MINUTES OF REGULAR MEETING
COBB COUNTY BOARD OF COMMISSIONERS
MARCH 25, 2025
7:00 PM

The Regular Meeting of the Cobb County Board of Commissioners was held at 7:00 p.m., on Tuesday, March 25, 2025, 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 Gambrill
Commissioner Monique Sheffield

CALL TO ORDER

Chairwoman Cupid called the meeting to order at 7:02 p.m.

PRESENTATIONS

1. To present Certificates of Achievement to the Lassiter High School Speech and Debate Team.

Commissioner Birrell presented Certificates of Achievement to the Lassiter High School's Speech and Debate Team in recognition of securing the State Championship in Speech Sweepstakes and finishing as the State Runner-Up in Overall Sweepstakes.

2. To present a Certificate of Recognition to Olivia Leigh Evans for her community service and for encouraging other children to get involved.

Commissioner Gambrill presented a Certificate of Recognition to Olivia Leigh Evans for her community service and for encouraging other children to get involved.

PUBLIC COMMENT

1. Samuel Foster addressed the Board regarding bike parking and pedestrian and cyclist safety.
2. Rosser Southerland addressed the Board regarding crime around the old DFACS building.
3. Donald Barth addressed the Board regarding a community church group and zoning stipulations.
4. Christine Rozman addressed the Board regarding Zoning, Keep Cobb Beautiful, and the Sheriff's Office.
5. JT Jackson addressed the Board regarding pedestrian safety.
6. Craig Harfoot addressed the Board regarding various matters.

MOTION TO ADD NON-AGENDA ITEM

Motion by Sheffield, second by Birrell, to **approve** the addition of the following agenda item to be added to the end of Consent:

• *To approve a Transfer Agreement between Cobb County and the Mableton Development Authority and associated Resolution for the Series 2015 bonds for property sufficient to accommodate the proposed South Cobb Public Health Center (the "Center") on Riverside Parkway.*

VOTE: **ADOPTED** 4-0

CONSENT AGENDA

MOTION: Motion by Cupid, second by Sheffield, to **approve** the following items on the Consent Agenda, *as revised with the following exceptions*; and **authorize** execution of the necessary documents by the appropriate County personnel.

- Item 29 – Withdrawn from the agenda
- Item 30 – Withdrawn from the agenda

Water System

3. To approve final funding for Cobb County Water System utility improvements and relocation work associated with the City of Powder Springs Brownsville Road Improvements, Program No. W2421.

To **approve** the final funding for Cobb County Water System utility improvement work, a savings to the project in the amount of $62,150.00, associated with the City of Powder Springs Brownsville Road Improvements, Program No. W2421; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

No additional funding is required for City of Powder Springs Brownsville Road Improvements, Program W2421.

Decrease Encumbrance:			
GAE 51002142315	510-500-5754-8260	W2421-C	$62,150.00

Transfer from:			
City of Powder Springs Brownsville Road Improvements			
Construction	510-500-5754-8260	W2421-C	$62,150.00
Materials & Supplies	510-500-5754-8265	W2421-M	$10,000.00
Contingency	510-500-5754-8810	W2421-T	$ 4,440.00
Total			$76,590.00

Transfer to:			
Unidentified New/Replacement Water Mains			
Preliminary Estimates	510-500-5754-8005	W1503-Z	$76,590.00

4. To approve Change Order No. 2 (final) to the construction contract with R2T, Inc. for the FY21 Multiple Pump Stations Projects, Program No. S5036.

To **approve** Change Order No. 2 (final) to the construction contract with R2T, Inc., a savings to the project in the amount of $18,056.13, for FY21 Multiple Pump Station Projects, Program No. S5036; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

No additional funding is required for the Water System's FY21 Multiple Pump Station Projects, Program No. S5036.

Decrease Encumbrance:			
GAE 51012152013	510-500-5755-8260	S5036-C	$18,056.13
Transfer from:			
FY21 Multiple Pump Station Projects			
Construction	510-500-5755-8260	S5036-C	$18,056.13
Materials & Supplies	510-500-5755-8265	S5036-M	$ 5,000.00
Contingency	510-500-5755-8810	S5036-T	$21,475.01
Total			$44,531.14
Transfer to:			
Miscellaneous Pump Station Upgrades			
Preliminary Estimates	510-500-5755-8005	S5014-Z	$44,531.14

5. To approve a work order under the FY25 – FY26 Comprehensive Water and Sewer Unit Price Contract with K.M. Davis Contracting Co., Inc. for Thompson Creek Streambank Stabilization at Liberty Lane, Program No. SW2330.

To **approve** a work order under the FY25 – FY26 Comprehensive Water and Sewer Unit Price Contract with K.M. Davis Contracting Co., Inc., in the amount of $74,474.92, for Thompson Creek Streambank Stabilization at Liberty Lane, Program No. SW2330; **authorize** the corresponding budget transaction; and **further authorize** the Chairwoman to execute the necessary documents.

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

Transfer from:			
Stormwater Multi-Year Budget			
Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	$74,474.92
Transfer to:			
Thompson Creek Streambank Stabilization at Liberty Lane			
Drainage Contract R&M Service	510-500-5758-6496	SW2330-C	$74,474.92

6. To approve an agreement with Engineering Strategies, Inc. for consulting services for South Cobb Water Reclamation Facility Biosolids Thickening System Replacement, Program No. T3027.

To **approve** an agreement with Engineering Strategies, Inc. in the amount of $1,200,265.00, for consulting services for South Cobb Water Reclamation Facility Biosolids Thickening System Replacement, Program No. T3027; **authorize** the corresponding budget transaction; and **further authorize** the Chairwoman to execute the necessary documents.

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

Transfer from:			
Water Reclamation Facilities - Misc			
Preliminary Estimates	580-500-6954-8005	T5002-Z	$1,200,265.00
Transfer to:			
South Cobb Water Reclamation Facility Biosolids Thickening System Replacement			
Engineering-Basic Fees	580-500-6954-8225	T3027-E	$1,200,265.00

7. To approve work orders under the FY25-FY26 Stormwater Management Unit Price Contract and FY25-FY26 Comprehensive Water and Sewer Unit Price Contract with HD Excavations & Utilities LLC for 3806 Charmouth Court, Program No. SW2135, and 3806 Charmouth Court Sewer Replacement, Program No. S1153.

