

**MINUTES OF REGULAR MEETING
COBB COUNTY BOARD OF COMMISSIONERS
DECEMBER 10, 2024
9:00 AM**

The Regular Meeting of the Cobb County Board of Commissioners was held at 9:00 a.m., Tuesday, December 10, 2024, at the David Hankerson Building, 100 Cherokee Street, Marietta, Georgia, in the second-floor public meeting room. Present and comprising a quorum of the Board were:

Chairwoman Lisa Cupid
Commissioner JoAnn Birrell
Commissioner Keli Gambrell
Commissioner Jerica Richardson
Commissioner Monique Sheffield

CALL TO ORDER

Chairwoman Cupid called the meeting to order at 9:03 a.m.

PRESENTATIONS

1. **To present a check in recognition of *A Better Today Books & Boutique, LLC*; a recipient of the Entrepreneurship and Innovation Grant.**

Commissioner Birrell and Sabrina Wright, Economic Development Director, presented a check in recognition of *A Better Today Books & Boutique, LLC*, a recipient of the Entrepreneurship and Innovation Grant.

2. **To present a proclamation to Life University recognizing 50 years of commitment to education, health, and wellness.**

Chairwoman Cupid presented a proclamation to Life University in recognition of 50 years of commitment to education, health, and wellness.

PUBLIC COMMENT

1. Denny Wilson addressed the Board regarding Home Rule and the Legislative Agenda.
2. Hill Wright addressed the Board regarding death of an animal.
3. Tracy Stevenson addressed the Board regarding contingency funds and affordable housing.
4. Mike Binns addressed the Board regarding MSPLOST.
5. Christine Rozman addressed the Board regarding trust.
6. Craig Harfoot addressed the Board regarding property taxes.

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Clerks note: Commissioner Birrell and Commissioner Gambrill requested the following statement that are on file in the County Clerk's Office be attached to each vote and made a part of these minutes.

Commissioner Birrell's statement

Considering the Supreme Court's ruling in January regarding standing on the Home Rule issue, my position regarding the home rule challenge still stands.

I do not support the Home Rule Challenge of the majority of this board. It is unconstitutional and illegal. I voted against the amended map three times in 2022 (1/25/22, 10/11/22 and 10/25/22).

I have a duty to represent my constituents and will not have my vote suppressed as I was duly elected on November 8, 2022, under the state map (HB 1154) voted on by the Georgia General Assembly in February 2022, signed into law by Governor Kemp on March 2, 2022, and certified by the Cobb Board of Elections on November 15, 2022.

In addition, I do support the Order on Cross Motions for Summary Judgment (Civil Action File No. 23-1-02428-56) from Judge Ann B. Harris in the Superior Court of Cobb County dated January 8, 2024, which finds the County's Amendment to Act 562 (the "Amendment or Amended Act") is an act excluded from the County's Home Rule authority granted in the Georgia Constitution, and therefore is void.

Although the Supreme Court of Georgia only ruled on standing and did not rule on the merits of the case, I concur with Justice Bethel's remarks regarding Home Rule authority. With respect to Judge Hill's order dated 7/25/24, I also support her order and do not support the county's request to intervene or request for reconsideration of her decision regarding the Alicia Adams v. Cobb Board of Elections case. I did not support the majority of this Board regarding the Home Rule challenge from the very beginning. It has gone on for the past 2 years at taxpayers' expense and should never have been done to begin with. We all took an oath to uphold the Constitution of the United States, the State of Georgia, and Cobb County.

Follow the Law.

Commissioner Gambrill's statement

While the County responded on October 3, 2024 to many allegations made in the recent legal challenge filed in Superior Court on September 18, 2024 – no mention was made that these allegations were irrelevant to the action taken by the Board to provide notice that a Commissioner did not meet the qualifications per Sec. 2-23(b) of our local Enabling Legislation.

The Agenda Item #46 for August 25 and September 10, 2024 were only to deem the office vacant and were not included in the County's response. Yet the complaint states the Board voted to fill the vacancy. This is a false statement, as the Agenda's Recommendations clearly stated: "The Board of Commissioners approves notice to the District 2 Commissioner that the office is deemed vacant per Part II, Sec. 2-23(b), Official Code of Cobb County, Georgia; and authorizes the Chairwoman to execute notice pursuant to OCGA 45-5-1 and any other necessary documents for said purpose."

Upon careful review of 45-5-1 it is two pronged. (a) addresses vacated offices and (b) state the decision of the officer or body to fill the vacancy or call an election to fill the vacancy shall be subject to an appeal to the superior court. The Board of Commissioners did not approve to fill the vacancy, nor did we call for an election. Therefore, the complaint should be dismissed.

The county provided no equitable estoppel argument advanced as a result of the actions by the Board of Commissioners in moving forward with an ultra vires passage of the Home Rule Map.

The Home Rule Board action was precipitated by an illegal action through the act of three Commissioners to confect and move forward with a scheme which was illegal in inception and act which Commissioners now claim their term should extend beyond December 31, 2024.

This response coupled with the County Attorney's Office unwillingness to rescind the Home Rule Resolution votes of Oct. 11th and 25th, 2022 raises continued questions as the representation and advice provided to me as your commissioner and representative in matters pertaining to Home Rule.

The County regularly uses outside counsel to represent the interest of the County in matters as simple as motor vehicle accidents. I respectfully request that the Cobb County Attorney's Office be removed from this legal action and outside counsel represent the County in all matters pertaining to Home Rule going forward.

CONSENT AGENDA

MOTION: Motion by Cupid second, by Richardson, to **approve** the following items on the Consent Agenda, as revised, *with the exception of Item 26, which was heard as a Regular Item* (See Item 42 of these minutes); and **authorize** execution of the necessary documents by the appropriate County personnel.

MAGISTRATE COURT

3. To approve the appointments of Senior Magistrate Judges.

To **approve** Chief Magistrate Judge Brendan F. Murphy's: reappointment of Senior Magistrate Judges Louis Feingold, Jonathan Marigliano, and Timothy W. Wolfe to the office of Senior Magistrate; and appointment of retiring Magistrate Judge Michael McLaughlin to the office of Senior Magistrate. Each Senior Magistrate's term shall end on December 31, 2028.

Funding is included in the adopted FY2025 budget.

District Attorney

4. **To authorize the acceptance of grant funds from the Criminal Justice Coordinating Council's FY24 Victims of Crime Act Grant to support the District Attorney's Office Family Advocacy Center.**

To **authorize** the acceptance of grant funds from the Criminal Justice Coordinating Council's FY24 Victims of Crime Act Grant, in the amount of \$263,953.00; **approve** the creation of unit F091, within Fund 270, for the operational period of October 1, 2024, through September 30, 2025; **authorize** transfer of all personnel associated with unit F081, into unit F091; **authorize** the corresponding budget and accounting transactions; **authorize** the District Attorney, or designee, and the Finance Department, or designee, to sign programmatic and finance reports for the Cobb Family Advocacy Center; **authorize** the Chairwoman to sign MOU's for the Center, upon approval by the County Attorney; and **further authorize** the Chairwoman to execute the necessary documents.

Funding will be available with the following budget appropriations:

Increase Revenue:	270-170-F091-4467	CJCC	\$263,953.00
Increase Expenditure:	270-170-F091-6018	Part-Time Salary	\$178,300.25
Increase Expenditure:	270-170-F091-6032	Disability	\$ 316.74
Increase Expenditure:	270-170-F091-6034	FICA	\$ 13,356.02
Increase Expenditure:	270-170-F091-6036	Medical	\$ 23,280.65
Increase Expenditure:	270-170-F091-6038	Life	\$ 343.14
Increase Expenditure:	270-170-F091-6044	Retirement	\$ 42,813.18
Increase Expenditure:	270-170-F091-6045	Defined Contributions	\$ 2,428.37
Increase Expenditure:	270-170-F091-6052	Workers Compensation	\$ 2,349.18
Increase Expenditure:	270-170-F091-6054	Dental	\$ 765.46

State Court Clerk

5. **To approve an additional sole source contract with GreenCourt Legal Technologies LLC, for the subscription to maintain an electronic filing system for criminal cases and appropriation of eFiling revenue to fund technological improvements within the office of the State Court Clerk.**

To **approve** a sole source contract with GreenCourt Legal Technologies LLC. for a subscription to maintain an electronic filing system for criminal cases and appropriation of eFiling revenue to fund technological improvements within the office of the State Court Clerk; **authorize** the continued standard reserve appropriation of additional e-filing revenue funds and other corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Decrease:	010-160-8500-8852	(Reserve Contingency)	\$50,000.00
Increase:	010-160-8500-6349	(Information Technology Subscription)	\$50,000.00

State Court Administration

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

To **authorize** the acceptance of the supplemental grant funds from the Criminal Justice Coordinating Council in the amount of \$855.00 for the existing grant period ending June 30, 2025, to support the Cobb DUI Court Program; **authorize** the corresponding budget transactions; **further authorize** the Chairwoman, Judge Eric Brewton, and/or Darcy Kamau to execute the necessary documents.

Increase Revenue:	(Other Local Revenue)	270-220-S159-4506	\$855.00
Appropriate	(Accountable	270-220-S159-6176	\$855.00
Expenditure	Equipment)		

Water System

7. To approve a construction contract with Skyline Construction Services, Inc. and funding for construction administration services for the Noonday Creek Water Reclamation Facility FY24 Roof Replacements, Program No. T1033.

To **approve** a construction contract with Skyline Construction Services, Inc., in the amount of \$894,044.00, and funding for construction management services, in the amount of \$32,725.00, for the Noonday Creek Water Reclamation Facility FY24 Roof Replacements, Program No. T1033; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

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

Transfer from:

Noonday Creek Water Reclamation Facility Miscellaneous
Improvements

Preliminary Estimates	510-500-5753-8005	T1503-Z	\$946,884.00
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Transfer to:

Noonday Creek Water Reclamation Facility FY24 Roof
Replacements

Construction	510-500-5753-8111	T1033-C	\$894,044.00
Engineering (Additional Funding)	510-500-5753-8120	T1033-E	\$ 32,725.00
Interest Expense on Retainage	510-500-5753-6613	T1033-A	\$ 2,235.00
Contingency	510-500-5753-8810	T1033-T	\$ 17,880.00
Total			\$946,884.00

8. **To approve a work order under the FY23 Unit Price Contract for Water, Sewer, and Miscellaneous Services with HD Excavations & Utilities, LLC for City of Woodstock Noonday Trail Extension Sewer Replacement, Program No. S3050.**

To **approve** a work order under the FY23 Unit Price Contract for Water, Sewer, and Miscellaneous Services with HD Excavations & Utilities, LLC, in the amount of \$194,568.79, for City of Woodstock Noonday Trail Extension Sewer Replacement, Program No. 3050; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

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

Transfer from:

Unidentified New/Replacement Sewer Lines

Preliminary Estimates	510-500-5755-8005	S2503-Z	\$199,468.79
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Transfer to:

City of Woodstock Noonday Trail Extension Sewer Replacement

Construction	510-500-5755-8260	S3050-C	\$194,568.79
Materials & Supplies	510-500-5755-8265	S3050-M	\$ 1,000.00
Contingency	510-500-5755-8810	S3050-T	<u>\$ 3,900.00</u>
Total			\$199,468.79

9. **To authorize an Intergovernmental Agreement with the City of Austell to satisfy a provision in their current National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System permit.**

To **authorize** an Intergovernmental Agreement with the City of Austell to satisfy a provision in their current National Pollutant Discharge Elimination System Municipal Separate Storm Sewer permit; and **further authorize** the Chairwoman to execute the necessary documents.

10. **To approve Supplemental Agreement No. 3 with ADS, LLC (d/b/a ADS Environmental Services) for FY21 Collection System Flow Monitoring Services, Program No. C0161.**

To **approve** Supplemental Agreement No. 3 with ADS, LLC (d/b/a ADS Environmental Services), in the amount of \$130,576.42, for FY21 Collection System Flow Monitoring Services, Program No. C0161; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

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

Increase Encumbrance:

GAE 51012152015	510-500-5752-8225	C0161-E	\$130,576.42
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Transfer from:

Countywide Flow Monitoring

Preliminary Estimates	510-500-5752-8005	C0161-Z	\$130,576.42
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Transfer to:

FY21 Collection System Flow Monitoring Services

Engineering-Basic Fees	510-500-5752-8225	C0161-E	\$130,576.42
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11. **To convey by quitclaim deed to the underlying property owner any County rights associated with a sanitary sewer easement for an abandoned sanitary sewer located in Land Lot 227 of the 16th District.**

To **convey** by quitclaim deed to the underlying property owner, LDS Hawkins, LLC, any County rights associated with a sanitary sewer easement for an abandoned sanitary sewer located in Land Lot 227 of the 16th District; and **authorize** the Chairwoman to execute the necessary documents.

Transportation

12. To authorize the reallocation of District 1 Capital Contingency funding for engineering design services of Villa Rica Road at Irwin Road, Project No. TR543.

To **authorize** the reallocation of District 1 Capital Contingency funding, in the amount of \$250,000.00, for engineering design services of Villa Rica Road at Irwin Road, Project No. TR543.

Available in the Public Facility Projects Fund, with the following interfund transfer from the District 1 Capital Contingency Budget:

Decrease Expenditure: 010-001-0121-8820	Undesignated Contingency	\$250,000.00
Increase Expenditure: 010-001-0121-6594	Interfund Transfer - Expense	\$250,000.00
Increase Revenue: 380-050-4612-4960-TR543-E	Interfund Transfer - Revenue	\$250,000.00
Increase Expenditure: 380-050-4612-8005-TR543-E	Preliminary Estimate	\$250,000.00

13. To approve a Lighting Services Agreement with Georgia Power Company for the installation of street lights on Bentley Road, and authorize the reallocation of District 2 Capital Contingency funding for the installation and FY25 operating costs.

To **approve** the Lighting Services Agreement with Georgia Power Company, in an amount not to exceed \$503,500.00, for the installation of streetlights on Bentley Road; **authorize** the reallocation of District 2 Capital Contingency funding for the installation and FY25 operating costs, in an amount not to exceed \$507,685.72; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Available in the Department's FY25 General Fund Operating Budget, with the following budget transfer from the FY25 District 2 Contingency Budget:

Decrease Expenditure: 010-001-0122-8820	Undesignated Contingency	\$507,685.72
Increase Expenditures: 010-050-0760-6474	Street Lights - Fixtures	\$503,500.00
010-050-0760-6476	Electricity - Public Utility	\$ 4,185.72

Public Services Agency

PARKS

14. **To approve the second amendment to the Parking Lease Agreement with the Cobb County School District for Lassiter High School parking at Carl Harrison Park.**

To **approve** a second amendment to the Parking Lease Agreement with the Cobb County School District for Lassiter High School parking at Carl Harrison Park; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary document.

All funds received will be deposited as rental fees collected for Carl Harrison Park.

Library System

15. **To authorize the application for and acceptance of the 2024-25 PLA Digital Literacy Workshop Incentive: ATT Phase III Grant from the Public Library Association (PLA), a division of the American Library Association (ALA).**

To **authorize** the acceptance of the 2024-2025 PLA Digital Literacy Workshop Incentive: ATT Phase III Grant in the amount of \$10,000.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Increase Revenue:	270-080-Li39-4506	(Other Local Revenue)	\$10,000.00
Increase Expenditure:	270-080-Li39-6204	(Other Supplies)	\$10,000.00

Senior Services

16. **To authorize the acceptance of a grant from Atlanta Regional Commission to identify and support a senior hunger initiative in the county's lowest life expectancy census tract.**

To **authorize** the acceptance of a grant from Atlanta Regional Commission (ARC) to identify and support a senior hunger initiative in the county's lowest life expectancy census tract and; **further authorize** the corresponding budget transactions.

Increase Revenue	270-300-G724-4495	CBS State Grant	\$2,500.00
Increase Expenditure	270-300-G724-6166	Food & Food Service Supplies	\$2,500.00

Support Services Agency

Information Technology Services

17. **To approve a lease with Dell Financial Services LLC (DFS) from an existing Master Lease Agreement (MLA), to replace up to 123 computers in the second quarter of FY 25 for Phase 12 Lease 064 of the PC Replacement Project.**

To **approve** a lease with Dell Financial Services LLC from an existing Master Lease Agreement, in an amount not to exceed \$220,010.00 (49 months of lease payments in FY 25 - FY 29) to finance the replacement of up to 123 computers in the second quarter of FY 25; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Funding for the FY 25 lease payments is available in the Capital Replacement Fund 380, PC Replacements Project, Unit 4580, as follows:

380-035-4580-6532	(Equipment Lease)	\$26,940.00
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Property Management

18. **To authorize the allocation and transfer of District 4, FY2025 Capital Contingency funds, to the Property Management Capital Projects Fund, in support of the South Cobb Health Complex.**

To **authorize** an allocation and transfer of funds, in the amount of \$1,000,000.00, from District 4, FY2025 Capital Contingency, to the Property Management Capital Projects Fund, in support of the South Cobb Health Complex; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Funding will be available with the following budget transactions:

Decrease Expenditure:	010-001-0124-8820	District 4 Contingency - FY2025	\$1,000,000.00
Increase Expenditure:	010-001-0124-6594	Interfund Transfer Expense	\$1,000,000.00
Increase Revenue:	381-110-PM08-4960	Interfund Transfer Revenue	\$1,000,000.00
Increase Expenditure:	381-110-PM08-8005	Preliminary Estimates	\$1,000,000.00

19. To approve the allocation of FY2025, District 3 Contingency funds, to the Property Management capital budget in support of capital improvements at Gritters Library.

To **approve** the allocation of FY2025 District 3 adopted contingency funds to the Property Management capital budget in support of capital improvements at Gritters Library; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Funding will be available with the following budget transaction:

Decrease Expenditure:	001-001-0123-8820	District 3 Undesignated Contingency	\$13,141.00
Increase Expenditure:	010-110-3640-8110	Renovation of Buildings & Structures	\$13,141.00

20. To authorize the replacement of the rooftop HVAC air handler units at South Cobb Government Service Center, a capital improvement project.

To **authorize** the replacement of the rooftop HVAC air handler units, in the amount of \$127,515.00 by MaxAir Mechanical Inc., at the South Cobb Government Service Center; **authorize** execution by Purchase Order through the Procurement Services Department; and **further authorize** the corresponding budget transactions.

Funding is available in Property Management's Capital project budget as follows:

010-110-3640-8435	(Heating, Vent, & AC Equip)	\$127,515.00
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Public Safety Agency

Fire and Emergency Services

21. To authorize the application for grant funding through FEMA Assistance to Firefighters Grant Program.

To **authorize** the application for grant funding through the Federal Emergency Management Agency (FEMA) *Assistance to Firefighters Grant Program*, in an amount not to exceed \$200,000.00; and **further authorize** the Chairwoman to execute any necessary documents.

22. To authorize the renewal of Telestaff (UKG Kronos) software.

To **approve** the renewal of Telestaff (UKG Kronos) software for an amount not to exceed \$57,395.06; **authorize** the corresponding budget transaction; and **further authorize** the Chairwoman to execute any necessary documents.

Funding is available within the FY25 Fire Budget:

230-130-1000-6491	Annual Maintenance & Support	\$57,395.06
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23. **To approve a restated and amended Second Facility Use Agreement with Front Line Mobile Health (FLMH) and authorize the use of a portion of Fire Station 30 for conducting the Medical Exams pursuant to the County's Professional Services Agreement with FLMH (the Professional Services Agreement).**

To **approve** a restated and amended Second Facility Use Agreement with Front Line Mobile Health (FLMH); **authorize** the use of a portion of Fire Station 30 for conducting the Medical Exams pursuant to the County's Professional Services Agreement with FLMH, and **further authorize** the Chairwoman to execute any necessary documents.

Community Development

24. **To approve annexation notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for the annexation of a tract of land that totals 0.505 acres located on the westside of Austell Powder Springs Road north of Smith Drive**

To **approve** an annexation Notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for the annexation of Land Lot 1019 of the 19th District, Cobb County, Georgia, Parcel number 19101900300, into the City of Powder Springs. A copy of the annexation Notice of Non-Objection is attached and made a part of these minutes.

Economic Development

25. **To approve the recommended ranking of the top three qualified firms to develop an Economic Development Strategic Plan for Cobb County.**

To **approve** the recommended ranking of the top three qualified firms to develop an Economic Development Strategic Plan for Cobb County and **further authorize** negotiations for final scope and fee beginning with the top-ranked firm, KB Advisory Group.

26. **To adopt a resolution authorizing the Public Finance Authority to issue its Student Housing Revenue Bonds (KSU Bixby Real Estate Foundation, LLC Project) Series 2025 in one or more series for the benefit of Kennesaw State University Foundation, Inc., a Georgia nonprofit corporation, or its wholly owned affiliate.**

This Item was withdrawn from the Consent Agenda and heard as a Regular Item (See Item 42 of these minutes).

27. To approve a Business Investment Grant for *FruiTea Bubbles Café, Inc.* from the Cobb County Entrepreneurship and Innovation Incentive Program.

To **approve** a grant award, in the amount of \$10,000.00, from the Entrepreneurship and Innovation Incentive Program to *FruiTea Bubbles Café, Inc.*; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Funding is available in the Grant Fund as follows:
270-030-L017-6601 (Other Miscellaneous Expenses)

Human Resources

28. To approve the Self-Funded Medical Stop Loss Insurance Policy for the period of January 1, 2025 through December 31, 2025 with Swiss Re Corporate Solutions American Insurance Corporation.

