 of the 19th district. Located on 4798 Austell Road at the intersection of Clay Road and Austell Road. **WITHDRAWN WITHOUT PREJUDICE**
- LUP-23** **RENEIKA ROGAN** (Bavan Properties, Inc., owner) requesting a **Land Use Permit (Renewal)** for the purpose of personal care home in land lot 1142 of the 19th district. Located on the northeast corner of Clay Road and Golden Circle (4945 Golden Circle). *(Previously continued by the Planning Commission (PC) until the December 3, 2019, PC hearing).* **WITHDRAWN WITHOUT PREJUDICE**

MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
DECEMBER 17, 2019
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WITHDRAWN, HELD, AND CONTINUED CASES (CONT.)

- LUP-29** **MARILYN PIERCE** (Marilyn A. Pierce, owner) requesting a **Land Use Permit** for the purpose of one additional car parked in driveway and more unrelated adults than the county code permits in land lot 465 of the 16th district. Located on the northeast corner of Lassiter Road and Manor House Drive (3905 Manor House Drive). **WITHDRAWN WITHOUT PREJUDICE**
- O.B. 78** To consider a reduction of minimum lot size for a church from 5 acres to 2.814 acres for Eastside Baptist Church, Inc., for property located at the northeasterly intersection of Austell Road and Sandtown Road in land lots 208 and 225 of the 17th district (1528 Austell Road). **WITHDRAWN WITHOUT PREJUDICE**
- Z-45** **WS HOTELS LLC** (WG-75 Partnership, owner) requesting rezoning from **LRC and GC** to **CRC** for the purpose of a hotel in land lot 55 of the 20th district. Located on the north side of Hickory Grove Road and on the south side of Hickory Grove Place (1550 Hickory Grove Road). *(Previously continued by Staff until the November 5, 2019, Planning Commission (PC) hearing; continued by the PC until the December 3, 2019, PC hearing; held by the PC until the February 5, 2020, PC hearing; therefore, was not be considered at this hearing).*
- Z-56** **KO MANAGEMENT, INC.** (The Estate of Lewis E. Lee; KO Management, Inc., owner) requesting rezoning from **R-20 and NRC** to **RA-5** for the purpose of a residential subdivision in land lots 37 and 39 of the 17th and 18th district. Located on the west side of Mableton Parkway; north side of Wood Valley Road; and on the east side of Glore Circle. *(Previously continued by Staff until the October 1, 2019, Planning Commission (PC) hearing; held by the PC until the November 5, 2019, PC hearing; continued by the PC until the December 3, 2019, PC hearing; held by the PC until the February 5, 2020, PC hearing; therefore, was not considered at this hearing).*
- Z-62** **EMBRY DEVELOPMENT COMPANY, LLC** (Estate of Opal Williams Milam, owner) requesting rezoning from **R-20** to **PVC** for the purpose of mixed use in land lots 77, 78, 155, and 156 of the 18th district. Located on west side of Mableton Parkway, southwest side of Old Powder Springs Road, north side of Boggs Road, north side of Patricia Lane, on the north side of Lynne Circle, on the east and west sides of Milam Drive, on the south side of Sunset Boulevard (not open) and on the east and west sides of Gloria Circle (not open) (Multiple addresses in application). *(Previously continued by Staff until the November 5, 2019, Planning Commission hearing; continued by Staff until the December 3, 2019, PC hearing; continued by Staff until the February 5, 2020, PC hearing; therefore, was not considered at this hearing).*

MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
DECEMBER 17, 2019
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WITHDRAWN, HELD, AND CONTINUED CASES (CONT.)

- Z-67** **20 HOLDINGS, LLC** (20 Holdings, LLC; Eastside Baptist Church, Inc., owners) requesting rezoning from **R-20** to **RM-8** for the purpose of townhomes in land lots 208, 209, and 225 of the 17th district. Located on the southeast intersection of Sandtown Road and Osborne Road; northwesterly intersection of Austell Road and Sandtown Road (1501 and 1521 Sandtown Road and a portion of 1528 Austell Road). *(Previously continued by the Planning Commission (PC) until the December 3, 2019, PC hearing; continued by the PC until the February 5, 2020, PC hearing; therefore, was not considered at this hearing).*
- Z-69** **MIKE BLACKBURN** (Marilyn Hartman Cates, owner) requesting rezoning from **GC and LI** to **HI** for the purpose of parking and storage of heavy equipment used in utility construction in land lots 866 and 872 of the 18th district. Located on the northwest corner of Riverside Parkway and White Road (630 Riverside Parkway). *(Continued by Staff until the February 5, 2020, Planning Commission hearing; therefore, was not considered at this hearing).*
- Z-76** **ST. BENEDICT'S EPISCOPAL DAY SCHOOL, INC** (Cooper Lake-Daniel, LLC, owner) requesting rezoning from **O&I and R-20** to **O&I and R-20** for the purpose of a private school (expansion of grades 5-8) in land lot 695 of the 17th district. Located at the intersection of the northwest side of Cooper Lake Road and the north side of Daniel Street; northeasterly side of Daniel Street (2235 Cooper Lake Road; 2001 Daniel Street). *(Continued by Staff until the February 5, 2020, Planning Commission hearing; therefore, was not considered at this hearing).*
- SLUP-13'¹⁸** **KENNESAW JEWISH CENTER INC.** (Kennesaw Jewish Center Inc., owner) requesting a **Special Land Use Permit** for the purpose of a student center for students of the Jewish faith attending Kennesaw State University in land lots 94 and 97 of the 20th district. Located on the east side of Frey Lake Road, northwest of Campus Loop Road (3590 Frey Lake Road). *(Previously continued by the Board of Commissioners (BOC) from the December 18, 2018, and February 19, 2019, BOC Zoning hearings; held by the BOC from the March 19, 2019, and April 16, 2019, BOC Zoning hearings; held until the June 18, 2019, BOC Zoning hearing; continued by Staff from the August 20, 2019, BOC Zoning hearing through the December 17, 2019, BOC Zoning hearings until the February 18, 2020, hearing; therefore, was not considered at this hearing).*

MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
DECEMBER 17, 2019
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WITHDRAWN, HELD, AND CONTINUED CASES (CONT.)

- SLUP-4** **A-1 AUTO CORES, LLC** (A1 Machine and Mold Incorporated, owner) requesting a **Special Land Use Permit** for the purpose of an auto salvage in land lot 292 of the 17th district. Located on the north side of Pearl Street and on the west side of West Atlanta Street (778 West Atlanta Street). *(Previously continued by Staff from the March 5, 2019, through the December 3, 2019, Planning Commission (PC) hearings until the February 5, 2020, PC hearing; therefore, was not considered at this hearing).*
- SLUP-17** **ST. BENEDICT’S EPISCOPAL DAY SCHOOL, INC.** (Cooper Lake-Daniel, LLC, owner) requesting a **Special Land Use Permit** for the purpose of a private school (expansion of grades 5-8) in land lot 695 of the 17th district. Located at the intersection of the northwest side of Cooper Lake Road and the north side of Daniel Street; northeasterly side of Daniel Street (2235 Cooper Lake Road and 2001 Daniel Street). *(Continued by Staff until the February 5, 2020, Planning Commission hearing; therefore, was not considered at this hearing).*

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.

SCREENING OF OUTSIDE ELECTRONIC VISUAL MATERIAL

Any person wishing to present a visual presentation (PowerPoint, video, photos, etc.) must present their materials to a member of the Communications staff for screening prior to the start of the hearing. These presentations can also be emailed to presentations@cobbcounty.org. This screening is to be done prior to the thumb drive or other media being plugged into a county computer. This is to ensure that the County is not infected with any viruses from the outside thumb drives.

**MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
DECEMBER 17, 2019
PAGE 5**

CONSENT AGENDA

MOTION: Motion by Boyce, second by Cupid, to **approve** the following cases, *except for Z-66, O.B. 76, and O.B. 80, on the Consent Agenda, as revised:*

Z-43 EMBRY DEVELOPMENT COMPANY LLC (Estate of Edna Clara Thompson Morris and Deborah M. Osborne, owners) requesting rezoning from **RM-12 and R-20** to **RM-8** for the purpose of a townhome community in land lot 181 of the 17th district. Located on the southeast side of Cooper Lake Road, south of Vinings Lake Drive (32 and 34 Cooper Lake Road). *(Previously continued by Staff from the July 2, 2019, through the October 1, 2019, Planning Commission (PC) hearings until the November 5, 2019, PC hearing; held by the PC until the December 3, 2019, PC hearing).*

To **delete** Z-43 to the **RA-5** zoning district, subject to:

1. Site plan received by the Zoning Division on November 27, 2019 (attached and made a part of these minutes), with the following changes:
 - A. Small adjustments can be made during Plan Review, *if necessary*, to achieve the required 22' driveway length back from the sidewalk
 - B. The unnamed structure between lots 28 and 29 is an amenity; location is approximate and to be determined at Plan Review
2. Letter of agreeable conditions from Mr. Kevin Moore dated November 27, 2019 (attached and made a part of these minutes), *not otherwise in conflict*, with the following change:
 - A. Item No. 8 – add sub-item (j): “Streets and Sidewalks”
3. A community gathering area shall be provided which shall include a pavilion and/or firepit area with seating
4. District Commissioner to have final approval of building architecture
5. Staff comments and recommendations, *not otherwise in conflict*

MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
DECEMBER 17, 2019
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CONSENT AGENDA (CONT.)

Z-57 **ERIK KLEIN/RITA KLEIN** (ASAL Properties, LLC, owner) requesting rezoning from **R-20** to **CRC** for the purpose of a professional office in land lot 898 of the 16th district. Located on the southwest side of Providence Road, east of Roswell Road (4198 Providence Road). *(Held by the Board of Commissioners (BOC) from their October 15, 2019, hearing until the November 19, 2019, BOC Zoning hearing; continued by Staff until the December 17, 2019, BOC Zoning hearing).*

To **delete** Z-57 to the **LRO** zoning district, subject to:

1. Site plan received by the Zoning Division on December 10, 2019 (attached and made a part of these minutes), with the District Commissioner approving the final site plan
2. Letter from ASAL Properties, LLC- Eric and Rita Klein received December 10, 2019 (attached and made a part of these minutes)
3. If detention is above ground, then the Applicant will install a six-foot, dark colored, vinyl coated chain link fence with landscaping to surround the detention pond; landscaping to be approved by the District Commissioner
4. Fire Department comments and recommendations
5. Water and Sewer Division comments and recommendations
6. Stormwater Management Division comments and recommendations
7. Department of Transportation comments and recommendations

Clerk's Note: While the change cannot be considered for the January, 2020, Future Land Use changes, Commissioner Ott asked Staff to review a list of parcels (attached and made a part of these minutes) where their designation is to be changed from CAC (Community Activity Center) to NAC (Neighborhood Activity Center).

Z-63 **BENTLEY RESIDENTIAL PROPERTIES, LLC** (Bentley Residential Properties, LLC, owner) requesting rezoning from **R-20** to **LI** for the purpose of a commercial landscape company in land lot 1097 of the 16th district. Located on the north side of Gresham Road, west of Gresham Park Drive (1521, 1531, and 1541 Gresham Road). *(Previously continued by Staff from the November 5, 2019, Planning Commission (PC) hearing until the December 3, 2019, PC hearing).*

To **approve** Z-63 to the **LI** zoning district, subject to:

1. A 50-foot buffer on the east side and a 50-foot tree buffer along Gresham Road

MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
DECEMBER 17, 2019
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CONSENT AGENDA (CONT.)

Z-63 BENTLEY RESIDENTIAL PROPERTIES, LLC (CONT.)

2. Pavement of the driveway as stipulated in the Department of Transportation comments
3. Hours of operation to be Monday through Friday from 7:00 a.m. until 7:00 p.m.; no work on Saturday or Sunday
4. Applicant to work with the neighbor regarding fencing and landscaping
5. Staff comments and recommendations

At the call for Z-66 (Smith Douglas Homes), the Applicant was present; there was no opposition, but a resident had some questions about the case. Therefore, Z-66 was pulled from the Consent Agenda. Later in the hearing, after meeting with the Applicant's representative, Mr. Garvis Sams, Jr., the resident's questions had been resolved. Therefore, a motion was made to add Z-66 back to the Consent Agenda (see page 16 of these minutes for the motion).

Z-68 CAR WASH ATLANTA, LLC (Macland Road Property, LLC, owner)
requesting rezoning from **LRO** to **NRC** for the purpose of a car wash in land lot 471 of the 19th district. Located on the south side of Macland Road, east of Ernest Barrett Parkway, west of Bankstone Drive (2501 Macland Road).

To **approve** Z-68 to the **NRC** zoning district, subject to:

1. Site plan received by the Zoning Division on October 8, 2019, with the District Commissioner approving minor modifications (attached and made a part of these minutes)
2. Submittal of a landscape plan incorporating code-compliant buffers to be approved by District Commissioner
3. Stormwater Management comments and recommendations
4. Planning Division comments and recommendations
5. Water and Sewer Division comments and recommendations
6. Department of Transportation comments and recommendations
7. Property to meet the Macland Road Design Guidelines, with the District Commissioner approving the final building architecture

MINUTES OF ZONING HEARING
COBB COUNTY BOARD OF COMMISSIONERS
DECEMBER 17, 2019
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CONSENT AGENDA (CONT.)

Z-70 **SECURE ENTITY SERVICES COMPANY, LLC** (Secure Entity Services Company, LLC, owner) requesting rezoning from **R-20** to **LI** for the purpose of special contractor (wood flooring company and related office use) in land lot 296 of the 17th district. Located on the west side of Atlanta Road, north of Barber Road (1440 Atlanta Road).

To **approve** Z-70 to the **LI** zoning district, subject to:

1. **Site plan dated October 15, 2019 (attached and made a part of these minutes)**
2. **Contractor use only**
3. **No automotive related uses**
4. **Variances as specified in the Zoning comments**
5. **Submittal of a parking plan to be approved by Staff and installed prior to issuance of Certificate of Occupancy**
6. **Stormwater Management Division comments and recommendations**
7. **Planning Division comments and recommendations**
8. **Water and Sewer Division comments and recommendations**
9. **Department of Transportation comments and recommendations**

Z-72 **ANNABEK, LLC** (Annabek, LLC, owner) requesting rezoning from **CS** to **LI** for the purpose of an office warehouse/distribution in land lots 699 and 700 of the 18th district. Located on the northwest corner of Hartman Road and Lake Careca Road, and the southwest side of Lake Careca Road.

To **approve** Z-72 to the **LI** zoning district, subject to:

1. **Site plan received by the Zoning Division on October 21, 2019 (attached and made a part of these minutes)**
2. **As the site plan contains property that is not included in this zoning case, if all the parking shown on the site plan on other parcels is not provided, a new site plan will have to be approved by the Board of Commissioners via Other Business**
3. **The elevation of the building should be substantially similar to the one shown at the December 3, 2019, Planning Commission hearing (attached and made a part of these minutes) or the District Commissioner to approve the elevation**
4. **The required 50-foot landscape buffer for screening of residential property to be waived until the residential property is developed residentially**
5. **The District Commissioner may approve minor modifications, except for those that:**
 - A. **increase the overall square footage of a building**
 - B. **cause a reduction in the size of an approved buffer**

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CONSENT AGENDA (CONT.)

Z-72 ANNABEK, LLC (CONT.)

- C. cause the relocation of a structure closer to the property line of an adjacent property that is zoned the same or is more restrictive in its designated zoning
- D. increase the height of a building that is adjacent to a property that is zoned the same or is more restrictive in its designated zoning
- E. change that is in conflict with an expressed stipulation or condition of zoning
- F. requires a variance or violates Cobb County Ordinance
- 6. Staff comments and recommendations, *not otherwise in conflict*

LUP-25 MARLENE GRAHAM AND CLENTON DAYES (Marlene Graham and Clenton Dayes, owners) requesting a **Land Use Permit (Renewal)** for the purpose of a group home for 10 residents in land lot 561 of the 16th district. Located on the northeast side of Piedmont Road, west of Shaw Road (1371 Piedmont Road).

To **approve** LUP-25 for **24 months**, subject to:

- 1. **Maximum of 10 residents**
- 2. **Department of Transportation comments and recommendations**

At the call for LUP-26 (Hugh Gray), the Applicant was not present, and there was no opposition present. Commissioner Cupid stated she was okay with leaving the case on the Consent Agenda.

LUP-26 HUGH GRAY (Hugh Gray and Kadene Gray, owners) requesting a **Land Use Permit** for the purpose of a group home for six residents in land lot 621 of the 19th district. Located on the southeast side of Elkhart Circle, northeast of Bankstone Drive (2731 Elkhart Circle).

To **approve** LUP-26 for **24 months**, subject to:

- 1. **Site plan received by the Zoning Division on September 3, 2019 (attached and made a part of these minutes)**
- 2. **Maximum of six residents**
- 3. **No parking on the street by residents, staff, or guests**
- 4. **No signs**
- 5. **Staff comments and recommendations, *not otherwise in conflict***

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CONSENT AGENDA (CONT.)

LUP-27 **KOSTA AT SMYRNA** (Stephen Mark Daleas, owner) requesting a **Land Use Permit (Renewal)** for the purpose of a group home in land lot 50 of the 17th district. Located on the north side of Hurt Road, east of Fred Walker Drive (688 Hurt Road SW, Smyrna, GA 30082).

To **approve** LUP-27 for **24 months**, subject to:

1. **Maximum of six residents**
2. **No parking on the right-of-way**
3. **All stipulations from previous Land Use Permits (LUPS) also apply**

LUP-28 **SHIRLEY STREETMAN** (Paul Lamar Streetman, owner) requesting a **Land Use Permit (Renewal)** for the purpose of a beauty shop in land lot 269 of the 17th district. Located on the east side of Woodview Drive, south of Church Road (3195 Woodview Drive).

To **approve** LUP-28 for **24 months**, subject to:

1. **No on-street parking**
2. **Customers by appointment only**
3. **No employees**
4. **No signs**

O.B. 73 To consider a site plan and stipulation amendment for Paulding Construction Services regarding rezoning application Z-23 of 2016 for property located on the west side of Mars Hill Road, south of Mars Hill Church Road in land lot 120 of the 20th district (3255 Mars Hill Road).

To **approve** O.B. 73, subject to:

1. ***Proposed site plan contained in the Other Business packet (attached and made a part of these minutes)***
2. ***Department of Transportation 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*, to remain in effect***

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CONSENT AGENDA (CONT.)

O.B. 74 To consider a stipulation amendment for Michael and Lisa Graham regarding rezoning application Z-122 of 2001 for property located on the south side of Galilee Drive, and on the north side of I-575 in land lot 210 of the 16th district (4214 Galilee Drive).

To **approve** O.B. 74, subject to:

1. **30' landscape buffer is eliminated on this lot**
2. **Maximum impervious surface to be 36.5%**
3. **All previous stipulations and conditions, *not otherwise in conflict*, to remain in effect**

O.B. 75 To consider a site plan amendment for J.M. Huber Corporation regarding rezoning application #423 of 1984 for property located at the southwest intersection of Cumberland Boulevard and Stillhouse Lane in land lots 912 and 949 of the 17th district (3100 Cumberland Boulevard, 3130 Stillhouse Lane).