To **approve** work orders under the FY25-FY26 Stormwater Management Unit Price Contract and FY25-FY26 Comprehensive Water and Sewer Unit Price Contract with HD Excavations & Utilities LLC, in the total amount of $99,445.91, for 3806 Charmouth Court, Program No. SW2135; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Funding is available in the Water Systems CIP Budget as follows:

Transfer from:			
Stormwater Multi-Year Budget			
Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	$49,550.63
Water, Sewer, and Miscellaneous Services			
Construction	510-500-5752-8260	C0171-C	$49,895.28
Total			$99,445.91
Transfer to:			
3806 Charmouth Court			
Drainage Contract R&M Service	510-500-5758-6496	SW2135-C	$49,550.63
3806 Charmouth Court Sewer Replacement			
Construction	510-500-5755-8260	S1153-C	$49,895.28
Total			$99,445.91

Transportation

8. To authorize an advertisement to conduct a public hearing for the proposed closure and abandonment of the unimproved section of Wynn Drive, located in Land Lot 811 of the 16th District, 2nd Section, Cobb County, Georgia.

To **authorize** advertisement to conduct a public hearing for the proposed closure and abandonment of the unimproved section of Wynn Drive, located in Land Lot 811 of the 16th District, 2nd Section, Cobb County, Georgia.

Public Services Agency

Library System

9. To authorize the application for and the acceptance of the Georgia Humanities Grant for the Cobb County Public Library "Unsung Heroes: African American Soldiers in William T. Sherman's Army" project.

To **authorize** the application for and acceptance of the Georgia Humanities Grant in the amount of $1,800.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Increase Revenue:	270-080-LI45-4508	(Local Grant)	$1,800.00
Increase Expenditure:	270-080-LI45-6601	(Other Miscellaneous Expenses)	$1,800.00

10. To authorize the application for and acceptance of the Lois Lenski Covey Foundation Bookmobile Grant.

To **authorize** the application for and acceptance of the Lois Lenski Covey Foundation Bookmobile Grant in the amount of $3,000.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Increase Revenue:	270-080-LI46-4508	(Local Grants)	$3,000.00
Increase Expenditure:	270-080-LI46-6154	(Library Materials)	$3,000.00

11. To authorize the acceptance of the Library Digital Connectivity Grant from the Board of Regents, Georgia Public Library Service and approve a Customer Agreement with Mobile Beacon.

To **authorize** the acceptance of the Library Digital Connectivity Grant funding from the Board of Regents, Georgia Public Library Service, in the amount of $84,911.61; **approve** the Mobile Beacon Customer Agreement with Educational Broadband Service Agency LLC d/b/a Mobile Beacon; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Increase Revenue:	270-080-S163-4455	(Department of Education)	$84,911.61
Increase Expenditure:	270-080-S163-6258	(Accountable Equipment)	$84,911.61

Support Services Agency

Information Technology Services

12. To approve a Purchasing Instrument with CDW-Government (CDW-G) to purchase Broadcom VMWare Software under provisions of Cobb County Contract # 23-6692-02 for Technology Product Solutions and Related Services with CDW Government.

To **approve** a five-year Purchasing Instrument and Supplemental Terms and Conditions, in an amount not to exceed $1,501,422.00, under provisions of Cobb County Contract # 23-6692-02 for Technology Product Solutions and Related Services with CDW Government for VMWare Cloud Foundation; **authorize** the corresponding budget transactions; and **further authorize** the Procurement Director to execute the necessary documents.

FY 2025 Funding is available in Information Technology Services Operating Maintenance budget as follows:

010-035-0400-6491	$300,284.40

13. To approve Amendment 1 to the Purchasing Instrument with Prosys Information Systems, Inc. (Prosys) for the annual true-up of the Cisco Security Enterprise Agreement (EA), under provisions of a Georgia Department of Administrative Services (DOAS) contract.

To **approve** Amendment 1 to the Purchasing Instrument for Cisco Security Enterprise Agreement for Cisco Security Choice, for the 2025 true-up in the amount of $976,392.32, under provisions of Georgia Department of Administrative Services Contract #99999-SPD-T20120501-0006 GA Networking Equipment and IT Infrastructure Products with Prosys Information Systems; **authorize** the corresponding budget transactions; and **further authorize** the Procurement Director to execute the necessary documents.

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

380-035-4538-6491	(Cyber Security Project Maintenance)	$976,392.32

14. To authorize the Procurement Director to purchase technical support services greater than $100,000.00, under provisions of a Georgia Department of Administrative Services (DOAS) contract with Prosys Information Systems for Cisco SmartNet Support for Cobb County's data communication network.

To **authorize** the Procurement Director to purchase technical support services in an amount not to exceed $212,928.26, under provisions of Georgia Department of Administrative Services Contract #99999-SPD-T20120501-0006 GA Networking Equipment and IT Infrastructure Products with Prosys Information Systems for Cisco SmartNet Support for Cobb County's data communication network; **authorize** the corresponding budget transactions; and **further authorize** the Procurement Director to execute the necessary documents.

Funding is available in the FY 2025 operating budgets as follows:

General Fund	010-035-0400-6497	$170,342.61
Fire Fund	230-130-1000-6491	$27,680.67
Water Fund	500-500-5100-6491	$14,904.98
Total		**$212,928.26**

15. To approve Amendment 1 to the contract with Carahsoft Technology Corp. (Carahsoft), for reinstatement and a 1-year renewal to the agreement for Salesforce 311/Customer Relationship Management Software (311/CRM) implementation and software licenses.

To **approve** Amendment 1 to Addendum 3 and Supplemental Terms and Conditions for SOW No. 5 Cobb County CRM Build Case Management 311 Model, Integrations, Community Portal, and System Support with Carahsoft (Addendum 3); under provisions of National Association of State of Procurement Officials (NASPO) ValuePoint, and Master Agreement No. AR2472 and Georgia Department of Administrative Services (DOAS) Participating Addendum Contract Number 99999-SPD-520190814-0001, with Carahsoft Technology Corp., to reinstate and renew Addendum 3 for I-year through March 12, 2026; and **authorize** the Chairwoman to execute the necessary documents.

