

City Council Meeting Agenda - Final MAYOR AND COUNCIL



Derek Norton, Mayor
Tim Gould, Mayor Pro Tem (Ward 6)
Glenn Pickens (Ward 1)
Latonia P. Hines (Ward 2)
Travis Lindley (Ward 3)
Charles "Corkey" Welch (Ward 4)
Susan Wilkinson (Ward 5)
Kathy Young (Ward 7)

City Attorney Scott Cochran
City Administrator Joseph Bennett
City Clerk Heather K. Peacon-Corn

Smyrna Community Center
Magnolia Room
200 Village Green Circle
Smyrna, GA 30080

July 17, 2023 / 7:00 PM

I. CEREMONIAL MATTERS

1. Roll Call
2. Call to Order
3. Invocation and Pledge of Allegiance
 - A. Rev. Joel Smit, Smyrna Presbyterian Church (3130 Atlanta Rd)
4. Agenda Changes
5. Mayoral Report
6. Proclamations and Presentations
 - A. 2023-148 Update on Traffic Calming Program in the City -City Engineers
Citywide

II. DISCUSSION / ACTION ITEMS

*Public comment during this portion of the Agenda must be limited to matters on the Agenda for action. If you wish to be heard, please sign up with the City Clerk, come to the podium when called by the Mayor, state your name and address for the record and make your remarks. The time allotted for each speaker is as follows: **Public Hearing - Five (5) Minutes***

7. Community Development Items
 - A. Z23-003 Public Hearing - Zoning Request - Z23-003 - Allow rezoning from R-8 Conditional to RDA - Conditional for the development of six single-family homes at a density of 4.87 units per acre - Land Lot 632 - 1.23 acres - 2791, 2801, and 2811 Madison Street - BaeBrooke LLC.
Ward 2 Councilmember - Latonia P. Hines
 - B. CNV2023-001 Approval to accept the dedication of land described in Exhibit A and authorization to sign all related documents - District 18, Land Lots 172, 174, 175, 2.66 acres - Prestwick Drift LLC
Ward 7 Councilmember – Kathy Young
8. **Privilege License and Show Cause Hearing**

9. Formal Business

- A. **2023-148 Public Hearing / NO VOTE** 2023 Millage rate
Citywide
- B. **CHOR2023-003** Approval to amend the budget for the purchase of a Pierce 110' Aerial Fire Truck (2022-074) in the amount of \$34,977 to be purchased from Ten-8 Fire and Safety (1591 Collier Rd. Forsyth, Ga.) using the NPPgov cooperative contract, funded from the American Rescue Plan Act of 2021 (ARPA) and authorize the Mayor to sign and execute all related documents.
Citywide
- C. **RES2023-011** Approval of RES2023-011 for local amendment to plumbing code for water efficiency submission of proposed amendment to DCA (City of Smyrna ordinances Chapter 102 - Section 17 Water Efficiency) and authorize the Mayor to sign and execute all related documents.
Citywide
- D. **AGR2023-027** Approval to award to K.M. Davis Contracting Co., Inc., 3259 Austell Road, Marietta, GA 30008, in the amount of \$163,385.00 to be funded from StormWater CIP for the replacement of storm drain system at 3260 Concord Circle.
Ward 3 Councilmember - Travis Lindley
- E. **BCA2023-010** Approval of the appointment of Ward 7 resident, Mr. Kennall Mond to the Parks and Recreation Commission to fulfill term through December 31, 2023
Ward 7 Councilmember – Kathy Young
- F. **ATH2023-22** Authorization for modification of the contract with Russell Landscape Group (5590 Oakdale Rd SE, Mableton, GA 30126) for the enhancement designs to Market Village, City Hall, Community Center, Library, Police Department and Wolfe Recreation Center in the amount of \$235,910.00 to be funded from General fund and authorize the Mayor to sign and execute all related documents.
Citywide

10. Consent Agenda

- A. **MIN2023-068** Approval of the June 15, 2023, Committee of the Whole Minutes
Citywide
- B. **MIN2023-069** Approval of the June 20, 2023, Pre-Council Minutes
Citywide
- C. **MIN2023-070** Approval of the June 20, 2023, Mayor and Council Minutes
Citywide
- D. **2023-144** Approval to use Council Chambers for Concord Lake Village HOA Meeting, August 13, 2023, 5pm. (City Hall / HR Training Room is the contingency plan if Council Chambers are not ready)
Ward 3 Councilmember - Travis Lindley
- E. **AGR2023-029** Approval of Amendment No.2 to the Cobb County Community Development Block Grant (CDBG) Subrecipient Agreement No: CD23-C23SA/S8 to

adjust the total amended PY2023 allocation to \$259,237.76 and authorize the Mayor to sign and execute all related documents.

Citywide

- F. **AGR2023-031** Authorization to enter into an Intergovernmental Agreement from July 1, 2023 through December 31, 2028 between the City of Acworth, Georgia and the City of Smyrna, Georgia for the Housing of Prison Inmates at a per diem rate of \$70.00 per 24 hour period for each inmate housed in the Smyrna Detention Center and authorize the Mayor to sign and execute all related documents.
Citywide
- G. **AGR2023-032** Authorization to enter into an Intergovernmental Agreement from July 1, 2023 through December 31, 2028 between the City of Powder Springs, Georgia and the City of Smyrna, Georgia for the Housing of Prison Inmates at a per diem rate of \$70.00 per 24 hour period for each inmate housed in the Smyrna Detention Center and authorize the Mayor to sign and execute all related documents.
Citywide
- H. **ATH2023-21** Approval of KM Davis (3259 Austell Rd SW Marietta, GA., 30008) to perform water main line and service replacement located in Ward 5 Glendale Circle funded from FY23 water sewer CIP fund in the amount of \$181,560.00 and authorize the Mayor to sign and execute all documents.
Ward 5 Councilmember - Susan Wilkinson
- I. **AGR2023-028** Adopt the Georgia Department of Transportation (GDOT) Title VI Nondiscrimination Agreement with assurances to include relevant language, provisions, and protections regarding compliance with Title VI and related statutes and authorize the Mayor to sign and execute all related documents.
Citywide
- J. **GRA2023-02** Accept and approval of the federal money Public Safety and Community Violence Reduction grant award for the next three years, supporting the purchase of FUSU's software as awarded by the Governor's Office of Planning and Budgeting and authorize the Mayor to sign and execute all related documents.
Citywide

11. Ward and Staff Reports

III. **CITIZEN PARTICIPATION**

*Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the City Council. No subject may be acted upon by the City Council unless that subject is on the agenda and is scheduled for action. If you wish to be heard, please sign up with the City Clerk, come to the podium when called by the Mayor, state your name and address for the record and make your remarks. The time allotted for each speaker is as follows: **Public Comment - Three (3) Minutes***

12. Public Comment

13. Adjournment

Facilities are provided throughout City Hall for convenience of persons with disabilities.

THIS MEETING WAS PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS IN ACCORDANCE WITH THE NOTICING STANDARDS AS OUTLINED IN O.C.G.A. 50-14-3:

The City of Smyrna website – www.smyrnaga.gov / City Hall, 2800 King Street SE, Notice Boards



TRAFFIC CALMING COMMITTEE UPDATE

July 2023





TRAFFIC CALMING COMMITTEE OVERVIEW

Formed in 2021

Quarterly Meetings

Areas of Concern:

- Traffic Calming
- Intersection Safety Improvements
- Pedestrian Accessibility

Members:

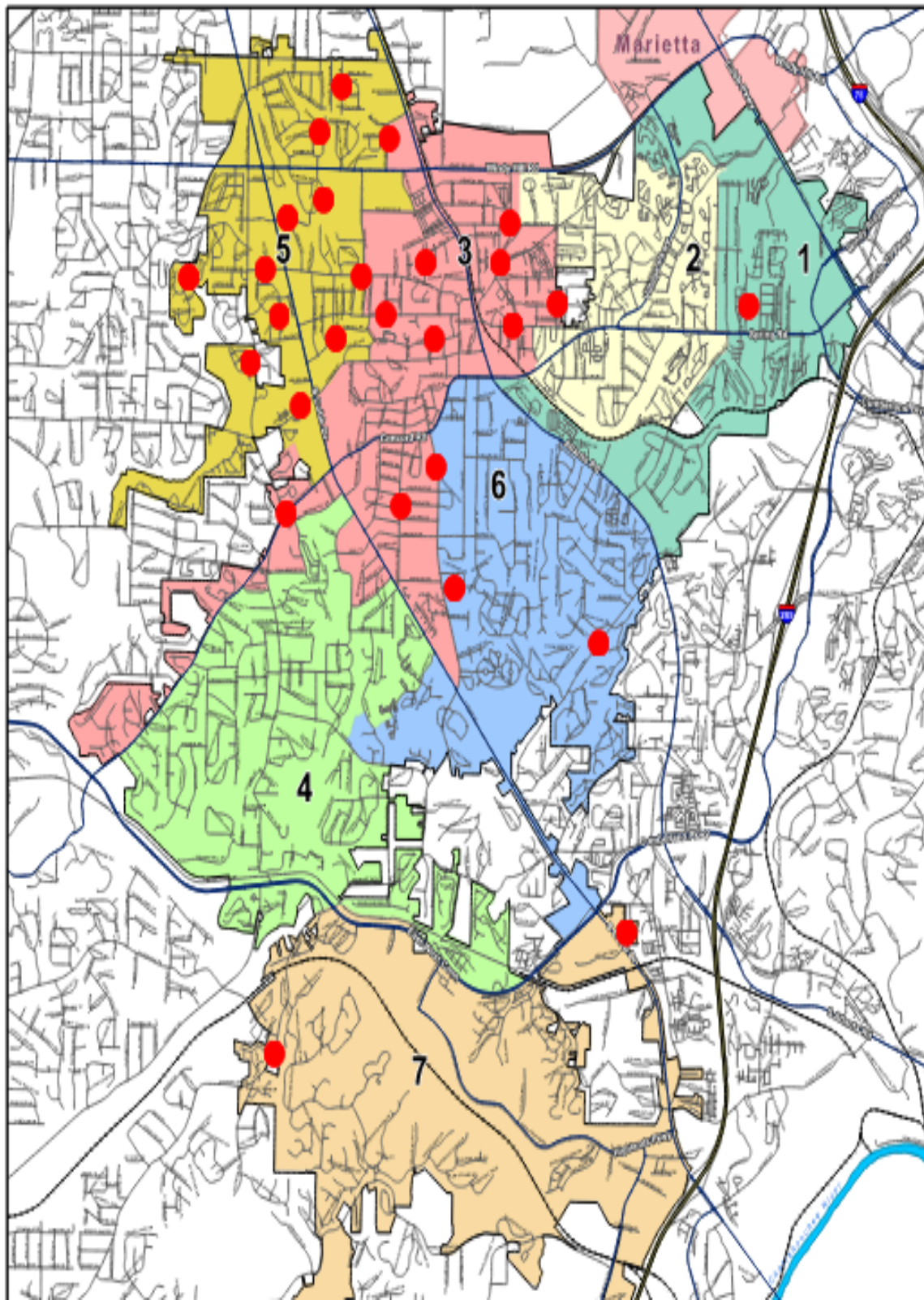
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- Susan Wilkinson, *Ward 5 Councilmember*
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- Ashley White, *Assistant City Engineer*



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GEORGIA
jonquil city



- Initial List of 45 Projects
- 9 Projects Remaining



KING SPRINGS ROAD IMPROVEMENTS

- Mid-Block Raised Pedestrian Crosswalk – Brinkley Park
- Mid-Block Crosswalk – Tolleson Park (underway)
- Rectangular Rapid Flashing Beacons (RRFBs)
- Side Street Crosswalk Restriping
- Intersection Improvements at Hayes Street
- Sidewalk Connection along Hayes Street







LAKEVIEW AT VININGS IMPROVEMENTS

- VAWF Installation
 - VAWF – Vehicle Approaching When Flashing
 - Cooper Lake Rd at Lakeview Terrace
 - Limited Sight Distance in Both Directions



RIDGE ROAD IMPROVEMENTS

- Speed Reduction Markers
- New & Updated Traffic Signs
 - Speed Limit
 - SLOW
 - Intersection Ahead
 - Curve Ahead
- All-Way Stop at Cedar Cliff Drive





CONCORD RD & OLD CONCORD RD

- New Pedestrian Signals
- Curb Radius Improvements
- Dynamic Speed Display Signs (underway)



ROSWELL STREET IMPROVEMENTS

- Center roadway median
- Sidewalk Connection
- Intersection Improvement
 - Roswell St, Old Roswell Rd, Highland Ave





ROSWELL STREET INTERSECTION IMPROVEMENTS

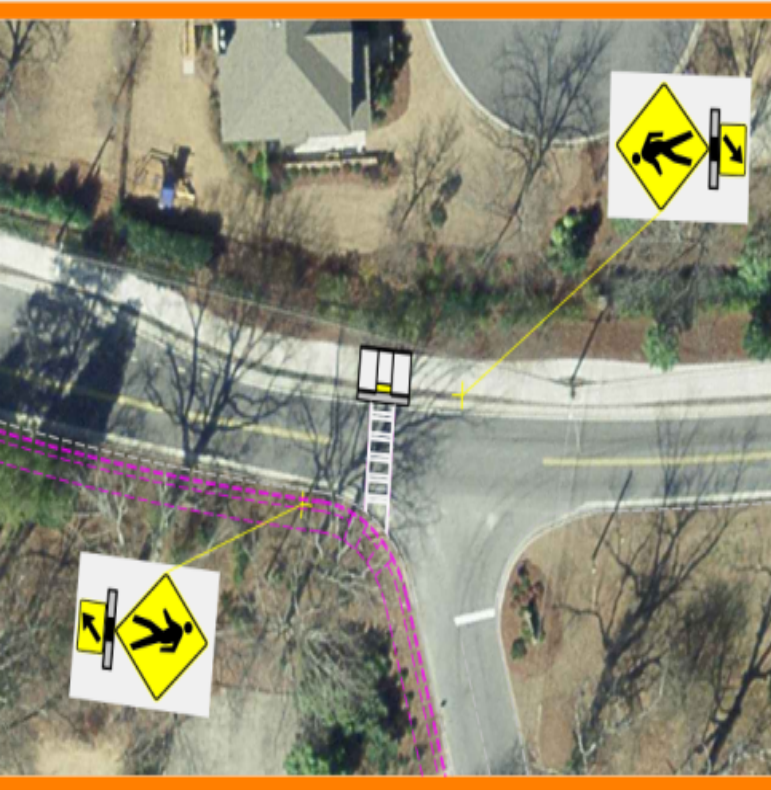


RIVERVIEW ROAD



- New All-Way Stop at Nichols Drive
- Overhead Red Flashing Beacon
- Mid – Block Crossings With RRFBs





CONCORD ROAD IMPROVEMENTS


- Mid-Block Pedestrian Crossings
 - Mosswood Lane
 - Highview Drive
- RRFBs at Both Pedestrian Crossings
- (3) Center Medians
 - Between Concord Ln & Ashley Ct
 - Between Autumn Lane & Highview Drive
 - Between Deerwood Circle & Mosswood Lane

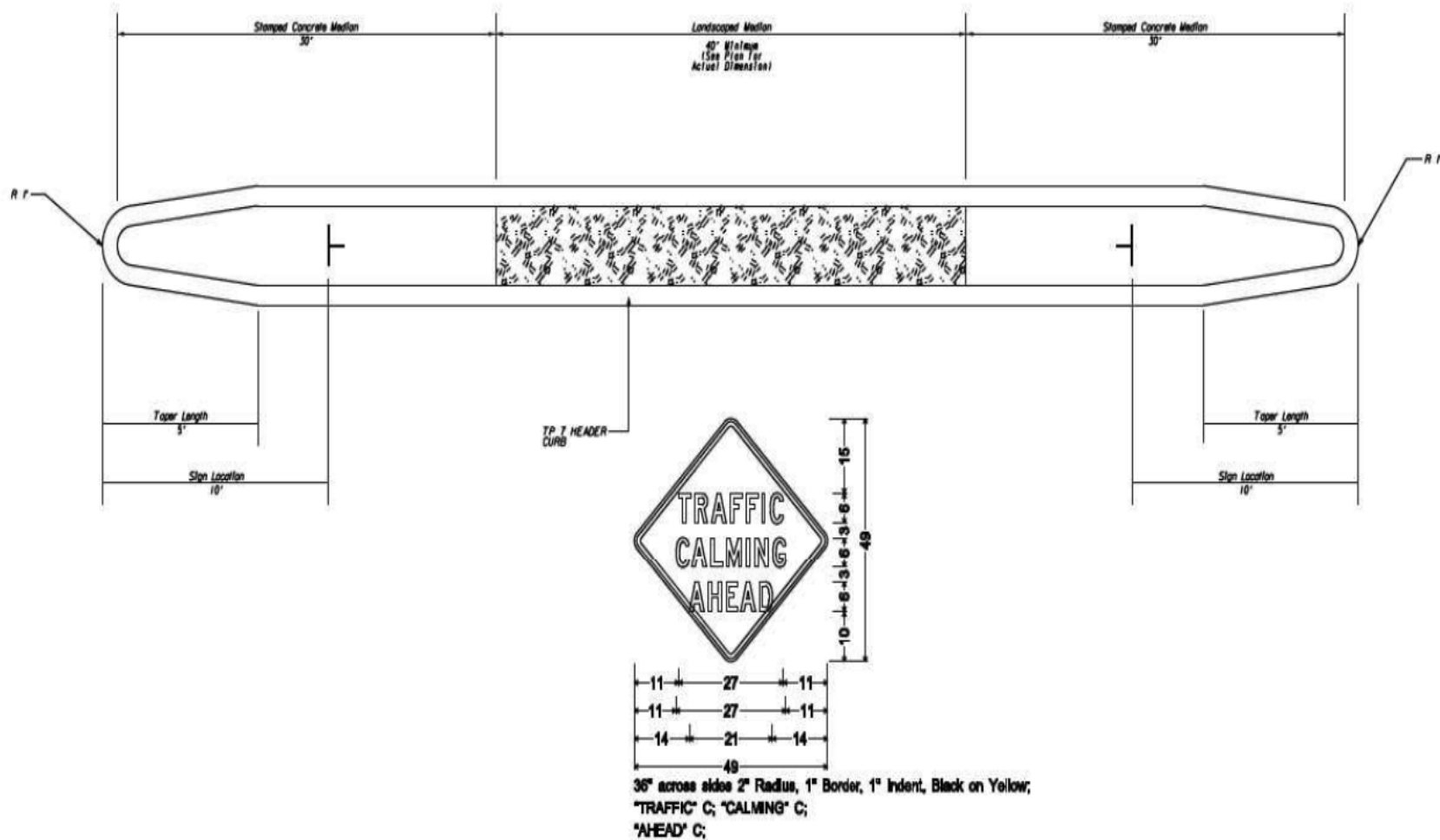


CONCORD ROAD

IMPROVEMENTS

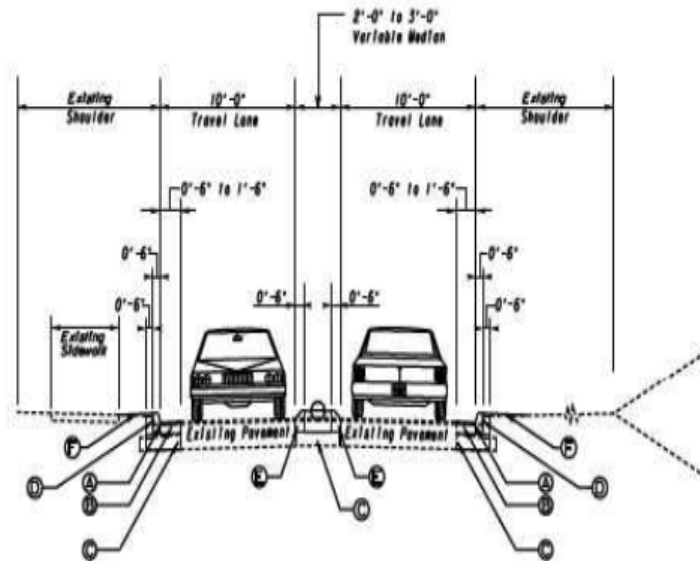
PLANT SCHEDULE

| GROUND COVERS | CODE | BOTANICAL NAME | COMMON NAME | SIZE | CONTAINER | SPACING |
|---|------|-----------------|-----------------|---------|-----------|--------------|
|  | LM | Liriope muscari | Evergreen Giant | 1 gal. | | 18"-24" o.c. |
| | LM | Liriope muscari | Big Blue | 1 gal. | | 18"-24" o.c. |
| | | | OR | | | |
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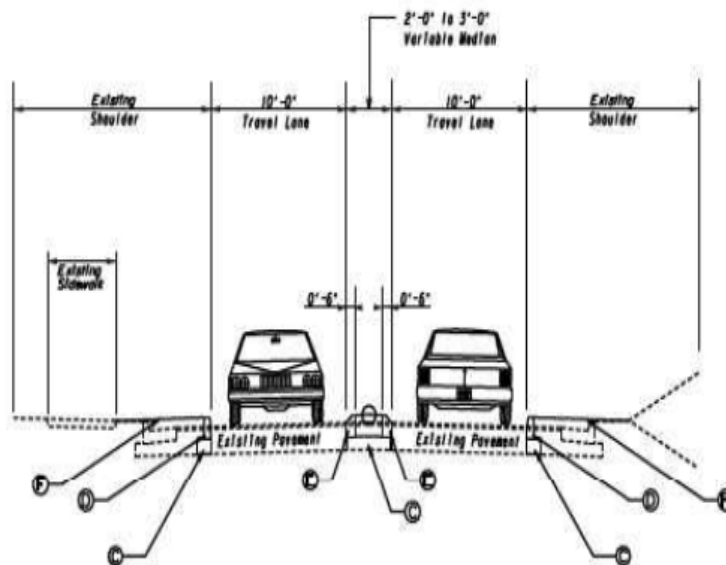


CONCORD ROAD

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TYPICAL SECTION
MEDIANS 1, 2, 3, 5

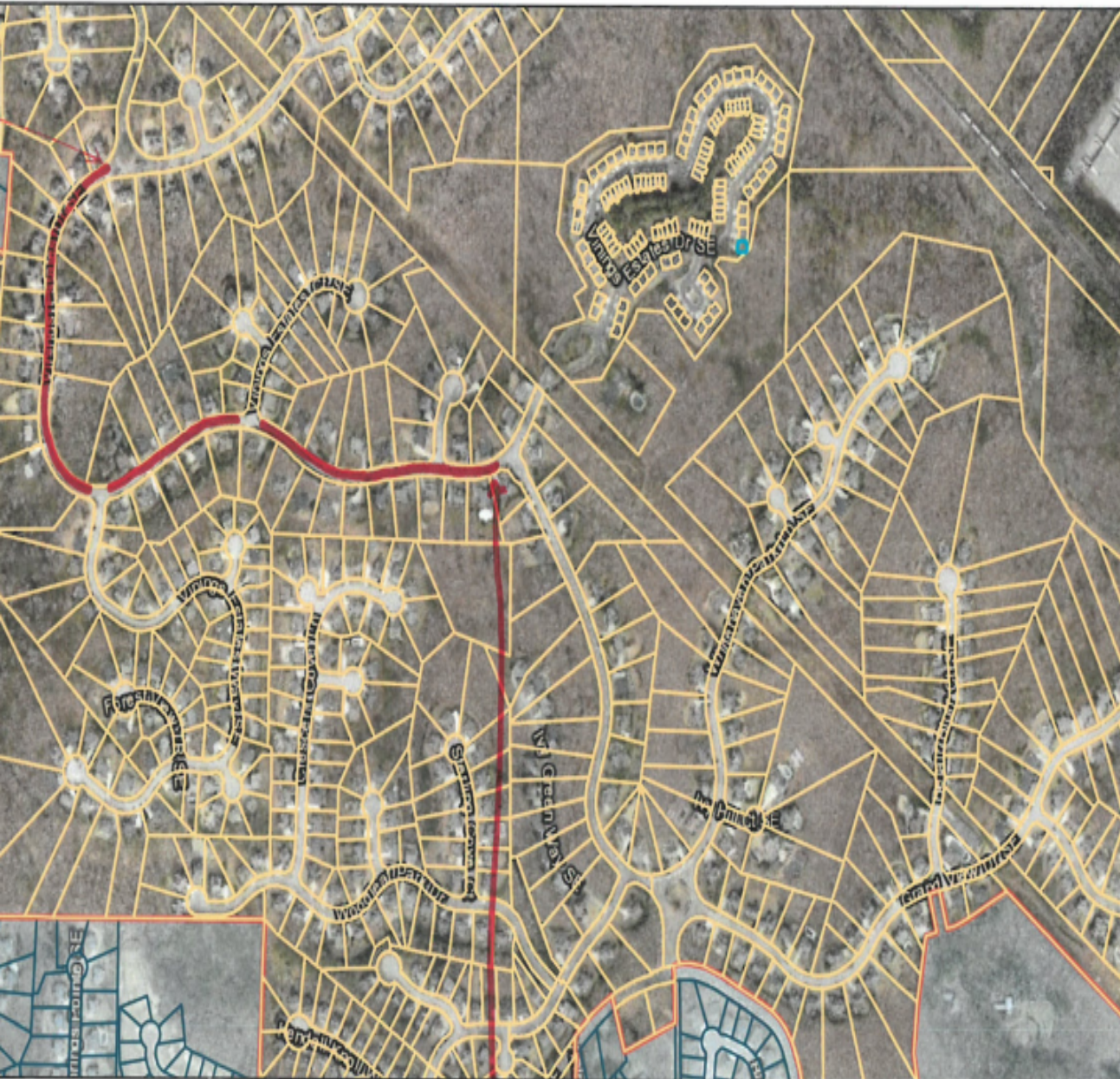


TYPICAL SECTION
MEDIAN 4



VININGS ESTATES

- (2) Permanent Radar Signs
- Approximately 3,650 ft of Centerline Striping from Vinings Approach to Whitehaven Park Lane



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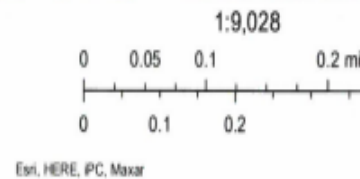
World Transportation

Property Lines

City Limits

Cobb County Parcels

END PROJECT
(AT WHITEHAVEN PARK LN)

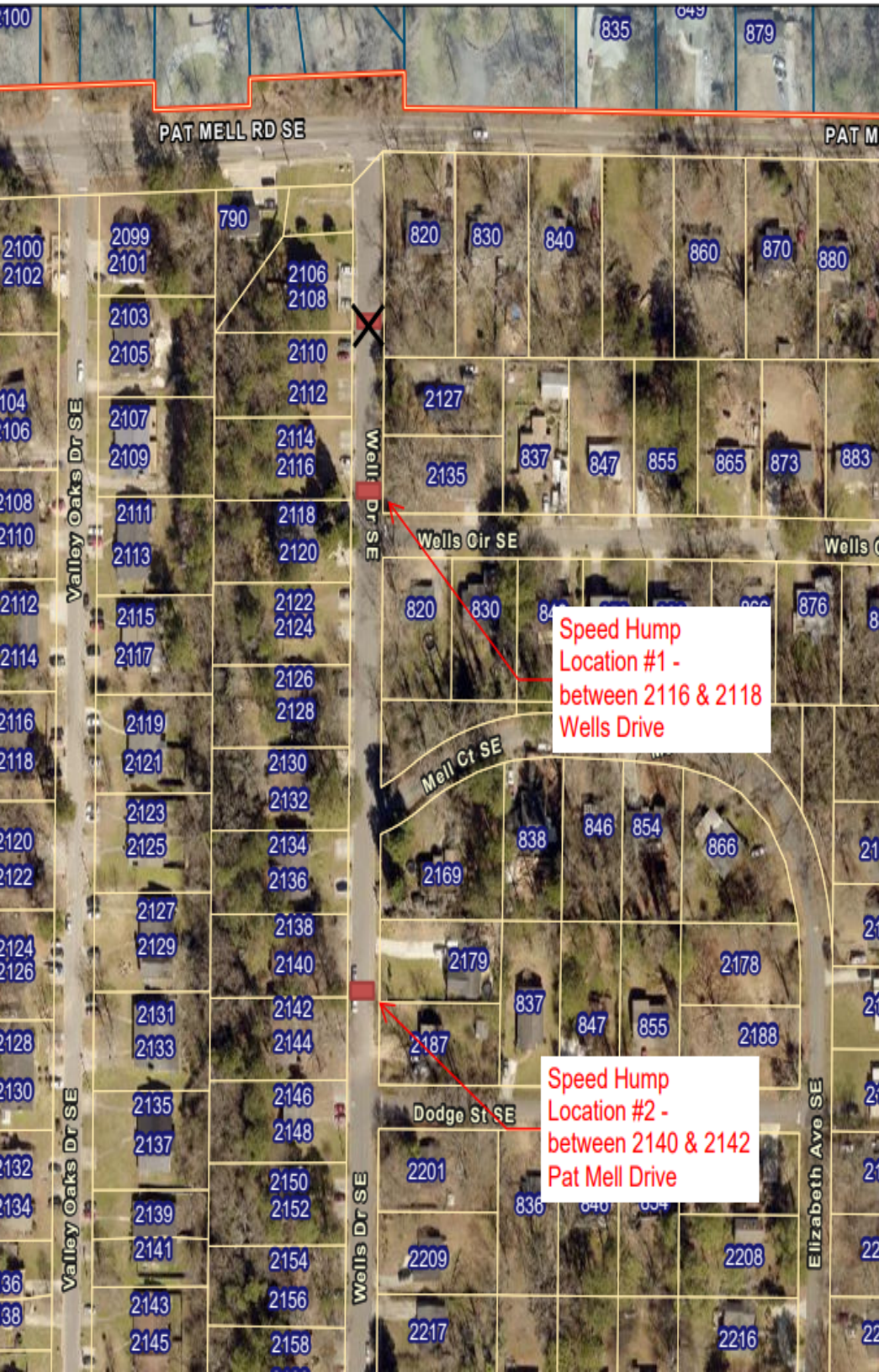




OAKS OF CONCORD CENTERLINE STRIPING

- Oaks Parkway from Old Concord Rd to Poplar Pointe
- Approximately 650 ft of Centerline Striping





PAT MELL ROAD IMPROVEMENTS

- Sidewalk Project
- Wells Drive Improvements
 1. Speed Humps
 2. Updated Traffic Signs





PARK ROAD IMPROVEMENTS

- Posted Speed Limit: 25 MPH
- 85th Percentile Speeds: 37-39 MPH
- 3 Speed Humps



New Speed Tables

- King Springs Road (Brinkley Park)
- Park Road
- Powder Springs St (West of SR 280)
- Powder Springs St (East of SR 280)
- Church Road (west of SR 280)
- Lois Street
- San Fernando Drive
- Sherwood Road

Updated Speed Tables

- Lois Street
- San Fernando Drive
- Hughes Street
- Stephens Street
- Pinehill Drive





UPCOMING PROJECTS

- Woodruff Drive Sidewalk
- Highlands Parkway Intersection Improvements
- Concord Road Traffic Calming
- Highview Drive Traffic Calming
- Starline Drive Traffic Calming
- Village Parkway Intersection Improvements
- Smyrna Hill Drive Roadway Improvements
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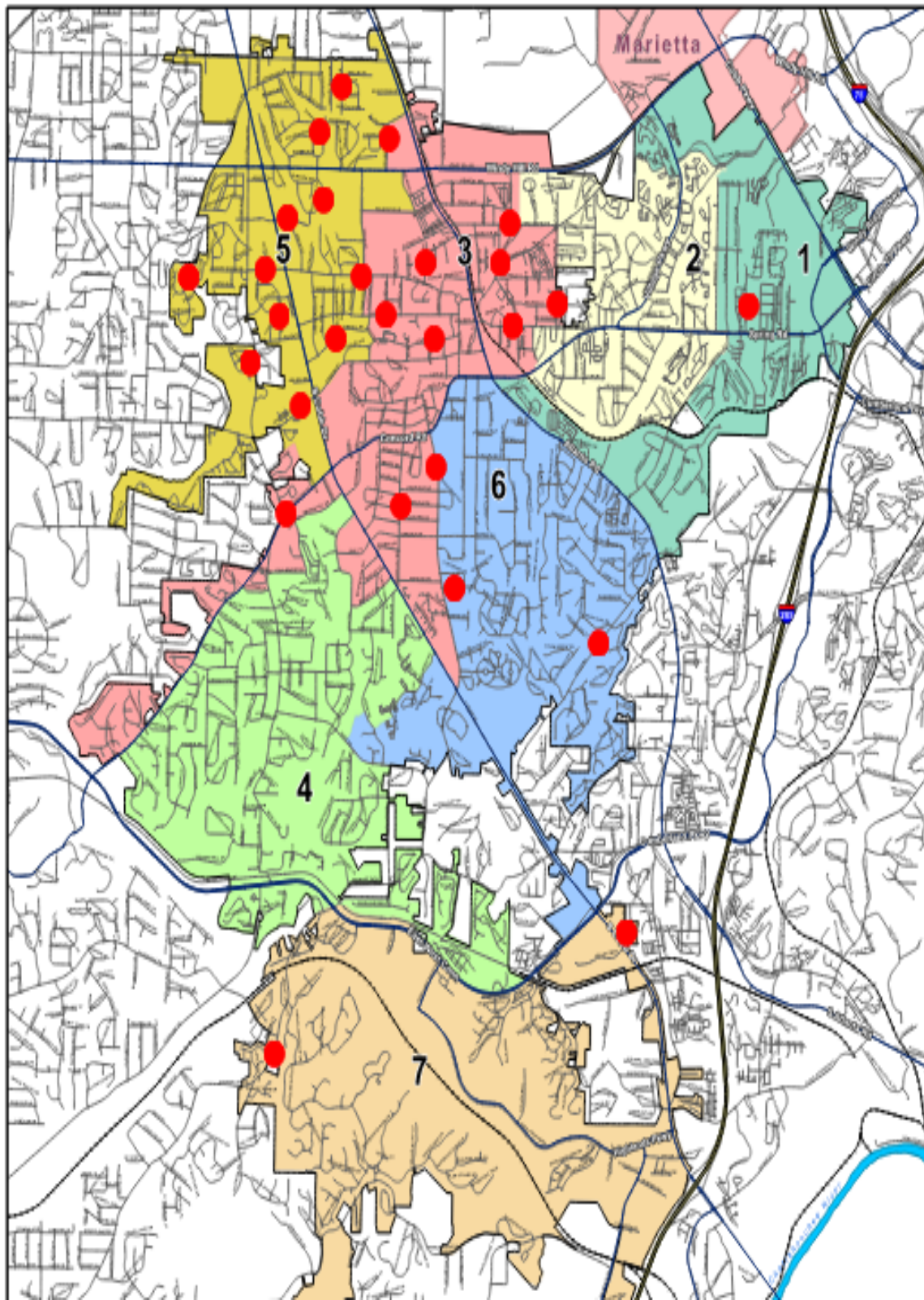
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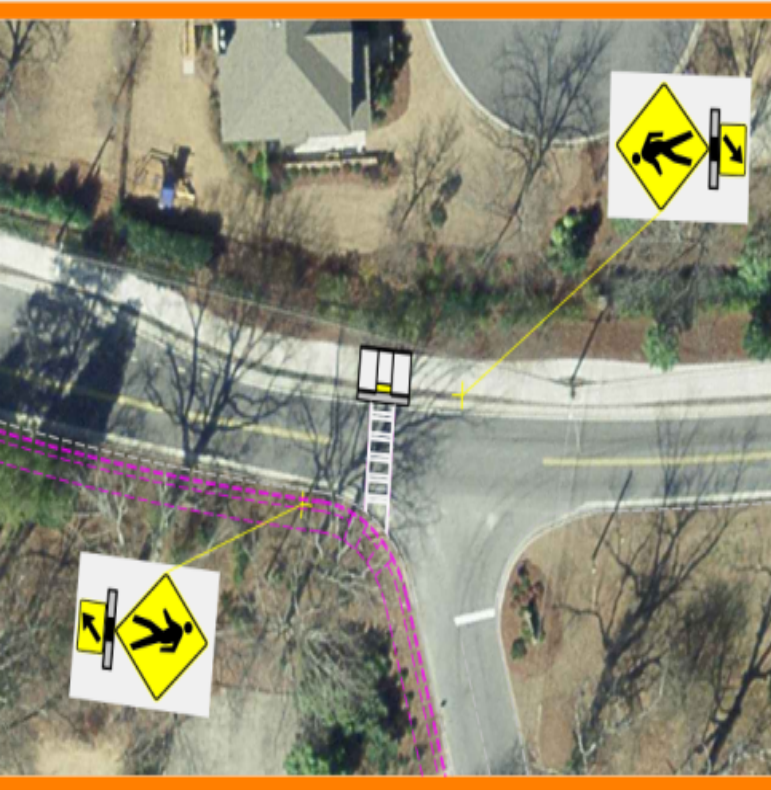