To **approve** O.B. 75, subject to:

1. ***Proposed site plan contained in the Other Business packet (attached and made a part of these minutes)***
2. ***Department of Transportation 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, to remain in effect***

At the call for O.B. 76 (Racetrac Petroleum, Inc.), opposition was present; therefore, O.B. 76 was pulled from the Consent Agenda and heard on the Regular Agenda. Commissioner Cupid requested that the Applicant meet with the person in opposition to see if a resolution could be met. Later in the hearing, it was determined that the Applicant and the person in opposition had come to an agreement. Therefore, a motion was made to add O.B. 76 back to the Consent Agenda (see page 18 of these minutes for the motion).

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CONSENT AGENDA (CONT.)

O.B. 77 To consider a stipulation amendment for Rose Foods, LLC regarding rezoning application Z-34 of 2010 for property located at the southeast intersection of Pat Mell Road and Olive Springs Road in land lot 229 of the 17th district (20 Pat Mell Road).

To **approve** O.B. 77, subject to:

1. **Department of Transportation comments contained in the Other Business packet (attached and made a part of these minutes)**
2. **All previous stipulations and conditions, *not otherwise in conflict*, to remain in effect**

O.B. 79 To consider a stipulation amendment for Walton Communities, LLC regarding rezoning application Z-27 of 2018 for property located at the northwesterly terminus of Roberts Trail and on the east side of the I-575 on-ramp in land lot 581 of the 16th district (190 Roberts Trail).

To **approve** O.B. 79, subject to:

1. **Letter of agreeable conditions from Mr. Kevin Moore dated April 27, 2018 (attached and made a part of these minutes)**
2. **All previous stipulations and conditions, *not otherwise in conflict*, to remain in effect**

At the call for O.B. 80 (Cheryl Zuckschwerdt), opposition was present; therefore, O.B. 80 was pulled from the Consent Agenda and heard on the Regular Agenda in its numerical order (see page 20 of these minutes for the final decision).

O.B. 81 To consider a stipulation amendment for Geneva Roswell, LLC regarding rezoning application Z-34 of 2001 for property located on the southwesterly side of Alabama Road, north of Sandy Plains Road in land lots 38, 39, and 107 of the 16th district (4905 Alabama Road).

To **approve** O.B. 81, subject to:

1. **Allowance of a *special exception* for a Goodwill store and donation center**
2. **Department of Transportation 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*, to remain in effect**

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CONSENT AGENDA (CONT.)

Commissioner Birrell requested that two other cases, Z-74 (Paul Isbell) and O.B. 70 (David Stuart/Gaskins), be added to the Consent Agenda. The Applicants for Z-74 and O.B. 70 were present, and there was no opposition present for either case. Mr. Pederson read each case into the record, Commissioner Birrell read in her additional stipulations for each case, and then the motion was made to add both cases to the Consent Agenda.

Z-74 **PAUL ISBELL** (Stone Solutions of Atlanta, LLC, owners) requesting rezoning from **HI** to **HI (with stipulations)** for the purpose of an auto body and paint shop in land lot 221 of the 17th district. Located on the west side of Eastside Drive, south of Carruth Drive (1000 Eastside Drive).

To **delete** Z-74 to the **LI** zoning district, subject to:

1. **Planning Commission comments and recommendations, not otherwise in conflict**
2. **If the current Applicant does not close on the property within six months, then the property reverts back to the original zoning (6-month Reversion Clause)**
3. **Staff comments and recommendations**

O.B. 70 To consider a site plan amendment for David Stuart/Gaskins regarding rezoning application Z-70 of 2018 for property located on the north side of Booth Road, the west side of Bells Ferry Road, and the southeasterly side of I-575, in land lots 284 and 285 of the 16th district (3920 Bells Ferry Road). *(Previously continued by The Board of Commissioners (BOC) from the November 19, 2019, BOC Zoning hearing until the December 17, 2019, BOC Zoning hearing).*

To **approve** O.B. 70, subject to:

1. **Letter of agreeable conditions from Mr. Garvis L. Sams, Jr. dated December 11, 2019 (attached and made a part of these minutes)**
2. **Stormwater Management comments contained in the Other Business packet (attached and made a part of these minutes)**
3. **Cobb D.O.T. comments contained in the Other Business packet (attached and made a part of these minutes)**
4. **Fire Department comments contained in the Other Business packet (attached and made a part of these minutes)**
5. **150-foot right turn lane onto North Booth Road with the 100-foot taper and full sidewalks on Bells Ferry Road and North Booth Road frontage**

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CONSENT AGENDA (CONT.)

O.B. 70 (CONT.)

6. District Commissioner to approve the final site plan, elevations, and landscape plan, with review of the site plan and elevations by the Bells Ferry Civic Association; County Arborist to review the landscape plan
7. Email correspondence from Ms. Amy Diaz dated December 13, 2019 (attached and made a part of these minutes)
8. Left turn lane should not overlap with the school turn lane
9. Sign wall to be between 8-feet and 10-feet in height, with a preference to be 10-feet in height; final height will be determined by engineer in Plan Review, with final approval by the District Commissioner
10. Dedicate right-of-way to Georgia DOT (GDOT) for any future system improvements
11. Metal fence with brick columns along Bells Ferry Road and North Booth Road
12. Staff comments and recommendations, *not otherwise in conflict*
13. All previous stipulations and conditions, *not otherwise in conflict*, to remain in effect

Commissioner Cupid requested that O.B. 72 be added to the Consent Agenda. However, after Mr. Pederson read O.B. 72 into the record, opposition was present. Consequently, O.B. 72 stayed on the Regular Agenda. Later in the hearing, an agreement between the Applicant and the opposition was met, so O.B. 72 was added to the Consent Agenda (see page 17 of these minutes for the motion).

Commissioner Birrell made the following motion to add Z-74 and O.B. 70 to the Consent Agenda:

MOTION: Motion by Birrell, second by Boyce, to **add** Z-74 and O.B. 70 to the Consent Agenda, as previously read into the record.

VOTE: **ADOPTED 5-0**

CONSENT VOTE: **ADOPTED 5-0**

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REGULAR AGENDA

By general consensus, companion cases, Z-52 and O.B. 60 (WLM Holdings, LLC), were considered and voted on concurrently.

Z-52 **WLM HOLDINGS, LLC** (WLM Holdings, LLC, owners) requesting rezoning from **O&I** to **NRC** for the purpose of a landscape company in land lot 44 of the 18th district. Located on the south side of Veterans Memorial Highway, the north side of Wallace Road, and on the west side of Cooks Road (76 Veterans Memorial Highway). *(Previously continued by Staff until the October 1, 2019, Planning Commission (PC) hearing; continued by the PC until the November 5, 2019, PC hearing; continued by Staff until the December 17, 2019, Board of Commissioners' Zoning hearing).*

O.B. 60 To consider a stipulation and site plan amendment for WLM Holdings, LLC regarding rezoning application Z-108 of 2016 for property located at the southwest intersection of Cooks Road and Veterans Memorial Highway in land lot 44 of the 18th district. (86 and 96 Veterans Memorial Highway). *(Previously continued by Staff until the December 17, 2019, Board of Commissioners' Zoning Hearing).*

The public hearing was opened, and Mr. James Balli and Ms. Sonya Wheatley addressed the Board. Following presentation and discussion, the following motion was made:

MOTION: Motion by Cupid, second by Gambrill, to **approve** Z-52 to the NRC zoning district and **approve** O.B. 60, subject to:

1. **Letter of agreeable conditions from Mr. James Balli dated December 11, 2019 (attached and made a part of these minutes); this stipulation letter is to override the stipulation letter from Mr. James Balli dated October 30, 2019, that is referenced in the Planning Commission Zoning minutes dated December 3, 2019**
2. **Proposed Parking plan and paving to be brought back through the Land Disturbance Permit (LDP) process within 60 days**
3. **Landscaping to be planted within 120 days**
4. **Landscaping plan, including fencing, to be approved by the District Commissioner, working with the Mableton Improvement Coalition and the email from the adjacent property owner of Kids R Kids (attached and made a part of these minutes); fencing may exceed six feet where there is agreement**
5. **Knox box to be located 50 feet from the edge of right-of-way**
6. **35 foot turn radius to be installed off Veterans Memorial Highway**

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REGULAR AGENDA (CONT.)

Z-52 &
O.B. 60 WLM HOLDINGS, LLC (CONT.)

7. Applicant to ensure gate is open during pine straw delivery
8. Planning Commission comments and recommendations, *not otherwise in conflict*
9. Staff comments and recommendations, *not otherwise in conflict*

VOTE: **ADOPTED** 5-0

Clerk's Note: Following the recess, Commissioner Cupid added stipulation No. 1 regarding the letter of agreeable stipulations from Mr. James Balli dated December 11, 2019. This letter is to override the stipulation letter from Mr. James Balli dated October 30, 2019, that is referenced in the Planning Commission Zoning minutes.

Chairman Boyce called for a brief recess from 10:18 a.m. until 10:30 a.m.

CONSENT AGENDA (CONT.)

Following the recess, Chairman Boyce announced that three more cases, Z-66 (Smith Douglas Homes), O.B. 72 (Protec Equipment Resource), and O.B. 76 (Racetrac Petroleum, Inc.), were to be added to the Consent Agenda.

Mr. Pederson read Z-66 (Smith Douglas Homes) into the record, and Commissioner Birrell read in her additional stipulations for Z-66. Thereafter, the following motion was made to add Z-66 back to the Consent Agenda:

MOTION: Motion by Birrell, second by Boyce, to **add** Z-66 back to the Consent Agenda, as follows:

Z-66 SMITH DOUGLAS HOMES (VB Whitman, LLC, owner) requesting rezoning from **O&I** to **RM-12** for the purpose of townhomes in land lot 299 of the 16th district. Located on the southwest corner of Canton Road and Kensington Drive. ***(Previously continued by Staff until the December 3, 2019, Planning Commission hearing).***

To **delete** Z-66 to the **RA-6** zoning district, subject to:

1. **Site plan received by the Zoning Division on November 19, 2019 (attached and made a part of these minutes)**

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CONSENT AGENDA (CONT.)

Z-66 SMITH DOUGLAS HOMES (CONT.)

2. Letter of agreeable conditions from Mr. Garvis L. Sams, Jr. dated November 19, 2019 and December 10, 2019 (attached and made a part of these minutes), with the following change to the November 19, 2019 letter:
 - A. Item No. 7 – modify to read: “...rights-of-way (streets and all related infrastructure within the rights-of-way),...”
3. Maximum number of rentals to be 10%
4. Maximum impervious surface per lot to be 45%
5. Landscape plan and elevations to be submitted during the Plan Review process and approved by the District Commissioner
6. Landscape plan to have emphasis on landscaping on the south side along Canton Hwy
7. Final site plan and elevations to be approved by the District Commissioner

VOTE: **ADOPTED 5-0**

Since the Applicant for O.B. 72 (Protec Equipment Resource) and the opposition had come to an agreement, Mr. Pederson read O.B. 72 into the record, and Commissioner Cupid read in her stipulations for O.B. 72. Thereafter, the following motion was made to add O.B. 72 to the Consent Agenda, as follows:

MOTION: Motion by Cupid, second by Boyce, to **add** O.B.72 to the Consent Agenda, as follows:

O.B. 72 To consider a stipulation amendment for Protec Equipment Resource regarding rezoning application Z-10 of 2012 for property located at the southeast intersection of Veterans Memorial Highway and Azalea Drive in land lot 165 of the 18th district (880 Veterans Memorial Highway).

To **approve** O.B. 72, subject to:

1. Applicant to request that the Department of Public Health (DPH) ensure that the function of the on-site septic is compliant with DPH guidelines; Applicant to be in communication about this review with the property owner located at 6081 Azalea Drive

VOTE: **ADOPTED 5-0**

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CONSENT AGENDA (CONT.)

Since the Applicant for O.B. 76 (Racetrac Petroleum, Inc.) and the opposition had come to an agreement, Mr. Pederson read O.B. 76 into the record. The Applicant's representative, Mr. Parks Huff and Commissioner Cupid read in their additional stipulations for O.B. 76. Thereafter, the following motion was made to add O.B. 76 back to the Consent Agenda, as follows:

MOTION: Motion by Cupid, second by Gambrill, to **add** O.B.76 back to the Consent Agenda, as follows:

O.B. 76 To consider a stipulation and site plan amendment for Racetrac Petroleum, Inc. regarding rezoning application Z-10 of 2011 for property on the east side of Austell Road, on the north side of Windy Hill Road, and on the west side of Arkose Drive in land lots 14 and 59 of the 17th district (15 Windy Hill Road, 2390-2382-2374 Arkose Drive).

To **approve** O.B. 76, subject to:

1. ***Proposed site plan and sign renderings contained in the Other Business packet (attached and made a part of these minutes)***
2. ***Department of Transportation comments contained in the Other Business packet (attached and made a part of these minutes), with the addition of the following statement: "This potential re-evaluation of this location will be based on annual traffic growth, crash history of one year or more after opening, or future AASHTO publications which are not anticipated within the 2020 calendar year."***
3. **Sign height is to be limited to 12 feet**
4. **District Commissioner to approve final building elevations**
5. **All previous stipulations and conditions, *not otherwise in conflict*, to remain in effect**

VOTE: **ADOPTED 5-0**

MOTION: Motion by Boyce, second by Cupid, to **approve** the Consent Agenda, *as amended*.

VOTE: **ADOPTED 5-0**

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REGULAR AGENDA (CONT.)

Z-71 **TRATON HOMES, LLC** (Luther Horace Wiggins, Jr., owner) requesting rezoning from **R-20 and R-15** to **RSL** for the purpose of non-supportive residential senior living community in land lots 524 and 525 of the 16th district. Located on the northwest side of Sandy Plains Road, west side of Ebenezer Road (2891 Ebenezer Road).

The public hearing was opened; and Mr. Kevin Moore, Mr. Charles Sprayberry, Mr. Edward England, and Mr. Walton Stephens addressed the Board. Following presentation and discussion, the following motion was made:

MOTION: Motion by Birrell, second by Gambrill, to **hold** Z-71 until the February 18, 2020, Board of Commissioners' Zoning Hearing.

VOTE: **ADOPTED 5-0**

Z-73 **REBEKAH T. RESH AND WARREN WILLIAM RESH, III** (Warren William Resh, III and Rebekah T. Resh, owners) requesting rezoning from **R-80** to **R-40** for the purpose of a single-family subdivision (maximum of four lots) in land lot 166 of the 19th district. Located on the west side of Casteel Road, north of Luther Ward Road (1042 Casteel Road).

The public hearing was opened; and Mr. Kevin Moore, Ms. Diane Quammen, Mr. Paul Paulson, Ms. Kathy Stettler, and Mr. Lindsey Tippins addressed the Board. Following presentation and discussion, the following motion was made:

MOTION: Motion by Gambrill, second by Birrell, to **delete** Z-73 to the RR (Rural Residential) zoning district, subject to:

1. Site plan presented at the December 3, 2019, Planning Commission Zoning Hearing, with the 40,000 square foot lot being changed per the letter from Mr. Lindsey Tippins dated December 11, 2019, to a minimum of 50,000 square feet, with a front setback of 100 feet, and with the side setback to be the same as the R-80 code; this only applies to tract 2
2. District Commissioner to approve the final site plan
3. Maximum of three homes
4. Fire Department comments and recommendations
5. Water and Sewer Division comments and recommendations
6. Department of Transportation comments and recommendations

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REGULAR AGENDA (CONT.)

Z-73 REBEKAH T. RESH AND WARREN WILLIAM RESH, III (CONT.)

Prior to the vote, further discussion ensued, and then Chairman Boyce made the following substitute motion:

SUBSTITUTE MOTION

MOTION: Motion by Boyce, second by Ott, to **hold** Z-73 until the February 18, 2020, Board of Commissioners' Zoning Hearing.

VOTE: **ADOPTED 5-0**

OTHER BUSINESS

O.B. 80 To consider a reduction of minimum lot size for livestock from 2 acres to .5566 acres for Cheryl Zuckschwerdt for property located on the west side of Big Oaks Drive, south of Old Dallas Road in land lot 26 of the 19th district (2675 Big Oaks Drive).

Mr. Pederson presented the Applicant's request to reduce the lot size from two acres to 0.556 acres for livestock (1 goat). The public hearing was opened; and Ms. Cheryl Zuckschwerdt, Mr. Mark Elrod, and Mr. Randall Bedgood addressed the Board. Following presentation and discussion, the following motion was made:

MOTION: Motion by Gambrill, second by Boyce, to **approve** O.B. 80 for **12 months**, subject to:

1. One goat only

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

ADJOURNMENT

The hearing adjourned at 12:37 p.m.

Robin L. Stone, Deputy County Clerk
Cobb County Board of Commissioners



District Attorney

Joyette Holmes, District Attorney

Districts All

Item No. 24.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Joyette Holmes, District Attorney
DATE: January 14, 2020

PURPOSE

To authorize the appropriation of program revenue into the personnel budget of the District Attorney's Office and approve the creation of a Court Support Supervisor, grade 20, position within the department.

BACKGROUND

The District Attorney's Office has managed a diversion program within the County for a number of years. This program generates revenue in the form of payments made by offenders when they are accepted into the District Attorney's diversion program.

The established fee to participate in the diversion program is a one-time payment of \$450.00 per offender, payable upon acceptance into the program. Over the past 10 years (FY2010 - FY2019), the collection totals have averaged approximately \$82,500.00 annually. This revenue has been included as part of the annual General Fund budget process and is not restricted to the District Attorney's budget.

Recently, the participation fee for this program has been reduced in order to make this option more affordable to interested parties. As a result, it is expected that the number of participants will increase moderately while the revenue either remains neutral, or revenue will increase as the number of participants increases significantly with the lower fee.

The workload associated with the diversion program has been carried by administrative staff as an additional task to their normal job functions. With the anticipated expansion of this program, the need for a Diversion Program Coordinator has reached a critical point. The success of this program is entirely contingent on the effective and timely coordination and administration of participant cases and requires a staff position solely dedicated to its management.

In order to facilitate this personnel request, the District Attorney's Office requests that the Board authorize an increase in the department's personnel budget by an amount equal to the revenue generated by this program. To achieve this reallocation of diversion revenue to the District Attorney's Office, it is necessary to reduce General Fund undesignated contingency by an equivalent amount to maintain a balanced budget.

IMPACT STATEMENT

This action is a reallocation of program fees from undesignated General Fund contingency to the departmental personnel budget of the District Attorney's Office to offset program expenses. No additional funding is required for this item.