Available in the ITS Subscription Service Fee budget as follows:

010-035-0400-6349	(Subscription Service Fees)	$151,226.22

16. **To approve Equipment Lease Agreement Number 20250311-00.81 with Novatech, Inc. for lease/rental of eighty-one (81) multifunctional digital copiers pursuant to an existing Master Lease Agreement.**

To **approve** Equipment Lease Agreement Number 20250311-00.81 and accompanying Equipment Schedules with Novatech, Inc. from an existing Master Lease Agreement, in an amount not to exceed $733,579.05 (60 months of lease/rental payments in FY 2025 - FY 2030) to finance the leasing of eighty-one (81) copiers, which includes six (6) new copiers and replacement of seventy-five (75) aging copiers in the third quarter of FY 2025; **authorize** the corresponding budget transactions; and **further authorize** the Procurement Director to execute the necessary documents.

Funding for the FY 2025 lease payments is available as follows:

ITS Printing & Records	010-035-0915-6532 (Equipment Lease)	$74,751.78
PARKS	010-106-3100-6532 (Equipment Lease)	$ 911.94
Senior Services	277-300-F086-04SF-6532 (Equipment Lease)	$ 877.02
Senior Services	010-300-0075-0091-6532 (Equipment Lease)	$ 877.02
Senior Services	277-300-F086-02SF-6532 (Equipment Lease)	$ 498.66
Sheriff	010-210-9240-6532 (Equipment Lease)	$ 2,073.00
Water	500-500-5100-6532 (Equipment Lease)	$ 7,341.42

Property Management

17. **To approve a Purchase Agreement with MaxAir Mechanical Inc. for the purchase and installation of the HVAC controls system at Powder Springs Station, a capital improvement project.**

To **approve** a Purchase Agreement with MaxAir Mechanical Inc. for the purchase and installation of the HVAC controls system, in an amount not to exceed $256,546.00, at Powder Springs Station; **authorize** the corresponding budget transactions; and **further authorize** execution of the Purchase Order through the Procurement Services Director.

Funding is available in the FY25 Property Management's Capital project budget as follows:

010-110-3640-8435	(Heating, Vent., & AC Equip.)	$256,456.00

18. **To approve a temporary easement with Georgia Power Company to install temporary electrical service at the Public Safety Firing Range, located at 2435 East West Connector, Austell, Georgia.**

To **approve** a temporary easement with Georgia Power Company to install temporary electrical service at the Public Safety Firing Range; and **authorize** the Chairwoman to execute the necessary documents.

19. **To approve a contract with Cliff's Fire Extinguisher Co., Inc. for the Pre-Action Fire Sprinkler System related to the renovations of 1975 West Oak Circle, Marietta, GA 30062 for the Records Services Division.**

To **approve** a contract with Cliff's Fire Extinguisher Co., Inc., in the amount not to exceed $497,657.83, for the Pre-Action Fire Sprinkler System related to the renovation of the Records Services Division, located at 1975 West Oak Circle, Marietta, GA 30062; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Funding is available in the FY25 Real Estate budget with the following budget transfers:

Decrease Expenditure:	010-110-3640-8135	(Other Capital Expenditures)	$300,000.00
Increase Expenditure:	010-125-0655-8110	(Reno. of Bldg. & Structure)	$300,000.00
Available in FY2025:	010-125-0655-8110	(Reno. of Bldg. & Structure)	$197,657.83

Create a GAE in the amount of $497,657.83.

20. **To approve a temporary easement with Georgia Power Company to install temporary electrical service at Cobb County Fire Station 2, located at 208 Barber Rd, Marietta, GA.**

To **approve** a temporary easement with Georgia Power Company to install temporary electrical service at Cobb County Fire Station 2; and **authorize** the Chairwoman to execute the necessary documents.

21. To amend a previously approved action for the approval of Supplemental Agreement No. 1 to the agreement with Carroll Daniel Construction Co. for the Public Safety Building renovation and approve the Supplemental Agreement No. 2 with the updated contracted amount.

To **amend** a previously approved action to approve the Supplemental Agreement No. 2 with Carroll Daniel Construction Co. for the total GMP, in the amount not to exceed, $23,999,297.00; and **authorize** the Chairwoman to execute the necessary documents.

Public Safety Agency

Fire and Emergency Services

22. To authorize the Procurement Services Director to purchase structural firefighting garments or turnout gear from Sourcewell LION First Responder Firefighter, in an amount greater than $100,000.00, under provisions of Sourcewell PPE# 010424-LIO.

To **authorize** the purchase of structural firefighting garments or turnout gear from NAFECO, in an amount not to exceed $105,910.00, under provisions of Sourcewell contract #010424-LIO; **authorize** the Procurement Director to execute the necessary documents; and **further authorize** the corresponding budget transactions.

Funding is available within the approved FY25 CCFES Budget:

230-130-1000-1013-6256	Personal Protective Equipment (PPE)	$105,910.00

23. To approve a renewal agreement with Ten-8 Fire and Safety Equipment of Georgia LLC.

To **approve** the renewal agreement with Ten-8 Fire and Safety Equipment of Georgia LLC; **authorize** any corresponding budget transactions; and **further authorize** the Chairwoman to execute any necessary documents.

Rental revenue will be posted to the Fire Fund as follows:

230-130-1000-4870	Rental of Real Estate and Equipment

24. <u>To authorize the acceptance of a sponsorship from the Colonial Pipeline Company for two firefighting personnel to attend industrial petroleum fire training.</u>

To **authorize** the acceptance of a donation from the Colonial Pipeline Company, in the amount up to $9,000.00 for the sponsorship of two firefighting personnel to attend industrial petroleum fire training; and **further authorize** the corresponding budget transactions.