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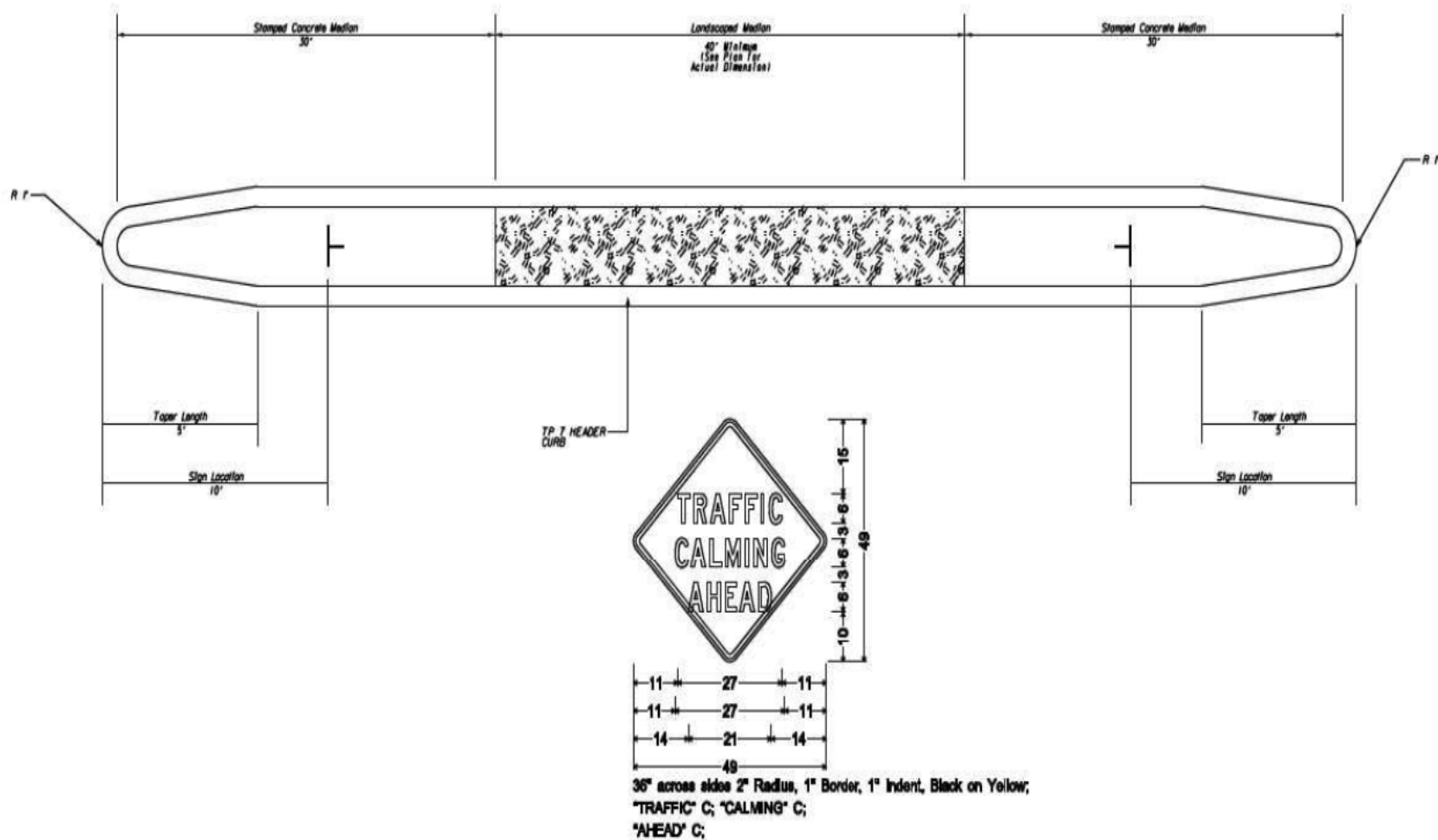
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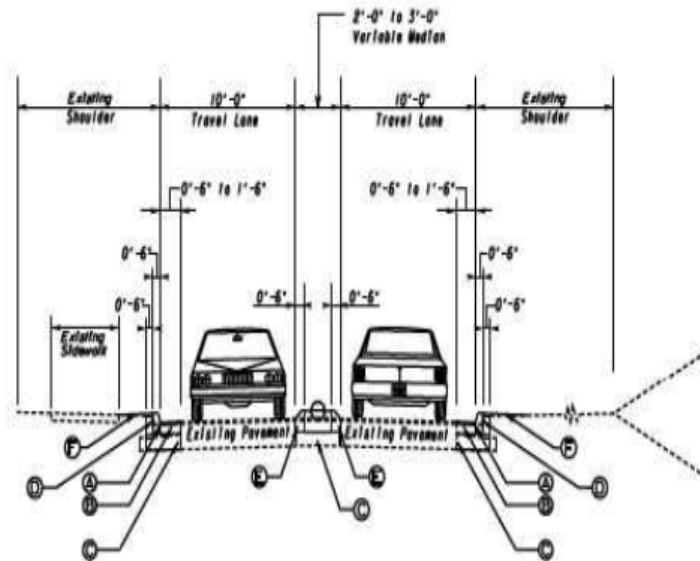
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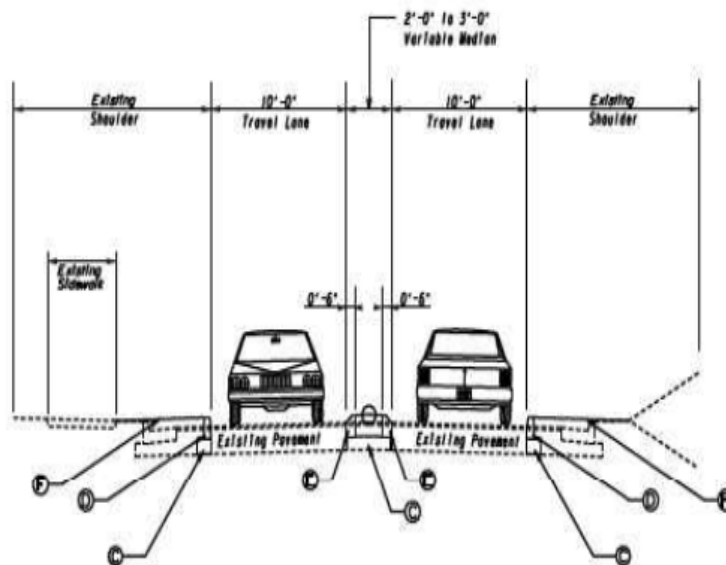


CONCORD ROAD

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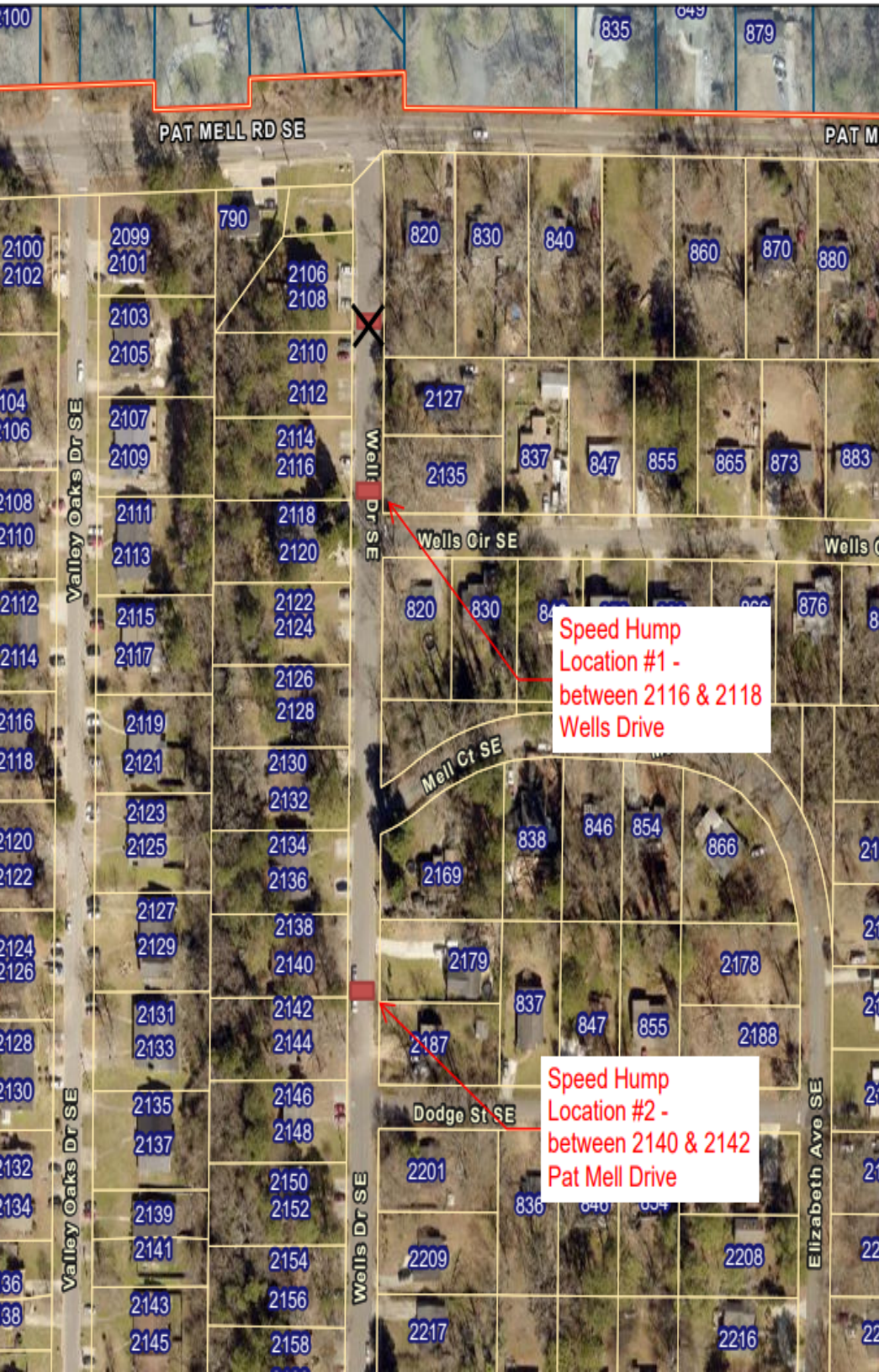




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City of Smyrna

Issue Sheet

A Max Bacon City Hall
2800 King Street
Smyrna, GA 30080

File Number: Z23-003

Agenda Date: 7/17/2023

In Control: Mayor and Council

File Type: Zoning

Agenda Section:

Item **Agenda**

Formal Business

Number: A.

Department: Community Development

Agenda Title:

Public Hearing - Zoning Request - Z23-003 - Allow rezoning from R-8 Conditional to RDA - Conditional for the development of seven single-family homes at a density of 5.7 units per acre - Land Lot 632 - 1.23 acres - 2791, 2801, and 2811 Madison Street - BaeBrooke LLC

Ward 2 Councilmember - Latonia P. Hines

ISSUE AND BACKGROUND:

The property was approved for annexation and rezoning from R-20 Cobb County to R-8 Conditional for the development of five single-family homes in 2021 (Z21-003). The applicant is now requesting a rezoning from R-8 to RDA-Conditional for the development of seven (7) single-family detached units at a density of 5.7 units per acre. A land use change from Medium Density Residential is not required for this rezoning.

RECOMMENDATION / REQUESTED ACTION:

Community Development recommends denial of the rezoning from R-8 to RDA-Conditional for the development of five single-family units at a density of 5.7 units per acre as the proposed rezoning will require significant variances from the RDA zoning district in terms of lot size and lot width. Staff is not supportive of the variances required for the proposed development.

CITY OF SMYRNA

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

To: Mayor and Council

From: Russell Martin, AICP, Community Development Director
Joey Staubes, AICP, Planner II

Date: June 7, 2023

CC: Joe Bennett, City Administrator
Planning and Zoning Board

RE: REZONING CASE Z23-003 –2791, 2801, 2811 Madison Street

Applicant: Baebrook LLC
Titleholder: Baebrook LLC
Location: 2791 – 2811 Madison St
Land Lot: 632
Ward: 3
Access: Madison Street

Existing Zoning: R-8
Proposed Zoning: RDA - Conditional
Size of Tract: 1.23 Acres

Contiguous Zoning:
North R-15
South GC
East RTD
West R-20 (County)

Existing Improvements: 3 Lots with Single-Family Homes

Hearing Dates:
P&Z June 12, 2023
Mayor and Council July 17, 2023

Proposed Use:

The applicant is requesting a rezoning from R-8 to RDA-Conditional for the development of six (6) single-family detached units at a density of 4.87 units per acre. A land use change from Medium Density Residential is not required for this rezoning.

Staff Recommendation:

Approval of the rezoning from R-8 to RDA-Conditional for six new single-family detached units.

Planning & Zoning Board Recommendation:

Deny by a vote of 5-1 at the June 12, 2023 meeting.



STAFF COMMENTS

Section 1508 of the Smyrna Zoning Code details nine zoning review factors which must be evaluated by the Planning and Zoning Board and the Mayor and Council when considering a rezoning request. The following provides the nine factors followed by an analysis of each factor in italics. Both the Applicant's response as well as Staff's analysis to each factor are listed. It is hoped that providing both responses results in a better understanding of what is actually being proposed.

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

Applicant Response:

"Yes, proposed zoning will be compatible with surrounding land uses. Commercial property lies to the south and residential lies to the north and east."

Staff Analysis:

The property was annexed and rezoned in 2021 (Z21-003) from R-20 County to R-8 for the development of five (5) single-family homes at a density of 4.07 units per acre. The zoning proposal would result in the development of six (6) single-family homes at a density of 4.87 units per acre. The adjoining properties to the north are zoned R-15 and occupied with single-family detached homes. The property to the south is zoned GC and is occupied with a commercial business. The property to the east is zoned RTD and contains single-family attached homes. The property to the west is zoned R-15 & R-20 (Cobb County). The proposed rezoning would be consistent with the use and development of adjacent and nearby properties in regards to lot size and lot width.

2. Whether the zoning proposal or the use proposed will adversely affect the existing use or usability of adjacent or nearby property.

Applicant Response:

"No. Roads and infrastructure to support this development are already in place".

Staff Analysis:

The proposed rezoning and development should not have an adverse affect upon the existing use or usability of nearby properties. The zoning proposal will create six new single-family homes.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

Applicant Response:

"Considering current land costs and market values, 6 units on this parcel would support this economic development."

Staff Analysis:

The subject parcel has a reasonable economic use as currently zoned. The property was rezoned to R-8 in 2021 for the development of five (5) single-family homes (Z21-003). The proposed rezoning would add one (1) additional single-family home.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

Applicant Response:

"No. Roads and infrastructure to support this development are already in place. Our marketing will be directed toward the active adult community - which would support minimal to no impact on school system. No, we are adding two more homes than what would previously have been there. Streets, schools, and transportation facilities are sufficient."

Staff Analysis:

Based upon information provided by the City Engineer, the development is not expected to cause an excessive or burdensome use of existing streets and transportation systems.

Based upon information provided by the Water/Sewer Supervisor, adequate water and sewer capacities are available in the area to accommodate the development associated with the rezoning. The water and sewer mains are both located in the right of way of Mildred Place and Madison Street. Sewer tap locations and elevations are the responsibility of the builder/developer.

5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan.

Applicant Response:

"Yes. This falls well within the parameters of the land use plan. We are well under the maximum of 6 units to the acre."

Staff Analysis:

The RDA zoning district is a compatible zoning district the Medium Density Residential (under 6 units per acre) Future Land Use designation. The proposed development of six (6) new residences on 1.23 acres yields a density of 4.87 units per acre. A land use change from Medium Density Residential is not required for rezoning.

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

Applicant Response:

"Infill development immediately around this site - and for that matter within the entire city of Smyrna, is currently on the rise. This development will provide momentum and be a quality addition to the neighborhood."

Staff Analysis:

The overall density for the subject site will increase from 4.07 units per acre to 4.87 units per acre by adding one additional home. The proposed density is consistent with the future land use designation of Medium Density Residential (up to 6 units per acre).

7. Whether the development of the property under the zoning proposal will conform to, be a detriment to or enhance the architectural standards, open space requirements and aesthetics of the general neighborhood, considering the current, historical and planned uses in the area.

Applicant Response:

"This development will provide momentum and help set standards for quality development within the neighborhood."

Staff Analysis:

The proposed development includes five (5) homes that face Madison Street, and one (1) home accessed by Mildred Place. All of the proposed homes will be front entry homes. Additionally, the lot width and lot size of some of the lots are less than the existing homes; however the density of the overall development is consistent with the land use plan.

8. Under any proposed zoning classification, whether the use proposed may create a nuisance or is incompatible with existing uses in the area.

Applicant Response:

"No. Rezoning is actually more appropriate for this site in that we will be providing an appropriate step down from the commercial property adjacent to our South to the lower density residential property adjacent to our North."

Staff Analysis:

While the proposed development has lot widths and lot size less than existing homes, the lot width and lot size are consistent with previous rezonings and infill development recently approved in the area. The proposed use should not create a nuisance to existing uses in the area. The number of residential units and density will be consistent with previous rezonings.

9. Whether due to the size of the proposed use, in either land area or building height, the proposed use would affect the adjoining property, general neighborhood and other uses in the area positively or negatively.

Applicant Response:

"This development will positively enhance both the adjoining property and the general neighborhood in that we will be providing a level of quality and beautification that the entire neighborhood will appreciate. The development should increase property values to surrounding residents."

Staff Analysis:

Factors associated with the size of the proposed use, in either land area or building height, should have a minimal affect upon adjacent properties. The rezoning request requires variances from the regulations of the RDA zoning district as shown in Table 1.

Table 1: Lot Requirements for RDA Zoning District vs. Proposed Lots

| | Min. Lot Size (Square Feet) | Min. Lot Width at Setback Line | Min. Front Setback | Min. Side Setback | Min. Rear Setback | Max. Height | Max. Lot Coverage (percent) | Min. Square Footage |
|---------------------|-----------------------------|--------------------------------|--------------------|-------------------|-------------------|-------------|-----------------------------|---------------------|
| RDA Zoning District | 7,260 | 50' | 25' | 5' | 30' | 35' | 45 | 1,800 |
| Proposed Lots | 4,299 | 40' | 20' | 5' | 15' | 35' | 45 | 1,800 |

The following variances are required for the proposed development:

1. Allow the reduction of minimum lot width from 50 ft. to 40 ft. **(Staff Supports)**
2. Allow the reduction of the minimum lot size from 7,260 sq. ft. to 4,299sq. ft. **(Staff Supports)**
3. Allow the reduction of the minimum front setback from 25 ft. to 20 ft. **(Staff Supports)**
4. Allow the reduction of the minimum rear setback from 30 ft. to 15 ft. **(Staff Supports)**

Project Analysis

Baebrook LLC is seeking approval of a rezoning for 2791, 2801, and 2811 Madison Street from R-8-Conditional to RDA-Conditional for the development of six single-family detached residences at a density of 4.87 units per acre. The property was annexed and rezoned to R-8 in 2021 (Z21-003) for the development of five single-family homes at a density of 4.07 units per acre. The plan featured three homes facing Madison and two homes facing Mildred, with access drives for rear-entry homes. The applicant is proposing to add an additional lot to the currently approved plan with each home having a front entry garage and access from the public right of ways. Five of the homes will face Madison Street and one will face Mildred Place. The proposed lots will be between 4,299 and 14,122 sq. ft. The applicant proposes to use elements such as brick, stone, and siding for the façade materials for each home.

Engineering Review

The zoning proposal shows a stormwater detention facility located at the southern end of the property. The applicant has provided a site plan with the rezoning application for reference. A formal review of stormwater management requirements will be assessed during plan review and permitting. There is no stream located on the subject property. The applicant will be required to add new sidewalk around the development.

Fire Marshal Review

The Fire Marshal's office has reviewed the revised site plan and believes there is sufficient access to provide emergency services to the six homes.

Planning Review

The proposed rezoning would provide for six (6) new residences at density of 4.87 units per acre. The subject property is located in an area where the surrounding properties have a future land use designation of Medium Density Residential (up to 6 units per acre). The proposed lot sizes and widths would be significantly less than other lots in the area. Table 2 shows the infill development in the immediate area as it relates to density, lot size and lot width.

| Table 2: Proposed Development vs. Infill Developments | | | | | |
|--|------------------------|-----------------------|---------------------|---------------------------------------|--------------------------|
| Name of Development | Location | Number of Lots | Site Density | Minimum Lot Size (square feet) | Minimum Lot Width |
| Proposed Development | Madison & Mildred | 6 | 4.87 | 4,299 | 40' |
| Madison & Mildred | Madison & Mildred | 5 | 4.07 | 6,587 | 47.5' |
| Cumberland Townhomes | Shenandoah Valley Ln | 165 | 10 | 1,430 | 20' |
| Village at Williams Park Phase 1 | Mathews St | 5 | 5.15 | 8,385 | 48' |
| Village at Williams Park Phase 2 | Mathews St & Spring St | 12 | 7.18 | 7,378 | 43' |

Community Development has reviewed the proposed development against the zoning standards of the recent nearby rezonings and found the proposed development to be compatible with the surrounding area. The subdivision and construction of six new single-family homes result in a density of 4.87 units per acre on the subject property. The lot width and lot size are compatible with the other in-fill developments in the surrounding area. The applicant is requesting a rezoning from R-8 to RDA-Conditional and the proposed zoning is in compliance with the Future Land Use Plan.

Community Development considers the proposed density of 4.87 units per acre to be below the 6 unit per acre threshold of Medium Density Residential land use. The proposed rezoning will

require variances from the RDA zoning district in terms of lot size and lot width. Staff is supportive of the variances required for the proposed development.

STAFF RECOMMENDATION

Community Development recommends **approval** of the rezoning from R-8 to RDA-Conditional for the development of six single-family units at a density of 4.87 units per acre with the following conditions:

Standard Conditions

Requirements # 2, 3, 4, 5, 8, 9, 10, 12, and 17 from Section 1201 of the Zoning Code are not applicable. The following requirements remain applicable.

1. The composition of the homes in a residential subdivision shall include a mixture of elements including; but not limited to: brick, stone, shake, hardy plank and stucco. No elevation shall be comprised of 100% hardy plank siding. The residences whose lots abut external roadways shall not be permitted to utilize hardy plank for any elevation facing these roads.
2. All utilities within the development shall be underground.
3. The developer shall be responsible for any traffic improvements (including additional right-of-way dedications) deemed necessary by either the City or the County during construction plan review. Sidewalks shall be provided by the developer inside the subdivision and outside the subdivision adjacent to any public right-of-way consistent with city's requirements for the extent of the development. A grass buffer with a minimum width of two feet shall be provided between the back of curb and sidewalk.
4. No debris may be buried on any lot or common area.
5. The developer will comply with the City's current tree ordinance. All required tree protection measures shall be adhered to by the developer during construction.
6. All landscape plans must be prepared, stamped, and signed by a Georgia Registered Landscape Architect for any common areas or entrances.
7. All yards and common areas are to be sodded, and landscaped. Irrigate as appropriate.
8. All single-family and/or duplex residential lots shall provide the following at the time of certificate of occupancy: either four 3" caliper trees or three 4" caliper trees. The following species of trees may be used: Nuttall Oak, Swamp Chestnut Oak, Allee Elm, and Village Green Zelkova. Other species may be used if approved by the City.

Special Conditions

9. The development shall maintain the following setbacks:
Front – 20'
Side – 5'
Rear – 15'
10. The minimum lot size shall be 4,299 sq. ft.
11. The minimum lot width shall be 40 feet.
12. Driveway – 22' minimum length from building face to back of sidewalk.
13. The developer shall install a 5 ft. sidewalk and 2 ft. grass strip at the frontage of property along Mildred Place and Madison Street.
14. All structures will be built to a maximum height of 35' as measured from the sidewalk along the front elevation.
15. The developer shall be responsible for any water and sewer improvements deemed necessary by the Public Works Director during construction plan review.
16. The developer shall be responsible for any stormwater improvements deemed necessary by the City Engineer.
17. Approval of the subject property for the RDA-Conditional zoning district shall be conditioned upon the development of the property in substantial compliance with the site plan submitted 5/22/2023 and created by DGM Land Planning Consultants and all zoning stipulations above.
18. Approval of the subject property shall be conditioned upon substantial compliance with the elevations submitted on 3/10/2023.

Figure 1 - Subject Property



Figure 2 – Subject Property



Figure 3 – Adjacent Property



Figure 4 – Adjacent Property



Figure 5 – Adjacent Property





City of Smyrna, GA

03/20/2023

RZ-23-4

Rezoning Application

Status: Active**Date Created:** Mar 10, 2023

Applicant

Steven Pacholick
steven_pacholick@hotmail.com
10 Trent Drive SE
Rome, GA 30161
4047177127

Applicant Information

Full Name (i.e., First and Last Name, or Name of Entity):

BaeBrooke LLC

Street Address:

2791 Madison Street

City:

Smyrna

State:

GA

Zip Code:

30080

Email Address:

steven_pacholick@hotmail.com

Phone Number:

404.717.7127

Are you the titleholder of the subject property?

Yes

Property Information

Parcel ID:

17063200850

Property Address:

2791 Madison Street

Present Zoning:

R-8

Present Future Land Use:

MEDR - Medium Density Residential

Parcel ID:

17063200840

Property Address:

2801 Madison Street

Present Zoning:

R-8

Present Future Land Use:

MEDR - Medium Density Residential

Parcel ID:

17063200830

Property Address:

2811 Madison Street

Present Zoning:

R-8

Present Future Land Use:

MEDR - Medium Density Residential

Rezoning Analysis**Number 1: Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.**

Yes, proposed zoning will be compatible with surrounding land uses. Commercial property lies to the south and residential lies to the north and east.

Number 2: Whether the zoning proposal or the use proposed will adversely affect the existing use or usability of adjacent or nearby property.

No. Roads and infrastructure to support this development are already in place.

Number 3: Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

Considering current land costs and market values, 7 units on this parcel would support this economic development.

Number 4: Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

No. Roads and infrastructure to support this development are already in place. Our marketing will be directed toward the active adult community - which would support minimal to no impact on school system.

Number 5: Whether the zoning proposal is in conformity with the policy and intent of the land use plan.

Yes. This falls well within the parameters of the land use plan. We are well under the maximum of 6 units to the acre.

Number 6: Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

Infill development immediately around this site - and for that matter within the entire city of Smyrna, is currently on the rise. This development will provide momentum and be a quality addition to the neighborhood.

Number 7: Whether the development of the property under the zoning proposal will conform to, be a detriment to or enhance the architectural standards, open space requirements and aesthetics of the general neighborhood, considering the current, historical and planned uses in the area.

This development will provide momentum and help set standards for quality development within the neighborhood.

Number 8: Under any proposed zoning classification, whether the use proposed may create a nuisance or is incompatible with existing uses in the area.

No. Rezoning is actually more appropriate for this site in that we will be providing an appropriate step down from the commercial property adjacent to our South to the lower density residential property adjacent to our North.

Number 9: Whether due to the size of the proposed use, in either land area or building height, the proposed use would affect the adjoining property, general neighborhood and other uses in the area positively or negatively.

This development will positively enhance both the adjoining property and the general neighborhood in that we will be providing a level of quality and beautification that the entire neighborhood will appreciate. The development should increase property values to surrounding residents.

Acknowledgement

Applicant Signature

Steven T. Pacholick

02/22/2023

Rezoning Plat - page 1 of 3

BaeBrooke Village

City of Smyrna, Georgia, Land Lot 632, 17th District

prepared for:

BaeBrooke, LLC

DGM

LAND PLANNING
CONSULTANTS



975 Cobb Place
Bldg Suite 212
KENNESAW
GA 30144
770 514-9006
FAX 514-9491

Site Data

Total Site Area: 1.23 AC

Present Zoning: R-8

Proposed Zoning: RDA

Density: 4.87 UN/AC

Total Units Shown: 6

30' wide x 45' deep unit footprints

w/2 car garages

Proposed Building Setbacks:

front: 20'***

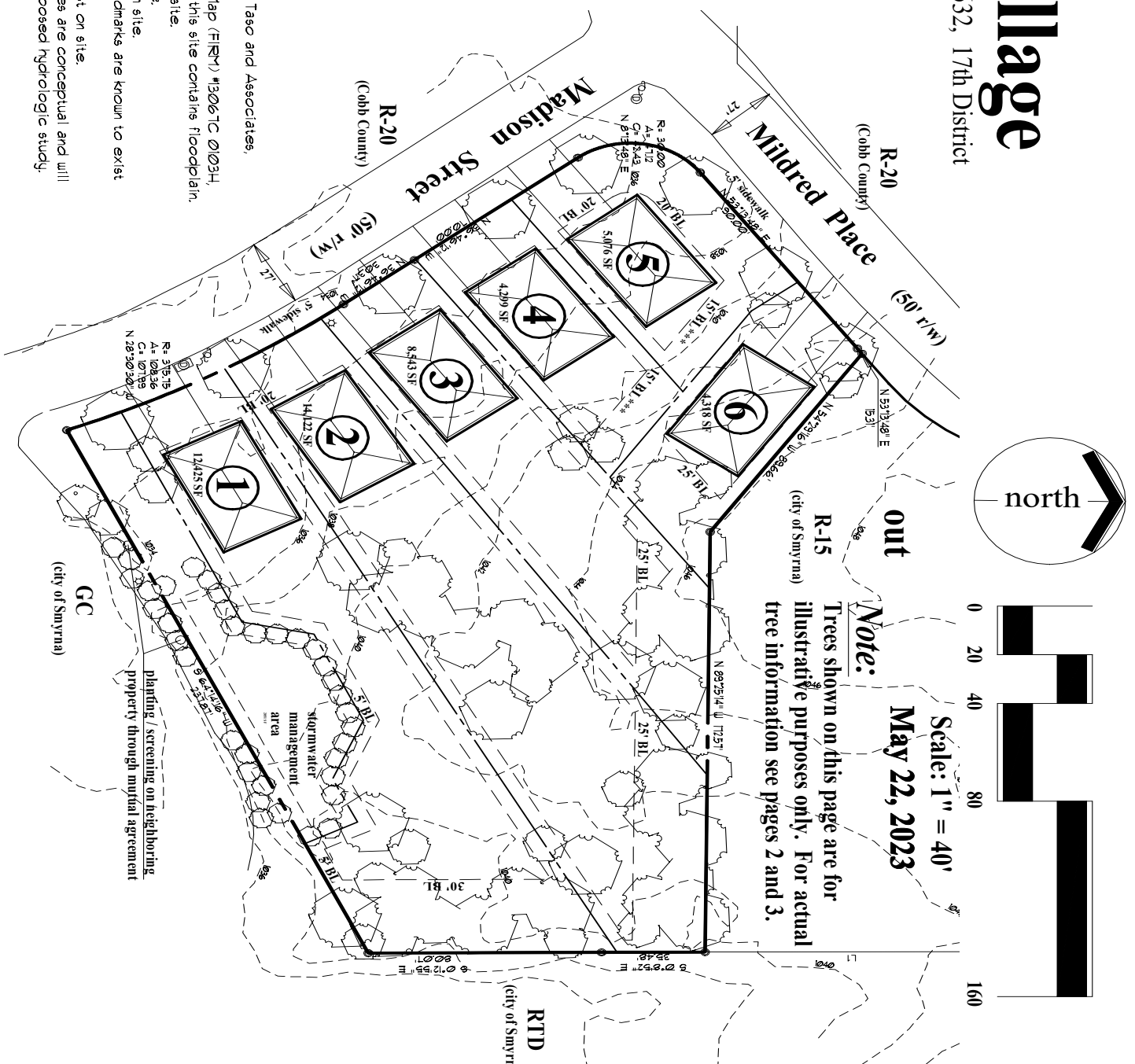
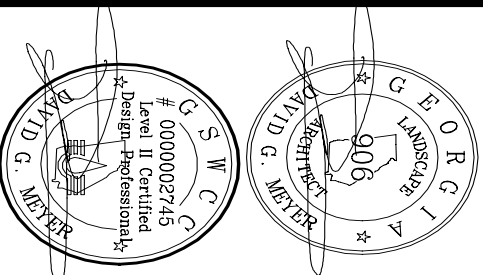
side: 5'

rear: 20'***

***variances requested

General Notes:

1. Boundary survey and topography by Taso and Associates, dated 2010-10-22.
2. According to Flood Insurance Rate Map (FIRM) #13067C 0203H, dated March 4, 2013, no portion of this site contains floodplain.
3. No cemeteries are known to exist on site.
4. No wetlands are known to exist on site.
5. No state waters are known to exist on site.
6. No archeological or architectural landmarks are known to exist on site.
7. No utility easements are known to exist on site.
8. Stormwater and water quality structures are conceptual and will be designed further based on proposed hydrologic study.



ZONING DISCLOSURE REPORT

Has the applicant* made, within two years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to the Mayor or any member of the City Council or Planning and Zoning Board who will consider this application?

No.

If so, the applicant* and the attorney representing the applicant* must file a disclosure report with the Mayor and City Council of the City of Smyrna, within 10 days after this application is filed.

Please supply the following information, which will be considered as the required disclosure:

The name of the Mayor or member of the City Council or Planning and Zoning Board to whom the campaign contribution or gift was made:

N/A

The dollar amount of each campaign contribution made by the applicant* to the Mayor or any member of the City Council or Planning and Zoning Board during the two years immediately preceding the filing of this application, and the date of each such contribution:

N/A

An enumeration and description of each gift having a value of \$250 or more by the applicant* to the Mayor and any member of the City Council or Planning and Zoning Board during the two years immediately preceding the filing of this application:

N/A

Does the Mayor or any member of the City Council or Planning and Zoning Board have a property interest (direct or indirect ownership including any percentage of ownership less than total) in the subject property?

No.

If so, describe the natural and extent of such interest: _____

ZONING DISCLOSURE REPORT (CONTINUED)

Does the Mayor or any member of the City Council or Planning and Zoning Board have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is 10% or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

No.

If so, describe the nature and extent of such interest:

N/A

Does the Mayor or any member of the City Council or Planning and Zoning Board have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

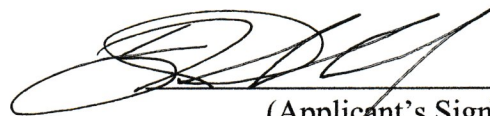
No.

If so, describe the relationship and the nature and extent of such interest:

N/A

If the answer to any of the above is "Yes", then the Mayor or the member of the City Council or Planning and Zoning Board must immediately disclose the nature and extent of such interest, in writing, to the Mayor and City Council of the City of Smyrna. A copy should be filed with this application**. Such disclosures shall be public record and available for public inspection any time during normal working hours.

We certify that the foregoing information is true and correct, this 5 day of March, 2023.


(Applicant's Signature)

(Attorney's Signature, if applicable)

Notes

* Applicant is defined as any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association or trust) applying for rezoning action.

** Copy to be filed with the City of Smyrna Zoning Department and City Clerk along with a copy of the zoning application including a copy of the legal description of the property.

Tree Survey, Protection, and Replacement Plan - page 2 of 3

BaeBrooke Village

City of Smyrna, Georgia, Land Lot 632, 17th District

prepared for:

BaeBrooke, LLC

Tree Calculations

Site Area Calculation:
Net Site Area = 123 AC

Tree Density Calculation:
1.23 AC x 100"/AC = 123 Total Inches Required
EDF + RDE = SDF
EDF = 68" (68" of non-specimens + 0" of specimens preserved)
RDE = 56" (street trees and additional trees
see plan and tree list)

68" + 56" = 124" SDF
therefore density is satisfied

Specimen Tree Recompense Calculation:
No specimen trees exist on site.

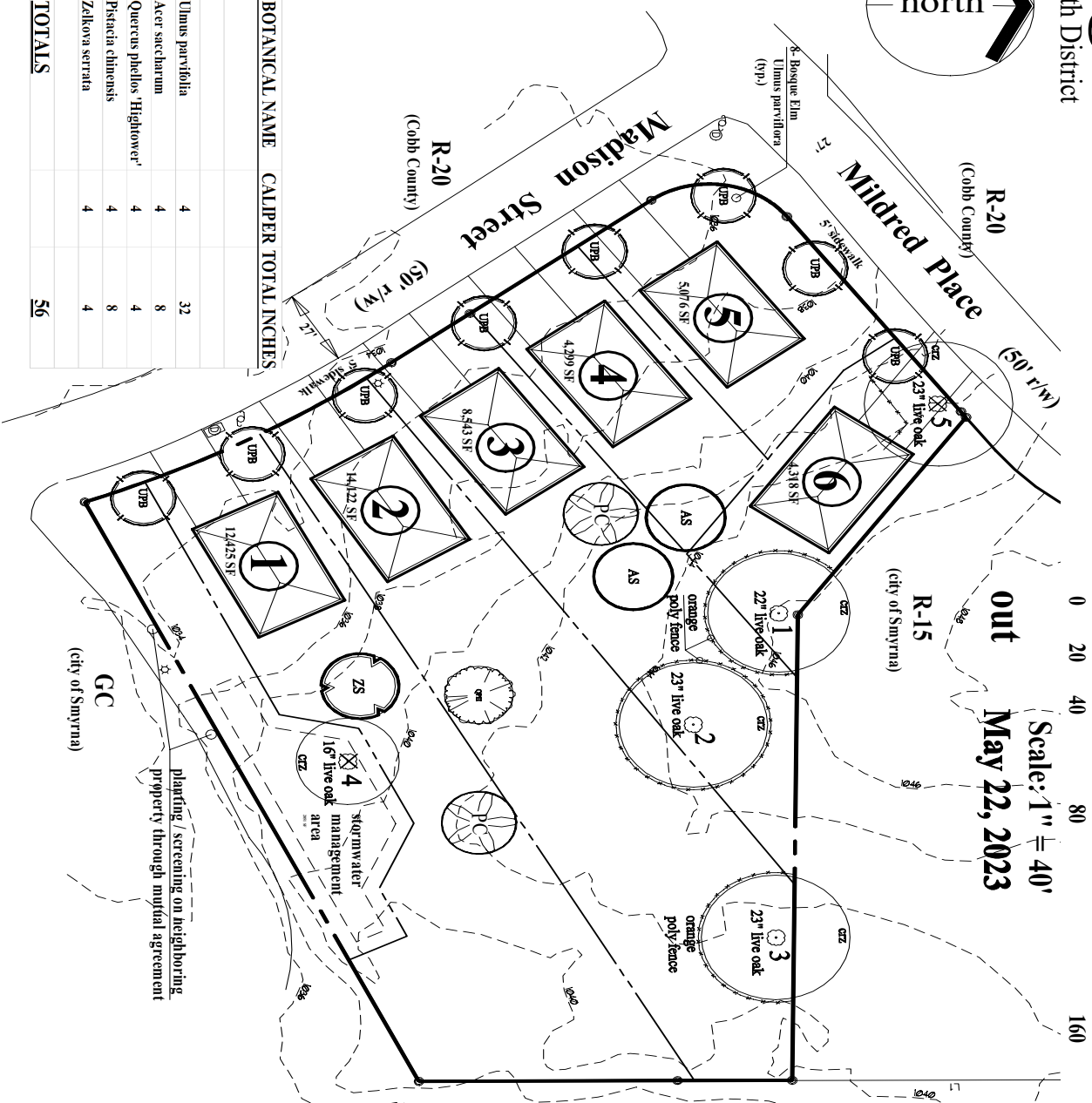
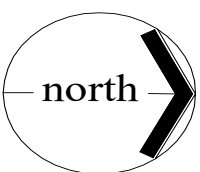
Street Tree Requirement:
8 trees + will be required per the street tree requirement
A total of 8 x 4" caliper trees will be provided. Street trees will
be placed at every viable and appropriate location possible.
The 8 (32") will be counted to satisfy density requirements.