FUNDING

Decrease Expenditure:	010-015-0145-8820 (Undesignated Contingency)	\$82,500.00
Increase Expenditure:	010-170-8750-6012 (Salaries)	\$56,615.27
	010-170-8750-6032 (Disability)	\$ 203.81
	010-170-8750-6034 (FICA)	\$ 4,331.05
	010-170-8750-6036 (Medical)	\$ 4,929.35
	010-170-8750-6038 (Life Ins)	\$ 226.46
	010-170-8750-6044 (Retirement)	\$13,915.97
	010-170-8750-6045 (Defined Cont.)	\$ 1,132.30
	010-170-8750-6052 (Workers' Comp)	\$ 742.79
	010-170-8750-6054 (Dental)	\$ 403.00
		\$82,500.00

RECOMMENDATION

The Board of Commissioners authorize the appropriation of program revenue into the personnel budget of the District Attorney's Office; approve the creation of a Court Support Supervisor, grade 20, position within the department; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Transportation

Erica Parish, Director

District 2

Item No. 25.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: January 14, 2020

PURPOSE

To approve Change Order No. 1 (final) to the contract with C.W. Matthews Contracting Company, Inc., for Interstate North Parkway Roadway Restoration, Project. No. W4412, CCDOT Contract No. 001071.

BACKGROUND

On August 28, 2019, a 12-inch ductile iron line connected to the Cobb County Marietta Water Authority's 48-inch line broke, near the point that it connects to the 12-inch water main which runs parallel with the road. This resulted in failure of the water main beneath Interstate North Parkway, causing a section of the roadway, sidewalk, and curb and gutter to collapse. All lanes were closed between Powers Ferry Road and Cumberland Boulevard, pending emergency repairs.

The Department, in collaboration with the Water System, recommended retaining a contractor to repair the roadway. On August 28, 2019, the County Manager, under emergency authority granted by the Board of Commissioners, approved commencement of the repairs.

Emergency repairs on the collapsed roadway area began immediately, and continued until all lanes were re-opened to traffic on August 30, 2019. Non-emergency work to repair the curb and gutter, sidewalk, and to apply the final asphalt topping was completed immediately following completion of the required utility work.

On October 8, 2019, the Board ratified previous action by the County Manager authorizing emergency repairs to a segment of Interstate North Parkway, in response to the water main failure. The Board also approved a contract with C.W. Matthews Contracting Company, Inc., (Matthews) for repairs on Interstate North Parkway Roadway Restoration.

Details for action requested are as follows:

Construction is complete and Change Order No. 1 (final) to the contract with Matthews, a savings to the project in the amount of \$29,589.42, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Matthews.

Original Contract	\$120,000.00
Change Order No. 1	<u>(\$ 29,589.42)</u>
Revised Contract	\$ 90,410.58

IMPACT STATEMENT

N/A

FUNDING

A savings to the Water System's CIP Budget, as follows:

Decrease GAE 51010081910:	510-500-5756-6520-W4412-C	Interstate North Parkway	\$29,589.42
Transfer from:	Interstate North Roadway Restoration 510-500-5756-6520-W4412-C	Water Line R&M Service	\$29,589.42
Transfer to:	Miscellaneous County Roadway Improvements 510-500-5756-8005-W4702-Z	Preliminary Estimates	\$29,589.42

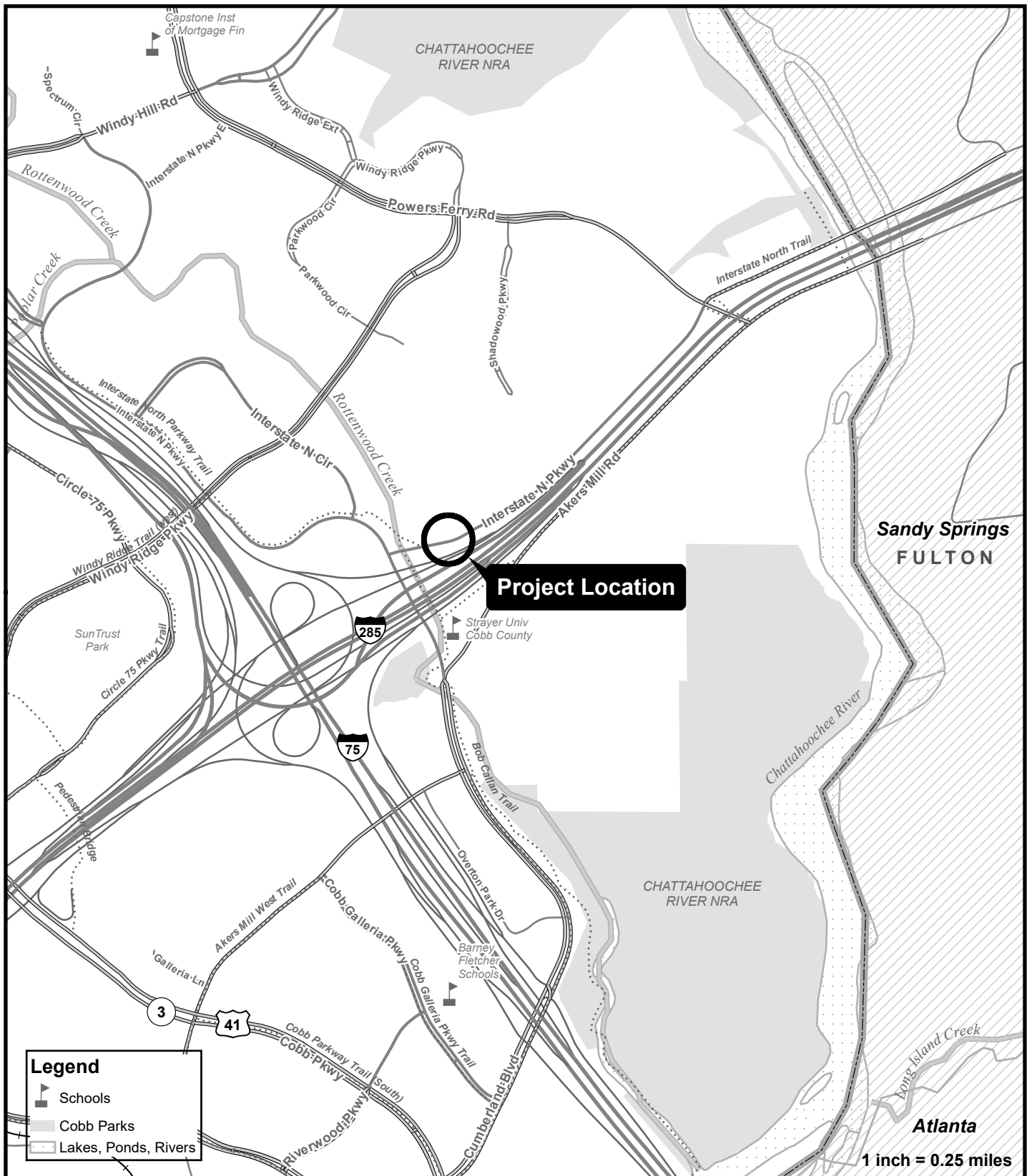
RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the contract with C.W. Matthews Contracting Company, Inc., a savings to the project in the amount of \$29,589.42, for Interstate North Parkway Roadway Restoration, Project No. W4412, CCDOT Contract No. 001071; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

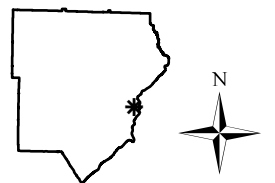
LOCATION MAP



Department of Transportation

PROJECT:
Interstate North Parkway Roadway Restoration
Project No. W4412

DATE: January 14, 2020



Notes: Commission District 2

GA-COBB-20-0114-A-000226



Transportation

Erica Parish, Director

District 4

Item No. 26.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: January 14, 2020

PURPOSE

To approve Change Order No. 1 (final) to the contract with Baldwin Paving Company, Inc., for bridge replacement on Macedonia Road over Noses Creek, Project No. X2114, CCDOT Contract No. 001282.

BACKGROUND

Macedonia Road over Noses Creek is an approved bridge replacement project in the 2016 SPLOST Transportation Improvements Program.

The project consisted of a complete replacement of the substandard bridge crossing over Noses Creek.

On September 11, 2018, the Board of Commissioners approved a contract with Baldwin Paving Company, Inc. (Baldwin), for bridge replacement on Macedonia Road over Noses Creek

Details for action requested are as follows:

Construction is complete and Change Order No. 1 (final) to the contract with Baldwin, a savings to the project in the amount of \$367,297.87, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Baldwin.

Original Contract	\$1,882,268.34
Change Order No. 1	<u>(\$ 367,297.87)</u>
Revised Contract	\$1,514,970.47

IMPACT STATEMENT

N/A

FUNDING

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

Decrease GAE 34709111831: 347-050-X210-X210-8762-X2114-C Turnkey Construction \$260,702.45

Transfer from: 347-050-X210-X210-8762-X2114-C Turnkey Construction \$260,702.45

Transfer to: 347-050-X210-X210-8761-X2114-C Preliminary Estimate \$260,702.45

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

Macedonia Road over Noses Creek is an eligible project/program under the Infrastructure Preservation – Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 11). Macedonia Road over Noses Creek improvements include the replacement of the deficient bridge.

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

Decrease GAE 51009111831: 510-500-5756-8260-W4383-C Turnkey Construction \$106,595.42

Transfer from: Macedonia Road/Noses Creek Bridge Water Main

510-500-5756-8260-W4383-C	Construction	\$106,595.42
510-500-5756-6613-W4383-A	Interest Expense-Retainage	\$ 360.00
510-500-5756-8265-W4383-M	Material and Supplies	\$ 1,000.00
510-500-5756-8810-W4383-T	Contingency	<u>\$ 2,850.00</u>
	Total:	\$110,805.42

Transfer to: DOT Projects - Relocate Lines

510-500-5756-8005-W4069-Z Preliminary Estimates \$110,805.42

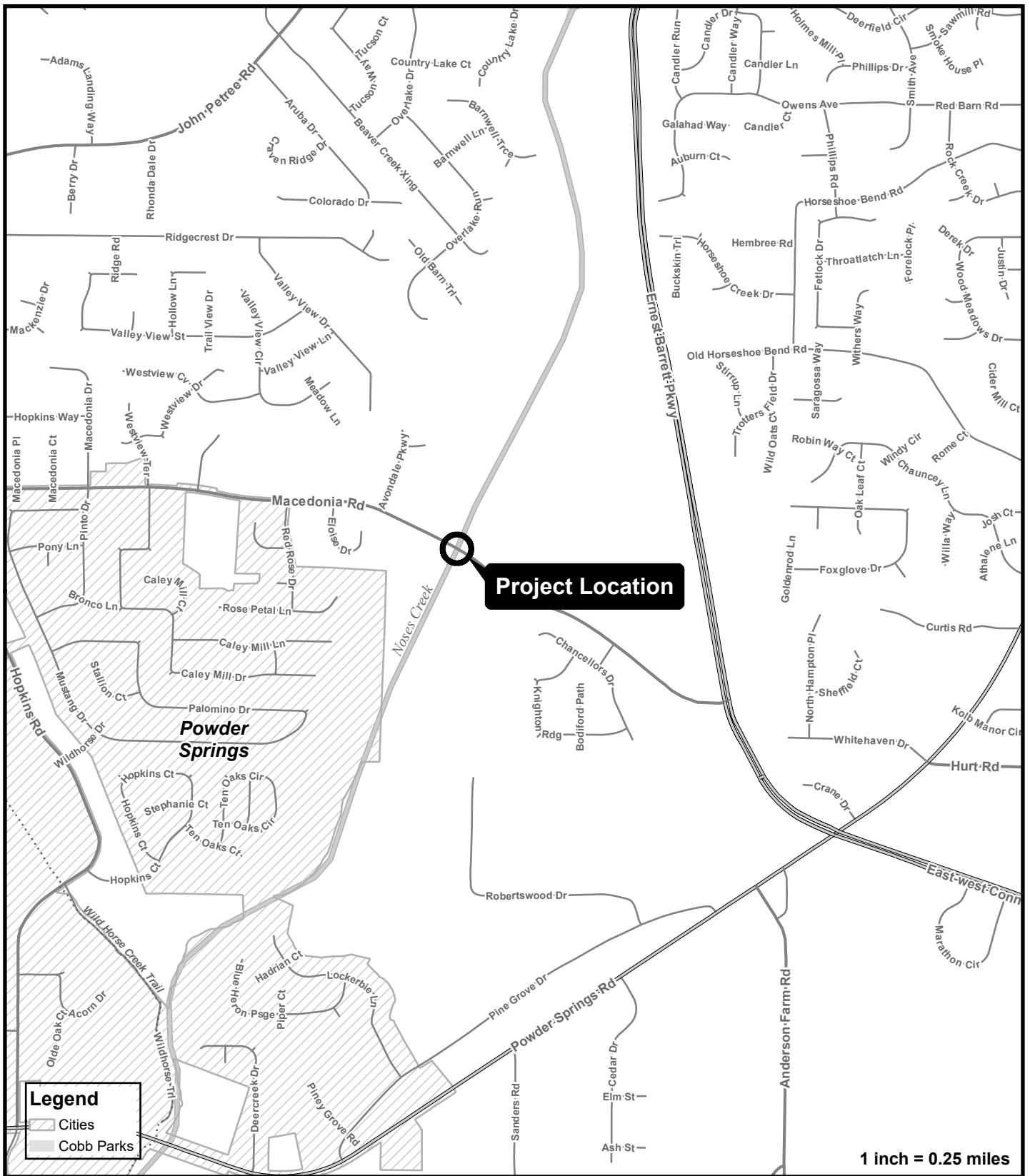
RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the contract with Baldwin Paving Company, Inc., a savings to the project in the amount of \$367,297.87, for bridge replacement on Macedonia Road over Noses Creek, Project No. X2114, CCDOT Contract No. 001282; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

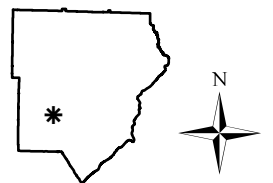
LOCATION MAP



Department of Transportation

PROJECT:
Macedonia Road over Noses Creek
Project No. X2114

DATE: January 14, 2020



Notes: Commission District 4

GA-COBB-20-0114-A-000229



Transportation

Erica Parish, Director

District 2

Item No. 27.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: January 14, 2020

PURPOSE

To approve Change Order No. 1 (final) to the contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, for Phase 3 demolition of two condominiums for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001488.

BACKGROUND

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

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

Construction of this project required demolition of buildings at various complexes within the project limits, as follows: 6 buildings at The Woods Condominiums; 27 buildings at Turnberry Lane Townhomes; 2 buildings at Forest Ridge Condominiums; 12 buildings at The Terrell Ridge Condominiums; 4 buildings at Arlington Park at Wildwood Apartments; and 4 additional buildings at Arlington Park at Wildwood Apartments.

On July 23, 2019, the Board of Commissioners approved a contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling (Tucker) for demolition of two condominiums located at Forest Ridge Condominiums for construction of Windy Hill Road/Terrell Mill Road Connector.

Details for action requested are as follows:

Demolition is complete and Change Order No. 1 (final) to the contract with Tucker, a savings to the project in the amount of \$15,831.25, is requested due to variations between the original and final plan quantities. These are the final changes necessary to close this contract with Tucker.

Original Contract	\$38,706.25
Change Order No. 1	<u>(\$15,831.25)</u>
Revised Contract	\$22,875.00

IMPACT STATEMENT

N/A

FUNDING

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

Decrease GAE 34707231930:	347-050-X240-X240-8751-X2401-R	Structure Removal	\$15,831.25
Transfer from:	347-050-X240-X240-8751-X2401-R	Structure Removal	\$15,831.25
Transfer to:	347-050-X240-X240-8741-X2401-R	Preliminary Estimate	\$15,831.25

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

Windy Hill Road/Terrell Mill Road Connector is an eligible project/program under the Congestion Relief and Mobility Improvements - Thoroughfare and Mobility Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 21). Windy Hill Road/Terrell Mill Road Connector improvements include a new four-lane roadway.

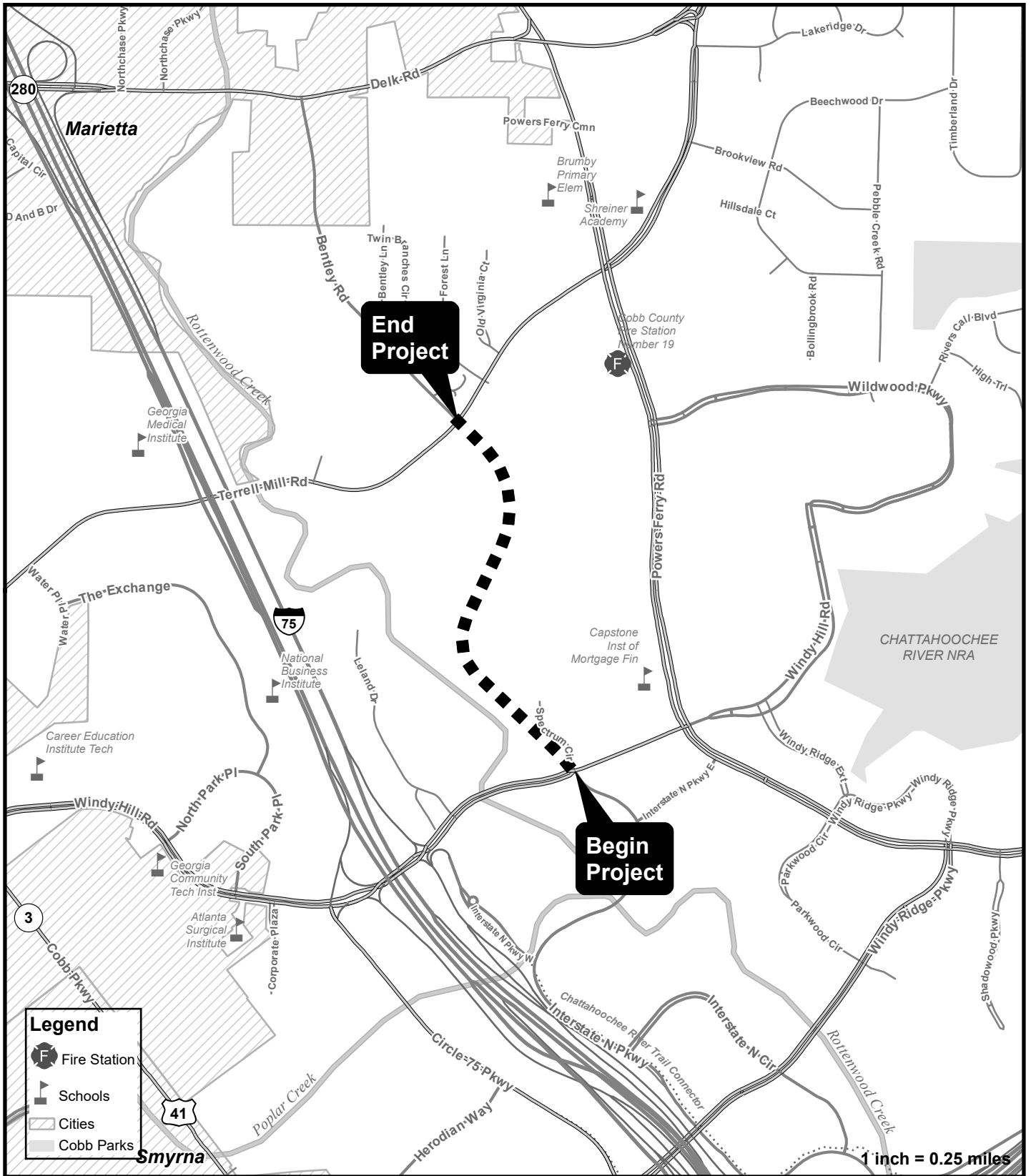
RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, a savings to the project in the amount of \$15,831.25, for Phase 3 demolition of two condominiums located at Forest Ridge Condominiums for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001488; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

LOCATION MAP

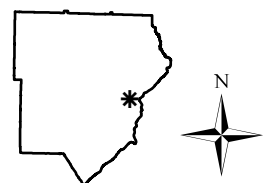


Department of Transportation

Notes: Commission District 2

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

DATE: January 14, 2020



GA-COBB-20-0114-A-000232



Transportation

Erica Parish, Director

District 3

Item No. 28.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: January 14, 2020

PURPOSE

To approve a contract with C.W. Matthews Contracting Company, Inc., for: McCollum Parkway at Ben King Road, Project No. X2309; Big Shanty Road Sidewalk, Project No. X2704; and McCollum Parkway Multi-Use Trail, Project No. E7350, CCDOT Contract No. 001490.