Funding is available with the following budget appropriation:

Increase Revenue	230-130-1000-4920	Gifts & Donations	$9,000.00
Increase Expenditure	230-130-1000-6394	Registration Fees	$5,500.00
Increase Expenditure	230-130-1000-6400	Travel Expense - Training	$3,500.00

<u>Emergency Management</u>

25. <u>To authorize the acceptance of funds from the Emergency Management Performance Grant, known as the Performance Partnership Agreement Grant in Georgia, from the Georgia Emergency Management Agency.</u>

To **authorize** the acceptance of the Emergency Management Performance Grant (EMPG), considered the Performance Partnership Agreement Grant in Georgia, from the Georgia Emergency Management Agency (GEMA) in the amount of $50,000.00 for the purchase of professional services, training, equipment and supplies; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Funding will be available in the Grant Fund with the following appropriations:

Increase Revenue:	270-130-F095-4493	(GEMA)	$50,000.00
Increase Expenditure:	270-130-F095-8820	(Undesignated Cont.)	$5,000.00
Increase Expenditure:	270-130-F095-8605	(Autos, Vans, Trucks, & Motorcycles)	$45,000.00

Community Development

26. To adopt a resolution extending the temporary moratorium regarding the acceptance of special land use permit applications for new purpose-built student housing.

To **adopt** a resolution extending the temporary moratorium to suspend the acceptance of all applications for special land use permit applications for purpose-built student housing for 180 days while staff reviews and makes proposed amendments to the purpose-built student housing ordinance, unless such amendments are submitted and approved by the Board of Commissioners prior to that date. A copy of said resolution is attached and made a part of these minutes.

Risk and Safety

27. To authorize an increase in settlement authority levels for the Director of Risk and Safety and the County Manager to settle liability claims against the County and/or its employees.

To **authorize** an increase in settlement authority levels for the Risk and Safety Director to $50,000.00 and the County Manager's authority to $150,000.00.

Finance

28. 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.

29. Withdrawal of request to approve the reallocation of funding within the Chairwoman's FY2025 Budget from Contingency to Operating.

This item was withdrawn from the agenda.

30. Withdrawal of request to approve a fourth 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.

This item was withdrawn from the agenda.

31. **To adopt a resolution authorizing and approving the waiver of a requirement under the Amended and Restated Galleria Operating Agreement, dated as of September 1, 2023 (the "2023 Operating Agreement") between the County and the Cobb-Marietta Coliseum and Exhibit Hall Authority (the "Authority") with respect to a Nonconforming City Funding Agreement and a Nonconforming City Operating Agreement (each as defined in the 2023 Operating Agreement), subject to continuing the delegation of authority to the County Review Team (as defined in the 2023 Operating Agreement) to approve or deny on behalf of the County extensions of time on a month-to-month basis until no later than June 30, 2025, within which the Authority must satisfy certain requirements of the 2023 Operating Agreement and the Amended and Restated Convention Funding Agreement, dated as of September 1, 2023 (the "2023 Funding Agreement"), between the County and the Authority, prior to the Authority issuing new bonds payable from Hotel/Motel Tax revenues and a portion of Liquor-by-the-Drink Tax revenues to finance the Authority's proposed projects.**

To **adopt** a resolution authorizing and approving the waiver from the Conforming City Agreements requirement of the 2023 Operating Agreement with respect to the one Remaining City unless and until the Remaining City elects to enter into Conforming City Agreements, subject to 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 June 30, 2025 in order to grant additional time during which the Cobb-Marietta Coliseum and Exhibit Hall Authority will seek to satisfy the Conforming City Agreements requirement with respect to the Remaining City and to ensure the County continues to receive timely status updates in order to monitor compliance with the Additional Bonds Tests and other requirements of the 2023 Agreements to be satisfied prior to the issuance of the Proposed 2025 Bonds payable from Hotel/Motel Tax revenues and a portion of Liquor-by-the-Drink Tax revenues to finance the Authority's proposed project. A copy of said resolution is attached and made a part of these minutes.

CDBG

32. **To accept and allocate additional funding for the Community Services Block Grant program provided by the Georgia Department of Human Services.**

To **accept** and allocate additional funding for the Community Services Block Grant program provided by the Georgia Department of Human Services; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

The budget appropriations account for the additional funds in the amount of $27,422.74.

33. To authorize a lease extension and Fourth Amendment of Lease with Attic IX Self Storage L.L.C. for office space for the Community Development Block Grant Program Office located at 192 Anderson Street, Suite 150, Marietta, GA 30060.

To **authorize** a lease extension and Fourth Amendment of Lease with Attic IX Self Storage L.L.C. for office space for the Community Development Block Grant Program Office located at 192 Anderson Street, Suite 150, Marietta, GA 30060 and **further authorize** the Chairwoman to execute the necessary documents in a form substantially similar to that presented.

Funding for the lease term fees is predicated on the receipt of the HUD allocation of CDBG and HOME funding administered annually by the CDBG Program Office.

County Clerk

34. To approve minutes.

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

- March 10, 2025 - Agenda Work Session
- March 11, 2025 - BOC Regular
- March 18, 2025 - BOC Zoning Hearing

35. To approve a Transfer Agreement between Cobb County and the Mableton Development Authority and associated Resolution for the Series 2015 bonds for property sufficient to accommodate the proposed South Cobb Public Health Center (the "Center") on Riverside Parkway.

To **approve** a Transfer Agreement between Cobb County and the Mableton Development Authority and associated Resolution for the Series 2015 bonds for property sufficient to accommodate the proposed South Cobb Public Health Center on Riverside Parkway; **authorize** any necessary corresponding budget transactions; and **further authorize** the Chairwoman to execute the Transfer Agreement, Resolution, and any additional necessary documents. A copy of said resolution is attached and made a part of these minutes.

CONSENT VOTE: **ADOPTED 4-0**

REGULAR AGENDA

Water System

36. To approve an increase to Cobb County Water System's wholesale wastewater rates to become effective May 1, 2025, and annual rate increases through January 1, 2029.

Motion by Cupid, second by Sheffield, to **approve** an increase to Cobb County Water System's wholesale wastewater rates to become effective May 1, 2025, and annual rate increases through January 1, 2029.

VOTE: **ADOPTED 4-0**

Transportation

37. To approve an Intergovernmental Agreement with the City of Powder Springs for resurfacing on Carter Road, Resurfacing Contract 2025-3 Local Roads (South), Project No. B2918.