Preserved Non Specimen Tree Inches

| Tree Number | Tree Size DBH (in inches) | Tree Species |
|---------------|---------------------------|--------------|
| 1 | 22 Live Oak | |
| 2 | 23 Live Oak | |
| 3 | 23 Live Oak | |
| Total Inches: | | 68 |

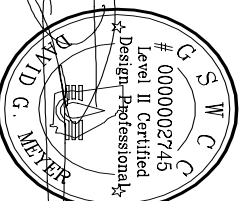
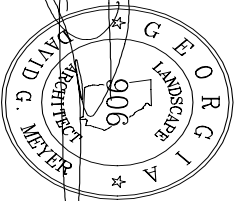
| PLANT TYPE | LABEL | QUAN. | COMMON NAME | BOTANICAL NAME | CALIPER TOTAL INCHES |
|-------------------|-------|-------|-------------|----------------|----------------------|
| Replacement Trees | | | | | |

| | | | | | | |
|--------------------|-----|---|----------------------|-----------------------------|---|----|
| (street tree) | UPB | 8 | Bosque Elm | Ulmus parvifolia | 4 | 32 |
| (replacement tree) | AS | 2 | Sugar Maple | Acer saccharum | 4 | 8 |
| (replacement tree) | QPH | 1 | Hightower Willow Oak | Quercus phellos 'Hightower' | 4 | 4 |
| (replacement tree) | PC | 2 | Chinese Pistache | Pistacia chinensis | 4 | 8 |
| (replacement tree) | ZS | 1 | Zelkova | Zelkova serrata | 4 | 4 |
| TOTALS | | | | | | 56 |



DGM
LAND PLANNING
CONSULTANTS

975 Cobb Place
Bldg Suite 212
KENNESAW
GA 30144
770 514-9006
FAX 514-9491





January 27, 2021

David Meyer
DGM Land Planning Consultants, LLC
1635 Old Highway 41, Suite 112-314
Kennesaw, Georgia 30152
dmeyer@dgmipc.com
770-427-9064

Re: **Stormwater BMP's @ BaeBrooke Village**
City of Smyrna, Cobb County, Georgia

Dear Mr. Meyer,

I have reviewed the proposed site plan for the above development. This was done in order to evaluate the best way to provide stormwater controls for the project. In my opinion, the most strategic method to manage the stormwater BMP for this project is to provide a combination of underground detention and infiltration. This hopefully can be accomplished by oversizing the stormwater pipes that will be a part of the overall design of the project. As well as creating infiltration areas with stone to satisfy the treatment requirements of the Georgia Stormwater Manual.

I hope this letter serves as an assessment that the proposed project can be served by conventional stormwater control methods.

Sincerely,

A handwritten signature in blue ink, which appears to read "Chuck Davis". The signature is fluid and cursive, with a large initial "C" and "D".

Chuck Davis, P.E.

Vice President



City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: CNV2023-001

Agenda Date: 07/17/2023

In Control: Mayor and Council

File Type: Conveyance

Agenda Section:

Consent Agenda

Agenda Number: B.

Department: Community Development

Agenda Title:

Approval to accept the dedication of land described in Exhibit A and authorization to sign all related documents - District 18, Land Lots 172, 174, 175, 2.66 acres - Prestwick Drift LLC

Citywide

ISSUE AND BACKGROUND:

Prestwick Drift LLC is dedicating 2.66 acres of land south of Riverview Road to the City of Smyrna. The land extends approximately from Nichols Drive to Dickerson Drive and adjacent to the Chattahoochee River and is described in Exhibit A.

RECOMMENDATION / REQUESTED ACTION:

Community Development recommends the approval to accept the dedication of land described in Exhibit A and authorization to sign all related documents - District 18, Land Lots 172, 174, 175, 2.66 acres - Prestwick Drift LLC.

Tax Parcel ID#: 18017200050

After recording return to:

Fidelity National Title Insurance Company
Attn: Carly Stillings
3301 Windy Ridge Parkway, Suite 300
Atlanta, Georgia 30339

QUITCLAIM DEED

THIS QUITCLAIM DEED, made effective as of this _____ day of _____, 2023, by and between PRESTWICK DRIFT, LLC, a Georgia limited liability company (hereinafter referred to as the “Grantor”), and the CITY OF SMYRNA, GEORGIA (hereinafter referred to as the “Grantee”).

W I T N E S S E T H:

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold and quitclaimed and by these presents does hereby remise, convey and forever QUITCLAIM unto Grantee all of that certain tract or parcel of land lying and being in Cobb County, Georgia, being more particularly described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to as the “Property”).

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, so that neither Grantor nor any person or persons claiming under Grantor shall at any time by any means or ways, have, claim, or demand any right or title to the Property or its appurtenances, or any rights thereof.

By acceptance of this Quitclaim Deed, Grantee acknowledges that the Property is subject to that certain Amended and Restated Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Riverview Landing dated June 19, 2020, recorded June 23, 2020 in Deed Book 15758, Page 4146, of the Public Records of Cobb County, Georgia.

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

GRANTOR:

PRESTWICK DRIFT, LLC, a Georgia limited liability company

By: Drift Apartment Development JV,
LLC, a Delaware limited liability company, its sole member and manager

By: _____
Wiley A. Tucker, III,
Authorized Signatory

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Commission Expires:

[NOTARY SEAL]

EXHIBIT "A"

Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 172, 174 & 175 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from an iron pin set at the intersection of the northwesterly right-of-way line of River View Road (Variable R/W) with the southwesterly right-of-way line of Nichols Drive (Variable R/W), said point having Georgia West Zone State Plane Coordinates of Northing: 1383172.46 - Easting: 2194456.99; thence crossing River View Road North 75 degrees 51 minutes 9 seconds East a distance of 108.88 feet to a point on the southeasterly right-of-way line of said River View Road, and having Georgia West Zone State Plane Coordinates of Northing: 1383199.07 - Easting: 2194562.57; thence continuing along said right-of-way line of River View Road the following courses and distances: North 28 degrees 34 minutes 6 seconds East a distance of 18.30 feet to a point; thence North 39 degrees 56 minutes 37 seconds East a distance of 32.34 feet to a point; thence North 27 degrees 55 minutes 58 seconds East a distance of 95.27 feet to a point; thence North 23 degrees 15 minutes 19 seconds East a distance of 210.82 feet to a point; thence continue Northeasterly along said line, a distance of 55.41 feet; thence North 25 degrees 22 minutes 29 seconds East a distance of 162.61 feet to a point; thence North 26 degrees 12 minutes 0 seconds East a distance of 230.57 feet to a point; thence North 26 degrees 52 minutes 15 seconds East a distance of 34.92 feet to a point; thence leaving said right-of-way line South 63 degrees 23 minutes 0 seconds East a distance of 209.96 feet to a point said point being the TRUE POINT OF BEGINNING;

From the TRUE POINT OF BEGINNING, as thus established, thence North 26 degrees 37 minutes 00 seconds East a distance of 18.10 feet to a point; thence North 32 degrees 35 minutes 35 seconds East a distance of 15.62 feet to a point; thence North 38 degrees 34 minutes 09 seconds East a distance of 157.27 feet to a point; thence North 37 degrees 01 minutes 22 seconds East a distance of 6.75 feet to a point; thence North 35 degrees 28 minutes 34 seconds East a distance of 377.75 feet to a point; thence South 60 degrees 15 minutes 03 seconds East a distance of 55.29 feet to a point; thence South 66 degrees 37 minutes 16 seconds East a distance of 90.81 feet to a point; thence South 41 degrees 07 minutes 24 seconds West a distance of 96.34 feet to a point; thence South 45 degrees 02 minutes 12 seconds West a distance of 107.25 feet to a point; thence South 40 degrees 09 minutes 32 seconds West a distance of 132.63 feet to a point; thence South 40 degrees 47 minutes 48 seconds West a distance of 129.47 feet to a point; thence South 38 degrees 14 minutes 52 seconds West a distance of 108.74 feet to a point; thence South 36 degrees 47 minutes 27 seconds West a distance of 115.31 feet to a point; thence South 29 degrees 05 minutes 45 seconds West a distance of 48.51 feet to a point; thence South 29 degrees 05 minutes 45 seconds West a distance of 36.02 feet to a point; thence South 29 degrees 33 minutes 53 seconds West a distance of 82.39 feet to a point; thence South 27 degrees 47 minutes 32 seconds West a distance of 62.01 feet to a point; thence South 27 degrees 02 minutes 22 seconds West a distance of 46.57 feet to a point; thence South 27 degrees 02 minutes 22 seconds West a distance of 54.72 feet to a point; thence South 24 degrees 50 minutes 37 seconds West a distance of 49.13 feet to a point; thence South 27 degrees 16 minutes 11 seconds West a distance

of 95.61 feet to a point; thence South 31 degrees 13 minutes 01 seconds West a distance of 97.05 feet to a point; thence South 15 degrees 56 minutes 44 seconds West a distance of 147.80 feet to a point; thence South 13 degrees 00 minutes 28 seconds West a distance of 33.04 feet to a point; thence North 61 degrees 26 minutes 03 seconds West a distance of 88.05 feet to a point; thence North 28 degrees 13 minutes 38 seconds East a distance of 196.94 feet to a point; thence North 26 degrees 36 minutes 39 seconds East a distance of 648.97 feet to a point; thence North 90 degrees 00 minutes 00 seconds East a distance of 0.00 feet to a point; thence North 63 degrees 23 minutes 00 seconds West a distance of 11.73 feet to a point, said point being the true point of beginning.

Said tract contains 116,110 square feet or 2.666 acres.

Tax Parcel ID#: 18017200050

After recording return to:

Fidelity National Title Insurance Company
Attn: Carly Stillings
3301 Windy Ridge Parkway, Suite 300
Atlanta, Georgia 30339

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By: Drift Apartment Development JV,
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[NOTARY SEAL]

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Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 172, 174 & 175 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from an iron pin set at the intersection of the northwesterly right-of-way line of River View Road (Variable R/W) with the southwesterly right-of-way line of Nichols Drive (Variable R/W), said point having Georgia West Zone State Plane Coordinates of Northing: 1383172.46 - Easting: 2194456.99; thence crossing River View Road North 75 degrees 51 minutes 9 seconds East a distance of 108.88 feet to a point on the southeasterly right-of-way line of said River View Road, and having Georgia West Zone State Plane Coordinates of Northing: 1383199.07 - Easting: 2194562.57; thence continuing along said right-of-way line of River View Road the following courses and distances: North 28 degrees 34 minutes 6 seconds East a distance of 18.30 feet to a point; thence North 39 degrees 56 minutes 37 seconds East a distance of 32.34 feet to a point; thence North 27 degrees 55 minutes 58 seconds East a distance of 95.27 feet to a point; thence North 23 degrees 15 minutes 19 seconds East a distance of 210.82 feet to a point; thence continue Northeasterly along said line, a distance of 55.41 feet; thence North 25 degrees 22 minutes 29 seconds East a distance of 162.61 feet to a point; thence North 26 degrees 12 minutes 0 seconds East a distance of 230.57 feet to a point; thence North 26 degrees 52 minutes 15 seconds East a distance of 34.92 feet to a point; thence leaving said right-of-way line South 63 degrees 23 minutes 0 seconds East a distance of 209.96 feet to a point said point being the TRUE POINT OF BEGINNING;

From the TRUE POINT OF BEGINNING, as thus established, thence North 26 degrees 37 minutes 00 seconds East a distance of 18.10 feet to a point; thence North 32 degrees 35 minutes 35 seconds East a distance of 15.62 feet to a point; thence North 38 degrees 34 minutes 09 seconds East a distance of 157.27 feet to a point; thence North 37 degrees 01 minutes 22 seconds East a distance of 6.75 feet to a point; thence North 35 degrees 28 minutes 34 seconds East a distance of 377.75 feet to a point; thence South 60 degrees 15 minutes 03 seconds East a distance of 55.29 feet to a point; thence South 66 degrees 37 minutes 16 seconds East a distance of 90.81 feet to a point; thence South 41 degrees 07 minutes 24 seconds West a distance of 96.34 feet to a point; thence South 45 degrees 02 minutes 12 seconds West a distance of 107.25 feet to a point; thence South 40 degrees 09 minutes 32 seconds West a distance of 132.63 feet to a point; thence South 40 degrees 47 minutes 48 seconds West a distance of 129.47 feet to a point; thence South 38 degrees 14 minutes 52 seconds West a distance of 108.74 feet to a point; thence South 36 degrees 47 minutes 27 seconds West a distance of 115.31 feet to a point; thence South 29 degrees 05 minutes 45 seconds West a distance of 48.51 feet to a point; thence South 29 degrees 05 minutes 45 seconds West a distance of 36.02 feet to a point; thence South 29 degrees 33 minutes 53 seconds West a distance of 82.39 feet to a point; thence South 27 degrees 47 minutes 32 seconds West a distance of 62.01 feet to a point; thence South 27 degrees 02 minutes 22 seconds West a distance of 46.57 feet to a point; thence South 27 degrees 02 minutes 22 seconds West a distance of 54.72 feet to a point; thence South 24 degrees 50 minutes 37 seconds West a distance of 49.13 feet to a point; thence South 27 degrees 16 minutes 11 seconds West a distance

of 95.61 feet to a point; thence South 31 degrees 13 minutes 01 seconds West a distance of 97.05 feet to a point; thence South 15 degrees 56 minutes 44 seconds West a distance of 147.80 feet to a point; thence South 13 degrees 00 minutes 28 seconds West a distance of 33.04 feet to a point; thence North 61 degrees 26 minutes 03 seconds West a distance of 88.05 feet to a point; thence North 28 degrees 13 minutes 38 seconds East a distance of 196.94 feet to a point; thence North 26 degrees 36 minutes 39 seconds East a distance of 648.97 feet to a point; thence North 90 degrees 00 minutes 00 seconds East a distance of 0.00 feet to a point; thence North 63 degrees 23 minutes 00 seconds West a distance of 11.73 feet to a point, said point being the true point of beginning.

Said tract contains 116,110 square feet or 2.666 acres.

Tax Parcel ID# 18017200050 and 18017500150

TTIA file 68508

After recording return to:

Trinity Title Insurance Agency, Inc.

437 E. Ponce de Leon Avenue

Decatur, GA 30030

GRANT OF PERPETUAL PUBLIC ACCESS TRAIL EASEMENT

THIS GRANT OF PERPETUAL PUBLIC ACCESS TRAIL EASEMENT (this “Grant”) is made and entered into this 7th day of February, 2023, by and between PRESTWICK DRIFT, LLC, a Georgia limited liability company (“Grantor”), having an address of 3715 Northside Parkway NW, Bldg. 200, Ste. 175, Atlanta, Georgia 30327, and **THE TRUST FOR PUBLIC LAND**, a California public benefit corporation d/b/a The Trust for Public Land (Inc.) (“Grantee”), having an office at 600 West Peachtree Street, Suite 1840, Atlanta, Georgia 30308.

W I T N E S S E T H:

WHEREAS, Grantor is the owner in fee simple of (i) that certain tract or parcel of real property located in the City of Smyrna, Cobb County, Georgia, known as Cobb County Tax Parcel 18017200050 and being more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the “Grantor Property”), and (ii) that certain tract or parcel of real property located in the City of Smyrna, Cobb County, Georgia, known as Cobb County Tax Parcel 18017500150 and being more particularly described in Exhibit B attached hereto and by this reference made a part hereof (the “Additional Grantor Property”);

WHEREAS, Grantor has developed and is presently developing property owned by Grantor adjacent to the Grantor Property for residential and commercial purposes;

WHEREAS, a portion of the Grantor Property consisting of a corridor of land approximately 100 feet in width, which runs along the bank of the Chattahoochee River (which river serves as the easterly boundary of the Grantor Property) for the length of the Grantor Property, remains as an undeveloped buffer;

WHEREAS, Grantor wishes to grant and Grantee wishes to accept (i) a perpetual public access trail easement over the entire Grantor Property, and (ii) an eight (8) foot wide perpetual public access trail easement over a portion of the Additional Grantor Property to connect the Grantor Property with River View Road as described and depicted in Exhibit C attached hereto and by this reference made a part hereof (such 8 foot wide easement area, the “Riverview Road Connector Trail Easement Area”; the Grantor Property and the Riverview Road Connector Trail Easement Area being collectively referred to herein as the “Trail Easement Property”);

WHEREAS, the Trail Easement Property in its present state possesses significant natural, scenic, aesthetic, watershed and open-space features as well as recreational and educational opportunities for members of the general public by reason of the Trail Easement Property's inclusion within the Chattahoochee River corridor (collectively, the "Recreational Values");

WHEREAS, the preservation of the Trail Easement Property in substantially its present state, together with the restricted and limited establishment of new uses on the Trail Easement Property, including certain recreational uses that have proven to be historically compatible with the Trail Easement Property's Recreational Values, will clearly preserve and enhance the Trail Easement Property's Recreational Values;

WHEREAS, governmental policy in recent years has mandated additional protection of the Chattahoochee River and lands along its banks, including Georgia's River Care 2000 program and federal initiatives to expand the Chattahoochee River National Recreation Area;

WHEREAS, the Georgia General Assembly has enacted the Metropolitan River Protection Act, O.C.G.A. Sections 12-5-440 et seq., to protect within the Chattahoochee River corridor water quality and recreational values, and prevent and control activities which contribute to floods, flood damage, erosion and siltation, which purposes are furthered by the grant of the Trail Easement (as hereinafter defined in Paragraph 2 below);

WHEREAS, the Recreational Values are of great importance to Grantor, Grantee, the people of the State of Georgia and the general public, and are worthy of preservation and conservation;

WHEREAS, Grantee is a nonprofit corporation, one of whose purposes is to preserve and conserve areas such as the Trail Easement Property in order to preserve the Recreational Values;

WHEREAS, Grantee is a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"), and is a qualified "holder" within the meaning of O.C.G.A. section 44-10-2 (2);

WHEREAS, Grantor and Grantee mutually intend that the Trail Easement Property be preserved in perpetuity for the purpose of providing recreational and open space opportunities for the general public, and, where feasible in furtherance of the Recreational Values, improved with a recreational trail along the Chattahoochee River corridor, for the enjoyment of the general public which yields a significant public benefit, the preservation of open space pursuant to clearly delineated governmental policy which yields a significant public benefit, and public recreation and/or education, subject to the provisions contained herein;

WHEREAS, Grantor also wishes to preserve the Recreational Values by providing for the continuation of only those uses on the Trail Easement Property and such other uses as may expressly be permitted herein that have proven historically compatible with the Recreational Values, including, without limitation, the Trail Easement (as hereinafter defined);

WHEREAS, Grantor, as owner of the Trail Easement Property, wishes to convey to Grantee a non-possessory interest in the form of the Trail Easement over and across the Trail Easement Property to preserve and protect the Recreational Values of the Trail Easement Property in perpetuity, and Grantee wishes to accept such conveyance of the Trail Easement from Grantor, but only upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at or before the sealing and delivery of these presents, the mutual intentions expressed in the foregoing

recitals, the mutual covenants, terms, conditions and restrictions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General Purposes. It is the general purpose of the Trail Easement to assure that except as expressly provided herein: (a) the Trail Easement Property will be retained forever as improved with the recreational trail in a natural, scenic, aesthetic, open and undisturbed condition: (b) will be accessible by members of the general public at no charge (in the context of O.C.G.A. section 51-3-21 (1)) for recreational and/or educational purposes, and (c) will not be used in such fashion as will significantly impair or interfere with the Recreational Values of the Trail Easement Property.

2. Grant of Easements. To accomplish the general purpose of this Grant, Grantor, hereby grants, establishes, conveys and confirms unto Grantee:

(a) a perpetual non-exclusive easement over the Trail Easement Property for the purposes of installing, constructing, using, operating, repairing, maintaining and replacing such trails as Grantee may develop thereon, to be located generally parallel to the Chattahoochee River, for the use, benefit and enjoyment of members of the public at no charge (in the context of O.C.G.A. section 51-3-21(1)), limited to pedestrian, non-motorized bicycle path use only (with vehicular access over and across other portions of the Trail Easement Property to such trail system permitted only where feasible, in the event of an emergency and, to the extent necessary or convenient, pursuant to Grantor's prior written consent (which shall not be unreasonably withheld or delayed) for trail construction and/or trail maintenance, provided care is taken to minimize the environmental impact of such vehicular access (collectively, the "Trail Easement"); and

(b) a temporary non-exclusive easement across the Additional Grantor Property for construction ingress and egress in a location mutually agreed upon by Grantor and Grantee (the "Temporary Access Easement"). The duration of the Temporary Access Easement shall not exceed 12 months from the day of commencement of construction within the Trail Easement Property. Grantee shall be solely responsible for its use of the Temporary Access Easement and shall hold harmless Grantor from and against any claims resulting from use of the Temporary Access Easement. Grantee's use of the Temporary Access Easement shall not interfere with activities on the Grantor Property or the Additional Grantor Property, and any damage to the Grantor Property and/or the Additional Grantor Property resulting from Grantee's use of the Temporary Access Easement shall be the sole responsibility of Grantee to repair.

Any trail, or trails (the "Trails") constructed within the Trail Easement Property shall be constructed and maintained in accordance with the following:

(1) The Trails shall be created, constructed and maintained in compliance with applicable law, at no cost to Grantor;

(2) Grantee shall be responsible for obtaining all necessary permits, licenses and approvals in connection with the construction and maintenance of the Trails, and Grantor shall cooperate with such efforts;

(3) Grantee shall, subsequent to any work performed in connection with the Trails, restore any adversely affected surface area of the remainder of the Grantor Property or adjacent property owned by Grantor at Grantee's sole cost and expense to the same condition as existed prior to such work;

(4) The Trails shall run more or less parallel to the banks of the Chattahoochee River or any impoundment thereof but shall also provide for access to the trail system, if any, from the balance of the Grantor Property at such access points as are mutually acceptable to Grantor and Grantee and from River View Road along the River View Road Connector Trail Easement;

(5) If paths comprising the Trails are constructed with paved or other impervious material, such impervious trail area shall be limited to a single trunk trail with connection/access trails running generally perpendicular thereto, and in any case, such impervious trail area shall not exceed fifteen (15) feet in width; and

(6) To the extent reasonably practicable, the Trails shall be configured and installed so as to maximize the natural, scenic, and aesthetic features of the Trail Easement Property (provided, however, Grantor acknowledges that Grantee shall have the right (a) to revegetate the Trail Easement Property in furtherance of the Recreational Values with native plants intended to enhance and restore the natural features of the Trail Easement Property as well as to stabilize soils along the Chattahoochee River corridor, and (b) to the extent necessary or desirable, to cut and level the grade of portions of the Trail Easement Property in order to achieve beneficial layout of the Trails, provided the risk of soil erosion is minimized as much as reasonably possible, and the Trails are laid out and designed with the goal of stabilizing soils in such portions of the Trail Easement Property where soils may presently be subject to erosion.

3. Prohibited Uses. Any activity on, or use of, the Trail Easement Property materially inconsistent with the purpose of the Trail Easement or the Temporary Access Easement is prohibited. Except as expressly provided below in this Paragraph or as otherwise expressly contemplated herein, the Grantee, its successors and assigns shall be solely responsible for construction of the Trails and any appropriate landscaping and shall maintain the Trails and related improvements for the use and benefit of the public. Grantee acknowledges that no structures shall be constructed on the Trail Easement Property. It is mutually agreed and understood, however, that the Trail Easement permits Grantor and its successors-in-interest to use the Trail Easement Property for all purposes of access to the Trails on the Trail Easement Property for recreational use not inconsistent with the Trail Easement. Notwithstanding the foregoing to the contrary, it is expressly understood and agreed that Grantee, its successors and assigns shall be permitted to construct and maintain the Trails (together with associated signage, benches, and related trail-side improvements), consistent with the provisions of Paragraph 2. above and Grantee shall have the right to regulate use of the Trails by setting hours of use, rules, and regulating closures in the event of an emergency. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. The change, disturbance, alteration or impairment of the natural, scenic and aesthetic features of the Trail Easement Property, except as expressly provided herein.

B. Any residential, commercial or industrial use of, or activity on, the Trail Easement Property.

C. The construction or maintenance on the Trail Easement Property of any buildings, structures or other improvements, except as expressly permitted herein with respect to the Trails.

D. Except as expressly contemplated herein with respect to the Trails and landscaping of the Trail Easement Property in order to enhance the Recreational Values, any change, disturbance, alteration, or impairment whatsoever of the natural, scenic, and aesthetic features and conditions of the Trail Easement Property.

E. The exploration for, or the extraction of, oil, gas or other minerals, hydrocarbons, soils or other materials on or below the surface of the Trail Easement Property.

F. The dumping or other disposal of trash, garbage or other refuse of any nature whatsoever on the Trail Easement Property.

G. Any use or activity that causes or presents a risk of soil erosion including, without limitation, excavation (except as may be necessary in connection with construction of the Trails), land filling (except as may be necessary in connection with construction of the Trails), dredging and mining activities.

H. The construction, maintenance or erection of any sign or billboard on the Trail Easement Property except those designed to enhance use of the Trails on the Trail Easement Property.

J. The construction or extension of utility systems, except such systems as are necessary to serve the Trails, provided they are constructed at reasonable locations and the lines or conduits incorporated into such Trails are underground.

4. Reserved.

5. Hold Harmless; Indemnification. Grantee shall conduct its activities pursuant to the Trail Easement and the Temporary Access Easement so as not to endanger or harm any persons or otherwise damage the Grantor Property or the Additional Grantor Property including, but not limited to, the Trail Easement Property. Grantee shall indemnify, save, and hold harmless and defend the Grantor, and all of its officers, agents, and employees from any and all claims, losses, injuries, damages and liabilities to persons or property resulting, wholly or in part, from acts or omissions of Grantee, including acts or omissions of its contractors, agents and employees. Notwithstanding the foregoing, the Grantee shall not be liable to (or held to indemnify) Grantor for liability arising from and caused by any act or omission of the Grantor.

6. Taxes. Grantor shall pay, before delinquency, all taxes and assessments levied on or assessed against the Trail Easement Property by any competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Grant, and shall furnish Grantee with satisfactory evidence of payment upon request.

7. Subordination of Mortgages. If the Trail Easement Property is encumbered with a deed(s) to secure debt, Grantor agrees to work with the beneficiary thereof to subordinate the deed(s) to secure debt to the rights of Grantee under this Grant.

8. Condemnation. If the Trail Easement Property is taken, in whole or in part, by exercise of the power of eminent domain (it being understood that, if possible, any such exercise with respect to the Trail Easement Property shall be with the express written consent of both Grantor and Grantee), Grantee shall be entitled to compensation in accordance with applicable law, and Grantor and Grantee agree to join in all necessary and appropriate actions to recover the full value of such condemnation, including all incidental damages.

9. Assignment. The Trail Easement and the Temporary Access Easement are transferable, but Grantee may assign its rights and obligations under this Grant only to an organization that is a "qualified organization" at the time of transfer under Section 170(h) of the Code and the applicable regulations promulgated thereunder or to a Federal, state or local governmental agency or other public entity. As a condition precedent to any such transfer(s), Grantee and its successors and assigns shall obtain a specific

written assumption of and agreement to be bound by this Grant. Each such assumption shall be recorded in the public records of Cobb County, Georgia, and thereafter a copy of same shall be sent to Grantor or the heirs, executors, administrators, personal representatives, successors or assigns of Grantor, as applicable.

10. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other hereunder shall be in writing and either served personally or sent by nationally-recognized, overnight courier service or U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or to such other addresses as may be specified by any such party to the other hereunder by written notice delivered in accordance with this Paragraph 10):

To Grantor: Prestwick Drift, LLC
3715 Northside Parkway NW, Bldg. 200, Ste. 175
Atlanta, Georgia 30327
Attention: Chuck Young

With a copy to: Arnall Golden Gregory LLP
Attn: Andrew D. Siegel
171 17th Street, Suite 2100
Atlanta, Georgia 30363

To Grantee: The Trust for Public Land (Inc.)
600 West Peachtree Street
Suite 1840
Atlanta, Georgia 30308
Attention: Walt Ray

With a copy to: The Trust for Public Land (Inc.)
306 North Monroe Street
Tallahassee, FL 32301
Attention: Pete Fodor

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery, if personally served or if delivered by nationally recognized, overnight courier service, or on the date indicated on the return receipt, if sent by U.S. registered or certified mail as described above. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice given on the date of mailing.

11. General Provisions.

A. Controlling Law. The interpretation and performance of this Grant shall be governed by and construed in accordance with the laws of the State of Georgia.

B. Construction. If any provision of this Grant is found to be ambiguous, an interpretation consistent with the purposes of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement. This Grant sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, understandings, and agreements relating thereto, all of which are merged herein.

E. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. Successors and Assigns; Covenants, etc. Run With Land. The covenants, terms, conditions and restrictions of this Grant shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, and shall continue as an easement and servitude running with the Grantor Property in perpetuity and enforceable against Grantor and all present and future owners, tenants and other holders of any interest in the Grantor Property. The benefits herein conferred upon Grantee shall be in gross and assignable by Grantee, but only in accordance with Paragraph 9 above. The terms "Grantor" and "Grantee", when used herein, shall be deemed to refer to Grantor or Grantee, as the case may be, and its personal representatives, heirs, executors, administrators, successors and assigns.

G. Termination of Rights and Obligations. Each party's rights and obligations under this Grant shall terminate upon the transfer of such party's interest in this Grant pursuant to Paragraph 9 above or the sale or transfer of the Trail Easement Property (subject to the provisions of subparagraph 11(F) above and otherwise consistent with the terms of this Grant), as the case may be, except that liability for the acts or omissions of such party occurring prior to such transfer shall expressly survive such transfer.

H. Captions. The captions in this Grant have been inserted solely for convenience of reference, are not a part of this Grant and shall have no effect upon construction or interpretation.

I. Grantor's Successors-in-Title. Grantor agrees that any conveyance of the Trail Easement Property by Grantor will be made expressly subject to the terms, conditions, restrictions and purposes of this Grant and the same shall be inserted by Grantor in, or incorporated by reference in, any subsequent deed or other legal instrument by which Grantor divests itself of fee simple or any other interest in the Trail Easement Property or any portion thereof, and Grantor hereby agrees to notify Grantee or its successors or assigns of any such conveyance.

J. Grantor's Representation and Warranty. Grantor hereby represents and warrants that it is seized of the Trail Easement Property in fee simple and has good right to grant and convey the Trail Easement and the Temporary Access Easement.

K. Recordation. Grantor and Grantee agree that this Grant shall be promptly recorded by Grantee in the Office of the Clerk of Superior Court of Cobb County, Georgia, at Grantee's sole cost and expense. Grantor shall provide Grantee with the original, recorded Trail Easement promptly following its receipt of same from the Clerk of the Superior Court of Cobb County, Georgia.

L. Counterparts. This Grant may be executed in one or more counterparts and as so executed shall constitute a single instrument.

M. Amendment. This Grant shall not be modified or altered in any respect except by a writing executed and delivered by the then owner(s) of the Grantor Property and the Grantee and recorded in the public records of Cobb County, Georgia.

12. Termination. Notwithstanding anything to the contrary provided in this Grant, Grantor and Grantee hereby acknowledge and agree that this Grant shall automatically terminate, be of no further force or effect, and no longer burden any portion of the Grantor Property if (i) Grantee does not

commence the construction and installation of the Trails contemplated hereby by June 1, 2023, or (ii) Grantee does not complete the construction and installation of the Trails contemplated hereby by June 1, 2024. Notwithstanding the automatic termination of this Grant as aforesaid, each of Grantor and Grantee agrees to promptly execute and record in the public records of Cobb County, Georgia a termination of this Grant if either of the foregoing conditions to such termination occurs.

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IN WITNESS WHEREOF, each of Grantor and Grantee has caused its hand and seal to be hereunto affixed by its duly authorized signatory(ies) as of the day and year first above written.

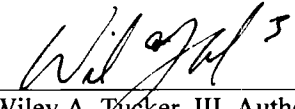
GRANTOR:

Signed, sealed and delivered
in the presence of:

PRESTWICK RIVERVIEW, LLC,
a Georgia limited liability company

By: Riverview Apartment Development JV,
LLC, a Georgia limited liability company,
its sole member and manager


CASEY CRAVEN
Unofficial Witness

By : 
Wiley A. Tucker, III, Authorized Signatory

Maxim I Kovtoun
Notary Public

My Commission Expires:

Jan. 27th, 2025

[NOTARIAL SEAL]

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]



[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires:

08/31/2026



GRANTEE:

THE TRUST FOR PUBLIC LAND.

a California public benefit corporation d/b/a
The Trust for Public Land (Inc.)

By : [Signature]
Name: Greg Drenting
Title: C.A. State Director

Attest: [Signature]
Name: Stacy Gayhart
Title: Assistant Secretary

[CORPORATE SEAL]

Exhibit "A"

Legal Description of Grantor Property

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 172, 174 & 175 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from an iron pin set at the intersection of the northwesterly right-of-way line of River View Road (Variable R/W) with the southwesterly right-of-way line of Nichols Drive (Variable R/W), said point having Georgia West Zone State Plane Coordinates of Northing: 1383172.46 - Easting: 2194456.99; thence crossing River View Road North 75 degrees 51 minutes 9 seconds East a distance of 108.88 feet to a point on the southeasterly right-of-way line of said River View Road, and having Georgia West Zone State Plane Coordinates of Northing: 1383199.07 - Easting: 2194562.57; thence continuing along said right-of-way line of River View Road the following courses and distances: North 28 degrees 34 minutes 6 seconds East a distance of 18.30 feet to a point; thence North 39 degrees 56 minutes 37 seconds East a distance of 32.34 feet to a point; thence North 27 degrees 55 minutes 58 seconds East a distance of 95.27 feet to a point; thence North 23 degrees 15 minutes 19 seconds East a distance of 210.82 feet to a point; thence continue Northeasterly along said line, a distance of 55.41 feet; thence North 25 degrees 22 minutes 29 seconds East a distance of 162.61 feet to a point; thence North 26 degrees 12 minutes 0 seconds East a distance of 230.57 feet to a point; thence North 26 degrees 52 minutes 15 seconds East a distance of 34.92 feet to a point; thence leaving said right-of-way line South 63 degrees 23 minutes 0 seconds East a distance of 209.96 feet to a point said point being the TRUE POINT OF BEGINNING;

From the TRUE POINT OF BEGINNING, as thus established, thence North 26 degrees 37 minutes 00 seconds East a distance of 18.10 feet to a point; thence North 32 degrees 35 minutes 35 seconds East a distance of 15.62 feet to a point; thence North 38 degrees 34 minutes 09 seconds East a distance of 157.27 feet to a point; thence North 37 degrees 01 minutes 22 seconds East a distance of 6.75 feet to a point; thence North 35 degrees 28 minutes 34 seconds East a distance of 377.75 feet to a point; thence South 60 degrees 15 minutes 03 seconds East a distance of 55.29 feet to a point; thence South 66 degrees 37 minutes 16 seconds East a distance of 90.81 feet to a point; thence South 41 degrees 07 minutes 24 seconds West a distance of 96.34 feet to a point; thence South 45 degrees 02 minutes 12 seconds West a distance of 107.25 feet to a point; thence South 40 degrees 09 minutes 32 seconds West a distance of 132.63 feet to a point; thence South 40 degrees 47 minutes 48 seconds West a distance of 129.47 feet to a point; thence South 38 degrees 14 minutes 52 seconds West a distance of 108.74 feet to a point; thence South 36 degrees 47 minutes 27 seconds West a distance of 115.31 feet to a point; thence South 29 degrees 05 minutes 45 seconds West a distance of 48.51 feet to a point; thence South 29 degrees 05 minutes 45 seconds West a distance of 36.02 feet to a point; thence South 29 degrees 33 minutes 53 seconds West a distance of 82.39 feet to a point; thence South 27 degrees 47 minutes 32 seconds West a distance of 62.01 feet to a point; thence South 27 degrees 02 minutes 22 seconds West a distance of 46.57 feet to a point; thence South 27 degrees 02 minutes 22 seconds West a distance of 54.72 feet to a point; thence South 24 degrees 50 minutes 37 seconds West a distance of 49.13 feet to a point; thence South 27 degrees 16 minutes 11 seconds West a distance of 95.61 feet to a point; thence South 31 degrees 13 minutes 01 seconds West a distance of 97.05 feet to a point; thence South 15 degrees 56 minutes 44 seconds West a

EXHIBIT A

distance of 147.80 feet to a point; thence South 13 degrees 00 minutes 28 seconds West a distance of 33.04 feet to a point; thence North 61 degrees 26 minutes 03 seconds West a distance of 88.05 feet to a point; thence North 28 degrees 13 minutes 38 seconds East a distance of 196.94 feet to a point; thence North 26 degrees 36 minutes 39 seconds East a distance of 648.97 feet to a point; thence North 90 degrees 00 minutes 00 seconds East a distance of 0.00 feet to a point; thence North 63 degrees 23 minutes 00 seconds West a distance of 11.73 feet to a point, said point being the true point of beginning.