To **approve** the Self-Funded Medical Stop Loss Insurance Policy administered by Anthem for the period of January 1, 2025 through December 31, 2025 with Swiss Re Corporate Solutions American Insurance Corporation in substantially similar form as reviewed by the County Attorney's Office; **authorize** the corresponding budget transfer; and **further authorize** the Chairwoman to execute the necessary insurance documents.

Annual funding for these services is available in the Medical Fund.

29. To approve a resolution to join the ACCG-IMRA insurance fund program, an intergovernmental agreement related to participation in the ACCG-IRMA insurance fund, an application and participation agreement for ACCG-IRMA's First Responder PTSD insurance benefits.

To **approve** a resolution to join the ACCG-IMRA insurance fund program, an intergovernmental agreement related to participation in the ACCG-IRMA First Responder PTSD insurance fund, an application and participation agreement for ACCG-IRMA's First Responder PTSD insurance benefits in substantially similar form as reviewed by the County Attorney's Office; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the documents required to secure insurance benefits. A copy of said resolution is attached and made a part of these minutes.

Decrease Expenditure:	700-095-8012-6609	Trust Fund - Medical	\$300,717.00
Increase Expenditure:	700-095-8012-6033	PTSD Disability	\$300,717.00

30. **To authorize an agreement with EPIC Insurance Brokers & Consultants, Inc. for Benefits Consulting and Brokerage Services effective January 1, 2025.**

To **approve** an agreement with EPIC Insurance Brokers to provide Benefits Consulting and Brokerage Services effective January 1, 2025 through December 31, 2027, with an option for two (2) one-year renewals in substantially similar form as reviewed by the County Attorney's Office; and **authorize** the Chairwoman to execute the necessary documents.

Annual funding for these services is available in the Health Fund's Operating Budget.

31. **To authorize an agreement with Houze & Associates, Inc. to provide Voluntary Benefits Administration and Flexible Benefits Administration effective January 1, 2025.**

To **approve** an agreement with Houze & Associates, Inc. for Voluntary Benefits Administration and Flexible Spending Administration through Medcom effective January 1, 2025 through December 31, 2027 with an option for two (2) one-year renewals in substantially similar form as reviewed by the County Attorney's Office; and **authorize** the Chairwoman to execute the necessary documents.

32. **To approve a contract with PMA Management Corp. to provide third party workers' compensation claims administration for Cobb County's employees effective January 1, 2025.**

To **approve** a contract with PMA Management Corp. to provide third party workers' compensation administration for Cobb County's employees effective January 1, 2025 through December 31, 2027, with an option for two (2) one-year renewals in substantially similar form as reviewed by the County Attorney's Office; and **authorize** the Chairwoman to execute the agreement.

Annual funding for these services is included in the FY25 budget.

Communications

33. **To authorize the expenditure of Public, Educational, & Governmental (PEG) funds and to authorize the Procurement Director to purchase a new Video Automation Server system, including installation and integration, for CobbTV.**

To **authorize** the expenditure of PEG funds and authorize the Procurement Director to purchase a new Video Automation Server system, including installation and integration, for CobbTV for an amount not to exceed \$228,157.03, under provisions of TIPS Purchasing Cooperative Contract #230901; and **further authorize** the corresponding budget transactions.

Funding in the amount of \$228,157.03 is available in 010-021-0262-6192 and will have no immediate or ongoing impact on the county's General Fund.

Risk and Safety

34. **To approve all interfund transfers and payments for claims and safety equipment purchases to allow the Risk and Safety Department to reimburse the appropriate departments.**

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

DOT - Auto Liability - 24 01032 - Vehicle 6246

Decrease Expenditure:	710-023-8018-8605 Collision & Comp Claims	\$47,400.00
Increase Expenditure:	710-023-8018-6594 Interfund Expense	\$47,400.00
Increase Revenue:	010-050-0781-4960 Interfund Revenue	\$47,400.00
Increase Expenditure:	010-050-0781-8605 Vehicle Replacement	\$47,400.00

Police - Auto Liability - 24 00524 - Vehicle 8239

Decrease Expenditure:	710-023-8018-8605 Collision & Comp Claims	\$9,645.51
Increase Expenditure:	710-023-8018-6594 Interfund Expense	\$9,645.51
Increase Revenue:	010-130-2100-4960 Interfund Revenue	\$9,645.51
Increase Expenditure:	010-130-2100-8605 Vehicle Replacement	\$9,645.51

Police - Auto Liability - 24 00904 - Vehicle 7266

Decrease Expenditure:	710-023-8018-8605 Collision & Comp Claims	\$8,138.00
Increase Expenditure:	710-023-8018-6594 Interfund Expense	\$8,138.00
Increase Revenue:	010-130-2100-4960 Interfund Revenue	\$8,138.00
Increase Expenditure:	010-130-2100-8605 Vehicle Replacement	\$8,138.00

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Police - Total Loss - 24 01029 - Vehicle 10230

Decrease Expenditure:	710-023-8018-8605 Collision & Comp Claims	\$21,878.00
Increase Expenditure:	710-023-8018-6594 Interfund Expense	\$21,878.00
Increase Revenue:	010-130-2100-4960 Interfund Revenue	\$21,878.00
Increase Expenditure:	010-130-2100-8605 Vehicle Replacement	\$21,878.00

Police - Auto Liability - 24 01028 - Vehicle 7547

Decrease Expenditure:	710-023-8018-8605 Collision & Comp Claims	\$10,725.00
Increase Expenditure:	710-023-8018-6594 Interfund Expense	\$10,725.00
Increase Revenue:	010-130-2100-4960 Interfund Revenue	\$10,725.00
Increase Expenditure:	010-130-2100-8605 Vehicle Replacement	\$10,725.00

Police - Auto Liability - 24 00584 - Vehicle 7946

Decrease Expenditure:	710-023-8018-8605 Collision & Comp Claims	\$19,602.93
Increase Expenditure:	710-023-8018-6594 Interfund Expense	\$19,602.93
Increase Revenue:	010-130-2100-4960 Interfund Revenue	\$19,602.93
Increase Expenditure:	010-130-2100-8605 Vehicle Replacement	\$19,602.93

Police - Auto Liability - 24 00702 - Vehicle 9836

Decrease Expenditure:	710-023-8018-8605 Collision & Comp Claims	\$19,117.15
Increase Expenditure:	710-023-8018-6594 Interfund Expense	\$19,117.15
Increase Revenue:	010-130-2100-4960 Interfund Revenue	\$19,117.15
Increase Expenditure:	010-130-2100-8605 Vehicle Replacement	\$19,117.15

Property Management - Property Damage - 24 01183

Decrease Expenditure:	710-023-8011-6605 Property Loss	\$64,791.73
Increase Expenditure:	710-023-8011-6594 Interfund Expense	\$64,791.73
Increase Revenue:	010-110-3640-4960 Interfund Revenue	\$64,791.73
Increase Expenditure:	010-110-3640-6605 Property Loss	\$64,791.73

Property Management - Property Damage - 24 01041

Decrease Expenditure:	710-023-8011-6605 Property Loss	\$39,264.80
Increase Expenditure:	710-023-8011-6594 Interfund Expense	\$39,264.80
Increase Revenue:	010-110-3640-4960 Interfund Revenue	\$39,264.80
Increase Expenditure:	010-110-3640-6605 Property Loss	\$39,264.80

Parks - Property Loss - 24 01117

Decrease Expenditure:	710-023-8011-6605 Property Loss	\$841.16
Increase Expenditure:	710-023-8011-6594 Interfund Expense	\$841.16
Increase Revenue:	010-105-3200-4960 Interfund Revenue	\$841.16
Increase Expenditure:	010-105-3200-6326 Professional Services	\$841.16

Finance

35. 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.

36. To approve a third amended agreement with Bank of America for the County's banking services in order to allow for complete negotiation of a new master depository banking services agreement using the RFP process.

To **approve** a third amendment to the Master Depository Banking Services Agreement with Bank of America for the County's banking services; and **authorize** the Chairwoman to execute the necessary documents.

37. To approve an Amendment with Butler Snow LLP for the County's Bond Counsel and Issuer's Disclosure Counsel services for a period of one year from the date of the agreements end of term.

To **approve** an amendment to the contract with Butler Snow LLP for legal services; and **authorize** the Chairwoman to execute the necessary documents

38. To adopt a Resolution authorizing and approving (a) the delegation of authority to the County Review Team (as described hereinafter) to approve or deny on behalf of the County extensions of time on a month-to-month basis until no later than March 31, 2025, within which extended time period the Cobb-Marietta Coliseum and Exhibit Hall Authority (the "Authority") must satisfy certain requirements of the 2023 Agreements (defined hereinafter) prior to issuing bonds payable from Hotel/Motel Tax revenues and a portion of Liquor-by-the-Drink Tax revenues to finance the Authority's proposed projects and (b) the consent to a credit toward the amount required to fully fund capitalized interest accruing during the construction or renovation period, provided that the credit shall be in the amount calculated as described in the Resolution and consented to in writing by the County Review Team prior to the issuance of the proposed bonds.

To **adopt** a Resolution authorizing and approving (a) the delegation of authority to the County Review Team to approve or deny on behalf of the County extensions of time on a month-to-month basis until no later than March 31, 2025, within which extended time period the Authority must satisfy certain requirements of the 2023 Agreements prior to issuing bonds payable from Hotel/Motel Tax revenues and a portion of Liquor-by-the-Drink Tax revenues to finance the Authority's proposed projects and (b) the consent to a credit toward the amount required to fully fund capitalized interest accruing during the construction or renovation period, provided that the credit shall be the amount calculated as described in the Resolution and consented to in writing by the County Review Team prior to the issuance of the 2025 Additional Bonds. A copy of said resolution is attached and made a part of these minutes.

County Attorney

39. To authorize the settlement of *Bethany Todd v. Cobb County, Georgia*, Civil Action File No. 24-A-1012; in the State Court of Cobb County, Georgia and authorize counsel to prepare and execute any necessary documents for the purposes of settling ongoing dispute.

To **authorize** the settlement of *Bethany Todd v. Cobb County, Georgia*, Civil Action File No. 24-A-1012; in the State Court of Cobb County, Georgia, as discussed in Executive Session on November 8, 2024; **authorize** counsel to prepare and execute any necessary documents for the purposes of settling ongoing dispute.

Funding is available in account: 710 55 8011 6608

County Clerk

40. To approve minutes.

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

- November 20, 2024 - Agenda Work Session
- November 21, 2024 - BOC Regular Meeting
- December 5, 2024 - Legislative Breakfast

41. 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 2025.

To **adopt** resolutions establishing the dates, times and place of the Regular Meetings and Zoning Hearings for the calendar year 2025; **authorize** the Chairwoman to postpone or cancel any meeting as she 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.

CONSENT VOTE: **ADOPTED 5-0**, Commissioner Birrell and Commissioner Gambrill in opposition to Item 25 (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

REGULAR AGENDA

Economic Development

42. **To adopt a resolution authorizing the Public Finance Authority to issue its Student Housing Revenue Bonds (KSU Bixby Real Estate Foundation, LLC Project) Series 2025 in one or more series for the benefit of Kennesaw State University Foundation, Inc., a Georgia nonprofit corporation, or its wholly owned affiliate.**

Motion by Richardson, second by Birrell, to **adopt** a resolution authorizing the Public Finance Authority to issue its Student Housing Revenue Bonds (KSU Bixby Real Estate Foundation, LLC Project) Series 2025 in one or more series and in one or more years in an amount not to exceed \$115,000,000 in aggregate principal amount for the purposes described above and **authorize** the Chairwoman to execute the necessary documents. A copy of said resolution is attached and made a part of these minutes.

VOTE: **ADOPTED 5-0** (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

BOC Chair

43. **To approve the reallocation of funding within the Chairwoman's FY2025 Budget from Contingency to Operating.**

Motion by Cupid, second by Richardson, to **approve** the reallocation of funding within the Chairwoman's FY2025 Budget from Contingency to Operating; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Funding will be available with the following transactions:

Decrease Expenditure:	010-001-0120-8820	Undesignated Chair Contingency	\$200,000.00
Increase Expenditure:	010-001-0120-6326	Professional Services	\$100,000.00
Increase Expenditure:	010-001-0120-6601	Other Miscellaneous Expenses	\$ 75,000.00
Increase Expenditure:	010-001-0120-6400	Travel Expense	\$ 10,000.00
Increase Expenditure:	010-001-0120-6116	General Office Supplies	\$ 10,000.00
Increase Expenditure:	010-001-0120-6438	General Printing Charges	\$ 5,000.00

As more appropriate, specific expense classifications are determined, funding within the miscellaneous (6601), travel (6400), General Office Supplies (6116), and General Printing Charges (6438) categories may be reallocated. The approved purpose of appropriated funding will not change.

VOTE: **ADOPTED 3-2**, Commissioner Birrell and Commissioner Gambrill opposed (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

Clerks Note: *Following discussion regarding the BOC Chair Regular Items 43 and 44 (See Item 44 and 45 of these minutes), Commissioner Sheffield announced that she would like to reconsider her vote for item 42 (See Item 43 of these minutes). Therefore, the following motion was made:*

Motion by Cupid, second by Sheffield, to **reconsider** the vote to Item 42 (Item 43 of these minutes).

VOTE: **ADOPTED 5-0** *(Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes).*

Motion by Cupid, second by Richardson, to **approve** the reallocation of funding within the Chairwoman's FY2025 Budget from Contingency to Operating; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

VOTE: **FAILED 2-3**, Commissioner Birrell, Commissioner Gambrill, and Commissioner Sheffield opposed *(Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes).*

44. To approve the award of a contract with Lexicon Strategies to provide public relations/public affairs services on an as-needed basis.

This item was withdrawn from the agenda.

45. To approve the award of a contract with Project Reach Back to provide senior-level guidance, consultation, and expertise regarding organizational policies.

This item was withdrawn from the agenda..

Clerk's Note: *Chairwoman Cupid called a brief recess from 11:02 a.m. - 11:12 a.m.*

ARPA

46. To authorize the reallocation of American Rescue Plan Act funding previously returned to Contingency, based on Investment Strategy guidance.

Motion by Cupid, second by Richardson, to **authorize** the reallocation of American Rescue Plan Act funding, in the amount of \$309,000.00, to the Cobb County Water System to support Stormwater Management projects; **authorize** the reallocation of any additional de-obligated funding that becomes available prior to December 31, 2024, to these projects; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Decrease Expenditure:	279-055-ARAD-8820	ARPA Undesignated Contingency	\$309,000.00
Increase Expenditure:	279-499-CI03-8005	Preliminary Estimates	\$309,000.00

VOTE: **ADOPTED 4-1**, Chairwoman Cupid opposed *(Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes).*

Water System

47. **To approve the Cobb County Water System's "Schedule of Rates, Charges, and Fees" to become effective April 1, 2025, and annual rate increases through January 1, 2029.**

Motion by Cupid, second by Richardson, to **approve** the Cobb County Water System's "Schedule of Rates, Charges, and Fees", to become effective April 1, 2025, and annual 3.5 percent increases in water and wastewater commodity charges and the wholesale government wastewater rate for 2026 through 2029 to be effective January 1st of each year. A copy of the Schedule of Rates, Charges, and Fees is attached and made a part of these minutes.

VOTE: **ADOPTED 4-1**, Commissioner Birrell **opposed** (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

Transportation

48. **To approve a contract with Glosson Enterprises, LLC for Cumberland Parkway/Cumberland Boulevard Transit Americans with Disabilities Act Improvements, Project No. B2751, Cobb DOT Contract No. 002335.**

Motion by Richardson, second by Gambrill, to **approve** a contract with Glosson Enterprises, LLC, in an amount not to exceed \$1,243,725.00, for Cumberland Parkway/Cumberland Boulevard Transit Americans with Disabilities Act Sidewalk Improvements, Project No. B2751, Cobb DOT Contract No. 002335; **authorize** the corresponding budget transaction; and **further authorize** the Chairwoman to execute the necessary documents.

Available in the 2022 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	348-050-B270-B270-8005-B2751-C	Preliminary Estimate	\$1,243,725.00
Transfer to:	348-050-B270-B270-8762-B2751-C	Turnkey Construction	\$1,243,725.00

The 2022 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 14, 2020, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Sidewalk Improvements.

Cumberland Parkway/Cumberland Boulevard Transit Americans with Disabilities Act Improvements is an eligible project/program under the Sidewalk Component of the 2022 SPLOST Transportation Improvements (2022 Cobb SPLOST Renewal, pp. 1, 16). SPLOST funding for sidewalk improvements will provide construction of sidewalks and other pedestrian improvements, including pedestrian bridges, along roadways in the vicinity of schools, activity centers, multi-modal facilities, and other congested areas.

SPLOST Project Summary as of November 1, 2024: Cumberland Parkway/Cumberland Boulevard Transit ADA Improvements

Budget:	\$1,500,000.00	Expended:	\$0.00
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VOTE: **ADOPTED 5-0** (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

49. **To approve a contract with Glosson Enterprises, LLC for Busbee Drive/Busbee Parkway Transit Americans with Disabilities Act Sidewalk Improvements, Project No. B2752, Cobb DOT Contract No. 002338.**

Motion by Richardson, second by Gambrill, to **approve** a contract with Glosson Enterprises, LLC, in an amount not to exceed \$371,825.00, for Busbee Drive/Busbee Parkway Transit Americans with Disabilities Act Sidewalk Improvements, Project No. B2752, Cobb DOT Contract No. 002338; **authorize** the corresponding budget transaction; and **further authorize** the Chairwoman to execute the necessary documents.

Available in the 2022 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	348-050-B270-B270-8005-B2752-C	Preliminary Estimate	\$371,825.00
Transfer to:	348-050-B270-B270-8762-B2752-C	Turnkey Construction	\$371,825.00

The 2022 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 14, 2020, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Sidewalk Improvements.

Busbee Drive/Busbee Parkway Transit Americans with Disabilities Act Sidewalk Improvements is an eligible project/program under the Sidewalk Component of the 2022 SPLOST Transportation Improvements (2022 Cobb SPLOST Renewal, pp. 1, 16). SPLOST funding for sidewalk improvements will provide construction of sidewalks and other pedestrian improvements, including pedestrian bridges, along roadways in the vicinity of schools, activity centers, multi-modal facilities, and other congested areas.

SPLOST Project Summary as of November 1, 2024: Busbee Drive/Busbee Parkway Transit ADA Sidewalk Improvements

Budget:	\$501,000.00	Expended:	\$360.00
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VOTE: ADOPTED 5-0 *(Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes).*

50. **To approve a contract with NGT Group, LLC for Veterans Memorial Highway at Buckner Road Traffic Signal, Project No. B2575, Cobb DOT Contract No. 002237.**

Motion by Sheffield, second by Birrell, to **approve** a contract with NGT Group, LLC, in an amount not to exceed \$617,834.46, for Veterans Memorial Highway at Buckner Road Traffic Signal, Project No. B2575, Cobb DOT Contract No. 002237; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Available in the 2022 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	348-050-B250-B250-8005-B2575-C	Preliminary Estimate	\$599,000.00
	348-050-B250-B250-8005-B2575-R	Preliminary Estimate	\$ 18,834.46
Transfer to:	348-050-B250-B250-8762-B2575-C	Turnkey Construction	\$617,834.46

The 2022 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 14, 2020, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Traffic Management, Transportation Technology, and Planning.

Veterans Memorial Highway at Buckner Road Traffic Signal Installation is an eligible project/program under the Traffic Management, Transportation Technology, and Planning Component of the 2022 SPLOST Transportation Improvements (Cobb County 2022 SPLOST, pp. 1, 18). SPLOST funding for Traffic Management, Transportation Technology, and Planning will be used to replace and upgrade the county's traffic signal infrastructure, install traffic signals at locations that satisfy traffic signal warrant(s) as established in the current version of the *Manual on Uniform Traffic Control Devices*, optimize the operation of the traffic system, improve the county's transportation technology systems, and develop long/short-term planning strategies.

SPLOST Project Summary as of November 1, 2024: Veterans Memorial Highway at Buckner Road Traffic Signal

Budget:	\$705,585.00	Expended:	\$33,625.00
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VOTE: **ADOPTED 5-0** (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes.*)

51. **To approve the recommended ranking of the three most qualified firms for East-West Connector Corridor Improvements Scoping Study, Project No. AR19.**

Motion by Richardson, second by Sheffield, to **approve** the recommended ranking of the three most qualified firms for East-West Connector Corridor Improvements Scoping Study, Project No. AR19; and **authorize** negotiations for scope of services and fees beginning with the top-ranked firm, HNTB Corporation.

VOTE: **ADOPTED 5-0** (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

52. **To approve Project No. AR20-TO#3 to the 2022 Master Task Order Contract with RS&H, Inc., for completion of Cumberland Transit Center Site Selection Study, Cobb DOT Contract No. 002403.**

Motion by Richardson, second by Gambrill, to **approve** Project No. AR20-TO#3 to the 2022 Master Task Order Contract with RS&H, Inc., in an amount not to exceed \$498,289.66, for completion of Cumberland Transfer Center Site Selection Study, Cobb DOT Contract No. 002403; **authorize** the corresponding budget transaction; and **further authorize** the Chairwoman to execute the necessary documents.

Available in the American Rescue Plan Act Fund, with the following budget transfer:

Transfer from:	279-050-AR20-8721	Preliminary Estimate	\$498,289.66
Transfer to:	279-050-AR20-6322	Planning Services	\$498,289.66

VOTE: **ADOPTED 5-0** (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

53. **To approve Change Orders (final) to contracts for various completed projects in the 2016 SPLOST Transportation Improvements Program (TIP) Fund, 2022 SPLOST Transportation Improvements Program (TIP) Fund, and Water System Fund.**

Motion by Cupid, second by Richardson, to **approve** Change Orders (final) to contracts for various completed projects in the 2016 SPLOST Transportation Improvements Program Fund, 2022 SPLOST Transportation Improvements Program Fund, and Water System Fund, a total net savings to the projects in the amount of \$516,985.02; **authorize** the corresponding budget and accounting transactions; and **further authorize** the Chairwoman to execute the necessary documents.