BACKGROUND

McCollum Parkway at Ben King Road is an approved intersection improvements project in the 2016 SPLOST Transportation Improvements Program (TIP). This is a joint project with the City of Kennesaw.

The project consists of intersection improvements on McCollum Parkway at Ben King Road and Big Shanty Road, including construction of a roundabout at the intersection of McCollum Parkway at Ben King Road. Also included are the addition of turn lanes, and road realignment of Lockhart Drive and McCollum Parkway.

Big Shanty Road Sidewalk is an approved pedestrian improvements project in the 2016 SPLOST TIP.

The project consists of installing sidewalk along the north side of Big Shanty Road, from McCollum Parkway to Chastain Road.

McCollum Parkway Multi-Use Trail (formerly known as McCollum Parkway Sidewalk) is an approved pedestrian improvements project in the 2011 SPLOST TIP.

The project consists of constructing a multi-use trail along the west side of McCollum Parkway, from Ben King Road to Olympic Lane.

The Invitation to Bid was advertised in the *Marietta Daily Journal* on September 13, 20, and 27, 2019, and again on October 4, 2019. Bids were received on October 10, 2019, from the following companies:

<u>Company</u>	<u>Bid Amount</u>
C.W. Matthews Contracting Company, Inc.	\$4,870,688.87
CMES, Inc.	\$5,107,176.50
Baldwin Paving Company, Inc.	\$5,236,282.96
Ohmshiv Construction, LLC	\$5,719,785.85

The low bid of \$4,870,688.87 from C.W. Matthews Contracting Company, Inc., was reviewed and found to be reasonable and responsive. Bid tabulation consists of \$4,337,874.87 in roadway costs and \$532,814.00 in Water System costs. The completion date for this project is 365 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 transfers:

Transfer from:	347-050-X230-X230-8761-X2309-C	Preliminary Estimate	\$1,233,000.00
	347-050-X260-X260-8761-X2606-C	Preliminary Estimate	\$1,719,589.87
Transfer to:	347-050-X230-X230-8762-X2309-C	Turnkey Construction	\$2,952,589.87

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

McCollum Parkway at Ben King Road (joint project with Kennesaw) is an eligible project/program under the Safety and Operational Improvements – Intersection Improvements Component of the 2016 SPLOST TIP (Cobb County 2016 SPLOST, pp. 7, 16). McCollum Parkway at Ben King Road (joint project with Kennesaw) includes intersection improvements.

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

Transfer from:	347-050-X270-X270-8761-X2704-C	Preliminary Estimate	\$386,463.77
Transfer to:	347-050-X270-X270-8762-X2704-C	Turnkey Construction	\$386,463.77

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

Big Shanty Road Sidewalk is an eligible project/program under the Pedestrian Improvements – Sidewalks Component of the 2016 SPLOST TIP (Cobb County 2016 SPLOST, pp. 7, 14). Pedestrian Improvements within Commission District 3 include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity center multi-modal facilities (transit stops/shelters, etc.), and other congested areas, to include pedestrian bridges where needed.

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

Transfer from:	345-050-E007-E735-8761-E7350-C	Preliminary Estimate	\$998,821.23
Transfer to:	345-050-E007-E735-8762-E7350-C	Turnkey Construction	\$998,821.23

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

McCollum Parkway Multi-Use Trail (formerly known as McCollum Parkway Sidewalk) is an eligible project/program under the Pedestrian Improvements – Sidewalks Component of the 2011 SPLOST TIP (Cobb County 2011 SPLOST, pp. 10, 16). Fill-In-The-Gaps improvements include construction of sidewalks along roadways throughout the County.

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	\$549,784.00
Transfer to:	McCollum Parkway at Ben King Road 510-500-5756-8260-W4404-C	Construction	\$532,814.00
	510-500-5756-8265-W4404-M	Materials and Supplies	\$ 5,000.00
	510-500-5756-6613-W4404-A	Interest Expense on Retainage	\$ 1,330.00
	510-500-5756-8810-W4404-T	Contingency	<u>\$ 10,640.00</u>
		Total:	\$549,784.00

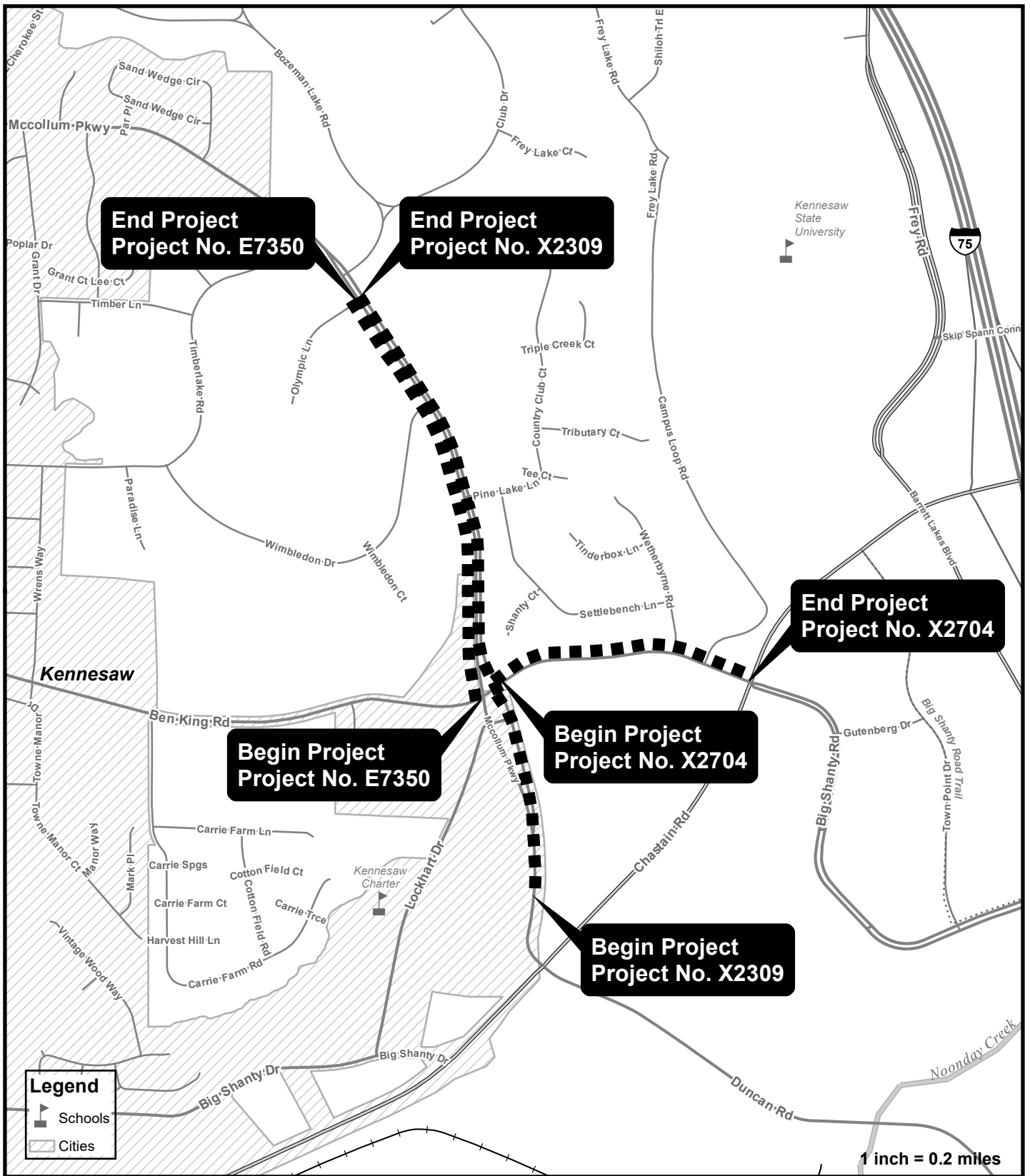
RECOMMENDATION

The Board of Commissioners approve a contract with C.W. Matthews Contracting Company, Inc., in an amount not to exceed \$4,870,688.87, for: McCollum Parkway at Ben King Road, Project No. X2309; Big Shanty Road Sidewalk, Project No. X2704; and McCollum Parkway Multi-Use Trail, Project No. E7350, CCDOT Contract No. 001490; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

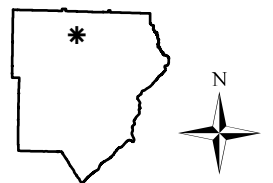
LOCATION MAP



Department of Transportation

PROJECT:
 McCollum Parkway at Ben King Road; Big Shanty Road
 Sidewalk; and McCollum Parkway Multi-Use Trail
 Project Nos. X2309; X2704; and E7350

DATE: January 14, 2020



Notes: Commission District 3

GA-COBB-20-0114-A-000237



Transportation

Erica Parish, Director

District 4

Item No. 29.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: January 14, 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 Factory Shoals Road (Harmony Leland and Clay Elementary Schools), Phase 2, Project No. X2807.

BACKGROUND

School Zone Improvements is an approved component in the 2016 SPLOST Transportation Improvements Program.

The Factory Shoals Road (Harmony Leland and Clay Elementary Schools) project was developed in coordination with the Cobb County School District (CCSD) as a part of the relocation of Harmony Leland and Clay Elementary Schools to one site. Primary access to the new school will be on Factory Shoals Road, south of Mableton Parkway. The Department and CCSD have coordinated efforts in developing plans for school zone improvements in accordance with the Working Protocol currently in place.

A traffic study conducted by the Department for the new school location identified the need for the creation of a right-turn lane on Mableton Parkway at Factory Shoals Road, and recommended additional improvements on Factory Shoals Road and on Beverly Drive. These improvements are to be implemented in two phases: Phase 1 (Factory Shoals Road at Mableton Parkway) and Phase 2 (Factory Shoals Road and Beverly Drive).

Additional rights-of-way are needed to construct Phase 2 of this project. Right-of-way funding for this project is available in the 2016 SPLOST TIP Fund approved budget.

Negotiations with the property owners 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 a condemnation action 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. It is appropriate for the County to use this 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

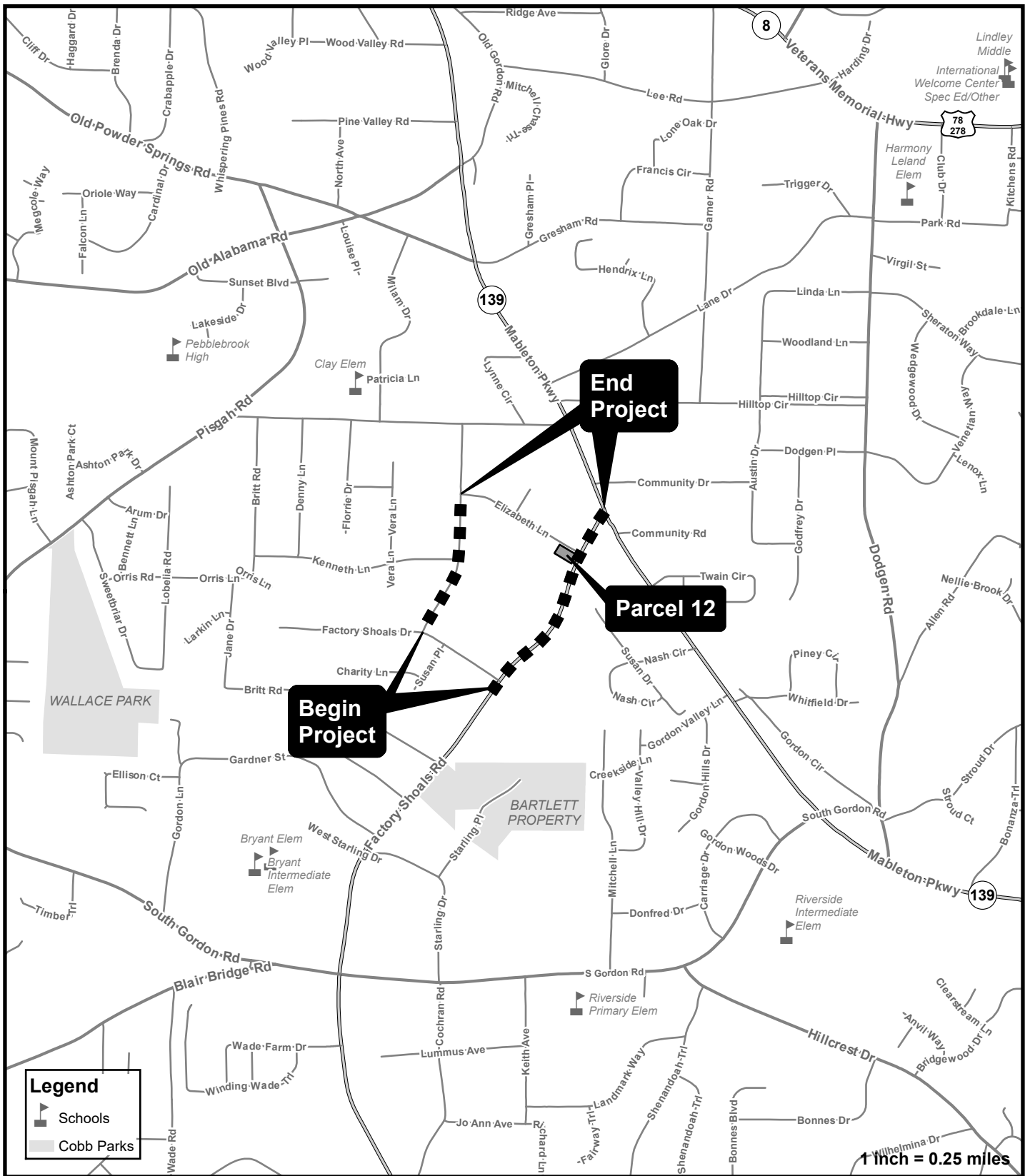
RECOMMENDATION

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 Factory Shoals Road (Harmony Leland and Clay Elementary Schools), Phase 2, Project No. X2807; 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

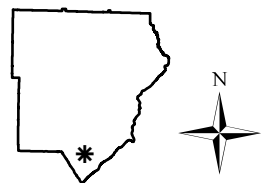


Department of Transportation

Notes: Commission District 4

PROJECT:
Factory Shoals Road, Phase 2
Project No. X2807

DATE: January 14, 2020



GA-COBB-20-0114-A-000240

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 198.14 SQUARE FEET OF FEE SIMPLE RIGHT-OF-WAY, BEING PROJECT PARCEL NO. 12, TAX PARCEL NO. 18019000240, 18th 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 Victor Manuel Iriondo, Marvin Stanley Iriondo Tobar and Victor Hugo Iriondo Tobar, being project parcel no. 12, tax parcel no. 18019000240, 18th 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 Victor Manuel Iriondo, Marvin Stanley Iriondo Tobar and Victor Hugo Iriondo Tobar, being project parcel no. 12, tax parcel no. 18019000240, 18th District, Second Section of Cobb County, Georgia pursuant to Project No. X2807 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:	Factory Shoals Phase 2
PROJECT NUMBER:	X2807
PARCEL NUMBER:	12
PROPERTY OWNER:	Victor Manuel Iriondo, Marvin Stanley Iriondo Tobar, and Victor Hugo Iriondo Tobar 6294 Factory Shoals Road Mableton, GA 30126
TAX PARCEL I.D. NUMBER :	18019000240
ACQUISITION:	
Fee Simple Right-of-Way:	198.14 square feet (0.010% of total tract)
APPROXIMATE REMAINING PROPERTY:	0.43 Acre
LOCATION OF STRUCTURE:	More than 35 feet
CONTACTS:	
First:	June 11, 2019
Last:	December 12, 2019
ACQUISITION AGENT:	Michelle Rocha
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.

*January 14, 2020



Transportation

Erica Parish, Director

District 2

Item No. 30.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: January 14, 2020

PURPOSE

To approve a Memorandum of Agreement with Cobb County-Marietta Water Authority for relocation of a waterline facility for Kennesaw Mountain Pedestrian Improvements, Cobb County Project No. X2404.

BACKGROUND

Kennesaw Mountain Pedestrian Improvements, also known as Cheatham Hill Multi-Use Trail, is an approved thoroughfare and mobility improvements project in the 2016 SPLOST Transportation Improvements Program. This is a joint project with the City of Marietta (City).

The project objective is to improve the trail network in the Kennesaw Mountain National Battlefield Park area. Improvements include construction of an eight-foot to ten-foot wide multi-use trail along the following corridors: the east side of Cheatham Hill Road, beginning at Powder Springs Road, extending north to the existing trail on the west side of John Ward Road; from the intersection of John Ward Road and Whitlock Avenue/Dallas Highway/SR120, ending at Cheatham Hill Drive; and the east side of Burnt Hickory Road, from Whitlock Avenue north to Polk Street, then crossing over to extend along the west side of Burnt Hickory Road to Old Mountain Road.

On June 27, 2017, the Board of Commissioners approved a Cobb Framework Agreement (CFA) with the City of Marietta for Kennesaw Mountain Pedestrian Improvements.

On April 23, 2019, the Board approved a Reimbursable Contract for Acquisition of Right-of-Way (Contract) with the Georgia Department of Transportation (GDOT), in an amount not to exceed \$1,074,000.00, for Kennesaw Mountain Pedestrian Improvements. The Department was notified by GDOT on May 6, 2019, that additional funding, in an amount not to exceed \$174,000.00, was available for this project.

On May 28, 2019, the Board approved Contract Modification No. 1 (Supplemental Agreement) to the Contract with GDOT for Kennesaw Mountain Pedestrian Improvements.

On June 11, 2019, the Board approved Amendment No. 1 to the CFA with the City for Kennesaw Mountain Pedestrian Improvements.