Said tract contains 116,110 square feet or 2.666 acres.



Exhibit "B"

Legal Description of Additional Grantor Property

EXHIBIT B

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 172, 174 & 175 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from an iron pin set at the intersection of the northwesterly right-of-way line of River View Road (Variable R/W) with the southwesterly right-of-way line of Nichols Drive (Variable R/W), said point having Georgia West Zone State Plane Coordinates of Northing: 1383172.46 - Easting: 2194456.99; thence crossing River View Road North 75 degrees 51 minutes 9 seconds East a distance of 108.88 feet to a point on the southeasterly right-of-way line of said River View Road, and having Georgia West Zone State Plane Coordinates of Northing: 1383199.07 - Easting: 2194562.57, said point being THE TRUE POINT BEGINNING;

From the TRUE POINT OF BEGINNING, as thus established, Thence North 28 degrees 34 minutes 06 seconds East a distance of 18.30 feet to a point; thence North 39 degrees 56 minutes 37 seconds East a distance of 32.34 feet to a point; thence North 27 degrees 55 minutes 58 seconds East a distance of 95.27 feet to a point; thence North 23 degrees 15 minutes 19 seconds East a distance of 210.82 feet to a point; thence North 23 degrees 15 minutes 19 seconds East a distance of 55.41 feet to a point; thence North 25 degrees 22 minutes 29 seconds East a distance of 162.61 feet to a point; thence North 26 degrees 12 minutes 00 seconds East a distance of 230.57 feet to a point; thence North 26 degrees 52 minutes 15 seconds East a distance of 24.42 feet to a point; thence South 63 degrees 23 minutes 00 seconds East a distance of 221.74 feet to a point; thence South 26 degrees 36 minutes 39 seconds West a distance of 638.47 feet to a point; thence South 28 degrees 13 minutes 38 seconds West a distance of 196.94 feet to a point; thence North 61 degrees 26 minutes 03 seconds West a distance of 38.74 feet to a point; thence North 61 degrees 26 minutes 03 seconds West a distance of 167.21 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains 177,255 square feet or 4.069 acres.

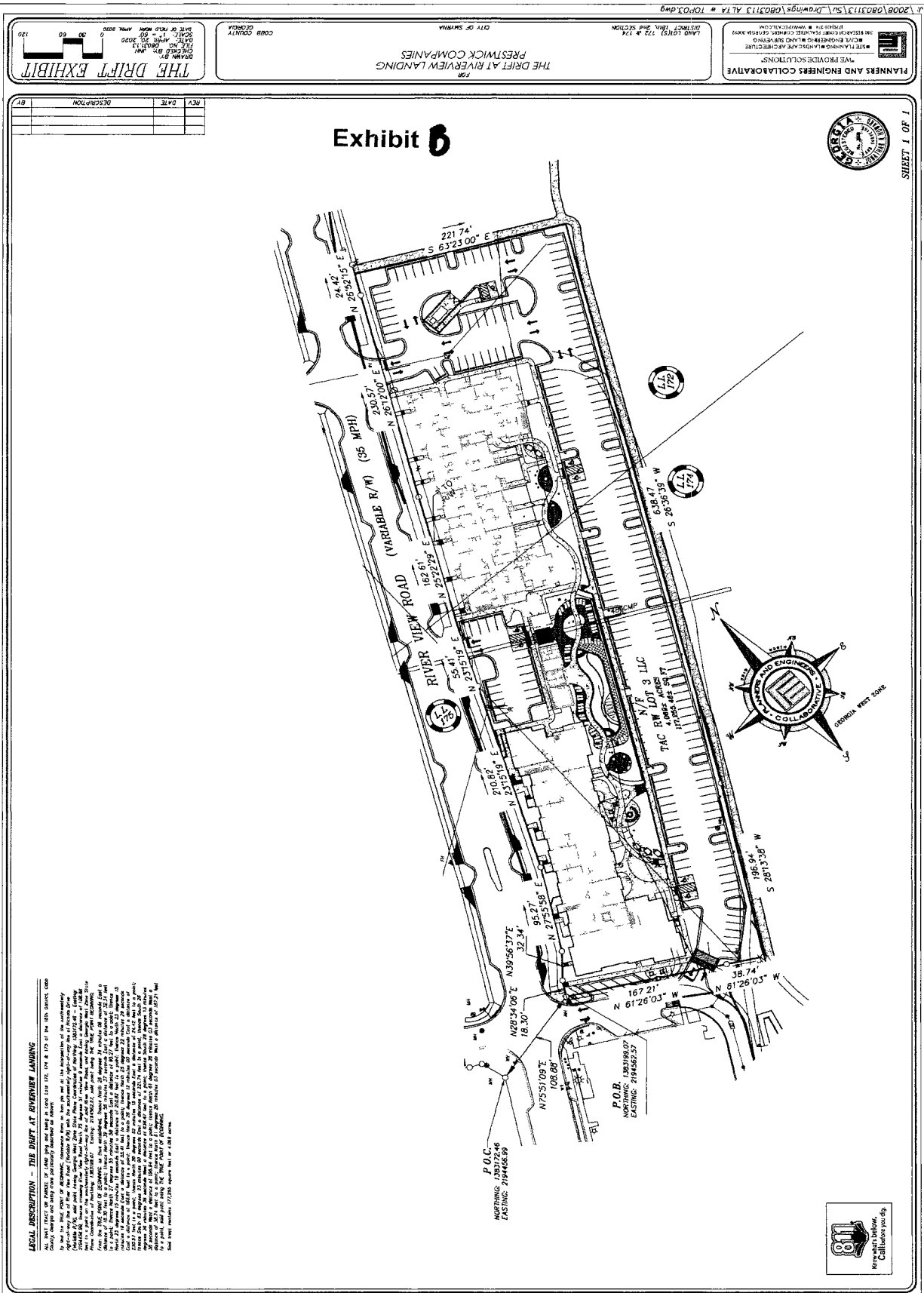


EXHIBIT C

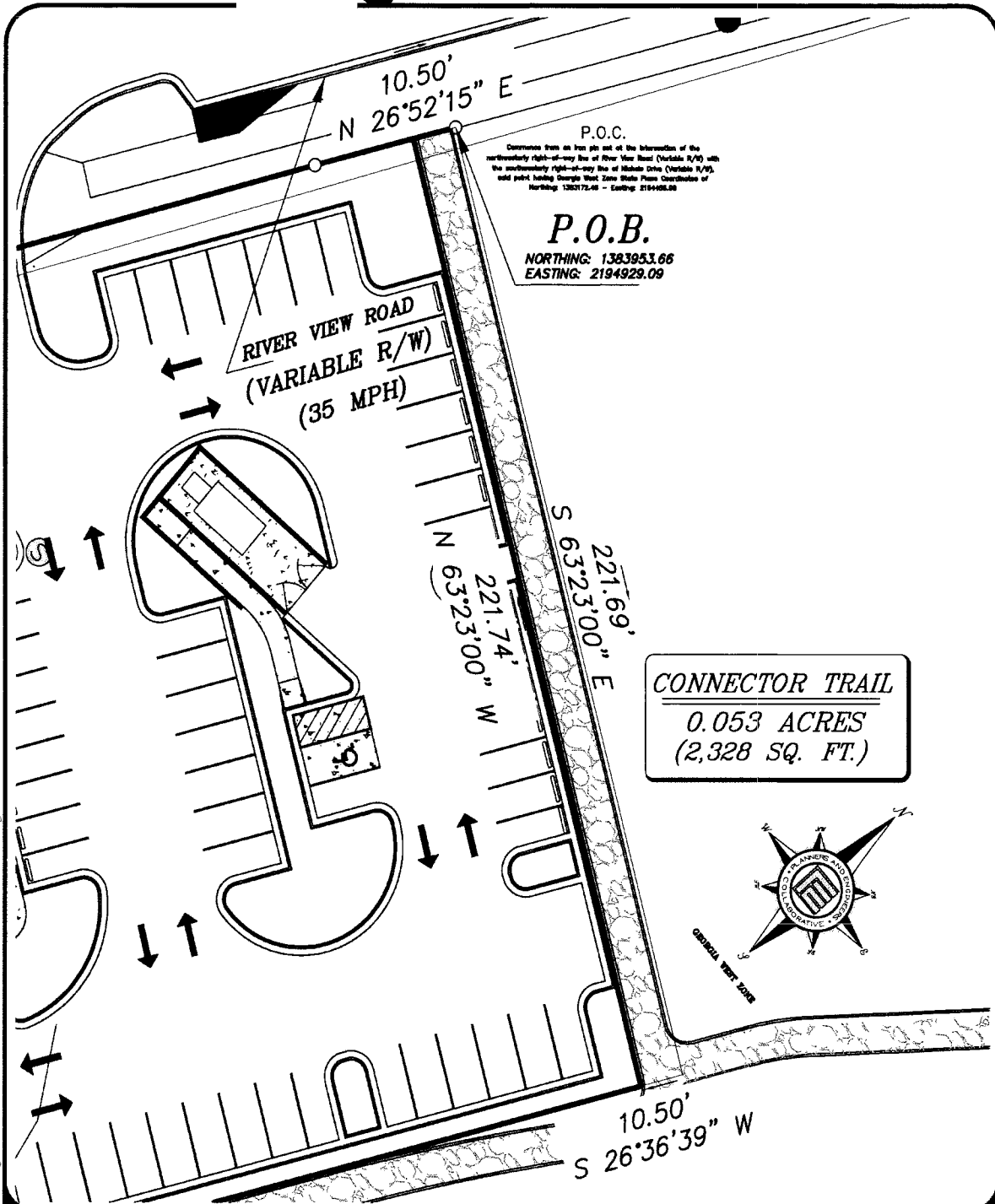
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 172, 174 & 175 of the 18th District, Cobb County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence from an iron pin set at the intersection of the northwesterly right-of-way line of River View Road (Variable R/W) with the southwesterly right-of-way line of Nichols Drive (Variable R/W), said point having Georgia West Zone State Plane Coordinates of Northing: 1383172.46 - Easting: 2194456.99; thence crossing River View Road North 75 degrees 51 minutes 9 seconds East a distance of 108.88 feet to a point on the southeasterly right-of-way line of said River View Road, and having Georgia West Zone State Plane Coordinates of Northing: 1383199.07 - Easting: 2194562.57; thence continuing along said right-of-way line of River View Road the following courses and distances: North 28 degrees 34 minutes 6 seconds East a distance of 18.30 feet to a point; thence North 39 degrees 56 minutes 37 seconds East a distance of 32.34 feet to a point; thence North 27 degrees 55 minutes 58 seconds East a distance of 95.27 feet to a point; thence North 23 degrees 15 minutes 19 seconds East a distance of 210.82 feet to a point; thence continue Northeasterly along said line, a distance of 55.41 feet; thence North 25 degrees 22 minutes 29 seconds East a distance of 162.61 feet to a point; thence North 26 degrees 12 minutes 0 seconds East a distance of 230.57 feet to a point; thence North 26 degrees 52 minutes 15 seconds East a distance of 24.42 feet to a point; thence North 26 degrees 52 minutes 15 seconds East a distance of 10.50 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Thence leaving said right-of-way line South 63 degrees 23 minutes 00 seconds East a distance of 221.69 feet to a point; thence South 26 degrees 36 minutes 39 seconds West a distance of 10.50 feet to a point; thence North 63 degrees 23 minutes 00 seconds West a distance of 221.74 feet to a point; thence North 26 degrees 52 minutes 15 seconds East a distance of 10.50 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said tract contains 2,328 square feet or 0.053 acres.

Exhibit 



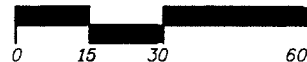
Planners & Engineers Collaborative+

LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2741 WWW.PEC.PLUS
C.O.A -LSF000004

**TRAIL CONNECTOR EXHIBIT
FOR
PRESTWICK COMPANIES**

DRAWN BY: NAV
CHECKED BY: JNH
FILE NO.: 08031.13
DATE: 1/9/23
SCALE: 1"=30'



COMPUTATION OF MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES FOR YEAR 2023

COUNTY COBB TAXING JURISDICTION CITY OF SMYRNA

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

| DESCRIPTION | 2022 DIGEST | REASSESSMENT OF EXISTING REAL PROPERTY | OTHER CHANGES TO TAXABLE DIGEST | 2023 DIGEST |
|---|---------------|---|------------------------------------|---------------|
| This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years. | | | | |
| REAL | 3,656,239,604 | 513,750,975 | 67,420,918 | 4,237,411,497 |
| PERSONAL | 252,570,381 | | 29,887,739 | 282,458,120 |
| MOTOR VEHICLE | 11,607,030 | | -703,530 | 10,903,500 |
| MOBILE HOMES | 20,242 | | -599 | 19,643 |
| TIMBER-100% | 0 | | 0 | 0 |
| HEAVY DUTY EQUIP | 48,933 | | -17,437 | 31,496 |
| GROSS DIGEST | 3,920,486,190 | 513,750,975 | 96,587,091 | 4,530,824,256 |
| EXEMPTION | 403,969,873 | 0 | 148,646,726 | 552,616,599 |
| FLPA Reimbursement Value | 0 | 0 | 0 | 0 |
| NET DIGEST | 3,516,516,317 | 513,750,975 | -52,059,635 | 3,978,207,657 |
| | (PYD) | (RVA) | (NAG) | (CYD) |
| 2022 MILLAGE RATE>>> | 8.990 | 2023 PROPOSED MILLAGE RATE>>> | | 8.990 |

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

| DESCRIPTION | ABBREVIATION | AMOUNT | FORMULA |
|--|--------------|---------------|---------------|
| 2022 Net Digest | PYD | 3,516,516,317 | |
| Net Value Added-Reassessment of Existing Real Property | RVA | 513,750,975 | |
| Other Net Changes to Taxable Digest | NAG | -52,059,635 | |
| 2023 Net Digest | CYD | 3,978,207,657 | (PYD+RVA+NAG) |
| 2022 Millage Rate | PYM | 8.990 | |
| Millage Equivalent of Reassessed Value Added | ME | 1.161 | (RVA/CYD)*PYM |
| Rollback Millage Rate for 2023 | RR | 7.829 | PYM-ME |


COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2023 Proposed Millage Rate for this Taxing Jurisdiction exceeds the Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)

| | |
|-----------------------|--------|
| Rollback Millage Rate | 7.829 |
| 2023 Millage Rate | 8.990 |
| Percentage Increase | 14.83% |


CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.


Chairman, Board of Tax Assessors

6/28/23
Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.


Tax Collector or Tax Commissioner

6/23/2023
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2023 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2023 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2023 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement has been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature Of Responsible Party

Title

Date

JUN-23-23 08:57:50

NOTICE

The City of Smyrna Mayor and Council does hereby announce that the millage rate will be set at a meeting to be held at the Smyrna City Hall Human Resources Training Room, located at 2800 King Street SE, Smyrna, Georgia, on July 25, 2023 at 5:30 PM, and pursuant to the requirements of O.C.G.A Section 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2023 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

| | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> |
|-----------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Real & Personal | 2,906,109,614 | 3,110,287,721 | 3,231,378,977 | 3,439,422,001 | 3,908,809,985 | 4,519,869,617 |
| Motor Vehicle | 31,463,420 | 23,939,200 | 18,121,830 | 13,794,360 | 11,607,030 | 10,903,500 |
| Mobile Homes | 22,281 | 22,035 | 21,438 | 20,839 | 20,242 | 19,643 |
| Heavy Duty Equipment | 38,013 | 9,544 | 18,699 | 20,398 | 48,933 | 31,496 |
| Gross Tax Digest | 2,937,633,328 | 3,134,258,500 | 3,249,540,944 | 3,453,257,598 | 3,920,486,190 | 4,530,824,256 |
| Less M&O Exemptions | 291,209,954 | 321,807,502 | 369,665,854 | 375,532,857 | 403,969,873 | 552,616,599 |
| Net Digest | 2,646,423,374 | 2,812,450,998 | 2,879,875,090 | 3,077,724,741 | 3,516,516,317 | 3,978,207,657 |
| Gross M&O Millage | 8.99 | 8.99 | 8.99 | 8.99 | 8.99 | 8.99 |
| Less Rollbacks | - | - | - | - | - | - |
| Net M&O Millage | 8.99 | 8.99 | 8.99 | 8.99 | 8.99 | 8.99 |
| Net Taxes Levied | 23,791,346.13 | 25,283,934.47 | 25,890,077.06 | 27,668,745.42 | 31,613,481.69 | 35,764,086.84 |
| Net Taxes \$ Increase | 2,152,803 | 1,492,588 | 606,143 | 1,778,668 | 3,944,736 | 4,150,605 |
| Net Taxes % Increase | 9.95% | 6.27% | 2.40% | 6.87% | 14.26% | 13.13% |

This ad is to run on July 7, 2023.

Last year's ad was 30 square inches which will be good this year also.

This needs to be run in a section other than the legal notice.

NOTICE OF PROPERTY TAX INCREASE

The City of Smyrna has tentatively adopted a millage rate which will require an increase in property taxes by 14.83 percent.

All concerned citizens are invited to the public hearing on this tax increase to be held at 200 Village Green Circle SE, Smyrna, Georgia, Smyrna Community Center Magnolia Room on July 17, 2023 at 6:45 PM.

Times and places of additional public hearings on this tax increase are at 200 Village Green Circle SE, Smyrna, Georgia, Smyrna Community Center Oak Room on July 25, 2023 at 10:00 AM and at 2800 King Street SE, Smyrna, Georgia, Smyrna City Hall Human Resources Training Room on July 25, 2023 at 5:30 PM.

This tentative increase will result in a millage rate of 8.990 mills, an increase of 1.161 mills. Without this tentative tax increase, the millage rate will be no more than 7.829 mills. The proposed tax increase for a home with a fair market value of \$400,000 is approximately \$174.15 and the proposed tax increase for non-homestead property with a fair market value of \$650,000 is approximately \$301.86.

Each ad is to run on July 7, 2023 and July 16, 2023.

Each ad size must not be less than 30 square inches.

This needs to be run in a section other than the legal notice.



City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: 2023-148

Agenda Date: 7/17/2023

In Control: City Council

File Type: Presentation

Agenda Section:
Formal Business

Agenda Number: A.

Department: Finance

Agenda Title:

Public Hearing for the 2023 Millage rate; there will be no vote on this date.

Citywide

ISSUE AND BACKGROUND:

The FY24 budget approved by council included revenue projections for property taxes based on 8.99 mills. This is the first of three required public hearings before the formal adoption of the 8.99 millage rate. Tax information was received from Cobb County on June 29, 2023. Per the information provided, the City would need to roll back the millage rate to 7.829 to not advertise a tax increase. In comparison, last year's millage rollback was calculated at 8.048.

The official notice, and all required information, was posted in the Marietta Daily Journal on July 7, 2023. It will be posted again in the weekend edition on July 15 and 16, 2023. A press release was sent to the Marietta Daily Journal on July 7th. It has also been posted on our City website. This is the first required public hearing. Additional hearings will be held at 10 am and 5:30 pm on July 25th. The adoption of the millage rate will be an agenda item on the 5:30 meeting on July 25th.

RECOMMENDATION / REQUESTED ACTION:

This is the first of three public hearings on the 2023 millage rate adoption. No vote at this meeting.



City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: CHOR2023-003

Agenda Date: 07/17/2023

In Control: City Council

File Type: Change Order

Agenda Section:
Formal Business

Agenda Number: B.

Department: Fire Department

Agenda Title:

Approval to amend the purchase of a Pierce 110' Aerial Fire Truck (2022-074) in the amount of \$34,977 to be purchased from Ten-8 Fire and Safety (1591 Collier Rd. Forsyth, Ga.) using the NPPgov cooperative contract, funded from the American Rescue Plan Act of 2021 (ARPA) and authorize the Mayor to sign and execute all related documents.

Citywide

ISSUE AND BACKGROUND:

The purchase of a ladder truck replacement was approved at the contracted price of \$1,179,656.00 during the March 7, 2022 City Council Meeting. The apparatus committee returned from a pre-build meeting at Pierce Manufacturing in June 2023 with several specification revisions that will enhance personnel safety, improve apparatus functionality, and aim to reduce maintenance costs over the life of the vehicle.

RECOMMENDATION / REQUESTED ACTION:

Approval to amend the purchase of a Pierce 110' Aerial Fire Truck in the amount of \$34,977 to be purchased from Ten-8 Fire and Safety (1591 Collier Rd. Forsyth, Ga.) using the NPPgov cooperative contract, funded from the American Rescue Plan Act of 2021 (ARPA) and authorize the Mayor to sign and execute all related documents.

TEN-8 FIRE & SAFETY, LLC.

1591 COLLIER ROAD
FORSYTH, GA 31029

Revisions to 110' Platform 6-26-23

| Revision | Add | Delete |
|---|-------|--------|
| Front and rear wheels to remain aluminum Alcoa (inner rear steel) | N/A | |
| Delete tire pressure monitoring caps | | 128 |
| Meritor disc brakes in lieu of Bendix on front | 1,628 | |
| All-wheel lock up with single park brake control | 1,220 | |
| Frontal impact protection only | | 7,328 |
| Painted bumper in lieu of SS bumper | 650 | |
| 150' of 1.75" hose in front tray | 230 | |
| Diamond plate cover on front bumper (flush) | 128 | |
| Discharge on top of bumper | N/A | |
| Delete sight rods on front bumper | | 508 |
| Add diamond plate compartments on back of cab (each side) | 2,655 | |
| Folding steps on each side of forward bulkheads | 475 | |
| Delete cross view mirror on right front corner | | 346 |
| Half height cab doors | N/A | |
| Delete electric door locks | | 1,180 |
| Chrome handrails (LED) cab only | 927 | |
| Chrome handrails (LED) turntable access steps | 241 | |
| Line X top flange of front bumper | 573 | |
| Dark Lexan sun visors | 71 | |
| Add USB and 12-volt power point in cab | 363 | |
| Revise camera to LS, RS, and rear | 890 | |
| Locate battery charger behind driver seat | 220 | |
| Rear scene lights to be fixed in lieu of swivel type | 189 | |
| Add 30-gallon foam cell and external outlet only at pump panel | 4,600 | |
| Black tow eyes on rear | N/A | |
| Add one adjustable shelf | 261 | |
| Backboard storage in torque box | 583 | |
| Troughs only for one NY hook and sheet rock puller in torque box | 681 | |
| Mechanical seal on pump | 1,153 | |
| Switch pod for officer's side switches | 245 | |
| Federal "Q" to be chrome | 0 | |
| Light bars to be at 30-degree angle | N/A | |
| 110-volt receptacle in right rear compartment (shoreline) | N/A | |
| Lighted boom panels on aerial | 1,885 | |
| Polished stabilizer panels | 0 | |
| Red man saver bars on aerial turntable | N/A | |

SCANNED

(470) 270-0955 | TEN8FIRE.COM

BY: _____ Date: _____

APPROVED

Per the City of Smyrna

Mayor and Council

Official Meeting Minutes

Date: _____

| | |
|---|-------|
| 1.5" pre-connect at aerial monitor | 1,824 |
| Black over red paint scheme on cab. Body solid red | 2,079 |
| Aerial, turntable, and basket to be black | N/A |
| Add panel at rear of turntable for lettering | 238 |
| "Z" pattern layout for stripe | 452 |
| Painted roll up door at torque box | 213 |
| American flag grille with thin red line | N/A |
| Recess for windshield washer bottle fill in cab | 354 |
| Kussmaul charger display on driver' seat base | N/A |
| Turtle tile compartments and shelves | 425 |
| Black vinyl seats, headliner, and interior panels | 0 |
| Water level gauge on pump panel mounted in protected area | 0 |
| Diamond plate on top of cab | 1,100 |
| 20' roof ladder with mounting brackets on base section | 1,650 |
| Stokes basket brackets on base section (Stokes basket not included) | 1,122 |
| 6.5" to 2.5" reducer | 275 |

Total additions: \$29,600.00

Total Deletions: \$9,490.00

Remaining balance: \$20,110.00

Equipment mounting: I agree to provide labor at no charge to mount customer supplied equipment using customer supplied brackets. This can be done at the customer's location.

Options requested to be priced, but not included in the above totals. These amounts to be added if they are required:

3000-watt generator: \$10,537.00

OR

3600-watt generator: \$17,210.00

Electric cord reel: \$2,793.00

10-3 Yellow electric cord: \$963.00

Diamond plate cord reel enclosure: \$574.00

Stokes basket: \$975.00



ACCEPTED:

Derek Norton, Mayor

Date

ATTEST:

Heather K. Peacon-Corn, City Clerk



City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: RES2023-011

Agenda Date: 07/17/2023

In Control: City Council

File Type: Ordinance

Agenda Section:
Formal Business

Agenda Number: C.

Department: Water, Sewer & Utility

Agenda Title:

Approval of City of Smyrna findings on proposed local amendment to plumbing code for water efficiency submission of proposed amendment to Department of Community Affairs (DCA), and authorize the Mayor to sign and execute all related documents.

Citywide

ISSUE AND BACKGROUND:

Responsible Party: Local Water

Provider Intent: To increase indoor and outdoor water efficiency through new requirements adopted as local code amendments.

Each Local government shall adopt by January 1, 2024, and thereafter maintain the Metro Water District – Water Efficiency Code Requirements as a local amendment to the Georgia State Minimum Standard Plumbing Code. No modifications may be made to the water efficiency requirements or the effective date.

Georgia established itself as a national leader when the state passed the Water Stewardship Act of 2010, which directed the Georgia Department of Community Affairs to set more efficient state-wide minimums for indoor water efficiency.

In the past 11 years, new water efficient technologies and standards have been developed, and more efficient technologies have become widely available at comparable prices in the marketplace that increase indoor and outdoor water efficiency.

The indoor fixture efficiency requirements in the Metro Water District – Water Efficiency Code Requirements are based on detailed market research on cost, availability, performance, and customer satisfaction performed by District staff.

Other requirements are based on cost-benefit analyses performed during the plan update process. The latest WaterSense standards are included as part of the requirements, and while the EnergyStar program is primarily focused on energy use, it is included in the requirements because it also addresses water use in appliances connected to water sources.

The requirements are also consistent with other nation-leading mandatory codes adopted by other states and local governments and other green codes and standards like International Association of Plumbing & Mechanical Officials (IAPMO) 2020 Water Efficiency and Sanitation Standard for the Built



City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: RES2023-011

Environment, and the International Code Council 700-2020 National Green Building Standard.

Outdoor landscape irrigation often results in excessive water use from overspray, an uneven application of water, or high pressure in the line that can cause leaks.

Outdoor water efficiency for landscape irrigation systems can be improved by maintaining optimum pressure with regulators, rain-sensor shutoffs, WaterSense irrigation controllers (non-single-family only), and monitoring the system for high-flow conditions (non-single-family only).

There are also design practices that avoid water waste from landscape irrigation systems.

These technologies and practices are included as requirements for new landscape irrigation systems as part of the Metro Water District – Water Efficiency Code Requirements.

These requirements do not apply to landscape irrigation systems (a) used for agricultural operations as defined in O.C.G.A. § 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source.

To reduce excessive outdoor water use, the Metro Atlanta Plumbing Code Efficiency requirements also prohibit irrigation with reclaimed water sourced from any new private reclaimed wastewater treatment system except for those irrigating golf courses and agriculture operations. Local governments must follow the procedural requirements provided in O.C.G.A. § 8-2-25(c) for establishing local requirements that are more stringent than the state minimum standard code.

RECOMMENDATION / REQUESTED ACTION:

Approval of City of Smyrna findings on proposed local amendment to plumbing code for water efficiency submission of proposed amendment to Department of Community Affairs (DCA), and authorize the Mayor to sign and execute all related documents.



City of Smyrna

Water Distribution / Sewer Collections / Utilities Services

MEMORANDUM

Bo Jones, Director

Steven Watts, Assistant Director

TO: MAYOR AND COUNCIL
City Administrators Joseph Bennett and Kristin Robinson

FROM: Bo Jones, Director

RE: **Amendment to Ordinances, Chapter 102, Section 17 – Water Efficiency**

BACKGROUND ANALYSIS

WSWC-8: Metro Water District- Water Efficiency Code Requirement:

Responsible Party: Local Water Provider

Intent: To increase indoor and outdoor water efficiency through new requirements adopted as local code amendments.

Action Plan: Each Local government shall adopt by January 1, 2024, and thereafter maintain the Metro Water District – Water Efficiency Code Requirements as a local amendment to the Georgia State Minimum Standard Plumbing Code. No modifications may be made to the water efficiency requirements or the effective date.

Description and Implementation: Georgia established itself as a national leader when the state passed the Water Stewardship Act of 2010, which directed the Georgia Department of Community Affairs to set more efficient state-wide minimums for indoor water efficiency. In the past 11 years, new water efficient technologies and standards have been developed, and more efficient technologies have become widely available at comparable prices in the marketplace that increase indoor and outdoor water efficiency.

The indoor fixture efficiency requirements in the Metro Water District – Water Efficiency Code Requirements are based on detailed market research on cost, availability, performance, and customer satisfaction performed by District staff. Other requirements are based on cost-benefit analyses performed during the plan update process.

The latest WaterSense standards are included as part of the requirements, and while the EnergyStar program is primarily focused on energy use, it is included in the requirements because it also addresses water use in appliances connected to water sources.

The requirements are also consistent with other nation-leading mandatory codes adopted by other states and local governments and other green codes and standards like International

Association of Plumbing & Mechanical Officials (IAPMO) 2020 Water Efficiency and Sanitation Standard for the Built Environment, and the International Code Council 700-2020 National Green Building Standard. Outdoor landscape irrigation often results in excessive water use from overspray, an uneven application of water, or high pressure in the line that can cause leaks. Outdoor water efficiency for landscape irrigation systems can be improved by maintaining optimum pressure with regulators, rain-sensor shutoffs, WaterSense irrigation controllers (non-single-family only), and monitoring the system for high-flow conditions (non-single-family only). There are also design practices that avoid water waste from landscape irrigation systems. These technologies and practices are included as requirements for new landscape irrigation systems as part of the Metro Water District – Water Efficiency Code Requirements. These requirements do not apply to landscape irrigation systems (a) used for agricultural operations as defined in O.C.G.A. § 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source.

To reduce excessive outdoor water use, the Metro Atlanta Plumbing Code Efficiency requirements also prohibit irrigation with reclaimed water sourced from any new private reclaimed wastewater treatment system except for those irrigating golf courses and agriculture operations.

Local governments must follow the procedural requirements provided in O.C.G.A. § 8-2-25(c) for establishing local requirements that are more stringent than the state minimum standard code.

Lead and Copper Rule Compliance

A short, thick green horizontal line is positioned below the first few letters of the word 'Rule'. In the bottom right corner of the slide, there is a large, dark blue curved shape that resembles a quarter-circle or a thick arc.



Reference Guide for Public Water Systems Lead and Copper Rule Comparison

This table compares the major differences between the current Lead and Copper Rule (LCR) and the final Lead and Copper Rule revisions (LCRR). In general, requirements that are unchanged are not listed. For existing rule requirements visit: <https://www.epa.gov/dwreginfo/lead-and-copper-rule>. For more information on the new LCR visit: <https://www.epa.gov/ground-water-and-drinking-water/final-revisions-lead-and-copper-rule>.

Notified in December 2020

Service Line Inventory

“Public Water Systems must develop a preliminary inventory of both **public and private** side service lines within 3 years of final rule publication, and use this preliminary inventory to **create a replacement plan** for known or possible lead service lines”



Develop

Develop your preliminary inventory



Verify

Public and private side LSL verification



Replace

Create and execute your LSLR

Communicate

EPA is requiring water systems to **identify** and **make public** the locations of lead service lines



Develop

Develop your
preliminary
inventory

- Data started to be collected from various sources to begin building inventory prior to 1990 with tax parcel data
- April 2021 Water Department required all builders to replace service lines even on existing lots.
- January/February 2022, inventory was completed and installed on our computer-based platform, which consisted of no lead, unlikely, and or unknown. Unknowns are considered lead unless verified that it is not. 2/3rd of the city is considered Unknown service connections.
- 12 months to complete upfront inventory

Revisions to the EPA Guidelines for Lead and Copper Water Service Lines

Enforced as of April 23, 2021

The Lead and Copper Revisions are available on the EPA website (<https://www.epa.gov/dwreginfo/lead-and-copper-rule>). There are some major changes which will affect every water system, so it is important that you begin preparing immediately for the changes. Some items may require having extra funding in the future if they occur.

Revision Highlights:

- **Service Line Inventory**
 1. All water systems will have to complete a lead service line inventory of their whole system including the service lines of their customers to determine if any of them are lead. The Lead Service Line (LSL) inventory must be completed within 3 years of the final rule publication, which has been delayed until later this year. The inventory must be updated annually or triennially (based on sampling frequency).
 2. All water systems with known or possible lead service lines must develop a Lead Service Line Replacement Plan.
 3. All Community Water System Surveys (CWSs) are required to include information on how to access the LSL inventory and how to access the results of all tap sampling in the Consumer Confidence Report (CCR).
- **Sample Site Selection**
 1. Sites served by LSLs will be prioritized.
 2. If sites with copper pipes with lead solder are the highest tiered sites available, there is no installation date limitation.
- **All Elementary Schools and Day Cares** within the water system's service area must be identified. Will require sampling of 20% of each over 5-year period.

Effects on New Home Building Permits:

- All new homes must install a new water service line and kill out old existing service at water main, regardless if a home existed on the lot previously.
- The builder will no longer have to pay water meter upgrade fees to supplement the cost of the water service line replacement (this only affects homes that were demolished and rebuilt, including 50% additions such as turning one story dwelling into two story dwelling).