Motion by Sheffiled, second by Birrell, to **approve** an Intergovernmental Agreement with the City of Powder Springs, in an amount not to exceed $75,000.00, for resurfacing on Carter Road, Resurfacing Contract 2025-3 Local Roads (South), Project No. B2918; **authorize** the corresponding budget transactions; and **further authorize** the Chairwoman to execute the necessary documents.

Appropriate receipt of funding from the City of Powder Springs to the 2022 SPLOST Transportation Improvements Program Fund, as follows:

Increase Revenue:	348-050-B290-B290-4506-B2918-C	Other Local Revenue	$75,000.00
Increase Expenditure:	348-050-B290-B290-8762-B2918-C	Turnkey Construction	$75,000.00

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, Roadway Resurfacing.

Resurfacing 2025-3 Local Roads (South) is an eligible project/program under the Roadway Resurfacing Component of the 2022 SPLOST Transportation Improvements (2022 Cobb SPLOST Renewal, pp. 1, 12). SPLOST funds will be used for resurfacing activities, including milling, patching, leveling, and resurfacing of various roadways throughout the county.

SPLOST Component Summary as of March 3, 2025: Roadway Resurfacing

Budget:	$216,478,618.49	Encumbered/Expended:	$172,525,658.21

VOTE: **ADOPTED 4-0**

38. To approve a contract with D&H Construction Company, Inc., for drainage system repairs on Spencers Trace, Project No. B22151, Cobb DOT Contract No. 002423.

Motion by Birrell, second by Sheffield, to **approve** a contract with D&H Construction Company, Inc., in an amount not to exceed $446,432.00, for drainage system repairs on Spencers Trace, Project No. B22151, Cobb DOT Contract No. 002423; **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	$406,432.00
Transfer to:	348-050-B220-B220-8762-B22151-C	Turnkey Construction	$406,432.00

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, Drainage System.

Spencers Trace Drainage 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 March 3, 2025: Drainage System

Budget:	$22,762,164.36	Encumbered/Expended:	$17,119,466.75

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	$45,000.00
Transfer to:	Cobb DOT Spencers Trace Drainage		
	510-500-5756-6496-W5119-C	Drainage Contract R&M Svc.	$40,000.00
	510-500-5756-8265-W5119-M	Materials and Supplies	$ 4,000.00
	510-500-5756-8810-W5119-T	Contingency	$ 1,000.00
		Total:	$45,000.00

VOTE: **ADOPTED 4-0**

39. **To approve the submission of proposed grant applications to Congressional delegation members for Fiscal Year 2026 Congressionally Directed Spending funding requests for the following five projects: Dallas Highway at Lost Mountain Road/Mars Hill Road, Project No. X2305; South Cobb Transit Center, Project No. X2417; Old 41 Highway, Project No. X2609; Bells Ferry Road Bridge over Noonday Creek, Project No. B2101; and Factory Shoals Pedestrian Bridge over Interstate 20, Project No. AR16.**

Motion by Cupid, second by Birrell, to **approve** the submission of proposed grant applications to Congressional delegation members for Fiscal Year 2026 Congressionally Directed Spending funding requests for the following five projects: Dallas Highway at Lost Mountain Road/Mars Hill Road, Project No. X2305; South Cobb Transit Center, Project No. X2417; Old 41 Highway, Project No. X2609; Bells Ferry Road Bridge over Noonday Creek, Project No. B2101; and Factory Shoals Pedestrian Bridge over Interstate 20, Project No. AR16.

VOTE: **ADOPTED 4-0**

40. <u>To authorize procurement of a five-year communication service plan for Advanced Transportation Management Systems – 2025 School Flasher Communication, Project No. B2514.</u>

Motion by Cupid, second by Birrell, to **authorize** the sole source procurement of a five-year communication service plan from Transportation Control Systems, in an amount not to exceed $156,960.00, for Advanced Transportation Management Systems – 2025 School Flasher Communication, Project No. B2514; and **further authorize** the corresponding budget transaction.

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

Transfer from:	348-050-B250-B250-8005-B2510-A	Preliminary Estimate	$156,960.00
Transfer to:	348-050-B250-B250-6386-B2514-O	Data Plan	$156,960.00

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, Traffic Management, Transportation Technology, and Planning.

ATMS - 2025 School Flasher Communication is an approved project/program under the Traffic Management, Transportation Technology, and Planning Component of the 2022 SPLOST Transportation Improvements (2022 Cobb SPLOST Renewal, 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 March 3, 2025: ATMS - 2025 School Flasher Communication (new project as of 03/25/25)

Budget:	$0.00	Expended:	$0.00

Adjusted SPLOST Project Summary, following requested budget transfer:

Adjusted Budget: $156,960.00

VOTE: **ADOPTED 4-0**

Support Services Agency

Property Management

41. To approve a Purchase Agreement with MaxAir Mechanical Inc. for the replacement of the HVAC Roof Top Unit, ductwork, and controls at 3830 South Cobb Drive, Smyrna, Georgia for Cobb Treatment Courts under Property Management's 2022 SPLOST project, Program B0910.

Motion by Sheffield, second by Birrell, to **approve** a Purchase Agreement with MaxAir Mechanical Inc., in the amount not to exceed $219,855.00, for the replacement of the HVAC Roof Top Unit, ductwork, and controls, at 3830 South Cobb Drive Smyrna, Georgia for Cobb Treatment Courts; **authorize** the corresponding budget transactions; and **further authorize** Procurement Services Director to execute the necessary documents.

Funding is available in the 2022 SPLOST Support Services Facilities Improvement Program Fund:

348-110-B091-8110-B0910-C	$219,855.00

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, Support Services improvements. The renovation of county-owned facilities is an eligible capital improvement project/program under the 2022 SPLOST and is an approved project of Property Management (Cobb County 2022 SPLOST, p. 42) which provides for improvements to facilities and equipment.