During design of this project, Cobb County-Marietta Water Authority (CCMWA) identified a waterline facility that will need to be moved to facilitate construction and implementation of the project. CCMWA has agreed to fund the relocation of the waterline facility, in an amount estimated not to exceed \$1,475,000.00; therefore, a Memorandum of Agreement (MOA) with CCMWA is required to define the responsibilities and rights of both parties.

The MOA with the CCMWA for Kennesaw Mountain Pedestrian Improvements has been reviewed by the County Attorney's Office.

IMPACT STATEMENT

N/A

FUNDING

Appropriate receipt of revenue from Cobb County-Marietta Water Authority to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Increase Revenue:	347-050-X240-X240-4506-X2404-C	Other Local Revenue	\$1,475,000.00
Increase Expenditure:	347-050-X240-X240-8761-X2404-C	Preliminary Estimate	\$1,475,000.00

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

Kennesaw Mountain Pedestrian Improvements, also known as Cheatham Hill Multi-Use Trail, is an eligible project/program under the Congestion Relief and Mobility Improvements - Thoroughfare and Mobility Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 21, 24). Local Match for Future Federal/State/Other Funding includes required local match for the Cheatham Hill Multi-Use Trail (Kennesaw Mountain National Battlefield Park Connector) project, to be funded by the Georgia Department of Transportation. Improvements include the addition of a multi-use trail along Cheatham Hill Road, providing access to Cheatham Hill and Kolb Farm battle sites, interpretive facilities and trailheads.

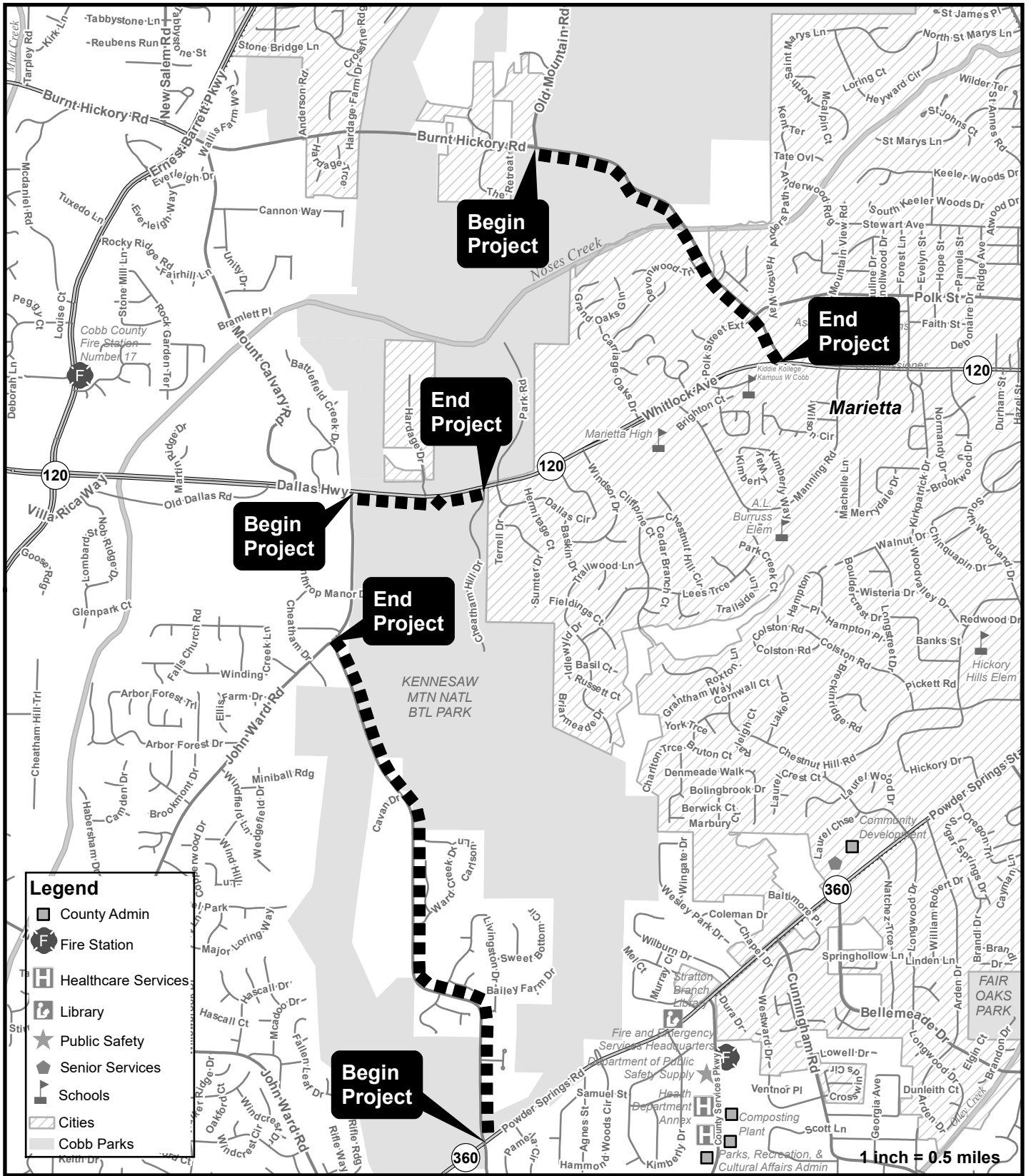
RECOMMENDATION

The Board of Commissioners approve a Memorandum of Agreement with Cobb County-Marietta Water Authority, in an amount not to exceed \$1,475,000.00, for relocation of a waterline facility for Kennesaw Mountain Pedestrian Improvements, Cobb County Project No. X2404; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map
2. Memorandum of Agreement with Cobb County-Marietta Water Authority

LOCATION MAP

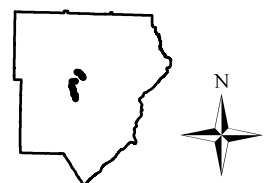


Department of Transportation

Notes: Commission District 1

PROJECT:
Kennesaw Mountain Pedestrian Improvements
Project No. X2404

DATE: January 14, 2020



GA-COBB-20-0114-A-000246

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 _____, 2019, 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 **Kennesaw Mountain Pedestrian Enhancements, X2404** (the “PROJECT”) in Land Lots 105, 106, 117, 180, 181, 190, 191, 254, 255, 263, 264, 329, 330, and 337 of the 19th District, 2nd Section, Cobb County, Georgia, as more particularly described and shown in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, the AUTHORITY has a waterline facility in conflict that will be impacted by construction and implementation of the PROJECT; and

WHEREAS, the AUTHORITY has funds for the relocation of waterline facilities to be designated for the PROJECT (the “AUTHORITY PROJECT CONTRIBUTION”); and

WHEREAS the COUNTY, in consequence of these funds contributed by the AUTHORITY for the PROJECT’S undertaking, agrees to incorporate the construction of water facility relocation into the PROJECT; and

WHEREAS, the COUNTY agrees to oversee, control, supervise, review and approve all aspects of the PROJECT outside of the design and engineering services required to implement, construct and install the waterline facility relocation portion of the PROJECT, which will be accomplished through coordinated efforts with the AUTHORITY; and

WHEREAS, the AUTHORITY'S Professional Engineering Oversight responsibilities for the PROJECT will entail the oversight, control, supervision, review and approval of both the design and engineering services required to implement, construct and install the waterline facility relocation; and

WHEREAS, the COUNTY agrees to construct the waterline facility relocation portion of the PROJECT in accordance with the AUTHORITY's approved plans, standards and specifications; 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, all costs related to the phases of the PROJECT involving the relocation of the AUTHORITY'S facilities, regardless of the COUNTY's compliance with or adherence to time schedules, notice requirements or deadlines. The PROJECT funding, phases, timing and related activities and services shall include, but will not be limited to, those specific items listed in this MOA, as more particularly described in Exhibit "B" which is attached hereto and incorporated herein by reference. The COUNTY shall use reasonable efforts to complete the PROJECT phases within a timely manner.

2. Within thirty (30) days after the Effective Date of this Agreement (as defined in Paragraph 7 below), the AUTHORITY shall deposit with the COUNTY the AUTHORITY PROJECT CONTRIBUTION, in a lump sum amount of **\$1,475,000**, which is the estimated cost for the work related to the relocation of the waterline facility. The COUNTY shall in turn, by the fifteenth day of each month after beginning construction of the PROJECT 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 7 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.

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 the PROJECT. The COUNTY and the AUTHORITY shall cooperate and collaborate in the review, approval and oversight of those services required to implement, construct and install the waterline facility relocation portion of the PROJECT. 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.

3. The subconsultants hired by the COUNTY's contractor to provide services on the PROJECT related to waterline facility relocation shall be prequalified with the AUTHORITY in

the appropriate area-classes. The AUTHORITY shall, on request, furnish the COUNTY with a list of prequalified consultant firms in the appropriate area-classes.

4. The COUNTY has allocated County funds along with State and Federal funds 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.

5. The COUNTY and the AUTHORITY shall adhere to and shall comply with all applicable state and federal guidelines, rules, regulations and laws applicable to PROJECT procurement and activities.

6. 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.

7. 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 five (5) 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 waterline relocation portion 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.

8. 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.

9. Upon completion of the PROJECT, the AUTHORITY shall remain responsible for the continual maintenance and operations of the waterline facility constructed as part of the PROJECT.

10. 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.

11. 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. 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:

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: Rob.Hosack@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.

12. The AUTHORITY acknowledges and agrees that the AUTHORITY 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 and federal-aid transportation funds. 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 AUTHORITY PROJECT CONTRIBUTION or any remaining balance thereof to the AUTHORITY within sixty (60) days of said notice.

13. The parties hereto agree and acknowledge that certain unforeseen contingencies inherent in the evolution of the various phases of the PROJECT, which contingencies 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.

14. 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.

15. 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 commercially 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.

16. 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.

17. 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.

18. 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.

19. 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 PROJECT CONTRIBUTION or any remaining balance thereof to the AUTHORITY within sixty (60) days of said notice.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Both the COUNTY and the AUTHORITY acknowledge and agree that time is of the essence for performance of the obligations specified herein.

(signatures on next page)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first above written.

Attest: _____
Pamela Mabry, County Clerk

Date: _____

(COUNTY SEAL)

Attest: *Pat Tibbitts*
Name: *Pat Tibbitts*
Title: *ASST. SECRETARY*
Date: _____

(SEAL)

Cobb County, Georgia

By: _____

Printed Name: Michael H. Boyce

Title: Chairman, Board of Commissioners

Cobb County Marietta Water Authority-GMO



By: *James C. Scott, Jr.*
Printed Name: *James C. Scott, Jr.*
Title: *CHAIRMAN*

RECOMMEND FOR APPROVAL:

DEPARTMENT OF TRANSPORTATION

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM

COBB COUNTY ATTORNEY'S OFFICE

Exhibit A

Project Description and Location Map

The proposed project consists of the construction of approximately 3.85 miles of new pedestrian improvements. These pedestrian improvements will consist of three 8-foot-wide (minimum) to 10-foot-wide (desired) multi-use trails that will be located on Whitlock Avenue, Cheatham Hill Road, and Burnt Hickory Road. Approximately 1.69 miles of the proposed trails will be located within the Park. The remaining 2.16 miles of the trail will be located on non-NPS land, specifically 1.53 miles in Cobb County and 0.63 mile in the City of Marietta. No right-of-way (ROW) will be required from NPS land, however approximately 5-feet to 20-feet of easement will be required for usage and maintenance.

Whitlock Avenue Multi-Use Trail

The proposed project consists of the construction of a multi-use trail on the south side of Whitlock Avenue from Cheatham Hill Drive to John Ward Road and will be approximately .53 mile in length. The paved trail will be constructed adjacent to the roadway and will vary between 8 and 10-feet wide and will be separated from the roadway by a two-foot wide grass strip and curb and gutter. The proposed trail will connect to multi-use trails that currently exist outside the Park on Dallas Highway, Whitlock Avenue, and John Ward Road.

Cheatham Hill Road Multi-Use Trail

The proposed project consists of the construction of a multi-use trail on the east side of Cheatham Hill Road. The project will begin at Powder Springs Road and extend north to John Ward Road for a total length of approximately 2.06 miles. The paved trail will vary between 8 and 10-feet wide with a two-foot wide grass strip and curb and gutter. The proposed trail will connect to an existing multi-use trail on John Ward Road.

Burnt Hickory Road Multi-Use Trail

The proposed project consists of the construction of a multi-use trail on the west side of Burnt Hickory Road from Whitlock Avenue north to Old Mountain Road. The total length of the project will be approximately 1.26 miles. The paved trail will vary between 8 and 10-feet wide with a two-foot wide grass strip and curb and gutter and connect with an existing multi-use trail on Whitlock Avenue.

Exhibit B

Scope of Services

- a. CCMWA will be relocating approximately 1500' of 36" water line from about station 62+00 +/- to station 77+00 +/- . CCMWA is planning to relocate in the north bound lane and/or center of Cheatham Hill Road. This 1500' section of Cheatham Hill Road will be closed during this relocation.
- b. The CCDOT prime contractor will be responsible for the traffic control for the project including working with the CCMWA subcontractor for access to the two residential driveways within the road closure.
- c. CCMWA plans to add their work to our contract. We will require our contractor to use a subcontractor from CCMWA's approved list of large diameter water line contractors. Given this, one prime contractor will be responsible for the entire project and project schedule including CCWS work and CCMWA work.
- d. The referenced water line work may need to be completed before we can take the old 36" water line out of service to build retaining walls. CCMWA will confirm if the line can be taken out of service before the completion of the new line. The answer to this question will impact the general project schedule.
- e. The old water line must be taken out of service before Cobb EMC can relocate a section of their power line. CCDOT will work with Cobb EMC to obtain as much vertical clearance as possible around the CCMWA water line relocation.
- f. The CCDOT contractor will be required to completely remove the 36" PCCP that is in conflict or underneath proposed walls.
- g. CCMWA will provide CCDOT with the following for inclusion into the project plan set in .DGN and .PDF format: series 24B plan sheets, profiles (if applicable), detail sheets, note sheets (if applicable) and any other plans that CCMWA needs to provide to convey the intent to this relocation.
- h. CCMWA will also provide specifications for the contract documents, listing of pay items and quantities and cost estimates.
- i. CCDOT will include the above in the plans and specifications for bidding following GDOT format.
- j. CCMWA will provide inspectors and/or construction management for their part of the work. CCDOT will provide the same for all other parts of the work.
- k. Given that the water line trench could vary in respect of the center of the road, CCMWA will fund the resurfacing of Cheatham Hill Road within the limits of the work in the pavement plus 50' on each side.



Transportation

Erica Parish, Director

District 2

Item No. 31.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: January 14, 2020

PURPOSE

To approve a contract with Georgia Bridge and Concrete, LLC for bridge replacement on Powers Ferry Drive over Rottenwood Creek Tributary, Project No. X2118, CCDOT Contract No. 001473.

BACKGROUND

Powers Ferry Drive over Rottenwood Creek Tributary (previously identified as Powers Creek) is an approved project in the Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements Program.

The project consists of replacing the existing deficient bridge over Rottenwood Creek Tributary with a triple 8-foot by 8-foot culvert.

The Invitation to Bid was advertised in the *Marietta Daily Journal* on October 18 and 25, 2019, and on November 1 and 6, 2019. Bids were received on November 14, 2019, from the following companies:

<u>Company</u>	<u>Bid Amount</u>
Georgia Bridge and Concrete, LLC	\$631,685.64
Lewallen Construction Company	\$705,490.00
J.G. Leone Enterprises, Inc.	\$719,043.70
CMES, Inc.	\$733,470.00
Georgia Development Partners, LLC	\$792,940.13
Tidwell Construction Company	\$845,339.31
Southeastern Site Development, Inc.	\$855,678.63

The low bid of \$631,685.64 from Georgia Bridge and Concrete, LLC was reviewed and found to be reasonable and responsive. The completion date for this project is 270 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-X2118-C	Preliminary Estimate	\$631,685.64
Transfer to:	347-050-X210-X210-8762-X2118-C	Turnkey Construction	\$631,685.64

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

Powers Ferry Drive over Rottenwood Creek Tributary (previously identified as Powers Creek) is an eligible project/program under the Infrastructure Preservation - Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 12). Powers Ferry Drive over Rottenwood Creek Tributary improvements include the replacement of the deficient bridge.

RECOMMENDATION

The Board of Commissioners approve a contract with Georgia Bridge and Concrete, LLC, in an amount not to exceed \$631,685.64, for bridge replacement on Powers Ferry Drive over Rottenwood Creek Tributary, Project No. X2118, CCDOT Contract No. 001473; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

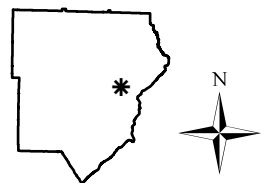
LOCATION MAP



Department of Transportation

PROJECT:
Powers Ferry Drive over Rottenwood Creek Tributary
Project No. X2118

DATE: January 14, 2020



GA-COBB-20-0114-A-000262



Transportation

Erica Parish, Director

District 4

Item No. 32.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: January 14, 2020

PURPOSE

To approve Project No. X2262 to the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., for drainage system repairs on Anderson Farm Road at Powder Springs Road, CCDOT Contract No. 001276.

BACKGROUND

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

Anderson Farm Road is classified as a Major Collector on the Cobb County Major Thoroughfare Plan. The existing drainage structure located at the intersection of Anderson Farm Road and Powder Springs Road has failed. The Department recommends drainage repairs to include reconstruction of the catch basin, replacement of curb and gutter on each side of the failed catch basin, and minor roadway repairs.

On February 13, 2018, the Board of Commissioners approved the 2018 Countywide Unit Price Contracts.

Project No. X2262 to the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., the lowest responsive unit price contractor, in an amount not to exceed \$24,455.00, is requested for drainage system repairs on Anderson Farm Road at Powder Springs Road.