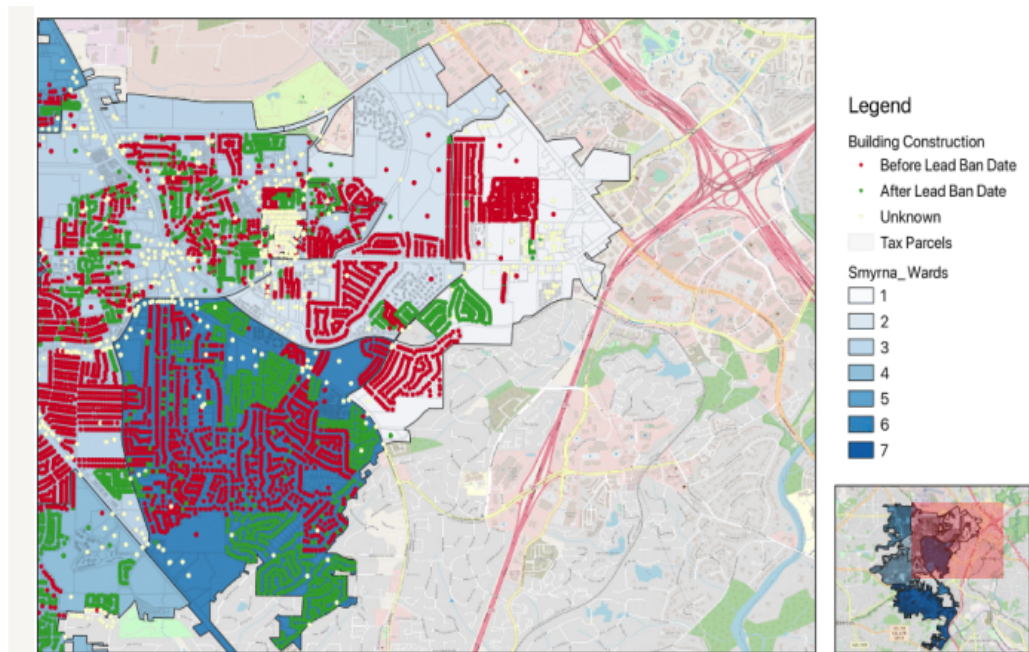
Links to Helpful Information:

<https://www.lslr-collaborative.org/epas-lcr.html>

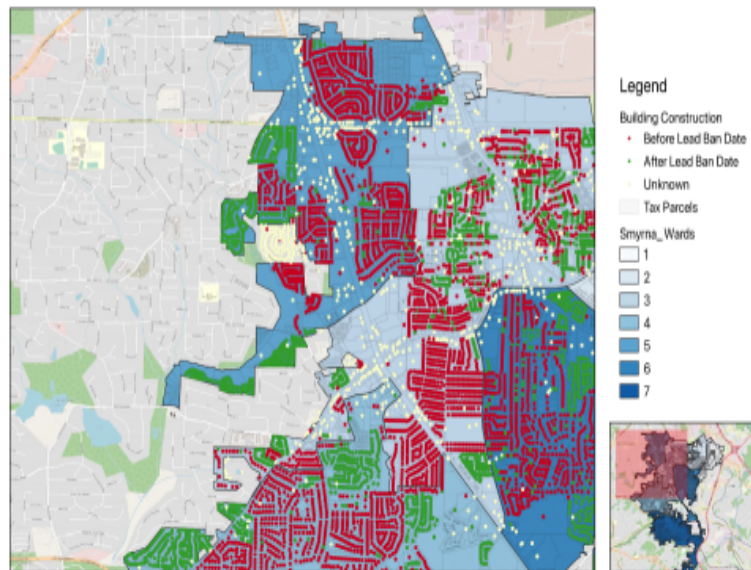
<https://www.epa.gov/dwreginfo/lead-service-line-identification-and-replacement-webinars>

<https://www.lslr-collaborative.org/preparing-an-inventory.html>

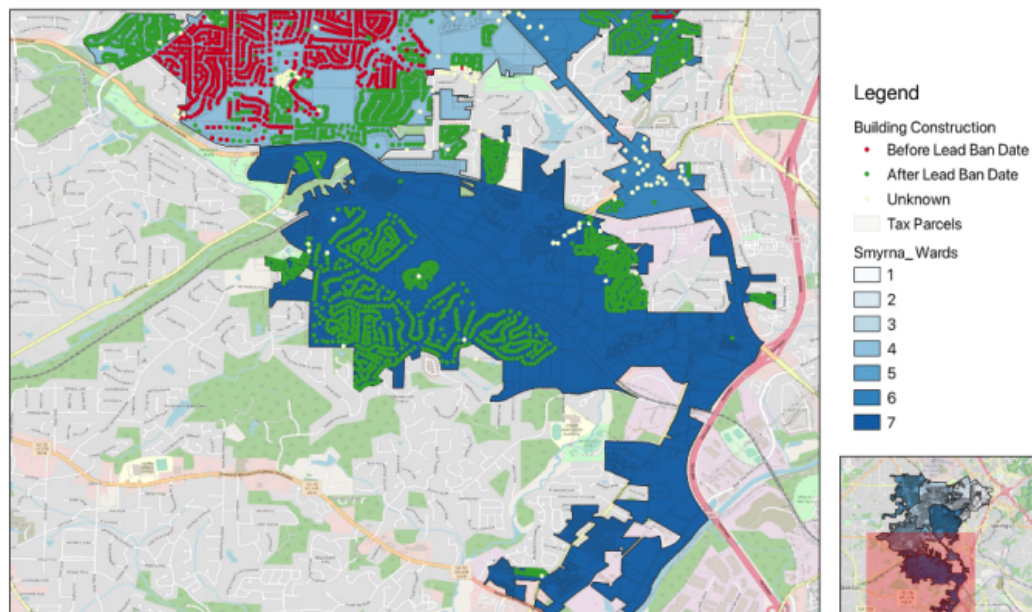
Smyrna Distribution System: Northeast Quadrant



Smyrna Distribution System: Northwest Quadrant



Smyrna Distribution System: Southern Half





Verify

Public and
private side LSL
verification

- First round of test kits mailed out to Ward 3 (April 19th 2022), (based off age of home) 800 test kits procured and 400 kits deployed, 200 returned with city side and customer side cleared of lead.
- Schools and daycare test kits deployed with 25 out of the 32 verified.
- Overall testing not as successful as anticipated.
- December 2022 RFQ put out for contractor to excavate and verify.
- Post cards made and given to citizens about excavation process and why.
- Citizens were notified on social media of the work being done as well.
- We still have 400 kits remaining to be sent out and this will be for the areas that cannot be physically verified.
- 3,000 services both public and private verified and uploaded to portal.

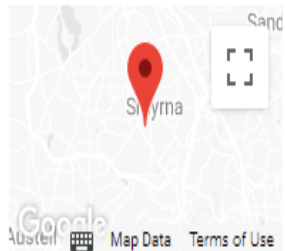


1026 Pinehurst Dr SE, Smyrna, GA 30080

+ Add Asset

Location External ID: 4508000

Details Samples Communications Contacts Service Lines Activities



33.87207, -84.523983

Program

[Lead Service Line](#)
[Validation/Replacement](#)
[Sampling](#)

Events

[Smyrna LSLR](#)
[LSL Screening](#)

Service Line External ID: 1026 In Service

Edit Details

Delete

Public Line

Material Verification

No Lead **Records**

Installed Date Verified By

-- --

Verification Date Removal Date

-- --

Diameter (in) Depth (in)

-- --

Fittings

Lead Fittings

Unknown

Verification

--

Verified By

--

Verification Date

--

Private Line

Material Verification

Likely Non-lead --

Installed Date Verified By

-- --

Verification Date Removal Date

-- --

Diameter (in) Depth (in)

-- --

Custom Fields

Record File Name

Copper and Lead Compliance
Worksheet 110821.xlsx

Record Type

Service Line Replacement



Replace

Create and
execute your
LSLR



Testing

1st or 5th liter comes back positive

1st liter customer will be notified

5th liter comes back positive

City side service line gets replaced.

When city replaces public side a Brita pitcher filter must be provided to the customer until required round of testing has been completed.

Pictures are taken of replacement and uploaded to data base.



Replace

Create and
execute your
LSLR

Physical verification

Customer side verified to be lead based material, customer will be notified.

Public side verified to be lead based material, service line will then be replaced.

When city replaces public side a Brita pitcher filter must be provided to the customer until required round of testing has been completed.

Pictures are taken of replacement and uploaded to data base.

Photo Filename: 3766 Ashwood dr-1

Date Taken

13-Mar-2023

Date Uploaded

13-Mar-2023

Location

3766 Ashwood dr

Comments

City Side: 3/4 Copper

House Side: 3/4 Galvanized







City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: AGR2023-027

Agenda Date: 07/17/2023

In Control: City Council

File Type: Agreement

Agenda Section:
Consent Agenda

Agenda Number: D.

Department: Public Works

Agenda Title:

Approval to award to K.M. Davis Contracting Co., Inc., 3259 Austell Road, Marietta, GA 30008, in the amount of \$163,385.00 to be funded from Storm Water CIP for the replacement of storm drain system at 3260 Concord Circle.

Ward 3 Councilmember - Travis Lindley

ISSUE AND BACKGROUND:

At some point in the past, a storm drain system was installed by the City to collect water from the back yard at 3260 Concord Circle and convey it to the to inlet in front of 3276 Concord Circle. There is no record of this system in the files at Public Works, but we are reasonably confident that it was constructed by City crews. We were recently informed that it was not functioning correctly, and through our investigation found that it was not installed properly. An survey and engineering design was approved by this body on November 7, 2023 (AGR2022-32) and completed earlier this Spring. The Public Works Department solicited bids from it prequalified contractors for storm drainage work, and K.M Davis provided the lowest cost.

RECOMMENDATION / REQUESTED ACTION:

Staff recommends approval to award to K.M. Davis Contracting Co., Inc., 3259 Austell Road, Marietta, GA 30008, in the amount of \$163,385.00 to be funded from Storm Water CIP for the replacement of storm drain system at 3260 Concord Circle, and authorize the Mayor to execute all related documents.

K.M. Davis Contracting Co., Inc.

3259 Austell Road
Marietta, Georgia 30008
770-434-0095

Bid Estimate

Date 5/05/23

To: City of Smyrna Public Works
2190 Atlanta Road
Smyrna, Georgia 30080

Project Name: Concord Circle

Subject: Bid Estimate for installing 18 Inch RCP at Concord Circle, Smyrna, Ga.

| <u>Item No.</u> | <u>Description</u> | <u>Units</u> | <u>Unit Price</u> | <u>Amount</u> |
|-----------------|-------------------------------|--------------|-------------------|---------------|
| 1. | Base Fee / Administrative Fee | 1 LS | \$3,000.00 | \$3,000.00 |
| 2. | 18 Inch RCP | 312 LF | \$175.00 | \$54,600.00 |
| 3. | Catch Basin | 5 EA | \$2,875.00 | \$14,375.00 |
| 4. | Flat Tops | 4 EA | \$1,000.00 | \$4,000.00 |
| 5. | Throat & Top | 1 EA | \$8,150.00 | \$8,150.00 |
| 6. | Grate & Frame | 3 EA | \$560.00 | \$1,680.00 |
| 7. | Ring & Cover | 2 EA | \$800.00 | \$1,600.00 |
| 8. | Remove Existing Curb Inlet | 2 EA | \$2,500.00 | \$5,000.00 |
| 9. | Remove Existing 18" Pipe | 120 LF | \$40.00 | \$4,800.00 |
| 10. | Saw Cutting | 230 LF | \$6.00 | \$1,380.00 |
| 11. | Curb & Gutter R & R | 220 LF | \$85.00 | \$18,700.00 |
| 12. | Concrete Driveway R & R | 20 SY | \$85.00 | \$1,700.00 |
| 13. | Roadway Asphalt R & R | 122 SY | \$200.00 | \$24,400.00 |
| 14. | Zoysia Sod | 4,000 SF | \$2.40 | \$9,600.00 |
| 15. | Seed & Straw | 2,000 SF | \$0.40 | \$800.00 |
| 16. | River Rock/Pampas Grass | 1 LS | \$3,500.00 | \$3,500.00 |
| 17. | Tree Removal (Oak) | 1 LS | \$5,500.00 | \$5,500.00 |
| 18. | Stump Removal | 1 LS | \$600.00 | \$600.00 |

| |
|---|
| TOTAL ESTIMATE AMOUNT \$163,385.00 |
|---|



City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: BCA2023-010

Agenda Date: 07/17/2023

In Control: City Council

File Type: Boards and Commission
Appointments

Agenda Section:
Formal Business

Agenda Number: E.

Department: Mayor and Council

Agenda Title:

Approval of the appointment of Ward 7 resident, Mr. Kennall Mond to the Parks and Recreation Commission to fulfill term through December 31, 2023

Citywide

ISSUE AND BACKGROUND:

Councilmember Kathy Young requests approval of the appointment of Mr. Kennall Mond to the Parks & Recreation Commission. Mr. Mond will fulfill the term vacated by J. Barrett Carter (due to Ward boundary changes) through December 31, 2023.

RECOMMENDATION / REQUESTED ACTION:

Approval



City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: ATH2023-22

Agenda Date: 07/17/2023

In Control: City Council

File Type: Authorization

Agenda Section:

Formal Business

Agenda Number: F.

Department: Public Works

Agenda Title:

Authorization for enhancement designs to Market Village, Community Center, Library, Police Department and Wolfe Recreation Center by Russel Landscaping (5590 Oakdale Rd SE, Mableton, GA 30126) in the amount of \$235,910.00 to be funded from General fund and authorize the Mayor to sign and execute all related documents.

Citywide

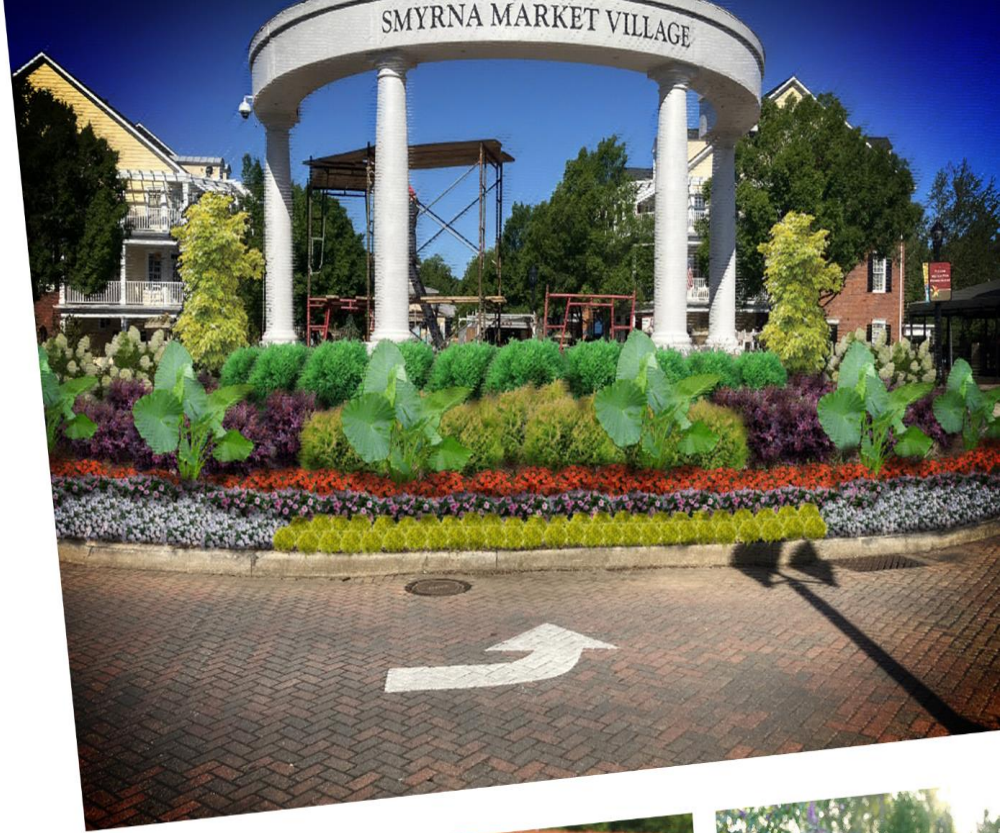
ISSUE AND BACKGROUND:

City landscape is 30 years old and has seen its effective use of life. As we make upgrades to the other areas around the downtown area this is a well needed upgrade on beautification.

RECOMMENDATION / REQUESTED ACTION:

Authorization for enhancement designs to Market Village, Community Center, Library, Police Department and Wolfe Recreation Center by Russel Landscaping (5590 Oakdale Rd SE, Mableton, GA 30126) in the amount of \$235,910.00 to be funded from General fund and authorize the Mayor to sign and execute all related documents.

Smyrna Market Village



LANDSCAPE CONCEPTUAL DESIGN

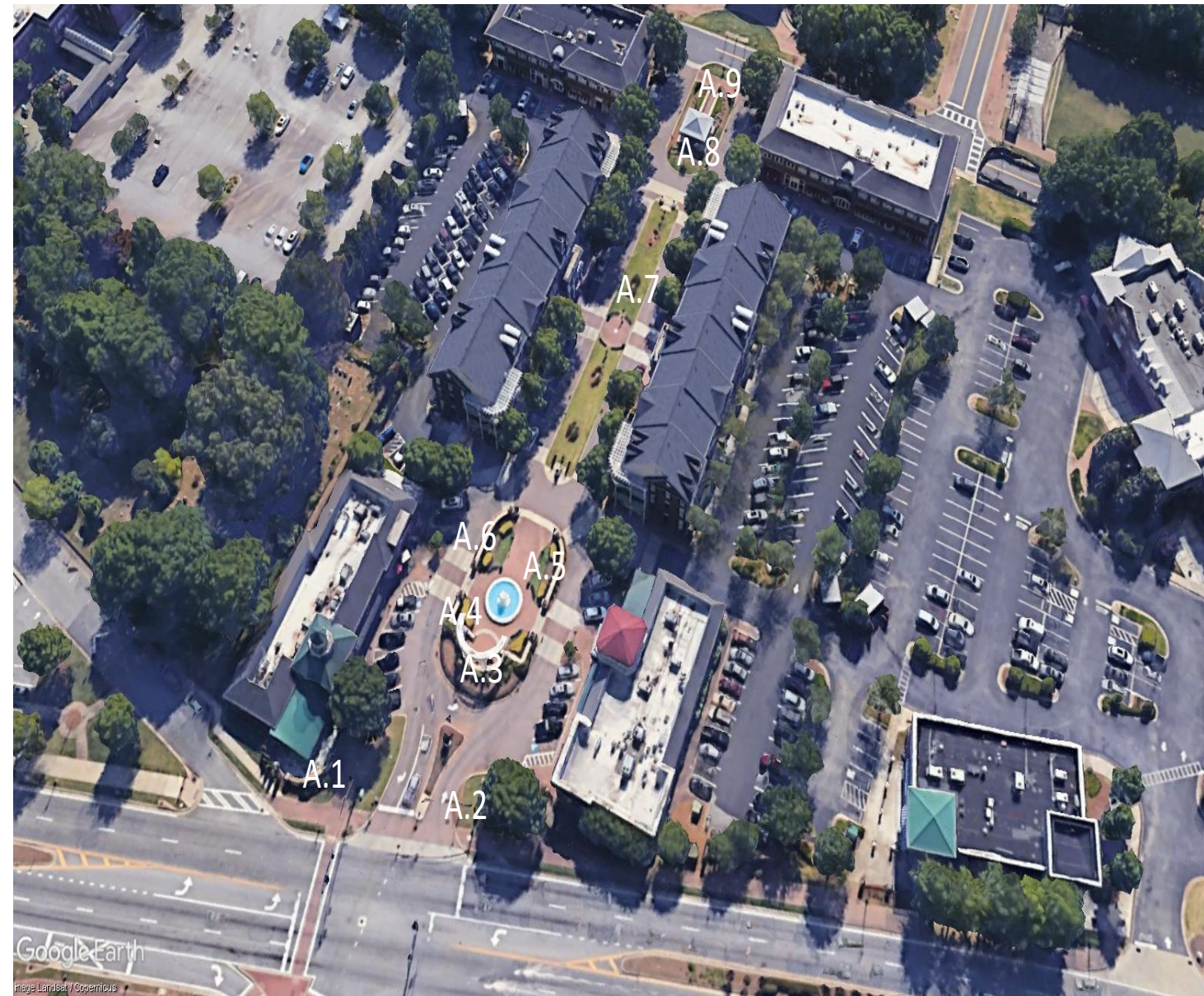


RUSSELL
LANDSCAPE



AREA KEY

- A.1 – Market Village Sign
- A.2 – Entry Island
- A.3 – Large Entry Island
- A.4 – Interior Island
- A.5 – Interior Island
- A.6 – Interior Island
- A.7 – Median Island
- A.8 – Direction Sign
- A.9 – Pavilion



Market Village Sign



Before



Enhance entry sign to Market Village with seasonal color and an array of evergreen and deciduous plant material providing color and interest. Frame the signage using Green Mountain Boxwood.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
Spring Street
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Market Village

Date: 6.14.23

Designed By: Jai Means

A.1

Entry Island Planting



Before



Matching the Market Village Sign – Boxwood, Loropetalum, Butterfly Bush and Distylium – greet each vehicle as it arrives onto the site.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
Spring Street
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Market Village

Date: 6.14.23

Designed By: Jai Means

A.2

Entry Island Planting



Before



Frame columns and architecture using Summer Gold Dogwoods. Create an evergreen background for seasonal color using Globe Cryptomeria, Fire Chief Arborvitae and Crimson Fire Loropetalum. Little Lime Hydrangeas provide additional summer color and interest.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
Spring Street
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Market Village

Date: 6.14.23

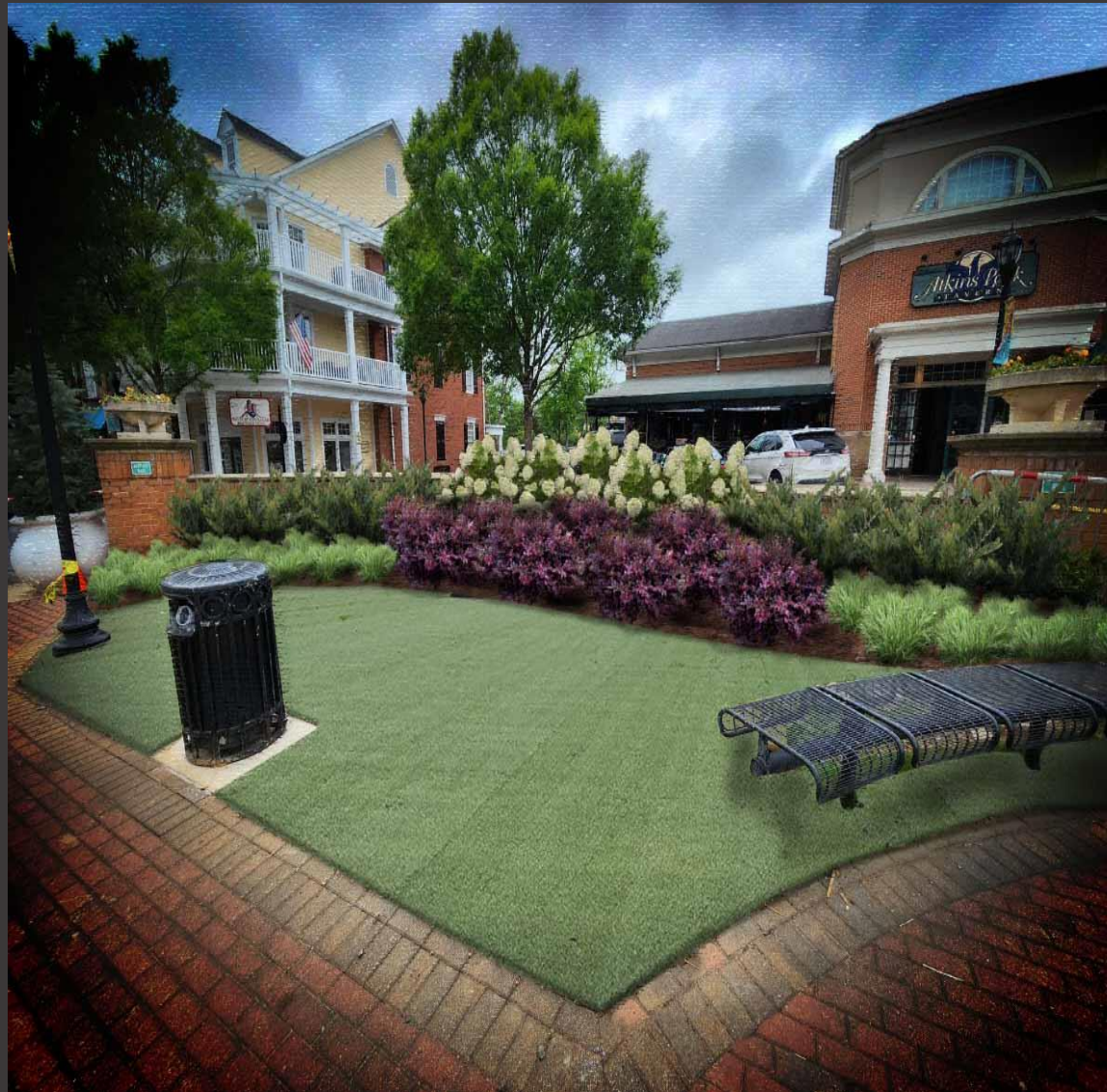
Designed By: Jai Means

A.3

Interior Island Planting



Before



Add interest, color and texture using Hydrangeas, Loropetalum, Distylium and Carex around the walls of seating and turf areas. This combination of plant material creates an inviting and welcoming feeling while providing year-round interest.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
Spring Street
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Market Village

Date: 6.14.23

Designed By: Jai Means

A.4

Interior Island Planting



Before



In smaller planting beds add use Coppertone Distylium and Ice Dance Carex to soften the brick walls and paving.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
Spring Street
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Market Village

Date: 6.14.23

Designed By: Jai Means

A.5

Interior Island Planting



Before



Add Spring Bouquet Viburnum on the outside walls providing year round color and seasonal flowering.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
Spring Street
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Market Village

Date: 6.14.23

Designed By: Jai Means

A.6

Median Island Planting



Before



In the central median island add Green Mountain Boxwood, Pugster Butterfly Bush and Carex to break up the long linear island.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
Spring Street
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Market Village

Date: 6.14.23

Designed By: Jai Means

A.7

Signage Planting



Before



Remove existing plant material from behind sign and replace with an array of plant material providing color in both foliage and bloom. Loropetalum, Butterfly Bush, Viburnum, and Hydrangea will provide year-round interest and ties the area to the rest of the site.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
Spring Street
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Market Village

Date: 6.14.23

Designed By: Jai Means

A.8

Pavilion Island Planting



Before



Weeping Redbuds are a focal point and frame the entrance to the pavilion. A mass planting of Fire Chief Arborvitae and Switch Grass provide color and texture. Ajuga creates a ground level planting full of color.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
Spring Street
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Market Village

Date: 6.14.23

Designed By: Jai Means

A.9



PROPOSAL

Date: June 14, 2023
 Job Name: City of Smyrna - Market Village
 Job Address: Spring Street
Smyrna, GA 30080
 Contact: _____

Branch: 15 - Cobb
 Contract Number: _____
 Phase Number: 10-060-000
 Account Manager: Ryan Woolridge

Scope of Work

Planting at entrance to Market Village and down main corridor leading to City Hall.

| QTY | SIZE | MATERIAL / DESCRIPTION | UNIT PRICE | TOTAL |
|-----|---------|--|------------|---------------------|
| | | A.1 & A.2 Entry Sign & Planting Bed | | \$ 8,804.25 |
| 1 | LS | Remove, Prep. & Till, Amend Soil | | |
| 7 | 30" | Green Mountain Boxwoods | | |
| 16 | #3 | Purple Daydream Loropetalum | | |
| 13 | #3 | Cinnamon Girl Distylium | | |
| 17 | #3 | Pugster White Butterfly Bush | | |
| 65 | SF | Seasonal Color | | |
| 7 | Bales | Pine Straw | | |
| 1 | LS | Clean-Up & Water-In | | |
| | | A.3 Entry Island Planting | | \$ 10,675.25 |
| 1 | LS | Remove, Prep. & Till, Amend Soil | | |
| 2 | 6' | Summer Gold Dogwood | | |
| 11 | #7 | Globe Cryptomeria | | |
| 6 | #3 | Little Lime Hydrangea | | |
| 22 | #3 | Crimson Fire Loropetalum | | |
| 9 | #3 | Fire Chief Arborvitae | | |
| 30 | Bales | Pine Straw | | |
| 1 | LS | Clean-Up & Water-In | | |
| | | A.4 - A.6 Interior Island Plantings | | \$ 12,117.00 |
| 1 | LS | Remove, Prep. & Till, Amend Soil | | |
| 10 | #3 | Little Lime Hydrangea | | |
| 30 | #3 | Coppertone Distylium | | |
| 14 | #3 | Crimson Fire Loropetalum | | |
| 24 | #3 | Spring Bouquet Viburnum | | |
| 60 | #1 | Ice Dance Carex | | |
| 2 | Pallets | Zeon Zoysia | | |
| 40 | Bales | Pine Straw | | |
| 1 | LS | Clean-Up & Water-In | | |
| | | A.7 Median Island Planting | | \$ 8,967.25 |
| 1 | LS | Remove, Prep. & Till, Amend Soil | | |
| 8 | 30" | Green Mountain Boxwoods | | |
| 40 | #3 | Pugster Blue Butterfly Bush | | |
| 44 | #1 | Ice Dance Carex | | |
| 15 | Bales | Pine Straw | | |
| 1 | LS | Clean-Up & Water-In | | |
| | | A.8 & A.9 Pavilion Planting | | \$ 12,474.00 |

Terms and Conditions

This document is property of Russell Landscape, LLC. and if design services are utilized, it is included in the price above. If the contract is not accepted for installation with Russell Landscape, LLC., the client is not authorized to share its information with other contractors for bid or installation without purchasing the design from Russell Landscape, LLC. Prices of designs vary depending on scale.

Client / Owner Signature

Date

This agreement is made between the property (hereinafter referred to as "Client/Owner", and Russell Landscape (hereinafter referred to as "Contractor"), and shall be construed in accordance with the laws of the State in which services are performed.

Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Workers Compensation Insurance, and any other insurance required by law or Client/Owner has specified in writing prior to commencement of work.

All work is to be performed in a workman like manner according to standard practices. Contractor shall be responsible for leaving work site clean and free of its debris, and the site shall be free of debris prior to Contractor starting work. An extra charge will be assessed if Contractor must clean or prepare this site. Contractor assumes no responsibility for problems or damages due to unseen, unknown or concealed conditions including, but not limited to, rock, water or other obstacles encountered in excavation, weather conditions, vandalism or Acts of God.

Access to Jobsite: Client / Owner shall provide all utilities to perform the work and all underground utilities will be located and marked. Client / Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required during normal business hours.

Contractor reserves the right to hire qualified subcontractors to perform specialized functions.

Contractor warrants all plant material to be in a healthy condition for 60 days from the date of planting. The warranty is extended to one (1) year from the date of planting as long as the Client / Owner enters into a separate Landscape Maintenance Contract with the Contractor. Any replacements made under this provision shall be made one time at the end of the warranty period or as determined by the Contractor due to seasonal conditions. Client / Owner must provide written notice 30 days prior to the date of the warranty to be valid. The warranty is void if damage to landscape is the result of vandalism, acts of God, damage by severe weather conditions, war or civil disturbance, and non-compliance with any recommendations given by the Contractor with respect to maintain and care of plant material or irrigation systems. Warranty is void if sufficient water is not available to sustain plant material. Contractor does not guarantee plant material transplanted from Client / Owner's site or Client / Owner provided material.

This work order may be terminated by either party with or without cause, upon fifteen (15) days advanced written notice. Client / Owner will be required to pay for all materials purchased and work completed to the date of termination.

Two methods of payment can be decided upon by client. **Method I** allows the client the opportunity to provide a 40% down payment of total contract cost at the time of contractually accepting the enhancement to be performed. The client then has 30 days from the completion of the job to pay the remaining balance of the contract. **Method II** requires no down payment until the job has been contractually accepted by the client. At completion of the job, once the client is pleased with the quality of work, full payment is to be received at the end of a final walkthrough.

Acceptance of Terms and Conditions:

Client / Owner

Name: _____

Email: _____

Signature: _____

Date: _____

Requisition/Work

Order/CRN/PO#: _____

(if required)

Russell Landscape, LLC

By: Jai Means _____

Title: Senior Designer _____

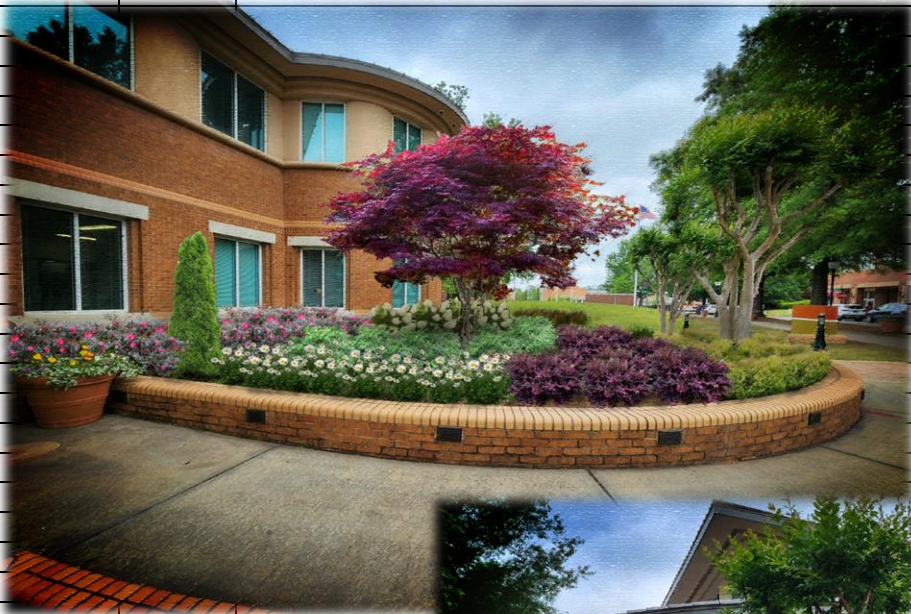
Account Manager Name: Ryan Woolridge _____

Account Manager Phone: _____

Account Manager Email: _____

Notes/Comments:

Please note if you have a separate billing address from the physical address on this proposal.



PRICE LISTED IS VALID FOR 30 DAYS FROM DATE ISSUED

This proposal includes a Volume Discount of: \$5,806.69

Total Labor & Materials:

\$33,468.75

Terms and Conditions

This document is property of Russell Landscape, LLC. and if design services are utilized, it is included in the price above. If the contract is not accepted for installation with Russell Landscape, LLC., the client is not authorized to share its information with other contractors for bid or installation without purchasing the design from Russell Landscape, LLC. Prices of designs vary depending on scale.

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Date

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Two methods of payment can be decided upon by client. **Method I** allows the client the opportunity to provide a 40% down payment of total contract cost at the time of contractually accepting the enhancement to be performed. The client then has 30 days from the completion of the job to pay the remaining balance of the contract. **Method II** requires no down payment until the job has been contractually accepted by the client. At completion of the job, once the client is pleased with the quality of work, full payment is to be received at the end of a final walkthrough.

Acceptance of Terms and Conditions:

Client / Owner

Name: _____

Email: _____

Signature: _____

Date: _____

Requisition/Work _____

Order/CRN/PO#: _____

(if required)

Russell Landscape, LLC

By: Jai Means _____

Title: Senior Designer _____

Account Manager Name: Ryan Woolridge _____

Account Manager Phone: _____

Account Manager Email: _____

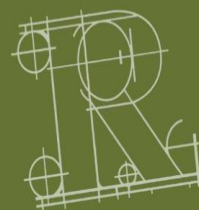
Notes/Comments:

Please note if you have a separate billing address from the physical address on this proposal.

City of Smyrna Community Center



LANDSCAPE CONCEPTUAL DESIGN



RUSSELL
LANDSCAPE



Foundation Planting



Before



Add a Deodar Cedar to soften large exterior wall. Remove ivy and add Hydrangeas, Camellias, Loropetalum, and Distylium as accent plantings.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
200 Village Green Circle
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Community Center

Date: 6.26.23

Designed By: Jai Means

A.1

Walkway Planting



Before



Replace existing plant material with Viburnums, Camellias and Hydrangeas creating year round interest with blooms and foliage color. Add interest to the ground plane by adding Autumn Ferns and Pachysandra.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
200 Village Green Circle
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Community Center

Date: 6.26.23

Designed By: Jai Means

A.2

Seating Area Planting



Before



After

To add depth and interest to planting area, add Japanese Anise to lighten up the space and create a background for a layered planting using Moonlit Lace Viburnum, Cast Iron Plant, Autumn Ferns and Pachysandra.



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
200 Village Green Circle
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Community Center

Date: 6.26.23

Designed By: Jai Means

A.3

Courtyard Planting



Before



Remove grasses, nandina and holly. Add Camellias along large wall to replace holly and mirror opposite side of the courtyard. Add Cinnamon Ferns, Hydrangea, Loropetalum, Viburnum and Carex providing an array of colors and textures. Mirror planting palette on opposite site of courtyard area.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
200 Village Green Circle
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Community Center

Date: 6.26.23

Designed By: Jai Means

A.4

Parking Lot



Before



Construct a large seasonal color bed at front of planting area providing a huge visual impact as you enter and exit the building. Add Hydrangea, Arborvitae, Camellias and Butterfly Bush as background plantings to seasonal color.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
200 Village Green Circle
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Community Center

Date: 6.26.23

Designed By: Jai Means

A.5

PROPOSAL

Project Total: \$41,840.50

Terms and Conditions

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Client / Owner Signature

Date

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Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Workers Compensation Insurance, and any other insurance required by law or Client/Owner has specified in writing prior to commencement of work.

All work is to be performed in a workman like manner according to standard practices. Contractor shall be responsible for leaving work site clean and free of its debris, and the site shall be free of debris prior to Contractor starting work. An extra charge will be assessed if Contractor must clean or prepare this site. Contractor assumes no responsibility for problems or damages due to unseen, unknown or concealed conditions including, but not limited to, rock, water or other obstacles encountered in excavation, weather conditions, vandalism or Acts of God.

Access to Jobsite: Client / Owner shall provide all utilities to perform the work and all underground utilities will be located and marked. Client / Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required during normal business hours.

Contractor reserves the right to hire qualified subcontractors to perform specialized functions.

Contractor warrants all plant material to be in a healthy condition for 60 days from the date of planting. The warranty is extended to one (1) year from the date of planting as long as the Client / Owner enters into a separate Landscape Maintenance Contract with the Contractor. Any replacements made under this provision shall be made one time at the end of the warranty period or as determined by the Contractor due to seasonal conditions. Client / Owner must provide written notice 30 days prior to the date of the warranty to be valid. The warranty is void if damage to landscape is the result of vandalism, acts of God, damage by severe weather conditions, war or civil disturbance, and non-compliance with any recommendations given by the Contractor with respect to maintain and care of plant material or irrigation systems. Warranty is void if sufficient water is not available to sustain plant material. Contractor does not guarantee plant material transplanted from Client / Owner's site or Client / Owner provided material.

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Acceptance of Terms and Conditions:

Client / Owner

Name: _____

Email: _____

Signature: _____

Date: _____

Requisition/Work

Order/CRN/PO#: _____

(if required)

Russell Landscape, LLC

By: Jai Means _____

Title: Senior Designer _____

Account Manager Name: Ryan Woolridge _____

Account Manager Phone: _____

Account Manager Email: _____

Notes/Comments:

Please note if you have a separate billing address from the physical address on this proposal.