A savings to the 2016 SPLOST TIP Fund, 2022 SPLOST TIP Fund, and Water System Fund, as follows, and as detailed in the attached list of budget and accounting transactions required:

Decrease

Expenditures:

Encumbered	347-050-X270-X270-8762-X2708-C	2016 SPLOST TIP Fund	\$134,654.18
	348-050-B220-B220-8762-Various Projects	2022 SPLOST TIP Fund	\$273,569.29
	510-500-5756-Various Projects	Water System Fund	<u>\$113,531.69</u>
		Total:	<u>\$521,755.16</u>

Increase

Expenditures:

Encumbered	510-500-5756-6496-W5100-C	Water System Fund	\$ 4,770.14
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Decrease

Expenditures:

Unencumbered	510-500-5756-Various Projects	Water System Fund	\$ 19,900.00
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VOTE: ADOPTED 5-0 *(Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes).*

54. To approve a contract with Federal EC, LLC for drainage system repairs on Terrell Mill Road, Project No. B22153, Cobb DOT Contract No. 002402.

Motion by Richardson, second by Gambrill, to **approve** a contract with Federal EC, LLC, in an amount not to exceed \$93,127.45, for drainage system repairs on Terrell Mill Road, Project No. B22153, Cobb DOT Contract No. 002402; **authorize** the corresponding budget transaction; and **further authorize** the Chairwoman to execute the necessary documents.

Available in the 2022 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	348-050-B220-B220-8005-B2201-A	Preliminary Estimate	\$93,127.45
Transfer to:	348-050-B220-B220-8762-B22153-C	Turnkey Construction	\$93,127.45

The 2022 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 14, 2020, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Drainage System.

Terrell Mill Road is an eligible project/program under the Drainage System Component of the 2022 SPLOST Transportation Improvements (2022 Cobb SPLOST Renewal, pp. 1, 14). SPLOST funding for drainage system improvements will provide for the repair and replacement of existing drainage facilities within the county right-of-way.

SPLOST Component Summary as of November 1, 2024: Drainage System

Budget:	\$22,753,789.35	Encumbered/Expended:	\$15,455,953.01
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VOTE: ADOPTED 5-0 (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

55. To approve a contract with Bartow Paving Company, Inc., for Old Stilesboro Road at County Line Road, Project No. B2301, Cobb DOT Contract No. 001971.

Motion by Gambrill, second by Richardson, to **approve** a contract with Bartow Paving Company, Inc., in an amount not to exceed \$2,171,913.93, for Old Stilesboro Road at County Line Road, Project No. B2301, Cobb DOT Contract No. 001971; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Available in the 2022 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	348-050-B230-B230-8005-B2301-C	Preliminary Estimate	\$1,849,712.00
	348-050-B230-B230-8005-B2301-A	Preliminary Estimate	\$ 62,191.02
Transfer to:	348-050-B230-B230-8762-B2301-C	Turnkey Construction	\$1,911,903.02

The 2022 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 14, 2020, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Operational & Safety Improvements.

Old Stilesboro Road at County Line Road is an eligible project/program under the Operational & Safety Improvements Component of the 2022 SPLOST Transportation Improvements (2022 Cobb SPLOST Renewal, pp. 1, 15). SPLOST funds will be used to make operational and safety improvements at intersections and corridors throughout the county.

SPLOST Project Summary as of November 1, 2024: Old Stilesboro Road at County Line Road

Budget:	\$2,414,000.00	Expended:	\$390,246.70
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Available in the Water System DOT Projects – Relocate Lines Adopted CIP Budget, with the following budget transfers:

Transfer from:	DOT Projects - Relocate Lines		
	510-500-5756-8005-W4069-Z	Preliminary Estimate	\$275,011.00
Transfer to:	CCDOT Old Stilesboro Road at County Line Road		
	510-500-5756-8260-W4486-C	Construction	\$260,010.91
	510-500-5756-8265-W4486-M	Materials and Supplies	\$ 10,000.00
	510-500-5756-8810-W4486-T	Contingency	<u>\$ 5,000.09</u>
		Total:	\$275,011.00

VOTE: ADOPTED 5-0 (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes.*)

56. **To adopt a resolution authorizing submission of a Georgia Transportation Infrastructure Bank grant application to the State Road and Tollway Authority to assist with construction of Bells Ferry Road over Noonday Creek, Project No. B2101.**

Motion by Richardson, second by Birrell, to **adopt** a resolution authorizing submission of a Georgia Transportation Infrastructure Bank grant application to the State Road and Tollway Authority to assist with construction of Bells Ferry Road over Noonday Creek, Project No. B2101; **authorize** payment of a grant application fee to the State Road and Tollway Authority, in the amount of \$250.00; and **further authorize** the Chairwoman, or her designee, to execute the necessary documents. A copy of said resolution is attached and made a part of these minutes.

Available in the 2022 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	348-050-B210-B210-6312-B2101-A	Consultant Services	\$250.00
Transfer to:	348-050-B210-B210-6362-B2101-A	Other Fees	\$250.00

The 2022 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 14, 2020, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Bridges and Culverts.

Bells Ferry Road over Noonday Creek is an eligible project/program under the Bridges and Culverts Component of the 2022 SPLOST Transportation Improvements (2022 Cobb SPLOST Renewal, pp. 1, 13). SPLOST funding for bridges and culverts will fund activities to repair, rehabilitate, and replace bridges and culvert structures.

SPLOST Project Summary as of November 1, 2024: Bells Ferry Road over Noonday Creek

Budget	\$2,605,504.00	Expended:	\$313,115.43
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VOTE: **ADOPTED 5-0** (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

Public Services Agency

PARKS

57. To authorize the allocation and transfer of approved FY2025 District 3 Contingency funding to the 2022 SPLOST Program in support of the Cobb Veterans Memorial Project.

Motion by Birrell, second by Sheffield, to **authorize** the allocation and transfer of approved FY2025 District 3 Capital Contingency, and General Contingency; to the 2022 SPLOST Program; in support of the Cobb Veterans Memorial Project; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Decrease Expenditure: 010-001-0123-8820	(D3 Contingency-Capital)	\$459,500.00
Decrease Expenditure: 010-001-0123-8820	(D3 Contingency-General)	\$ 40,500.00
Increase Expenditure: 010-001-0123-6594	(Interfund Expense)	\$500,000.00
Increase in Revenue: 348-105-B063-4960-B0632-C	(Interfund Revenue)	\$500,000.00
Increase Expenditure: 348-105-B063-8005-B0632-C	(Preliminary Estimates)	\$500,000.00

The 2022 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 14, 2020, provides for Public Services Community Impact Projects, and anticipated corresponding budget funding to address, inter alia, Veterans Memorial.

The construction of a county Veterans Memorial is a component of the 2022 SPLOST Program Fund (2022 Cobb SPLOST Renewal, pp. 7, 38).

SPLOST Project Summary as of November 1, 2024: Veterans Memorial

Budget:	\$2,500,000.00	Expended:	\$0.00
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VOTE: **ADOPTED 4-1**, Commissioner Gambrill opposed (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

58. To approve a contract with Capital Sports Construction, Inc. for Construction Services for the Conversion of Athletic Fields to Synthetic Turf at Wallace and Lost Mountain Parks under the 2022 PARKS SPLOST Program.

Motion by Gambrill, second by Sheffield, to **approve** a contract with Capital Sports Construction Inc. in an amount not to exceed \$2,469,000.00 for Construction Services for Conversion of Athletic Fields to Synthetic Turf at Wallace and Lost Mountain Parks under the 2022 PARKS SPLOST Program; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Funding is available in the 2022 PARKS SPLOST Program fund as follows:

348-105-B065-B0651-C-8024 (Synthetic Turf Conversion & Replacement) \$2,469,000.00

The 2022 SPLOST, adopted by the Board of Commissioners on July 14, 2020, provides for capital improvements, and anticipated corresponding budget funding to address, inter alia, PARKS Improvements.

Parks Synthetic Turf Conversion and Replacement is an eligible project under the 2022 PARKS SPLOST Program (Cobb County 2022 SPLOST, Page 29). Extended life cycle, safety and playability, decreased maintenance costs, and the local economic impacts of tournament play are all advantages of synthetic turf over traditional Bermuda grass fields.

Budget: \$7,480,000.00 Expended to Date: \$1,532,497.73

VOTE: ADOPTED 5-0 (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

59. To approve a Purchase Agreement with Superior Recreational Products to furnish and install shade structures at East Cobb Park, Terrell Mill Park Tennis Center, and Boots Ward Recreation Center (located in Lost Mountain Park), under the 2022 PARKS SPLOST Program.

Motion by Gambrill, second by Birrell, to **approve** a Purchase Agreement with Superior Recreational Products in an amount not to exceed \$65,214.04 for the installation of shade structures at East Cobb Park, Terrell Mill Park Tennis Center, and Boots Ward Recreation Center; **authorize** the corresponding budget transactions; and **further authorize** the Director of Procurement Services to execute the necessary documents.

Funding is available in the 2022 PARKS SPLOST funds as follows:

348-105-B065-B0656-M-6194	(Recreational Supplies)	\$32,167.04
348-105-B065-B0656-M-6577	(Freight & Shipping)	\$3,593.00
348-105-B065-B0656-M-6328	(Installation, Relocation or Removal Services)	\$29,454.00

SPLOST Project Summary as of November 1, 2024:

Park Amenities:

Budget:	\$500,000.00	Expended to Date:	\$122,496.04
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Building Renovations and Improvements:

Budget:	\$4,500,000.00	Expended to Date:	\$3,064,562.99
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The 2022 SPLOST, adopted by the Board of Commissioners on July 14, 2020, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, PARKS Improvements.

Park Building Renovations and Improvements and Park Amenities are eligible projects under the 2022 SPLOST (Cobb County 2022 SPLOST, Pages 28 and 31). Installation of the shade structures at East Cobb Park, Terrell Mill Park Tennis Center, and Boots Ward Recreation Center will provide much needed protection from weather for patrons of these heavily used facilities.

VOTE: ADOPTED 5-0 (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

60. **To approve Change Order No. 1 (Final) to the contract with CBA Sports for the Replacement of Wood Gymnasium Floors at three Recreation Centers, a project under the 2022 PARKS SPLOST Program.**

Motion by Richardson, second by Sheffield, to **approve** Change Order No. 1 (Final) to the contract with CBA Sports for the Replacement of Wood Gymnasium Floors at Three Recreation Centers under the 2022 PARKS SPLOST Program; representing a reduction in the contract amount of \$10,956.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

This reflects a savings to 2022 PARKS SPLOST Program funds as follows:

Decrease Encumbrance:

GAE 348-105-B065-B0653-C-8110 (Building Renovations and Improv.) \$10,956.00
34803262435

The 2022 SPLOST, adopted by the Board of Commissioners on July 14, 2022, provides for capital improvements, and anticipated corresponding budget funding to address, inter alia, PARKS Improvements.

Replacement of Gymnasium Floors is an eligible project under the 2022 SPLOST (Cobb County 2022 SPLOST, Page 28). The new floors are already providing an improved experience for the many patrons playing basketball, pickleball and many other forms of recreation at the Centers.

SPLOST Project Summary as of November 1, 2024 (Building Renovations and Improvements)

Budget:	\$4,500,000.00	Expended to Date:	\$3,064,562.99
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VOTE: ADOPTED 5-0 *(Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes).*

61. **To approve a Purchase Agreement with Ready Fitness, Inc. to furnish and install new Cardio/Fitness Equipment for the Osborne Area Recreation/Community Center (recently renamed the “Milford Recreation Center”) under the 2016 PARKS SPLOST Program.**

Motion by Sheffield, second by Birrell, to **approve** a Purchase Agreement for Ready Fitness Inc. in an amount not to exceed \$72,122.49 for the furnishing and installation of new Cardio/Fitness equipment for the Osborne Area Recreation/Community Center under the 2016 PARKS SPLOST Program; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

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

347-105-X063-X0630-C-6258	(Accountable Items)	\$57,235.00
347-105-X063-X0630-C-6194	(Recreational Supplies)	\$ 4,847.68
347-105-X063-X0630-C-6577	(Freight & Shipping)	\$ 6,525.89
347-105-X063-X0630-C-6328	(Installation Services)	\$ 3,513.92

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, Recreation and Cultural Affairs Improvements.

Construction of the new Osborne Area Recreation/Community Center is an eligible project under the 2016 PARKS SPLOST Program (Cobb County 2016 SPLOST, Page 31). The new facility will provide a public space that includes recreational and leisure programming, meeting and classroom space, and other elements that will serve the needs and desires of the surrounding community.

SPLOST Project Summary as of November 1, 2024 (Osborne Area Recreation/Community Center):

Osborne Recreation/Community Center:

Budget:	\$15,340,000.00	Expended to Date:	\$14,943,729.70
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VOTE: **ADOPTED 5-0** (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

62. **To approve a contract with Leatherwood, Inc. for the restoration of the Power-Jackson Cabin at Hyde Farm, under the 2011 PARKS SPLOST Program.**

Motion by Birrell, second by Sheffield, to **approve** a contract with Leatherwood, Inc. in an amount not to exceed \$354,000.00 for the restoration of the Power-Jackson Cabin at Hyde Farm under the 2011 PARKS SPLOST Program; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Funding is available in the 2011 PARKS SPLOST funds as follows:

345-105-E060-EP603-C-8110 (Hyde Farm Historical Building Restoration)	\$354,000.00
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SPLOST Project Summary as of December 2, 2024:

Hyde Farm Historical Building Restoration

Budget:	\$3,352,737.00	Expended to Date:	\$2,250,163.83
---------	----------------	-------------------	----------------

The 2011 SPLOST, adopted by the Board of Commissioners on December 14, 2010, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Parks, Recreation and Cultural Affairs Improvements.

Hyde Farm – Restore Historical Buildings is an eligible project under the 2011 SPLOST (Cobb County SPLOST Program Book, Page 7). The Power-Jackson Cabin is one of three known remaining Power Family cabins. Two of the cabins are already located on or adjacent to Hyde Farm. The Power-Jackson cabin is one of the oldest remaining structures in Cobb County. As a collaborative community effort, moving the cabin to and restoring the cabin at Hyde Farm honors the history of Cobb County by saving this valuable historic asset.

VOTE: ADOPTED 5-0 (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

Support Services Agency

Information Technology Services

63. **To authorize the Procurement Director to purchase outdoor wireless technology greater than \$100,000.00 for the Cobb County Broadband/Wi-Fi Enhancement and Expansion Program at Oregon Park, Harrison Park, and Lost Mountain Park, under provisions of a State of Georgia Contract and an OMNIA Partners Contract with Prosys Systems, Inc. (Prosys). This project is funded by ARPA.**

Motion by Gambrill, second by Birrell, to **authorize** the Procurement Director to purchase outdoor wireless materials for the Cobb County Broadband/Wi-Fi Enhancement and Expansion Program at Oregon Park, Harrison Park, and Lost Mountain Park under provisions of State of Georgia Department of Administrative Services Cisco Contract #99999-SPD-T20120501-0006, with Prosys Systems, Inc. in an amount not to exceed \$134,573.86 and under provisions of OMNIA Partners R200803 with Prosys Systems, Inc., in an amount not to exceed \$5,526.81 with a total amount not to exceed \$140,100.67; **authorize** the corresponding budget transactions; and **further authorize** the Procurement Director to execute the necessary.

Funding is available in the ARPA budget with the following transfer:

Transfer from:	279-499-CI05-8005	Preliminary Estimates	\$134,573.86
Transfer to:	279-499-CI05-6258	Accountable Equipment	\$134,573.86
Transfer from:	279-499-CI05-8005	Preliminary Estimates	\$ 5,526.81
Transfer to:	279-499-CI05-6258	Accountable Equipment	\$ 5,526.81

VOTE: ADOPTED 5-0 *(Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes).*

64. **To authorize the Procurement Director to purchase services greater than \$100,000.00 to implement the Cobb County Broadband/Wi-Fi Enhancement and Expansion Program at Oregon Park, Harrison Park, and Lost Mountain Park, under provisions of a GTA Direct Contract with NetPlanner Systems, Inc. (NetPlanner). This project is funded by ARPA**

Motion by Gambrill, second by Birrell, to **authorize** the Procurement Director to purchase services to implement the Cobb County Broadband/Wi-Fi Enhancement and Expansion Program Phase 2 at Oregon Park, Harrison Park, and Lost Mountain Park, under provisions of Georgia Technology Authority Contract Number 98000-GTA Direct-Contract-4666-NPS with NetPlanner Systems, Inc., in an amount not to exceed \$243,077.80; **authorize** the corresponding budget transactions; and **further authorize** the Procurement Director to execute the necessary documents.

Funding is available in the ARPA budget with the following transfer:

Transfer from:	279-499-CI05-8005	Preliminary Estimates	\$243,077.80
Transfer to:	279-499-CI05-6326	Professional Services	\$243,077.80

VOTE: **ADOPTED 5-0** (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

Property Management

65. **To approve a contract with LAZ Parking for the management and operation of two parking decks at 115 Waddell Street and 191 Lawrence Street.**

Motion by Richardson, second by Gambrill, to **approve** a contract with LAZ Parking for management and operation of the parking decks located at 115 Waddell Street and 191 Lawrence Street, Marietta; and **authorize** the Chairwoman to execute the necessary documents.

Funding for this continuing agreement is available in the Property Management FY25 operating budget.

VOTE: **ADOPTED 5-0** (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

MOTION TO ADD NON-AGENDA ITEM

Motion by Cupid, second by Richardson, to **approve** the addition of the following item to be added to the end of the appointments tab.

- *To approve the appointment of Leilani Plendl to the Board of Ethics.*

VOTE: **ADOPTED 5-0** (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

APPOINTMENTS

66. To approve the reappointment of Peggy Holbrook to the Public Library Board.

Motion by Gambrill, second by Richardson, to **approve** the reappointment of Peggy Holbrook to the Public Library Board for a three-year term to expire on December 31, 2027.

VOTE: **ADOPTED 5-0** (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

67. To announce the reappointment of C.B. Fair to the Airport Advisory Board.

Commissioner Gambrill **announced** the reappointment of C.B. Fair to the Airport Advisory Board for a two-year term to expire on December 31, 2026.

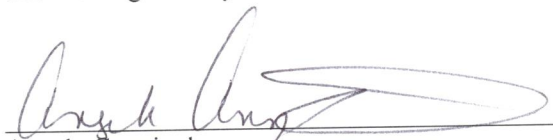
68. To approve the reappointment of Leilani Plendl to the Board of Ethics.

Motion by Cupid, second by Richardson, to **approve** the reappointment of Leilani Plendl to the Board of Ethics for a four-year term to expire on December 31, 2028.

VOTE: **ADOPTED 5-0** (*Statements of Commissioner Birrell and Commissioner Gambrill are attached and made a part of these minutes*).

ADJOURNMENT

The meeting was adjourned at 11:47 a.m.



Angela Cunningham
Deputy County Clerk
Cobb County Board of Commissioners

Commissioner Birrell's statement

Considering the Supreme Court's ruling in January regarding Standing on the Home Rule issue, my position regarding the home rule challenge still stands.

I do not support the Home Rule Challenge of the majority of this board. It is unconstitutional and illegal. I voted against the amended map three times in 2022 (1/25/22, 10/11/22 and 10/25/22).

I have a duty to represent my constituents and will not have my vote suppressed as I was duly elected on November 8, 2022 under the state map (HB 1154) voted on by the Georgia General Assembly in February 2022, signed into law by Governor Kemp on March 2, 2022, and certified by the Cobb Board of Elections on November 15, 2022.

In addition, I do support the Order on Cross Motions for Summary Judgement (Civil Action File No. 23-1-02428-56) from Judge Ann B. Harris in the Superior Court of Cobb County dated January 8, 2024, which finds the County's Amendment to Act 562 (the "Amendment or Amended Act") is an act excluded from the County's Home Rule authority granted in the Georgia Constitution, and therefore is void.

Although the Supreme Court of Georgia only ruled on standing and did not rule on the merits of the case, I concur with Justice Bethel's remarks regarding Home Rule authority. With respect to Judge Hill's order dated 7/25/24, I also support her order and do not support the county's request to intervene or request for reconsideration of her decision regarding the Alicia Adams v. Cobb Board of Elections case. I did not support the majority of this Board regarding the Home Rule challenge from the very beginning. It has gone on for the past 2 years at taxpayers' expense and should never have been done to begin with. We all took an oath to uphold the Constitution of the United States, the State of Georgia, and Cobb County.

Follow the Law.

Commissioner Gambrell Statement

While the County responded on October 3, 2024 to many allegations made in the recent legal challenge filed in Superior Court on September 18, 2024 – no mention was made that these allegations were irrelevant to the action taken by the Board to provide notice that a Commissioner did not meet the qualifications per Sec. 2-23(b) of our local Enabling Legislation.

The Agenda Item #46 for August 25 and September 10, 2024 were only to deem the office vacant and were not included in the County's response. Yet the complaint states the Board voted to fill the vacancy. This is a false statement, as the Agenda's Recommendations clearly stated: "The Board of Commissioners approves notice to the District 2 Commissioner that the office is deemed vacant per Part II, Sec. 2-23(b), Official Code of Cobb County, Georgia; and authorizes the Chairwoman to execute notice pursuant to OCGA 45-5-1 and any other necessary documents for said purpose."