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-X2262-C	Preliminary Estimate	\$24,455.00
Transfer to:	347-050-X220-X220-8762-X2262-C	Turnkey Construction	\$24,455.00

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

Anderson Farm Road at Powder Springs Road is an eligible project/program under the Infrastructure Preservation – Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

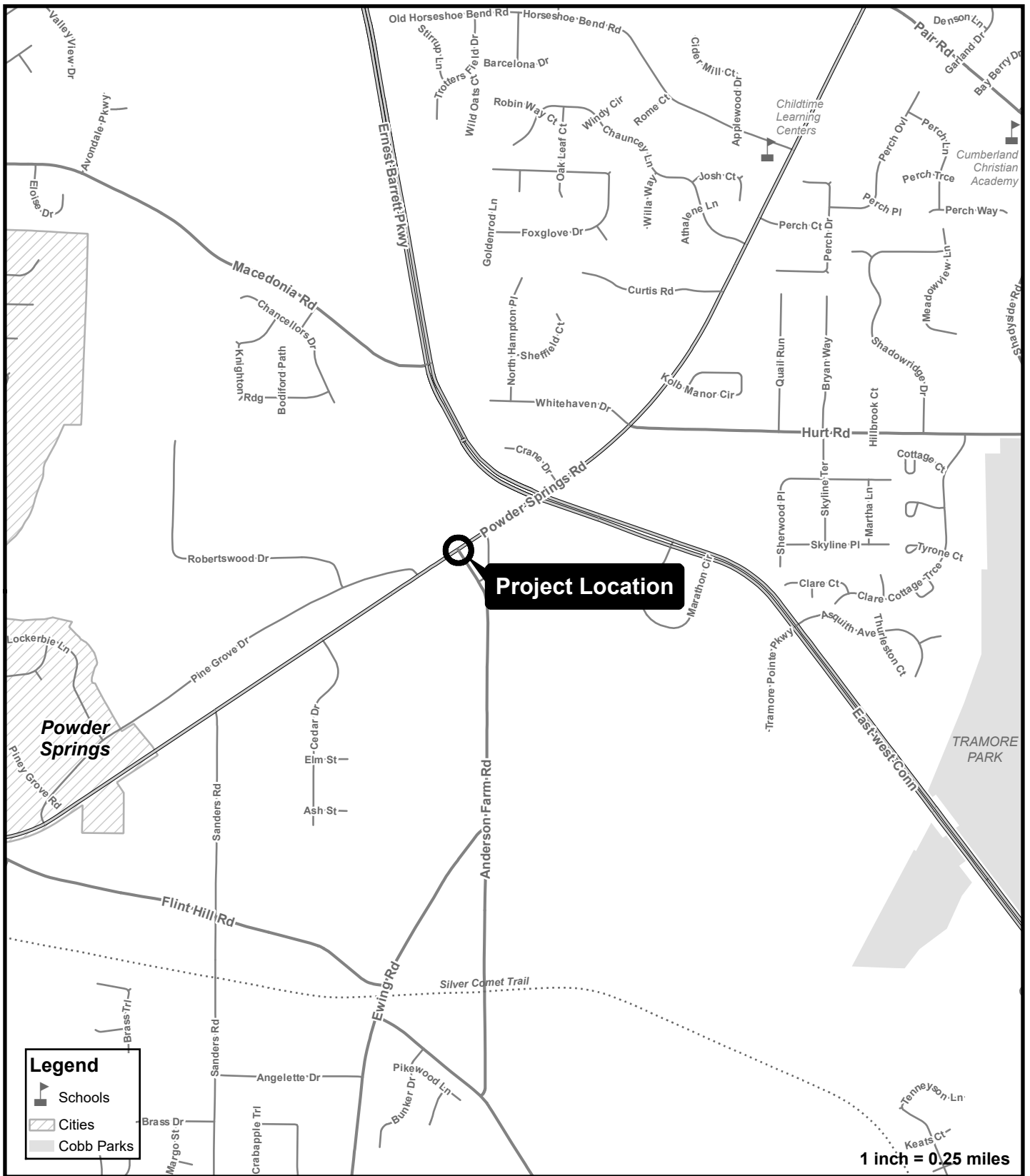
RECOMMENDATION

The Board of Commissioners approve Project No. X2262 to the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., in an amount not to exceed \$24,455.00, for drainage system repairs on Anderson Farm Road at Powder Springs Road, CCDOT Contract No. 001276; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

LOCATION MAP



Department of Transportation

Notes: Commission District 4

PROJECT:

**Anderson Farm Road at Powder Springs Road
Project No. X2262**

DATE: January 14, 2020



GA-COBB-20-0114-A-000265



Transportation

Erica Parish, Director

Districts 1, 2, 4

Item No. 33.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: January 14, 2020

PURPOSE

To approve Change Order No. 1 to Resurfacing Contract 2019-2 Local Roads (South) with Bartow Paving Company, Inc., for resurfacing of County-maintained streets, Project No. X2910, CCDOT Contract No. 001393.

BACKGROUND

Resurfacing is an approved component of the 2016 SPLOST Transportation Improvements Program.

On March 26, 2019, the Board of Commissioners approved Resurfacing Contract 2019-2 Local Roads (South) with Bartow Paving Company, Inc. (Bartow), for resurfacing of County-maintained streets.

This resurfacing contract consists of 58 roads to be paved, totaling 14.64 miles, shown as Tier 1 on the attached list of streets. This list may be modified based upon field conditions. This contract also includes crack sealing/resurfacing of the Cobb County Safety Village.

Also included as part of this contract is a list of alternate roads to be paved, shown as Tier 2 on the attached list of streets. In the event funding becomes available within the contract once resurfacing on the Tier 1 list of streets has been completed or modified, resurfacing will be initiated on the Tier 2 list of streets.

Details for action requested are as follows:

Resurfacing on several streets within this contract will require existing manholes to be lowered; therefore, resurfacing activity on these streets has been delayed pending completion of this work by the Cobb County Water System. As a result of these delays, Bartow has requested a contract time extension to complete the contracted work.

Change Order No. 1 to the contract with Bartow, a no-cost time extension revising the contract completion date from November 22, 2019, to June 30, 2020, is requested to allow for completion of the contracted work.

Original Contract	\$4,264,780.00
Change Order No. 1	<u>\$ 0.00</u>
Revised Contract	\$4,264,780.00

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 to Resurfacing Contract 2019-2 Local Roads (South) with Bartow Paving Company, Inc., a no-cost time extension through June 30, 2020, for resurfacing of County-maintained streets, Project No. X2910, CCDOT Contract No. 001393; and authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Resurfacing Contract 2019-2 Local Roads (South) List of Streets

2019-2 Local Roads (South)

**List of Streets
Project No. X2910**

Tier 1 - List of Streets

No.	ROAD NAME	BEGIN	END	SUBDIVISION	Comm District	LENGTH (centerline miles)
1	Chapel Drive	Coleman Drive	Powder Springs Road	Clark	1	0.18
2	Coleman Drive	Wesley Park Drive	Dead End	Clark	1	0.20
3	Wingate Drive	Dead End	Wesley Park Drive	Clark	1	0.24
4	Wesley Park Drive	Wingate Drive	Dead End	Clark	1	0.56
5	Robinson Farms Court	Cul-De-Sac	Robinson Farms Drive	Robinson Farms	2	0.07
6	Robinson Farms Drive	Robinson Road	Cul-De-Sac	Robinson Farms	2	0.52
7	Robinson Farms Trace	Robinson Farms Drive	Cul-De-Sac	Robinson Farms	2	0.05
8	Robinson Farms Way	Cul-De-Sac	Robinson Farms Drive	Robinson Farms	2	0.05
9	Grove Parkway	Cul-De-Sac	Cul-De-Sac	Stratford	2	0.24
10	Meade Circle	Grove Parkway	Cul-De-Sac	Stratford	2	0.06
11	Pine Grove Court	Grove Parkway	Cul-De-Sac	Stratford	2	0.06
12	Villa Chase Court	Cul-De-Sac	Villa Chase Drive	Villa Chase	2	0.02
13	Villa Chase Drive	Roswell Road	Cul-De-Sac	Villa Chase	2	0.32
14	Villa Ridge Road	Villa Chase Drive	Cul-De-Sac	Villa Chase	2	0.11
15	Weatherford Court	Cul-De-Sac	Willow Glen Drive	Weatherstone	2	0.18
16	Woodmere Drive	Weatherstone Parkway	Willow Glen Drive	Weatherstone	2	0.19
17	Spring Field Court	Cul-De-Sac	Willow Glen Drive	Weatherstone	2	0.12
18	Spring Field Lane	Springfield Court	Cul-De-Sac	Weatherstone	2	0.07
19	Clear Spring Court	Cul-De-Sac	Willow Glen Drive	Weatherstone	2	0.17
20	Willow Glenn Court	Cul-De-Sac	Willow Glen Drive	Weatherstone	2	0.15
21	Weatherstone Parkway	Hunting Creek Drive	Old Sewell Road	Weatherstone	2	0.83
22	Hunting Creek Drive	Cul-De-Sac	Old Farm Road	Weatherstone	2	0.71
23	Old Orchard Court	Cul-De-Sac	Old Orchard Drive	Weatherstone	2	0.30
24	Old Orchard Drive	Weatherstone Lane	Willow Glen Drive	Weatherstone	2	0.51
25	Weatherstone Lane	Weatherstone Parkway	Cul-De-Sac	Weatherstone	2	0.29
26	Willow Glenn Drive	Old Orchard Court	Holt Road	Weatherstone	2	0.75
27	Robertswood Drive	Cul-De-Sac	Pine Grove Road		4	0.55
28	Cardinal Drive	Old Powder Springs Road	Falcon Lane	Audubon Hills	4	0.28
29	Falcon Lane	Oriole Way	Dead End	Audubon Hills	4	0.15
30	Oriole Way	Megcole Way	Cardinal Drive	Audubon Hills	4	0.17
31	Cardell Circle	Hunnicut Road	Hunnicut Road	Cardell	4	0.31
32	Cheryl Circle	Hiram Lithia Springs Road	Dead End	Deerbrook Estates	4	0.25
33	Janet Way	Cheryl Circle	Wasilla Way	Deerbrook Estates	4	0.16
34	Forest Ridge Court	Cul-De-Sac	Valley View Street	Forest Ridge	4	0.04
35	Valley View Street	Cul-De-Sac	Valley View Drive	Forest Ridge	4	0.62
36	Faye Court	Cul-De-Sac	Seminole Circle	Golden Estates	4	0.09
37	Seminole Circle	Floyd Road	Anderson Mill Road	Golden Estates	4	0.50
38	Hasty Lane	Seminole Circle	Bradley Drive	Golden Estates	4	0.11
39	Freeman Place	Lakeside Drive	Dead End	Lakeside	4	0.03
40	Lakeside Drive	Sunset Boulevard	Dead End	Lakeside	4	0.15
41	Twilley Circle	Pat Mell Road	Sandtown Road	Lynndale Heights	4	0.44
42	Lynn Drive	Pat Mell Road	Twilley Circle	Lynndale Heights	4	0.24
43	Dale Drive	Twilley Circle	Lynn Drive	Lynndale Heights	4	0.13
44	Earwood Drive	Dale Drive	Twilley Circle	Lynndale Heights	4	0.16
45	McEachern Way	Cul-De-Sac	Brownsville Road	McEachern Estates	4	0.22
46	Wilhelmina Drive	Hillcrest Drive	Cul-De-Sac		4	0.60
47	Kell Drive	Dead End	Dead End	Pine View	4	0.19
48	Malvin Drive	South Gordon Road	Dead End	Pine View	4	0.37
49	Valley View Circle	Cul-De-Sac	Cul-De-Sac	Weston Cove	4	0.35
50	Trail View Drive	Cul-De-Sac	Valley View Street	Weston Cove	4	0.05
51	Hollow Lane	Cul-De-Sac	Valley View Street	Weston Cove	4	0.18
52	Meadow Lane	Valley View Circle	Cul-De-Sac	Weston Cove	4	0.04
53	Valley View Lane	Valley View Drive	Valley View Circle	Weston Cove	4	0.16
54	Westview Cove	Cul-De-Sac	Valley View Circle	Weston Cove	4	0.28
55	Westview Drive	Cul-De-Sac	Cul-De-Sac	Weston Cove	4	0.26
56	Westview Terrace	Cul-De-Sac	Macedonia Road	Weston Cove	4	0.16
57	Piney Circle	Whitfield Drive	Whitfield Drive	Whitfield Heights	4	0.25
58	Whitfield Drive	Gordon Circle	Dead End	Whitfield Heights	4	0.20
59	Cobb County Safety Village					
Total Miles to be Resurfaced						14.64

GA-COBB-20-0114-A-000268

2019-2 Local Roads (South)

List of Streets

Project No. X2910

Tier 2 - Alternate List of Streets (Pending Available Contract Funding)

Haden Cove	Halstead Drive	Cul-De-Sac	Halstead Lake	1	0.02
Hallman Circle	Cul-De-Sac	Steadman Valley Road	Halstead Lake	1	0.28
Hallman Terrace	Cul-De-Sac	Hallman Circle	Halstead Lake	1	0.11
Halstead Drive	Cul-De-Sac	West Sandtown Road	Halstead Lake	1	0.20
Steadman Terrace	Cul-De-Sac	Steadman Valley Road	Halstead Lake	1	0.06
Steadman Valley	Cul-De-Sac	Halstead Drive	Halstead Lake	1	0.19
Daniel Street	Cooper Lake Drive	Atlanta Road		2	0.32
Octavia Circle	Octavia Lane	Octavia Lane	Vestavia Estates	2	0.46
Vester Drive	Octavia Circle	Roswell Road	Vestavia Estates	2	0.09
Langrage Drive	Windage Drive	Cul-De-Sac	Cumberland Ridge	4	0.06
Karastan Court	Windage Drive	Cul-De-Sac	Cumberland Ridge	4	0.05
Havel Drive	Windage Drive	Cul-De-Sac	Cumberland Ridge	4	0.05
Havel Drive	Windage Drive	Cul-De-Sac	Cumberland Ridge	4	0.05
Windage Drive	Windage Court	Cul-De-Sac	Cumberland Ridge	4	0.64
Windage Way	Cul-De-Sac	Windage Drive	Cumberland Ridge	4	0.08
Haversack Court	Cul-De-Sac	Windage Court	Cumberland Ridge	4	0.09
Windage Court	Cul-De-Sac	Cul-De-Sac	Cumberland Ridge	4	0.20
Arrow Wind Drive	Old Lost Mountain Road	Tonkawa Bend	McEachern Chase	4	0.41
Konawa Court	Tonkawa Bend	Cul-De-Sac	McEachern Chase	4	0.06
Tonkawa Bend	Cul-De-Sac	Cul-De-Sac	McEachern Chase	4	0.19
Potential Additional Miles				3.63	



Transportation

Erica Parish, Director

District 1

Item No. 34.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: January 14, 2020

PURPOSE

To approve Change Order No. 2 (final) to the contract with Glosson Enterprises, LLC for Nichols Road Sidewalk, Project No. X2703, CCDOT Contract No. 001356.

BACKGROUND

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

The project consisted of adding sidewalk with curb and gutter on the north side of Nichols Road, and filling in the gaps between existing sidewalks on Antioch Road and Holland Road. The project also included the addition of minor drainage structures and the replacement of street signs to meet current standards.

On November 13, 2018, the Board of Commissioners approved a contract with Glosson Enterprises, LLC (Glosson) for Nichols Road Sidewalk.

On August 13, 2019, the Board approved Change Order No. 1 to the contract with Glosson, a no-cost time extension through September 30, 2019, for Nichols Road Sidewalk.

Details for action requested are as follows:

Construction is complete and Change Order No. 2 (final) to the contract with Glosson, a savings to the project in the amount of \$47,568.97, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Glosson.

Original Contract	\$325,344.40
Change Order No. 1	\$ 0.00
Change Order No. 2	<u>(\$ 47,568.97)</u>
Revised Contract	\$277,775.43

IMPACT STATEMENT

N/A

FUNDING

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

Decrease GAE 34711131829: 347-050-X270-X270-8762-X2703-C Turnkey Construction \$36,818.97

Transfer from:	347-050-X270-X270-8762-X2703-C	Turnkey Construction	\$36,818.97
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Transfer to:	347-050-X270-X270-8761-X2703-C	Preliminary Estimate	\$36,818.97
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The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Sidewalks.

Nichols Road Sidewalk is an eligible project/program under the Pedestrian Improvements – Sidewalks Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 14). Pedestrian Improvements within Commission District 1 include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity centers, multi-modal facilities (transit stops/shelters, etc.), and other congested areas, to include pedestrian bridges where needed.

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

Decrease GAE 51011131829: 510-500-5756-6496-W5017-C Drainage Contract R&M Service \$10,750.00

Transfer from: Nichols Road Sidewalk - Utility Allowance

510-500-5756-6496-W5017-C	Drainage Contract R&M Service	\$10,750.00
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510-500-5756-8265-W5017-M	Materials & Supplies	\$ 1,000.00
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Total:	\$11,750.00
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Transfer to: DOT Projects - Relocate Lines

510-500-5756-8005-W4069-Z	Preliminary Estimate	\$11,750.00
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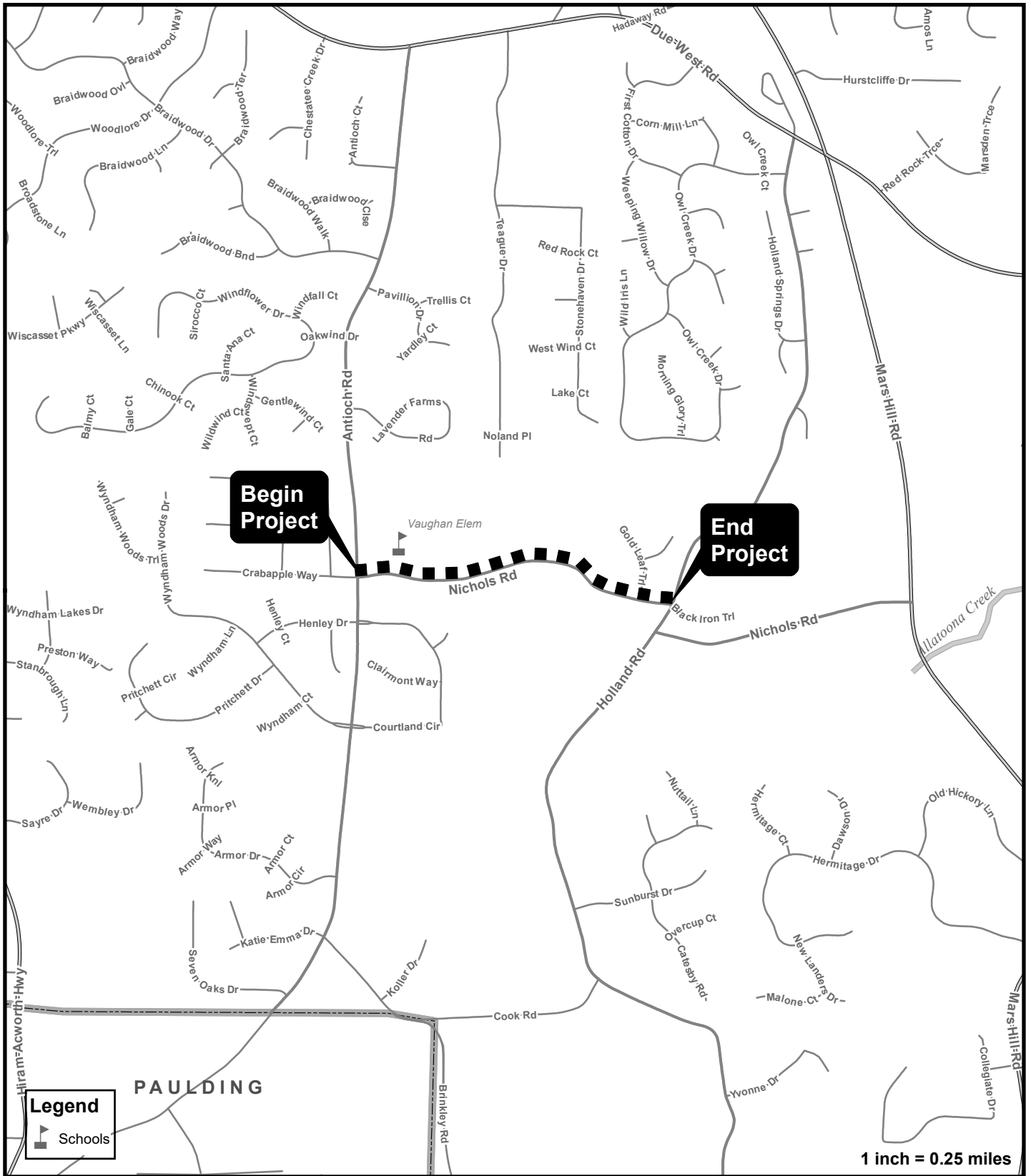
RECOMMENDATION

The Board of Commissioners approve Change Order No. 2 (final) to the contract Glosson Enterprises, LLC, a savings to the project in the amount of \$47,568.97, for Nichols Road Sidewalk, Project No. X2703, CCDOT Contract No. 001356; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

LOCATION MAP

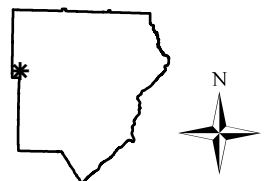


Department of Transportation

Notes: Commission District 1

PROJECT:
Nichols Road Sidewalk
Project No. X2703

DATE: January 14, 2020



GA-COBB-20-0114-A-000273



PARKS

Jimmy Gisi, PARKS Director

Districts 1 and 4

Item No. 35.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jimmy Gisi, PARKS Director

DATE: January 14, 2020

PURPOSE

To approve the presented park master plans for the properties known as Kemp Family Park and Henderson Road Property.