PROPOSAL

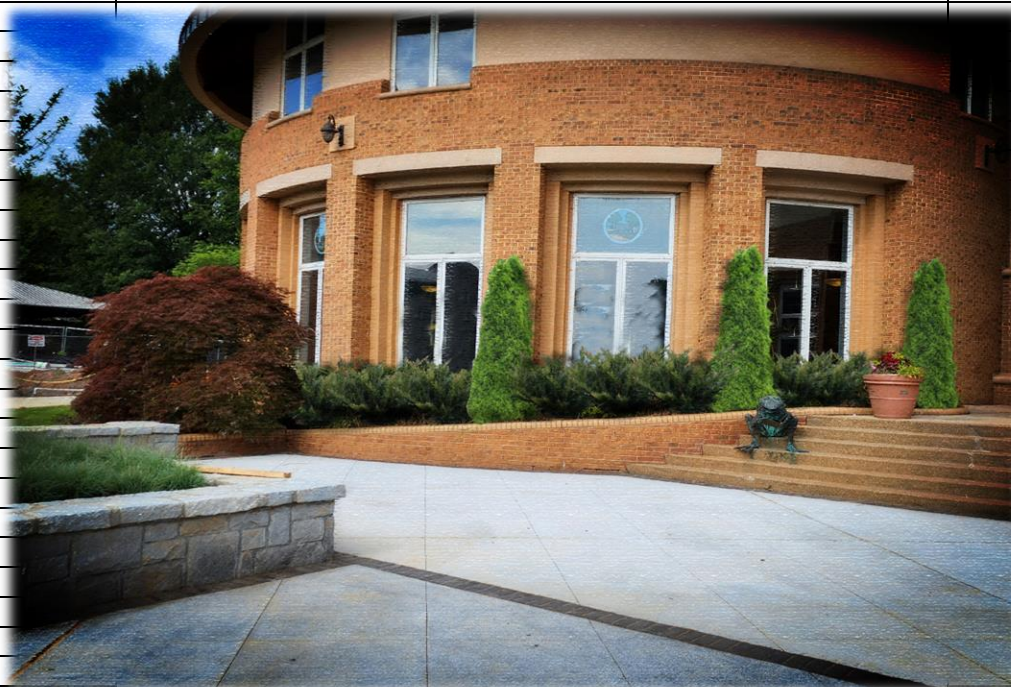
Date: July 7, 2023
 Job Name: City of Smyrna - Library
 Job Address: 100 Viollage Green Circle
Smyrna, GA 30080
 Contact: _____

Branch: 15 - Cobb
 Contract Number: _____
 Phase Number: 10-060-000
 Account Manager: Ryan Woolridge

Scope of Work

Remove existing grasses in raised bed and install plant material based on design concept. Proposal includes removal and planting on both sides of steps.

| QTY | SIZE | MATERIAL / DESCRIPTION | UNIT PRICE | TOTAL |
|-----|-------|----------------------------------|------------|--------------------|
| | | Library Enhancement | | \$ 7,773.50 |
| 1 | LS | Remove, Prep. & Till, Amend Soil | | |
| 6 | 6' | Emerald Green Arborvitae | | |
| 24 | #3 | Coppertone Distylium | | |
| 20 | Bales | Pine Straw | | |
| 1 | LS | Clean-Up & Water-In | | |



PRICE LISTED IS VALID FOR 30 DAYS FROM DATE ISSUED

This proposal includes a Volume Discount of: \$659.25

Total Labor & Materials:

\$7,773.50

Project Total: \$7,773.50

Terms and Conditions

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Date

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Acceptance of Terms and Conditions:

Client / Owner

Name: _____

Email: _____

Signature: _____

Date: _____

Requisition/Work _____

Order/CRN/PO#: _____

(if required)

Russell Landscape, LLC

By: Jai Means _____

Title: Senior Designer _____

Account Manager Name: Ryan Woolridge _____

Account Manager Phone: _____

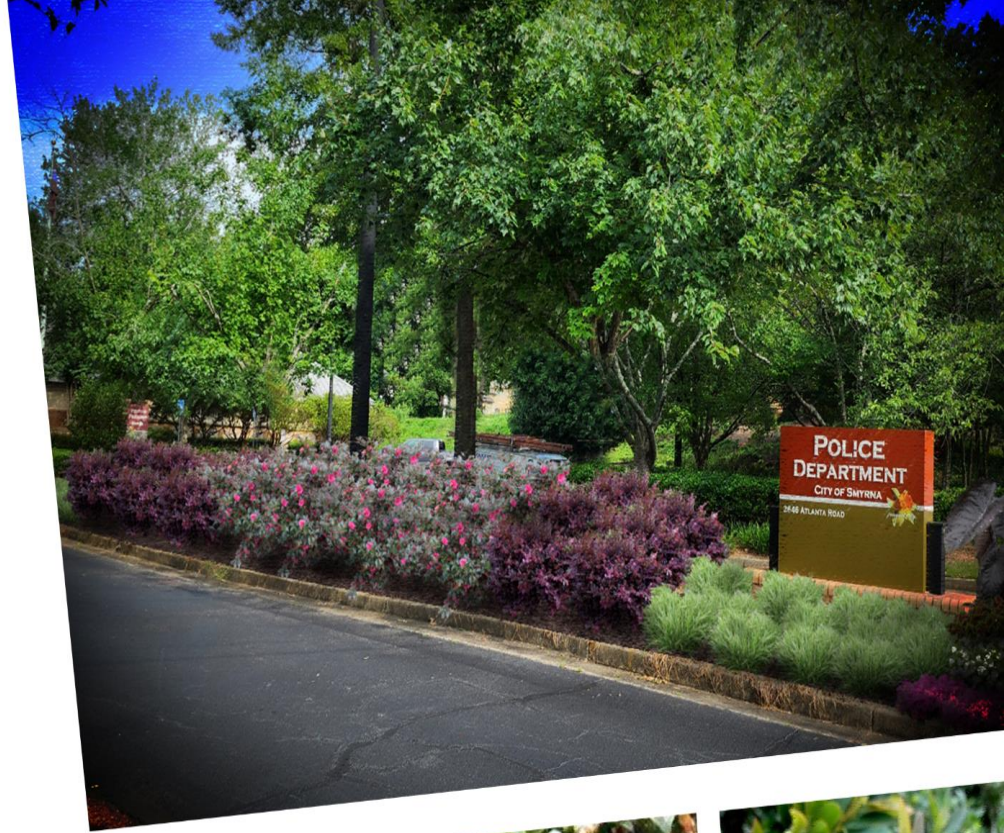
Account Manager Email: _____

Notes/Comments:

Please note if you have a separate billing address from the physical address on this proposal.

City of Smyrna

Police Station



LANDSCAPE CONCEPTUAL DESIGN



RUSSELL
LANDSCAPE



Entry Median Island



Before



Remove trees and existing plant material from center island and replace with Camellias, Loropetalum and Carex. Expand existing seasonal color bed on island tip back towards sign creating a larger seasonal color bed.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
2464 Atlanta Road
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Police Department

Date: 7.7.23

Designed By: Jai Means

A.1

Entry & Exit Curb Plantings



Before



Add liriope to the exit side to match the planting on the entry side. Incorporate Oakleaf Hydrangea into the Hollies for added color and texture.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
2464 Atlanta Road
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Police Department

Date: 7.7.23

Designed By: Jai Means

A.2

Police Headquarters Sign



Before



Remove existing plant material from around sign and replace with Loropetalum, Distylium, Arborvitae and Dogwoods. Arborvitae and Dogwoods provide scale, texture and color. Add additional color and texture with Distylium and Loropetalum drawing the eye to the sign.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
2464 Atlanta Road
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Police Department

Date: 7.7.23

Designed By: Jai Means

A.3

Breezeway Entry Planting



Before



Remove Elm tree overhanging breezeway and replace with a Bloodgood Japanese Maple providing a focal point as you walk down the main corridor. Under plant with Camellia, Hydrangea, Yews and Ferns creating an appealing understory planting. Move seasonal color bed closer to the sidewalk providing a splash of color year round.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
2464 Atlanta Road
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Police Department

Date: 7.7.23

Designed By: Jai Means

A.4

Statue Planting



Before



Remove existing hollies and Loropetalum and replace with Hydrangeas, Camellias, Yews and Liriopis. Frame statue using Hydrangeas and Camellias, and mass plant yews as ground cover and allowing visibility to statue. Hydrangeas to provide a pop of color in summer time.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
2464 Atlanta Road
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Police Department

Date: 7.7.23

Designed By: Jai Means

A.5

Front Turf Planting



Before



Add color and texture around turf by adding BananAppeal Anise, Ferns and Hosta. Updated turf area with Zoysia sod, a more shad tolerant turf.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
2464 Atlanta Road
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Police Department

Date: 7.7.23

Designed By: Jai Means

A.6

Front Turf Planting



Before



Remove declining Ligustrum along walkway and replace with Vitex-Chaste Tree. Space out trees to allow a more open feeling. Replace Carissa Holly with BananAppeal Anise, Moonlit Lace Viburnum, Loropetalum and Spreading Yew.

After



Designer
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Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
2464 Atlanta Road
Smyrna, GA 30080

Manager: Ryan Woolridge

Smyrna Police Department

Date: 7.7.23

Designed By: Jai Means

A.6

PROPOSAL

[illegible]

PRICE LISTED IS VALID FOR 30 DAYS FROM DATE ISSUED

This proposal includes a Volume Discount of: (\$10,836.79)

Total Labor & Materials:

\$66,389.75

Terms and Conditions

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Client / Owner Signature

Date

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Acceptance of Terms and Conditions:

Client / Owner

Name: _____

Email: _____

Signature: _____

Date: _____

Requisition/Work

Order/CRN/PO#: _____

(if required)

Russell Landscape, LLC

By: Jai Means _____

Title: Senior Designer _____

Account Manager Name: Ryan Woolridge _____

Account Manager Phone: _____

Account Manager Email: _____

Notes/Comments:

Please note if you have a separate billing address from the physical address on this proposal.

City of Smyrna

Wolfe Recreation Center



LANDSCAPE CONCEPTUAL DESIGN



RUSSELL
LANDSCAPE



Foundation Planting



Before



After

Anchor the left corner of the building with a Blue Atlas Cedar. Soften foundation using a myriad of plants including Beautyberry, Loropetalum, Switch Grass, Camellias, Butterfly Bush, Arborvitae and Hydrangeas. Decrease the size of the planting bed with Bermuda sod.



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
884 Church Street
Smyrna, GA 30080

Manager: Ryan Woolridge

Wolfe Recreation Center

Date: 6.26.23

Designed By: Jai Means

A.1

Foundation Planting



Before



Mirror plant material from the left side of building adding Gardenias to fill out planting bed on far right side.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
884 Church Street
Smyrna, GA 30080

Manager: Ryan Woolridge

Wolfe Recreation Center

Date: 6.26.23

Designed By: Jai Means

A.2

Sidewalk Planting



Before



Remove existing Crape Myrtle and replace with a Bloodgood Japanese Maple creating a focal point with in the landscape and drawing. Accent plant with Cinnamon Girl Distylium and Little Lime Hydrangea.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
884 Church Street
Smyrna, GA 30080

Manager: Ryan Woolridge

Wolfe Recreation Center

Date: 6.26.23

Designed By: Jai Means

A.3

Entry Drive Planting



Before



Replace outdated and declining hollies with Switch Grass, Camellias, and Loropetalums adding texture and color to the landscape.

After



Designer
Jai Means
4300 Woodward Way
Sugar Hill, GA 30518
470.371.4138
jaim@russelllandscape.com

Branch: Cobb

Property Address:
884 Church Street
Smyrna, GA 30080

Manager: Ryan Woolridge

Wolfe Recreation Center

Date: 6.26.23

Designed By: Jai Means

A.4



PROPOSAL

Date: June 26, 2023
 Job Name: City fo Smyrna - Wolfe Recreation Center
 Job Address: 884 Church Street
Smyrna, GA 30080
 Contact: _____

Branch: 15 - Cobb
 Contract Number: _____
 Phase Number: 10-060-000
 Account Manager: Ryan Woolridge

Scope of Work

Landscape renovation along font building foundation.

| QTY | SIZE | MATERIAL / DESCRIPTION | UNIT PRICE | TOTAL |
|-----|---------|---|------------|---------------------|
| | | A.1 Building Foundation Renovation | | \$ 33,400.25 |
| 1 | LS | Remove, Prep. & Till, Amend Soil | | |
| 1 | 8' | Blue Atlas Cedar | | |
| 1 | 8' | Bloodgood Japanese Maple | | |
| 2 | #15 | Setsugekka Camellia | | |
| 10 | #7 | American Beautyberry | | |
| 25 | #3 | Northwind Switch Grass | | |
| 13 | #3 | Coppertone Distylium | | |
| 25 | #3 | Shishigashira Camellia | | |
| 29 | #3 | Crimson Fire Loropetalum | | |
| 11 | #3 | Little Quick Fire Hydrangea | | |
| 30 | #3 | Pugster White Butterfly Bush | | |
| 15 | #3 | Fire Chief Arborvitae | | |
| 14 | #3 | Little Lime Hydrangea | | |
| 11 | #3 | Frostproof Gardenia | | |
| 18 | #3 | Cinnamon Girl Distylium | | |
| 2 | Pallets | Bermuda Sod | | |
| 1 | LS | Stump Grinding | | |
| 50 | Bales | Pine Straw | | |
| 1 | LS | Clean-Up & Water In | | |
| | | The proposal above includes the following specifications: | | |
| | | | | |
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PRICE LISTED IS VALID FOR 30 DAYS FROM DATE ISSUED

This proposal includes a Volume Discount of: \$3,613.06

Total Labor & Materials: \$33,400.25

Terms and Conditions

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Acceptance of Terms and Conditions:

Client / Owner

Russell Landscape, LLC

Name: _____

By: Jai Means _____

Email: _____

Title: Senior Designer _____

Signature: _____

Account Manager Name: Ryan Woolridge _____

Date: _____

Account Manager Phone: _____

Requisition/Work _____

Order/CRN/PO#: _____

Account Manager Email: _____

(if required)

Notes/Comments:

Please note if you have a separate billing address from the physical address on this proposal.

Committee of the Whole Minutes - Final MAYOR AND COUNCIL



Derek Norton, Mayor
Tim Gould, Mayor Pro Tem (Ward 6)
Glenn Pickens (Ward 1)
Latonia P. Hines (Ward 2)
Travis Lindley (Ward 3)
Charles "Corkey" Welch (Ward 4)
Susan Wilkinson (Ward 5)
Kathy Young (Ward 7)

A Max Bacon City Hall
HR Training Room
2800 King Street Cir SE
Smyrna, GA 30080

City Attorney Scott Cochran
City Administrator Joseph Bennett
City Clerk Heather K. Peacon-Corn

**June 15, 2023
6:30 PM**

1. Roll Call

Present: 8 – Mayor Derek Norton, Councilmember Glenn Pickens, Councilmember Latonia P. Hines, Councilmember Travis Lindley, Councilmember Charles Welch, Councilmember Susan Wilkinson, Mayor Pro Tem / Councilmember Tim Gould, and Councilmember Kathy Young

Also Present: 1 – Scott Cochran

Staff: 11 – Joe Bennett, Dan Campbell, Richard Garland, Russell Martin, Penny Mocer, Paul Osburn, Heather Peacon-Corn, Kristin Robinson, Joey Staubes, Andrea Worthy, and Ashley Youmans

Call to Order

Mayor Derek Norton called to order the June 15, 2023, Committee of the Whole meeting held at A. Max Bacon City Hall in the HR Training Room at 6:30 PM.

2. Staff M&C Agenda Items to Review

3. Formal Business and Presentations

A. COW2023-034 Kash Trivedi – 2023 Legislative Update

Kash Trivedi
City of Smyrna
2023 Legislative Update

The City of Smyrna is not unique in terms of representation at our state capitol. Larger cities like Atlanta have had representation for years, but even smaller cities and counties retain lobbyists to represent them before the Georgia General Assembly. Individual representation, like Smyrna has had through my firm for the last three years, allows us to hyper focus on issues impacting our community in a way that the Georgia Municipal Association (GMA) cannot. This is certainly not an indictment on GMA, but issues facing our community oftentimes are not on the forefront of their policy agenda.

In Smyrna, we are very fortunate to have a great legislative delegation, who are all attentive and responsive to our community needs, but even they may get caught up in issues impacting the entire state.

Two main areas of focus have been allowing municipalities to ultimately decide if they would like speed cameras in school zones and securing money for the South Cobb Drive Corridor improvements.

Originally, legislation that allowed for these cameras in school zones did not contemplate if a county school did not see the necessity for installing these cameras. Smyrna city council has voted unanimously to allow for these cameras; however, the Cobb County School Superintendent has blocked our efforts. For several years now, we have been fighting to get this changed. Unfortunately, each year the bill has not passed for various reasons. Sometimes it's because the legislation included provisions that made these cameras difficult and even detrimental to operate, and other times it was because legislation was added that caused a divide in the legislature. We have made several attempts to work with the county to change here in Cobb County, but we have been met with disapproval.

The South Cobb Drive corridor has been a huge undertaking, and we are making great progress. To date, the Atlanta Regional Commission has approved \$8.76m for our South Cobb Drive project. In total, we have secured \$17 million of the proposed \$30 million needed to complete the project and are awaiting the current congressional budgeting process results to see if we are awarded the rest of the funds or a portion. Congressman Loudermilk and Congressman David Scott have both made this a priority ask.

Legislation signed by Governor Kemp:

Smyrna Specific:

▣ HB 696 (Teri Anulewicz) - provides for the annexation of certain territory into the boundaries of the city;

Appropriations:

▣ HB 18, the state budget for Amended Fiscal Year 2023, which includes \$950m for homeowner tax relief grants and \$8.9m to increase funds for local maintenance and improvement grants to reflect 10% of projected motor fuel revenues.

Local Government Operations

▣ HB 374 (Brad Thomas), original bill was amended to combine multiple bills, dealing with preemption:

- SB 145 (Shawn Still) prohibits local governments from adopting differing regulations for electric and gas leaf blowers.
- HB 438 (Victor Anderson) prevents governmental entities from adopting any policy that restricts the connection or reconnection of any utility service based upon the type or source of energy or fuel.
- HB 374 (Brad Thomas) requires cities to approve the de-annexation of up to ten parcels per application on the city's boundaries per the petition of 100% of the parcel's residents, with exceptions allowed if the de-annexation would be detrimental to the health, safety, or welfare of the residents of the parcel or of the existing municipality. The de-annexed

property cannot create an unincorporated island. A municipality may terminate the provision of services to the de-annexed property. Parcels in municipalities with general obligation bond or revenue bond indebtedness are ineligible for de-annexation using this process

- SB 1 (Greg Dolezal) removes the sunset on the prohibition on state and local governments from requiring proof of COVID vaccination for government services.
- SB 62 (Carden Summers) prohibits counties and municipal corporations from adopting a written policy to prohibit the enforcement of an order or ordinance prohibiting unauthorized public camping, sleeping, or obstruction of sidewalks and allows mandamus actions against a local government for adopting a policy against enforcement of a street camping ordinance. The bill further directs the state auditor to conduct a performance audit of spending on homeless programs in the state. Finally, the bill prohibits local governments and hospitals from transferring homeless individuals to a jurisdiction without the jurisdiction's consent.
- SB 116 (Ben Watson), which extends the maximum term of a municipal lease of a recreational facility from five to 20 years.
- SB 121 (Lee Anderson) prohibits local governments from denying the drilling, servicing, or repair of new or existing wells on single-family residential and farm properties on acre or more.
- SB 127 (Billy Hickman), prohibits a local governing authority that has collected more than \$500,000 in hotel/motel taxes per year in any of the three preceding fiscal years from changing the designated private sector nonprofit organization other than through mutual agreement or approval by the Hotel Motel Tax Performance Review Board.

Public Safety/Criminal Justice

- SB 44 (Hatchett), the Street Gang Terrorism and Prevention Act. One of the Governor's priority bills, SB 44 creates a mandatory minimum sentence of five years for the recruitment of another individual into a criminal street gang (10-year sentence for the recruitment of a minor). The bill allows a judge to deviate from these minimums if certain conditions are met.
- SB 215 (Matt Brass) requires personal information of public employees, including law enforcement officers, to be removed from websites that are disclosed publicly.
- HB 453 (Hilton) repeals the requirement that ambulance services pay an annual license fee.

Elections/Ethics

- SB 129 (Rick Williams), which allows employees to request time off to vote on early voting days and requires that absentee ballot applications include the name of the sender and a notice clarifying that the application is not a ballot.

Transportation

- HB 189 (Steven Meeks) "The Truck Weights Bill" allows a 10% variance for truck weights for the agricultural and forestry industries, limited to within 150 miles of origin and outside of NAAQS nonattainment areas (Metro Atlanta counties). The variance in truck weight will be allowed until July 1, 2025, at which point the legislation sunsets. Additionally, the bill increases fines on violations of the load limitations, placing a 5-cent fine per pound for excess weight on a vehicle less than or equal to 93,000 pounds, a 10-cent fine per pound for vehicles between 93,000 and 100,000 pounds, and a 15-cent fine per pound for vehicles greater than or equal to 100,000 pounds. The bill allows local governments to enforce weight limits.

Bills that did not pass:

HB 514, which combined language from two bills:

- ▣ HB 514 (Washburn) to prevent local governments from enacting moratoriums on housing construction for longer than 180 days and from instituting a new moratorium after the previous one's expiration and prohibit permitting fees from being higher than the cost of administration
- ▣ SB 136 (Dugan) to allow local governments to waive development impact fees for the construction of workforce housing
- ▣ HB 517 (Washburn), the Georgia Homeowner Act, which preempted counties and cities from denying permits for houses based on exterior building color, type or style of roof structure or materials, or interior floor plans.

Bills vetoed:

HB 193 (Victor Anderson), which increases the dollar value of public works construction contracts exempt from bidding requirements from \$100,000 to \$250,000.

Study Committees:

SR 175 - Joint Study Committee on Service Delivery Strategy

- Frank Ginn
- Senator Max Burns
- Senator Sheikh Rahman
- Mayor Kurt Ward, City of Braselton
- Chairman Chris Dockery, Lumpkin County

B. COW2023-024 Rebuilding Together Atlanta Presentation

About Rebuilding Together Atlanta

- Mission – Repairing Home, Revitalizing Communities and Rebuilding Lives
- Nonprofit 501c3 since 1992 in Atlanta metro area
- Part of a national affiliate network. Rebuilding Together Atlanta is one of nearly 200 affiliates in 40 states
- Partner with local communities, neighborhoods, community leaders, corporate partners and volunteers to make essential and critical repairs to help vulnerable neighbors stay in their homes. Repairs are provided at no cost to homeowner.
- The work often extends beyond each individual home to work closely with community residents and leaders to improve the health and safety of the communities where homeowners live, work and play
- ▶ Holistic and person-centered approach to home repairs and community revitalization. Partner with homeowner and community to develop a plan.
- ▶ RTA Home Repairs are based on the **8 principles of Healthy Homes** developed by the National Center for Healthy Housing and endorsed by HUD. Those 8 Keep it dry, Clean, Pest-free, Safe, Contaminant free, Well ventilated, Maintained and Thermally Controlled.
- ▶ 25 point Home Health and Safety Checklist- identify significant health and safety hazards with homes, prioritize repairs, provide a holistic, comprehensive, and detailed scope of work and focus home repairs on results.
- ▶ Repairs are focused on the connection between health and housing while preserving the existing affordable housing landscape.
- ▶ Trusting relationship with homeowners.
- ▶ In 2022- Partnered with organizations, businesses, and corporations to complete more than **59 home and community revitalization projects** across the Atlanta

metropolitan area. Serving more than **600 people**. Over **200 home hazards were eliminated**. More than **500 Volunteers donated over 3000 hours of service**

- ▶ National Study (including RTA) about the impact of home repairs
 - 7 in 10 people who received repairs reported low or no chance of falling
 - 2/3 of neighbors who reported their health improved after the repairs were completed
 - 9 in 10 of neighbors felt less stress about home repairs and maintenance
 - 9 in 10 of neighbors who received repairs now plan to age in place
 - 3 in 5 neighbors who received repairs say their homes are more valuable as an asset

City of Smyrna Home Repair Program: up to \$10,000 in repairs per home

- Extremely Low Income (XLI) or Very Low Income (VLI) as defined by HUD
- Age 62+ and/or disabled
- Lived in the home as the principal residence for a minimum of two (2) years (legacy residents)
- Property must be owner-occupied home
- Property shall be a single-family residence (includes townhomes and condominiums)
- Repairs must be focused on improving the health and safety of the home for the homeowner

Home Repairs – caused by deferred maintenance and lack of other financial resources:

1. Heating, ventilation and air conditioning system repair or replacement;
2. Exterior doors and window replacements, insulation;
3. Electrical rewiring, including breakers, receptacles, GFCI, switches and plates;
4. Roofing shingles and deck replacement, soffits, fascia, boots and caps, including gutters;
5. Plumbing-sewer line repair or replacement. Bath or kitchen appliance replacements (when necessary);
6. Accessibility improvements to accommodate disabled persons and/or make medical accommodations;
7. Other items, as determined by City of Smyrna staff.

5 Homes

Average Age- 70

❖ of years living in home - 25 years

Household Income- 4 Extremely Low Income, 1 Very Low Income

Female Head of Household- 3

Total Residents Served- 8 (3 Females, 5 Males)

Race/Ethnicity-100% African American/Black

Disability- 2 Homeowners (physical)

Where in Smyrna

2570 Davenport Street, 30080

2103 Spoon Court SE, 30080

3244 Hampton Court SE 30082

1024 Huntington Trace SE 30082

1022 Huntington Trace SE 30082

Funding-

CDBG Grants for Repairs = \$41,645.00

Matching Funds for Repairs (cash, in kind, volunteer skilled labor) = \$21,300.00

Project Value (all project expenses) = \$90,000

Volunteer Hours – 230 hours from 50 volunteers

Home Hazards Eliminated- 27 and counting
Repairs Made (Health/Safety)

- ▶ New Furnace
- ▶ Chair Lift (*accessibility*)
- ▶ Roof Replacement
- ▶ Removed worn carpet (*accessibility*)
- ▶ Install hard plank vinyl flooring (*accessibility*)
- ▶ Install ADA handrails (*accessibility*)
- ▶ Install Gutters
- ▶ Repair Fascia/Soffit
- ▶ Install ADA ramp at front entrance (*accessibility*)
- ▶ Bathroom modifications (ADA shower, Grab Bars)
- ▶ Replace kitchen exhaust fan to outside

Mr. Ken

Military Disabled Veteran. 25 years in home.

Worked at USPS until he had a stroke, lost his job. Affected his income. Lost mobility and independence. Stopped by City Hall.

Described leaving the home “as scary”. In home, trip hazards and no ability to shower.

Accessibility modifications -removed old carpet, installed handrails, installed hard plank flooring, ADA ramp/handrail on front of home, bathroom modifications/ADA shower

How you can help-

- 1) Refer Homeowners in need (*senior/disability, low income*)
- 2) Attend a Build event; meet the homeowners (*This Friday*)
- 3) Skilled contractors to partner with
- 4) Businesses to support our mission

Learn More- www.RebuildingTogether-Atlanta.org

Apply-www.rebuildingtogether-atlanta.org/homeowners/city-of-smyrna-home-repair-program

Email- Smyrna@rebuildingtogether-atlanta.org Phone-404-505-5599

C. COW2023-029 North Cooper Lake Park Pavilion – Richard Garland

Richard Garland, Parks and Recreation Director, provided pricing information as quoted by S.H Creel and an example picture of a Grand Teton Timber Frame pavilion. It would take about 10-12 weeks to place a structure of this type. The park is a 50 acre park with about 4 miles of official bike trails. There is plenty of room to expand the bike trail system. Councilmember Welch stated he supports this project.

D. COW2023-030 Council Chambers – Paul Osburn

Paul Osburn, Assistant Public Works Director, provided an update on the Council Chambers renovation and repairs. The Council will need to make a paint color decision, then Parker Young can move forward, and they are still predicting an August 1, 2023, completion date.

Mr. Osburn also provided an update about the stair lift at the Community Center. The proposed stair lift does not meet structure standards in the Community Center, so there

has been a change order and reduction in cost by approximately \$5,000.00 to install an updated lift system without having to make any structural changes to the building. They will be looking at using an enclosure so it cannot be used outside of its normal and proper use.

E. COW2023-032 Discussion regarding Village Green Park

Richard Garland, Parks and Recreation Director, provided an update to the conceptual plan for the Village Green Park:

- Changes were required because of the discovered construction materials and other debris found in the ground;
- The one area that will remain the same is the location of the stage;
- There will be tiered/terraced seating;
- There will be gates on the two of the three entrances into the playground.

Discussion took place regarding the terraced seating, its relationship to the stage, and the grade of the land in that space.

4. Review of Current M&C Agenda

A. COW2023-031 Review of the June 20, 2023 Mayor and Council Meeting Notice and Agenda.

---- Russell Martin, Community Development Director, provided the following background for item ORD2023-007, amendments to the subdivision regulations in relation to public streets:

At the direction of City Council, Community Development is proposing amendments to the Subdivision Ordinance to require streets in new single-family subdivisions be dedicated as public streets. Additionally, an amendment is proposed to require public road frontage for all new lots. The amendments are proposed due to existing subdivisions petitioning the city to encumber maintenance costs for streets previously built as private streets. Therefore, the amendment will require all new streets be built and dedicated as public streets so the city can anticipate future maintenance costs.

Community Development has reviewed the Subdivision Ordinance and is proposing code amendments to the following sections.

Amend Section 703 of the Subdivision Ordinance (Appendix B) to require lot access be provided over a public street. The proposed sections shall read as follows:

Sec. 703. – Access.

Access to every subdivision lot shall be provided over a public street.

Add 707.9 to Section 707 of the Subdivision Ordinance (Appendix B) to require streets within new single-family subdivisions be public. The proposed sections shall read as follows:

Sec. 707. Street design requirements.

---- Joey Staubes, Planner II, provided information for item Z23-025, a plat approval with variances on land lot 664 on 0.91 acres on Bates Street by applicant Greg Stringer:

The applicant is requesting approval to build two single-family homes on two lots on Bates Street. The lots have been assigned tax identification numbers via the tax assessor, and appear as two lots on the tax map; however, Community Development can find no evidence that the two lots went through the formal platting approval process. The applicant requests formal approval of the subdivision within the requirements of the R-15 zoning district, so no rezoning is required. The subject property is 0.91 acres in size and is zoned R-15 (single-family residential). The proposed subdivision will result in two lots being 17,768 sq. ft. and 21,632 sq. ft. in size. Prior to final plat approval the applicant must obtain access easements from adjacent properties.

The proposed lots require the following variances from the zoning requirements of the R-15 zoning district.

1. Eliminate the road frontage requirement of 40' (Staff Supports)
2. Reduction of the front setback from 35' to 10' (Staff Supports)
3. Reduction of lot width from 85' to 80' (Staff Supports)
4. Reduction of minimum house size from 2,000 sq. ft. to 1,400 sq. ft. (Staff Supports)

Community Development has reviewed the proposed subdivision against the requirements of the R-15 zoning district. Staff believes the proposed subdivision meets the intent of the requirements of the R-15 zoning district. Community Development recommends approval of the requested subdivision with the following conditions:

1. Approval of the subject property shall be conditioned upon substantial compliance with the plat submitted on 5/22/23.
2. The applicant shall obtain access easements prior to the approval of the final plat.

---- Heather Peacon-Corn, City Clerk, provided information regarding item AGR2023-026, the at-will employment agreement for the City Clerk with the term of this agreement commencing on July 1, 2023, continuing until the Council decides to terminate employment or upon employee's resignation:

- Ms. Peacon-Corn expressed that she faced vulnerability due to an unfounded ethics complaint brought against her, Mr. Bennett (City Administrator), and Mr. Cochran (City Attorney);
- Both Mr. Bennett and Mr. Cochran have contracts;
- Ms. Peacon-Corn approached Mayor Norton and Mr. Bennett and asked if they were amenable to a contract for her – both were in agreement;
- The contract is renewed year-to-year;
- The City Clerk position continues to be an appointed position.

---- Penny Mocerri, Deputy City Administrator, explained that there would be a street closure added to the Consent Agenda for the Jazz Under the Gazebo event.

---- Kristin Robinson, Assistant Deputy Administrator/Finance Director, explained that Bo Jones being promoted to Water, Sewer, and Utilities Director will be added to the agenda so his effective start date in the new position can begin July 1, 2023.

5. Other Business / Staff Comment

A. COW2023-033 Joe Bennett Review

Joe Bennett, City Administrator, and Richard Garland, Parks and Recreation Director, provided updates regarding the Ward 7 Splash Pad:

- The original location is not able to be built upon because the land is very rocky – not feasible to blast the rock so close to homes;
- The secondary location is just across the road and is suitable;
- The footprint will remain very similar with the exception of a reduction in about 1,000 sq. ft.;
- Overflow parking for Riverline Park will be shifted over to accommodate the splash pad;
- The original proposed location will now be turned into additional parking.

Councilmember Young mentioned that there are many communities in that area that do not have access to many amenities, so this will be a positive addition to the area.

Discussion took place regarding proposed costs which are estimated at approximately \$2.5M. Mayor Norton asked that this item be added to the Tuesday agenda.

Mr. Bennett also updated the Mayor and Council on the following:

- The downtown fountain should be completed within the 45 day timeframe;
- Council Chambers needs to be painted, so Council will walk the Chambers after the meeting to look at colors;
- The Village Green Park – the water feature portion is moving forward.

Mayor Norton stated that Stillfire Brewing is scheduled for groundbreaking around Labor Day. Mayor Norton also mentioned that the Speaker appointed Mayor Norton to a study committee to look at service delivery strategies which comes at a good time because cities are currently in negotiations with Cobb County. GMA will be assisting him with points of argument for dispute resolutions, etc. Once he gets a better idea of the expectations, he will reach out to other Mayors to get their input.

6. Executive Session (As Needed)

A. COW2023-036 Enter Executive Session

Councilmember Travis Lindley made a motion to enter Executive Session; seconded by Councilmember Glenn Pickens.

The motion carried with the following vote:

| | |
|----------------|---|
| Aye: | 7 – Councilmember Pickens, Councilmember Hines, Councilmember Lindley, Councilmember Welch, Councilmember Wilkinson, Councilmember / Mayor Pro Tem Gould, Councilmember Young |
| Nay: | 0 – None |
| Recuse: | 0 – None |

B. COW2023-035 Re-enter Regular Session

Councilmember Travis Lindley made a motion to Re-enter Regular Session; seconded by Councilmember Glenn Pickens.

The motion carried with the following vote:

Aye: 7 – Councilmember Pickens, Councilmember Hines, Councilmember Lindley, Councilmember Welch, Councilmember Wilkinson, Councilmember / Mayor Pro Tem Gould, Councilmember Young

Nay: 0 – None

Recuse: 0 – None

Discussion took place regarding the format of the public information session pertaining to Smyrna First Baptist Church that will take place after the regular Mayor and Council meeting on June 20, 2023. Councilmember Hines expressed that citizens who attend the meeting will have an expectation of being able to speak and/or ask questions.

7. Adjournment

Mayor Derek Norton adjourned the June 14, 2023, Committee of the Whole meeting at 8:59 PM.

Facilities are provided throughout City Hall for convenience of persons with disabilities.

THIS MEETING WAS PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS IN ACCORDANCE WITH THE NOTICING STANDARDS AS OUTLINED IN O.C.G.A. 50-14-3:
The City of Smyrna website – www.smyrnaga.gov
City Hall, 2800 King Street SE, Notice Boards

Pre-Council Meeting – Final MAYOR AND COUNCIL



Derek Norton, Mayor
Tim Gould, Mayor Pro Tem (Ward 6)
Glenn Pickens (Ward 1)
Latonia P. Hines (Ward 2)
Travis Lindley (Ward 3)
Charles "Corkey" Welch (Ward 4)
Susan Wilkinson (Ward 5)
Kathy Young (Ward 7)

Smyrna Community Center
Oak Room
200 Village Green Circle
Smyrna, GA 30080

City Attorney Scott Cochran
City Administrator Joseph Bennett
City Clerk Heather K. Peacon-Corn

**June 20, 2023
6:30 PM**

1. Roll Call

Present: 8 – Mayor Derek Norton, Councilmember Glenn Pickens, Councilmember Latonia P. Hines, Councilmember Travis Lindley, Councilmember Charles Welch, Councilmember Susan Wilkinson, Mayor Pro Tem / Councilmember Tim Gould, and Councilmember Kathy Young

Also Present: 1 – Scott Cochran

Staff: 5 – Jennifer Bennett, Jill Head, Russell Martin, Heather Peacon-Corn, and Andrea Worthy

2. Call to Order

Mayor Derek Norton called to order the June 20 2023, Mayor and Council meeting held at the Smyrna Community Center in the Oak Room at 6:32 PM.

3. Review of Current M&C Agenda

PRE2023-017 Review of the June 20, 2023 Mayor and Council Meeting Notice and Agenda

For item RFP23-023, it will be read aloud with the corrected amounts as: Approve RFP23-023 and the contract with S. H. Creel Contracting, LLC (756 White Blossom Court, Powder Springs, Ga, 30127) in the amount of ~~\$260,000.00~~ \$150,000.00 to construct a Timber Frame Pavilion at North Cooper Lake Park (4201 North Cooper Lake Road, Smyrna, Ga 30080) and amend the budget to add ~~\$260,000.00~~ \$150,000.00 to the SPLOST project line item to be funded by General Fund reserves.

Item 2023-142 Parks & Recreation and Finance recommends that Mayor and Council approve an additional cost of \$1,200,000.00, paid from the General Fund to complete the construction of the Riverline Park Splash Pad. This additional cost is based on the opinion of probable cost by Pond and Company – brief discussion took place regarding how many employees would be required. It was determined that four part-time employees would be needed.

4. Other Business / Staff Comment

Mayor Derek Norton reminded everyone that the public information session is happening after this meeting. The gym has been set up appropriately. Mayor Norton will welcome everybody, the church will present their perspective, then they will turn it over to Andrea Worthy (Economic Development Director) for her presentation. Afterward, they will open it up to pre-submitted questions. The meeting will last one hour.

Councilmember Kathy Young thanked all of the staff members who sat down with her last week during her council member orientation.

Councilmember Latonia P. Hines said she was able to meet the homeowner that was being helped by the Rebuilding Together Atlanta team. She stated the program is doing really great work. Ms. Hines also commented that the concert and ribbon cutting were amazing and lots of fun. She also mentioned that there is a Rose Garden project she will be announcing soon.