Upon careful review of 45-5-1 it is two pronged. (a) addresses vacated offices and (b) state the decision of the officer or body to fill the vacancy or call an election to fill the vacancy shall be subject to an appeal to the superior court. The Board of Commissioners did not approve to fill the vacancy nor did we call for an election. Therefore, the complaint should be dismissed.

The county provided no equitable estoppel argument advanced as a result of the actions by the Board of Commissioners in moving forward with an ultra vires passage of the Home Rule Map.

The Home Rule Board action was precipitated by an illegal action through the act of three Commissioners to confect and move forward with a scheme which was illegal in inception and act which Commissioners now claim their term should extend beyond December 31, 2024.

This response coupled with the County Attorney's Office unwillingness to rescind the Home Rule Resolution votes of Oct. 11th and 25th, 2022 raises continued questions as the representation and advice provided to me as your commissioner and representative in matters pertaining to Home Rule.

The County regularly uses outside counsel to represent the interest of the County in matters as simple as motor vehicle accidents. I respectfully request that the Cobb County Attorney's Office be removed from this legal action and outside counsel represent the County in all matters pertaining to Home Rule going forward.



COBB COUNTY
BOARD OF COMMISSIONERS

100 Cherokee Street, Suite 300
Marietta, Georgia 30090-7000
770.528.3305 • fax: 770.528.2606

Lisa Cupid
Chairwoman

CERTIFIED MAIL
7020 0090 0000 6545 4363

November 12, 2024

The Honorable Al Thurman
Mayor
City of Powder Springs
P.O. Box 46
Powder Springs, Georgia 30127

Re: Petition for Annexation –19th District, Land Lot 1019 Parcel 030; Westside of Austell Powder Springs Road north of Smith Drive, Cobb County, Georgia; Notice of Non-Objection

Dear Mayor Thurman:

We are in receipt of the above-referenced annexation request. Please accept this response to the annexation proposal for the tract of land on the west side of Austell Powder Springs Road north of Smith Drive. The City of Powder Springs has petitioned to annex .050 acres by the 100% method. There are no county buildings or facilities on the property the subject property has the required contiguity with the existing Powder Springs boundary for annexation.

The Cobb County Future Land Use Plan designates this area as a Community Activity Center (CAC). The PUD-R zoning district proposed appears to be a recently added zoning district for the City of Powder Springs and is not listed in Exhibit "A" in our HB 489 Intergovernmental Agreement.

This property is undeveloped with powerlines traversing through the property. The applicant proposes incorporating this parcel with the subdivision that has been previously approved by Powder Springs City Council. Once incorporated, the new subdivision will have 104 single family lots. Cobb County does not object to the pending request due to the inclusion of this parcel into a previously approved subdivision to provide more open and recreational space for residents.

In summary, please accept this letter as the County's formal **notice of non-objection** to the proposed annexation. Please see the attached comments from Cobb County departments. If you have questions or need any additional information, please get in touch with Donald Wells, Intergovernmental Coordinator at 770-528-2199.

Equal Opportunity Employer

Cobb County...Expect the Best!
www.cobbcounty.org

Reference No.

24

Re: Petition for Annexation –19th District, Land Lot 1019 Parcel 030; Westside of Austell Powder Springs Road north of Smith Drive, Cobb County, Georgia; Notice of Non-Objection

Sincerely,

Lisa Cupid, Chairwoman

cc: Jackie McMorris, County Manager – Via Email
Jimmy Gisi, Deputy County Manager – Via Email
H. William Rowling, Jr., County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney, Via Email
Jessica Guinn, AICP Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Pam Conner, City Manager, City of Powder Springs– Via Email
Tina Garver, AICP, Director of Community Development, City of Powder Springs– Via Email
Shaun Myers, Planning and Zoning Manager, City of Powder Springs– Via Email

Re: Petition for Annexation –19th District, Land Lot 1019 Parcel 030; Westside of Austell Powder Springs Road north of Smith Drive, Cobb County, Georgia; Notice of Non-Objection

[signature page continued]

Sincerely,

Keli A. Gambrell

Keli Gambrell, District 1 Commissioner

cc: Jackie McMorris, County Manager – Via Email
Jimmy Gisi, Deputy County Manager – Via Email
H. William Rowling, Jr., County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney, Via Email
Jessica Guinn, AICP Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Pam Conner, City Manager, City of Powder Springs– Via Email
Tina Garver, AICP, Director of Community Development, City of Powder Springs– Via Email
Shaun Myers, Planning and Zoning Manager, City of Powder Springs– Via Email

Re: Petition for Annexation –19th District, Land Lot 1019 Parcel 030; Westside of Austell Powder Springs Road north of Smith Drive, Cobb County, Georgia; Notice of Non-Objection

[signature page continued]

Sincerely,

Jerica Richardson, District 2 Commissioner

cc: Jackie McMorris, County Manager – Via Email
Jimmy Gisi, Deputy County Manager – Via Email
H. William Rowling, Jr., County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney, Via Email
Jessica Guinn, AICP Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Pam Conner, City Manager, City of Powder Springs– Via Email
Tina Garver, AICP, Director of Community Development, City of Powder Springs– Via Email
Shaun Myers, Planning and Zoning Manager, City of Powder Springs– Via Email

Re: Petition for Annexation –19th District, Land Lot 1019 Parcel 030; Westside of Austell Powder Springs Road north of Smith Drive, Cobb County, Georgia; Notice of Non-Objection

[signature page continued]

Sincerely,



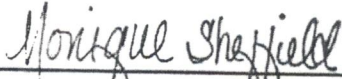
JoAnn K. Birrell, District 3 Commissioner

cc: Jackie McMorris, County Manager – Via Email
Jimmy Gisi, Deputy County Manager – Via Email
H. William Rowling, Jr., County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney, Via Email
Jessica Guinn, AICP Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Pam Conner, City Manager, City of Powder Springs– Via Email
Tina Garver, AICP, Director of Community Development, City of Powder Springs– Via Email
Shaun Myers, Planning and Zoning Manager, City of Powder Springs– Via Email

Re: Petition for Annexation –19th District, Land Lot 1019 Parcel 030; Westside of Austell Powder Springs Road north of Smith Drive, Cobb County, Georgia; Notice of Non-Objection

[signature page continued]

Sincerely,



Monique Sheffield, District 4 Commissioner

cc: Jackie McMorris, County Manager – Via Email
Jimmy Gisi, Deputy County Manager – Via Email
H. William Rowling, Jr., County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney, Via Email
Jessica Guinn, AICP Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Pam Conner, City Manager, City of Powder Springs– Via Email
Tina Garver, AICP, Director of Community Development, City of Powder Springs– Via Email
Shaun Myers, Planning and Zoning Manager, City of Powder Springs– Via Email

County Staff Comments and Recommendations

**Austell Powder Springs Rd north of Smith Drive
City of Powder Springs**

Water System- Wilson Collins

Water service for the proposed annexed properties is provided by the existing CCWS water mains in Austell Powder Springs Road.

Wastewater for the parcel is treated at the South Cobb WRF where there currently is sufficient capacity. Permit issuances are subject to continued WRF compliance with EPD discharge requirements.

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

Planning- Historic Preservation-Mandy Elliott

No comments.

Cobb County Fire Marshal's Office-Rock Toler

The Fire Department does not object to the annexation.

GIS- Brad Gordon

No objections from a GIS or addressing perspective.

Site Plan Review- David Griffin

No comments.

County Staff Comments and Recommendations

**Austell Powder Springs Rd north of Smith Drive
City of Powder Springs**

Cobb DOT-James Washington

Show a 10' no access easement along the Austell-Powder Springs Road property frontage, except for the subdivision entrances.

Label proposed right-of-way dedication along Austell-Powder Springs Road on the site plan.

Show entire intersection at Austell-Powder Springs Road and Smith Drive on the site plan.

All internal roadways shall be dedicated and maintained by the City of Powder Springs.

Cemetery Preservation Committee- Helga Hong

No comment.

Code Enforcement- Brent Farrell

No Code Enforcement history at this location.

**ACCG - INTERLOCAL RISK MANAGEMENT (ACCG-IRMA)
FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT**

Employers eligible to participate in ACCG-IRMA (hereinafter a "Participating Employer" or "Employer") shall complete this Application and Participation Agreement in order to purchase First Responder PTSD coverage fully insured by MetLife under the ACCG-IRMA First Responder PTSD Fund Master Policy for a Lump Sum PTSD Diagnosis Benefit, a PTSD Disability (Income Replacement) Benefit, or a Combined Lump Sum PTSD Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit. Once approved by ACCG-IRMA's Program Administrator, the Participating Employer will receive a one-page Summary of Benefits identifying the purchased coverage(s) (the "First Responder PTSD Policy") and a link to the Policy Certificate for the purchased coverage(s), so it may make these available to their First Responders.

Who Does What?

- ACCG-IRMA is the Policyholder of a First Responder PTSD Policy insured by MetLife, which provides a Lump Sum Benefit and a Disability (Income Replacement) Benefit. These coverages together are designed to meet the requirements of the Ashley Wilson Act (the "Act"), effective January 1, 2025.
- Association County Commissioners of Georgia ("ACCG") is the Program Administrator for ACCG-IRMA. ACCG uses information from the First Responder census data provided by the Participating Employer to bill for the premiums due under the First Responder PTSD Policy and maintains (either directly or through the broker for the First Responder PTSD Policy) Participating Employers' Application and Participation Agreements.
- Participating Employers are responsible for providing census data to ACCG-IRMA's broker that identifies all First Responders (as defined below) performing first responder services for them, classifying the First Responders by statutory definition and as employed or volunteer, and identifying those First Responders who are First Responders for another Public Entity.
- Participating Employers are responsible for submitting complete and accurate census data and paying premiums to ACCG-IRMA, communicating with First Responders about the coverages the Employer provides, providing the Summary of Benefits and link to the applicable Certificate to First Responders, and providing all requested information and documentation requested by ACCG-IRMA's broker to ensure the census is current.
- Participating Employers are responsible for designating an authorized member of human resources staff to receive inquiries from MetLife related to work requirements or work status for disability claims and provide all information requested by MetLife for that purpose.
- To comply with the confidentiality provisions of the Act, ACCG and ACCG-IRMA's broker will not inform Participating Employers whether a First Responder has submitted a claim for benefits or received any such benefits.
- Participating Employers are responsible for ensuring that any information in their possession related to claims, and any other information that would reasonably identify an individual as having been diagnosed with PTSD, is used only in accordance with applicable laws and is kept confidential in the same way as mental health information related to an employer sponsored major medical plan or employee assistance program.
- Participating Employers are prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits under the Act.
- MetLife evaluates claims and pays approved claims under the First Responder PTSD Policy. All claims for benefits must be submitted to MetLife.
- First Responders do not need to inform the Participating Employer that they are making a claim.
- Neither ACCG-IRMA nor ACCG have any role in claim determination or payment.

Definition of First Responder. A First Responder for the Participating Employer is an individual who meets one or more of the following definitions as a result of services he or she performs for the Participating Employer as an employee or volunteer:

- (A) 'Communications officer' as defined in Code Section 37-12-1;
- (B) 'Correctional officer' as defined in Code Section 45-1-8;
- (C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;
- (D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;
- (E) 'Firefighter' as defined in Code Section 25-4-2;
- (F) 'Highway emergency response operator' as defined in Code Section 45-1-8;
- (G) 'Jail officer' as defined in Code Section 45-1-8;
- (H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;
- (I) 'Peace officer' as defined in Code Section 35-8-2;
- (J) 'Probation officer' as defined in Code Section 45-1-8; and
- (K) Law enforcement officer with the Department of Natural Resources.

Employer Obligations:

- Employer shall not require any kind of contribution from First Responders for the coverage(s) provided under the First Responder PTSD Policy.
- Employer is solely responsible for identifying all First Responders (as defined above). Any questions about First Responder status should be resolved by contacting legal counsel.
- Employer shall submit initial First Responder census data to the ACCG-IRMA broker in the form requested, and must update this census data as requested in order to ensure that all First Responders are properly identified and classified.
- The Employer's cost for coverage under the First Responder PTSD Policy will be based on the most recent census data at the time of billing.
- Employer shall provide the Summary of Benefits and a link to the applicable Certificate to all First Responders at no charge, and shall provide a copy of the applicable Policy to First Responders upon request.
- If the Policy is terminated for any reason, Employer shall provide notification of termination to all First Responders.
- Whenever requested to do so by MetLife or ACCG, Employer shall provide MetLife or ACCG the information requested.

Benefits Exempt from Income Tax:

- MetLife has determined that benefits it will pay under the policy are not subject to state or federal income taxation. Accordingly, MetLife will not report benefits to the IRS or withhold any amounts from benefit payments.
- MetLife will advise benefit recipients that benefits are not subject to federal or state income tax, so MetLife will not withhold taxes or provide a 1099 or W-2 or report benefit payments to the IRS. MetLife will remind benefit recipients that the benefits may offset other benefits received by the recipient or have other tax consequences and encourage them to consult their tax advisor for guidance.
- MetLife will provide a summary of benefits to the benefits recipient upon request.
- Legal counsel to ACCG-IRMA has advised ACCG-IRMA of the following:
 - The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
 - Benefits payable under the policy to First Responders (as defined in the statute) are not subject to federal income tax because the Ashley Wilson Act is a statute in the nature of a

workers' compensation act under Treas. Reg. Section 1.104-1(b) and the MetLife policy bases benefits solely on diagnosis of work-related injuries or sickness as described in the Act.

- Participating Employers have no tax obligations arising from payment of benefits to their First Responders.
- A copy of the opinion letter is available upon request.

Information Privacy and Security:

- See the attached PTSD Privacy Notice, which will be posted on the website where policy information is published. This Notice explains the privacy requirements of the Ashley Wilson Act and how individually identifiable information is used and shared.
- As a critical illness and disability policy, the PTSD Program is not subject to the federal information privacy and security law that applies to group health plans (HIPAA). However, ACCG, the ACCG-IRMA broker, and MetLife protect individually identifiable information and use and share it only in accordance with the privacy provisions of the Ashley Wilson Act and any other applicable privacy laws.
- Participating Employers will provide census data to ACCG-IRMA's broker using a secure portal established by the broker.

Desired Coverage (See Attached Proposal for Estimated Annual Premiums):

Participating Employer is applying for and agreeing to purchase the First Responder PTSD Combined Lump Sum Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit unless the following option is checked.

_____ First Responder Lump Sum PTSD Diagnosis Benefit Only* (*Alone, this coverage does NOT meet the requirements of the Ashley Wilson Act. Leave BLANK if you want the full coverage.*)

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Program Administrator. Coverage may be terminated in accordance with the ACCG-IRMA Bylaws regarding termination of membership in an ACCG-IRMA Fund.

On behalf of Cobb _____ [Name of Participating Employer],
_____ County, Georgia, this Application and Participation Agreement and
agree to its terms.

Signature:

Print Name:

Lisa N. Cupid



Date:

12/16/24

Title:

Chairwoman

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

12/10/24

Privacy Notice for Georgia First Responders PTSD Program

This Privacy Notice describes the individually identifiable information about First Responders that Program Administrators of the Georgia First Responders PTSD Program collect and how it is used and shared.

PROGRAM ADMINISTRATORS: Certain employees of Georgia Municipal Association ("GMA") and Association County Commissioners of Georgia ("ACCG") provide administrative services for the PTSD Program. The Southeastern Series of Lockton Companies, Inc. serves as broker for the MetLife insurance policy that is offered through the PTSD Program. GMA, ACCG, and Lockton are all Program Administrators of the PTSD Program.

PRIVACY OBLIGATIONS UNDER ASHLEY WILSON ACT: The Ashley Wilson Act contains privacy requirements for information that "could reasonably be used to identify individuals making claims or who have made claims or who have received benefits." These privacy requirements were included because federal privacy law (HIPAA) does not apply to the Program. Program Administrators and MetLife treat this information as "sensitive mental health information" and only use and share the information to operate the Program, prepare aggregated reports, comply with the law, or as authorized by the First Responder.

Communications between First Responders (or their representatives) and Program Administrators or MetLife are confidential and privileged.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

- First Responders submit their claims for benefits directly to MetLife and do not need to inform the Employer.
- MetLife will not inform Program Administrators of claims or benefits without the First Responder's express authorization.
- MetLife and Program Administrators will never tell Employers whether a First Responder has made a claim for or received a lump sum benefit (without express authorization).
- For the disability benefit, MetLife will only communicate with a human resources contact at the Employer about work requirements and work status, which will indicate that the First Responder has submitted a claim for disability benefits.
- Due to the nature of the Program, MetLife does not need to and will not provide any reports of benefits to the IRS or the Employer.
- If an Employer learns of a claim or benefits from the First Responder or otherwise,

the Employer is prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.

- Employers are required to treat any information they may learn about claims or benefits confidentially as they would treat mental health information associated with a group health plan or employee assistance program.
- Employers are required to designate an employee who is authorized to securely submit eligibility information about First Responders to the Program Administrators' eligibility portal. This information identifies which employees and volunteers meet the definition of First Responder and does not contain any information about claims or benefits.

PROTECTED INDIVIDUALLY IDENTIFIABLE INFORMATION MAINTAINED BY PROGRAM ADMINISTRATORS; USE AND SHARING

Eligibility Data: A designated representative of each Employer that offers the Program securely submits the following information to the eligibility portal twice a year: **first and last name, social security number, date of birth, type of First Responder (by statutory definition), and employed or volunteer status.** This information is used to ensure proper billing of premiums and is securely shared with MetLife to enable MetLife to validate identity and determine eligibility for benefits when First Responders submit claims. To comply with the Act's privacy requirements, MetLife will NOT check with the Employer to determine eligibility when a claim is made.

Information Provided by First Responder: If a First Responder contacts a Program Administrator with questions about the Program, the Program Administrator may collect individually identifiable information necessary to answer the questions or direct the First Responder to the right resource and otherwise communicate with the First Responder. This information may include name, phone number, email, employer, employment status, and other information shared by the First Responder. This information is used to answer the questions and may be shared with other Program Administrators or MetLife as appropriate for answering the question and for customer service purposes.

Information About First Responder Claims or Receipt of Benefits: Program Administrators do not have access to information about whether a First Responder has submitted a claim for benefits or has received benefits unless the First Responder shares that information with the Program Administrator(s). MetLife is prohibited from sharing individually identifiable information about claims and benefits with the Program Administrators without an express written authorization from the First Responder. However, Program Administrators may learn about claims or benefits from a First Responder or someone acting on behalf of the First Responder. Program Administrators may share this information with other Program Administrators and MetLife as they deem appropriate for the operation of the Program.

Reports that Do Not Include Direct Identifiers: Program Administrators may request reports from MetLife that show use of benefits for purposes of evaluating the Program. These reports will not contain names or other direct identifiers. However, the reports may contain information (such as type of First Responder and geographic location of employer) that could be used with other information to identify individuals. These reports will be used as the Program Administrators deem appropriate for the operation of the Program and may be shared among the Program Administrators and with MetLife. Reports that could reasonably be used to identify an individual shall not be shared except as required by law.

PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

The Program Administrators and MetLife have privacy and information security policies and procedures and safeguards designed to ensure that individually identifiable information is protected from unauthorized access, misuse, and destruction. These controls are designed to meet a variety of applicable laws. For more information about MetLife's privacy practices, refer to the MetLife Privacy Notice posted on <https://www.gfi.ptsdinsurance.com/>.

RESOLUTION AUTHORIZING MEMBERSHIP IN THE ACCG - INTERLOCAL RISK MANAGEMENT AGENCY

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia authorizes counties and other political subdivisions to contract with each other for activities which the contracting parties are authorized by law to undertake; and,

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes counties to execute intergovernmental contracts to form, and become members of, an interlocal risk management agency for the purpose of sharing the risks of accident, disability, supplemental medical, general liability, motor vehicle liability, property damage, or any combination of such risks with those of other counties; and,

WHEREAS, counties within Georgia have found it increasingly difficult to obtain commercial insurance protection, and have found the costs of such protection often exceed the ability of a county to pay; and,

WHEREAS, counties in Georgia need a stable method for managing their risks to avoid the unpredictable and cyclical nature of the commercial insurance market; and,

WHEREAS, many Georgia counties do not have sufficient resources to self-insure their risks on an individual basis; and,

WHEREAS, through the Association County Commissioners of Georgia, Georgia counties have created an intergovernmental risk management agency so that the Georgia counties may insure and/or self-insure their risks; and,

WHEREAS, the County of Cobb is desirous of becoming a member of the Association County Commissioners of Georgia - Interlocal Risk Management Agency (hereafter referred to as ACCG - IRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and,

WHEREAS, the governing authority of the County of Cobb has reviewed the intergovernmental contract and the bylaws of ACCG-IRMA and find that the goals of ACCG-IRMA and the obligations imposed upon this county are in accordance with the philosophy and public policy objectives of this community; and,

WHEREAS, the governing authority of the County of Cobb
finds that it is in the best interest of its citizens to become a member of
ACCG-IRMA,

NOW THEREFORE, BE IT RESOLVED by the governing authority of the
County of Cobb, Georgia:

SECTION 1

The governing authority of the County of Cobb hereby
authorizes the County to become a member of ACCG-IRMA and a participant in
the following ACCG-IRMA Funds (*check all that apply*):

 Property and Liability Fund

Supplemental Medical, Accident, and Disability Fund(s):

 Firefighters' Cancer Benefit Fund

 x First Responder PTSD Fund

SECTION 2

The BOC Chair of the County
(Insert Title of Chief Executive Officer)
of Cobb is authorized to execute on behalf of the
County the intergovernmental contract to become a member of ACCG-IRMA.
Copies of the intergovernmental contract and the bylaws of ACCG-IRMA are
attached to and made a part of this resolution as Appendix 1.