BACKGROUND

This agenda item relates to two of the properties purchased under the 2008 Parks Bond Program. On October 9, 2018, the BOC approved funding to support the master planning process for these and four other properties. Although there is no funding identified to develop these park properties, PARKS requested to complete the master planning process to be ready when such potential future funding becomes available. Completion of these master plans would also allow PARKS staff to periodically complete some of the smaller items in-house as time permits. The process has included receiving public comment during two very well-attended Public Input Meetings for each of the properties. Staff worked with consultants to create proposed master plans based on the comments presented and recorded at each of the meetings. These two proposed master plans were approved by the Recreation Board at their regular meetings on October 8, 2019 (Kemp) and on November 12, 2019 (Henderson) following the receipt of additional public input.

The proposed Kemp Family Park consists of approximately 95 acres of mixed forest and open pasture land located on Burnt Hickory Road between Acworth Due West and Old Mountain Roads. The Henderson Road Property is located on Veterans Memorial Highway near Nickajack Creek, and is composed of approximately 29 acres of forested slopes.

Each master plan captures the overwhelming public request for features characteristic of passive parks, taking advantage of the physical, natural, and historic attributes of each property.

IMPACT STATEMENT

No new maintenance or operational costs are associated with the approval of these master plans.

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve the presented park master plans for the properties known as Kemp Family Park and Henderson Road Property.

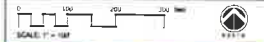
ATTACHMENTS

1. Kemp Family Park proposed master plan
2. Henderson Rd proposed master plan



DATE 09/12/2019

PROPOSED MASTER PLAN



Cobb County PARKS

KEMP FAMILY PARK
Marietta, GA

© 2019 Cooper Carry, Inc. 191 Tradeline Street NE, Suite 3100, Atlanta, Georgia 30303 TEL: 404.537.5600 FAX: 404.537.6276





LEGEND

- | | |
|---------------------------------------|---|
| 1. ONE-WAY VISITOR ENTRY | 12. NATURE TRAILS (SLATESCAPE) |
| 2. PARKING AREA | 13. SERVICE / EMERGENCY ACCESS |
| 3. EDUCATIONAL PLAZA | 14. HISTORIC MARKERS (EXPERIENTIAL VIEWS) |
| 4. INTERACTIVE FOUNTAIN | 15. VIEWING AREA |
| 5. NATURAL PLAY AREA | 16. HISTORIC HOWELL'S MILL DAM |
| 6. EDUCATIONAL / FLEX BUILDING | 17. 20' SANITARY EASEMENT |
| 7. SMALL PAVILION | 18. NICKAJACK CREEK OVERLOOK |
| 8. OPEN PLAY FIELD | 19. VEHICULAR ACCESS GATE (SERVICE ONLY BEYOND) |
| 9. ACCESSIBLE WALKING PATH (CONCRETE) | 20. FUTURE GREEN-WAY CONNECTION |
| 10. PEDESTRIAN BRIDGE CROSSING | 21. ONE-WAY VISITOR EXIT |
| 11. POND (RESTORED) | |

HENDERSON ROAD PROPERTY PROPOSED MASTER PLAN

COBB COUNTY PARKS | 09.16.2019

GA-COBB-20-0114-A-000277





Information Services

Item No. 36.

Sharon Stanley, Information Services
Director
Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Sharon Stanley, Information Services Director
Christopher Gullledge, Chief Medical Examiner
Eddie Canon, Support Services Agency Director

DATE: January 14, 2020

PURPOSE

To approve Change Order No. 1 to the contract with VertiQ Software LLC, for the Cobb County Medical Examiner's Case Management System, a 2016 SPLOST project, Program X0020.

BACKGROUND

On August 8, 2017, the Board of Commissioners approved an agreement with VertiQ Software LLC in an amount not to exceed \$196,070.00, to implement a Medical Examiner Case Management System for the Cobb County Medical Examiner's Office. After a thorough business analysis of the Medical Examiner's operations it was determined VertiQ will need to provide additional customizations, which include improvements to multiple modules, reports and additional data collection needs. These improvements will provide greater efficiencies, as well as, additional analysis and quality assurance of the various workflows within the software. The customizations will also enable the Medical Examiner's Office to meet the business needs and reporting requirements of the National Association of Medical Examiners, which is required for NAME accreditation. These customizations are required to meet all the business needs of the Medical Examiner's Office. As a result of this change order, one-time fees for professional services in the original contract will increase by 61,345.00.

The Department requests approval of Change Order No. 1 with VertiQ Software LLC, in an amount not to exceed \$61,345.00, to implement the additional customizations for a Medical Examiner Case Management System for the Cobb County Medical Examiner's Office.

IMPACT STATEMENT

There is no expected increase in annual maintenance or operational costs from the approval of this change order.

FUNDING

Funding is available in the 2016 SPLOST Technology Improvements Program Fund with the following budget transfers:

Transfer from:	347-035-X002-8005-X0020-M	Preliminary Estimates	\$ 61,345.00
Transfer to:	347-035-X002-8676-X0020-M	Professional Services	\$ 61,345.00

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

The Medical Examiner Case Management System is an eligible project/program under the 2016 SPLOST. “Business Technology Transformation” is an approved project of the Support Services Technology Improvements Work Program (Cobb County 2016 SPLOST, p. 38) which includes replacement of existing applications.

SPLOST Project Summary as of January 1, 2020:

Budget: \$23,358,000.00

Expended: \$3,292,444.17

RECOMMENDATION

The Board of Commissioners approve Change Order No. 1, with VertiQ Software LLC in an amount not to exceed \$61,345.00, for the Cobb County Medical Examiner’s Office case management system; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Property Management

Scott Barfield, Property Management
Director

Item No. 37.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Scott Barfield, Property Management Director
Randy Crider, Interim DPS Director/Fire Chief
Eddie Canon, Support Services Agency Director

DATE: January 14, 2020

PURPOSE

To approve Supplemental Agreement No. 1 with John W. Spratlin and Son LLC to establish the Guaranteed Maximum Price for Construction Manager at-Risk services to build replacement Fire Station No. 7, 2016 SPLOST Program X1022, and authorize procurement of furniture, fixtures and equipment.

BACKGROUND

The replacement and rebuild of Fire Station No. 7 is an approved 2016 SPLOST project.

On October 8, 2019, the Board of Commissioners approved a contract with John W. Spratlin and Son LLC, in the amount of \$545,277.00. We further advised the Board that we would return for approval for the Guaranteed Maximum Price (GMP) once that could be established.

Beginning June 28, 2019, for four weeks the Purchasing Department advertised in the *Marietta Daily Journal* for competitive sealed proposals from qualified firms to provide Construction Manager at-Risk (CM at-Risk) services for the Fire Station No. 7 construction project. The purpose and advantage of utilizing the CM at-Risk project delivery system is that the CM at-Risk will work with the Architect as the design is finalized with constructability reviews and collaboration for the most effective selection of materials and design opportunities. Proposals were received on July 7, 2019, with four firms responding.

The CM at-Risk qualifications were reviewed by the committee and ranked in order of the most qualified. The committee recommended John W. Spratlin and Son LLC's (Spratlin), the top ranked firm, be selected for CM at-Risk services for the replacement of Fire Station No. 7.

Spratlin and Croft conferred with Property Management and the Fire Department to complete the construction documents to the point whereby the Guaranteed Maximum Price (GMP) could be determined. Supplemental Agreement No. 1, in the amount of \$5,979,650.00, will establish the GMP total contract amount of \$6,524,927.00 for CM at-Risk services. The GMP includes all construction costs, project contingency, and the

original contract amount of \$545,277.00 for design, project fee, and general conditions.

In addition, Property Management will procure through the Purchasing Department furniture, fixtures, and equipment (FFE) not to exceed \$550,000.00. Currently, \$2,516,341.68 in Program X1022 funding remains unobligated, and Fire Fund will contribute \$4,013,308.32 in supplemental funding to complete both the construction and FFE portions of the project.

Original Contract Amount	\$ 545,277.00
Supplemental Agreement No.1	<u>\$5,979,650.00</u>
Total Contract Amount	\$6,524,927.00

Architect	\$ 272,100.00
Testing	\$ 33,150.00
Site Acquisition	\$ 533,131.32
Furniture, fixtures, and equipment	\$ 550,000.00

TOTAL PROJECT BUDGET	\$7,913,308.32
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IMPACT STATEMENT

Current operational costs for the present Fire Station No. 7 are \$26,000.00. Estimated operational costs annually for a larger footprint yet more energy efficient facility would be \$18,000.00. The potential savings with the new facility will be approximately \$8,000.00 annually.

FUNDING

Funding is available with the following Fire Fund, fund balance appropriation and interfund transfer to 2016 SPLOST:

Increase Revenue:	230-130-1000-4980 (Fund Balance Appropriation)	\$4,013,308
Increase Expenditure:	230-130-1000-6594 (Transfers Out)	\$4,013,308
Increase Revenue:	347-130-X102-4960 (Interfund-In)	\$4,013,308
Increase Expenditure:	347-130-X102-8125-X1022-C (New Buildings & Struc)	\$3,463,308
	347-130-X102-6258-X1022-O (FFE)	\$ 550,000

Increase GAE 34710081939 in the amount of \$5,979,650.00

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

The relocation of Fire Station No. 7 is an eligible capital improvement project/program under the 2016 SPLOST and is an approved project of the Public Safety Improvements (Cobb County 2016 SPLOST, p.28) which provides for improvements to facilities and equipment.

SPLOST Project summary as of 12/31/2019*

Budget: \$3,900,000.00 Expended: \$789,427.02

*Total project includes additional non-SPLOST funding

RECOMMENDATION

The Board of Commissioners approve Supplemental Agreement No.1, to the contract with John W. Spratlin and Son LLC, in the amount of \$5,979,650.00, to establish the Guaranteed Maximum Price of \$6,524,927.00, for Construction Manager at-Risk services to build replacement Fire Station No. 7, located at 850 Hurt Road, Austell, 2016 SPLOST Program X1022; authorize procurement through the Purchasing Department of furniture, fixtures, and equipment not to exceed \$550,000.00; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Property Management

Scott Barfield, Property Management

Director

Districts All

Item No. 38.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Scott Barfield, Property Management Director
Al Curtis, Fleet Director
Eddie Canon, Support Services Agency Director

DATE: January 14, 2020

PURPOSE

To approve Supplemental Agreement No. 1 with Catamount Constructors, Inc., to establish the Guaranteed Maximum Price for the new Fleet Car Service facility, 2016 SPLOST Program X0911.

BACKGROUND

The construction of a new Fleet Car Service facility project is an approved 2016 SPLOST project.

On May 29, 2015, the County procured Pieper O'Brien Herr Architects Inc., to provide architectural bridging documents for the project.

On May 14, 2019, the Board of Commissioners approved the initial phase of a two-part contract with Catamount Constructors, Inc. (Catamount) which included design costs of \$285,061.00, project fee costs of \$229,854.00 and project general conditions costs of \$253,843.00 for a combined total not to exceed \$768,758.00.

Catamount and the Architect conferred with the County to complete the design to the point whereby the Guaranteed Maximum Price (GMP) could be determined. Supplemental Agreement No. 1, in the amount of \$4,831,242.00, will establish the GMP total contract amount not to exceed \$5,600,000.00. The GMP includes all construction costs, project contingency and the original contract amount of \$768,758.00 for design, project fee, and general conditions.

Catamount Original Contract	\$768,758.00
Supplemental Agreement No.1	<u>\$4,831,242.00</u>
Catamount GMP (not to exceed)	\$5,600,000.00

IMPACT STATEMENT

No significant impact on maintenance and utility costs until FY21.

FUNDING

Funding is available with the following transfers:

Transfer from:	347-110-X091-8005-X0911-A	(Prelim Est)	\$ 4,378,192.00
	347-110-X092-8110-X0924-A	(PM Paving)	\$ 100,000.00
	010-110-111-3640-8110	(PM Capital Reno)	\$ 353,050.00
Transfer to:	347-110-X091-8125-X0911-C	(Const Exps – New Const)	\$4,831,242.00

Increase GAE 34705141951 in the amount of \$4,831,242.00

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

The construction of a new Fleet Car Service facility is an eligible capital improvement project/program under the 2016 SPLOST and is an approved project of the Support Services Improvements Work Program (Cobb County 2016 SPLOST, p.37) which provides for construction of facilities and equipment, inter alia, the Fleet Car Service facility.

SPLOST Project summary as of 12/31/2019*

Budget: \$5,292,463.00 Expended: \$294,957.00

*Total project includes additional non-SPLOST funding

RECOMMENDATION

The Board of Commissioners approve Supplemental Agreement No.1, in the amount of \$4,831,242.00, to the contract with Catamount Constructors, Inc., to establish the Guaranteed Maximum Price, not to exceed \$5,600,000.00, for the new Fleet Car Service facility, 2016 SPLOST Program X0911; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



BOC Commissioner (District 2)

Bob Ott, Commissioner

District 2

Item No. 39.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Bob Ott, Commissioner

DATE: January 14, 2020

PURPOSE

To announce the appointment of Mitchell Rivera to the Airport Advisory Board.

BACKGROUND

The Airport advisory board was created by action of the Board of Commissioners originally on June 10, 2008, last amended on January 27, 2015. The Cobb County airport, McCollum Field, is a thriving enterprise with great potential for growth and development. The airport advisory board was established for the primary purpose of acting in an advisory capacity to assist Cobb County with the future development and use of the airport by providing vision and suggestions.

It is to be comprised of eleven members. The members shall have the following qualifications: five residents of the county with a special interest or experience in the airport and/or aviation; one member from the existing Fixed Based Operations on the airport; one member from the Board of Commissioners; one member from the Development Authority of Cobb County; one member from the Town Center Community Improvement District; one member nominated by the pilots based at the airport and approved by the board of commissioners; and one member from the City of Kennesaw council.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners announce the appointment of Mitchell Rivera to the Airport Advisory Board for the term balance to expire on December 31, 2020. This appointment will replace Brian Newsome.

ATTACHMENTS

None

From: [Eveler](#)
To: [Jemison, Brenda](#)
Subject: FW: 011420 Draft Agenda
Date: Friday, January 3, 2020 12:12:19 PM
Attachments: [image001.png](#)
[011420 Draft Agenda.pdf](#)

Brenda,

Here is the agenda. Let me know if you have any questions.

Janine Eveler

Director,
Cobb County Elections & Registration
770-528-2312
770-528-2519 Fax
678-315-0439 Cell
www.CobbElections.org

Register...then Vote!