Councilmember Charles Welch mentioned that he and Councilmember Young have received emails concerning the train whistle still sounding through the quiet zone. They were told that the transition to the quiet zone will take some time.

Councilmember Susan Wilkinson stated that she and Councilmember Pickens received an email regarding short-term rentals and concerns that too many may be in a particular neighborhood – Wayland area.

5. Executive Session (As Needed)

6. Adjournment

Mayor Derek Norton adjourned the June 20 2023, Pre-Council Meeting at 6:47 PM.

Facilities are provided throughout City Hall for convenience of persons with disabilities.

THIS MEETING WAS PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS IN ACCORDANCE WITH THE NOTICING STANDARDS AS OUTLINED IN O.C.G.A. 50-14-3:
The City of Smyrna website – www.smyrnaga.gov
City Hall, 2800 King Street SE, Notice Boards

City Council Meeting Minutes - Final MAYOR AND COUNCIL



Derek Norton, Mayor
Tim Gould, Mayor Pro Tem (Ward 6)
Glenn Pickens (Ward 1)
Latonia P. Hines (Ward 2)
Travis Lindley (Ward 3)
Charles "Corkey" Welch (Ward 4)
Susan Wilkinson (Ward 5)
Kathy Young (Ward 7)

Smyrna Community Center
Magnolia Room
200 Village Green Circle
Smyrna, GA 30080

City Attorney Scott Cochran
City Administrator Joseph Bennett
City Clerk Heather K. Peacon-Corn

**June 20, 2023
7:00 PM**

I. CEREMONIAL MATTERS

1. Roll Call

Present: 8 – Mayor Derek Norton, Councilmember Glenn Pickens, Councilmember Latonia P. Hines, Councilmember Travis Lindley, Councilmember Charles Welch, Councilmember Susan Wilkinson, Mayor Pro Tem / Councilmember Tim Gould, and Councilmember Kathy Young

Also Present: 1 – Scott Cochran

Staff: 8 – Dan Campbell, Jill Head, Bo Jones, Russell Martin, Mary Moore, Paul Osburn, Heather Peacon-Corn, and Kristin Robinson

2. Call to Order

Mayor Derek Norton called to order the June 20, 2023, Mayor and Council meeting held at the Smyrna Community Center in the Magnolia Room at 7:00 PM.

3. Invocation and Pledge of Allegiance

A. Pastor Grant Partrick, Passion City Church (2625 Cumberland Pkwy)

4. Agenda Changes

5. Mayoral Report

Mayor Norton thanked all who came out to the concert in the park on June 10. It was a tremendous event with an estimated 4,000 people in attendance.

Mayor Norton provided a few additional updates:

- The green space including splash pad and plaza will be done around Labor Day.

- The downtown fountain will be completed in three weeks.
- City Council Chambers will be complete around August 1.
- The Veterans' Memorial lawn has been re-sodded. Approximately 10-12 more days will need to pass before the fencing comes down.

Mayor Norton reminded all that there will be an information session about the Smyrna First Baptist Church across the hall in the large gym.

6. Proclamations and Presentations

A. PRC2023-014 Proclamation in Recognition of Mr. Charles Stannard, former Board President "Friends of the Smyrna Library" **Citywide**

Councilmember Susan Wilkinson read aloud the following proclamation:

A PROCLAMATION

BY THE MAYOR OF THE CITY OF SMYRNA

In Recognition of Charles Stannard former Friends of Smyrna Library Board President

Whereas, Charles Stannard is a committed and earnest volunteer, advocate, and fundraiser for Smyrna Public Library and the Friends of Smyrna Public Library; and
Whereas, Charles Stannard is a native of Columbus, Georgia, but grew up in Connecticut; he attended Colgate University, and received a Ph.D. in sociology from Northwestern University; and
Whereas, as a frequent patron of Smyrna Library and friend to other Board Members, Charles Stannard was recruited to join the Board of the Friends of Smyrna Library in 2010; and
Whereas, Charles Stannard served as Treasurer of the Friends of Smyrna Library for two years, from 2010-2012 and served as President of the Friends of Smyrna Library for eleven years, from 2012-2023; and
Whereas, During Charles Stannard's tenure as Board President, the Friends of Smyrna Library helped develop a new section of the library specifically for teen users, contributed to the upgrade of the library's computer lab; sponsored monthly public lectures for over a decade; and donated more than \$50,000 in support of children's library services; and
Whereas, Charles Stannard used his interest and aptitude in photography to document decades of historical images in the Smyrna Herald and Smyrna Neighbor newspapers; and shared his nature and travel photography in an exhibit in Smyrna Library's art gallery; and
Whereas, Charles Stannard also served the Smyrna community as a founding member of the Smyrna Arts and Cultural Council, and continues to advocate for and support Smyrna Library initiatives; Now
Therefore, I, Derek Norton, Mayor of the City of Smyrna, do hereby recognize Charles Stannard for his outstanding service and many contributions to Smyrna Public Library and the Friends of Smyrna Library.

II. DISCUSSION / ACTION ITEMS

*Public comment during this portion of the Agenda must be limited to matters on the Agenda for action. If you wish to be heard, please sign up with the City Clerk, come to the podium when called by the Mayor, state your name and address for the record and make your remarks. The time allotted for each speaker is as follows: **Public Hearing - Five (5) Minutes***

7. Community Development Items

- A. **ORD2023-007** Public Hearing - Approval of ORD2023-007 for amendments to the Subdivision Regulations in relation to public streets and authorize the Mayor to sign and execute all related documents.

Citywide

Russell Martin, Community Development Director, provided the following background:

At the direction of City Council, Community Development is proposing amendments to the Subdivision Ordinance to require streets in new single-family subdivisions be dedicated as public streets. Additionally, an amendment is proposed to require public road frontage for all new lots. The amendments are proposed due to existing subdivisions petitioning the city to encumber maintenance costs for streets previously built as private streets. Therefore, the amendment will require all new streets be built and dedicated as public streets so the city can anticipate future maintenance costs. The Planning & Zoning Board voted to approve by a vote of 6-0 at the June 12, 2023, meeting.

Community Development has reviewed the Subdivision Ordinance and is proposing code amendments to the following sections.

Amend Section 703 of the Subdivision Ordinance (Appendix B) to require lot access be provided over a public street. The proposed sections shall read as follows:

Sec. 703. - Access.

Access to every ~~subdivision~~ lot shall be provided over a public street.

Add 707.9 to Section 707 of the Subdivision Ordinance (Appendix B) to require streets within new single-family subdivisions be public. The proposed sections shall read as follows:

Sec. 707. Street design requirements.

707.9 Street Classification. All new streets within single-family attached and/or detached subdivisions except alleys shall be dedicated as public streets and built to city standards. Rear access private alleys may be permitted provided the lot has frontage on a public right-of-way.

Councilmember Welch asked if there is any provision in this ordinance that would allow for the City of Smyrna to absorb a private street if the community improved the private street to meet City standards. Mr. Martin stated that they did not contemplate that, so there is currently no provision. But should a community want that, they would have to come before Mayor and Council anyway.

A public hearing was called, and no one came forward in favor of or in opposition to this item.

Councilmember Travis Lindley made a motion to approve item ORD2023-007, a public hearing and amendments to the Subdivision Regulations in relation to public streets and authorize the Mayor to sign and execute all related documents; seconded by Councilmember Latonia P. Hines.

The motion to approve carried with the following vote:

Aye: 7 – Councilmember Pickens, Councilmember Hines, Councilmember Lindley, Councilmember Welch, Councilmember Wilkinson, Mayor Pro Tem / Councilmember Gould, Councilmember Young
Nay: 0 – None
Recuse: 0 – None

**B. Z23-025 Public Hearing - Plat approval with variances - Land Lot 664 - 0.91 acres - Bates Street - Greg Stringer
*Ward 2 Councilmember - Latonia P. Hines***

Kristin Robinson, Assistant City Administrator/Finance Director, provided the following brief background:

The applicant is requesting approval to build two single-family homes on two lots on Bates Street. The lots have been assigned tax identification numbers via the tax assessor and appear as two lots on the tax map; however, Community Development can find no evidence that the two lots went through the formal platting approval process. The applicant requests formal approval of the subdivision within the requirements of the R-15 zoning district, so no rezoning is required.

Community Development has reviewed the proposed subdivision against the requirements of the R-15 zoning district. Staff believes the proposed subdivision meets the intent of the requirements of the R-15 zoning district. Community Development recommends approval of the requested subdivision with the following conditions:

1. Approval of the subject property shall be conditioned upon substantial compliance with the plat submitted on 5/22/23.
2. The applicant shall obtain access easements prior to the approval of the final plat.

Russell Martin, Community Development Director, provided the following more detailed background:

The applicant is requesting approval to build two single-family homes on two lots on Bates Street. The lots have been assigned tax identification numbers via the tax assessor and appear as two lots on the tax map; however, Community Development can find no evidence that the two lots went through the formal platting approval process. The applicant requests formal approval of the subdivision within the requirements of the R-15 zoning district, so no rezoning is required. The subject property is 0.91 acres in size and is zoned R-15 (single-family residential). The proposed subdivision will result in two lots being 17,768 sq. ft. and 21,632 sq. ft. in size. Prior to final plat approval the applicant must obtain access easements from adjacent properties.

The proposed lots require the following variances from the zoning requirements of the R-15 zoning district:

1. Eliminate the road frontage requirement of 40' (Staff Supports)
2. Reduction of the front setback from 35' to 10' (Staff Supports)
3. Reduction of lot width from 85' to 80' (Staff Supports)
4. Reduction of minimum house size from 2,000 sq. ft. to 1,400 sq. ft. (Staff Supports)

Community Development has reviewed the proposed subdivision against the requirements of the R-15 zoning district. Staff believes the proposed subdivision meets the intent of the requirements of the R-15 zoning district. Community Development recommends approval of the requested subdivision with the following conditions:

1. Approval of the subject property shall be conditioned upon substantial compliance with the plat submitted on 5/22/23.
2. The applicant shall obtain access easements prior to the approval of the final plat.

A public hearing was called.

Valerie Veney (2567 Bates Street) was sworn in by the City Attorney. Ms. Veney stated that she does not at this time approve of the easements. After seeing the layout examples of the property, she has further questions. She stated she does not have enough information, especially about the measurements and what the next steps are after this.

Greg Stringer, applicant, stated he understands that this is a confusing situation and fully acknowledges Ms. Veney's concerns, but he also stated that he is confident that the concerns can be allayed if this is approved. Councilmember Welch asked how the houses would be oriented. Mr Stringer approached the Council and showed them a rendering.

Councilmember Hines stated that as she understands this, even though the County has this as two separate parcels, there is no evidence of this going through the City's proper processes, so this approval would correct this situation. City Attorney Scott Cochran added that easements are a private matter. Mr. Martin explained that if this is approved, there are several steps that have to take place before the properties are developed including:

- land disturbance permit,
- place sewer lines and water lines to serve both properties,
- relocate a fire hydrant,
- obtain easements from neighboring properties,
- file a plat for reporting,
- issue building permits, etc.

Currently, there is no connection to the right-of-way – both lots are landlocked – which is why they would need to obtain easements from neighboring properties.

The public hearing was closed.

Councilmember Latonia P. Hines made a motion to approve item Z23-025, a public hearing and plat approval with variances on land lot 664 on 0.91 acres located on Bates Street by applicant Greg Stringer; seconded by Councilmember Kathy Young.

The motion to approve carried with the following vote:

Aye: 7 – Councilmember Pickens, Councilmember Hines, Councilmember Lindley, Councilmember Welch, Councilmember Wilkinson, Mayor Pro Tem / Councilmember Gould, Councilmember Young

Nay: 0 – None

Recuse: 0 – None

8. **Privilege License and Show Cause Hearing**

9. **Formal Business**

- A. **BCA2023-009** Approval of the Mayor's Appointment of Mr. J. Barrett Carter to the Smyrna Parks and Recreation Commission to fulfill term through December 2024

Citywide

Mayor Derek Norton explained that Mr. J. Barrett Carter was the Ward 7 appointee to the Parks & Recreation Commission, but this year's changes through the redistricting process moved him into Ward 4. Mayor Norton would like Mr. Carter to serve as his appointee and fulfill the term of Ms. Cheri Harrington who resigned from the board 3/21/23. The term expires December 2024.

Mayor Pro Tem Tim Gould made a motion to approve item BCA2023-009, the Mayor's appointment of Mr. J. Barrett Carter to the Smyrna Parks and Recreation Commission to fulfill term through December 2024; seconded by Councilmember Travis Lindley.

The motion to approve carried with the following vote:

Aye: 7 – Councilmember Pickens, Councilmember Hines, Councilmember Lindley, Councilmember Welch, Councilmember Wilkinson, Mayor Pro Tem / Councilmember Gould, Councilmember Young

Nay: 0 – None

Recuse: 0 – None

- B. **AGR2023-026** Approval of the At-Will Employment Agreement for the City Clerk, Heather K. Peacon Corn, with the term of this Agreement commencing July 1, 2023 and shall continue until the Council decides to terminate employment, or upon employee's resignation and authorize the Mayor to sign and execute all related documents.

Citywide

Councilmember Travis Lindley made a motion to approve item AGR2023-026, the at-will employment agreement for the City Clerk, Heather K. Peacon-Corn, with the term of this agreement commencing July 1, 2023, and shall continue until the Council decides to terminate employment or upon employee's resignation and authorize the Mayor to sign and execute all related documents; seconded by Councilmember Glenn Pickens.

The motion to approve carried with the following vote:

Aye: 6 – Councilmember Pickens, Councilmember Hines, Councilmember Lindley, Councilmember Welch, Mayor Pro Tem / Councilmember Gould, Ward 7 Councilmember Young

Nay: 1 – Councilmember Wilkinson

Recuse: 0 – None

- C. **ATH2023-18** Approval to confirm Mr. Bo Jones as the Water, Sewer, and Utilities Director for the City effective July 1, 2023.
Citywide

Kristin Robinson, Assistant City Administrator, provided a brief biography for Mr. Bo Jones:

Mr. Jones began his career 26 years ago in 1997 with the Ellijay Water & Sewer Authority. From 2006-2016, he worked for the Cherokee County Water Authority. Mr. Jones came to the City of Smyrna in 2016 as a Water & Sewer Supervisor before being named the Assistant Public Works Director in March of 2019. Mr. Jones currently holds many state water and sewer certifications and recognitions from the state of Georgia. He recently completed the Local Government Management course from UGA's Carl Vinson Institute and is currently enrolled in several other UGA programs.

Mr. Jones stated the following:

Kristin, thank you for the introduction, as I have always admired you and your position.

Good evening, Mayor and Council,

As Kristin mentioned, I started this journey in water in the late 90's, and 26 years later, I stand here before you deeply honored. I vow to this body today to continue to be a good steward to our citizens and purveyor of our water and sewer as I do not take this responsibility lightly.

Again, thank you for this opportunity and I look forward to serving you and your constituents for many more years to come. Thank you!

Councilmember Latonia P. Hines made a motion to approve item ATH2023-18 to confirm Mr. Bo Jones as the Water, Sewer, and Utilities Director for the City effective July 1, 2023; seconded by Councilmember Travis Lindley.

The motion to approve carried with the following vote:

| | |
|----------------|---|
| Aye: | 7 – Councilmember Pickens, Councilmember Hines, Councilmember Lindley, Councilmember Welch, Councilmember Wilkinson, Mayor Pro Tem / Councilmember Gould, Councilmember Young |
| Nay: | 0 – None |
| Recuse: | 0 – None |

- D. **RFP23-023** Approve RFP23-023 and the contract with S.H. Creel Contracting, LLC. (756 White Blossom Court, Powder Springs, Ga, 30127) in the amount of \$150,000.00 to construct a Timber Frame Pavilion at North Cooper Lake Park (4201 North Cooper Lake Road, Smyrna, Ga 30080) and amend the budget to add \$150,000.00 to the SPLOST project line item to be funded by General Fund reserves.
Ward 4 Councilmember – Charles Welch

The City of Smyrna requested proposals for design-build of a timber frame pavilion at North Cooper Lake Park. Proposals were due Friday, April 21, 2023. Two (2) proposals were received and evaluated by staff from Parks and Recreation.

S.H. Creel was selected to submit final cost for design and build of the pavilion – total cost is \$260,000.00 – \$150,000.00 will be added to the line-item. We removed the furnishings (including tables, chairs, trash cans) and will purchase these items separately. Anticipated cost is \$30,000.00 for those furnishings.

Parks and Rec and Purchasing recommend the approval of RFP23-023 and the contract with S.H. Creel Contracting, LLC. (756 White Blossom Court, Powder Springs, Ga, 30127) in the amount of \$150,000.00 to construct a Timber Frame Pavilion at North Cooper Lake Park.

Councilmember Charles Welch made a motion to approve item RFP23-023, the contract with S. H. Creel Contracting, LLC (756 White Blossom Court, Powder Springs, Ga 30127) in the amount of \$150,000.00 to construct a Timber Frame Pavilion at North Cooper Lake Park (4201 North Cooper Lake Road, Smyrna, Ga 30080) add \$150,000.00 to the SPLOST project line item to be funded by General Fund reserves; seconded by Councilmember Susan Wilkinson.

The motion to approve carried with the following vote:

Aye: 7 – Councilmember Pickens, Councilmember Hines, Councilmember Lindley, Councilmember Welch, Councilmember Wilkinson, Mayor Pro Tem / Councilmember Gould, Councilmember Young
Nay: 0 – None
Recuse: 0 – None

- E. 2023-142** Authorization for the approval of an additional cost to complete the construction of the Riverline Park Splash Pad in the amount of \$1,200,000.00 to be paid from the General Fund and authorize the Mayor to sign and execute all related documents. This additional cost is based on the opinion of probable cost by Pond and Company.
Ward 7 Councilmember – Kathy Young

Kristin Robinson, Assistant City Administrator/Finance Director, provided the following background:

City staff and our consultant, Pond, have been working on the design for the SPLOST funded splash pad in Ward 7 for over a year. Geo-hydro testing done at the initial site showed that the splash pad could not be placed on that site without significant additional cost. Pond and City staff re-worked the concept to move it the other side of the driveway at Riverview Park which is the design presented to Council for approval.

The cost estimate for construction on both sites was well above the SPLOST line item budget. Staff and Pond met and discussed changes to the design to reduce cost. After discussions, the team felt value engineering the design to meet the initial budget would severely impact the design and the size of the splash pad. The concept presented requires an additional \$1.2 million in funding to be able to construct. Staff is recommending that additional funding come from the General Fund reserves.

Mayor Norton stated that a lot of work has gone into this by former Councilmember Lewis Wheaton, and he thanked him for all of his hard work.

Councilmember Kathy Young made a motion to approve item 2023-142, an additional cost to complete the construction of the Riverline Park Splash Pad in the amount of \$1,200,000.00 (this additional cost is based on the opinion of probable cost by Pond and Company) to be paid from the General Fund and authorize the Mayor to sign and execute all related documents.; seconded by Councilmember Latonia P. Hines.

The motion to approve carried with the following vote:

Aye: 7 – Councilmember Pickens, Councilmember Hines, Councilmember Lindley, Councilmember Welch, Councilmember Wilkinson, Mayor Pro Tem / Councilmember Gould, Councilmember Young
Nay: 0 – None
Recuse: 0 – None

10. Consent Agenda

Councilmember Travis Lindley made a motion to approve the Consent Agenda as presented; seconded by Councilmember Glenn Pickens.

The motion to approve carried with the following vote:

Aye: 7 – Councilmember Pickens, Councilmember Hines, Councilmember Lindley, Councilmember Welch, Councilmember Wilkinson, Mayor Pro Tem / Councilmember Gould, Councilmember Young
Nay: 0 – None
Recuse: 0 – None

- A. **MIN2023-059** Approval of the June 1, 2023, Committee of the Whole Meeting Minutes.

This item was approved on the Consent Agenda.

- B. **MIN2023-060** Approval of the June 5, 2023, Pre-Council Meeting Minutes.

This item was approved on the Consent Agenda.

- C. **MIN2023-061** Approval of the June 5, 2023, Mayor and Council Meeting Minutes.

This item was approved on the Consent Agenda.

- D. **MIN2023-063** Approval of the June 7, 2023, Special Called Meeting of the Mayor and Council Minutes

This item was approved on the Consent Agenda.

- E. **AGR2023-024** Approval to amend contract with Rebuilding Together Atlanta, Inc. (3060 Peachtree Road NW, Suite 1810 Atlanta, GA 30305) for

administration of City's CDBG Home Repair Grant to allocate an additional \$125,000.00 to the program, extend the contract termination date to June 30, 2024, and authorize the Mayor to sign and execute all related documents. **Citywide**

This item was approved on the Consent Agenda.

- F. **ATH2023-19** Authorization for the closure of W. Spring St. in the lower portion of the Market Village to King St. on Saturday, August 26th, from 7:00 am to 11:00 pm. for the Smyrna Public Safety Foundation and Vineyard Wine Market Jazz Under the Gazebo private event, and council approval to serve beer, wine, and specialty cocktails.
Ward 3 Councilmember - Travis Lindley

This item was approved on the Consent Agenda.

- G. **ATH2023-20** Authorization to close Church St. from King St. to Memorial Place on Sunday, August 13, 2023, from 9:00 am - 3:00 pm for the Smyrna First United Methodist Church Fall Kick-Off.
Ward 3 Councilmember - Travis Lindley

This item was approved on the Consent Agenda.

11. Ward and Staff Reports

Councilmember Hines stated she enjoyed the Rebuilding Together Atlanta activities. She stated that what they do is amazing. She reminded all that on June 23, there will be a concert at the Reed House.

Councilmember Young thanked all of the amazing staff for sitting down with her for council orientation. She especially thanked Christy Ullman, Executive Assistant to Mayor & Council, for her assistance in onboarding her so efficiently.

Councilmember Wilkinson reiterated Councilmember Hines' words about Rebuilding Together Atlanta. They do great work.

Mayor Pro Tem Gould mentioned that the "Smyrna is Fabulous" event this past Saturday was a great event, and he thanked those who organized it.

City Clerk Peacon-Corn thanked Mayor and Council for their continued support.

III. CITIZEN PARTICIPATION

*Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the City Council. No subject may be acted upon by the City Council unless that subject is on the agenda and is scheduled for action. If you wish to be heard, please sign up with the City Clerk, come to the podium when called by the Mayor, state your name and address for the record and make your remarks. The time allotted for each speaker is as follows: **Public Comment - Three (3) Minutes***

12. Public Comment

13. Adjournment

Mayor Derek Norton adjourned the June 20, 2023, Mayor and Council meeting at 7:40 PM.



City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: 2023-144

Agenda Date: 07/17/2023

In Control: City Council

File Type: General ID

Agenda Section:
Consent Agenda

Agenda Number: D.

Department: Mayor and Council

Agenda Title:

Approval to use Council Chambers for Concord Lake Village HOA Meeting

Ward 3 Councilmember - Travis Lindley

ISSUE AND BACKGROUND:

Councilmember Travis Lindley has requested use of Council Chambers for a meeting of the Concord Lake Village Homeowners Assn.

In the event construction is not completed in Council Chambers, the HR Training Room (City Hall – 1st Floor) will be used for the meeting.

RECOMMENDATION / REQUESTED ACTION:

Approval



City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: AGR2023-029

Agenda Date: 07/17/2023

In Control: City Council

File Type: Agreement

Agenda Section:

Consent Agenda

Agenda Number: E.

Department: Administration

Agenda Title:

Approval of Amendment No.2 to the Cobb County Community Development Block Grant (CDBG) Subrecipient Agreement No: CD23-C23SA/S8 to adjust the total amended PY2023 allocation to \$259,237.76 and authorize the Mayor to sign and execute all related documents.

Citywide

ISSUE AND BACKGROUND:

Over the past several years, CDBG funds invested in the city have paid for numerous public improvements; and the City of Smyrna continues to be a subrecipient of the Cobb County Community Development Block Grant (CDBG) program. Effective July 5, 2023, the Subrecipient Agreement is amended to reflect the changes as noted. All other language, requirements and provisions of the original Subrecipient Agreement shall remain unchanged and in full force.

That amount is broken down as follows:

Public Facilities and Administration and Planning: Adjust total amount to \$259,237.76 to account for the \$10,000 annual fee that the Cobb County CDBG office retains for management of the City's CDBG program.

RECOMMENDATION / REQUESTED ACTION:

Staff recommends approval of Amendment No.2 to the Cobb County Community Development Block Grant (CDBG) Subrecipient Agreement No: CD23-C23SA/S8 to adjust the total amended PY2023 allocation to \$259,237.76 and authorize the Mayor to sign and execute all related documents.



COBB COUNTY CDBG PROGRAM OFFICE

192 Anderson Street, Suite 150
Marietta, Georgia 30060
Phone: (770) 528-1455 Fax: (770) 528-1466
www.cobbcounty.org/cdbg

Kimberly Roberts
Managing Director



ORIGINAL

COMMUNITY DEVELOPMENT BLOCK GRANT

NAME OF CITY/AGENCY: City of Smyrna

SUBRECIPIENT AGREEMENT [CONTRACT] NO.: CD23-C23SA/S8 PUBLIC FACILITIES

AMENDMENT NO. 2

EFFECTIVE DATE OF THIS AMENDMENT: July 5, 2023

Effective on the date written above, the SUBRECIPIENT AGREEMENT identified above is amended to reflect the changes listed below. All other language, requirements and provisions of the original SUBRECIPIENT AGREEMENT shall remain unchanged and in full force.

Changes:

- ☒ The initial CDBG award of **\$194,518.07** has been amended to include an additional allocation of **\$64,719.69** for public facilities and administration and planning. As such, your total CDBG project award is **\$259,237.76**.

| Project Description | Initial Budget | Increased Budget PY23 | Total Project Allocation |
|--------------------------------------|----------------|-----------------------|--------------------------|
| Facilities/Administration & Planning | \$194,518.07 | \$64,719.69 | \$259,237.76 |

- ☐ The termination date for the AGREEMENT, as amended, shall be extended to .
- ☐ The Scope of Services of the AGREEMENT shall be revised and is attached hereto.
- ☐ The Budget for this AGREEMENT shall be revised and is attached hereto.

These alterations shall be incorporated, herein, as changes in language stated in the aforementioned AGREEMENT. All other portions of the AGREEMENT shall remain unchanged.

A copy of this Amendment No. 2 shall be appended to the original PY2023 PUBLIC FACILITY AGREEMENT.

SCANNED

BY: _____ Date: _____

APPROVED

Per the City of Smyrna

Mayor and Council

Official Meeting Minutes

Date: _____

COBB COUNTY CDBG PROGRAM OFFICE:

By: _____
Rabihah Walker-Towers, Deputy Director

Date: _____

ATTEST:

By: _____

SUBRECIPIENT:

By: _____

Title: _____

Date: _____

ATTEST:

By: _____





City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: AGR2023-031

Agenda Date: 07/17/2023

In Control: City Council

File Type: Agreement

Agenda Section:

Formal Business

Agenda Number: F.

Department: Police Department

Agenda Title:

Authorization to enter into an Intergovernmental Agreement from July 1, 2022 through December 31, 2023 between the City of Acworth, Georgia and the City of Smyrna, Georgia for the Housing of Prison Inmates at a per diem rate of \$70.00 per 24 hour period for each inmate housed in the Smyrna Detention Center and authorize the Mayor to sign and execute all related documents.

Citywide

ISSUE AND BACKGROUND:

The City of Acworth, Georgia has requested the City of Smyrna, Georgia begin housing Acworth prison inmates and bonding Acworth inmates on July 1, 2023 and continuing until December 31, 2028 unless the agreement is terminated by means stated in the Intergovernmental Agreement. The City of Acworth has agreed to pay the City of Smyrna the per diem rate of \$ 70.00 per 24 hour period an Acworth prisoner is housed at the City of Smyrna jail. Said amount includes the bonding of Acworth prisoners by employees of the Smyrna Jail by procedures that are mutually agreeable to both parties. An Intergovernmental Agreement was drafted which delineated the performance of such functions as well as the per diem rate for housing and bonding.

RECOMMENDATION / REQUESTED ACTION:

The Chief of Police and staff recommend Authorization to enter into an Intergovernmental Agreement from July 1, 2022 through December 31, 2023 between the City of Acworth, Georgia and the City of Smyrna, Georgia for the Housing of Prison Inmates at a per diem rate of \$70.00 per 24 hour period for each inmate housed in the Smyrna Detention Center and authorize the Mayor to review and sign all documents related thereto.

ORIGINAL

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ACWORTH, GEORGIA
AND THE CITY OF SMYRNA, GEORGIA FOR THE HOUSING OF PRISON INMATES

This intergovernmental Agreement is entered into this 1 day of July, 2023, by
and between the city of Acworth Georgia ("Acworth") and the City of Smyrna, Georgia
("Smyrna").

WHEREAS, Smyrna, through its Police Department, provides a jail facility for the housing
of prison inmates; and

WHEREAS Acworth desires to house certain of its prison inmates in the Smyrna City Jail
facility; and

WHEREAS Smyrna is willing to house Acworth prison inmates subject to the terms and
conditions of this Agreement; and

WHEREAS, pursuant to Article 9, Section 3, paragraph 1 of the Constitution of the State
of Georgia, Smyrna and Acworth are authorized to enter into this intergovernmental
agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for
other good and valuable consideration, the parties agree as follows:

SECTION 1

DEFINITION OF "CITY PRISONER"

"City Prisoner" shall mean a person held in the Smyrna City Jail when the exclusive basis for
confinement is the violation of Acworth municipal code, or pursuant to a warrant, commitment,
or order of the Acworth Municipal Court or following the arrest by an Acworth police officer for
any reason including the violations of state law and other third-party municipal violations.
Persons arrested by Acworth police officers and housed in the Smyrna City Jail awaiting pick up
by a third party will be charged the agreed upon per diem during the stay of the prisoner.

SCANNED

BY: HC DATE: 7/18/23

APPROVED

per the City of Smyrna

Mayor and Council

Official Meeting Minutes

Date: July 17, 2023

SECTION 2

SUPERVISION OF CITY PRISONERS

Upon the request of Acworth, the Smyrna Police Department agrees to house Acworth prisoners at the Smyrna City Jail.

A. Smyrna's Responsibilities shall include the following:

- a. During incarceration at the Smyrna City Jail, Smyrna shall confine City Prisoners in the same manner and to the same extent as similarly situated Smyrna prisoners, including the basic subsistence services and access to medical services.
- b. Book in, processing, clothing, fingerprinting, and mug shots.
- c. Provide access to Smyrna's Intoxilyzer 9000 or such replacement devices as may be provided by Smyrna regarding persons suspected of driving under the influence of intoxicating beverages.
- d. Availability of City Prisoners for Acworth Municipal Court, subject to appropriate notice from the City and/ or Acworth Police Staff for regularly scheduled weekly court during the Term. Provided that Acworth provides an agency transport for pick up and standby, Smyrna shall provide the Acworth Municipal Court in person access and/ or virtual access using Smyrna City Jail virtual court technology and/ or physical facilities.
- e. Should any Emergency Medical Services be required, Smyrna shall cause a police officer to accompany the City Prisoner to an appropriate emergency medical facility for up 2 hours. After the initial 2 hours, Acworth shall be responsible for providing supervision of the City Prisoner.
- f. Smyrna shall provide Acworth notice as soon as reasonably practicable of the transfer of a City Prisoner for Emergency Medical Services.
- g. Smyrna shall provide notice to Acworth when the jail reaches 90% capacity to ensure that Acworth can plan for alternative sources of jail housing or arrange for early release of currently housed inmates.

B. Acworth Responsibilities. In addition to other responsibilities contained in this Agreement, Acworth's obligations relative to Smyrna's supervision of City Prisoners include:

- a. **Individuals Eligible to be a City Prisoner.** Acworth shall only present individuals having been properly arrested by the Acworth Police Department under the authority of law. Such individuals shall not need medical attention or mental health attention/ mental crisis intervention at the time they are presented to be a City Prisoner subject to the terms of this Agreement. Any prisoner requiring medical attention prior to admission to the facility will be accepted once

appropriate medical attention has been provided and appropriate documents of medical attention have been submitted. Smyrna City Jail maintains the right to refuse prisoners needing medical care that can not be provided by our facility.

- b. **Transport of Acworth Prisoners.** Acworth shall be responsible for all transport of Acworth Prisoners other than Emergency Medical Services exceeding 2 hours. Acworth's responsibilities include, but are not limited to, transport to court and to outside medical services.
 - c. **Supervision of City Prisoners.** Acworth shall be responsible for supervision of Acworth prisoners receiving Outside Medical Services, Emergency Medical Services (2) hours after notification and Municipal Court access to Acworth Prisoners. In the case of Emergency Medical Services, Acworth is responsible for supervision as soon as practicable after receiving notice, but in no case more than two (2) hour after notice.
 - d. **Appropriate notice.** Acworth shall provide the Smyrna City Jail with appropriate advance notice of Acworth Prisoner hearings and release dates.
 - e. **Municipal Court Hearings.** The Acworth Municipal Court shall ensure that First Appearance hearings, Bond hearings, Probation Revocation hearings and other essential court related hearings for Acworth Prisoners shall be provided according to state and federal law.
 - f. **Bonding.** Acworth would be responsible for conducting their own bonding. Bonds/ Releases will be emailed to Smyrna. Completed/ signed bonds would be picked up by Acworth as needed.
 - g. **Medical bills/ payments.** Acworth would be responsible for all bills incurred through emergency medical transport of an Acworth inmate for emergency medical treatment or outside non-emergency medical treatment. Medical bills would not be a "pass through". Acworth would be "directly billed" by the medical provider for any medical services rendered on behalf of their prisoner. Acworth will be responsible for any medical bills originating from the lawful use of force against an Acworth prisoner while incarcerated in the Smyrna City Jail as well as any medical bills originating because of the prisoner's stay in the Smyrna City Jail.
- C. **Services Not Included in this Agreement.** Acworth acknowledges and agrees that this Agreement does not include:
- a. **No City Arrestees in Need of Medical Attention.** Smyrna will not accept individuals for purposes of housing or supervision that are initially presented by Acworth who need medical attention.
 - b. **Limited Transportation.** Smyrna will not transport Acworth prisoners other than transport for Emergency Medical Services. Acworth is responsible for transporting Acworth Prisoners to in-person court appearance and outside medical services. Additionally, Acworth is responsible for transporting Acworth prisoners from Emergency Medical Services back to the Smyrna City Jail.

- c. **Supervision during outside medical services, emergency medical services and personal matters.** Except as otherwise provided in this agreement Smyrna will not provide supervision of Acworth prisoners at outside medical facilities or while attending any approved personal matters such as funerals.
- i. **Outside Medical Services.** No supervision will be provided by Smyrna for Acworth prisoners receiving outside medical services.
 - ii. **Emergency Medical Services.** Noted in above Section 2Ae.
 - iii. **Personal Matters.** No supervision will be provided by Smyrna for Acworth prisoner personal matters.

SECTION 3 TERM OF AGREEMENT

- A. **Effective Date.** The Effective Date of this Agreement shall be July 1, 2023. SE
- B. **Term.** The initial term of this Agreement shall be a period of 5 years, ("Initial Term"), unless sooner terminated under the provisions set forth in Section 10 of this Agreement. If this Agreement is terminated by Smyrna for convenience or not extended by Smyrna at the conclusion of the contract term, Smyrna shall at Acworth's election continue to house Acworth prisoners for an additional 90 days for Acworth to make other provisions for housing its inmates, during which time all terms of this Agreement shall remain in effect.

SECTION 4 STATEMENT OF INTENT

The intent of this Agreement is that Smyrna shall board Acworth prisoners at the Smyrna City Jail facility, but that such operation and boarding shall not result in added cost to Smyrna. All interpretations of this Agreement shall be construed considering this statement of intent.

SECTION 5 COMPENSATION

Smyrna shall be entitled to payment of a per diem per Acworth prisoner supervised by Smyrna to cover the costs to Smyrna for boarding, basic services, and In-House Medical Services.

- A. **Calculation of per diem rate.** Said per diem rate shall be determined and agreed upon by Smyrna and Acworth. The per diem rate for each year shall be established on January

1st. This per diem rate shall be instituted as the next twelve (12) months per diem rate which shall be charged to Acworth.

- B. **Initial per diem.** The per diem rate per Acworth prisoner at the commencement of this contract will be \$70.00.
- C. **Per diem period.** For per diem calculations, Acworth will pay for each part of each day beginning with the day that Acworth's prisoner is accepted by Smyrna and concluding on the date of release of the Acworth prisoner.

SECTION 6

PROVISIONS FOR EMERGENCY MEDICAL SERVICES OUTSIDE PRIMARY APPROVED FACILITY

In the case of an emergency requiring immediate medical care outside the Smyrna City Jail, Smyrna may approve the third-party medical provider's order to transfer an Acworth prisoner under guard to a specialized medical center without obtaining the permission or order of Acworth for Emergency Medical Services

SECTION 7

RESPONSIBILITY FOR TIMELY RELEASE OF PRISONERS

Acworth shall be responsible for coordinating with Smyrna the release time and date of each Acworth prisoner. To avoid misunderstanding or unclear directions, Acworth shall provide a release date, immediately upon sentencing prisoner via email.

If an Acworth prisoner alleges, he or she is unlawfully detained at the Smyrna City Jail, Acworth agrees to provide a defense of Smyrna, including retaining counsel acceptable to Smyrna, to such allegations, including but not limited to any petitions for writ of habeas corpus.