SECTION 3

The powers of ACCG-IRMA, unless the intergovernmental contract and ACCG-
IRMA bylaws are amended, shall be limited to those authorized by Chapter 85
of Title 36 of the Official Code of Georgia Annotated, and the related Rules and
Regulations of the Commissioner of Insurance of the State of Georgia.

SECTION 4

The continuing operations of ACCG-IRMA and the obligation of the County to fully participate in such operations shall be effectuated in accordance with the intergovernmental contract and ACCG-IRMA bylaws.

SECTION 5

The _____ County Manager _____ is designated as the County's
(Insert Title of Designated Person)
representative to ACCG-IRMA. The County may change its representative by informing ACCG-IRMA of the change in writing.

SECTION 6

This resolution shall be effective upon its passage and approval.

Adopted this _____ 10th _____ day of December _____

Chairwoman or Sole Commissioner
County of _____ Cobb



ATTEST:

Clerk of the County of _____ Cobb
(Imprint County Seal)

Intergovernmental Contract

This agreement is made and entered into this 1st day of January, 2025, by and between the counties who are now or may hereafter become Members of the Association County Commissioners of Georgia - Interlocal Risk Management Agency (hereafter referred to as ACCG - IRMA) for the purpose of creating one or more group self-insurance funds for the management of liability and property damage risks of the Member counties.

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes Georgia counties to form interlocal risk management agencies; and,

WHEREAS, certain counties which are signatories to this contract desire to form such an interlocal risk management agency pursuant to such statute and the rules and regulations of the Commissioner of Insurance of the State of Georgia.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants, promises and obligations contained herein, which were given to and accepted by each county becoming a party to this agreement, the parties agree as follows:

PARAGRAPH 1

Establishment of the Association County Commissioners of Georgia - Interlocal Risk Management Agency

Section 1.1

Association County Commissioners of Georgia - Interlocal Risk Management Agency Created.

A county interlocal risk management agency to function as an unincorporated non-profit instrumentality of its Member counties in the manner expressed herein is created. The purpose of this agreement is to jointly exercise powers common to each participating county:

- to establish and administer a risk management service;
- to prevent or lessen the incidence and severity of casualty and property losses occurring in the operation of county government; and

- to defend and protect, in accordance with this contract and related coverage descriptions, any Member of ACCG - IRMA against liability or loss as stated in such documents. The activities of ACCG - IRMA shall not constitute conduct of an insurance business.

Section 1.2

Preliminary Operations

When two or more counties shall have executed this agreement, the Board of Trustees, as designated in Paragraph 3 of this agreement, shall direct the affairs of ACCG - IRMA. The Executive Director of the Association County Commissioners of Georgia shall be appointed as Manager. The Manager may recommend to the Board of Trustees the appointment of necessary Service Companies, attorneys and agents for operation of ACCG - IRMA. Any county, as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, shall be eligible to apply for membership in ACCG - IRMA.

PARAGRAPH 2

Definitions

Section 2.1

Definitions

In the interpretation of this agreement the following definitions shall apply unless the context requires otherwise:

- (1) "Manager" shall mean the person or agency designated to supervise the administration of ACCG - IRMA and to perform such duties and exercise such powers as shall be specifically designated by the Board.
- (2) "ACCG - IRMA" shall mean the Association County Commissioners of Georgia - Interlocal Risk Management Agency.
- (3) "Board" shall mean the Board of Trustees of ACCG - IRMA.
- (4) "Coverage Description or Description" shall mean the written explanation of general liability, motor vehicle liability, property damage and other claims for which Members are jointly self-insured through a Fund or Funds.

- (5) "Group Self-Insurance Fund or Fund" shall have the same meaning as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended.
- (6) "Member" shall mean a county as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended, participating in ACCG - IRMA in conformity with this contract.
- (7) "Service Company" shall mean a person or agency designated to perform claim settlement services, to make a determination of risk factors of Members and applicants for membership, to acquire necessary excess insurance and reinsurance proposals, and to perform other functions in the day to day operation of ACCG - IRMA as directed by the Board or Manager.

PARAGRAPH 3

Board of Trustees

Section 3.1

Initial Board Qualifications

The initial Board shall take office when this agreement shall become effective in accordance with Paragraph I hereof. The initial trustees and their terms of office shall be as specified in the bylaws of ACCG - IRMA.

Section 3.2

Subsequent Board Members

The Board of ACCG - IRMA shall be those persons selected in accordance with the bylaws of ACCG - IRMA.

Section 3.3

Meetings

All meetings of the Board shall be held and conducted in accordance with the bylaws adopted by the Board.

Section 3.4

Liability of Trustees, Officers, or Agents

Trustees, Officers, and agents of ACCG - IRMA shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties. They shall not be liable for any mistakes of judgment or other action made, taken or admitted by them in good faith, nor for any action taken or admitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through investment of funds or failure to invest. No trustee shall be liable for any action taken or admitted by any other trustee. No trustee shall be required to give a bond or other security to guarantee the faithful performance of the duties hereunder except as may be required by the rules and regulations of the Georgia Commissioner of Insurance. ACCG - IRMA shall defend and hold harmless any officer or agent for actions taken by trustees or performed by the officers, agents or employees within the scope of their authority for ACCG - IRMA. ACCG - IRMA may purchase insurance providing such coverage for trustees, officers, agents or employees.

PARAGRAPH 4

Board Powers and Duties

The Board, in addition to other powers and duties conferred or imposed on it by law, is authorized in the name of ACCG - IRMA to exercise the powers enumerated in Article VII of the bylaws and do all the acts necessary or incidental in performing and accomplishing the purposes set forth in this agreement and in the bylaws of the ACCG - IRMA.

PARAGRAPH 5

Membership

Section 5.1

Membership

The initial membership of ACCG - IRMA shall consist of those counties who have executed this agreement, or its counterpart, by the duly constituted chief executive officer acting upon the resolutions of the governing authorities of the counties and which have paid the prescribed contributions pursuant to the provisions of this agreement. Initial and additional Members may be admitted upon approval of the Manager in accordance with policies established by the

Board, upon their execution of this agreement, or its counterpart, and by payment of prescribed contributions. Every Member agrees to the admission of additional Members in accordance with the provisions of this paragraph.

Section 5.2

Member Representatives

Each Member shall designate a representative to ACCG - IRMA by action of its governing body. The representative shall be responsible to the Member for implementation of all loss control measures and for execution of the duties imposed on the Members by this agreement and the bylaws established hereunder.

Section 5.3

Withdrawal

- (1) Each Member shall continue its membership for a minimum period of two complete ACCG - IRMA fiscal years following its admission to ACCG - IRMA or, in the case of initial Members, from the date of activation of ACCG - IRMA. Effective upon the conclusion of such period, or effective at the end of any subsequent fiscal year, a Member may withdraw on ninety days advance written notice to ACCG - IRMA. A Member withdrawing shall have no right to the reserves on any claims maintained by ACCG - IRMA in the operation of a Group Self-Insurance Fund. ACCG - IRMA shall continue servicing of any covered claim of the Member after the withdrawal of the Member.
- (2) At the conclusion of a Member's second full fiscal year membership, all membership shall be on a year-to-year basis. Effective at the end of any fiscal year, ACCG - IRMA may, on ninety days advance notice to a Member, determine not to renew a Member's membership in ACCG - IRMA or the Member's participation in any Fund.
- (3) Any Member failing to make payments required by Paragraph 6 of this agreement when due shall, upon proper notice, be immediately suspended from membership and the Member's coverage under any Fund and benefits hereunder shall immediately cease. If the Member shall subsequently submit the delinquent payment along with such penalties or interest that may be established by the Board, the Manager may reinstitute each membership in accordance with Board policy.

- (4) Terminated Members shall remain liable for assessments for any fiscal year in which they were Members; provided, however, that Members involuntarily terminated for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a Fund or to otherwise discharge its obligations to a Fund or to ACCG - IRMA when due, shall be entitled to a refund of the unearned premium paid by the Member, calculated on a pro-rate basis, within 15 days of the notice of termination (unless delayed by an audit or rate investigation).

Section 5.4

Membership Review and Termination

A Member may be involuntarily terminated for causes other than non-payment of contributions as provided in the bylaws.

PARAGRAPH 6

Obligations of Members

Section 6.1

Member Obligation

Members of the ACCG - IRMA agree to be obligated as follows:

- (1) To participate at all times in at least one Fund which is established by the Board.
- (2) To pay all contributions, assessments or other sums due to such times and in such amounts as shall be established by the Board.
- (3) To select a person to serve as a Member representative.
- (4) To allow the Board, and its agents, reasonable access to all facilities of the Member and all records, including but not limited to financial records, which relate to the purposes of ACCG - IRMA.
- (5) To allow attorneys appointed by ACCG - IRMA to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against a Member within the scope of loss protection furnished by the Fund or Funds established by ACCG - IRMA.

- (6) To assist and cooperate in the defense and settlement of claims against a Member.
- (7) To furnish full cooperation to ACCG - IRMA's attorneys, claims adjusters, Service companies, and any agent, employee, officer or independent contractor of ACCG - IRMA relating to the purposes of ACCG - IRMA.
- (8) To follow all loss reduction and prevention procedures established by ACCG - IRMA.
- (9) To furnish ACCG - IRMA such budget, operating and underwriting information as may be requested by the Board.
- (10) To report as promptly as possible, and in accordance with any Coverage Descriptions issued, all incidents which could result in ACCG - IRMA or any Fund established by ACCG - IRMA being required to pay a claim or claims for loss or injuries to county property or injuries to persons or property when such loss or injury is within the scope of the protection of a Fund or Funds in which the Member participates.

Section 6.2

Optional Defense of Fund Member

A Member may hire co-defense counsel, at the Member's expense, to assist in the defense of claims; provided however; the attorney selected by ACCG - IRMA to defend the claim shall be lead counsel in all matters.

Section 6.3

Contractual Obligation

This agreement shall constitute a contract among the Members of ACCG - IRMA. The obligations and responsibilities of the Members set forth herein include the obligation to take no action, inconsistent with this agreement as originally written or validly amended, which shall remain a continuing obligation and responsibility of the Member. This agreement may be executed in duplicate originals and the agreement of a count thereto shall be evidenced by a signed copy of a resolution adopted by its governing authority authorizing an appropriate official of the county to execute the agreement on behalf of the county. The contracting parties intend to create a risk management agency for group self-insurance purposes only within the scope of this agreement. ACCG - IRMA's bylaws and related Coverage Descriptions. Nothing contained herein

shall be deemed to create any relationship of surety, indemnification or responsibility between an individual Member for the debts or claims against any other individual Member. In accordance with Sections 36-85-9 and 36-85-15 of the Official Code of Georgia Annotated, each Member shall be jointly and severally liable for all legal obligations of any Fund and assessments may be required to meet any financial deficiencies of ACCG - IRMA or of any Fund.

PARAGRAPH 7

Amendments to Contract

Section 7.1

Amendments

This agreement may be amended by consent of the Members. A change or modification to this agreement may be agreed to by a vote of Members under such rules and procedures as the Board shall prescribe. Such vote may be conducted at a meeting of Members or may be conducted by mail. Any change or modification agreed to by a majority of the Members shall become effective immediately or at such future time, as the amendment shall provide. Any Member not exercising its right of withdrawal within thirty days after notice of the change or amendment shall be deemed to have consented to such a change or amendment. Any Member not consenting to such a change or amendment, may, at its option, withdraw and shall be entitled to a refund of any contributions made on account of the current fiscal year in proportion to the time remaining in the fiscal year period.

PARAGRAPH 8

Audits and Financial Reports

Section 8.1

Annual Report

Each Fund established by ACCG - IRMA shall have an annual audit of its books and accounts performed by a certified public accountant. The Board shall provide to the Members an annual report of the financial affairs of ACCG - IRMA and of each Fund maintained by ACCG - IRMA.

PARAGRAPH 9

Operation of Group Self-insurance Funds

Section 9.1

Loss Protection

ACCG - IRMA will provide loss protection to each Member participating in a Fund as provided in the Coverage Description for the Fund.

Section 9.2

Coverage Descriptions

The Board may develop and issue self-insurance Coverage Descriptions for Funds as it deems necessary and advisable. The limits of loss protection, scope of loss protection, amount of loss retention and Member contributions into a Fund shall be determined by the Coverage Description for the Fund. The Board may amend the Coverage Description or Descriptions from time to time as it deems advisable. Such amended Coverage Descriptions shall be effective for ACCG - IRMA in subsequent fiscal years.

The foregoing Intergovernmental Contract is entered into on behalf of the County this 16th day of Dec., 20 24, by the duly authorized officer whose signature appears below.

Chairperson/Sole Commissioner/ Chief
Executive Officer of

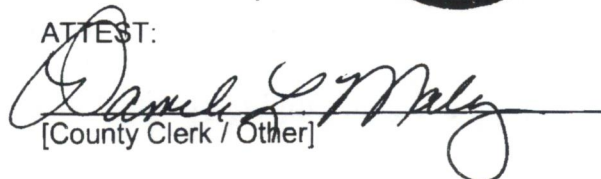
Cobb County Government

[County / Authority Name]

By: 
[Signature]



ATTEST:


[County Clerk / Other]

(Imprint County Seal)

[corrected 1/2/15]

BYLAWS OF THE ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA

INTERLOCAL RISK MANAGEMENT AGENCY

Revised and Adopted April 29, 2022 and
Effective July 1, 2022

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BYLAWS OF THE ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA

INTERLOCAL RISK MANAGEMENT AGENCY

Revised and Adopted April 29, 2022 and
Effective July 1, 2022

ARTICLE I

NAME AND LOCATION

Section 1. The name of this organization shall be the Association County Commissioners of Georgia – Interlocal Risk Management Agency (hereinafter referred to as “ACCG-IRMA”). In October, 1987, ACCG-IRMA was established by an intergovernmental contract among founding Georgia counties in accordance with O.C.G.A. § 36-85-1, *et seq.* (hereafter referred to as the “Statute”).

Section 2. The principal office of ACCG-IRMA is located at 191 Peachtree Street NE, Suite 700, Atlanta, Georgia 30303.

Section 3. Other offices for the transaction of business may be established as the Board of Trustees (hereinafter referred to as the “Board”) may determine.

Section 4. These Bylaws are adopted pursuant to the Statute, the rules and regulations of the Commissioner of Insurance of the State of Georgia (hereinafter referred to as “Commissioner”) and the Intergovernmental Contract creating ACCG-IRMA (hereinafter referred to as the “Intergovernmental Contract”).

ARTICLE II

ELIGIBILITY

Section 1. In order to be eligible for membership in ACCG-IRMA, an entity must be a county as defined in the Statute (hereinafter referred to as “County”). A County may become a member once it has taken all actions required by the Statute, the rules and regulations of the Commissioner, and the Intergovernmental Contract to join ACCG-IRMA and has been approved by ACCG-IRMA through its administrator as defined by the Statute (hereinafter referred to as “Administrator”). Approved Counties are hereinafter called “Members” in these Bylaws.

ARTICLE III

BOARD OF TRUSTEES

Section 1. The operation, business and property of ACCG-IRMA shall be the responsibility of the Board, which shall consist of seven (7) trustees (hereinafter called “Trustees”).

Section 2. Trustees shall be elected by the Board of Managers of the Association County Commissioners of Georgia (hereinafter "ACCG") subject to the qualifications contained in Section 3 below and in accordance with the terms set forth in Section 4.

Section 3. All Trustees shall be currently-serving elected or appointed officials of Members in good standing with ACCG-IRMA and ACCG. Membership on the Board is also contingent upon approval as set forth in the rules and regulations of the Commissioner. No Trustee shall be an owner, officer or employee of the Administrator or a service provider designated by the Board or the Administrator to perform services on behalf of ACCG-IRMA; provided, however, that the Chair of the Board may serve on the ACCG Board of Managers in accordance with the bylaws of such Board of Managers.

Section 4. The term of office for Trustees shall be as follows:

- The term of office for Trustee positions to be designated as Posts 1, 2, and 3 shall expire on December 31, 2024;
- The term of office for Trustee positions to be designated as Posts 4 and 5 shall expire on December 31, 2022; and
- The term of office for Trustee positions to be designated as Posts 6 and 7 shall expire on December 31, 2023.

Following expiration of each of the above terms, the term of office for each Trustee position shall be three years. Each Trustee shall serve until expiration of his or her current term and until his or her successor shall have taken office, or (1) until he or she no longer meets the qualifications for membership on the Board set forth in Section 3 of this Article, (2) until his or her earlier death, (3) until his or her earlier resignation from the Board in accordance with Section 6 of this Article, or (4) with the exception of the Chair in accordance with Section 3 of this Article, until he or she becomes a member of the ACCG Board of Managers.

Section 5. At its first regularly scheduled meeting after January 1st of each year, the Board shall elect from its membership a Chair and Vice Chair, who each shall serve in that capacity until the following December 31st and until a successor Chair or Vice Chair is elected in accordance with this Section. In the event the current Chair or Vice Chair ceases to be a Trustee for any reason, the Board shall elect a successor Chair or Vice Chair to fill the remaining term. The Executive Director of ACCG shall serve as Secretary/Treasurer of ACCG-IRMA. The Secretary/Treasurer shall not have the powers of a Trustee. The Chair, or in his or her absence the Vice Chair, shall preside at all meetings of the Board and is authorized to execute all documents on behalf of ACCG-IRMA, except as hereinafter delegated to the Secretary/Treasurer or the Administrator. The minutes of the meetings of the Board shall be kept by or under the direction of the Secretary/Treasurer. The Secretary/Treasurer shall execute contracts with service providers performing services directly to ACCG-IRMA (except for contracts with ACCG) after such service providers have been approved by the Board.

Section 6. A Trustee may resign and be discharged from further responsibilities of the office by giving at least sixty (60) days prior written notice to the Chair of the Board or, in the event the resigning Trustee is the current Chair, to the Vice Chair. Such notice shall set forth the date that

the resignation shall take effect, which shall be the effective date of the resignation; provided, however, that if a successor Trustee has been duly elected to take office at an earlier date, the resignation of the resigning Trustee shall take effect immediately upon the effective date of the election of a successor Trustee. Upon leaving office, any Trustee shall forthwith deliver to the Chair, at the principal office of ACCG-IRMA, all records and other property of ACCG-IRMA in his or her possession or under his or her control.

Section 7. A Trustee may be removed for good cause upon a proper showing of misfeasance or malfeasance of office or upon a proper showing that the continued service in office by the Trustee would be detrimental to the best interests of ACCG-IRMA. Removal for cause shall be by the Board of Managers upon recommendation by the Chair (or by the Vice Chair if the Trustee being removed is the Chair) and confirmation by the Board of Trustees by affirmative vote of not less than two thirds (2/3) of the Trustees then in office. The vote for the removal shall be held at a regular or special meeting of the Board. The notice for such meeting shall state the reasons for removal. The effective date of the removal for cause of a Trustee shall be the date upon which notice of removal shall be sent to him or her, by registered mail, by the Board of Managers.

Section 8. Any vacancies occurring on the Board shall be filled as provided in this Article for election of Trustees. A Trustee elected to fill a vacancy shall hold office for the current term and until his or her successor shall take office, or (1) until he or she no longer meets the qualifications for membership on the Board set forth in Section 3 of this Article, (2) until his or her earlier death, (3) until his or her earlier resignation from the Board in accordance with Section 6 of this Article, or (4) with the exception of the Chair in accordance with Section 3 of this Article, until he or she becomes a member of the ACCG Board of Managers.

Section 9. Provided that a quorum shall be present, the Trustees then in office shall have all of the powers, rights and interests of the Board and shall be charged with its duties; provided, however, that a Trustee shall abstain from voting and shall not be considered as constituting a part of a quorum where a vote affecting his or her personal interest may be involved. Notwithstanding the prior sentence, a Trustee that is the subject of a removal recommendation under Section 7 of this Article shall be entitled to vote on such proposed removal. The quorum for the transaction of business in any regular or special meeting of the Board shall consist of a majority of the Trustees then in office and participating in a meeting in the manner set forth in Article V, Sections 1 and 2, respectively. Except for matters as to which these Bylaws require a supermajority or unanimous vote, the affirmative vote of a majority of a quorum shall be necessary for any official action.

Section 10. The Chair of the Board shall ensure that 1) an annual report including a summary of the financial affairs of ACCG-IRMA is provided to the Members and 2) the annual audit of ACCG-IRMA is made available to the Members.

Section 11. In order to carry out its powers and duties, the Board may establish such standing and special committees as the Board deems necessary or desirable. With the exception of the Executive Committee created by Section 13 of this Article, the Chair shall appoint the members of such committees. Each special committee shall be deemed dissolved upon providing its written or oral report to the Board.

Section 12. Trustees may be reimbursed for actual expenses incurred in the pursuit of ACCG-IRMA business and may receive a per diem allowance as may be established by the Board for attendance at Board and committee meetings.

Section 13. The Chair, Vice Chair and one Trustee appointed by the Chair shall constitute the Executive Committee of ACCG-IRMA. The Chair shall act as chair of the Executive Committee. The Executive Committee shall have the authority to direct the activities of ACCG-IRMA between meetings of the Board and may be delegated such other responsibilities and powers as the Board may determine.

ARTICLE IV

ADMINISTRATION

Section 1. Overall administration and supervision of ACCG-IRMA shall be carried out by ACCG as Administrator. The Administrator shall perform such duties and exercise such powers as authorized by the Board in the proper administration of ACCG-IRMA and as set forth by contract between ACCG-IRMA and the Administrator. Administrator's services shall include serving as attorney-in-fact and performing directly or contracting with service providers to perform other types of administration for ACCG-IRMA, including certain claims administration services, risk management services, and general administration.