From: Cunningham, Angela
Sent: Friday, January 3, 2020 11:51 AM
To: Anderson, Abbylynn <Abbylynn.Anderson@cobbcounty.org>; Arnold, Julie <Julie.Arnold@cobbcounty.org>; Atkinson, Dianne <Dianne.Atkinson@cobbcounty.org>; Balli, Stefani <Stefani.Balli@cobbcounty.org>; Barfield, W. Scott <Scott.Barfield@cobbcounty.org>; Beadles, Joyce <Joyce.Beadles@cobbcounty.org>; Bedford, Marchell <Marchell.Bedford@cobbcounty.org>; Birrell, JoAnn <JoAnn.Birrell@cobbcounty.org>; Bishop, Robin <Robin.Bishop@cobbcounty.org>; Black, Ellen <Ellen.Black@cobbcounty.org>; Bonesteel, Dinah <Dinah.Bonesteel@cobbcounty.org>; Bowers, Judith <Judith.Bowers@cobbcounty.org>; Boyd, Mary A. <Mary.Boyd@cobbcounty.org>; Burel, Pam <Pam.Burel@cobbcounty.org>; Canada, Pamela <Pamela.Canada@cobbcounty.org>; Canon, Eddie L. <ecanon@cobbcounty.org>; Carlucci, Kristi <Kristi.Carlucci@cobbcounty.org>; Carroll, Kim <Kimberly.Carroll@cobbcounty.org>; Cavitt, Ross <Ross.Cavitt@cobbcounty.org>; Cox, Charles T. <Charles.Cox@cobbcounty.org>; Craig, RG COL <Roland.Craig@cobbcounty.org>; Crawford, Sylvia <Sylvia.Crawford@cobbcounty.org>; Crider, Randal <Randal.Crider@cobbcounty.org>; Crisp, Tara <Tara.Crisp@cobbcounty.org>; Cunningham, Angela <Angela.Cunningham@cobbcounty.org>; Curtis, Al <Al.Curtis@cobbcounty.org>; Davidson, Destiny <Destiny.Davidson@cobbcounty.org>; Dobson, Kimberly <kimberly.dobson@cobbcounty.org>; Dooley, Amanda L. <Amanda.Dooley@cobbcounty.org>; Eberhart, Inger <Inger.Eberhart@cobbcounty.org>; Eveler, Janine <Janine.Eveler@cobbcounty.org>; Fincher, Deena <Deena.Fincher@cobbcounty.org>; Frazier, Richard <Richard.Frazier@cobbcounty.org>; Gardener, Vicki <vgardener@cobbcounty.org>; Gerhard, Mike <Mike.Gerhard@cobbcounty.org>; Gibson, Jatunn <Jatunn.Gibson@cobbcounty.org>; Gillpatrick, Janice <Janice.Gillpatrick@cobbcounty.org>; Gisi, Jimmy <Jimmy.Gisi@cobbcounty.org>; Guin, Lynne <Lynne.Guin@cobbcounty.org>; Guinn, Jessica <Jessica.Guinn@cobbcounty.org>; Gullledge, Christopher <Christopher.Gullledge@cobbcounty.org>; Gunther, Mary Anna <MaryAnna.Gunther@cobbcounty.org>; Hagler, Tony <Tony.Hagler@cobbcounty.org>; Heidt,

Sydnee <Sydnee.Heidt@cobbcounty.org>; Hicks, Alicia <Alicia.Hicks@cobbcounty.org>; Hicks, Kim <Kim.Hicks@cobbcounty.org>; Hoilett, Juliet <Juliet.Hoilett@cobbcounty.org>; Hosack, Robert <Robert.Hosack@cobbcounty.org>; Hughes, Brittany <Brittany.Hughes@cobbcounty.org>; Hughes, Michael H <Michael.Hughes@cobbcounty.org>; Jackson, Carla <Carla.Jackson@cobbcounty.org>; Jenkins, Jonathan <Jonathan.Jenkins@cobbcounty.org>; Johnson, Heather <Heather.Johnson@cobbcounty.org>; Johnson, Melanie <Melanie.Johnson@cobbcounty.org>; Kamau, Darcy <Darcy.Kamau@cobbcounty.org>; Keaton, Bianca <Bianca.Keaton@cobbcounty.org>; Knowles, Linda <Linda.Knowles@cobbcounty.org>; LaFave, Denise <Denise.LaFave@cobbcounty.org>; Lanjewar, Maria <Maria.Lanjewar@cobbcounty.org>; Lee, Travita <Travita.Lee@cobbcounty.org>; Legg, Brenda <Brenda.Legg@cobbcounty.org>; Leow, AikWah <AikWah.Leow@cobbcounty.org>; Lucas, Kimberly <Kimberly.Lucas@cobbcounty.org>; Mabry, Pamela <Pamela.Mabry@cobbcounty.org>; Mann, JoAnn <JoAnn.Mann@cobbcounty.org>; Mazloom, Cassie <Cassie.Reece@cobbcounty.org>; McCoy, Kimberly <Kimberly.McCoy@cobbcounty.org>; McCullers, Steve <Steve.McCullers@cobbcounty.org>; McMorris, Jackie <Jackie.McMorris@cobbcounty.org>; McQuaid, Christi <Christi.McQuaid@cobbcounty.org>; Miller, Calandra D. <Calandra.Miller@cobbcounty.org>; Misko, Trish <Trish.Misko@cobbcounty.org>; Moore, Jennifer <Jennifer.Moore@cobbcounty.org>; Moore, Paula <Paula.moore@cobbcounty.org>; Morris, Renee <Renee.Morris@cobbcounty.org>; Norrell, Kimberly C. <Kimberly.Norrell@cobbcounty.org>; Norton, Shelly N. <Shelly.Norton@cobbcounty.org>; Ott, Bob <Bob.Ott@cobbcounty.org>; Panichi, Sandee <Sandee.Panichi@cobbcounty.org>; Papadeas, Tamatha <Tamatha.Papadeas@cobbcounty.org>; Parish, Erica <Erica.Parish@cobbcounty.org>; Parker, Beth <Beth.Parker@cobbcounty.org>; Pete, Suzanne <Suzanne.Pete@cobbcounty.org>; Plumley, Brad <Brad.Plumley@cobbcounty.org>; Poyer, Helen <Helen.Poyer@cobbcounty.org>; Quigley, Robert <Robert.Quigley@cobbcounty.org>; Raessler, Andrew <Drew.Raessler@cobbcounty.org>; Redmond, Carlene <Carlene.Redmond@cobbcounty.org>; Reese, Terry <Terry.Reese@cobbcounty.org>; Repak, Kimberly <Kimberly.Repak@cobbcounty.org>; Revill, Susan <Susan.Revill@cobbcounty.org>; Riley, Patrick <Patrick.Riley@cobbcounty.org>; Rogers, Millie <Millie.Rogers@cobbcounty.org>; Rojas, Margaret <Margaret.Rojas@cobbcounty.org>; Rollins, Kathy <Kathy.Rollins@cobbcounty.org>; Rowling, H. William <H.William.Rowling@cobbcounty.org>; Rucker, Yolanda <Yolanda.Rucker@cobbcounty.org>; Rush, Roxane <Roxane.Rush@cobbcounty.org>; Rushing, Amy <Amy.Rushing@cobbcounty.org>; Sims, Summer <Summer.Sims@cobbcounty.org>; Solomon, Judy <Judy.Solomon@cobbcounty.org>; Stanley, Sharon <Sharon.Stanley@cobbcounty.org>; Stone, Robin <Robin.Stone@cobbcounty.org>; Swanson, Kim <Kim.Swanson@cobbcounty.org>; Tanks, William <William.Tanks@cobbcounty.org>; Thomas, Latona <Latona.Thomas@cobbcounty.org>; Tommie, Joe <William.Tommie@cobbcounty.org>; Torres, Phoebe <Phoebe.Torres@cobbcounty.org>; Townsend, Emily <Emily.Townsend@cobbcounty.org>; Tschappat, Donna <Donna.Tschappat@cobbcounty.org>; Volckmann, William <William.Volckmann@cobbcounty.org>; Walters, Roxanne <Roxanne.Walters@cobbcounty.org>; Warren, N. Hope <N.Warren@cobbcounty.org>; Washington, Leila <Leila.Washington@cobbcounty.org>; Watson, Christine <Christine.Watson@cobbcounty.org>; Webb, Ellisia M. <Ellisia.Webb@cobbcounty.org>; White, Stephen <Stephen.White@cobbcounty.org>; Whittaker, Britni <Britni.Whittaker@cobbcounty.org>; Williams, Grace <Grace.Williams@cobbcounty.org>; Williams, Ryan <Ryan.Williams@cobbcounty.org>; Woody, Shannon <Shannon.Woody@cobbcounty.org>; Zvanut, Nicole

<Nicole.Zvanut@cobbcounty.org>

Subject: 011420 Draft Agenda

See attached Draft Agenda.

Angela Cunningham

Deputy Clerk

Cobb County Board of Commissioners

770-528-3001



Subject: RE: Elections Language Assistance

Date: Wednesday, October 2, 2019 at 4:46:02 PM Eastern Daylight Time

From: Eveler

To: Gunn, Beau

I don't understand why he wanted these though.

Janine Eveler

Director,
Cobb County Elections & Registration
770-528-2312
770-528-2519 Fax
678-315-0439 Cell
www.CobbElections.org

Register...then Vote!

From: Gunn, Beau

Sent: Wednesday, October 2, 2019 4:42 PM

To: Eveler, Janine <Janine.Eveler@cobbcounty.org>

Subject: RE: Elections Language Assistance

The homeland security dude.

Beau J. Gunn

Registration Manager

Cobb County Board of Elections & Registration

Phone: (770) 528-2311

Email: beau.gunn@cobbcounty.org

Website: www.cobbelections.org

From: Eveler, Janine

Sent: Wednesday, October 2, 2019 4:24 PM

To: Gunn, Beau <Beau.Gunn@cobbcounty.org>

Subject: RE: Elections Language Assistance

DHS?

Janine Eveler

Director,
Cobb County Elections & Registration
770-528-2312
770-528-2519 Fax
678-315-0439 Cell
www.CobbElections.org

Register...then Vote!

From: Gunn, Beau
Sent: Wednesday, October 2, 2019 4:00 PM
To: Eveler, Janine <Janine.Eveler@cobbcounty.org>
Subject: FW: Elections Language Assistance

At one point, DHS wanted us to forward an email that looked similar.

Beau J. Gunn
Registration Manager
Cobb County Board of Elections & Registration
Phone: (770) 528-2311
Email: beau.gunn@cobbcounty.org
Website: www.cobbelections.org

From: Michele Felski-Smith [<mailto:m.felskismith@gmail.com>]
Sent: Wednesday, October 2, 2019 3:58 PM
To: info@cobbelections.org
Subject: Elections Language Assistance

Hello,

I'm doing a project on elections language access, so was wondering if you could answer a few questions for me! I was just wondering if you could let me know what language assistance you provide – such as which materials you provide in other languages, and which languages, etc.

I'm particularly wondering if there's anything you provide to limited-English proficient voters that goes beyond the requirements of Section 203 of the Voting Rights Act – things like employing bilingual poll workers or other bilingual employees in the office, etc?

Thank you so so much for any help!

Michele Felski-Smith

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

Do you speak a language other than English?	If yes, should a member of the public need translation assistance, are you willing to be contacted to assist? (This is voluntary so no extra pay will be given for your assistance.)												
Response	Response	Simplified Chinese	Traditional Chinese	Dutch	French	German	Hindi	Korean	Polish	Portuguese	Russian	Spanish	Tagalog

Yes Yes French

Yes Yes Spanish

Yes Yes French
Yes Yes Dutch German

Yes Yes Hindi

Yes Yes Spanish
Yes Yes French

Yes Yes Spanish

Yes Yes Spanish
Yes Yes Polish
Yes Yes Hindi
Yes Yes Hindi

Yes Yes
Yes Yes Hindi

Yes	Yes					Russian	
Yes	Yes						Spanish
Yes	Yes						
Yes	Yes					Portuguese	Spanish
Yes	Yes						Spanish
Yes	Yes						
Yes	Yes						Spanish
Yes	Yes						Spanish
Yes	Yes						Spanish
Yes	Yes						
Yes	Yes	Simplified Chinese	Traditional Chinese				Tagalog
Yes	Yes						
Yes	Yes						Tagalog
Yes	Yes				Korean		
Yes	Yes						
Yes	Yes						Spanish
Yes	Yes			Hindi			

Yes	Yes	German	
Yes	Yes		Spanish
Yes	Yes		Spanish
Yes	Yes		Spanish
Yes	Yes		Spanish
Yes	Yes		Spanish
Yes	No	French	Spanish
Yes	Yes	Hindi	

		Name	Department	Work Location Address	Office Phone Number
Vietnamese	Other (please specify)	Open-Ended Response	Open-Ended Response	Open-Ended Response	Open-Ended Response
		Suzzanne Anicette	PARKS / Cultural Affairs Division	2051 Lower Roswell Rd. Marietta GA 30068	770-509-2743
		Deputy Tirado-Ramos	CCSO	1825 County Services Pkwy Marietta , GA 30008	770-499-4212
		Alisa Arnold	Cobb County Sheriff's Office	1825 County Services Parkway	770-499-4313
		Riny Schartman	Library	4880 Lower Roswell Rd	770-509-2730
	Marathi, Malayalam and some Urdu and Kanada	Abraham Philip	Medical Examiner	150 N Marietta Parkway, Marietta (adjacent to Police Headquarters)	770-528-2200
		Alex Cambron	Community Development - Administration	1150 Powder Springs St. Ste 400	770-528-2110
		SEWODOR, KOKOU	Detention	CCADC	770 499 4212
		Angela Ellingsworth	TAX Commissioner	4400 Lower Roswell Rd, Marietta GA 30068	678-581-3429
Vietnamese		Amy Lord	Tax Commissioner	736 Whitlock Ave NW #100, Marietta, GA 30064	770-528-4018
		Karina Avila	WaterDept(Cash Room)	660 S Cobb Dr	770-419-6273
		Jolanta Grabinski	Information Services	100 Cherokee St.	770 528-8709
	Gujarati	Yogini Desai	Library	266 Roswell Street	770-528-2329
				266 Roswell Street Marietta	
	Igbo ----African	Angela Mbagwu	Library	Ga	7705282377
		Sonal Siddiqui	Information Services	100 cherokee street	7705288793

	Zoe Soltanmammedova	Extension Services	678 S Cobb Dr, Suite 200, Marietta, GA 30060	7705284084
	BIANCA	P.D	140 NORTH MARTIETTA PKWY	7704993923
			4400 lower roswell rd	
patois jamaican	Christie-Ann McFarlane	motor vehicle	marietta ga 30062	770-528-8600
	Kamila Sauze	Real Estate	10 E. Park Square, Marietta 30090	110-528-1368
	Mayra D Naqvi	Tax Commissioner Office	2932 Canton Rd #300 Marietta, GA 30066	7705282399
Indonesian	Rebekah Ashworth	Child Support Receiver	10 E Park Square, Suite 404, Marietta, GA 30090	7705283055
	ANA LEDONNE	SUPERIOR COURT FILE ROOM	70 HAYNES STREET, MARIETTA, GA 30091	770-528-1309
	Debbie Bell	Superior Court Clerk / Notary	10 East Park Square, Bldg. C, First Floor	770-528-1342
	Ligia Florim	Transportation	1890 County Services Parkway; Marietta, GA 30008	7705281667
VISAYAN (TAGALOG AND VISAYAN ARE PHILIPPINE DIALECTS)	LILLIAN-REGINA HARDING	COBB SHERIFF'S OFFICE	JAIL VISITORS CENTER	770-499-4231
	Xiaoyan Zhang	Library	266 Roswell Street	770 528 2335
VISAYAN (& TAGALOG - BOTH PHILIPPINE DIALECTS)	HARDING, LILLIAN-REGINA	SHERIFF'S OFFICE	JAIL / VISITORS CENTER	770-499-4231
	Anna Nam	Juvenile Court	32 Waddell Street St SE Marietta, GA 30090	770-528-2429
Finnish	Sirpa Vigdorov	District Attorney	70 Haynes St. Marietta GA 30090	770 528 8653
	Greig Rodriguez	Tax Assessors	736 Whitlock Ave	770-528-3100
Gujarati	Palak Shah	CCWS	680 South Cobb Drive, Marietta, GA	7704196463

	Kendra Palmer	Elections & Registration	West Park Government Center	770 528-2581
	Sandra Arroyo-Castillo	Water	660 South Cobb Dr. SE, Marietta, GA 30060	770-419-6273
	Richard Vega	Records Services	1772 County Services Parkway	770-528-1153
	William Nerio	Public Safety / Police Department	140 N. Marietta Pkwy. Marietta GA (CCPD HQ)	(770) 499-3876
	Allen Aschwege	Cobb Fire	St 8 Cobb Pkwy Kennesaw	
	Ana	Juvenile court	32 waddell st	7705281069
Tamil	vidhya jagannathan	library	1750 Dennis Kemp Ln NW, Kennesaw, GA 30152	(770) 528-4699

Cell Phone Number	Work Email Address
Open-Ended Response	Open-Ended Response

suzzanne.anicette@cobbcounty.org

Ivan.Tirado@cobbcounty.org

alisa.arnold@cobbcounty.org
riny.schartman@cobbcounty.org

Abraham.Philip@Cobbcounty.org

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seworobert@hotmail.com

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Sonal@cobbcounty.org

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kamila.sauze@cobbcounty.org

mayra.naqvi@cobbcounty.org

rebekah.ashworth@cobbcounty.org

ANA.LEDONNE@COBBCOUNTY.ORG

Debbie.Bell@CobbCounty.org

ligia.florim@cobbcounty.org

lillian.harding@cobbcounty.org

shelley.zhang@cobbcounty.org

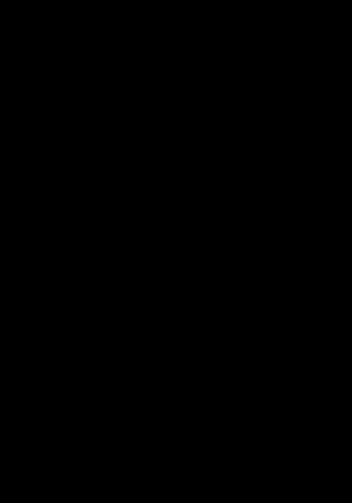
lillian-harding@cobbcounty.org

Anna.Nam@cobbcounty.org

sirpa.vigdorov@cobbcounty.org

greig.rodriquez@cobbcounty.org

palak.shah@cobbcounty.org



kendra.palmer@cobbcounty.org

sandra.arroyo-castillo@cobbcounty.org

richard.vega@cobbcounty.org

william.nerio@cobbcounty.org

allen.aschwege@cobbcounty.org

Ana.pinto@cobbcounty.org

vidhya.jagannathan@cobbcounty.org

Eveler, Janine

From: Eveler, Janine
Sent: Tuesday, May 21, 2019 1:46 PM
To: Jemison, Brenda
Subject: Fwd: Language Assistance Volunteer
Attachments: ATT00001.htm

This might be a resource for poll workers.

Sent from my iPad

Janine Eveler

Begin forwarded message:

From: "Loughman, Kristen" <Kristen.Loughman@cobbcounty.org>
Date: May 21, 2019 at 11:39:47 AM EDT
To: Department Managers <DepartmentManagers@cobbcounty.org>, Elected Officials <ElectedOfficials@cobbcounty.org>
Subject: Language Assistance Volunteer

Good Morning,

At the request of the Superior Court Administration, we conducted a language identification survey to find employees who speak secondary languages and are willing to volunteer their assistance if needed. Attached are the survey results. We hope this information will be useful when you need an interpreter. Please do not post this list on public sites because employees have provided their personal cell phone numbers.

Kristen Loughman
Employee Communications Specialist
Cobb County Government Human Resources
100 Cherokee St., Suite 200
Marietta, GA 30090
770-528-1187
Kristen.Loughman@cobbcounty.org

Eveler, Janine

From: Loughman, Kristen
Sent: Tuesday, May 21, 2019 11:40 AM
To: Department Managers; Elected Officials
Subject: Language Assistance Volunteer

Good Morning,

At the request of the Superior Court Administration, we conducted a language identification survey to find employees who speak secondary languages and are willing to volunteer their assistance if needed. Attached are the survey results. We hope this information will be useful when you need an interpreter. Please do not post this list on public sites because employees have provided their personal cell phone numbers.

Kristen Loughman
Employee Communications Specialist
Cobb County Government Human Resources
100 Cherokee St., Suite 200
Marietta, GA 30090
770-528-1187
Kristen.Loughman@cobbcounty.org

Subject: RE: Elections Language Assistance
Date: Wednesday, October 2, 2019 at 5:18:16 PM Eastern Daylight Time
From: Eveler, Janine
To: 'Michele Felski-Smith', 'info@cobbelections.org'

We do not provide any language assistance at this time. We have employees who happen to speak other languages, but we did not hire them specifically for that purpose.

Janine Eveler

Director,
Cobb County Elections & Registration
770-528-2312
770-528-2519 Fax
678-315-0439 Cell
www.CobbElections.org

Register...then Vote!

From: Michele Felski-Smith [mailto:m.felskismith@gmail.com]
Sent: Wednesday, October 2, 2019 3:58 PM
To: info@cobbelections.org
Subject: Elections Language Assistance

Hello,

I'm doing a project on elections language access, so was wondering if you could answer a few questions for me! I was just wondering if you could let me know what language assistance you provide – such as which materials you provide in other languages, and which languages, etc.

I'm particularly wondering if there's anything you provide to limited-English proficient voters that goes beyond the requirements of Section 203 of the Voting Rights Act – things like employing bilingual poll workers or other bilingual employees in the office, etc?

Thank you so so much for any help!

Michele Felski-Smith

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