SECTION 8

SMYRNA'S PROCEDURES, RULES AND REGULATIONS

Acworth prisoners shall be subject to Smyrna's procedures, rules, and regulations in the same manner and to the same extent as Smyrna prisoners and shall be subject to Smyrna's disciplinary processes and procedures.

- A. **Holds for outside agencies.** Acworth shall continue to be responsible for per diem and medical care of prisoners with outside agency holds until said agency takes possession of the prisoner. In lieu of this, Acworth may transport the prisoner to the county jail upon release from Acworth custody.

- B. Fugitive Warrants.** Acworth is responsible for securing extradition warrant for Acworth prisoners and transferring said prisoner to County Jail.

SECTION 9

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties relating to the subject matter. All prior negotiations and understandings are merged in this Agreement. Modifications or amendments of this Agreement shall be made only in writing and signed by the parties. No modifications or amendments of this Agreement shall be valid until executed in writing by all parties.

SECTION 10

TERMINATION

This Agreement may terminate, in whole or in part, upon any one of the following conditions:

- A. **Mutual Agreement.** The parties may terminate this Agreement at any time by mutual written notice.
- B. **For Cause.** Any party may terminate this Agreement for cause upon thirty (30) days prior written notice to the other party for failure to perform the terms of the Agreement.
- C. **For Convenience.** Any party may terminate this Agreement for its convenience at any time upon sixty (60) days prior notice to the other party.
- D. **For Suspension of Smyrna City Jail Facility Operation.** Should Smyrna cease operation of the Smyrna City Jail for any reason, a (90) day notice shall be given, the Agreement shall, at the option of Smyrna, become void.
- E. **Upon Conclusion of Agreement.** At the conclusion of the Initial Term or any Renewal Terms agreed to by the Parties, this Agreement shall be terminated unless a new contract is entered.

SECTION 11

INDEMNIFICATION

Each party shall defend, indemnify, and hold harmless the other, its officials, officers, employees, and agents from any and all injuries, claims, damages, liabilities, costs and expenses caused by, relating to or based upon the housing of Acworth inmates, for claims arising out of

an allegation of negligence or other wrongdoing by the other party. Nothing in this paragraph shall be construed a waiver of Acworth or Smyrna's sovereign immunity of any individual's qualified good faith immunity, and this Agreement shall not be construed to create rights in any third party.

SECTION 12

MISCELLANEOUS

- A. **Governing Law, Jurisdiction.** This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia. The parties hereby submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia for the purposes of all legal proceedings arising out of or relating to this Agreement, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.
- B. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances because it conflicts with any provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement.
- C. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which constitute but one and the same instrument.
- D. **Amendments in Writing.** No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by Acworth or Smyrna.
- E. **Notices.** Except as otherwise specifically provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid or when personally delivered or when sent by registered overnight mail or delivery service charges prepaid, or when so specified herein by Electronic Means, to the Parties hereto at the following addresses or such other address designated by such Party in writing:

1. Contract City:

City of Acworth

Attention: _____

Telephone: _____

Email: _____

Notification of Emergency Medical Services:
Chief of Police or Designee:

City of Smyrna

2800 King Street SE

Smyrna, Ga. 30080

Attention: _____

Telephone: _____

Email: _____

- F. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

In Witness Whereof, this Agreement has been executed by Smyrna and a duly authorized representative of the city of Acworth as of this date set forth above.

City of Smyrna

Derek Norton, Mayor

Scott Cochran, City Attorney

City of Acworth

Tommy Allegood, Mayor

Maunnie Douglas Haynie, City Attorney

ATTEST:
Heather K. Peacon-Corn
Heather K. Peacon-Corn, City Clerk





City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: AGR2023-032

Agenda Date: 07/17/2023

In Control: City Council

File Type: Agreement

Agenda Section:
Formal Business

Agenda Number: G.

Department: Police Department

Agenda Title:

Authorization to enter into an Intergovernmental Agreement from July 1, 2023 through December 31, 2028 between the City of Powder Springs, Georgia and the City of Smyrna, Georgia for the Housing of Prison Inmates at a per diem rate of \$70.00 per 24 hour period for each inmate housed in the Smyrna Detention Center and authorize the Mayor to sign and execute all related documents.

Citywide

ISSUE AND BACKGROUND:

The City of Powder Springs, Georgia has requested the City of Smyrna, Georgia begin housing City of Powder Springs prison inmates and bonding Powder Springs inmates on July 1, 2023 and continuing until December 31, 2028 unless the agreement is terminated by means stated in the Intergovernmental Agreement. The City of Powder Springs has agreed to pay the City of Smyrna the per diem rate of \$ 70.00 per 24 hour period an Powder Springs prisoner is housed at the City of Smyrna jail. Said amount includes the bonding of Powder Springs prisoners by employees of the Smyrna Jail by procedures that are mutually agreeable to both parties. An Intergovernmental Agreement was drafted which delineated the performance of such functions as well as the per diem rate for housing and bonding.

RECOMMENDATION / REQUESTED ACTION:

The Chief of Police and staff recommend Authorization to enter into an Intergovernmental Agreement from July 1, 2023 through December 31, 2028 between the City of Powder Springs, Georgia and the City of Smyrna, Georgia for the Housing of Prison Inmates at a per diem rate of \$70.00 per 24 hour period for each inmate housed in the Smyrna Detention Center and authorize the Mayor to sign and execute all related documents.

ORIGINAL

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF POWDER SPRINGS,
GEORGIA AND THE CITY OF SMYRNA, GEORGIA FOR THE HOUSING OF PRISON
INMATES

This intergovernmental Agreement is entered into this 1 day of July, 2023, by
and between the City of Powder Springs Georgia ("Powder Springs ") and the City of Smyrna,
Georgia ("Smyrna ").

WHEREAS, Smyrna, through its Police Department, provides a jail facility for the housing
of prison inmates; and

WHEREAS Powder Springs desires to house certain of its prison inmates in the Smyrna
City Jail facility; and

WHEREAS Smyrna is willing to house Powder Springs prison inmates subject to the terms
and conditions of this Agreement; and

WHEREAS, pursuant to Article 9, Section 3, paragraph 1 of the Constitution of the State
of Georgia, Smyrna and Powder Springs are authorized to enter into this intergovernmental
agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for
other good and valuable consideration, the parties agree as follows:

SECTION 1

DEFINITION OF "CITY PRISONER"

"City Prisoner" shall mean a person held in the Smyrna City Jail when the exclusive basis for
confinement is the violation of Powder Springs municipal code, or pursuant to a warrant,
commitment, or order of a Powder Springs Municipal Court or following the arrest by a Powder
Springs Police Officer for any reason including the violations of state law and other third-party
municipal violations. Persons arrested by Powder Springs Police Officers and housed in the
Smyrna City Jail awaiting pick up by a third party will be charged the agreed upon per diem
during the stay of the prisoner.

SCANNED

BY: HC DATE: 7/18/23

APPROVED

per the City of Smyrna
Mayor and Council

Official Meeting Minutes

Date: July 17, 2023

SECTION 2
SUPERVISION OF CITY PRISONERS

Upon the request of Powder Springs, the Smyrna Police Department agrees to house Powder Springs prisoners at the Smyrna City Jail.

A. Smyrna's Responsibilities shall include the following:

- a. During incarceration at the Smyrna City Jail, Smyrna shall confine City Prisoners in the same manner and to the same extent as similarly situated Smyrna prisoners, including the basic subsistence services and access to medical services.
- b. Book in, processing, clothing, fingerprinting, and mug shots.
- c. Provide access to Smyrna's Intoxilyzer 9000 or such replacement devices as may be provided by Smyrna regarding persons suspected of driving under the influence of intoxicating beverages.
- d. Availability of City Prisoners for Powder Springs Municipal Court, subject to appropriate notice from the City and/ or Powder Springs Police Staff for regularly scheduled weekly court during the Term. Provided that Powder Springs provides an agency transport for pick up and standby, Smyrna shall provide the Powder Springs Municipal Court in person access and/ or virtual access using Smyrna City Jail virtual court technology and/ or physical facilities.
- e. Should any Emergency Medical Services be required, Smyrna shall cause a police officer to accompany the City Prisoner to an appropriate emergency medical facility for up to 2 hours. After the initial 2 hours, Powder Springs shall be responsible for providing supervision of the City Prisoner.
- f. Smyrna shall provide Powder Springs notice as soon as reasonably practicable of the transfer of a City Prisoner for Emergency Medical Services.
- g. Smyrna shall provide notice to Powder Springs when the jail reaches 90% capacity to ensure that Powder Springs can plan for alternative sources of jail housing or arrange for early release of currently housed inmates.

B. Powder Springs Responsibilities. In addition to other responsibilities contained in this Agreement, Powder Springs' obligations relative to Smyrna's supervision of City Prisoners include:

- a. **Individuals Eligible to be a City Prisoner.** Powder Springs shall only present individuals having been properly arrested by the Powder Springs Police Department under the authority of law. Such individuals shall not need medical attention or mental health attention/ mental crisis intervention at the time they are presented to be a City Prisoner subject to the terms of this Agreement. Any prisoner requiring medical attention prior to admission to the facility will be

accepted once appropriate medical attention has been provided and appropriate documents of medical attention have been submitted. Smyrna City Jail maintains the right to refuse prisoners needing medical care that cannot be provided by our facility.

- b. **Transport of Powder Springs Prisoners.** Powder Springs shall be responsible for all transport of Powder Springs Prisoners other than Emergency Medical Services exceeding 2 hours. Powder Springs' responsibilities include, but are not limited to, transport to court and to outside medical services.
 - c. **Supervision of City Prisoners.** Powder Springs shall be responsible for supervision of Powder Springs prisoners receiving Outside Medical Services, Emergency Medical Services (2) hours after notification and Municipal Court access to Powder Springs Prisoners. In the case of Emergency Medical Services, Powder Springs is responsible for supervision as soon as practicable after receiving notice, but in no case more than two (2) hour after notice.
 - d. **Appropriate notice.** Powder Springs shall provide the Smyrna City Jail with appropriate advance notice of Powder Springs Prisoner hearings and release dates.
 - e. **Municipal Court Hearings.** The Powder Springs Municipal Court shall ensure that First Appearance hearings, Bond hearings, Probation Revocation hearings and other essential court related hearings for Powder Springs Prisoners shall be provided according to state and federal law.
 - f. **Bonding.** Powder Springs would be responsible for conducting their own bonding. Bonds/ Releases will be emailed to Smyrna. Completed/ signed bonds would be picked up by Powder Springs as needed.
 - g. **Medical bills/ payments.** Powder Springs would be responsible for all bills incurred through emergency medical transport of a Powder Springs inmate for emergency medical treatment or outside non-emergency medical treatment. Medical bills would not be a "pass through". Powder Springs would be "directly billed" by the medical provider for any medical services rendered on behalf of their prisoner. Powder Springs will be responsible for any medical bills originating from the lawful use of force against a Powder Springs prisoner while incarcerated in the Smyrna City Jail as well as any medical bills originating because of the prisoner's stay in the Smyrna City Jail.
- C. **Services Not Included in this Agreement.** Powder Springs acknowledges and agrees that this Agreement does not include:
- a. **No City Arrestees in Need of Medical Attention.** Smyrna will not accept individuals for purposes of housing or supervision that are initially presented by Powder Springs who need medical attention.
 - b. **Limited Transportation.** Smyrna will not transport Powder Springs prisoners other than transport for Emergency Medical Services. Powder Springs is

responsible for transporting Powder Springs Prisoners to in-person court appearance and outside medical services. Additionally, Powder Springs is responsible for transporting Powder Springs prisoners from Emergency Medical Services back to the Smyrna City Jail.

- c. **Supervision during outside medical services, emergency medical services and personal matters.** Except as otherwise provided in this agreement Smyrna will not provide supervision of Powder Springs prisoners at outside medical facilities or while attending any approved personal matters such as funerals.
- i. **Outside Medical Services.** No supervision will be provided by Smyrna for Powder Springs prisoners receiving outside medical services.
 - ii. **Emergency Medical Services.** Noted in above Section 2Ae.
 - iii. **Personal Matters.** No supervision will be provided by Smyrna for Powder Springs prisoner personal matters.

SECTION 3 TERM OF AGREEMENT

- A. **Effective Date.** The Effective Date of this Agreement shall be July 1, 2023
- B. **Term.** The initial term of this Agreement shall be a period of 5 years, ("Initial Term"), unless sooner terminated under the provisions set forth in Section 10 of this Agreement. If this Agreement is terminated by Smyrna for convenience or not extended by Smyrna at the conclusion of the contract term, Smyrna shall at Powder Springs' election continue to house Powder Springs prisoners for an additional 90 days for Powder Springs to make other provisions for housing its inmates, during which time all terms of this Agreement shall remain in effect.

SECTION 4 STATEMENT OF INTENT

The intent of this Agreement is that Smyrna shall board Powder Springs prisoners at the Smyrna City Jail facility, but that such operation and boarding shall not result in added cost to Smyrna. All interpretations of this Agreement shall be construed considering this statement of intent.

SECTION 5 COMPENSATION

Smyrna shall be entitled to payment of a per diem per Powder Springs prisoner supervised by Smyrna to cover the costs to Smyrna for boarding, basic services, and In-House Medical Services.

- A. **Calculation of per diem rate.** Said per diem rate shall be determined and agreed upon by Smyrna and Powder Springs. The per diem rate for each year shall be established on January 1st. This per diem rate shall be instituted as the next twelve (12) months per diem rate which shall be charged to Powder Springs.
- B. **Initial per diem.** The per diem rate per Powder Springs prisoner at the commencement of this contract will be \$70.00.
- C. **Per diem period.** For per diem calculations, Powder Springs will pay for each part of each day beginning with the day that Powder Springs' prisoner is accepted by Smyrna and concluding on the date of release of the Powder Springs prisoner.

SECTION 6

PROVISIONS FOR EMERGENCY MEDICAL SERVICES OUTSIDE PRIMARY APPROVED FACILITY

In the case of an emergency requiring immediate medical care outside the Smyrna City Jail, Smyrna may approve the third-party medical provider's order to transfer a Powder Springs prisoner under guard to a specialized medical center without obtaining the permission or order of Powder Springs for Emergency Medical Services

SECTION 7

RESPONSIBILITY FOR TIMELY RELEASE OF PRISONERS

Powder Springs shall be responsible for coordinating with Smyrna the release time and date of each Powder Springs prisoner. To avoid misunderstanding or unclear directions, Powder Springs shall provide a release date, immediately upon sentencing prisoner via email.

If an Powder Springs prisoner alleges he or she is unlawfully detained at the Smyrna City Jail, Powder Springs agrees to provide a defense of Smyrna, including retaining counsel acceptable to Smyrna, to such allegations, including but not limited to any petitions for writ of habeas corpus.

SECTION 8

SMYRNA'S PROCEDURES, RULES AND REGULATIONS

Powder Springs prisoners shall be subject to Smyrna's procedures, rules, and regulations in the same manner and to the same extent as Smyrna prisoners and shall be subject to Smyrna's disciplinary processes and procedures.

- A. Holds for outside agencies.** Powder Springs shall continue to be responsible for per diem and medical care of prisoners with outside agency holds until said agency takes possession of the prisoner. In lieu of this, Powder Springs may transport the prisoner to the county jail upon release from Powder Springs custody.
- B. Fugitive Warrants.** Powder Springs is responsible for securing extradition warrant for Powder Springs prisoners and transferring said prisoner to County Jail.

SECTION 9

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties relating to the subject matter. All prior negotiations and understandings are merged in this Agreement. Modifications or amendments of this Agreement shall be made only in writing and signed by the parties. No modifications or amendments of this Agreement shall be valid until executed in writing by all parties.

SECTION 10

TERMINATION

This Agreement may terminate, in whole or in part, upon any one of the following conditions:

- A. Mutual Agreement.** The parties may terminate this Agreement at any time by mutual written notice.
- B. For Cause.** Any party may terminate this Agreement for cause upon thirty (30) days prior written notice to the other party for failure to perform the terms of the Agreement.
- C. For Convenience.** Any party may terminate this Agreement for its convenience at any time upon sixty (60) days prior notice to the other party.
- D. For Suspension of Smyrna City Jail Facility Operation.** Should Smyrna cease operation of the Smyrna City Jail for any reason, a (90) day notice shall be given, the Agreement shall, at the option of Smyrna, become void.
- E. Upon Conclusion of Agreement.** At the conclusion of the Initial Term or any Renewal Terms agreed to by the Parties, this Agreement shall be terminated unless a new contract is entered.

SECTION 11

INDEMNIFICATION

Each party shall defend, indemnify, and hold harmless the other, its officials, officers, employees, and agents from any and all injuries, claims, damages, liabilities, costs and expenses caused by, relating to or based upon the housing of Powder Springs inmates, for claims arising out of an allegation of negligence or other wrongdoing by the other party. Nothing in this paragraph shall be construed a waiver Powder Springs or Smyrna's sovereign immunity of any individual's qualified good faith immunity, and this Agreement shall not be construed to create rights in any third party.

SECTION 12

MISCELLANEOUS

- A. **Governing Law, Jurisdiction.** This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia. The parties hereby submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia for the purposes of all legal proceedings arising out of or relating to this Agreement, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.
- B. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances because it conflicts with any provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement.
- C. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which constitute but one and the same instrument.
- D. **Amendments in Writing.** No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by Powder Springs or Smyrna.
- E. **Notices.** Except as otherwise specifically provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given

when mailed by certified mail, return receipt requested, postage prepaid or when personally delivered or when sent by registered overnight mail or delivery service charges prepaid, or when so specified herein by Electronic Means, to the Parties hereto at the following addresses or such other address designated by such Party in writing:

1. Contract City:

City of Powder Springs

Attention: Lane Cadwell
Telephone: 770-943-1616
Email: lcadwell@cityofpowdersprings.org

Notification of Emergency Medical Services:

Chief of Police or Designee:

Lane Cadwell 678-779-6316

City of Smyrna

2800 King Street SE

Smyrna, Ga. 30080

Attention: _____

Telephone: _____

Email: _____

- F. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

In Witness Whereof, this Agreement has been executed by Smyrna and a duly authorized representative of the city of Powder Springs as of this date set forth above.

City of Smyrna

Derek Norton, Mayor

ATTEST:

Heather K. Peacon-Corn
Official City Seal
Heather K. Peacon-Corn, City Clerk

Scott A. Cochran, City Attorney



City of Powder Springs

Albert Thurman
Albert Thurman, Mayor

Julie K. Livingston
Julie K. Livingston, City Attorney



City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: ATH2023-21

Agenda Date: 07/17/2023

In Control: City Council

File Type: Authorization

Agenda Section:

Consent Agenda

Agenda Number: H.

Department: Water, Sewer & Utility

Agenda Title:

Approval of KM Davis (3259 Austell Rd SW Marietta, GA,, 30008) to perform water main line and service replacement located in Ward 5 Glendale Circle funded from FY23 water sewer CIP fund in the amount of \$181,560.00 and authorize the Mayor to sign and execute all documents.

Ward 5 Councilmember - Susan Wilkinson

ISSUE AND BACKGROUND:

This is a request from Water distribution to replace existing water main line and services located in Ward 5 Glendale circle in the amount of 181,560.00 funded out of water sewer CIP to KM Davis contracting located 3259 Austell road Marietta, Ga 30008 from existing water sewer services contract RFQ 22-003.

RECOMMENDATION / REQUESTED ACTION:

Water Distribution, Sewer Collections & Utility Services staff recommend approval of KM Davis (3259 Austell Rd SW Marietta, GA,, 30008) to perform water main line and service replacement located in Ward 5 Glendale Circle funded from FY23 water sewer CIP fund in the amount of \$181,560.00 and authorize the Mayor to sign and execute all documents.

ORIGINAL



WATER and SEWER

KM DAVIS CONTRACTING COMPANY, INC.

3259 Austell Road Marietta, Georgia 30008

Phone: 770-434-0095

Fax: 770-434-1009

PRELIMINARY PRICING

KMD Q#22016

06/16/2023

PROJECT City of Smyrna
Water / Sewer Systems
Installation, Repairs, & Replacements

PURCHASE ORDER NO.
ADDRESS Glendale Cir/Burbank Cir/Burbank
Cir Water Line Replacement

PROJECT NO. RFQ 22-003

LOCATION Glendale Cir

SUBMIT TO: City of Smyrna Public Works
2190 Atlanta Road
Smyrna, GA 30080

ATTENTION Steven Watts

| | | | |
|---|--------------------------------|-----------|--------------------------|
| * | Unit Pricing Amount | \$ | <u>181,560.00</u> |
| * | Contingency Allowance | \$ | <u>5,000.00</u> |
| * | TOTAL WORK ORDER AMOUNT | \$ | <u>181,560.00</u> |

APPROVED

Per the City of Smyrna

Mayor and Council

Official Meeting Minutes

Date: _____

SCANNED

BY: _____ Date: _____

22016

CITY OF SMYRNA WATER / SEWER SYSTEMS INSTALLATION, REPAIR, REPLACEMENTS

GLENDALE CIR WATER LINE REPLACEMENT

| ITEM | DESCRIPTION | QUAN. | UNIT | UNIT PRICE | TOTAL | QUANTITIES THIS PERIOD | COST THIS PERIOD |
|------|---|-------|------|------------|-------------|------------------------------|---------------------|
| I-1 | WATER MAIN TAPS | | | | | | |
| H | 8" x 6" WET TAP | 1 | EA | \$1,100.00 | \$ 1,100.00 | 2 | \$ 2,200.00 |
| I-3 | WATER MAIN INSTALLATION (DIP CL 51) | | | | | | |
| C | 1" WATER SERVICE (LONG SIDE) | 1 | EA | \$1,000.00 | \$ 1,000.00 | 28 | \$ 28,000.00 |
| D | 1" WATER SERVICE (SHORT SIDE) | 1 | EA | \$600.00 | \$ 600.00 | 24 | \$ 14,400.00 |
| | 4' - 6' DEPTH | | | | | | |
| K | 6" | 1 | LF | \$30.00 | \$ 30.00 | 2135 | \$ 64,050.00 |
| I-4 | WATER MAIN ABANDONMENT | | | | | | |
| C | 6" | 1 | EA | \$900.00 | \$ 900.00 | 1 | \$ 900.00 |
| I-6 | FREE BORES | | | | | | |
| D | 12" | 1 | LF | \$50.00 | \$ 50.00 | 440 | \$ 22,000.00 |
| I-9 | FIRE HYDRANT INSTALLATION COMPLETE BARREL, LEAD, ANCHOR COUP, THRUST BLOCK | | | | | | |
| A | M & H 3 WAY 6" | 1 | EA | \$3,200.00 | \$ 3,200.00 | 4 | \$ 12,800.00 |
| I-10 | SAW CUTS | | | | | | |
| A | ASPALT | 1 | LF | \$6.00 | \$ 6.00 | 120 | \$ 720.00 |
| B | CONCRETE | 1 | LF | \$12.00 | \$ 12.00 | | \$ - |
| C | HAUL OFF | 1 | CY | \$70.00 | \$ 70.00 | 15 | \$ 1,050.00 |
| I-11 | MISCELLANEOUS | | | | | | |
| A | BENDS INCLUDING THRUST BLOCKING | 1 | EA | \$235.00 | \$ 235.00 | 8 | \$ 1,880.00 |
| B | M & H GATE VALVE | | | | | | \$ - |
| | 6" | 1 | EA | \$200.00 | \$ 200.00 | 8 | \$ 1,600.00 |
| D | SOLID SLEEVE | | | | | | |
| | 6" | 1 | EA | \$100.00 | \$ 100.00 | 4 | \$ 400.00 |
| E | GRADE LOCK | | | | | | |
| | 6" | 1 | EA | \$200.00 | \$ 200.00 | 4 | \$ 800.00 |
| F | THREADED ROD | 1 | LF | \$1.00 | \$ 1.00 | 40 | \$ 40.00 |
| G | CHLORINATE & FLUSH WATER MAIN | 1 | EA | \$500.00 | \$ 500.00 | 2 | \$ 1,000.00 |
| H | WATER MAIN TIE IN | | | | | | |
| | 8" | 1 | EA | \$2,500.00 | \$ 2,500.00 | 1 | \$ 2,500.00 |
| I | TRAFFIC CONTROL | 1 | DAY | \$1,000.00 | \$ 1,000.00 | 3 | \$ 3,000.00 |
| II-4 | CONTRACTOR'S HOURLY RATE EQUIPMENT & 3 + MEN CREW | | | | | | |
| | CREW HOURS | 1 | EA | \$370.00 | \$ 370.00 | 16 | \$ 5,920.00 |
| II-5 | WATER VALVE GRASS AREA | | | | | | |
| | ADJUST TO GRADE | 1 | EA | \$200.00 | \$ 200.00 | | \$ - |
| II-6 | WATER VALVE PAVEMENT / CONCRETE AREA | | | | \$ - | | \$ - |

22016

CITY OF SMYRNA WATER / SEWER SYSTEMS INSTALLATION, REPAIR, REPLACEMENTS**GLENDALE CIR WATER LINE REPLACEMENT**

| | | | | | | | |
|-------|---|---|----|------------|-------------|------|----------------------|
| | ADJUST TO GRADE | 1 | EA | \$1,000.00 | \$ 1,000.00 | 4 | \$ 4,000.00 |
| III-1 | ROAD WAY PATCH | | | | | | |
| | 8" GAB, 6" CONCRETE, 2" TYPE E OR F ASPHALT | 1 | SF | \$20.00 | \$ 20.00 | 240 | \$ 4,800.00 |
| IV-1 | CONCRETE CURB & GUTTER / SIDEWALK | | | | | | |
| A | 24" ROLL BACK CURB | 1 | LF | \$70.00 | \$ 70.00 | 30 | \$ 2,100.00 |
| B | 24" VERTICAL CURB | 1 | LF | \$85.00 | \$ 85.00 | | \$ - |
| C | 4" SIDEWALK | 1 | SF | \$12.00 | \$ 12.00 | | \$ - |
| * | ADDITIONAL WORK | | | | | | |
| A | GRASSING | 1 | SF | \$0.40 | \$0.40 | 8000 | \$ 3,200.00 |
| B | SOD | 1 | SF | \$2.10 | \$2.10 | 2000 | \$ 4,200.00 |
| | TOTAL COST | | | | | | \$ 181,560.00 |

ACCEPTED:

Derek Norton, Mayor

Date

ATTEST:

Heather K. Peacon-Corn, City Clerk





City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: AGR2023-028

| | |
|-------------------------|--|
| Agenda Date: 07/17/2023 | |
|-------------------------|--|

In Control: **City Council**

File Type: Agreement

Agenda Section:
Consent Agenda

Agenda Number: I.

Department: Public Works

Agenda Title:

Approval of the Georgia Department of Transportation (GDOT) Nondiscrimination Agreement

Citywide

ISSUE AND BACKGROUND:

The City of Smyrna is a recipient of federal funding and is applying for Locally Administered Project (LAP) certification to be able to manage these projects independently. As a condition of applying for LAP certification, GDOT requires local governments to enter into and approve the GDOT Title VI Nondiscrimination Agreement with assurances to include relevant language, provisions, and protections regarding compliance with Title VI and related statutes.

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

RECOMMENDATION / REQUESTED ACTION:

Staff recommends approval of the Georgia Department of Transportation Nondiscrimination Agreement and authorized the Mayor to execute all related documents.

TITLE VI NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation
and

City of Smyrna

Name of Recipient

Policy Statement

The **(Name of Recipient)** City of Smyrna, hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's **(Name of person/division)** _____, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

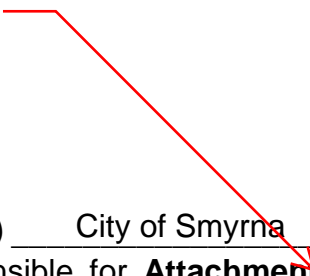
Is this
Finance/Purchasing?
Public Works?

Name of Responsible Agency Official (Please Print)

Title

Date

Need an org chart



Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, **(Name of Recipient)** City of Smyrna has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for **(Name of Recipient)'s** City of Smyrna Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The City of Smyrna, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address (es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.
 - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
- 6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
 - 7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
 - 8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation
Office of Equal Opportunity, Title VI/ Program
600 West Peachtree Street, N.W. 7th Floor
Atlanta, GA 30308
(404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

Signature

Commissioner

Title

Date

NAME OF RECIPIENT:

Signature

Title

Date

Appendix A

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation GDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Georgia, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Georgia State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.



City of Smyrna

Issue Sheet

A Max Bacon
City Hall
2800 King Street
Smyrna, GA 30080

File Number: GRA2023-02

Agenda Date: 07/17/2023

In Control: City Council

File Type: Grant

Agenda Section:
Formal Business

Agenda Number: J.

Department: Police Department

Agenda Title:

Accept and approval of the federal money Public Safety and Community Violence Reduction grant award for the next three years, supporting the purchase of FUSU's software as awarded by the Governor's Office of Planning and Budgeting and authorize the Mayor to sign and execute all related documents.

Citywide

ISSUE AND BACKGROUND:

The mission statement of the Smyrna police Department is to create a safer community by delivering superior services through innovation, data driven analytics, and commitment to community partnerships. FUSUS software encompasses our entire mission statement and is a force multiplier for deterring violent crimes. The award amount is \$230,000 with a 10% cushion for a total of \$253,000. The police Department has reviewed the grant and is in the process with Finance and Purchasing to accept the grant before its deadline of August 10, 2023.

RECOMMENDATION / REQUESTED ACTION:

PD and finance staff request acceptance and approval of the federal money Public Safety and Community Violence Reduction grant award for the next three years, supporting the purchase of FUSU's software as awarded by the Governor's Office of Planning and Budgeting and authorize the Mayor to sign and execute all related documents.

Meredith Holt

From: GrantCare Manager <GrantCare_mgr@opb.georgia.gov>
Sent: Thursday, June 8, 2023 4:22 PM
To: Meredith Holt
Subject: Grant Award Notification - GA-0013950 - FUSUS- Real Time Crime Center

External: This came from outside of Smyrna's email system.

Dear Smyrna Police Department,

Congratulations on your **Public Safety and Community Violence Reduction** award. This email contains the next steps to get your organization set up in the Georgia Grants Management System. You will need to complete the following steps to accept your award. Please click on the links for instructions on how to complete each task.

Step 1. Sign Terms and Conditions (T&C)
Step 2. Georgia Grants Portal Access
Step 3. Vendor Management Form and W-9
Step 4: Final Budget Approval

Grantees will be able to submit for eligible reimbursement within their approved budget categories once onboarding is complete. OPB has a tutorial on payment request on the For Grantees webpage: https://opb.georgia.gov/covid-response/grantees_

The Program Specialist assigned to this grant is Max Levy, max.levy@opb.georgia.gov. Please reach out to Max Levy with any questions or concerns as it relates to your award or the onboarding process.

We look forward to working with you.

Thank You,
Georgia Grants Administrator



Support: If you need assistance, please email us at grants@opb.georgia.gov.
FOR OFFICIAL USE ONLY

Disclaimer: This is official correspondence from the State of Georgia Governor's Office of Planning and Budget. If you need assistance, you can email us at grants@opb.georgia.gov.



SMYRNA POLICE

2646 Atlanta Rd, Smyrna, GA 30080
(770) 434-9481 • www.smyrnaga.gov

Chief of Police
Keith Zgonc

Deputy Chief
Mark Binicewicz

Date: June27, 2023

Person Requesting: Meredith Holt
Lieutenant, Office of Professional Standards

Issue: The Police Department is requesting Mayor and Council approve the Public Safety and Community Violence Reduction grant award. It is a 3-year award supporting the purchase of FUSUS software. This grant is federal money awarded from the Governor's Office of Planning and Budgeting.

Background: The mission statement of the Smyrna Police Department is to create a safer community by delivering superior services through innovation, data driven analytics, and commitment to community partnerships. FUSUS software encompasses our entire mission statement and is a force multiplier for deterring violent crime. The award amount is \$230,000 with a 10% cushion for a total of \$253,000.

Requested Action: The Police Department has reviewed the grant and is in the process along with Finance to accept the grant before it's deadline on August 10, 2023. We are asking the Mayor and Council to approve and accept the Public Safety and Community Violence Reduction grant award.



fusus

Smyrna Police Department

Smyrna PD GA

2800 King Street Southeast

Smyrna, GA 30080

United States

Keith Zgonc

kzgonc@smyrnaga.gov

4044567445

Reference: 20230626-152238903

Quote created: June 26, 2023

Quote expires: July 28, 2023

Quote created by: Jim Price

Public Safety Advisor

jp@fusus.com

678-858-3013

Comments from Jim Price

Products & Services

| Item & Description | Quantity | Unit Price | Total |
|---|----------|--------------------|-------------------------------------|
| Pro Package SaaS SaaS Subscription to Include 500 Data Points/Video Streams and 5 TBs of Cloud Storage | 1 | \$75,000.00 / year | \$75,000.00 / year for 3 years |
| Core Elite AI Appliance | 1 | \$5,000.00 | \$5,000.00 |
| Core Pro Appliance | 10 | \$600.00 | \$0.00 after \$6,000.00 discount |
| Core Lite Appliance | 15 | \$200.00 | \$0.00 after \$3,000.00 discount |

Subtotals

| | |
|-------------------|---------------------------|
| Annual subtotal | \$75,000.00 |
| One-time subtotal | \$5,000.00 |
| | after \$9,000.00 discount |
| Total | \$80,000.00 |

Purchase terms

Questions? Contact me



Jim Price
Public Safety Advisor
jp@fusus.com
678-858-3013

Fusus, Inc.
5550 Triangle Parkway
Peachtree Corners, Georgia 30092
United States of America



June 26, 2023

Chief Keith Zgonc
Smyrna Police Department
2646 Atlanta Road Se
Smyrna, GA 30080

Subject: Service Agreement Proposal

Dear Chief Zgonc,

Fusus is honored that the Smyrna Police Department is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fusus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

This Service Agreement Proposal and related software subscription will become effective upon signing and continue for thirty-six (36) months.

1. Initial Scope of Work: The following fusus Pro Package software and associated hardware will be delivered and installed as part of this agreement.
 - a. fususONE™: Initial setup, access and training of users to include up to 500 data points and 500 public/private video feeds
 - b. fususCORE™: Installation and setup of:
 - i. Ten (10) fususCORE Pro™ Appliances
 - ii. One (1) fususCORE Elite AI™ Appliance
 - iii. Fifteen (15) fususCORE Lite™ Appliances
 - c. fususREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
 - d. fususVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 5 TB of videos and still images captured via the fususONE™ platform
 - e. fususOPS™: Implementation of our smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
 - f. fususTIPS™: Implementation of our SMS service that provides text communications of pictures, audio and video directly into fususVault™
 - g. fususNOTIFY™: Implementation of our SMS text service that provides text notifications to community members
 - h. fususAlert™: Implementation of our iOS/Android application which provides panic alerting to fususONE™ along with geolocation of persons in distress and automatic docking of nearby camera assets in the fususONE™ platform
 - i. fususANALYTICS™: Implementation of our crime and incident heat mapping and analysis platform
 - j. fususCONNECT Call-Out: One (1) month fusus call-out to businesses within the jurisdiction to assist with camera registration and integration

- k. **fūsusCONNECT Microsite**: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
- l. **fūsusINCIDENT™**: Implementation of the Fūsus Situational Awareness system for bi-directional telestration, icon marking, floorplan room clearing, planning, and resource staging from Emergency Operation Center workstations and mobile field-based users on laptops and iOS/Android mobile devices
- m. **fūsusLIVELINK™**: Provision of a live link system which allows 911 callers to initiate a camera stream in the event of an emergency to the Department, along with a one-to-many methodology for secure and encrypted responder-group sharing during an emergency

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

2. Payment and Subscription Terms:

- | | |
|---|------------------|
| a. Payment 1: Due Upon Contract Signing | \$ 80,000 |
| b. Payment 2: Due Upon 1 st Anniversary of Contract Signing | \$ 75,000 |
| c. Payment 3: Due Upon 2 nd Anniversary of Contract Signing | \$ 75,000 |

Invoices for payments 2 and 3 will be sent 60 days prior to their respective due dates.

Note: Additional fūsusCORE™ appliances may be purchased for the following per unit price schedule.

- | | |
|------------------------|--------------|
| a. CORE Lite: | \$200/each |
| b. CORE Lite Extended: | \$300/each |
| c. CORE Pro: | \$600/each |
| d. CORE Pro Extended: | \$1,000/each |
| e. CORE Elite: | \$4,000/each |
| f. CORE Elite AI: | \$5,000/each |

3. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

- a. fūsusONE™ SaaS
- b. Unlimited video alerts, access, and video download
- c. fūsusCORE™ warranty and technical support for the life of the agreement
- d. Unlimited fūsusOPS Application for Android and iOS Devices

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users for Your Agency to fūsusONE™ – Real-Time Crime Center in the Cloud
- b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Ongoing Integration Services with the CAD System
- e. Installation and Technical Phone Support
- f. Provide a Full Solution Warranty for the Life of the Agreement
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

4. Technical Requirements:

- a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
- b. The customer will designate a primary POC for the deployment of the fūsus™ solution.
- c. Minimum network speed of .5 mb/s per viewed camera for live video sharing through the system.

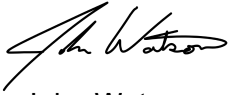
5. Terms and Conditions:

The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service V08.30.2022 found at <https://www.fusus.com/fusus-terms-of-service>.

The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of written notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder. The cost of any unreturned or unserviceable fūsusCORE(s), as listed above in Section 2, will be deducted from the refund.

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at jdww@fusus.com.

Respectfully,



John Watson
Vice President of Sales

Approved (Signature): _____

By (Print Name/Title): _____ Date _____