SPLOST Project Summary as of March 1, 2025: Property Management Projects, Program B0910

Current Budget:	$13,578,988.80
Actual Encumbrances:	$ 2,541,637.60
Encumbrances:	$ 801,634.18
Pre-Encumbrances:	$ 91,225.00
Amount Remaining in the Project:	$10,235,717.02

VOTE: **ADOPTED 4-0**

42. <u>To authorize the replacement of the existing flooring in support of the renovation for Cobb Treatment Courts, located at 3830 South Cobb Drive, Smyrna, a 2022 SPLOST project, Program B0910.</u>

Motion by Sheffield, second by Birrell, to **authorize** the replacement of the existing flooring, in the amount not to exceed $66,495.20, by Southeast Commercial Flooring, Inc., at Cobb Treatment Courts, located at 3830 South Cobb Drive, Smyrna, a 2022 SPLOST project, Program B0910; **authorize** the corresponding budget transactions: and **further authorize** execution by Purchase Order through Procurement Services Department.

Funding is available in the 2022 SPLOST Support Services Facilities Improvement Program Fund:

348-110-B091-8110-B0910-C	$66,495.00

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, Support Services improvements. The renovation of county-owned facilities is an eligible capital improvement project/program under the 2022 SPLOST and is an approved project of Property Management (Cobb County 2022 SPLOST, p. 42) which provides for improvements to facilities and equipment.

SPLOST Project Summary as of March 1, 2025: Property Management Projects, Program B0910

Current Budget:	$13,578,988.80
Actual Expenditures:	$ 2,541,637.60
Encumbrances:	$ 801,634.18
Pre-Encumbrances:	$ 91,225.00
Amount Remaining in the Project:	$10,235,717.02

VOTE: **ADOPTED 4-0**

<u>PUBLIC COMMENT</u>

1. Susan Strevens addressed the Board regarding the budget.

APPOINTMENTS

43. To announce the appointments of Iris Simmons, Dennette Thornton, David Young, and Peta Parkinson to the Workforce Development Board.

Chairwoman Cupid announced the appointments of Iris Simmons, Dennette Thornton, David Young, and Peta Parkinson to the Workforce Development Board for a three-year term to expire June 30, 2027.

ADJOURNMENT

The meeting was adjourned at 7:55 p.m.

Leila Washington
Deputy County Clerk
Cobb County Board of Commissioners

Reference No. 22409

STATE OF GEORGIA

COBB COUNTY March 25, 2025

RESOLUTION EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE OF SPECIAL LAND USE PERMIT APPLICATIONS FOR NEW PURPOSE-BUILT STUDENT HOUSING IN COBB COUNTY AND FOR OTHER PURPOSES

WHEREAS, Cobb County is a political subdivision of the State of Georgia; and

WHEREAS, the Board of Commissioners is the county governing authority; and

WHEREAS, the Board of Commissioners finds that public and private universities in Cobb County provide residents with education opportunity and businesses with a qualified workforce; and

WHEREAS, the Board of Commissioners finds that public and private universities in Cobb County impacts the needs for resources including housing; and

WHEREAS, the Board of Commissioners finds that purpose-built student housing impacts the surrounding community; and

WHEREAS, the Board of Commissioners amended Section 134-37 of the Official Code of Cobb County, Georgia in 2019 to require a special land use permit for new purpose-built student housing developments and to provide appropriate standards for such developments; and

WHEREAS, the Board of Commissioners has determined it to be in the immediate interest of the citizens of Cobb County and of immediate concern to the health, safety and welfare of the public to maintain the status quo until Cobb County can amend the Official Code of Cobb County, Georgia to review and amend the regulations for purpose-built student housing within unincorporated Cobb County in order to serve its public; and

WHEREAS, the Board of Commissioners adopted a 180-day moratorium on the acceptance of special land use permit applications for new purpose-built student housing developments on October 8, 2024;

NOW, THEREFORE, BE IT RESOLVED by the Cobb County Board of Commissioners that in order to accomplish the foregoing, extends the temporary moratorium on the acceptance of special land use permit applications for new purpose-built student housing developments in order for Cobb County to review and amend its current ordinances and regulations. This moratorium shall be extended for 180 days or until Cobb County has properly amended its ordinances regarding purpose-built student housing.

The above Resolution was read and approved by the Cobb County Board of Commissioners, Georgia on the 25th day of March, 2025.

Approved:

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

For **Pam Mabry, County Clerk**, Deputy Clerk
(SEAL)

COBB COUNTY GEORGIA BOARD OF COMMISSIONERS

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/25/25

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 25th of March 2025

Reference No. 28

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 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 SUCH OPERATING AGREEMENT, AND AUTHORIZING AND APPROVING A WAIVER OF A REQUIREMENT UNDER SUCH OPERATING AGREEMENT SUBJECT TO CERTAIN CONDITIONS WITH RESPECT TO PROPOSED 2025 BONDS UNDER SUCH FUNDING AGREEMENT AND SUCH OPERATING AGREEMENT, 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; all capitalized terms used, but not defined, herein shall have the meanings assigned thereto under the 2023 Agreements;

WHEREAS, in addition to a number of "Additional Bonds Tests" set forth in Section 3.3(b) of the Funding Agreement and other conditions precedent to undertaking the issuance of Additional Bonds set forth in the 2023 Agreements, 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, September 24, 2024, and December 10, 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 December 10, 2024 Resolution extending the delegation of authority to the County Review Team to no later than March 31, 2025, 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 March 31, 2025, 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 it intends to proceed to issue Additional Bonds payable from Tax Revenues during calendar year 2025 to pay all or a portion of the costs of certain proposed [**renovations and expansions**] of the Galleria Project (the "Proposed 2025 Bonds")

WHEREAS, in addition to the aforesaid delegations of authority to grant extensions, at the request of the Authority certain of the Delegation Resolutions also granted certain waivers or consents to certain deviations from requirements of the Funding Agreement or the Operating Agreement in connection with the initial issuance of the Proposed 2025 Bonds, and in certain cases such waivers or consents were conditioned upon the County Staff Team or the County Review Team receiving and approving or consenting to additional information in connection with such waiver or consent prior to the issuance of the Proposed 2025 Bonds, including, without limitation the consent granted in the December 10, 2024 Delegation Resolution to a credit toward the Capitalized Interest Full Funding Amount (as defined in the aforesaid December 10, 2024 Delegation Resolution) required to be deposited in the capitalized interest account under the Senior Lien Indenture for the Proposed 2025 Bonds;