The Executive Director of ACCG shall serve as Manager of ACCG-IRMA and shall perform such duties and exercise such powers as shall be authorized by the Board in the proper administration of ACCG-IRMA.

ARTICLE V

MEETINGS

Section 1. Regular meetings of the Board shall be held at least two (2) times per calendar year, on such dates and at such places as determined by the Board. Regular meetings may be held by a quorum (as defined in Article III, Section 9) of Trustees present in person or by means of a teleconference or other electronic format in which the Trustees have simultaneous access to the meeting. Notwithstanding the above sentence, a Trustee may designate, in writing, an individual who is not a Trustee to serve as his or her proxy at a specific meeting, in which event the proxy's presence in person or by teleconference shall count solely for purposes of establishing a quorum; such proxy shall not have voting rights. The Secretary/Treasurer, either directly or through his or her designee, shall furnish each Trustee notice of the time, date and place of such meetings at least ten (10) days prior to the date of such meetings.

Section 2. Special meetings of the Board may be called by (1) the Chair, (2) by the Vice Chair in the event that the Chair is incapacitated or otherwise unable to perform the duties of Chair, or (3) by any three Trustees. A quorum for special meetings shall be established in the same manner as for regular meetings as described in Section 1 of this Article. The Secretary/Treasurer, either directly or through his or her designee, shall furnish each Trustee

notice of the time, date and place of such meetings at least ten (10) days prior to the date of such meetings. By unanimous consent of the Trustees, special meetings of the Board may be held without notice at any time and place. A Trustee's attendance at or participation in a special meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, time, location and manner in which it was called. All notices of special meetings of the Board shall state the purpose thereof.

Section 3. Actions may be taken by the Board outside of a regular or special meeting in accordance with this Section so long as all Trustees, severally or collectively, consent in writing, through electronic means or by telephone poll to a proposed action. Such action is valid as though it had been authorized at a meeting of the Board, so long as any official action is subsequently recorded in the minutes of the Board.

Section 4. Meetings of the Executive Committee may be called by the Chair, or by the Vice Chair in the event that the Chair is incapacitated or otherwise unable to perform the duties of Chair. The quorum for meetings of the Executive Committee shall be its entire membership, present in person or by means of a teleconference or other electronic format in which the members of the Executive Committee have simultaneous access to the meeting. Actions taken by the Executive Committee pursuant to its authority under Article III, Section 13 of these Bylaws shall require the unanimous vote of the Committee's membership and shall be subsequently recorded in the minutes of the Board.

ARTICLE VI

FISCAL YEAR

Section 1. ACCG-IRMA shall operate on a fiscal year from July 1 to June 30.

ARTICLE VII

POWERS AND DUTIES

Section 1. The Board, in addition to other powers herein conferred or authorized by the Statute, the rules and regulations of the Commissioner, or by the Intergovernmental Contract creating ACCG-IRMA, shall have the following powers, all of which shall be exercised in accordance with these Bylaws, the Statute, the rules and regulations of the Commissioner, and the Intergovernmental Contract:

- A. To provide general oversight of the operations of ACCG-IRMA;
- B. To enter into contracts with ACCG as Administrator and for other services;
- C. To enter into contracts for services directly provided to ACCG-IRMA by service providers other than the Administrator;
- D. To incur debts, liabilities and obligations;

- E. To acquire, hold, encumber or dispose of real and personal property;
- F. To sue or be sued in its own name, and take all measures necessary or desirable in the prosecution or defense of claims;
- G. To provide for the collection of contributions and assessments from Members;
- H. To establish and arrange for the administration of a group self-insurance fund or a fund as defined in the Statute (hereinafter referred to as "Fund") as the Board deems advisable;
- I. To pay authorized losses on behalf on ACCG-IRMA Members participating in a Fund or Funds;
- J. To establish the method for rating and risks of individual Members and adopt underwriting guidelines that describe requirements for admission and continued participation of Members;
- K. To establish and arrange for risk management services to advise and educate Members in loss control and risk reduction;
- L. To establish and arrange for claims administration services, including but not limited to defense and settlement of claims;
- M. To contract for insurance, reinsurance and/or excess insurance with the advice of the Administrator, and to establish such other excess loss funding program as the Board deems necessary to protect the interest of the Members of ACCG-IRMA;
- N. To employ legal counsel, accountants, and such other professional service providers as it deems necessary;
- O. To engage investment consultants, custodians, actuaries, auditors, and investment managers for ACCG-IRMA as the Board deems advisable;
- P. To adopt rules and general policies necessary or desirable for the efficient operation of ACCG-IRMA, which shall be followed by all committees, officers, agents and independent contractors providing services for ACCG-IRMA;
- Q. To invest and reinvest contributions of Members in accordance with policies established by the Board;
- R. To adopt such other rules and regulations as the Board may deem desirable in the operation of ACCG-IRMA;
- S. To terminate the membership of any Member in accordance with the procedures set forth in the Intergovernmental Contract, these Bylaws, and the rules and regulations of the Commissioner;

- T. To establish the basis and the procedure for assessment of Members in the event of a financial deficiency of ACCG-IRMA or of a Fund;
- U. To provide for policies relating to collection of contributions, discounts on contributions, methods of payment, distribution of surplus funds to Members, assessments and other policies concerning the operation of ACCG-IRMA;
- V. To exercise all powers of a Fund as set forth in the Statute and implementing rules and regulations of the Commissioner, as the same may be amended from time to time; and
- W. To take such actions as the Board deems necessary or convenient in accomplishing the purpose of ACCG-IRMA.

Section 2. The Board, in addition to other duties imposed by law or by the Intergovernmental Contract creating ACCG-IRMA, shall have the following duties:

- A. To adopt an annual budget for each fiscal year of ACCG-IRMA;
- B. To make provisions for proper accounting and reporting procedures of the nature of the claims arising within their jurisdiction, the manner in which these claims are being processed, and the impact of the claims upon ACCG-IRMA;
- C. To provide for an annual audit of the accounts and records of ACCG-IRMA prepared by a certified public accountant in accordance with the Statute and an annual actuarial report to determine reserve adequacy;
- D. To establish and maintain such accounts as the Board shall deem necessary or proper;
- E. To retain control of all monies collected for ACCG-IRMA and to deposit all funds of any type in an account or accounts established by the Board or its designee;
- F. To require the Administrator to ensure that all Member contributions received shall be remitted timely to the appropriate depository bank or banks for deposit, in the proper proportion to guarantee that the contributions to a Fund or Funds required from such contributions is made;
- G. To arrange for the investment of money received by ACCG-IRMA so as to keep the same invested at a favorable rate of return for the benefit of the Members of ACCG-IRMA;
- H. To take such actions as may be necessary to remain in compliance with the Statute and the rules and regulations of the Commissioner; and

- I. To ensure that the records for each fiscal year shall be maintained separately for accounting purposes for the benefit of the Members of ACCG-IRMA active during the fiscal year;
- J. To approve the coverage description(s) and any amendments for Funds as the Board deems necessary and as advisable; and
- K. To approve revisions to the Intergovernmental Contract when appropriate or necessary and submit the revisions to the Membership for approval.

ARTICLE VIII

DIVIDENDS AND ASSESSMENTS

Section 1. Contributions and other income in excess of claims, administrative expenses, and appropriate reserves may be returned or credited to Members of a Fund or Funds from time to time, in such amounts and proportions as the Board, in its discretion, may determine as proper. Such credits or return of surplus contributions and other income shall be subject to any necessary authorization or approval by the Commissioner. No surplus accumulations shall be returned if such payment would impair the stability or security of a Fund or of ACCG -IRMA. Any former Member who has withdrawn at the time of a distribution shall be barred from receiving any portion of the distribution.

Section 2. The Board may establish the method for collection of any assessments of Members which become necessary to meet any financial deficiency of ACCG-IRMA or of any Fund, subject to the approval of the Commissioner.

ARTICLE IX

MEMBERSHIP TERMINATION

Section 1. A Member may be involuntarily terminated as a Member of ACCG-IRMA by the Board for:

- A. Failure to timely pay its contribution, assessment, or otherwise to discharge its financial obligations to ACCG-IRMA when due;
- B. Failure to timely report, to the Administrator or designated service provider, accidents or other incidents which might involve indemnifications from or claims against ACCG-IRMA or from a Fund established by ACCG-IRMA;
- C. Failure to comply with the loss control and written management recommendations of ACCG-IRMA or ACCG-IRMA's Administrator, representatives, or agents;
- D. Failure to comply with any requirements contained within a coverage description of a Fund in which the Member participates;

- E. Excessive losses; or
- F. Failure to comply with the Statute or other applicable laws, the rules and regulations of the Commissioner, the Intergovernmental Contract establishing ACCG-IRMA, or these Bylaws.

Section 2. Termination for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a Fund or to ACCG-IRMA when due, shall be accomplished by written notice stating the date and time the termination will be effective, which shall not be less than fifteen (15) days from the date of notice in accordance with the rules and regulations of the Commissioner.

Involuntary terminations for any other cause shall require forty-five (45) days advance written notice in accordance with the rules and regulations of the Commissioner.

Section 3. The Commissioner shall be furnished a copy of any termination notice forwarded to a Member.

Section 4. Upon request, ACCG-IRMA will provide any terminated Member the data reasonably necessary for transition to a replacement insurer.

Section 5. Reinstatement shall be upon such terms as the Board may impose, including, but not limited to, a requirement that not more than one year's contributions be paid in advance.

ARTICLE X

ESTABLISHMENT OF FUNDS

Section 1. The Board shall establish a Fund or Funds comprised of public monies from contributions of Members in order to pool and jointly self-insure, or otherwise provide coverage for, the risks of accident, disability, supplemental medical, general liability, motor vehicle liability, property damage, or any combinations of such risks.

Section 2. The Board shall establish a schedule of Member contributions which shall annually produce a sum of money necessary to pay the administrative expenses of ACCG-IRMA, to create adequate loss reserves for each Fund, and to meet any capital or surplus requirements. Each Member's contribution shall be determined in accordance with the method established by the Board.

ARTICLE XI

TERMINATION OF AGENCY OR IRMA FUNDS

Section 1. ACCG-IRMA shall cease its activities upon affirmative vote of not less than two thirds (2/3) of the Trustees requiring such cessation, with advance approval of the Commissioner if required by law. The Board may also terminate the existence of any Fund or Funds it has established by a majority vote of the Board, provided that such termination is in compliance with

the Statute and the rules and regulations of the Commissioner. To the extent of money remaining in a terminated Fund, however, ACCG-IRMA shall continue to pay Members' claims and losses incurred prior to the date of a Fund's termination until the money in the terminated Fund is exhausted. In the event that revenues remain in a terminated Fund after payment of all claims, losses and other expenses, the Board may determine the method for calculating refunds to those Members who were Members at the time the Fund ceased its activities. The Board shall determine the method that shall be used for the sale and distribution of proceeds in the event that there should be any property, real or personal, belonging to ACCG-IRMA at its termination. In the event of ACCG-IRMA's termination, the Board shall continue to meet for such period of time and with such frequency as may be necessary to wind down the affairs of ACCG-IRMA. The Board shall be authorized to sell, transfer, or otherwise assign the processing and payment of claims to a third party in the event of termination of ACCG-IRMA or in the event of termination of a Fund.

ARTICLE XII

AMENDMENTS

Section 1. Amendments to these Bylaws may be made at any regular or special meeting of the Board by the affirmative vote of two-thirds (2/3) of the Trustees then in office, subject to approval by the ACCG Board of Managers.



GEORGIA FIRST RESPONDER



ACCG – IRMA Georgia First Responder PTSD Program Proposal for Coverage

Effective Date: January 1, 2025

Anniversary Date: January 1

Member: Cobb County

Member Number: 1380

Insurer: Metropolitan Life Insurance Company (MetLife)

There are two coverage components required by House Bill 451 (2024) effective January 1, 2025:

- 1) Lifetime Critical Illness Lump Sum PTSD Diagnosis Benefit
- 2) Lifetime Long-Term PTSD Disability Benefit (Income Replacement)

The ACCG-IRMA Critical Illness Lump Sum PTSD Diagnosis Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 451 when purchased together. However, a county is permitted to purchase only one component if you have existing coverage that complies with the new law.

Estimated annual premiums are based on the Eligible First Responder census data provided by the county. While the premiums below are estimated annual amounts, the county will be billed on a semiannual basis in an amount that reflects the county's updates to the census.

Component 1: Lump Sum PTSD Diagnosis Benefit –		
All First Responders		
Lifetime Benefit per first responder:	\$3,000	(Mandated Limit)
Lump Sum PTSD Diagnosis Benefit - Estimated Annual Premium for All First Responders:		\$93,476.50
Component 2: PTSD Disability Limit		
Employed First Responders		
Monthly benefit:	60% of pre-disability first responder earnings	
Maximum monthly benefit per first responder:	\$5,000	
Estimated Annual Premium for Employed First Responders:		\$207,240.50
Volunteer First Responders		
Monthly Benefit per first responder:	\$1,500	
Estimated Annual Premium for Volunteer First Responders:		\$0.00
PTSD Disability Limit – Estimated Annual Premium for All First Responders:		\$207,240.50
Estimated Annual Premium for Components 1 & 2:		\$300,717.00
Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit		

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.
This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

11/5/2024

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 Commissioners this date.

This 10th of December 2024

RESOLUTION OF COBB COUNTY, GEORGIA, IN CONNECTION WITH THAT CERTAIN AMENDED AND RESTATED CONVENTION FUNDING AGREEMENT AND THAT CERTAIN AMENDED AND RESTATED GALLERIA OPERATING AGREEMENT, EACH BETWEEN THE COUNTY AND THE COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY, AUTHORIZING AND DELEGATING TO CERTAIN OFFICIALS AND REPRESENTATIVES OF THE COUNTY THE AUTHORITY TO APPROVE OR DENY ON BEHALF OF THE COUNTY CERTAIN MONTH-TO-MONTH EXTENSIONS OF A DEADLINE UNDER THE AFORESAID OPERATING AGREEMENT, AND AUTHORIZING THE COUNTY'S CONSENT TO A CREDIT TOWARD THE REQUIRED FUNDING OF CAPITALIZED INTEREST WITH RESPECT TO CERTAIN PROPOSED BONDS UNDER THE AFORESAID FUNDING AGREEMENT IN A CREDIT AMOUNT CONSENTED TO BY CERTAIN OFFICIALS AND REPRESENTATIVES OF THE COUNTY, AND APPROVING OTHER MATTERS RELATED THERETO

WHEREAS, Cobb County, Georgia (the "County"), a political subdivision of the State of Georgia (the "State"), is permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, as amended (the "Georgia Constitution"), to contract with any public corporation or public authority of the State for any period not exceeding fifty years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide; throughout this Resolution, all capitalized terms used herein, but not defined herein, shall have the meanings ascribed thereto under the hereinafter defined 2023 Agreements;

WHEREAS, the Cobb-Marietta Coliseum and Exhibit Hall Authority (the "Authority") is a public corporation and public authority duly created and existing under the laws of the State, and particularly pursuant to the provisions of an Act of the General Assembly of the State approved on March 26, 1980 (Ga. Laws 1980, p. 4091, et seq.), as heretofore amended (as heretofore amended, the "Authority Act") having the purposes and powers granted by the Authority's Act and generally described in that certain authorizing resolution adopted by the County's Board of Commissioners (the "Board of Commissioners") on December 13, 2022 (the "Initial Authorizing Resolution"), authorizing and approving, without limitation, the finalization, execution and delivery of the hereinafter defined 2023 Agreements;

WHEREAS, the County and the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna, municipal corporations created under the laws of the State and located within the County (collectively, the "Cities"), each prior to December 1991 adopted an ordinance or resolution imposing an excise tax upon the furnishing for value of public accommodations at the rate of 8 percent of the charges to the public for such accommodations (the "Hotel/Motel Tax") in accordance with the Hotel/Motel Tax Law and each currently is levying and collecting the Hotel/Motel Tax; and the County prior to December 1991 adopted an ordinance and resolution imposing an excise tax on the sale of distilled spirits by the drink at the rate of 3 percent (the "Liquor-by-the-Drink Tax") and is currently levying and collecting the Liquor-by-the-Drink Tax;

WHEREAS, the Authority and the County heretofore entered into that certain Convention Funding Agreement, dated as of December 1, 1991, as amended by an Amendment No. One to Convention Funding Agreement, dated as of October 1, 1996 (as so amended, the "1991 Funding Agreement" or the "County 1991 Funding Agreement"), pursuant to the terms of which the Authority agreed, among other matters, to construct and operate a multi-use coliseum and civic center facility suitable for, among other things, the housing of exhibits for trade fairs, expositions and exhibitions, together with related buildings and facilities useful or desirable in connection therewith, which facility is located in the County and is owned and operated by the Authority as a public and governmental facility for the use and benefit of the citizens of the County

(as so constructed, equipped, improved and expanded, the "Galleria Project"), and the County agreed to levy and pay the Authority 100% of the Hotel/Motel Tax that the County collects pursuant to the Hotel/Motel Tax Law and 50% of the Liquor-by-the-Drink Tax that the County collects pursuant to the Liquor-by-the-Drink Tax Law (as applicable, the "County Hotel/Motel Tax Payments" and the "County Liquor-by-the-Drink Tax Payments" and collectively, the "County Tax Payments"), and, so long as any revenue bonds issued by the Authority to finance or refinance the Galleria Project remain outstanding, the County agreed not to cease to levy, or reduce the rate of, the Hotel/Motel Tax or Liquor-by-the-Drink Tax in any manner that would impair the rights of the holders of such bonds;

WHEREAS, the Authority and the County heretofore entered into that certain Operating Agreement, dated as of December 1, 1991, as amended by an Amendment No. One to Operating Agreement, dated as of October 1, 1996 (as so amended, the "1991 Operating Agreement" or the "County 1991 Operating Agreement" and, together with the 1991 Funding Agreement, collectively, the "1991 Agreements" or the "1991 County Agreements"), pursuant to the terms of which the Authority agreed, among other things, to construct and operate the Galleria Project, to return to the County each month 37.5% of its Hotel/Motel Tax Payments, to pay to the County each month a Collection Fee for costs incurred by the County in connection with levying, collecting and administering the Hotel/Motel Tax and the Liquor-by-the-Drink Tax, and to return to the County certain additional excess County Tax Payments subject to certain limitations, and the County agreed to certain matters set forth therein;

WHEREAS, the Authority and each of the Cities heretofore entered into separate but generally similar (with certain exceptions with respect to Marietta) Convention Funding Agreements, dated as of December 1, 1991, each as amended by an Amendment No. One to Convention Funding Agreement, dated as of October 1, 1996 (collectively, as so amended, the "City 1991 Funding Agreements"), pursuant to the terms of which the Authority agreed, among other things, to construct and operate the Galleria Project and the Cities agreed to pay the Authority the percentages of the Hotel/Motel Tax which the Cities collect pursuant to the Hotel/Motel Tax Law that are specified in the respective City Funding Agreement, and, the Cities agreed so long as any applicable revenue bonds remain outstanding not to cease to levy, or reduce the rate of the Hotel/Motel Tax or the Liquor-by-the-Drink Tax in any manner that would impair the rights of the holders of the bonds; the Hotel/Motel Tax payments made by the County and the Cities and the Liquor-by-the-Drink Tax payments made by the County to or on behalf of the Authority pursuant to the County 1991 Funding Agreement and the City 1991 Funding Agreements are referred to herein collectively as the "County/Cities Tax Payments";

WHEREAS, the Authority and each of the Cities heretofore entered into separate but generally similar Operating Agreements, dated as of December 1, 1991, each as amended by an Amendment No. One to Operating Agreement, dated as of October 1, 1996 (collectively, as so amended, the "City 1991 Operating Agreements"), pursuant to the terms of which the Authority and each respective City agreed to matters generally similar to the County 1991 Operating Agreement;

WHEREAS, as contemplated by the County 1991 Funding Agreement and the City 1991 Funding Agreements, the Authority issued revenue bonds in 1991, 1993, 1996, 1999, 2005 and 2009 (including such revenue bonds that remaining outstanding on the date hereof, the "Existing Bonds"), the proceeds of which were used to finance or refinance the cost of acquiring, constructing, equipping, improving and expanding, as applicable, the Galleria Project, and, as applicable, establish a reserve fund, pay a portion of interest accruing during construction and pay the costs of issuance of the respective bond issue; the final maturity date of the Existing Bonds is October 1, 2026;

WHEREAS, the County 1991 Funding Agreement, the County 1991 Operating Agreement, the City 1991 Funding Agreements and the City 1991 Operating Agreements in accordance with their respective terms would have terminated or will terminate on or before October 2, 2028 (or on the first date on which the

Existing Bonds issued by the Authority for the Galleria Project and secured by the pledge of the County/Cities Tax Payments no longer remain outstanding);

WHEREAS, in 2018, the State General Assembly extended the provisions in the Hotel/Motel Tax Law governing the County's and the Cities' Hotel/Motel Taxes until December 31, 2053;

WHEREAS, the Authority previously determined and notified the County that upgrades, expansions and renovations of the Galleria Project are needed in order for it to be financially viable and requested that the County extend the term of the 1991 County Agreements to 2053 to allow for the issuance of future bonds to finance the cost of the needed upgrades, expansions and renovations of the Galleria Project;