WHEREAS, the Authority has notified the County that (excluding the Unique City, as waived by the December 12, 2023 Delegation Resolution) all Cities except one have entered into Conforming City Agreements with the Authority and that it is continuing to work with the one remaining City (the "Remaining City"), 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 June 30, 2025 and also granting a waiver allowing the Authority to proceed with its plans for the issuance of the Proposed 2025 Bonds without having entered into Conforming City Agreements with the Remaining City; and

WHEREAS, the Board of Commissioners has determined to continue the procedure of delegating to the County Review Team having the authority to grant or deny on behalf of the County month-to-month extensions of the aforesaid deadline as provided hereinafter in order to grant additional time during which the Authority will seek to satisfy the Conforming City Agreements requirement with respect to the Remaining City and to ensure the County continues to receive timely status updates in order to monitor compliance with the Additional Bonds Tests and other requirements of the 2023 Agreements to be satisfied prior to the issuance of the Proposed 2025 Bonds, including without limitation with respect to the aforesaid credit toward the Capitalized Interest Full Funding Amount and the review and evaluation of any proposed Conforming City Agreements with the Remaining City, the required Feasibility Study and the required Proposed Project Report (each as defined in the 2023 Operating Agreement), and other requirements to be satisfied prior to the issuance of the Proposed 2025 Bonds.

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 June 30, 2025.

Section 3. **Waiver of the Conforming City Agreements Requirements with Respect to the Remaining City**. The Board of Commissioners on behalf of the County hereby grants a waiver from the Conforming City Agreements requirement of the Operating Agreement with respect to the one Remaining City unless and until the Remaining City elects to enter into Conforming City Agreements, subject to the aforesaid 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 June 30, 2025 to ensure the County continues to receive timely status updates in order to monitor compliance with the Additional Bonds Tests and all other requirements of the Funding Agreement and the Operating Agreement to be satisfied prior to the issuance of the Proposed 2025 Bonds.

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, the aforesaid waiver of the Conforming City Agreements with respect to the Remaining City, the aforesaid calculation of and the specific amount of the Capitalized Interest Credit Amount, and otherwise in connection with the Additional Bonds Tests and the other requirements under the Funding Agreement and the Operating Agreement with respect to the issuance of the Proposed 2025 Bonds, 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 Commissioner, officer, official, employee, counsel, agent or representative of the County in his or her individual capacity and no Commissioner, 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 25th day of March, 2025.

[COUNTY SEAL]

Attest: Pamela L. Mabry

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

COBB COUNTY, GEORGIA

By: Lisa N. Cupid

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

COBB COUNTY GEORGIA BOARD OF COMMISSIONERS 1832

Approved As To Form:

COBB COUNTY ATTORNEY'S OFFICE

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/25/25

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 7:00 P.M., on the 25th day of March, 2025, 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 Monique Sheffield	Commissioner JoAnn K. Birrell

(b) That the following member was absent: ________________

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

Aye 4 Nay 0

WITNESS my hand and the official seal of Cobb County, Georgia, to be effective as of the 25th day of March, 2025.

[COUNTY SEAL]

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

Reference No. 22386

TRANSFER AGREEMENT
BETWEEN
COBB COUNTY, GEORGIA and MABLETON DEVELOPMENT AUTHORITY

This Transfer Agreement (the "Agreement") is by and between **MABLETON DEVELOPMENT AUTHORITY**, formerly known as the South Cobb Redevelopment Authority, a political subdivision of Cobb County, a political subdivision of the State of Georgia (the "Authority"), and **COBB COUNTY, GEORGIA,** a political subdivision of the State of Georgia ("Cobb") (the Authority and Cobb referred to collectively as "Parties" or individually as "Party"). The Effective Date of this Agreement shall be the date that the last Party hereto executes the same.

WITNESSTH

WHEREAS, the Authority owns a parcel of real property identified as Tax Parcel No. 18-0590-0-002-0, located in Land Lot 590, 18th District, 2nd Section, Cobb County, Georgia, a portion of which is further described in **Exhibit "A"** attached hereto and by reference incorporated herein. (the "Property").

WHEREAS, the Authority is a public body corporate and politic created and existing under the laws of the State, and particularly under the South Cobb [Re]development Authority Act, Ga. L., 1982, p. 3772 et seq., as amended most recently by House Bill 1330 of 2024 to change the name of the Authority;

WHEREAS, in consideration of the general welfare of the people of Cobb County, the Authority desires that the Property be utilized for the construction of a public health and medical facility for the purpose of providing public health services and such uses as are incidental thereto;

WHEREAS, the Authority desires to transfer, and Cobb wishes to accept, all of the rights, title, and interests of the Authority in and to the Property to own and maintain.

In consideration of these recitals, the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Cobb agree as follows:

1. Transfer. Subject to the terms and conditions of this Agreement, the Authority shall transfer, and Cobb shall accept, all of the rights, title and interests of the Authority in the Property, and any improvements thereon and appurtenances thereto.

2. Due Diligence: Cobb, its agents or representatives, shall have the right from and after the Effective Date, to perform a title search of the Property, and enter upon the Property for the purposes of conducting surveys, soil tests, borings, and any other tests, inspections, or examinations that Cobb desires in regard to the Property. The Authority shall, within five (5) business days of the Effective Date, provide to Cobb copies of the Authority's records relating to the Property, including title opinions and policies, surveys, environmental reports, and all other documentation in the possession of the Authority related to the transaction and the Property. Cobb

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shall be responsible for the payment of any title examination costs, inspection fees, appraisal fees, engineering fees or other expenses of any kind incurred by Cobb in the inspection or investigation of the Property. If, after such tests, inspections, or examinations and review of title, Cobb in its sole discretion, finds the Property unsuitable for any reason, Cobb may notify the Authority in writing that Cobb has elected to terminate this Agreement. Upon any termination of the Agreement, the Parties shall have no further obligations, rights, or duties hereunder, except those provisions that expressly survive the termination of this Agreement.