WHEREAS, given a number of changed circumstances since 1991, including, without limitation, the County's growing tourism related needs and opportunities throughout the County since 1991, as well as the increase since 1991 in the County's Hotel/Motel Tax collections and the Liquor-by-the-Drink Tax collections, among other considerations, the County determined that as a condition of its agreement to extend the terms of the 1991 County Agreements, the new extended agreements must provide that under certain conditions additional County Tax Payments not required to pay debt service on the Existing Bonds or future bonds or other financing vehicles payable from or secured by the County Tax Payments (as more fully defined in the hereinafter defined 2023 Agreements, "Bonds" or "Additional Bonds") or replenish debt service reserve funds for the Existing Bonds or future Additional Bonds will be returned to the County in the future, must provide additional limitations on the Authority's expenditure of County Tax Payments, and must provide certain requirements that future Additional Bonds payable from such County Tax Payments must satisfy in order to safeguard the return of the specified portion of the County Tax Payments to the County, among other matters set forth in the hereinafter defined 2023 Agreements;

WHEREAS, pursuant to the Initial Authorizing Resolution adopted by the Board of Commissioners on December 13, 2022, the County entered into the Amended and Restated Galleria Convention Funding Agreement, dated as of September 1, 2023, with the Authority (the "Funding Agreement") and the Amended and Restated Galleria Operating Agreement, dated as of September 1, 2023, with the Authority (the "Operating Agreement" and, together with the Funding Agreement, the "2023 Agreements"), in order to accomplish, without limitation, the aforesaid objectives;

WHEREAS, in addition to other conditions precedent to undertaking the issuance of Additional Bonds in the future, Section 3.1(a) of the Operating Agreement requires (among other requirements) that the Authority enter into Conforming City Agreements with each City prior to October 31, 2023, as such deadline may be extended in accordance with Section 3.1(a)(ii) initially (x) by the County Review Team on a month-to-month basis until December 31, 2023, and thereafter (y) by the County Board of Commissioners by a duly adopted County Board Resolution to a date after December 31, 2023;

WHEREAS, pursuant to Section 3.1(a)(ii) and Section 2.1(ix)(c)(1) of the Operating Agreement, the County Review Team granted two monthly extensions of the aforesaid deadline to November 30, 2023 and to December 31, 2023, in each case based on timely updates provided by the Authority as to the progress and status of its efforts to enter into Conforming City Agreements with each City;

WHEREAS, pursuant to Section 3.1(a)(ii) of the Operating Agreement, on December 12, 2023, March 12, 2024, June 25, 2024 and September 24, 2024, each respectively, the County Board of Commissioners adopted a Resolution (each, a "Delegation Resolution") that authorized and approved, among other matters, the delegation of authority to the County Review Team to grant or deny on behalf of the County monthly extensions of each successive deadline for an additional three months, with the most recent September 24, 2024 Resolution extending the delegation of authority to the County Review Team to no later than December 31, 2024, in each case based on timely updates provided by the Authority as to the progress and status of its efforts to enter into Conforming City Agreements with each City;

WHEREAS, pursuant to Section 3.1(a)(ii) and Section 2.1(ix)(c)(1) of the Operating Agreement and each successive Delegation Resolution, the County Review Team has granted successive monthly extensions of the aforesaid deadline to the last day of each successive month, with the most recent monthly extension being to December 31, 2024, in each case based on timely updates provided by the Authority as to the progress and status of its efforts to enter into Conforming City Agreements with each City;

WHEREAS, the Authority has notified the County that some, but not all, Cities have entered into Conforming City Agreements with the Authority and that it is continuing to work with the remaining Cities (except the Unique City, as waived by the December 12, 2023 Delegation Resolution), and the Authority has requested that the Board of Commissioners adopt another Delegation Resolution extending the delegation of authority to the County Review Team to grant or deny on behalf of the County monthly extensions of each successive deadline for an additional three months to March 31, 2025;

WHEREAS, the Board of Commissioners has determined to continue the procedure of the County Review Team having the authority delegated thereto to grant or deny on behalf of the County month-to-month extensions of the aforesaid deadline as provided hereinafter;

WHEREAS, Section 3.3(b) of the Funding Agreement sets forth a number of "Additional Bonds Tests" to be satisfied by the Authority as condition precedents to the issuance of any Additional Bonds, which Additional Bonds Tests include, without limitation, in Section 3.3(b)(vii)(A) that interest accruing during the construction or renovation period of the Proposed Project shall be fully capitalized; herein the dollar amount equal to full funding of a capitalized interest deposit to a capitalized interest account for the construction or renovation period for a particular issue of Additional Bonds upon the closing of the issuance of such Additional Bonds shall be referred to as the "Capitalized Interest Full Funding Amount";

WHEREAS, Section 3.3(b) of the Funding Agreement requires that any deviation from any of the Additional Bonds Tests must be consented to by the County Board of Commissioners, as evidenced by a County Board Resolution;

WHEREAS, the Authority has requested that, with respect to the initial issuance of Additional Bonds expected to be issued during 2025 (the "2025 Additional Bonds"), the County consent to granting a credit to the Capitalized Interest Full Funding Amount required to be deposited in the capitalized interest account under the Senior Lien Indenture for the 2025 Additional Bonds at the closing of the issuance of such 2025 Additional Bonds, and the County has determined that the specific amount of such credit shall be the amount consented to in writing by the County Review Team prior to the issuance of such 2025 Additional Bonds (as defined hereinafter, the "Capitalized Interest Credit Amount") calculated as described hereinafter; and

WHEREAS, accordingly, the Board of Commissioners has determined to consent to the aforesaid Capitalized Interest Credit Amount being applied as a credit toward the Capitalized Interest Full Funding Amount for the 2025 Additional Bonds, subject to the County Review Team consenting in writing to the calculation of and the final amount of the Capitalized Interest Credit Amount in accordance with this Resolution, and accordingly has determined to authorize the delegation to the County Review Team of the authority to consent on behalf of the County to the calculation of and the specific amount of the Capitalized Interest Credit Amount and its application as a credit against the Capitalized Interest Full Funding Amount.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners on behalf of the County, and it is hereby resolved by authority of the same, as follows:

Section 1. Incorporation of Resolution Premises. The Board of Commissioners on behalf of the County hereby resolves and determines that the premises and foregoing paragraphs of this Resolution shall be and are a substantive and operative part of this Resolution and are hereby incorporated herein.

Section 2. Delegation of Authority to Grant or Deny Extensions Under Section 3.1(a)(ii) of the Operating Agreement. The Board of Commissioners on behalf of the County hereby authorizes and approves the delegation to the County Review Team of the authority to grant or deny on behalf of the County month-to-month extensions of the deadline under Section 3.1(a)(ii) of the Operating Agreement following receipt from the Authority in each case of the satisfactory update report required under Section 2.1(ix)(c)(1) of the Operating Agreement to an extended deadline no later than March 31, 2025.

Section 3. Consent to Capitalized Interest Credit, Subject to Delegation of Authority to Consent to the Specific Amount of the Capitalized Interest Credit. The Board of Commissioners on behalf of the County hereby consents to granting a credit toward the Capitalized Interest Full Funding Amount required to be deposited in the capitalized interest account under the Senior Lien Indenture for the 2025 Additional Bonds at the closing of the issuance of such 2025 Additional Bonds, provided that the specific amount of such credit shall be the amount consented to in writing by the County Review Team prior to the issuance of such 2025 Additional Bonds (the "Capitalized Interest Credit Amount") that will result in the projected amount of County/Cities Tax Payments projected to be received during the construction or renovation period (which projections shall be adjusted as appropriate with respect to any Nonconforming City Tax Payments, including without limitation under any Original City Funding Agreement that has not been amended and extended) providing at least 1.75 coverage prior to each applicable Interest Payment Date for the amount of interest that will accrue and be payable on the 2025 Additional Bonds during the construction or renovation period on each applicable Interest Payment Date, acknowledging that under Section 3.3(b)(vii)(B) the 2025 Additional Bonds shall be structured so that no principal shall be payable on the 2025 Additional Bonds until at least 12 months after completion of the construction or renovation period.

Section 4. Authorization of Related Documents and Delegation of Approval Thereof. The Board of Commissioners on behalf of the County hereby authorizes and approves (a) the negotiation and approval on behalf of the County by the County's Chief Financial Officer and the County Attorney (or designee of each, or the successor titles to such official positions at the County), in each case after consultation if appropriate with the County's bond counsel, of any and all documents necessary or appropriate in connection with this Resolution or matters contemplated hereby in connection with the County's performance of its rights and obligations under the Operating Agreement and the Funding Agreement (collectively, the "Related Documents"), including without limitation, those necessary or appropriate in connection with the aforesaid delegations of authority to the County Review Team to grant or deny a month-to-month extension of the aforesaid deadline and to consent to the calculation of and the specific amount of the Capitalized Interest Credit Amount, and (b) following approval of a Related Document on behalf of the County as aforesaid, the execution, delivery and performance of such Related Document on behalf of the County, as applicable, by the members of the County Review Team or the County Staff Team, or by the County Manager, the Chief Financial Officer, the Chairwoman or the Vice Chair, and (if appropriate or if otherwise required, provided that no such attestation is required by this Resolution unless otherwise required by law) the attestation thereof by the Clerk, Ex-Officio Clerk, Deputy Clerk or Assistant Clerk of the Board of Commissioners and affixing the seal of the County thereto. Each Related Document shall be in the form approved as aforesaid, and the execution thereof by any aforesaid representative, officer or official of the County as hereby authorized shall be conclusive evidence of such approval on behalf of the County.

Section 5. Reaffirmation of the Approvals, Authorizations and Delegations of Authority set forth in the Board of Commissioners' Initial Authorizing Resolution and each Respective Delegation Resolution. The Board of Commissioners on behalf of the County hereby reaffirms the

approvals, authorizations and delegations of authority set forth in its Initial Authorizing Resolution and each of its Delegation Resolutions.

Section 6. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Funding Agreement, the Operating Agreement, any extension document, any Additional Bond Document, any Related Document, or any document contemplated by or related to any of the foregoing will be deemed to be a stipulation, obligation or agreement of any officer, official, employee, counsel, agent or representative of the County in his or her individual capacity and no officer, official, employee, counsel, agent or representative of the County in his or her individual capacity shall be held liable in connection therewith.

Section 7. Further Actions Approved and Confirmed. All acts and doings of the Commissioners, officers, officials, counsel, employees, representatives and agents of the County in conformity with the purposes and intent of this Resolution and are in all respects hereby ratified, approved and confirmed.

Section 8. Multiple Counterparts. This Resolution may be executed in multiple counterparts, each and all of which shall constitute one and the same Resolution.

Section 9. Correction of Scrivener's Errors. In the event any scrivener's errors shall be discovered in this Resolution after the adoption hereof, the County hereby authorizes and directs that each such scrivener's errors shall be corrected in all multiple counterparts of this Resolution.

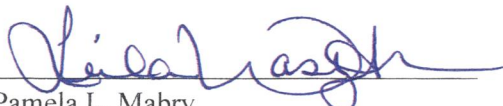
Section 10. Resolution Effective Upon Adoption. This Resolution shall take effect immediately upon its adoption on this 10th day of December, 2024.

[COUNTY SEAL]

COBB COUNTY, GEORGIA

Attest:

For

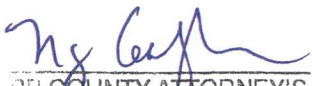

Pamela L. Mabry
Clerk, Board of Commissioners
Cobb County, Georgia

By:


Lisa N. Cupid
Chairwoman, Board of Commissioners
Cobb County, Georgia



Approved As To Form:


COBB COUNTY ATTORNEY'S OFFICE

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

12/10/24

CLERK'S CERTIFICATE

COBB COUNTY, GEORGIA

I, Pamela L. Mabry, Clerk of the Board of Commissioners of Cobb County, Georgia, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the Resolution adopted by the Board of Commissioners at an open public meeting duly called and lawfully assembled at 9:00 A.M., on the 10th day of December, 2024, pertaining to the approval and authorization of certain matters related to that certain Amended and Restated Galleria Convention Funding Agreement and that certain Amended and Restated Galleria Operating Agreement, both dated as of September 1, 2023, both with the Cobb-Marietta Coliseum and Exhibit Hall Authority, and matters related thereto (the "Resolution"), the original of the Resolution being duly recorded in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control, and that the Resolution has not been amended or rescinded and is in full force and effect as of the date hereof.

I do hereby certify as follows:

(a) That the following members of the Board of Commissioners were present at said meeting:

Chairwoman Lisa N. Cupid

Commissioner Keli Gambrill

Commissioner Jerica Richardson

Commissioner JoAnn K. Birrell

Commissioner Monique Sheffield

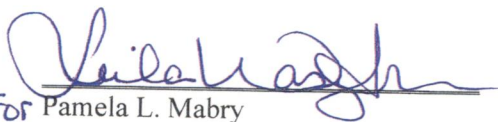
(b) That the following member was absent: _____

(c) That the Resolution was duly adopted by a vote of:

Aye 5 Nay _____

WITNESS my hand and the official seal of Cobb County, Georgia, to be effective as of the 10th day of December, 2024.

[COUNTY SEAL]


For Pamela L. Mabry
Clerk, Board of Commissioners of Cobb County

**COBB COUNTY BOARD OF COMMISSIONERS
RESOLUTION FOR ESTABLISHMENT OF
DATES, TIME, AND PLACE OF
BOC ZONING HEARINGS FOR 2025**

BE IT RESOLVED, the Cobb County Board of Commissioners, in accordance with O.C.G.A. Section 50-14-1 (d) and the Official Code of Cobb County, does hereby designate the following dates, time, and place of its BOC Zoning Hearings for the calendar year 2025:

3rd Tuesday of each month at 9:00 a.m., with the exception of the month of January, when no hearing will be held.

BE IT FURTHER RESOLVED, the meeting place for the BOC Zoning Hearings shall be in the Public Meeting Room on the second floor of the David Hankerson Building, 100 Cherokee Street, Marietta, Georgia.

BE IT FURTHER RESOLVED, the Chairwoman of the Board of Commissioners is hereby authorized to postpone or cancel any meeting as she deems necessary.

BE IT FURTHER RESOLVED, the County Clerk is hereby directed to publish this Resolution in the newspaper in which the Sheriff's advertisements are published, once a week for two (2) weeks during the thirty (30) day period immediately following its passage and is further directed to post and maintain a copy of this Resolution on the County's official bulletin board located on the second floor of the David Hankerson Building, 100 Cherokee Street, Marietta, Georgia.

So adopted this 10th day of December 2024.

*Pamela L. Mabry
County Clerk
Cobb County Board of Commissioners*

BOC ZONING HEARING DATES FOR 2025

January (no hearing)	May 20	September 16
February 18	June 17	October 21
March 18	July 15	November 18
April 15	August 19	December 16

**COBB COUNTY BOARD OF COMMISSIONERS
RESOLUTION FOR ESTABLISHMENT OF
DATES, TIME, AND PLACE OF
BOC ZONING HEARINGS FOR 2025**

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So adopted this 10th day of December 2024.

*Pamela L. Mabry
County Clerk
Cobb County Board of Commissioners*

BOC ZONING HEARING DATES FOR 2025

January (no hearing)	May 20	September 16
February 18	June 17	October 21
March 18	July 15	November 18
April 15	August 19	December 16

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
COBB COUNTY, GEORGIA APPROVING THE ISSUANCE
OF PUBLIC FINANCE AUTHORITY STUDENT HOUSING
REVENUE BONDS (KSU BIXBY REAL ESTATE
FOUNDATION, LLC PROJECT) SERIES 2025**

WHEREAS, on at least seven days' notice published in the *Atlanta Journal-Constitution*, a public hearing was held via teleconference, in accordance with Revenue Procedure 2022-20 issued by the Internal Revenue Service pursuant to the Internal Revenue Code of 1986, as amended (the "**Code**"), on November 25, 2025 at 9:30 a.m., concerning a proposed issuance by the Public Finance Authority, a national bond issuing commission based in Wisconsin (the "**Authority**"), of its Student Housing Revenue Bonds (KSU Bixby Real Estate Foundation, LLC Project) Series 2025 (the "**Bonds**"), in a maximum aggregate face amount of \$115,000,000; and

WHEREAS, the proceeds of the sale of the proposed Bonds, when and if issued, are to be used to (i) finance or refinance, including through reimbursement, the cost of acquisition of the Bixby Kennesaw, a student housing facility, including a parking deck and other improvements located at 3061 George Busby Parkway, NW, Kennesaw, Georgia 30144 (the "**Project**"), (ii) fund any necessary reserves, (iii) pay bond insurance premiums, (iv) fund a debt service reserve or pay the premium for a debt service reserve insurance policy, and (v) pay certain costs of issuance associated with the financing; and

WHEREAS, the Project will be owned and operated by KSU Bixby Real Estate Foundation, LLC (the "**Borrower**"), a Georgia limited liability company whose sole member is Kennesaw State University Foundation, Inc., a Georgia nonprofit corporation; and

WHEREAS, the proposed Bonds, when and if issued, will not constitute a debt or general obligation of the State of Georgia or Cobb County (the "**County**"), but shall constitute limited obligations of the Authority, payable solely from funds paid by the Borrower and secured by collateral furnished or caused to be furnished by the Borrower; and no performance audit or performance review shall be conducted with respect to such bond issue; and

WHEREAS, there has been submitted to the Board of Commissioners of the County (the "**Board**"), as the governing body of the County, the report of Jerry G. Peterson, serving as the County's hearing officer for such public hearing; and

WHEREAS, the purposes of this approval are to (i) satisfy the public approval requirement of Section 147(f) of the Code in order to qualify the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code, and (ii) comply with the requirements of the Public Finance Authority; and

WHEREAS, the location of the Project is entirely within the County, and the Board constitutes the elected legislative body of the County and is a proper body for granting the necessary public approval; and

WHEREAS, the Authority has requested that the Board approve the issuance of the Bonds for the purposes stated above, the nature and location of the Project, and the plan of financing for the Project with the Bonds; and

WHEREAS, the Board finds and determines that it is in the public interest of the County to grant such approval.

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

Section 1. The issuance of the Bonds by the Authority for the benefit of the Borrower in a maximum aggregate face amount of \$115,000,000 for the above-described purposes, the nature and location of the Project, and financing for the Project, described above, are hereby approved (i) for purposes of Section 147(f) of the Code and (ii) the requirements of the Authority.

Section 2. Such approval by the Board does not constitute any representation by the County to the prospective purchasers of the Bonds as to the creditworthiness of the Borrower, or the economic feasibility of the Project nor does it create, either expressly or by implication, any obligation on the part of the County for the payment of the Bonds or debt service thereon, such Bonds and debt service thereon being payable solely from the sources described above.

Section 3. The Board hereby ratifies Jerry G. Peterson serving as the County's hearing officer for purposes of conducting and reporting on the public hearing recited in the fifth WHEREAS clause above.

Section 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 10th day of December 2024.

By: _____

Chairman of the Board of Commissioners
of Cobb County, Georgia



ATTEST:

Deputy Clerk of the Board of Commissioners
of Cobb County, Georgia

[SEAL]

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

12/10/24

Approved As To Form:

COBB COUNTY ATTORNEY'S OFFICE

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Board of Commissioners of Cobb County, Georgia (the "**County**"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to the approval of the issuance by the Public Finance Authority of its Student Housing Revenue Bonds (KSU Bixby Real Estate Foundation, LLC Project) Series 2025, constitute a true and correct copy of the resolution adopted on December 10, 2025, by the Board of Commissioners of the County at a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of record in the Minute Book of the County which is in my custody and control.

GIVEN under my hand and the official seal of Cobb County, Georgia, this 10th day of December 2025.


Deputy Clerk of the Board of Commissioners
of Cobb County, Georgia

[SEAL]

HEARING OFFICER'S CERTIFICATE
REGARDING PUBLIC HEARING

The undersigned hearing officer, Jerry G. Peterson, HEREBY CERTIFIES, as follows:

(1) A public hearing by teleconference was duly on November 25, 2024, at approximately 9:30 a.m., pursuant to proper notice given in accordance with law as to the time and place of this public hearing prior to such public hearing regarding the proposed issuance of Public Finance Authority Student Housing Revenue Bonds (KSU Bixby Real Estate Foundation, LLC Project) Series 2025 in the aggregate principal amount not to exceed \$115,000,000 for the purpose of assisting KSU Bixby Real Estate Foundation, LLC in (i) financing or refinancing, including through reimbursement, the cost of acquisition of the Bixby Kennesaw, a student housing facility, including a parking deck and other improvements, located at 3061 George Busby Parkway, NW, Kennesaw, Georgia 30144 (ii) funding any necessary reserves, (iii) paying bond insurance premiums, (iv) funding a debt service reserve or paying the premium for a debt service reserve insurance policy, and (v) paying certain costs of issuance associated with the financing. The public hearing was accessible to the residents of Cobb County, Georgia (the "County") by calling a toll-free number as permitted by Rev. Proc. 2020-49. Notice of the hearing was published at least 7 days prior to the hearing in the *Atlanta Journal-Constitution*, a newspaper of general circulation in the County. A copy of the notice is attached hereto as Exhibit A.

(2) The meeting line was opened at 9:25 a.m. At 9:30 a.m. the meeting was announced and no one was on the line. At 9:35 a.m. the hearing officer read a statement regarding the purpose of the meeting, the proposed plan of finance, and the facility proposed to be financed. Following the statement the hearing officer asked if there were any persons on the line if there were any questions or comments and there was no response.

(3) The hearing officer has confirmed that no written comments were received by him. No one requested to speak at the hearing and no one joined the teleconference to speak on the matter and the hearing officer declared the public hearing closed at approximately 9:39 a.m.

This 25th day of November 2024.