3. Environmental Assessment. Cobb shall have the right to conduct environmental assessments of the Property as necessary relating to the presence, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, wastewater, storm water runoff, waste emissions or wells ("Environmental Assessments"). "Hazardous Substance" means any substance regulated under or defined by Environmental Laws, including but not limited to, any pollutant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or waste, petroleum or petroleum-derived substance or waste, or any constituent of any such substance or waste. "Environmental Law" shall mean any applicable Federal, State, foreign or local law, principles of common law, statute, regulation or ordinance or any judicial or administrative decree, order, judgment, injunction or decision, whether now existing or hereinafter enacted, promulgated or issued, relating to pollution, protection of the environment or public health and safety, the existence of actual or potential sources of liability in the environment, including, but not limited to, the release or threatened release of Hazardous Substances into the environment. The Authority authorizes Cobb, its agents and contractors to enter the Property for the purpose of conducting said Environmental Assessments and agrees to provide Cobb with all information known to the Authority to be in the Authority's possession or within the Authority's knowledge concerning the Property's prior use(s). If, after such Inspections or Environmental Assessments, Cobb finds the Property unsuitable for any reason, Cobb may, in its sole discretion, terminate this Agreement by written notice to the Authority.

4. Closing Contingency. The obligations of the Authority and Cobb, respectively, to close the transaction contemplated by this Agreement are subject to the approval by the Cobb County Board of Commissioners of the transactions contemplated by this Agreement.

5. Closing and Closing Date. The closing ("Closing") shall take place at the offices of Gregory Doyle Calhoun & Rogers, PC ("Closing Attorney"), or at such other location mutually agreed to by the Parties and shall occur on or before the date that is ninety (90) days from the Effective Date ("Closing Date"), unless the Closing Date is extended in writing by the Authority and Cobb. Each Party agrees to cooperate with the other to deliver documents to the Closing Attorney to avoid the need for representative of the Authority and Cobb to attend Closing. The Closing Attorney shall represent Cobb in this transaction.

6. Closing Documents. Cobb shall prepare a title search of the Property and obtain any desired title insurance. The Authority shall execute a Limited Warranty Deed transferring marketable title of the Property to Cobb at Closing, defined as title which is insurable by a national title insurance company licensed to do business in the State of Georgia at its regular rates for an

ALTA Owner Policy, subject only to matters of record not objected to by Cobb pursuant to Section 6 of this Agreement ("Marketable Title"). Cobb shall be responsible for recording the Limited Warranty Deed following Closing. A settlement statement itemizing all taxes, fees, costs, expenses, and other amounts paid at or through Closing shall be prepared and executed by the Authority and Cobb. The Parties shall execute and deliver such other instruments or documents as may be reasonably required by and acceptable to the Closing Attorney to consummate the transactions contemplated by this Agreement.

7. Closing Costs and Property Taxes.
   a. Cobb shall pay all revenue stamps, transfer taxes, and sales taxes, if any, payable in connection with this transaction.
   b. Cobb shall pay for survey costs, title search costs and any insurance premiums for an Owner's Policy, costs to record the Limited Warranty Deed, the fees of the Closing Attorney, and other costs not the Authority's obligation to close this transaction.
   c. The Parties agree that the Authority shall be responsible for the payment of real estate taxes, if any, through the Closing Date. At Closing, the real estate taxes and assessment shall be prorated and the Authority shall pay those taxes due and owing, if any, as of that date.

8. Property Condition. Cobb acknowledges that it is accepting the Property in an "As-Is, Where-Is" condition without representation or warranties as to the condition thereof, except as provided herein.

9. Defects in Title. If Cobb raises an objection to the Authority's title that would preclude the Authority's ability to convey Marketable Title as provided in Section 6 above, in Cobb's sole discretion, the Authority shall have the right to cure such title defect prior to Closing. If the Authority fails to timely cure such title defect, Cobb shall have the right to unilaterally terminate this Agreement by giving written notice to the Authority.

10. Default. In the event either Party fails to perform or defaults under this Agreement, the other Party, as its sole and exclusive remedy, shall have the right to terminate this Agreement upon written notice to the defaulting Party.

11. Risk of Loss. In the event of fire, destruction, or other casualty loss to the Property after the Effective Date of this Agreement and prior to Closing, (a) the Authority may, at its discretion, repair or restore the Property to its prior condition, (b) absent such repair, Cobb, at its discretion, may elect to proceed to close this transaction and accept the Property in its then "as-is" condition; or (c) absent the occurrence of either (a) or (b), either Party may terminate the Agreement in writing to the other Party.

12. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the Parties. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by the Authority and Cobb. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall not be impaired or affected.

13. Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the agreement of the Parties, and the signature of any Party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart.

14. Time of the Essence. Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.

15. Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned by either Party without the prior written consent of the other Party hereto, which shall not be unreasonably withheld, delayed, or conditioned.

16. Termination of Agreement. If either Party terminates the Agreement when permitted to do so, the Parties shall have no further obligation to each other, except as to any provision that survives the termination of the Agreement.

17. Binding on Successors and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, personal representative, successors and permitted assigns whenever the context so requires or admits.

18. Force Majeure. Except with respect to the Risk of Loss section above, neither Party shall be responsible for delays in performance or failure to perform resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes, or other disasters beyond its control.

19. Brokers: The Authority warrants and represents to Cobb it has not employed or dealt with any real estate agent or broker relative to the transfer of the Property. The Authority agrees to indemnify and hold Cobb harmless from and against any claims for any real estate brokerage commissions.

20. Possession: Possession of the Property shall be surrendered by the Authority to Cobb at Closing.

In Witness Whereof, the Parties have executed this Agreement on the date first above written.

The Authority:

MABLETON DEVELOPMENT AUTHORITY

Name: Jason Gaines
Title: Chairman, Mableton Development Authority

Date: 4/21/25

Attest:
Name: Samuel Culbreath, III
Title: Secretary, Mableton Development Authority

Cobb:

COBB COUNTY, GEORGIA

Name: Lisa N. Cupid
Title: Chairwoman, Cobb County Board of Commissioners

COBB COUNTY GEORGIA BOARD OF COMMISSIONERS 1832

Date: 5/1/25

Attest:
Name: Pamela Mabry
Title: Cobb County Clerk

Approved as to Form:

County Attorney's Office

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/25/25