Jerry G. Peterson, Hearing Officer

Exhibit Attached: "A" – Affidavit of Publication of Notice

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF NOTICE OF PUBLIC HEARING

[Attached]

The Atlanta Journal-Constitution

PROOF OF PUBLICATION STATE OF GEORGIA

PUBLIC NOTICE

Before the undersigned authority personally appeared , who on oath says that he/she is a Legal Advertising Representative of the Atlanta Journal-Constitution, a Daily newspaper published in said City and State that is a newspaper of general circulation in Barrow, Bartow, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Floyd, Forsyth, Fulton, Gwinnett, Hall, Heard, Henry, Jackson, Jasper, Meriweather, Morgan, Newton, Paulding, Polk, Rockdale, Walton, White, Banks, Butts, Dawson, Franklin, Gilmer, Gordon, Habersham, Haralson, Lamar, Lumpkin, Madison, Monroe, Murray, Oconee, Pickens, Pike, Spalding, and Whitfield Counties, and State of Georgia, and that the attached copy of Legal Advertising was published 1 time(s) in said newspaper on 11/18/2024 and last date of Publication 11/18/2024.

BUTLER SNOW LLP
1170 PEACHTREE STREET
SUITE 1900
ATLANTA, GA 30309

Invoice/Order Number:	0000852293
Ad Cost:	\$2,461.00
Paid:	\$0.00
Balance Due:	\$2,461.00

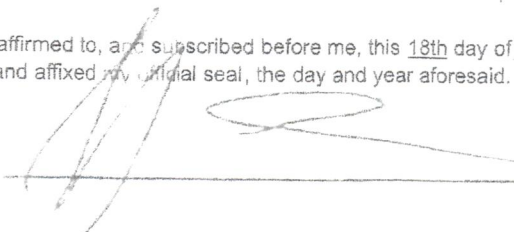
Signed



(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 18th day of November, 2024 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed



(Notary)

Tyshawn Harrison
Notary Public - State of New York
No. 01HA0005298
Qualified in Erie County
Commission Expires 04/07/2027

Please see Ad on following page(s).

BUTLER SNOW LLP
1170 PEACHTREE STREET
SUITE 1900
ATLANTA, GA 30309

Invoice/Order Number: 0000852293
Ad Cost: \$2,461.00
Paid: \$0.00
Balance Due: \$2,461.00

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Monday, November 25, 2024, a public hearing as required by Section 170(1) of the Internal Revenue Code of 1986, as amended (the "Code") and the provisions of Section 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended (the "Act") and an Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 29, 2016, will be conducted on behalf of Cobb County, Georgia with respect to the proposed issuance by the Public Finance Authority (the "Authority"), a commission organized under and pursuant to the provisions of the Act, of the Authority's Student Housing Revenue Bonds (KSD Blxby Real Estate Foundation, LLC Project) Series 2025, to be issued in one or more series and in the aggregate principal amount not to exceed \$15,000,000 (the "Bonds"). The Public Hearing will be conducted as described below to provide a reasonable opportunity for interested individuals to express their views, orally or in writing, on the proposed issuance of the Bonds and the location and nature of the proposed facilities to be financed.

The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, and the proceeds from the sale of the Bonds will be lent to KSD Blxby Real Estate Foundation, LLC (the "Borrower"), a Georgia limited liability company whose sole member is Kennesaw State University Foundation, a Georgia non-profit corporation and an organization described in Code Section 501(c)(3).

The proceeds of the Bonds will be lent to the Borrower for the purpose of (i) financing or refinancing, including through reimbursement, the cost of acquisition of the Blxby Kennesaw, a student housing facility including a parking deck and other improvements (the "Project"), (ii) funding any necessary reserves, (iii) paying bond insurance premiums, (iv) funding a debt service reserve or paying the premium for a debt service reserve insurance policy, and (v) paying certain costs of issuance associated with the financing. The Project is located at 3061 George Busby Parkway, NW, Kennesaw, Georgia 30144 and will be owned and operated by the Borrower.

THE BONDS WILL NEVER CONSTITUTE AN INDEBTEDNESS OF OR GENERAL OBLIGATION OF COBB COUNTY, GEORGIA, BUT WILL BE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM THE LOAN PAYMENTS TO BE MADE BY THE BORROWER TO THE AUTHORITY AND CERTAIN FUNDS AND ACCOUNTS ESTABLISHED BY THE INDENTURE FOR THE BONDS.

The hearing will commence at 9:30 a.m., November 25, 2024, or as soon thereafter as the matter can be heard. The public hearing will be held via teleconference in accordance with Revenue Procedure 2022-20 issued by the Internal Revenue Service and will be accessible to residents of Cobb County, Georgia, the approving governmental unit, by calling the following toll-free telephone number. The public is invited to join by dialing 1-877-853-5257 (Passcode: 429 316 46277). Interested persons wishing to express their views on the issuance of the Bonds or on the nature or location of the Project proposed to be financed may join the public hearing by telephone and prior to the time of the hearing, may submit written comments to the hearing officer, Jerry G. Peterson, Butler Snow LLP, 1170 Peachtree Street, NE, Suite 1900, Atlanta, Georgia 30309. The public hearing will continue for so long as interested persons are expressing their views on the issuance of the Bonds or the nature or location of the Project proposed to be financed, following which time the public hearing will be closed.

**COBB COUNTY WATER SYSTEM
RATES, CHARGES, AND FEES
APRIL 1, 2025**

MONTHLY SERVICE CHARGE

The monthly service charge is assessed by meter size. This charge is to recover administrative, customer service, billing and meter-related costs, bond interest and some depreciation expenses. This fee is billed to all active accounts and does not include consumption.

METER SIZE	RESIDENTIAL	NON-RESIDENTIAL	IRRIGATION
5/8" & 3/4"	\$8.00	\$8.00	\$22.00
1"	\$17.00	\$17.00	\$25.00
1 1/2"	\$30.00	\$30.00	\$47.00
2"	\$51.00	\$51.00	\$72.00
3"		\$75.00	\$140.00
4"		\$114.00	\$210.00
6"		\$236.00	\$370.00
8"		\$367.00	\$515.00
10"		\$528.00	\$745.00
12"		\$550.00	\$915.00

FIRE PROTECTION SERVICE

This is a monthly fee for water availability on demand for fire protection. It is associated with DCDA, backflow devices, and other metering devices for fire protection.

LINE SIZE	DOUBLE CHECK DETECTOR ASSEMBLY	DOMESTIC OR FIRE METER (NO BACKFLOW) ¹	UNMETERED FIRE LINE (NO BACKFLOW) ¹
5/8" & 3/4"		\$19.00	
1"		\$19.00	
1 1/2"		\$19.00	
2"	\$20.00	\$24.00	
3"	\$20.00	\$32.00	
4"	\$20.00	\$40.00	
6"	\$50.00	\$151.00	\$200.00
8"	\$60.00	\$201.00	\$250.00
10"	\$80.00	\$251.00	\$300.00
12"	\$110.00		\$350.00

¹ These rates are no longer available; they only apply to accounts established before backflow regulations.

STREET LIGHT CHARGE

Customers who are in a designated Street Light District will be assessed a monthly fee, as approved by the Board of Commissioners, on their water bill. This is a fee that is passed through the Water System to the County's Special Revenue Fund for Street Lights for costs associated with the street light program.

COMMODITY CHARGES

The commodity charges are based upon metered water consumption. These charges are billed to the consumer on a per thousand gallon basis. Wastewater charges are billed equal to metered water use.

RETAIL RATES

RESIDENTIAL WATER	TIER	IN-CITY ²	UNINCORPORATED COBB & MABLETON
	Tier 1 (1,000-3,000)	\$3.72 per 1,000 gallons	\$3.87 per 1,000 gallons
	Tier 2 (4,000-15,000)	\$5.75 per 1,000 gallons	\$5.97 per 1,000 gallons
	Tier 3 (16,000-29,000)	\$7.15 per 1,000 gallons	\$7.41 per 1,000 gallons
	Tier 4 (30,000-49,000)	\$8.37 per 1,000 gallons	\$8.68 per 1,000 gallons
	Tier 5 (50,000 and above)	\$10.87 per 1,000 gallons	\$11.26 per 1,000 gallons
NON- RESIDENTIAL WATER		\$5.64 per 1,000 gallons	\$5.87 per 1,000 gallons
IRRIGATION WATER		\$10.87 per 1,000 gallons	\$11.26 per 1,000 gallons
WASTEWATER		\$7.26 per 1,000 gallons	\$7.53 per 1,000 gallons

²Water and sewer rates for customers located inside the city limits of Acworth, Austell, Kennesaw, Powder Springs, Marietta, and Smyrna are slightly lower because the Water System does not provide stormwater services to these customers.

WATER AND SEWER ACCOUNT DEPOSIT CHARGES

RESIDENTIAL ACCOUNTS	Single Family	\$50.00
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NON- RESIDENTIAL ACCOUNTS**	METER SIZE	DEPOSIT*
	1"	\$180.00
	1 1/2"	\$400.00
	2"	\$700.00
	3"	\$1,600.00
	4"	\$2,800.00
	Greater Than 4"	Calculated by CCWS

*Amount listed or equal to 2 months billing, whichever is greater.

**Deposits for Multi-Family and Permitted Industries are calculated by CCWS.

IRRIGATION METER DEPOSITS	METER SIZE	DEPOSIT
	1"	\$200.00
	1 1/2"	\$400.00
	2"	\$600.00
	3"	\$1,100.00
	4"	\$1,600.00
	6"	\$3,400.00
	8"	\$5,300.00
	10"	\$7,700.00

Customer deposits are refundable upon 24 months of continuous excellent payment history. If the account becomes delinquent, another deposit will be required to be reinstated.

OTHER CHARGES AND CREDITS

SENIOR CITIZEN DISCOUNT	(\$7.00) per month
--	--------------------

To qualify the customer must be 65 years of age or older and have a gross annual income of less than \$17,240 annually (2020). This figure will be updated annually with HHS Poverty Index.

HIGH SERVICE AREA CHARGE	\$7.00 per month
---	------------------

A service charge for the customers that have water service in one of the identified high service area districts. This is to recover costs associated with having water available for potable and fire protection uses in these districts. (This charge is not currently being assessed. It is being evaluated. Board of Commissioners approval is required to reinstate this charge.)

WATER RETENTION CREDIT	Commercial, industrial, or institutional users of wastewater system will only be billed for wastewater service equal to the pre-determined percentage of water which is returned to the wastewater system. This credit is typically used in situations of product manufacturing or loss through evaporation (chillers or boilers).
---------------------------------------	--

SEPTAGE DISPOSAL FEE	\$11.00 per 100 gallons. (Maximum of \$110.00 per load.)
-------------------------------------	--

This is the amount billed for septage delivered to our wastewater plants for treatment and disposal.

INDUSTRIAL SURCHARGE RATES	BOD	Above 250 mg/l	\$0.0936
	TSS	Above 275 mg/l	\$0.1752
	NH3 (AMMONIA)	Above 15 mg/l	\$0.9934
	PHOS	Above 7.5 mg/l	\$1.7482
	Computation: Measured Strength (mg/l) - High Strength Limit (mg/l) x Wastewater Volume (millions of gallons) x 8.34 (conversion factor) x High Strength surcharge (\$ per pound).		

FIRE HYDRANT METER RENTAL	DEPOSIT	\$1,500.00
	SERVICE FEE	\$20.00/meter
	WATER	Equal to In-City Irrigation Rate \$10.87 /1,000 gallons
	DAILY RENTAL	\$5.00
	LOST METER	Cost of Equipment plus estimated usage of 500 gallons per day

TOILET REBATE PROGRAM FOR PROPERTIES BUILT IN 1992 OR BEFORE.	Eligibility is subject to program requirements.		
	SINGLE-FAMILY RESIDENTIAL	(\$100.00)/Toilet	Maximum 3 toilets per property
	NON-SINGLE-FAMILY RESIDENTIAL	(\$50.00)/Toilet	Maximum 100 toilets per property

WATER CONNECTION AND TAP FEES

WATER METER CONNECTION FEES				
WATER METER SIZE	DOMESTIC METER INSTALLATION ONLY (DROP IN METER)	SERVICE LINE & DOMESTIC METER INSTALLATION	IRRIGATION INSTALLED WITH DOMESTIC METER	IRRIGATION METER INSTALLATION ONLY³
3/4"	\$525.00	\$1,650.00		
1"	\$830.00	\$1,700.00	\$1,300.00	\$1,800.00
1 1/2"	\$1,200.00	\$1,800.00	\$1,600.00	\$1,950.00
2"		\$1,950.00	\$1,850.00	\$2,250.00
3"		\$4,000.00	\$2,680.00	\$4,250.00
4"		\$4,500.00	\$3,570.00	\$4,700.00
6"		\$10,000.00	\$9,370.00	\$11,000.00
8"		\$14,000.00	\$12,220.00	\$12,220.00
10"		\$19,500.00	\$17,960.00	\$17,960.00
12"		\$24,000.00		
³ If a new long-side service is required, then all the costs associated with the service line will be charged in addition to the irrigation meter fee.				
RESIDENTIAL WATER LINE FEE (County Installed Water Mains Only)			\$1,000.00	
COMMERCIAL WATER LINE FEE			\$25.00 per foot (100 ft. minimum) Churches \$1,000.00	

Typical Water Meter Installation Costs:

1. Developer installed water distribution system: water meter installation fee (by meter size) + Deposit
2. CCWS Installed distribution system: water meter installation fee (by meter size) + Water line fee (defined by type of installations) + Deposit

DOUBLE CHECK DETECTOR ASSEMBLY (DCDA) FEES		
DCDA SIZE	DCDA INSTALLATION	DCDA DEPOSIT
2"	\$4,500.00	\$50.00
3"	\$4,750.00	\$50.00
4"	\$5,000.00	\$50.00
6"	\$7,500.00	\$125.00
8"	\$9,500.00	\$150.00
10"	\$14,500.00	\$200.00
12"	\$21,500.00	\$250.00
Add deposit and applicable water line fee. This is a backflow prevention device.		

SPECIAL WATER ASSESSMENT AREAS	
Lost Mountain High Service Water Assessment	\$3,000.00 per Equivalent Residential Unit
Sweat Mountain High Service Water Assessment	\$3,000.00 per Equivalent Residential Unit
Brushy Mountain High Service Water Assessment	Within Contracted area (Shiloh Valley S/D, Phase I & II and the Columns at Shiloh Valley Apartments): \$681.00 per single family residence. Outside Contracted area: \$4,000.00 per acre.
Equivalent Residential Unit (ERU) = 400 gallons per day.	

WASTEWATER CONNECTION FEES

The System Development Fee (SDF) is based on Equivalent Residential Units (ERU) for single and multi-family residential units and for non-residential properties served by water meters greater than 4 inches in size. Fees are provided below.

FEE	RATE
Typical Single Family Residential SDF	\$2,900.00
Multi-Family SDF	Calculated by CCWS
Commercial 1" Meter SDF	\$5,220.00
Commercial 1 1/2" Meter SDF	\$11,600.00
Commercial 2" Meter SDF	\$20,300.00
Commercial 3" Meter SDF	\$46,400.00
Commercial 4" Meter SDF	\$81,200.00
Commercial Meter Greater than 4" SDF	Calculated by CCWS
Permitted Industry SDF	Calculated by CCWS
Willeo Basin SDF – Applies to All Residential and Non-Residential Properties Regardless of Meter Size	\$2,900.00 per ERU
Cobb to Paulding Pumpkinvine Creek SDF– Applies to All Residential and Non-Residential Properties Regardless of Meter Size	\$5,600.00 per ERU
Sewer Extension Fee	\$2,300.00 per connection plus SDF
Special Sewer Assessment Area Fee	Fee as defined in table below plus SDF
Residential Sewer Tap Installation Fee	\$1,100.00
Convenience Sewer Tap Installation Fee	Actual cost to CCWS

SPECIAL SEWER ASSESSMENT AREAS	
Brown Deer	\$2,300.00 per lot
Clark Creek Area Sewer Assessment	\$1,500.00 per acre/less flood plain
Due West Area Sewer Assessment	\$2,200.00 per acre/less flood plain (\$215.00 per acre for Area 1)
Elmwood Extension Sewer Assessment.	\$1,500.00 per acre
Flint Hill Road Sewer Assessment Area	Area # 1 - \$600.00 per acre Area # 2 - \$2,900.00 per acre
Hartman Road	\$2,400.00 per acre
Liberty Hill Sewer Assessment	\$14,200.00 per acre
Northwest Cobb Commercial Sewer Assessment Area	\$17,900.00 per acre
Old Highway 41 Sewer Assessment	\$13,000.00 per acre
Vinings Library Outfall Sewer Assessment	\$3,000.00 per acre
Winfred Drive Sewer Assessment	\$9,000.00 per acre
Woodland Brook	\$23,300.00 per lot

SERVICE CHARGES

Water Service $\leq$ 4" Service Establishment	\$25.00 per trip
Water Service $\geq$ 6" Service Establishment	\$50.00 per trip
Water Service Transfer to New Location	\$25.00
Same Day Service Request Fee (Water turn-on)	\$25.00
Service Termination Recheck	\$25.00
Water Running Recheck	\$25.00
Return Trip Fee	\$25.00
Weekend Service Turn-on Fee	\$75.00
Late Fee	\$10.00
Processing Fee - Delinquent Accounts (Dispatched)	\$50.00
Surcharge Same Day Restoration after 6 PM - Delinquent Accounts	\$75.00
Returned Checks	\$30.00
Broken Lock and Cap (Delinquent Accounts)	\$30.00
Reinstall Pulled Water Meter (Delinquent Accounts)	\$50.00
Lost / Stolen / Damaged Meter	\$300.00
Meter Testing / Reading Verification ³	\$25.00
Meter Installation Additional Trip Fee	\$25.00
³ Fee may be assessed for excessive verifications of accurate readings.	

UNAUTHORIZED WATER USE
Customer is notified to apply for water service.
Penalty for theft is \$250.00 plus estimated usage at irrigation rate
Citizen is also subject to prosecution of misdemeanor with penalty up to \$500.00 or 6 months imprisonment.

UNAUTHORIZED WATER USE DURING CURTAILMENT BAN	
This is for the enforcement of customers violating the outdoor watering ban and conservation policies per code section 122-61 and 122-84(k).	
First Violation	Customer is provided or it will be posted on the property a written notice of violation.
Second Violation (same property)	\$100.00
Third Violation (same property)	\$250.00
Fourth Violation and all others (same property)	\$500.00 Service Disconnect

UNAUTHORIZED DOMESTIC WASTEWATER USE
Customer is notified to apply for service and to pay connection fees.
Penalty for theft of service is \$250.00 plus estimated usage.
Citizen is also subject to prosecution of misdemeanor with penalty up to \$500.00 or 6 months imprisonment.

GOVERNMENT RATES

These rates apply only to local government customers with a wholesale wastewater contract with Cobb County Water System.

WATER GOVERNMENT RATES	
WATER METER SIZE	MONTHLY SERVICE CHARGE
5/8" & 3/4"	\$8.00
1"	\$17.00
1 1/2"	\$30.00
2"	\$51.00
3"	\$75.00
4"	\$114.00
6"	\$236.00
8"	\$367.00
10"	\$528.00
12"	\$550.00

WASTEWATER GOVERNMENT RATES	
Wastewater	\$6.01 per 1,000 gallons
Fulton County <10.32 MGD	\$2.82 per 1,000 gallons (Per Contractual Agreement)
Fulton County > 10.32 MGD	\$5.23 per 1,000 gallons (Per Contractual Agreement)

LEAK CREDIT GUIDELINES

Customers may be eligible for a credit on wastewater charges on water lost through a system leak or a damaged pool, subject to certain conditions. Customers may receive a credit no more than once annually and are required to submit documentation of repairs. The credit, if awarded, is based on no more than two billing periods and calculated from the difference between the subject period and 150% of the use for the same period during the previous year. The Water System has established a committee to evaluate requests.

RESOLUTION

Resolution authorizing the submission of a Georgia Transportation Infrastructure Bank grant application to the State Road and Tollway Authority for Bells Ferry Road over Noonday Creek, Project No. B2101.

WHEREAS, on November 12, 2024, the State Road and Tollway Authority (SRTA) issued a call for funding proposals under the Georgia Transportation Infrastructure Bank (GTIB) program; and

WHEREAS, applications are due by January 14, 2025, and will be competitively selected for award based on predetermined evaluation criteria; and

WHEREAS, the County desires to submit a GTIB application to SRTA for state funding assistance in the amount of \$2,000,000.00 for construction of the proposed project, Bells Ferry Road over Noonday Creek, Project No. B2101, which includes a bridge replacement on Bells Ferry Road, between Rockbridge Road and Lloyd Drive at the entrance of the Noonday Creek Trailhead; and

WHEREAS, SRTA's 2025 GTIB solicitation application requires that applicants provide local government body authorization of its application submittal; and

WHEREAS, the grant agreement for GTIB funding assistance, if awarded, will impose certain obligations upon the County, and will require the County to provide all necessary certifications and assurances to SRTA as required for the project.

NOW, THEREFORE, BE IT RESOLVED that the Cobb County Board of Commissioners supports the County's submission of a GTIB grant application to SRTA for the aforementioned project.

CERTIFICATION

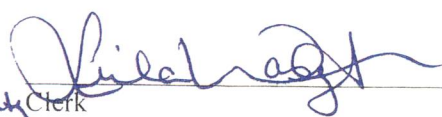
The undersigned duly qualified Chairwoman of the Cobb County Board of Commissioners, acting on behalf of the Cobb County Board of Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Cobb County Board of Commissioners held on December 10, 2024.

This 23rd day of Dec., 2024


Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners



Attest:


Deputy Clerk
Cobb County Board of Commissioners

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

12/10/24

